Collective Bargaining Agreement

THE CITY OF ROCHESTER
AND
THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL 70

WATER RECLAMATION PLANT

2017 - 2019
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This Agreement is entered into between the City of Rochester, (hereinafter referred to as the "City"), and the International Union of Operating Engineers, Local #70 (hereinafter referred to as the "Union").

ARTICLE 1 -- PURPOSE

The purpose of this Agreement is to promote harmonious relations between the City and employees covered by this Agreement; to establish an equitable and peaceful procedure for resolving differences; to establish rates of pay, hours of work, and other conditions of employment; to maintain and increase individual productivity and quality of services; and to prevent any interruptions of work and interference with the efficient operations of the Water Reclamation Plant and the City of Rochester.

ARTICLE 2 -- RECOGNITION

The City recognizes the Union as the exclusive representative for all employees except supervisory, confidential and clerical employees, who are employed in the Water Reclamation Division of the Public Works Department, and meet the definition of "public employee" pursuant to Minnesota Statutes §179A.03, Subd. 14, for the purpose of establishing rates of pay, hours of work, and other conditions of employment.

ARTICLE 3 -- NO STRIKE

The Union agrees for itself and its individual members, that during the term of this Agreement none of its officers or members shall instigate, authorize, call, support, maintain or take part in any strike, walk-out, work stoppage, curtailment, slowdown or impeding of work, boycott, picketing of City premises, or other action which may interrupt or interfere with any of the operations of the City for any reason whatsoever. The City may terminate the employment or otherwise discipline any employee who foments, instigates, incites, calls, supports, or participates in any act forbidden in the paragraph above.

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

ARTICLE 4 -- GRIEVANCE PROCEDURE

A grievance is a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement, or a claim that the City or its management has terminated a non-probationary employee without just cause.

Step One

The employee must present his/her grievance in writing to the Water Reclamation Plant Manager. The written grievance shall give the nature of the grievance, the alleged violation of this Agreement, and the remedy sought. Both the employee and the Union must sign it. It must be presented within ten (10) business days after the date of the alleged occurrence.
The Water Reclamation Plant Manager or a designated representative shall give a written reply within ten (10) business days after the written grievance was received.

Step Two
If the grievance is not settled in Step One, and the Union desires to appeal, a written appeal shall be made by the Union to the Director of Public Works within ten (10) business days of receipt of the Plant Manager’s reply. The Director of Public Works or a designated representative shall give a written reply within ten (10) business days.

Step Three
If the grievance is not settled in Step Two, the parties shall petition the Commissioner of the Bureau of Mediation Services to provide a mediator to assist in the settlement. Upon mutual agreement, the City and the Union may agree to waive this Step Three.

Step Four
In case the grievance is not settled in Step Three, it shall go to arbitration. This request must be made within ten (10) business days of the termination of mediation. If the City and the Union can agree on an arbitrator, such person shall be named as the arbitrator for this grievance.

In case both parties cannot agree on an arbitrator within five (5) days, they shall request a list of seven (7) names from the Bureau of Mediation Services. The Union shall strike one (1) name first, the City shall strike one (1) name second, and the remaining person shall be the arbitrator for this grievance. The arbitrator shall be notified of the selection by a joint letter from the City and the Union.

The arbitrator shall consider only the specific issue presented to him/her in writing and shall have no power to add to, subtract from, or modify in any way, the terms of this Agreement. The decision shall be rendered within thirty (30) days of the close of the hearing or submission of written briefs by the parties, whichever is later.

It is understood by both parties that:

1. The cost of the arbitrator shall be paid equally by the City and the Union.

2. Each party shall pay the cost of its witnesses, legal fees, and representatives.

3. To the extent permitted by State laws, the decision of the arbitrator shall be final and binding.

4. In the event a cancellation penalty is charged, the party requesting the cancellation shall pay such penalty, unless otherwise mutually agreed.

