AGREEMENT

Between

CITY OF PARKERS PRAIRIE

And

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION NO. 70

January 1, 2020 through December 31, 2021
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PURPOSE</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>RECOGNITION</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>DEFINITIONS</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>UNION RIGHTS</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>EMPLOYER RIGHTS</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>HOURS OF WORK</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>OVERTIME, CALL-BACK, ON-CALL AND PREMIUMS</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>PROBATIONARY PERIOD</td>
<td>8</td>
</tr>
<tr>
<td>9</td>
<td>SENIORITY</td>
<td>8</td>
</tr>
<tr>
<td>10</td>
<td>HEALTH AND MEDICAL INSURANCE</td>
<td>9</td>
</tr>
<tr>
<td>11</td>
<td>VACATION</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>SICK LEAVE, JURY DUTY LEAVES AND LEAVES WITHOUT PAY</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>REST PERIODS</td>
<td>12</td>
</tr>
<tr>
<td>14</td>
<td>HOLIDAYS</td>
<td>12</td>
</tr>
<tr>
<td>15</td>
<td>DISCIPLINARY PROCEDURES</td>
<td>14</td>
</tr>
<tr>
<td>16</td>
<td>GRIEVANCE PROCEDURE</td>
<td>15</td>
</tr>
<tr>
<td>17</td>
<td>ABSENCES FROM WORK</td>
<td>18</td>
</tr>
<tr>
<td>18</td>
<td>WAGES</td>
<td>18</td>
</tr>
<tr>
<td>19</td>
<td>NON-DISCRIMINATION</td>
<td>19</td>
</tr>
<tr>
<td>20</td>
<td>WAIVER</td>
<td>19</td>
</tr>
<tr>
<td>21</td>
<td>SAVINGS CLAUSE</td>
<td>20</td>
</tr>
<tr>
<td>22</td>
<td>DURATION</td>
<td>20</td>
</tr>
<tr>
<td>23</td>
<td>TUITION</td>
<td>20</td>
</tr>
<tr>
<td>24</td>
<td>MISCELLANEOUS</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>MEMORANDUM OF UNDERSTANDING</td>
<td>23</td>
</tr>
</tbody>
</table>
THIS AGREEMENT is made and entered into between the City of Parkers Prairie, hereinafter referred to as the EMPLOYER, and the International Union of Operating Engineers, Local Union No. 70, hereinafter referred to as the UNION. The parties hereto agree as follows:

**ARTICLE 1 – PURPOSE**

1.1 The UNION and the EMPLOYER agree that the purpose for entering into this agreement is to:

   a. Provide for a means to peacefully resolve disputes concerning the application or interpretation of this AGREEMENT.

   b. Specify the full and complete understanding of the parties; and

   c. Place in written form, the complete agreement upon the terms and conditions of employment for the duration of this AGREEMENT.

**ARTICLE 2 – RECOGNITION**

2.1 The EMPLOYER recognizes the UNION as the exclusive representative for the following employees of the City of Parkers Prairie, Minnesota: Maintenance Supervisor, Maintenance Worker, who are employed for more than fourteen (14) hours per week and more than one hundred (100) days per year, excluding elected officials, supervisory employees and confidential employees.

2.2 Disputes which may occur over the inclusion or exclusion of new, modified or other job classifications within the described units shall be referred to the Bureau of Mediation Services for determination.
ARTICLE 3 – DEFINITIONS

3.1 UNION: The International Union of Operating Engineers, Local No. 70.

3.2 UNION MEMBER: A member of the I.U.O.E. Local No. 70.

3.3 EMPLOYEE: A person employed by the EMPLOYER and assigned to a job classification within an appropriate bargaining unit covered by this Agreement.

3.4 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period.

3.5 REGULAR EMPLOYEE: Employee who has completed the probationary period.

3.6 EMPLOYER: The City of Parkers Prairie or a designated representative.

3.7 UNION OFFICER: An elected or appointed representative of I.U.O.E. Local No. 70.

ARTICLE 4 – UNION RIGHTS

4.1 Dues Deduction. The EMPLOYER agrees to deduct monthly from the wages of employees who authorize such a deduction in writing, an amount equal to monthly UNION dues.

4.2 Remittance of Dues and Fair Share. The EMPLOYER shall remit to the UNION monthly, the deductions made under 4.1, together with a statement of employees from whom such deductions have been made.

