COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF FARIBAULT

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 70

CONTRACT PERIOD — January 1, 2019 to December 31, 2021
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ARTICLE 1 PURPOSE

This agreement is entered into by and between the City of Faribault, Faribault, Minnesota, hereinafter referred to as the City, and Local #70, International Union of Operating Engineers, hereinafter referred to as the Union.

The purpose of this agreement is to achieve and maintain a harmonious relationship between the City and the Union in order to (a) maintain and increase individual efficiency and quality of service, (b) to avoid interruptions or interference with the efficient operations of the City, (c) to express the complete agreement between the City and the Union, (d) to provide for equitable and peaceful adjustments of differences which may arise, and (e) to establish an agreement with respect to terms and conditions of employment.

ARTICLE 2 RECOGNITION

The City recognizes Local 70, International Union of Operating Engineers as the exclusive representative for all employees of the City of Faribault in accordance with Minnesota Statutes, Chapter 179A, excluding supervisory, confidential, professional, nonunion, and all employees of the Police and Fire Department.

ARTICLE 3 DEFINITIONS

3.1 Union: International Union of Operating Engineers, Local No. 70.
3.2 Union Member: A member of International Union of Operating Engineers, Local No. 70.
3.3 Employee: An employee of the City of Faribault and a person occupying a position in the bargaining unit for which International Union of Operating Engineers, Local No. 70 is the exclusive representative.
3.4 City or Employer: The City of Faribault.
3.5 Union Steward: A representative designated by this Union to represent each department of the City covered by this collective bargaining agreement.

ARTICLE 4 MANAGEMENT RIGHTS

It is understood and agreed that management possesses the sole right to operate the City and all management rights reposed in it, but that such rights must be exercised consistently with other provisions of this contract.

Existing customs and practices shall not in any way restrict the rights of management. These rights include but are not limited to the following: to set work schedules; to change methods of operation; to assign job duties; to increase production standards; to require reasonable overtime; to establish reasonable work rules and regulations; to assign supervisors to work performed by employees in the bargaining unit in critical situations; to discipline or discharge; to direct the work forces; to hire, assign or transfer employees; to determine the methods and the number of personnel needed to carry out the mission of the City as determined by the City; to introduce new or improve methods, equipment, or facilities; and to determine the composition of the force to complete overtime work.
ARTICLE 5 UNION RIGHTS

5.1 Non-Interference

The City will not interfere with, restrain, or coerce employees in the exercise of their rights. The Union will not interfere with or restrain any management personnel in the exercise of their management rights.

5.2 Non-Discrimination

The City will not discriminate against any employees in regard to the terms and conditions of employment because of Union activities. The City and Union agree that they shall not discriminate against any person because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

5.3 Bulletin Board

The City agrees to have available at reasonable times, facilities for the purpose of conducting Union meetings and further agrees to furnish and maintain space for a suitable bulletin board in the Public Works Department to be used by the Union. The Union shall limit its posting of notes and bulletins to such bulletin board. The Union will not allow any material to be placed on the bulletin board urging or dramatizing statements or ideas which tend to interfere with management in the exercise of its rights.

5.4 Dues Deduction

The City agrees to deduct, once monthly, from the respective employees' wages an amount sufficient to provide payment of dues established by the Union, provided that the particular employee from whose wage such a deduction is made, has authorized such deduction by a written instrument signed by the employee and furnished to the City. The City agrees to remit such amount so deducted, monthly, to the appropriate designated officers of the Union. The Union agrees to provide the City with a minimum of 30 day notice of any change in the rate of the amount to be withheld. The City will not deduct dues from any employee who elects non-membership in accordance with State Statute.

ARTICLE 6 DISCIPLINARY ACTION

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

1. Oral reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion; or
5. Discharge.

6.2 Suspensions, demotions, and discharges will be in written form.
6.3 Notice of any form of discipline shall be provided to both the Employee and the Union. Notice an Employee's suspension, demotion or discharge shall become part of the Employee's personnel file after being provided to and acknowledged by signature of the Employee. If an Employee refuses to sign the acknowledgement, that will be documented and placed with the notice in the Employee's personnel file.

6.4 Employees' may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

6.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee had been given an opportunity to have a Union representative present at such questioning.

