LABOR AGREEMENT

BETWEEN

THE CITY OF STARBUCK

AND

AFSCME COUNCIL NO. 65

LOCAL 2022 - SUPERVISOR UNIT

January 1, 2020 - December 31, 2021

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ARTICLE 1 - PURPOSE OF AGREEMENT

The AGREEMENT, made and entered into by and between the City of Starbuck, a municipal corporation, incorporated under the laws of the State of Minnesota (hereafter referred to as the "Employer"), and the AFSCME Council No. 65, Local 2022, Supervisor Unit, (hereafter referred to as the "Union"). The intent and purpose of this Agreement is to:

1.1 Establish certain hours, wages, and other conditions of employment.

1.2 Achieve and maintain sound harmonious and mutually beneficial working and economic relations between the parties.

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

1.4 Specify the full and complete understanding of the parties.

1.5 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement. The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative pursuant to PELRA for the appropriate bargaining unit consisting of job classifications outlined in Attachment "A" whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and sixty-seven (67) work days per year. Positions outlined in BMS Case No. 09PCE0512 include City Superintendent, Chief of Police and Clerk Treasurer.

2.2 The Employer shall not enter into any agreements with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms or conditions of this agreement or with the role of the Union as the sole and exclusive representative for said employees.

ARTICLE 3 - UNION SECURITY

3.1 In recognition of the Union as the exclusive representative, the Employer shall:

3.1.1 Upon written request of an employee in the Union, and upon a form mutually agreed upon by Employer and Union, deduct such sum as the Union may specify for the purpose of dues to the Union.

3.1.2 Remit such deduction to the appropriate designated officer of the Union with a list of names of employees from whose wages the deductions were made.

3.2 The Union may designate one employee from the bargaining unit to act as steward and shall within five (5) days of its designation to the Employer's City Clerk, inform the Employer in writing of such choice. The Union shall also certify to the Employer a current list of non-employee business representatives representing the bargaining unit upon execution of this Agreement and shall thereafter promptly notify Employer and any successor bargaining representatives.

3.3 Bargaining unit employees selected by the Union shall be paid by the City for hours spent (during normal working hours) in negotiation sessions.

3.4 The Employer will provide AFSCME Council No. 65 space on any existing or proposed work-site bulletin boards for the purpose of displaying group materials, notices, and other materials relevant to the bargaining group and employees.

3.5 The Union agrees to represent all employees in the unit fairly and without regards to Union membership, non-membership, or any other factor.

3.6 Any "fair share" fee deducted shall be withheld in accordance with Minnesota law.

3.7 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 by the Employer under the provisions of this Article.

ARTICLE 4 - EMPLOYER SECURITY

4.1 The Union, its officers or agents or any employees covered by this Agreement, agrees that during the life of this Agreement it will not cause, encourage, condone, suggest, or cooperate, participate in, or support any strike, slow down, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful, and proper performance of the duties of employment, other interruption of or interference with the normal functions of the Employer, regardless of the reason for so doing.

4.2 The Employer will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 - EMPLOYER AUTHORITY

5.1 Except as limited by this Agreement, the Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; 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.

5.2 Nothing in this Agreement shall prohibit the right of the Employer to subcontract work performed by employees covered by this Agreement, provided they provide 60 days notice prior to the subcontracting.

ARTICLE 6 - NON-DISCRIMINATION

6.1 The provisions of this Agreement shall be applied equally by the Employer and the Union to all employees without discrimination as to age, sex, sexual orientation, marital status, national origin, race, color, creed, religion, physical or mental disability, political affiliation, or membership in the Union or any other classification protected by state or federal law.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

7.1 DEFINITION OF GRIEVANCE. A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms and conditions of this Agreement.

7.2 PROCESSING OF A GRIEVANCE. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union steward and/or 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 the aggrieved employee(s) and the steward have previously notified and received approval from the Personnel Committee where the Personnel Committee has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. The Personnel Committee will be notified when the steward or grievant employee(s) returns to the work station and resumes duties.