**ARTICLE 5 -- SENIORITY**

Seniority shall mean an employee’s length of employment time and is the basis of determining various employee benefits and preferences. Only continuous full-time employment time shall count towards seniority. Seasonal, temporary, or hourly work time
prior to appointment shall not count towards seniority. Authorized leaves of absence as well as layoff for periods of fewer than three hundred sixty-five (365) calendar days shall be deemed continuous employment and shall not result in loss of seniority. Whenever an employee is re-employed following termination of his/her employment, his/her seniority date shall be the date of re-employment plus prior time and all benefits shall be based on this new seniority date. The types of seniority are as follows:

A. **Probationary Period.**

1. A newly hired employee or an employee promoted to a new job classification shall be placed in a probationary status for their first six (6) months of employment in the new position. This provision does not apply to an employee promoted from an Operator 2 position to an Operator 1 position.

2. An employee shall earn and accumulate vacation benefits during the probationary period. The accrued hours earned for newly hired employees may not be taken until successful completion of the probationary period.

3. During the probationary period, the employee may be discharged at the sole discretion of the City without recourse to the grievance procedure.

B. **Seniority as a City employee** shall be considered in determining benefits, which are based on total length of service -- such as vacation and sick leave. Time with more than one City department may be used, provided there is no interruption in employment at the time the employee transfers from one department to another.

C. **Seniority in the Water Reclamation Plant** shall be considered in the event of layoff. The last employee hired shall be the first to be laid off, and the last employee laid off shall be the first to be rehired. In the event of layoff, employees promoted from jobs shall have the right to resume lesser jobs in which they held non-probationary status providing they have more bargaining unit seniority than the workers they displace. Qualifications will be determined solely by the Water Reclamation Plant Manager.

Seniority in the Water Reclamation Plant shall be considered when filling vacancies in higher paying jobs within the bargaining unit. These vacancies shall be filled by lower paid employees in accordance with their bargaining unit seniority, provided the employee seeking the higher paying job is qualified to perform the duties of the job. Qualifications will be determined solely by the Water Reclamation Plant Manager.

If the employee seeking the higher paying job is found not to be qualified to perform the duties of the job as determined solely by the Water Reclamation Plant Manager, he/she may request an explanation of reasons he/she was found not to be qualified for the position.

D. A seniority list of Water Reclamation Plant employees shall be established each January.

E. When there is a job opening within the bargaining unit, it shall be posted on the Union bulletin board for three (3) working days before being filled.
ARTICLE 6 -- MANAGEMENT RIGHTS

It is understood that, except as expressly stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Water Reclamation Plant in all its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the division; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, demote, suspend, discipline, discharge or relieve employees due to a lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities.

ARTICLE 7 -- HOURS OF WORK

A. Employees, other than shift employees, shall work five (5) eight- (8) hour days per week. Nothing herein shall be construed as a guarantee of hours.

B. The work day and the work week may be changed by mutual agreement between the employer and the employee to exceed eight (8) hours in a normal day. In this case, all hours worked in excess of forty (40) per week, with the exception of schedules noted in Section I, shall be paid at time-and-one half (1 1/2) of the normal hourly rate.

Prior to implementation of a modified work week affecting a group of employees, management and the Union agree to schedule a meet and confer session to determine any parameters surrounding such proposed schedules. An individual may request a flexible work schedule per the parameters established in the City's Organizational Policy. In this circumstance, no meet and confer session is necessary.

C. Shift employees (Plant Operators 1 and 2) shall work eight- (8) and/or twelve- (12) hour shifts; however, their normal bi-weekly schedule will not exceed eighty (80) hours.

D. When non-shift employees work more than eight (8) hours per day and forty (40) hours per week, the employees shall have the option to be paid or to take compensatory time at the time and one-half (1 1/2) rate of regular pay. Employees who request a flexible work schedule will be eligible for overtime only when they exceed the workday hours identified in the new schedule. ("Hours worked" will include paid time for sick leave, vacation, compensatory time, and holidays.) A cap of one hundred twenty (120) hours of compensatory time will be applied after the last pay date in December of each calendar year.

E. Shift employees (Plant Operators 1 and 2) who work in excess of their regularly scheduled workday shall be paid at time and one-half (1 1/2) rate of regular pay. ("Hours worked" will include paid time for sick leave, vacation, compensatory time and holidays.) Employees working overtime hours beyond the regular scheduled shift (forty [40] hours per week) will be eligible to receive overtime wages or bank the hours as compensatory time. An employee shall not be allowed to carry more than one hundred twenty (120) compensatory hours beyond the last pay date in the calendar year.
F. Relief Operators (Operator 2), when required to cover the operator position(s), shall complete the scheduled twelve- (12) or eight- (8) hour shift.