6.6 The Employer shall generally impose progressive discipline but reserves the right to take any disciplinary action it deems appropriate under the circumstances.

6.7 A reprimand shall be removed from an Employee's personnel file if the Employee does not receive subsequent discipline for a same or similar offense within five (5) years of receiving the initial reprimand.

6.8 Grievances relating to the discharge or suspension of an employee may be initiated by the Union at Step 3 of the grievance procedure.

ARTICLE 7 GRIEVANCE PROCEDURE

7.1 Definitions

For the purpose of this article, the following definitions shall apply:

Subd. 1. A "grievance" shall mean shall mean any allegation by an Employee or Union resulting in a dispute or disagreement between the Employee/Union and the City as to the interpretation or application of any terms or conditions contained in this Agreement.

Subd. 2. The term "days" means calendar days excluding Saturdays, Sundays, and any days designated by this Agreement or by Minnesota Statutes as holidays.

Subd. 3. In "computing any period of time" prescribed or allowed by procedures herein, the date of the act or event giving cause for the grievance shall not be included.

Subd. 4. The day in which the "act or event giving cause" for the grievance to be filed shall be considered the day or days in which the grievance occurred or the day in which the employee filing the grievance should have been aware of the act or event.

Subd. 5. The "filing or service" of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period allowed.

Subd. 6. "Reduced to writing" means a written statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.
Subd. 7. "Answer" means a written response outlining the party’s position on the grievance.

Subd. 8. “Department Director” means the head of the department in which the Employee is employed.

7.2 Processing/Procedure

The Employee shall attempt to settle the dispute with their immediate supervisor immediately and upon failing to receive satisfaction shall proceed with the following grievance procedure. All grievances must be filed in writing to the appropriate departmental director within fourteen (14) days from the date of the alleged act or event giving cause for the grievance.

Step 1

The employee or the Union shall file a written grievance with the appropriate Department Director. The filing of the grievance shall take place within fourteen (14) days from the date of the alleged infraction. The Department Director will provide a written Answer to the Employee and Union within fourteen (14) days of the receipt of the grievance. All grievances must be reduced to writing stating sections of the Agreement that are alleged to have been violated by the City and the action or relief sought by the Employee.

Step 2

If the Union or employee does not wish to accept the Department Director’s answer, the Union or employee may appeal the grievance to the City Administrator within fourteen (14) days of the Department Director’s response. The City Administrator shall provide a written answer to the employee and Union within fourteen (14) days of receipt of the grievance by the City Administrator or their designee.

Step 3

If the City Administrator's answer is not satisfactory, the Union or employee may file a copy of the grievance and an explanation of the action sought with the designated representative (Mayor or City Administrator) of the City Council within fourteen (14) days of receipt of the City Administrator's Answer. The City Council shall respond to the grievance appeal within twenty-one (21) days of receipt of the grievance.

Step 4

If the City Council's answer is not satisfactory, either party may petition the Minnesota Bureau of Mediation Services to provide a mediator to assist in the settlement of the grievance but the Union must notify the City within fourteen (14) days after receipt of the City Council’s answer. If the Mediator’s response is not satisfactory, the Union may institute arbitration proceedings but must notify the City Council within fourteen (14) days after receipt of the Mediator’s response.

7.3 Waiver
Subd. 1. If the Union fails to respond within time limits established in the procedure, the grievance shall be deemed settled and the City's last answer shall prevail. If the City fails to answer in accordance with the schedule in the grievance procedure, the grievance shall be deemed settled and the relief sought shall have been deemed agreed to by the City.

Subd. 2. The grievance may be withdrawn by the aggrieved person at any level in writing without prejudice.

Subd. 3. The time limits may be extended by mutual written agreement.

ARTICLE 8 ARBITRATION PROCEDURE

8.1 Purpose

Any dispute which has remained unresolved through the grievance procedure of this Agreement may be submitted to arbitration.

8.2 Selection

Should the Union and City be unable to agree on an Arbitrator within fourteen (14) days of the issue being submitted to arbitration, the grieving party shall request the Bureau of Mediation Service to submit a list of arbitrators. The City and Union shall alternately strike names until one (1) name remains and that person will be the arbitrator. A toss of the coin will be used to determine which party will strike the first name.