7.3 PROCEDURE. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. No grievance shall be entertained or processed unless it is submitted in writing to the Personnel Committee within ten (10) business days after the first occurrence of the event giving rise to the grievance, or within ten (10) business days after the employee through the use of reasonable diligence should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written grievance signed by both the employee and Union representative and/or steward shall set forth the nature of the grievance, the facts on which it is based, the alleged violation, and the relief requested. The Personnel Committee shall discuss the grievance within five (5) business days after receipt

with the employee and Union representative and/or steward at a time and place mutually agreeable to the parties.

If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Personnel Committee, the employee, and the Union representative and/or steward. If no settlement is reached, the Personnel Committee shall give the Employer's written answer to the employee and Union representative and/or steward within ten (10) business days following their meeting.

Step 2. If the grievance is not settled in Step 1 and the employee desires to appeal, it shall be appealed by the employee in writing to the City Council within ten (10) business days after the Personnel Committee's answer in Step 1 is due. A meeting or discussion between the City Council and the employee and Union representative and/or steward shall be held within ten (10) business days at a time and place mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by a representative of the City Council, the employee, and Union representative and/or steward. If no settlement is reached, the City Council shall give the Employer's written answer to the employee within ten (10) business days following the meeting.

Step 3. If the grievance remains unresolved following Step 2, the Union may submit the grievance to the Minnesota Bureau of Mediation within ten (10) business days of when the Employer's written response was due. The parties shall attempt to resolve the dispute through the Bureau of Mediation Services mediation process.

Step 4. If the grievance is not settled in Step 3 and the Union desires to appeal, it shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The Employer and Union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Union are unable to agree on an arbitrator, the

Union shall request from the Commissioner of the Bureau of Mediation Services, the State of Minnesota, a list of five (5) names within ten (10) business days following receipt of the Employer's answer in Step 3. The parties shall alternately strike names from a list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

7.4 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 specific time limit or any agreed upon 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 specific time limits, the employee 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, except the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and employee in each step, which extension shall not be unduly withheld by either party.

7.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. 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, and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and Union and shall be based solely on the

arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

If arbitration is not allowed by law or statute, or not covered by the express terms of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

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 record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 CHOICE OF REMEDY. If, as a result of the written Employer's response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If an employee has the option of pursuing either a grievance or a statutory remedy and the employee elects to pursue one of those remedies, that election shall be the employee's exclusive remedy, and the employee shall have no right to pursue any other remedy. Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission where an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 8 - DEFINITIONS

8.1 Union: AFSCME Council No. 65, Local 2022, Supervisor Unit.

8.2 Employer: The City of Starbuck.

8.3 Union Member: A member of AFSCME Council No. 65, Local 2022, Supervisor Unit.

8.4 Employee: A member of the exclusively recognized bargaining unit.

8.5 Probationary Employee: Employee who has not completed the twelve (12) month probationary period.

8.6 Regular Employee: An employee whose position with the City is for an on-going (non-temporary) period and who has successfully completed the twelve (12) month probationary period and who works 50% or more.

8.7 Full-time Employee: An employee whose position requires forty (40) hours per week or two thousand eighty (2080) hours per year of employment.

8.8 Seniority: Length of continuous service with the Employer.

8.9 Immediate Family: The employee's immediate family is to be defined as father or father-in-law, grandfather, mother or mother-in-law, grandmother, sister or sister-in-law, brother or brother-in-law, spouse, children, grandchildren, stepchildren, stepparents, daughter-in-law, son-in-law, or a member of the employee's own immediate household.

8.10 Business Days and Hours Open to the Public: City Hall and the Public Works Department shall be open to the public for business Monday through Friday, 7:30 a.m. to 4:30 p.m.

