LABOR AGREEMENT

Between

CITY OF SAINT PETER

And

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, AFL-CIO (STREETS)

Effective:
January 1, 2019 through December 31, 2020
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ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 The intent and purpose of this Agreement is to: (1) Establish certain hours, wages and other conditions of employment; (2) Establish procedures for the resolution of disputes concerning interpretation and application of this Agreement; (3) Specify the full and complete understanding of the parties; and (4) Place in written form the parties' agreement upon terms and conditions of employment for the duration of the Agreement. It is the intent of this Agreement to set forth all the terms and conditions of the Agreement between the parties covering employment conditions where not otherwise mandated by a statute or ordinance.

1.2 The EMPLOYER and the UNION, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize the Agreement as a pledge of this dedication.

1.3 The parties hereto recognize that this Agreement is not intended to modify any of the discretionary authority vested in the City of Saint Peter by the statutes of the State of Minnesota.

ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive bargaining representative for all employees of the City of Saint Peter, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding employees of the Parks Department, Public Utility employees, supervisory employees, confidential employees, essential employees, professional employees and clerical employees.

ARTICLE 3 - UNION SECURITY

3.1 Right to Join: Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment for employees of such unit with the EMPLOYER.

3.2 The UNION may designate an employee from the bargaining unit to act as steward and shall inform the EMPLOYER in writing of such choice.

3.3 Request for Dues Check Off: The exclusive representative shall be allowed dues check off for its members, provided that dues check off and the proceeds thereof shall not be allowed to any exclusive representative that has lost its right to dues check off. Upon receipt of a properly executed authorization card of the employee involved, the EMPLOYER will deduct from the employee's paycheck the dues that the employee has agreed to pay to the employee organization during the period provided in said authorization. Initiation fees, dues and other assessments shall commence thirty-one (31) days from the date of employment.

3.4 Fair Share Fee: In accordance with M.S. 179.55, Subd. 2, any employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee required of any employee shall not exceed his/her prorated share of the specific expense incurred for services rendered by the exclusive representative in relationship to negotiations and administration of grievance procedures for employees in the appropriate unit. Fair Share fees shall commence thirty-one (31) days from date of employment.

3.5 The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the EMPLOYER harmless from any and all actions, suits, claims, damages, judgments, and executions or other forms of liability, liquidated or unliquidated, which any person may have or
claim to have, now or in the future, arising out of or by reason of any action taken or not taken by the EMPLOYER under the provisions of this article.

**ARTICLE 4 - NO-STRIKE**

4.1 Employees covered by this Agreement will not engage in any strikes during the term of this Agreement.

4.2 The City will not lock out employees during the term of this Agreement.

4.3 Nothing contained in this Article and/or Agreement shall be construed to limit, impair or affect the right of any employee of his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter relating to the conditions or compensation of public employment or their betterment, so long as the same is not designed to, and does not interfere with, the full, faithful and proper performance of the duties of employment or circumvent the rights of the Exclusive Representative.

**ARTICLE 5 - GRIEVANCE PROCEDURE**

5.1 Definitions - For the purposes of this Agreement, the words defined in this part have the meanings given them.


Subd. 2. Days - "Days" means calendar days.

Subd. 3. Employee - "Employee" means any public employee who is employed in a position covered by this Agreement.

Subd. 4. Grievance - "Grievance" means a dispute or disagreement regarding the application or interpretation of any term of this agreement and/or dispute or disagreement regarding the existence of just cause in the discipline of any employee or the termination of non-probationary employees.

Subd. 5. Non-probationary - "Non-Probationary" means an employee who has completed an initial probationary period required by this Agreement.

Subd. 6. Party - "Party" means either the exclusive representative and its authorized agent or the EMPLOYER and its authorized representative.

Subd. 7. Service - "Service" means personal delivery or service by the United States Postal Service and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service.

Subd. 8. Snow Removal Cycle – "Snow removal cycle" means the timeline for removal of snow from the City streets, sidewalks and parking lots after a snow event. A new snow removal cycle starts when employees are called back to work outside their normal schedule.

5.2 The EMPLOYER will recognize Representatives designated by the UNION as the grievance Representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.
5.3 It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the employee and the UNION Representative have notified and received approval of the Department Head who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

5.4 Grievances, as defined by 5.1, shall be resolved in conformance with the following procedure.

STEP 1. The employee may discuss any alleged violation and/or grievance with their immediate supervisor before proceeding to the formal written grievance in STEP 2.

STEP 2. 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 in writing to the Department head as designated by the EMPLOYER. The Department Head will discuss the grievance with the employee and provide the employee a STEP 2 written response within ten (10) calendar days following receipt of the grievance. A grievance not resolved in STEP 2 and appealed to STEP 3 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 and shall be appealed to STEP 3 within ten (10) calendar days after the Department Head answers STEP 2. Any grievance not appealed in writing to STEP 3 by the UNION within ten (10) calendar days shall be considered waived. A failure by the EMPLOYER representative to comply within the time periods shall require mandatory alleviation of the grievance as requested in the last statement by the UNION.

STEP 3. If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator. The City Administrator shall give the UNION and the EMPLOYER's STEP 3 answer in writing within ten (10) calendar days after receipt of such STEP 3 grievance. A grievance not resolved in STEP 3 may be appealed to STEP 4 within ten (10) calendar days following the City Administrator's final STEP 3 answer. Any grievance not appealed within ten (10) calendar days shall be considered waived. A failure by the EMPLOYER representative to comply within the time periods shall require mandatory alleviation of the grievance as requested in the last statement by the UNION.

STEP 4. If the Employer and the Union mutually agree, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation within ten (10) calendar days following the Employer response in Step 3. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of mediation.