4.3 Indemnification. 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 4.1 of this Article.

4.4 Right to Join and Participate. Employees shall have the right freely and
without fear of penalty or reprisal, to form, join and participate in the UNION or to refrain from such activity.

Employees shall have the right to freely participate in internal UNION affairs, as officers, stewards, committee persons or such other capacities to the extent that such participation does not interfere with an employee's job duties and responsibilities.

4.5 **Stewards.** The UNION may designate to a maximum of one (1) employee within each bargaining unit as Steward and shall notify the EMPLOYER in writing of the employee so designated and of any changes in such positions.

a. A Steward shall have those duties and responsibilities as established by Article 16 (Grievance Procedure).

b. During working hours and without loss of pay, a designated Steward shall be allowed reasonable time to post official UNION notices or announcements to transmit official communications authorized by the UNION to the EMPLOYER, so long as such activity does not interfere with the employee's assigned job and responsibilities.

c. Upon notification to the EMPLOYER, a Steward shall be allowed reasonable time off duty, with pay, to consult with the EMPLOYER or UNION officers, concerning the administration of this AGREEMENT, or to attend negotiation sessions mutually scheduled by the UNION and the EMPLOYER for the renegotiation of this AGREEMENT.

4.6 **Union Representative.** Business Representative of the UNION shall have the right to enter the EMPLOYER'S facilities to meet with employees covered by this AGREEMENT.

4.7 **Use of Employer's Facilities.** Under no circumstances will the EMPLOYER'S human resources, supplies, equipment, or facilities be used in support of UNION affairs or business, except as hereinafter provided by this Section.
a. The EMPLOYER shall provide reasonable space designated for employee bulletin boards for the posting of official UNION notices and announcements.

b. Official UNION shop meetings, called by a UNION Business Representative, may be held in the employee's lunchrooms or available maintenance areas, during lunch or break periods provided that such meetings do not interfere with the employee's work duties and responsibilities.

ARTICLE 5 - EMPLOYER RIGHTS

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all human resources, 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 not specifically limited by this AGREEMENT.

5.2 Any term and condition of employment not specifically established or maintained by this AGREEMENT shall remain within the discretion of the EMPLOYER to modify, establish or eliminate.

5.3 Nothing in this AGREEMENT shall be construed as restricting or prohibiting the EMPLOYER'S right to subcontract, however, the EMPLOYER agrees to notify the UNION sixty (60) days prior to final action regarding subcontracting work which would reduce the work or number of hours worked by the employees employed at the date of this AGREEMENT.

5.4 Upon request of the UNION, the EMPLOYER shall meet and confer regarding the subcontracting decision.
ARTICLE 6 – HOURS OF WORK

6.1 The EMPLOYER shall be the sole authority in determining work schedules. It is understood, however, that employees and the UNION shall be notified in writing seventy-two (72) hours before the effective date of such changes. The notification shall not be required in cases of temporary schedule changes to meet emergency needs.

6.2 The normal work day for Maintenance Workers covered by this AGREEMENT shall consist of a scheduled shift of eight (8) consecutive hours, 7:00 a.m. to 4:00 p.m. or 8:00 a.m. to 5:00 p.m., exclusive of one (1) hour duty-free lunch and a normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday except in the case of an emergency situation or unless previously approved.

6.3 Any employee covered by this AGREEMENT required to respond to a pager during his/her duty-free lunch shall have the option of leaving the job one (1) hour early for that shift or work the entire shift and receive one (1) hour overtime for that shift.

ARTICLE 7 – OVERTIME, CALL-BACK, ON-CALL AND PREMIUMS

7.1 Overtime. The EMPLOYER shall have the right to schedule overtime work. Employees scheduled overtime shall be compensated for such hours worked in accordance with this Article.

a. All hours scheduled and worked in excess of forty (40) hours per week, shall be compensated at the rate of one and one-half (1-1/2) times the employee’s straight time hourly rate.

7.2 Call-Back. An employee who is called to duty by the EMPLOYER during scheduled off-duty time shall receive a minimum of two (2) hour’s pay at one and one-half (1-1/2) times the employee’s base rate or actual time worked, whichever is greater. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.
7.3 **On-Call.** Employees who work eight (8) hours and are determined by the City to be on-call status following eight (8) hours or work, shall be compensated at $2.50 per hour, for all hours on-call.