8.3 Arbitrator's Decision

The Arbitrator shall make their findings known simultaneously to the City and to the Union within sixty (60) days from final arbitration hearing. The decision of the Arbitrator shall be final and binding on both parties.

8.4 Arbitrator's Cost

The cost of the arbitrator shall be borne equally between the City and the Union. The cost of a court reporter shall be borne by the party requesting the court reporter provided if both parties desire a verbatim record of the proceedings, the cost shall be shared equally. All other expenses incurred by either party shall be borne by the respective party.

8.5 Arbitrator's Authority

The Arbitrator shall have no right to amend, modify, nullify, ignore or add provisions to this agreement. The Arbitrator's authority shall be limited to the extent that it may only consider and decide the particular issue or issues presented to it by the City and/or Union. Disputes or differences regarding the negotiable issues are expressly not subject to arbitration.
8.6 Arbitration Information

Upon appointment of the Arbitrator, both parties shall, within fourteen (14) days of the arbitration hearing, submit to the other party the following:

A. The issues involved.
B. Statement of the known facts.
C. Position of the party for resolution of dispute.
D. The name and credentials of the person who will be presenting the party’s position at the arbitration hearing.

The Union and City agree not to withhold from the other any relevant information they intend to use in the arbitration hearing. Both parties also recognize that all relevant information needs to be presented to assure a fair decision and, therefore, is not intended to restrict the use of information that was not known or overlooked at the time of the submission of information. Both parties agree they will notify the other of new information which becomes available when reasonably possible.

A party may not change the person selected to present their position at the arbitration hearing if the hearing is scheduled to occur within fourteen (14) days, unless both parties mutually agree to the change. If, after fourteen (14) days, one (1) party notifies the other of a change in the person presenting their position, the other party may have an additional two (2) days in which to make a change of the person presenting their position.

8.7 Choice of Remedy

If the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, and the Employee has acquired veteran preference rights under Minnesota Veterans Preference Act (VPA), the grievance may be appealed either pursuing arbitration under this Agreement or by requesting a hearing under the VPA. If appealed under the VPA, the grievance is not subject to the arbitration procedure as provided in this Agreement and the Employee shall have waived the Employee’s right to arbitrate pursuant to this Article.

ARTICLE 9 WORK INTERRUPTIONS

Neither the Union, its officers or agents, nor any employees covered by this agreement will engage in, encourage, sanction, support, or suggest any strikes, slow downs, mass resignations, 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 for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment. In the event that any employee violates this article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this article may be disciplined. In any arbitration proceeding involving breach of this clause, the sole question for the Arbitration Board is whether the employee engaged in the prohibited activity.
ARTICLE 10 SENIORITY

10.1 Definition

Seniority shall be defined as an employee’s length of continuous service within the Union.

10.2 Loss of Seniority

Seniority in the Union shall be broken and terminated if an employee:

1. Quits;
2. Discharged;
3. Absent from work for three (3) consecutive work days without notification to the City;
4. Laid off and fails to report to work within three (3) working days after having been recalled;
5. Absent from work for any reason for twelve months except on authorized unpaid leaves of absence;
6. Fails to report for work at the termination of any leave of absence;
7. Accepts other full-time employment while on any leave of absence;
8. Retires; or
9. Leaves the Union for any other position outside of the bargaining unit.

10.3 Layoff/Recall

Layoffs shall be accomplished by division on the basis of seniority within a classification, with the least senior employee within a classification being laid off first (within the full-time or part-time groups respectively). The least senior employee within a classification subject to layoff may displace ("bump") any employee with less total City seniority in a lower paid classification within the employee’s division, providing the employee is qualified to perform the duties of the lower paid classification.

It shall be the responsibility of the employee in layoff status to keep a current address and phone number on file with the City for purposes of recall. A minimum of thirty (30) calendar days advance notice shall be provided to any employee to be laid off. The notification of recall or layoff shall be provided by the City by registered or certified mail. The City must notify the Union and the employees of a layoff at the earliest opportunity.

Employees on layoff status (up to one year) will be recalled on the basis of the most senior employee within the division and within the classification being recalled first. No new hires shall be made until all employees on layoff status are given an opportunity for recall.