8.11 Part-time Employees: Employees working fifty percent (50%) or greater will be eligible for prorated benefits. Employees working less than fifty percent (50%) will not receive any benefits.

ARTICLE 9 – WORK SCHEDULES

9.1 Although the normal work week is forty (40) hours, the Employer and employees recognize that employees will be required to work more or less hours as necessary to accomplish their assigned duties.

9.2 Normally, all employees will be scheduled to work on a regular shift, and each shift will have regular starting and quitting times. Employee shifts may be rescheduled to meet public safety requirements and other emergencies.

9.3 Street Superintendant shall be required to do weekend rounds for wastewater/water once a month or as assigned. This position shall be compensated 2 hours of pay at 1.5 times employee's normal rate of pay and shall be compensated for 22 hours of on-call pay for each day at $3.50 per hour

ARTICLE 10 - DISCIPLINE

10.1 The City Council will discipline employees for just cause only. Discipline will be one or more of the following forms:

A. Oral Warning

B. Written Warning

C. Suspension

D. Demotion

E. Discharge

10.2 Disciplinary actions shall generally be progressive; however, the Employer reserves the right to use the form it deems appropriate under the circumstances. Demotions and discharges must have prior approval of the City Council. Notices of discipline will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension will be effective. Demotions will state the classification to which the employee is demoted. The Union will be provided with a copy of each such notice by the Employer.

10.3 Employees shall be informed of their right to Union representation prior to any and all disciplinary actions. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union steward or designate present at such questioning.

10.4 Disciplinary actions, which are to become part of an employee's personnel file will be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimand and/or notices.

ARTICLE 11 - SENIORITY

11.1 An employee wishing to resign from city service shall file a written notice at least two (2) weeks prior to the effective date.

11.2 Employees to be laid off will be given at least a sixty (60) notice. In the event of layoff, probationary and casual employees will be laid off prior to the laying off of regular employees. The Employer will be guided by seniority, as one of the factors in determining the order of layoff, as well as appropriate employees for

transfers and promotions, but reserves the inherent managerial right of selection, direction, and control of employees.

11.3 An employee shall lose all accumulated seniority once his/her right to recall expires.

11.4 In the event that the work force is to be increased, any employee who has been laid off within the preceding twenty four (24) months shall be recalled to his/her classification in the inverse order of seniority, provided the employee has sufficient skill and experience to perform the required work.

11.5 Seniority shall be defined as the length of continuous service with the Employer.

11.6 The Employer shall maintain a seniority list of all employees covered by this Agreement.

11.7 Seniority shall not accrue under the following conditions:

A. During a period of layoff;

B. During a period of an unpaid leave of absence other than military leave or other applicable law; or

C. During a period in which the employee is not in employment status.

11.8 Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the Employer. It shall be the employee's duty to notify the Employer of any address change. Recall shall be based on the same criteria as layoff, and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a position for which the employee on layoff is qualified shall terminate all right to recall.

11.9 An employee's right to recall shall exist for twenty four (24) months after the employee's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. If unusual circumstances prevent an employee from reporting, he/she should telephone his/her department head promptly after receipt of the recall notice and prior to the notified date of return so that other satisfactory arrangements may be made.

ARTICLE 12 - PROBATIONARY PERIODS

12.1 All newly hired employees and re-hires following separation will serve a twelve (12) month probationary period of actual work which does not include any leave of absence as may be required by law.

At Employer's discretion, the probationary period may be extended, and Employer shall document any such extension in the employee's personnel file.

12.2 At any time during the probationary period a newly hired employee may be terminated at the sole discretion of the Employer, and any such termination shall not be a proper subject of grievance under Article 7 of this Agreement.

12.3 All employees who have satisfactorily completed a probationary period in any job classification must also serve a twelve (12) month probationary period in any job classification in which the employee has not served a probationary period.

12.4 At any time during the first ninety (90) days, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the discretion of the Employer or at employee's former rate of pay.