**ARTICLE 8 – PROBATIONARY PERIOD**

8.1 **Original Employment.** All original hires or rehires, following separation from employment, shall serve a six (6) continuous month probationary period.

a. Employees may be terminated during the probationary period at the discretion of the EMPLOYER without such termination being a violation of this AGREEMENT.

b. During the probationary period, employees shall earn sick leave and vacation as established by this AGREEMENT.

c. Employees shall have no seniority status during the probationary period. Employees shall be assigned a seniority date as of their first day of continuous employment.

**ARTICLE 9 – SENIORITY**

9.1 Seniority shall be defined as length of employment with the EMPLOYER in the bargaining unit.

9.2 **Break in Seniority.** Seniority shall not be earned by an employee under the following conditions:

a. During the period of a suspension.

b. During a period of an unpaid leave of absence.

c. During a period of lay-off as provided by this AGREEMENT.

9.3 In the event it is necessary for the EMPLOYER to temporarily or permanently reduce the work force, employees shall be laid off in the inverse order of their seniority provided the senior employee is
qualified to perform the duties involved.

9.4 Employees shall be recalled from layoff in order of their seniority, provided:

   a. No new employees shall be hired to a job classification within the bargaining unit for which an employee is on layoff until all employees in a layoff status have been offered an opportunity to return to work.

   b. If the senior employee is qualified to perform the duties involved.

9.5 The EMPLOYER shall post a seniority list of employees covered by this AGREEMENT at least once every twelve (12) months, a copy of which shall be sent to the UNION.

ARTICLE 10 – HEALTH AND MEDICAL INSURANCE

10.1 The Employer shall contribute up to $723.64 per month for single coverage and up to $1,709.48 per month for family coverage towards the cost of a group health policy for all full-time employees covered by this agreement from January 1, 2020 through December 31, 2020. The City and the Union agrees to an Insurance Re-opener to negotiate City Health Insurance Contributions for Contract Year 2021.

The insurance shall be of equal aggregate value as is in place at the time of this agreement.

In the event that the health insurance provisions of this agreement fail to meet the requirements of or cause the city to be subject to a potential penalty, tax, or fine under the Affordable Care Act or its accompanying regulations, as either may be amended from time to time, this article of the agreement may be reopened by either party to negotiate alternative provisions so as to comply with the Act and to avoid any such penalties, taxes, or fines.

10.2 The EMPLOYER shall provide term life insurance policy of $25,000 for
each regular employee.

ARTICLE 11 – VACATION

11.1 Regular employees shall earn vacation on the following basis:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Time Earned</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 year of Service</td>
<td>40 hours – 5 days</td>
</tr>
<tr>
<td>After 2 years of Service</td>
<td>80 hours – 10 days</td>
</tr>
<tr>
<td>After 7 years of Service</td>
<td>120 hours – 15 days</td>
</tr>
</tbody>
</table>

Following ten (10) years of continuous employment an additional one (1) day of vacation per year to twenty (20) days.

Vacation periods shall be set with preference as to vacation dates in accordance with seniority, provided vacation requests are made in writing on or before April 1st. After April 1st the EMPLOYER agrees to make reasonable effort to schedule major vacations at times requested by employees provided that two (2) weeks' advance notice is given. Vacation dates requested after April 1st shall be on a first-come basis.

11.3 Each employee covered by this AGREEMENT shall be allowed to carry over into the next fiscal year up to thirty (30) days' vacation. Additional hours may be carried into the next fiscal year if approved by employee's supervisor.

a. Only ten (10) of the thirty (30) days' vacation can be taken at one time without council approval.

ARTICLE 12 – SICK LEAVE, JURY DUTY LEAVES AND LEAVES WITHOUT PAY

12.1 Regular employees shall earn sick leave at the rate of eight (8) hours for each month of service.

12.11 Sick leave may accumulate up to a maximum of eight hundred
and forty (840) hours.

12.12 Sick leave may be used for the following purposes:

A. Actual sickness or temporary physical disability.

B. Employees asked to serve in a color guard or as a pall bearer, may use one (1) day of sick leave, provided the Department Head is notified by the employee's starting time that such leave is to be used.

C. In the event of serious illness or death in the employee's immediate family, sick leave may be used. For purposes of this sub-section, "immediate family" shall be construed to mean the employee's spouse, children, stepchild, mother, father, stepparents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchildren, grandparents, aunts, and uncles. Up to two (2) days additional sick leave may be used where a funeral requires travel.