10.4 Benefits While on Layoff

Vacation will not accrue during the layoff period. An employee may utilize any vacation accrued as of the effective date of the layoff. The employee may not "cash in" the total of accrued vacation unless the employee elects to permanently separate from the City.
Sick leave will not accrue during the period of layoff. The employee may not utilize sick leave during the layoff period. The employee may not "cash in" accrued sick leave unless permanently separating from the City's employment.

Health (both individual and dependent), life and long term disability insurance coverage will be available to the employee for the length of time determined by federal and state law. Health, life and long term disability insurance coverage shall remain in effect upon payment to the City in an amount equal to the cost of such coverage provided insurance coverage is not available due to other employment while on layoff. Payments must be made by the 20th of each month for which coverage is anticipated for the succeeding month.

Seniority will continue up to a maximum of one year. Seniority will be broken if the employee fails to report within three working days after having been recalled to full-time status or elects to separate from the City employment by "cash in" of accrued sick leave or vacation.

Years of full-time service (seniority) shall be credited for purpose of part-time wage determination. However, part-time seniority after one year will not be credited upon recall to full-time status.

No other benefits other than those represented above shall accrue to employees while on layoff status.

**ARTICLE 11 PROBATIONARY EMPLOYEES**

All employees, upon commencing full time service with the City, shall serve a probationary period of one year. The wages of all probationary employees will be in accordance with the provisions provided in the section on wages. Employees shall have no seniority until they have completed their probationary period. Upon completion of the probationary period, an employee shall be credited with seniority dating from the date of employment with the City in the Bargaining Unit. The terms of this contract shall not apply to any probationary employee with the exception of the provisions provided in the section on wages and provisions of this section. Probationary employees shall receive no fringe benefits except health insurance, vacation, sick leave, and holidays, until completion of their probationary period. Upon completion of the probationary period, employees shall receive all fringe benefits outlined in this contract retroactive to the date of hire. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the City.

**ARTICLE 12 SAFETY**

All employees shall comply with safety and health regulations established by the City.

**ARTICLE 13 PHYSICAL FITNESS**

The City may require a physical examination prior to beginning employment and annually thereafter. The City may require health examinations during the year in cases where the City believes an Employee may have health problems which may jeopardize their health or life or that of their fellow employees. The City shall pay for those physical examinations it requires.
ARTICLE 14 HOURS OF WORK AND OVERTIME

14.1 Work Week/Day

The standard work week for all full-time employees will consist of forty (40) hours composed of five (5) consecutive eight (8) hour days, Monday through Friday except when otherwise required in a six or seven day operation. The standard work day shall consist of eight (8) consecutive hours (excluding unpaid lunch break) between 12:01 a.m. and midnight.

14.2 Rest Breaks

Each employee shall receive one (1) fifteen-minute rest break with pay for each four hours of work performed and one (1) lunch break without pay per eight (8) hour shift.

14.3 Overtime - Compensatory Time

The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest. All work required by the City in excess of the number of hours in the standard work week or work day shall be considered overtime. All overtime work shall be compensated for at the rate of one and one-half (1 1/2) times the hourly rate of the employee. The City will attempt to equally distribute overtime among employees in the same position.

Employees shall be allowed to accrue up to 40 hours of compensatory time instead of overtime throughout the calendar year. Employees will be allowed to use and replenish their compensatory time throughout the year provided that the accrual does not exceed 40 hours at any time. If this time is not used by the first pay period in December, it will be paid to the employee on the same basis as overtime.

Section 14.4 Call Back Pay

The City shall pay call back wages for two (2) hours minimum guaranteed pay. Such wages shall be paid at the regular straight time rate of pay unless, when such call back hours are worked, they are hours worked in excess of the hours provided for in the standard work week or work day, in which case the overtime provisions of this Agreement shall apply.

14.5 Shift Differential

Employees will receive a shift differential of seventy-five cents ($.75) per hour, for an entire shift if at least half of the hours of that shift fall outside of the hours of 7a.m. and 7p.m. Shift differential shall be applied to overtime hours worked within the hours specified. Scheduling of shifts falling wholly or partially outside of normal work hours shall only be done as necessitated by the work needing to be completed and not the request or convenience of employees.
ARTICLE 15 AUTOMOBILE USE

Any employee who is required to use their personal automobile for City business shall be reimbursed at the rate paid by the Federal Government.