ARTICLE 13 - SAFETY

13.1 The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner.

ARTICLE 14 - HOLIDAY LEAVE

14.1 All regular employees shall be granted the following holidays off with pay:

New Year's Day	January 1
Martin Luther King, Jr., Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November

Day after Thanksgiving	4th Friday in November
December 24 1/2 Day	December 24 When M-F
December 25	December 25

Provided, when New Year's Day, January 1; or Independence Day, July 4; Veteran's Day, November 11; or December 25; falls on Sunday, the following Monday shall be a holiday, and provided when New Year's Day, January 1; or Independence Day, July 4; or Veteran's Day, November 11; or December 25; falls on a Saturday, the preceding Friday shall be a holiday.

14.2 These calculations are based on an employee working one hundred percent (100%) time. If an employee works less than one hundred percent (100%) holiday hours earned per year shall be pro-rated using the employee's straight time hours (including vacation, sick and holiday pay) that he or she was compensated for. Employees working less than fifty percent (50%) will not receive any benefits.

ARTICLE 15 - VACATION LEAVE

15.1 Employees working shall earn vacation leave as follows:

A.	0 thru 4 years	10 days per year	3.08 hours earned per pay period
	5 thru 10 years	12 days per year	3.69 hours earned per pay period
	11 thru 15 years	15 days per year	4.62 hours earned per pay period
	16 thru 20 years	17 days per year	5.23 hours earned per pay period
	20+ years	20 days per year	6.15 hours earned per pay period

15.2 Vacation must be used in increments of not less than one (1) hour.

15.3 Maximum carry-over of vacation hours at year's end will be two (2) times the eligible annual accrual rate.

15.4 Maximum accrual, at any time, should not exceed two (2) times the eligible annual accrual rate, however employees shall have until February 1 of the following year to use carry-over vacation hours.

15.5 In the event an employee's services are terminated, said employee shall be paid for accumulated vacation.

15.6 Newly hired employees accrue vacation at the above-stated rates, but they may not take vacation until after they have successfully completed their probation and any extension thereof.

15.7 These calculations are based on an employee working one hundred percent (100%) time.

If an employee works less than one hundred percent (100%) vacation leave hours earned per year shall be pro-rated using the employee's straight time hours (including vacation, sick and holiday pay) that he or she was compensated for. Employees working less than fifty percent (50%) will not receive any benefits.

ARTICLE 16 - SICK LEAVE

16.1 All regular employees shall be granted eight (8) hours of sick leave with pay for each month of service; unused sick leave to an employee's credit may be accumulated to a maximum total of six hundred (600) hours.

16.2 Sick leave may be used in the case of the employee, spouse, children, parents or others living in the immediate household for acute sickness, injury, disability, or contagious disease or medical appointments that cannot be made out of the employees work schedule.

16.3 The Employer may require a doctor's certificate for any absence of three (3) or more consecutive days, for absences that follow a pattern, or otherwise where the Employer suspects potential abuse.

16.4 Use of sick leave for a purpose not authorized in this Article may be cause for discipline.

16.5 To be eligible to receive sick leave benefits, employees shall notify the office staff prior to the start of their scheduled shift unless emergency circumstances prevent the employee from such prior notification.

16.6 These calculations are based on an employee working one hundred percent (100%) time. If an employee works less than one hundred percent (100%) sick leave hours earned per year shall be pro-rated using the employee's straight time hours (including vacation, sick and holiday pay) that he or she was compensated

for. Employees working less than fifty percent (50%) will not receive any benefits.

ARTICLE 17 - BEREAVEMENT LEAVE

17.1 All regular employees shall be allowed up to five (5) days sick leave for the purpose of bereavement of a member of the employee's immediate family as defined in Section 8.9.

It is understood that payment under the above provisions is only for a day or days when the employee was scheduled to work and would have worked except for the death of such relative. Additional use of vacation or sick leave may be granted upon Employer approval.