D. An employee will be allowed, with approval of the Department Heads to use up to one (1) full day (8 hours) of sick leave to attend a funeral of a friend.

12.13 The EMPLOYER may require proof of illness before sick leave is granted, providing there exists reasonable cause to show that the employee was not ill.

12.14 Employees will be allowed to use sick leave for the care of a sick child under the same provisions as the employee is allowed for his/her own personal use.

12.15 Employees will be allowed up to two (2) hours sick leave per occurrence for the purpose of attending school conferences.

12.16 Probationary employees shall earn sick leave credits but shall
not be permitted to use them until they have completed their probationary periods.

12.17 Abuse of sick leave benefits may be considered by the EMPLOYER as just cause for disciplinary action under this AGREEMENT.

12.18 **Sick Leave Hours Donation.** At the discretion of the employee, sick leave hours may be donated up to a maximum of 80 hours per year, per employee, to an employee who has exhausted their sick leave. Donated hours must be used within the next two (2) pay periods.

12.2 **Jury or Witness Duty.** When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the city is a party, the employee is entitled to compensation from the city equal to the difference between his regular pay and the amount received as a juror or witness, less expenses for travel and meals.

12.3 **Leaves Without Pay.** The council may grant any permanent employee a leave of absence without pay for a period not exceeding 90 days except that it may extend such leaves to a maximum period of one (1) year in case the employee is disabled or where extraordinary circumstances, in its judgment, warrant such extension. No vacation or sick leave benefits shall accrue during a leave of absence without pay.

**ARTICLE 13 – REST PERIODS**

13.1 All employees covered by this AGREEMENT shall be allowed a 15-minute break period in each half of the employee's shift.

**ARTICLE 14 – HOLIDAYS**

14.1 a. The following shall be observed as holidays for regular employees:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1st</td>
</tr>
<tr>
<td>Martin Luther King's Birthday</td>
<td>3rd Monday of January</td>
</tr>
</tbody>
</table>
President's Day 3rd Monday of February
Good Friday Friday before Easter
Memorial Day Last Monday in May
Independence Day July 4th
Labor Day 1st Monday in September
Veterans Day State Veterans Day
Thanksgiving Day 4th Thursday in November
Day after Thanksgiving 4th Friday in November
Christmas Day December 25th
Employee's Birthday

b. The employee has the choice of eleven (11) of the twelve (12) listed holidays. On the Friday after Thanksgiving, only one Maintenance Worker employee will be allowed off.

c. In addition to the eleven (11) of twelve (12) listed days, each employee covered by this AGREEMENT shall be granted with pay, one (1) personal day to be taken at the employee’s discretion.

d. Regular employees shall receive four (4) holiday hours on December 24th (Christmas Eve) or the observed holiday as per 14.3, to be taken during the last half of their eight (8) hour shift.

14.2 Regular employees meeting the eligibility requirements of 14.5 shall receive a normal day’s pay for each of the observed holidays established by 14.1.

14.3 Holidays which occur on a Saturday will be observed on the previous Friday, and holidays which occur on Sunday will be observed on the following Monday.

14.4 Regular employees who work on a holiday shall be paid at the rate of one and one-half (1-1/2) times their regular straight time hourly rate for all such hours worked, in addition to the pay for the holiday.

14.5 To be eligible for holiday pay or for the observed holiday premium established by 14.2 and 14.4, employees must have worked their last scheduled normal work day prior to the observed holiday and their first
scheduled normal work day following the observed holiday or have been on an approved leave status as established by this AGREEMENT.

If a holiday falls during an employee's vacation, that holiday will be charged as a holiday and not as vacation.

**ARTICLE 15 – DISCIPLINARY PROCEDURES**

15.1 The EMPLOYER shall have the right to impose disciplinary action on employees for just cause.

15.2 Disciplinary action by the EMPLOYER shall include only the following:

   a. Oral reprimand;
   b. Written reprimand;
   c. Suspension;
   d. Demotion, or
   e. Discharge.

15.3 Employees who are suspended, demoted or discharged shall have the right to appeal such disciplinary actions through the grievance procedure as established by Article 16 (Grievance Procedure).

15.4 Suspension, demotions and discharges shall be in writing, a copy of which shall be sent to the employee and a copy to the UNION.

15.5 Employees who are to be discharged will first be suspended for five (5) scheduled normal workdays prior to the discharge becoming effective. The appeal of a discharge may be initiated by the UNION at Step 3 of the Grievance Procedure.