ARTICLE 16 PER DIEM PAY

The City shall provide a per diem as per federal reimbursement pay as a meal allowance in the event of overnight travel for conference or training seminars. The per diem does not include cost of transportation, lodging, or conference registration fees. When meals are provided as a part of the conference or training seminar, the employee is not entitled to per diem payment. The employee may be paid in advance of the conference or training seminar except, however, they are responsible for submitting the necessary documentation in advance of the regularly scheduled accounts payable processing period.

ARTICLE 17 HOLIDAYS

17.1 Holiday Schedule


All employees shall also receive one (1) floating holiday at time of hire and at the beginning of each year to be taken in accordance with the rules governing vacation days.

17.2 Holiday Pay

Employees shall be granted the holiday off without loss of pay, or if required to work on the holiday as part of the standard work week, shall receive time and one-half their normal rate of compensation for all hours worked. Any employee required to work on a holiday, outside of their standard work week, shall receive compensation in accordance with the overtime provision of this Agreement.

17.3 Weekend Holiday

When a holiday falls on a Saturday, the holiday shall be considered to have occurred on the preceding Friday. When a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday.

ARTICLE 18 VACATION

18.1 Vacation Schedule

Employees who have been employed by the City uninterruptedly with no breaks in employment except for brief layoffs which are directed by the City shall be eligible for a paid vacation at their regular rate of pay pursuant to the following schedule. Vacation will be earned at the rate of 3.08 hours per pay period for the first 5 years of employment; at the rate of 4.62 hours per pay period for the second 5 years of employment; and at the rate of 6.16 hours per pay period thereafter. Because of the conversion from days to hours there shall be no loss of benefit to any employee from previous language.
One floating holiday (8 hours) will be given in full to each employee at the time of hire, which can be used during their probationary period or anytime thereafter.

Section 18.2 Vacation Accumulation

An employee may not commence using vacation leave until they have accumulative total of at least five (5) work days, or unless the Department Director approves the vacation leave. Employees earning vacation at the rate of 3.08 hours per pay period may not accumulate more than 140 hours. Employees earning vacation at the rate of 4.62 hours per pay period may not accumulate more than 200 hours. Employees earning vacation at the rate of 6.16 hours per pay period may not accumulate more than 260 hours. Because of the conversion from days to hours there shall be no loss of benefit to any employee from previous language.

Employees will earn additional vacation day(s) per the total years of service with the City of Faribault. Accrual day(s) will commence on the employees anniversary date of hire per the chart below:

<table>
<thead>
<tr>
<th>Years of service</th>
<th>Extra day(s) of vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-14 years</td>
<td>1 day</td>
</tr>
<tr>
<td>15-19 years</td>
<td>2 days</td>
</tr>
<tr>
<td>20+ years</td>
<td>3 days</td>
</tr>
</tbody>
</table>

18.3 Vacation Schedule

A vacation schedule shall be developed, by seniority, prior to June 1 of each calendar year. After June 1, employees may request vacation on a first come first serve basis upon requesting a vacation with a two week advance notice. The City may disallow vacation requests if the two week advance notice is not provided by the employee. The City will attempt to accommodate emergency requests for vacation leave. For purposes of determining vacation rights according to seniority, seniority shall be in accordance with the individual divisions. Earned vacations may be taken so as not to jeopardize efficient municipal operations at any time. Such requests shall indicate the number of days sought to be used.

ARTICLE 19 INSURANCE

19.1 Premiums

Employee health insurance premiums for this contract and going forward will be based on the following percentages. Any changes to plans would only be due to Federal requirements and regulations.

Plan:

<table>
<thead>
<tr>
<th>Plan</th>
<th>Single</th>
<th>Single+1</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2700</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Employer Percentage  92%  87%  82%
Employee Percentage  8%  13%  18%

$1350 Deductible    Single    Single+1    Family
Employer Percentage  82%  77%  72%
Employee Percentage  18%  23%  28%

The City will match an Employee’s contribution to their H.S.A. under the City H.S.A. plan up to $600 for 2019, 2020 and 2021. Employer contributions into the H.S.A. plan will be made on a pro-rata basis per pay period.