17.2 These calculations are based on an employee working one hundred percent (100%) time. If an employee works less than one hundred percent (100%) bereavement leave hours earned per year shall be pro-rated using the employee's straight time hours (including vacation, sick and holiday pay) that he or she was compensated for. Employees working less than fifty percent (50%) will not receive any benefits.

ARTICLE 18 - JURY DUTY - COURT APPEARANCE

18.1 An employee will be granted a leave of absence with pay for service upon a jury; appearance before a court, legislative committee, or other body as a witness in a proceeding involving the Federal Government, the State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority; or attendance at court if any of the above are in connection with his/her official duties.

18.2 Any employee serving on jury duty on a scheduled duty day shall be paid the difference between the jury pay and the employee's wages for the scheduled duty day.

ARTICLE 19 – COMPENSATION AND INSURANCE

19.1 Employees shall be issued payment for hours worked every other Friday. Direct deposit of payment is available at the employee's discretion.

19.2 The job classifications covered by this Agreement and the minimum, maximum, and intervening rates of pay applicable to each are set forth in "Attachment A" which is attached hereto and made a part of this Agreement. Compensation shall be paid on the basis of twenty-six (26) pay periods per year. Normally, newly hired employees shall be paid at the first step of the wage schedule and progress to the next step on January 1 if the employee's date of hire is prior to October 1. If the new employee is hired on or after October 1, he/she will progress to the next step on January of the following year. However, new employees may be granted credit for applicable education, training, and/or experience. A newly hired employee's beginning rate of pay will not exceed the pay rate of any existing employee in the same job classification.

19.3 Employees shall receive their increases on January 1 of years following ratification of this agreement.

19.4 The Employer agrees to provide for all eligible employees under this Agreement insurance programs for hospitalization and major medical coverage and dental insurance at no cost to the Employer, except as provided below in 19.4 A and B, both with the option of dependent coverage as allowed by policy.

A. Employees who select the 181 HSA plan will have their health insurance and dental premiums deducted from a Nine Hundred Eighty Eight and No/100 Dollars ($988.00) monthly allotment. In the event there is a balance remaining after the premium is paid, the remaining balance will be deposited in the employee's HSA account. Any balance remaining after deposit into the HSA will be paid directly to the employee. Any additional cost of dependent coverage shall be paid by the employee through payroll deduction.

Employees who select the 123 2000 CMM plan and who elect single coverage shall receive a contribution of the actual monthly premium cost. Employees who select dependent coverage shall receive a One Thousand

One Hundred Sixty Three and No/100 Dollars ($1,163.00) monthly allotment and pay the remainder of the premium through payroll deduction. In the event the healthcare premium increases between one and five percent (1-5%) for 2021, the Employer will be responsible to pay all costs up to 5 percent (5%). For any increases greater than five percent (5%), the amount will be split between the Employer and the Employee (with each paying fifty percent (50%) of the cost. Employees who work at least fifty (50) percent are eligible for prorated contribution. Employees who work less than 50 % shall not receive any contribution

B. The Employer will offer enrollment in a flexible spending account and allow participation in a deferred compensation plan.

19.5 The Employer will provide Twenty-five Thousand and No/100 Dollars ($25,000.00) non-contributory life insurance and long-term disability insurance for each full-time and regular part-time employee, in accordance with current contract policy. Life insurance benefits will be provided to dependents of these employees in the amount of five thousand ($5,000.00) dollars for spouse and two thousand ($2,000.00) for children.

19.6 The Employer agrees to pay a mileage allowance at the current I.R.S. rate per mile to employees using their personal vehicles for approved City business.

19.7 Uniform Allowance:

19.7.1 The Employer will provide an initial set of uniforms for the Police Chief. Thereafter, the Chief shall have a uniform/equipment allowance up to Six Hundred and No/100 Dollars ($600.00) annually to replace equipment and worn or damaged items in the uniform issue. In order to use this amount, the employee must submit a request for the article of replacement clothing or accessory on a form prepared by the City. The Police Chief or Supervisor will order the article and charge the amount against the Employee's uniform allowance. The uniform and equipment remain property of the City of Starbuck and must be returned to the City upon termination of employment, leave of absence without pay of a month or more, or upon request.