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

15.7 Employees may examine their own personnel file at reasonable times under the direct supervision of a representative of the EMPLOYER.
15.8 Corrective and performance issues will be addressed by the employee's immediate supervisor, and in a confidential manner.

**ARTICLE 16 – GRIEVANCE PROCEDURE**

16.1 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms or conditions of this AGREEMENT.

16.2 **Union Representative.** The EMPLOYER will recognize Stewards designated by the UNION in accordance with Article 4 (Union Rights), as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article.

16.3 **Processing 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 employee duties and responsibilities. The aggrieved employee and a UNION Steward shall be allowed a reasonable amount of time without loss of pay, when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided that the employee and the Union Steward have notified and received the approval of their Supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

16.4 **Procedure.** Grievances, as defined by Section 16.1, shall be resolved in conformance with the following procedure:

**Step 1.** An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Supervisor. The Supervisor will discuss the alleged grievance with the employee and give an answer to such Step 1 grievance within ten (10) days following the discussion. A grievance not resolved in Step 1 and appealed by the UNION to Step 2 shall be
placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated and the remedy requested. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days following Step 1 answer shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by a UNION Steward and discussed with the Supervisor. The Supervisor shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days following the Step 2 discussion. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) days following the Step 2 answer shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by a UNION Business Representative and discussed with the EMPLOYER. The EMPLOYER shall give the UNION the EMPLOYER'S Step 3 answer in writing within ten (10) calendar days following the Step 3 discussion. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days following the Step 3 answer shall be considered waived.

Step 4. Either party may petition the Bureau of Mediation Services for the purpose of mediating the grievance.

Step 5. A grievance unresolved in Step 3 or 4 and appealed to Step 5 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Public Employment Relations Board.

16.5 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 issue 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 thirty (30) calendar days following 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 the EMPLOYER, the UNION and the employees and shall be based solely on the Arbitrator's interpretation or application of the express terms of this AGREEMENT and the evidence and testimony presented.

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 shared equally.

16.6 **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 the step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

16.7 If, as a result of the Employer response in Step 4, the grievance remains unresolved, 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 16 or a procedure such as: Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 5 of
Article 16, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article 16. The aggrieved employee shall indicate in writing which procedure is to be utilized...Step 5 of Article 16 or another appeal procedure...and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article 16.

**ARTICLE 17 – ABSENCES FROM WORK**

17.1 Employees unable to report for their scheduled normal work day because of personal illness or injury (Article 12), because of illness or injury in the employee's immediate family (Article 12), or because of death in the employee's immediate family (Article 12), shall notify a designated supervisor as soon as practicable, prior to the start of their scheduled normal work day, given reason(s) for the absence and the expected duration of the absence.

**ARTICLE 18 – WAGES**

18.1 Employees shall be paid in accordance with the wages set forth in Section 18.3.

18.2 All Employees shall be paid bi-weekly on alternate Mondays. When a payday falls on a holiday, employees shall receive their pay the following work day.

18.3 **Hourly Rates:**

<table>
<thead>
<tr>
<th></th>
<th>Effective 1/1/2020</th>
<th>Effective 1/1/2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Foreman</td>
<td>$27.18</td>
<td>$28.00</td>
</tr>
<tr>
<td>Maintenance Worker</td>
<td>$27.18</td>
<td>$28.00</td>
</tr>
</tbody>
</table>

18.4 New Employees hired will be paid according to licensure and experience commensurate to the City of Parkers Prairie Compensation Study.
ARTICLE 19 – NON-DISCRIMINATION

19.1 The EMPLOYER will not discriminate on any basis prohibited by law.

19.2 Employees covered by this AGREEMENT shall carry out their job duties and responsibilities in a non-discriminatory manner as these duties and responsibilities affect the public and other employees.

19.3 Employees selected or appointed to the position of UNION Steward will not be discriminated against by the EMPLOYER because of holding such position.

ARTICLE 20 – WAIVER

20.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

20.2 The parties mutually acknowledge that during the negotiations, which resulted in this 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 this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition or employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this AGREEMENT was negotiated or executed, except as provided in 5.2 and 6.2 of this AGREEMENT.
ARTICLE 21 – SAVINGS CLAUSE

21.1 The EMPLOYER and the UNION agree that it is their intention that this AGREEMENT not be in conflict with Federal or State law, rules or regulations properly promulgated thereunder.