If any other group or individual employed by the City receives contribution levels for insurance exceeding the negotiated contributions stated in this Agreement, this group would also receive those increased contributions.

The employee's portion of the premium cost shall be paid through payroll deduction. In no case shall the City's contribution exceed the actual cost of the coverage selected by the Employee.

19.2 Retired Employee Premiums

The City will allow retired employees to continue on as members in the medical insurance program as required by state and federal law.

19.3 Dependent Health Claims

Any employee provided with dependent health care coverage shall file such information as may be required by the City to determine the availability of health care insurance to employed dependents.

No employee shall file, or permit to be filed, an insurance claim against the City's health care provider until any health care benefits of employed dependent's health care plan have been utilized.

19.4 Life Insurance

The City will provide at no cost to the employee a $100,000.00 term life insurance policy.

19.5 Long Term Disability

The City will provide, without cost to the employee, long term disability insurance which will provide 66.6% of normal compensation to a maximum of $5,000.00 per month payable to the age of 65 and commencing from the 91st day of disability.

An employee once disabled and collecting long term disability benefits on the 91st day shall not accrue vacation, holiday time or sick leave and accrual of said benefits shall not begin until such time the disability stops and the employee returns to permanent duty.
ARTICLE 20 LEAVE OF ABSENCE

20.1 Sick Leave

a) Rate

Employees shall earn sick leave at the rate of 120 hours per year, except for employees hired before January 1, 1999, who will earn sick leave at the rate of 168 hours per year.

b) Use

Sick leave may be only used for the employee’s own personal injury or illness, illness of a member of your immediate family, medical and dental appointments during working hours. Employees must use sick leave in increments of at least one-half (1/2) day or a minimum of one (1) hour increments with supervisor approval. Employees shall be allowed to use sick leave as needed except that in order to qualify for sick leave, an employee must report that they are sick no later than one (1) hour before the time for which they are scheduled to report to work. This one (1) hour restriction shall not apply to employees who become sick while at work.

c) Physician Statement

Employees on sick leave for their own personal injury or illness for more than three consecutive days may be required to submit a physician’s statement of illness. Employees may be required to submit a physician’s statement of illness after one day, if that day is immediately before or after a holiday or a regularly scheduled day off or if the City suspects abuse.

d) Supplementing Sick Leave

Any employee who has exhausted their sick leave and requires additional sick leave time for their own personal injury or illness may substitute any part of unused vacation time for the same. When an employee is eligible for Worker's Compensation payments, they may supplement these payments with a prorated portion of any accumulated sick leave so that the combination of the two benefits will equal their net pay. Net pay is defined for these purposes as regular pay received from a standard work week less mandatory deductions which include federal and state taxes, social security, Medicare, PERA and wage garnishments. If they should exhaust their accumulated sick leave, they will receive Worker's Compensation payments only.

e) An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

f) An employee may use sick leave as allowed under this section for safety leave, whether or
not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

g) The use of sick leave for safety leave or for absences due to the illness of or injury to the employee’s adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent is limited to up to 160 hours in any 12-month period. This Article 20 item e) does not apply to absences due to the illness or injury of a child, as defined in Minnesota Statute 181.940, subd. 4.

h) Accumulation Benefit

Employees shall be allowed a year-end accumulation maximum of 500 unused sick leave hours, except those employees having more than 480 hours of sick leave accumulation on January 1, 1984, shall retain such accumulations for sick leave usage and termination consideration. Employees shall be compensated at a rate of one hour of pay for each three hours of unused sick leave in excess of the 500 hours, except those employees having more than 480 hours of sick leave accumulation on January 1, 1984, shall retain such accumulations for sick leave usage and termination consideration. Part-time employees will receive sick leave buyback on a pro-rata basis, based on their hours worked or shift schedule.

i) Accumulation Option

Employees hired before January 1, 1984, had an option until September 1, 1984, of maintaining a maximum accumulation of 180 days of unused sick leave (without annual "buyback") or utilizing the accumulation benefit in accordance with Article 20, item h). Any employee choosing to maintain the 180 day accumulation shall not be eligible at any future time to utilize the accumulation benefit in accordance with Article 20, item h).