G. A minimum of three (3) hours shall be paid at time and one-half (1 ½) to employees who are called back to work after the end of their shift. This three- (3) hour minimum does not apply to any shift extension. It shall apply to an early report to work of more than one (1) hour prior to the designated start time.

H. If an employee is assigned the duties of a higher position classification, as identified in Addendum A, for four (4) or more hours, s/he shall receive the higher rate of pay for all hours worked in that higher classification.

There may be times when an employee is assigned by the Plant Manager, or his or her designee, to perform some additional responsibilities in the absence of a Water Reclamation Plant supervisor. In those circumstances, and where the back-up responsibilities exceed four (4) hours in a day, the employee shall receive additional compensation in the amount of one dollar and forty cents ($1.40) per hour for the time spent performing those additional duties. The authorization for additional compensation must occur prior to the bargaining unit employee performing the additional responsibilities.

I. Shift Operators 1 may substitute for other operators as permitted by Section 7(p)(3) of the Fair Labor Standards Act, 29 U.S.C. §207. The substitute rule shall be solely at the option of individual employees. An Operator 1 wishing to participate in the substitute rule must provide the employer with a signed statement acknowledging their voluntary desire to participate in the proposed new work schedule.

The Union acknowledges that it waives any and all claims to premium pay (overtime) under the contract for hours worked over forty (40) as a result of this substitute schedule, providing an employee has signed the above mentioned statement.

J. Employees covered by this Agreement shall receive a fifteen- (15) minute rest period during each four- (4) hour shift. The rest period shall be granted near the middle of each four- (4) hour shift whenever this is feasible. For each additional four (4) hours of work beyond the normal eight- (8) hour shift, an employee shall receive his/her rest period as described above. Rest periods will not be taken if the workload or an emergency prevents the rest period as determined by a supervisor.

ARTICLE 8 -- HOLIDAYS

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

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Notes</th>
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<tbody>
<tr>
<td>New Year's Day</td>
<td></td>
</tr>
<tr>
<td>President's Day</td>
<td></td>
</tr>
<tr>
<td>Independence Day</td>
<td></td>
</tr>
<tr>
<td>Veteran's Day</td>
<td></td>
</tr>
<tr>
<td>Day after Thanksgiving Day</td>
<td>(1/2) day Christmas Eve</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>(1/2) day New Year's Eve</td>
</tr>
<tr>
<td>Martin Luther King's Birthday</td>
<td></td>
</tr>
<tr>
<td>Memorial Day</td>
<td></td>
</tr>
<tr>
<td>Labor Day</td>
<td></td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td></td>
</tr>
</tbody>
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2017-2019 CBA COR – IUOE, Local 70, WRP
B. Work performed on the above holidays by eligible employees shall be paid for at one and one-half (1 ½) times the normal hourly rate in addition to the regular pay.

C. Employees who are regularly scheduled to work on the holidays in "A" above shall be compensated at two and one-half (2 ½) times their regular hourly rate for all hours worked. Eight (8) hours of bank hours will be given in-lieu-of-pay and the remainder will be paid. (For example: A shift employee working twelve [12] hours on Memorial Day will receive a total of thirty [30] hours of compensation. They will receive eight [8] hours of bank time, twelve [12] hours pay which would be included as their regular pay and an additional ten [10] hours would be paid.)

D. Any employee who is on vacation that extends through a holiday period shall not be charged for a day or days of vacation for the holiday.

E. Whenever any of the listed holidays falls on a Saturday, except December 24th or December 31st, the preceding Friday shall be a holiday.

F. Whenever any of the listed holidays falls on Sunday, except December 24th and December 31st, the following Monday shall be a holiday.

G. To be paid for these holidays, it shall be necessary for the employee to work, or be on approved vacation or sick leave, the day before and after the holiday.