19.7.2 The Employer will provide the Public Works Supervisor a uniform/equipment allowance up to Two Hundred and No/100 Dollars ($200.00) annually. In order to use this amount, the employee must submit a request for the article of replacement clothing or accessory on a form prepared by the City.

Employees terminating from the Employer for any reason must return items purchased with their allowance upon request from the Personnel Committee.

19.7.3 The City will replace personal property if damaged in the line of duty upon proper receipt of a purchase voucher. The reimbursement will not exceed the actual replacement value.

ARTICLE 20 - CHILD CARE AND FAMILY AND MEDICAL LEAVE, MISC LEAVES

20.1 Employees who have been employed by the City for at least twelve (12) months and who have worked at least half-time during that twelve (12) months may, upon written request to the Personnel Committee, take a leave of absence of up to six (6) weeks for the birth or adoption of their child. Provided, however, that, if the employee has accrued vacation or sick leave, paid time off must be applied to any leave taken under this Section 20.1. Employees shall be allowed to maintain a bank of personal leave time of forty (40) hours to use upon return after leave.

20.2 Any employee who has been employed for at least one (1) year and who has worked for at least one thousand two hundred fifty (1,250) hours during that time shall be eligible for a leave of absence pursuant to the Family and Medical Leave Act. The terms of such leave shall be governed by the City's policy. If an employee is eligible for both FMLA leave under this Section 20.2 and is requesting leave under Section 20.1, both leaves shall run concurrently.

20.3 Employees who are members of the military shall be entitled to military leave as provided by law.

20.4 The Personnel Committee may grant a leave of absence without pay for a period of up to six (6) months.

20.5 The Personnel Committee may grant additional leave of absence, for an extended period of time, in cases of extended illness or personal hardship.

20.6 Regular employees working 75% or more may use up to two (2) sick days per year as personal leave.

20.6.1 For employees hired after 1-1-11: These calculations are based on an employee working one hundred percent (100%) time.

If an employee works less than one hundred percent (100%) personal leave hours earned per year shall be pro-rated using the employee's straight time hours (including vacation, sick and holiday pay) that he or she was compensated for.

Employees working less than fifty percent (50%) will not receive any benefits.

ARTICLE 21 - WAIVER

21.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent they are inconsistent with this Agreement, are hereby superseded. Personnel policies and benefits which are in effect at the time of this Agreement and which are not specifically mentioned in this Agreement shall be continued as they are.

21.2 The parties mutually acknowledge that, during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of the Agreement.

ARTICLE 22 - SAVINGS CLAUSE

22.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Starbuck. In the event any provision of this Agreement shall 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 renegotiated at the written request of either party.

ARTICLE 23 - DURATION AND EFFECTIVE DATE

23.1 This Agreement shall be effective as of January 1, 2020, and shall remain in full force and effect to and including the 31st day of December, 2021.

23.2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2020.

CITY OF STARBUCK

MAYOR

CITY COUNCIL STAFF

AFSCME COUNCIL NO. 65
LOCAL 2022 SUPERVISOR

Ginger Thrasher 3.16.2020
UNION REPRESENTATIVE

Joan Lehdet 3-16-20
UNION NEGOTIATOR

ATTACHMENT A
Wage Schedule

	2020 2.5%	2021 2.5%
Police Chief	**$65,898**	**$67,545**
Public Works Supervisor	**$57,127**	**$58,555**
City Clerk	**$43,050**	**$44,126**
City Treasurer	**$51,416**	**$52,701**
Water/Waste Water Superintendent	**$74,684**	**$76,551**

Memorandum of Agreement will address salary for any new hires.