20.2 Emergency Leave

Emergency leave may be granted to an employee in the event of serious illness or other emergency in the family of said employee. Employees in need of such leave shall make application therefore to the City Administrator. Such time as is granted shall be chargeable against the employee's paid leave accounts. The rate of charge against the paid leave accounts shall be that of the actual time absent from work. The granting of such emergency leave shall not be unreasonably or arbitrarily withheld.

20.3 Jury Duty

All employees will receive a leave of absence when called for jury duty and be paid their regular rate of pay by the City. The employee shall in turn submit any remuneration received from jury duty, minus mileage reimbursements, to the City. Jury duty calls shall be reported to the Department Director.
on the first working day following receipt of the jury summons.

20.4 Funeral Leave

Employees are allowed to use up three (3) days for the death of an immediate family member, with pay, as funeral leave upon the death of an immediate family member. One (1) day of paid funeral leave is provided to an Employee in the event of the death of any other family member.

Immediate family members include an Employee’s spouse, parents, children, siblings, grandparents, grandchildren, similarly-related step relationships, in-laws, and domestic partners. Other family members include aunts, uncles, nieces, nephews, and similarly related in-laws. Funeral leave will not be deducted from the Employee’s vacation or sick leave balances. Employees may request additional time off for a longer leave or to attend the funeral of a more distant relative or friend. Prior approval of the applicable Department Director and City Administrator is required, and if allowed, such leave actually used by the Employee will be charged against the Employee’s sick leave account.

20.5 Military Leave

Employees who are called to active duty in the U.S. military service shall receive a leave of absence without pay and shall be entitled to return to their former job providing said employee returns to work within 90 days after release from active duty. The City shall comply with all state and federal laws concerning the granting of leaves of absence for any military service or training.

20.6 Personal Leave

An employee may request a personal leave of absence without pay. All requests for personal leave of absence shall state the reason for which the request is made in writing to the City Administrator. The City Administrator may grant personal leaves of absence up to two weeks in duration. Leaves of absence for more than two weeks shall be presented to the City Council. While on a personal leave of absence without pay, an employee shall retain their seniority, however, they shall forfeit all fringe benefits while on the leave.

ARTICLE 21 TERMINATION CONSIDERATION

21.1 Sick Leave

When an employee leaves the employment of the City in good standing, with at least three years of service, they shall receive a salary equivalent of one-half of their accumulated sick leave up to a maximum of 500 hours. Upon retirement, disability, layoff, or death, the Employee or the estate of the Employee in the event of the Employee’s death will be paid one-half of their unused sick leave. Upon written notification of retirement, an employee may begin to draw sick leave separation pay up to 18 months prior to the employee's last day of employment. Separation pay shall be computed at the rate of pay in effect when the employee receives the pay and the employee shall give notice of the separation on August 1st of the year in which the first payment is to be received.

21.2 Vacation
When an employee leaves the employ of the City in good standing, the Employee or the estate of the Employee in the event of the Employee’s death will receive all vacation earned up to the date of termination regardless of anniversary dates.

ARTICLE 22 UNIFORMS

The City shall rent, furnish, clean, replace, and repair uniforms for employees of the Water Reclamation Facility, the Streets Division, the Utilities Division and the Park Department. The City shall furnish uniforms for all other divisions of the City upon a request by a majority of the employees within the division.

The City agrees to provide up to $120 per year for employees working in the Water Reclamation Facility, the Streets Division, the Utilities Division and the Park Maintenance Division towards the purchase of steel toe/composite footwear. Reimbursements will be made upon submittal of an appropriate receipt.

ARTICLE 23 TRANSFERS

An employee may transfer laterally from one division to another division with the approval of both of the affected Department Directors and/or the City Administrator. If the City assigns an employee to another shift, such assignment shall be for not less than one (1) standard work week.