H. If a holiday falls on Saturday/Sunday except December 24th or December 31st, shift employees (Plant Operators 1, 2 and 3) who work shall be compensated at two and one-half (2 ½) times their regular hourly rate for all hours worked. Eight (8) hours of bank-hours will be given in-lieu-of-pay and the remainder will be paid. See example in 8, C.

I. Those shift employees not scheduled to work and who do not work on a holiday shall receive eight (8) additional hours of pay at their regular hourly rate or they may bank eight (8) hours in-lieu-of-payment.

ARTICLE 9 -- VACATIONS

A. Vacation will accrue from an eligible employee’s date of hire. A maximum accrual cap of two (2) times an employee’s accrual rate will be applied following the last pay date in December of each calendar year. All “saved” vacation earned by an employee hired prior to 1/1/03 will be available for use, but no more vacation will be transferred to “saved” after 1/1/03.

B. No vacation benefits shall accrue to an employee terminating within six (6) months of his/her employment date.

C. Vacations may not be taken without advance approval of the Plant Manager or his designee.

D. Priority for vacation dates shall be based on seniority as far as feasible.
E. Upon termination in good standing, an employee shall be paid for his/her reserve and accrued vacation hours.

F. Employees shall have the following vacation schedule:

<table>
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<tr>
<th>Years of Service</th>
<th>Vacation Allowed</th>
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<tbody>
<tr>
<td>Less than 1 year</td>
<td>Prorated 80 hours</td>
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<tr>
<td>1 - 2 years</td>
<td>80 hours (10 days)</td>
</tr>
<tr>
<td>3 - 5 years</td>
<td>120 hours (15 days)</td>
</tr>
<tr>
<td>6 - 10 years</td>
<td>144 hours (18 days)</td>
</tr>
<tr>
<td>11 - 15 years</td>
<td>168 hours (21 days)</td>
</tr>
<tr>
<td>16 - 19 years</td>
<td>192 hours (24 days)</td>
</tr>
<tr>
<td>20+ years</td>
<td>200 hours (25 days)</td>
</tr>
</tbody>
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ARTICLE 10 -- SICK LEAVE

A. Sick leave with pay will be granted for a bona fide personal illness, medical examination, medical treatment, legal quarantine, and dental care, in accordance with State and Federal law.

When an employee is eligible for worker's compensation payments from the City, he/she may supplement these payments with prorated portion of his/her sick leave so that the combination of the two will equal his/her regular pay. When his/her sick leave account is exhausted, he/she will receive worker's compensation payments only.

B. Sick leave also may be used in case of illness in the immediate family, requiring the employee's attendance and shall be for the actual time required, but not to exceed three (3) work days.

Members of the immediate family are defined in the City's Sick Leave Organizational Policy. Permission for use of sick leave for the illness of relatives other than those listed may be granted at the discretion of the Plant Manager.

C. Employees shall be granted one (1) workday of sick leave for each calendar month of employment or major fraction thereof. Unused sick leave shall accrue. There shall be no maximum accumulation limit.

D. Employees using earned sick leave shall be considered to be working for the purpose of accumulating additional vacation leave and sick leave. Only cays when an employee would normally have worked will be charged against his/her sick leave account.

E. Employees claiming sick leave may be required to file competent written evidence that he/she has been absent as authorized. Sick leave taken immediately preceding
termination of employment or retirement of an employee must be substantiated by a written medical report.

F. An employee that has been unable to work for a period of time because of illness or accident may be required, before being permitted to return to work, to provide medical evidence that he/she is again able to perform all essential functions of his/her job in a competent manner and without hazard to themselves or others.

G. Sick leave is a benefit intended to prevent the loss of regular income during a time of personal illness, accident, or family illness as defined in this Section. Each employee shall be held responsible for the reasonable, prudent, and bona fide use of sick leave benefits.

H. Claiming sick leave when physically fit, except as provided in this Section, may be cause for disciplinary action, including cancellation of sick leave benefits, suspension, demotion, or termination. The employee must notify his/her department head or a designated representative of his/her need for leave at the earliest possible moment and preferably before the start of his/her scheduled working hours. Failure to make diligent effort to give such notification may result in payroll deduction for such time taken.