21.2 Any provision(s) of this AGREEMENT held to be contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, shall be void. All other provisions of this AGREEMENT shall continue in full force and effect. The parties, on written notice, shall meet and renegotiate the voided provision(s).

ARTICLE 22 – DURATION

22.1 This AGREEMENT shall become effective January 1, 2020 and shall continue in effect through December 31, 2020 and shall continue in effect from year to year thereafter unless changed or terminated in the manner herein provided. Provided, however, that Article 10 shall become effective January 1, 2020 and it shall continue in effect through December 31, 2020 and it shall in 2020 be renegotiated for 2021.

22.2 Either party desiring to change the AGREEMENT must notify the other in writing on or before May 1 in the year the contract is to expire. When notice is given and negotiations have begun, this contract shall remain in full force and effect until a conclusion to negotiations is reached.

ARTICLE 23 – TUITION

23.1 The EMPLOYER shall be responsible for payment of tuition for required education. In addition, the CITY shall pay wages or comp time for all hours spent for required education beyond their regular shift at a rate of 1.5 times the rate listed in the AGREEMENT.
ARTICLE 24 – MISCELLANEOUS

24.1 The EMPLOYER shall provide the Maintenance Foreman and Maintenance Workers an annual work related clothing allowance of three hundred and fifty ($350.00) dollars.

The EMPLOYER reserves the right to provide, at its expense, uniforms which must be worn by the employees while on duty. The EMPLOYER also reserves the right to require any work-related clothing paid for by the EMPLOYER to be returned to the EMPLOYER.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: City of Parkers Prairie

[Signatures]

Dated: 1-21-20

For: International Union of Operating Engineers, Local 70

[Signatures]

Dated: 1-22-20

[Note: The signatures and dates are handwritten and not fully legible.]

DE/jcb/opeiu#12
Contract/City Parkers Prairie
MEMORANDUM OF UNDERSTANDING

City of Parkers Prairie, hereinafter referred to as the City, and the International Union of Operating Engineers, Local 70, AFL-CIO, hereinafter referred to as the Union, agree to the following:

WHEREAS, pursuant to the Minnesota Public Employment Labor Relations Act ("PELRA"), the City and the Union are parties to a Collective Bargaining Agreement ("Agreement") which recognizes the Union as the exclusive representative for the City's Maintenance Supervisor and Maintenance Worker; and

WHEREAS, the City and the Union participated in negotiations for terms and conditions of the Agreement from and after January 1, 2020; and

WHEREAS, during negotiations the City and the Union agreed to renew this separate Memorandum of Understanding to address the handling of the employees' compensatory time for 2020.

This Memorandum of Understanding expires December 31, 2020 and is subject to a Re-opener for negotiations for the Contract Year 2021.

It is, therefore, agreed by the City and the Union as follows:

Compensatory time shall be recorded as it is earned or credited based upon the election of the employees subject to the Agreement. Compensatory time elected as an alternative to overtime pay shall be subject to the following conditions:

A. The maximum accrual of compensatory time permitted is eighty (80) hours.

B. Compensatory time may be used by the employee on request of the employee and as approved by the City Council or its designee.

1. Any request for usage of compensatory time must be submitted with at least forty-eight (48) hours' notice before the anticipated use of compensatory time by the employee.

2. The minimum usage period for compensatory time shall be one-quarter (.25) hour.
C. Each Employee may sell back up to twenty-four (24) hours of accrued compensatory time throughout the year. In addition, each employee must sell back any remaining compensatory time before the end of each year, which shall be paid in installments over the last three pay periods of each year. Compensatory time is paid at the employee’s regular hourly rate.

D. Accrued and unused compensatory time at the time of resignation, retirement, or death of the employee shall be paid at the employee’s regular rate of pay.

E. The parties agree that this is MOU’s duration is concurrent with the 2020 Agreement between the City and the Union and is subject to renewal only upon mutual agreement of the parties for the Contract Year 2021. Nothing herein may be used as evidence of a practice to be continued into the future.

For: The City of Parkers Prairie

Kevin Birkholz, Mayor

Elizabeth Wussow, Clerk/Treasurer

For: International Union of Operating Engineers, Local 70

David Monsour, Business Manager

Dave Elynck, Business Representative

John Potratz, Steward

Date: 1/24/2020

Date: 1-22-20

DE/jcb/opeiu#12