ARTICLE 24 WAGES

24.1 COLA and Wages

Cost of Living Adjustments (COLA) are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>COLA</th>
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<tbody>
<tr>
<td>2019</td>
<td>2.75%</td>
</tr>
<tr>
<td>2020</td>
<td>3.00%</td>
</tr>
<tr>
<td>2021</td>
<td>3.25%</td>
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</table>

The City completed a Classification & Compensation Study in 2018, including a new wage structure. Job Title grades in the new structure for Local 70 employees are as follows: Public Works Foreperson “J”

- Engineering Tech III “J”
- Mechanic “I”
- Fitness Coordinator “I”
- Water Sewer Operator III “I”
- Engineering Tech II “I”
Planning & Rental Tech  “T”
Wastewater Operator  “H”
Engineering Tech I  “H”
Heavy Equipment Operator “H”
Water & Sewer Operator  “H”
Accounting Tech  “G”
Light Equipment Operator  “G”
Administrative Assistant II  “F”
Maintenance Specialist  “F”
Maintenance Engineer  “F”
Department Specialist  “E”
Administrative Assistant II (Finance)  “D”
Administrative Assistant I  “D”
Library Tech  “D”
Public Works Clerk  “D”
Light Duty Custodian  “C”
Receptionist  “B”
Library Receptionist  “B”

All new employees shall be placed between steps 1 through 3 based on experience and education. They will receive a step increase based on the scale below and meeting the requirements of their position.

All current employees will be placed in the new wage structure (2018) at the step with the wage that is closest to, but greater than, the employee’s current wage. Employees will advance one step effective January 1, 2019 (if meeting the requirements of their position) and receive the COLA increase reflected in the wage structure shown below for 2019. Current employees will then follow the wage schedule below for step increases based on their step placement on January 1, 2019.
<table>
<thead>
<tr>
<th>Year</th>
<th>Progression</th>
<th>Start</th>
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<th>12 months</th>
<th>18 months</th>
<th>24 months</th>
<th>30 months</th>
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<th>42 months</th>
<th>48 months</th>
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<th>66 months</th>
<th>72 months</th>
<th>78 months</th>
<th>84 months</th>
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If any other exempt or non-exempt employee groups working for the City, excluding anyone being reclassified, going through probation, reorganization, or a promotion, receive an increase in base wages, this group would also receive that same percentage increase.

Water & Sewer Operators, Wastewater Operators, Department Specialist and Maintenance Specialist On-Call Duty Pay will be $35.00 per day.

24.2 Out-of-Classification Pay

When an employee is assigned by a Department Director to accept the responsibility and duties in a higher paid classification for at least one full shift day or more, the employee shall receive the higher pay for hours worked in the higher classified wage.

ARTICLE 25 VACANCIES

25.1 Job Posting
In the event an opening occurs in any of the divisions covered by the Agreement, the City shall post a notice of such openings in all buildings where employees generally report to work, so as to give interested employees at least five working days to apply. The City reserves the right to simultaneously advertise outside the unit.

25.2 Filling Positions

The City shall fill a position with the most qualified employee from the Union. However, the City reserves the right to hire outside the Union if such an applicant is more qualified. Under any circumstances, if qualifications are equal the City shall give preference to the more senior Employee. An Employee (unsuccessful applicant) may request that a written explanation become part of their permanent personnel record.

ARTICLE 26 NEW ORDINANCES

This City agrees not to enact any ordinances superseding or nullifying this Agreement.

ARTICLE 27 REGULAR PART-TIME

A regular part-time employee is defined as one that works less than 30 hours in a standard work week for an indefinite period. Such an employee shall receive prorated benefits for vacation, sick, and holiday pay and the full wage stated in the section on wages.

ARTICLE 28 AGREEMENT OF THE PARTIES

This Agreement is the entire agreement of the parties, terminating all prior agreements and practices and concludes all collective bargaining during the term of the contract period. The Union specifically waives the right to bargain with respect to any subject or material referred to or covered in the agreement or with respect to any subject of material not specifically referred to or covered in the agreement even though it may not have been in the knowledge or the contemplation of the parties at the time the Agreement was negotiated. No prior or existing custom or practice is to be considered part of or as in any way supplementing the terms and provisions of this Agreement.

ARTICLE 29 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provisions, should be rendered, or be declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement remain in full force and effect.

ARTICLE 30 DURATION

This agreement shall be in effect from January 1, 2019 and shall remain in effect until December 31, 2021 and from year to year thereafter unless either party shall notify the other in writing by May 1st that it desires to modify or terminate this agreement.

Dated this _____ day of ______________ , at Faribault, Minnesota.