I. Sick leave may not be used for injury or illness resulting from employment other than with the City.

**ARTICLE 11 -- UNUSED SICK LEAVE**

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

After ten (10) years of service, the dollar value of accumulated sick leave hours will be equal to forty (40) percent of the total accumulated sick leave hours at the time of termination/retirement multiplied by the employee’s hourly rate of pay at the time of termination/retirement. Regular part-time employees (those regularly scheduled for twenty [20] to thirty-nine [39] hours per week) and who are not designated as temporary or seasonal will be eligible to convert forty (40) percent of their accumulated sick leave.

For employees hired on or after January 1, 2013: All employees who have accrued ten (10) or more continuous years of full-time or regular part-time service with the City, except those who are discharged for cause, shall be eligible to convert forty (40) percent of the employee’s first twelve hundred (1,200) hours of accumulated but unused sick leave balance. This amount shall be deposited into an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) and calculated at the employee’s regular rate of pay at time of separation.

In case of permanent disability, as determined by PERA, of an active employee who has ten (10) continuous years of full-time or regular part-time service with the City, an amount equal to one hundred (100) percent of unused sick leave will be deposited in a MSRS Health Care
Savings Plan for the use of the employee as governed by MSRS rules. In case of the death of an active employee who has a dependent(s), an amount equal to one hundred (100) percent of the unused sick leave balance will be paid in cash (less required State and Federal withholdings) to the dependent(s).

ARTICLE 12 -- RETIREE INSURANCE

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

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

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

For the retiree, until age sixty-five (65), the amount of life insurance coverage which can be purchased is any amount, in thousand-dollar increments, between a minimum of ten thousand dollars ($10,000.00) and a maximum of the amount of coverage available to the employee on the date of retirement from the City of Rochester. Beginning on the retiree’s sixty-fifth (65th) birthday, the amount of life insurance coverage is limited by the underwriter to ten thousand dollars ($10,000.00). The life insurance benefit will terminate on the employee’s seventy-fifth (75th) birthday.

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

ARTICLE 13 -- INSURANCE

A. The City will provide term life insurance in an amount equal to the employee’s annual salary, rounded to the next highest thousand with a maximum of fifty thousand dollars ($50,000.00).

B. The City will provide group medical and hospital coverage as outlined in the master policy on file in the City Clerk’s office.
C. Health, dental and life insurance coverage for eligible new employees will be effective the first of the month following his or her hire date.

D. The City will provide group medical insurance to eligible employees and pay a portion of the total premium as follows:

<table>
<thead>
<tr>
<th>Basic Medical Plan Tier</th>
<th>City’s Monthly Cost</th>
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</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>92.0%</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>88.5%</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>88.5%</td>
</tr>
<tr>
<td>Family</td>
<td>88.5%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>High-Deductible Medical Plan</th>
<th>Annual Contribution to HSA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Only</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>Employee + Spouse</td>
<td>$2,600.00</td>
</tr>
<tr>
<td>Employee + Child(ren)</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>Family</td>
<td>$2,800.00</td>
</tr>
</tbody>
</table>

E. The City shall contribute the following amounts to a Health Savings Account (HSA) for all benefit-eligible employees selecting the High-Deductible Health Plan coverage:

F. Whenever an employee is on an authorized unpaid leave of absence from City employment (except FMLA), their life insurance coverage shall cease unless they make payments for their own coverage as well as their dependents, if such dependent coverage is in place.

G. An employee's group insurance coverage shall cease on the last day of the month in which the employee terminates.

H. It shall be the employee's personal responsibility to notify Human Resources, in writing, of all desired changes in coverage, prior to their effective date, as well as for making all premium payments when he/she is temporarily off the payroll, and for making prompt insurance conversion arrangements upon termination of employment.

I. The City assumes no liability or responsibility for failure to insure or for lapsed or expired insurance coverage in any case.

J. Employees terminating their City employment may continue group health coverage up to a maximum of eighteen (18) months or as stated in existing or new State and/or Federal law. In compliance with the Minnesota Continuation Law, a surviving spouse may continue group medical coverage indefinitely or until covered by another plan. The employee or spouse will pay the total cost of any insurance continued.
K. The City will provide group dental coverage as outlined in the master policy on file in the City Clerk's office and will pay one hundred (100) percent of the cost for employee coverage.

L. Dependents may be enrolled in the same dental coverage plan. The City will pay eighty-five (85) percent of the premium for dependent coverage.

M. The City shall make available group disability insurance. If an employee elects to participate in the disability insurance program, the employee shall pay the premium. The City shall provide payroll deduction for this program.

ARTICLE 14 -- INJURY ON DUTY

For each separate incident of personal injury or illness arising out of and in the course of employment with the City of Rochester for which benefits are provided under the Minnesota Worker's Compensation Law, each employee shall receive disability leave equal to their normal salary for each working day absent from work as a result of such injury, for a period not to exceed ninety (90) calendar days. Disability leave shall include worker's compensation benefits and an employee receiving such disability leave shall sign a receipt for such benefits. At no time shall an employee be allowed to receive more net wages than he/she received at the time of the injury, providing all wages and deductions remain the same.

ARTICLE 15 -- UNFAIR PRACTICES AND WAIVER OF BARGAINING

Both parties agree that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to or not referred to in this Agreement during its term.

Both parties recognize and acknowledge the terms and conditions of the Public Employment Labor Relations Act.

ARTICLE 16 -- WAGES

Addendum "A" is the pay schedule effective the first full pay period of January for each contract year. A general wage increase of two and three-quarters percent (2.75%) for 2017, three percent (3.0%) for 2018, and two and three-quarters percent (2.75%) for 2019 will be provided.

ARTICLE 17 -- DUES CHECKOFF AND UNION ACTIVITY

The City agrees to deduct the monthly membership dues for each member of the Union who authorizes this deduction by signing the payroll deduction authorization card and forwarding it to the Human Resources Department. Such authorization shall be revocable by the employees at his/her written request. The City will remit the dues collected on a monthly basis. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
A. Officers, agents, representatives or members of the Union who are not employees of the Water Reclamation Plant shall have access to the premises of the City, at reasonable times, provided he/she notifies the Plant Manager of his/her presence upon arrival and his/her presence will not disrupt the orderly routine of the Division.

B. Employees who are designated or elected for the purposes of adjusting grievances or assisting in the administration of this contract shall upon the agreement of the Director of Public Works, be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, providing the purpose of these activities is the maintenance of harmonious and cooperative relations between the employer and the employees and uninterrupted operation of the Water Reclamation Plant.

C. The Union agrees to keep a current list on file with the employer of employee and non-employee representatives who should avail themselves of the provisions of "A" and "B" above. Only these individuals found on such list shall be considered official representatives of the Union.

D. The employer recognizes the statutory provisions of "Fair Share".

**ARTICLE 18 -- Bereavement Leave**

Employees will be eligible for funeral leave as stated in the City's Organizational Policy, Bereavement Leave.

**ARTICLE 19 -- Other Employment**

No employee covered by this Agreement will engage in any outside employment or business that might hinder his/her impartial or objective performance of his/her duties. More than twenty (20) hours per week of other employment shall be excessive unless the person is on vacation. Employees must obtain permission from the Plant Manager or a designated representative before engaging in other employment.

**ARTICLE 20 -- Residency**

As a condition of employment, employees covered by this Agreement must establish and maintain their residence as described in Response Time or Residency Requirement of the City of Rochester's Organizational Policies.

**ARTICLE 21 -- Jury Duty**

When an employee has been absent from work because of jury service, he/she shall be paid his/her regular salary by the City, with the understanding that upon the completion of his/her jury service, he/she shall exhibit his/her jury check to the head of the department and that amount of such check, less the amount included for traveling expenses, shall be deducted from his/her next regular pay check.
ARTICLE 22 -- TRAINING AND CONFERENCES

The City supports employee professional development balanced with the ongoing operational needs of the Water Reclamation Plant. Employees will be compensated for their attendance at a conference or training event which has been approved by management. However, normal work hours may be adjusted to avoid overtime payments which may result from attendance at these educational events.

ARTICLE 23 -- TERM

This Agreement shall be in effect from January 1, 2017, and shall remain in effect until December 31, 2019, and from year to year thereafter, unless either party shall notify the other in writing by May 1 of 2019 that it desires to modify or terminate the Agreement.

ARTICLE 24 -- SAVINGS CLAUSE

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

ARTICLE 25 -- SAFETY EQUIPMENT

The City will reimburse an employee for the purchase of ANSI approved safety shoes up to a maximum amount of three hundred ninety dollars ($390.00) during the three-year term of this Agreement when the original receipt for the shoes is submitted for reimbursement. If an employee can demonstrate their safety shoes have been compromised, management may pre-approve the purchase of one (1) additional pair of safety shoes during the three-year term of this Agreement. If the employee leaves employment prior to the end of the contract term and has collected more than the prorated amount of this benefit, management may require the excess amount paid to be withheld from any final pay or be repaid to the City by the employee.

If prescription safety glasses are required, the City will reimburse the employee for the cost of lenses and City-approved frames. The examinations are specifically excluded.

ARTICLE 26 -- UNIFORMS

The City shall provide coveralls or insulated coveralls for those employees to use when required for specific jobs. The City will also provide for laundering of the coveralls.

ARTICLE 27 -- SHIFT DIFFERENTIAL

Those employees who hold the positions of Plant Operators 1 and 2 shall receive an additional one dollar and fifty cents ($1.50) per hour added to their rate of pay for working the hours between 6:00 p.m. and 6:00 a.m. This differential will be paid as earned during the normal scheduled work week.
ARTICLE 28 -- PROFESSIONAL CERTIFICATIONS/LICENSES

Any licenses or professional certifications required to perform the responsibilities of a particular job classification must be approved by management and renewed/maintained by the employee. If licenses and certifications are required, as determined by management, the City will be responsible for the payment of annual fees to maintain these licenses and certificates. If an employee should lose or have revoked a particular certification or license, s/he must inform the Plant Manager or his/her designee immediately so that the Plant Manager can take the appropriate action, up to and including suspension, until the certification or license is reinstated.

ARTICLE 29 -- PERSONNEL POLICIES

In the event of a conflict between provisions of this Agreement and the City's Organizational Policies, the Agreement shall prevail.
This Agreement is entered into between the City of Rochester and the International Union of Operating Engineers, Local 70.

Dated at Rochester, Minnesota, this 9th day of January, 2017.

FOR THE CITY:

Ardell Brede, Mayor

Valori Langseth, Interim City Clerk

FOR THE UNION:

Michael Dowdle, President

Linda Powers, Recording Secretary

David Monsour, Business Manager

John Hane, Business Agent

Michael Wirkus, Union Steward

APPROVED AS TO FORM and EXECUTION

Rochester City Attorney
ADDENDUM “A” – WAGES

Effective the First Full Pay Period in January of Each Calendar Year

<table>
<thead>
<tr>
<th>Position</th>
<th>2.75% Increase 2017</th>
<th>3.0% Increase 2018</th>
<th>2.75% Increase 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Custodian</td>
<td>$23.93</td>
<td>$24.65</td>
<td>$25.33</td>
</tr>
<tr>
<td>Operator 3</td>
<td>$25.56</td>
<td>$26.33</td>
<td>$27.06</td>
</tr>
<tr>
<td>Assistant Mechanic</td>
<td>$28.11</td>
<td>$28.96</td>
<td>$29.75</td>
</tr>
<tr>
<td>Operator 2</td>
<td>$29.20</td>
<td>$30.08</td>
<td>$30.90</td>
</tr>
<tr>
<td>Crew Chief</td>
<td>$30.02</td>
<td>$30.92</td>
<td>$31.77</td>
</tr>
<tr>
<td>Environmental Specialist</td>
<td>$31.65</td>
<td>$32.60</td>
<td>$33.49</td>
</tr>
<tr>
<td>Laboratory Technician</td>
<td>$31.65</td>
<td>$32.60</td>
<td>$33.49</td>
</tr>
<tr>
<td>Master Mechanic</td>
<td>$31.65</td>
<td>$32.60</td>
<td>$33.49</td>
</tr>
<tr>
<td>Electronics/Electrical Technician</td>
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<td>$33.10</td>
<td>$34.01</td>
</tr>
<tr>
<td>Master Electrician</td>
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<td>$34.43</td>
<td>$35.37</td>
</tr>
<tr>
<td>Operator 1</td>
<td>$33.42</td>
<td>$34.43</td>
<td>$35.37</td>
</tr>
<tr>
<td>Chief Mechanic</td>
<td>$34.40</td>
<td>$35.43</td>
<td>$36.41</td>
</tr>
</tbody>
</table>

Additional Information

A. All new employees shall be hired at ninety percent (90%) of the wage rate assigned to the classification for which they are hired.

B. Upon successful completion of the six- (6) month probationary period, they shall receive ninety-five percent (95%) of the assigned wage rate.
C. At the end of one (1) year, they shall receive one hundred percent (100%) of the assigned wage rate.

D. When an employee is promoted from one classification to another, s/he shall receive ninety-five percent (95%) of the wage rate of the new classification. Management shall complete a three- (3) month and a six- (6) month probationary evaluation for promoted employees. Upon satisfactory completion of the six- (6) month probationary evaluation, the employee will receive one hundred percent (100%) of the corresponding wage rate for their position. (This provision does not apply to an employee in an Operator 2 position who is promoted to an Operator 1 position).

E. When an employee is demoted from one classification to another, s/he shall receive the same rate of pay assigned to the lower classification.

F. All step adjustments shall be based on acceptable performance.

G. A Plant Operator 2 will receive the same rate of pay as a Plant Operator 1 when performing the duties of a Plant Operator 1 for four (4) or more hours during a shift.

When an Operator 3 is assigned, by management, to perform the Laboratory Technician responsibilities, s/he shall receive the higher rate of pay for all hours worked in that higher classification. (This language does not apply to Operator 3's assuming Laboratory Technician responsibilities for training and/or developmental purposes).

H. Employees will be paid their regular hourly rate for all hours worked over two thousand eighty (2,080), when the year has more than two thousand eighty (2,080) normal work hours.
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ROCHESTER AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70
2017– 2019 SAFETY SHOE REIMBURSEMENT

This Memorandum of Understanding is entered into between the City of Rochester (hereafter “City”), and the International Union of Operating Engineers, Local 70, Water Reclamation Plant, (hereafter “Union”).

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement (hereafter “CBA”) in effect from January 1, 2017 through December 31, 2019.

WHEREAS, the 2017-19 CBA contains a provision in Article 25 which allows bargaining unit members to receive a safety shoe reimbursement equal to one hundred thirty dollars ($130.00) for each contract year for a total of three hundred ninety dollars ($390.00) providing original receipts for the shoes are submitted.

WHEREAS, the shoe reimbursement amount was increased to one hundred fifty dollars ($150.00) per contract year for other City bargaining unit members. This change becomes effective January 1, 2017 and was to be extended to Local 70 members as well, however, an oversight regarding this matter occurred during the negotiation process.

NOW, THEREFORE, effective January 1, 2017, the parties agree to amend the first paragraph of Article 25, Safety Equipment, of the Local 70 CBA as follows:

The City will reimburse an employee for the purchase of ANSI-approved safety shoes up to a maximum amount of four hundred fifty dollars ($450.00) during the three-year (3) term of this Agreement when the original receipt for the shoes is submitted for reimbursement. If an employee can demonstrate their safety shoes have been compromised, management may pre-approve the purchase of one (1) additional pair of safety shoes during the three- (3) year term of this Agreement. In the event an employee leaves employment prior to the end of the contract term and has collected more than the prorated amount of this benefit, management may require the excess amount paid to be withheld from any final pay or be repaid to the City by the employee.

This Memorandum of Understanding represents the complete and total agreement between the Employer and the Union and will continue in effect for the duration of this contract and thereafter unless negotiated otherwise.

City of Rochester

Mayor

Valori Langton

City Clerk Acting

S. K. Krumel

City Administrator

K. Hillenbrand

Director Human Resources

1-10-19

Date

IUOE, Local 70

Business Manager

David B. Moreau

Business Agent

Mike Biskup

Steward

12-19-16

Date

APPROVED AS TO FORM
and EXECUTION

Rochester City Attorney

[1]