STEP 5. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the grieving party shall request the Director, Bureau of Mediation Services, and State of Minnesota, to furnish a list of five (5) prospective arbitrators. From this list, each party shall, in turn, strike one (1) name until one (1) name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. The arbitrator will hold a hearing on the grievance promptly, and a decision shall be rendered by him/her within thirty (30) days after the date of the hearing.

5.45 Each newly hired employee shall be required to serve a probationary period of six (6) months. Neither the Employee nor the Union shall have recourse to grieve or arbitrate any matter related to the discipline or discharge of the Employee during the probationary period; however a probationary employee shall have the right to grieve issues related to wage, vacation, sick, comp time payments or accrual, and uniform allowance.
5.5 Arbitrator’s Authority - The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing Agreement. The decision and award of the arbitrator shall be final and binding upon both parties.

The fees and expenses for the arbitrator’s services and proceedings shall be borne equally by the EMPLOYER and 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.

5.6 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 fails to answer a grievance within the time periods allotted, it shall require mandatory alleviation of the grievance as requested by the last statement by the UNION. The parties may mutually agree in writing to extend the time limits.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 The UNION recognizes that the City is not required to meet and negotiate on matters of inherent managerial policy, which includes, but is not limited to, such areas of discretion of policy, such as the functions and programs of the EMPLOYER, its overall budget, utilization of technology, the organizational structure and the selection, including job descriptions, direction and number of personnel.

6.2 The City recognizes it has an obligation to meet and negotiate in good faith with the Exclusive Representative of this unit regarding grievance procedures and the terms and conditions of employment. The City agrees the term "terms and conditions" of employment means the hours of employment; the compensation therefore, including fringe benefits, except retirement contributions or benefits, other than EMPLOYER payment of contributions to, premiums for group insurance coverage of retired employees or severance pay; and the EMPLOYER’s personnel policies affecting the working conditions of the employees.

ARTICLE 7 – INTENTIONALLY LEFT BLANK

ARTICLE 8 - SAVINGS CLAUSE

8.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the signed municipality. In the event any provision of this Agreement shall be 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, such provision shall be voided. All other provisions shall continue in full force and effect. The parties will attempt to work out an alternative solution to the voided provision.

ARTICLE 9 - SICK LEAVE

9.1 Full-time employees shall earn sick leave at the rate of eight (8) hours per calendar month of service, up to a maximum of One Thousand Forty (1,040) hours.

9.2 Sick leave shall be granted for absence from duty because of illness, injury, disability, legal quarantine of the employee, or for dental appointments, eye examinations, physical examinations, or medical appointments.
Sick leave may also be used for illness of the employee's child, spouse, or member of household for such periods as the employee's attendance with the child, spouse or member of household may be necessary.

Sick leave, not to exceed three (3) days may be used when an employee's presence is required at home or in the hospital by reason of serious illness or hospitalization of the employee's parents, sister, brother, parent-in-law, sister-in-law, brother-in-law, grandparents, grandchildren or member of household.

9.3 In order to be eligible for sick leave with pay, an employee must:

a. Report promptly to the Department head the reason for the absence.

b. Keep the Department head informed of the employee's condition if the absence is more than three (3) days.

c. Submit medical certificate for any such absence of more than three (3) days if required by the Department Head.

9.4 When an employee is absent due to a bona fide workers' compensation injury, the employee may elect to have the City pay the difference between their normal wages and what they receive from workers' compensation, providing the employee has sufficient sick leave to cover the difference. When an employee elects to have the difference paid, the City will pay the employee their normal wages and deduct the appropriate amount of accrued sick leave. When the employee receives their workers' compensation check, they will turn it into the City and be credited with the appropriate sick leave accrual. Under no circumstances will an employee be paid more than they would have been entitled to if they were working.

9.5 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.

9.6 If an employee is absent due to a bona fide worker's compensation injury, the City shall pay only that portion of the employee's wages not paid to the employee by the City's insurance carrier and shall charge the wages paid to the employee's accrued sick leave. The employee shall forward the benefit check to the City of Saint Peter Finance Department.

9.7 In lieu of accumulation of sick leave, hours accumulated in excess of four hundred eighty (480) may be exchanged for additional vacation days. The ratio of exchange will be eight (8) hours of sick leave in exchange for one (1) hour of vacation time; OR hours in excess of one thousand forty (1,040) hours may be exchanged for pay. The ratio of the exchange would be four (4) hours of sick leave for one (1) hour of pay at the employee's current rate of pay at the time of the exchange. No more than 1,040 hours may be carried into the following year.

9.8 Should any provision of Article 9 be in conflict with the Federal Family and Medical Leave Act (FMLA) because of changes in the Act, the Federal Act shall immediately and automatically prevail.

**ARTICLE 10 - JURY DUTY**

10.1 All employees in the bargaining unit shall be granted a leave of absence for jury duty. The employee shall be paid a regular salary by the City, with the understanding that upon completion of the required jury duty, the employee shall submit to the Department head for review the check received for jury duty and that the amount of such check, less the amount included for traveling expenses, shall be deducted from the employee's regular pay check.
ARTICLE 11 - LEAVES OF ABSENCE

11.1 The Department head may, at the discretion of and with concurrence of the City Administrator, approve the absence of any employee without pay, for a period not to exceed thirty (30) calendar days. Any leave of absence for more than thirty (30) days, whether with or without pay, shall be subject to approval in advance by the City Administrator.

11.2 Upon request of an employee, a leave of absence without pay may be granted by the City Administrator taking into consideration good conduct, length of service and efficiency of the employee and the general good of the municipal service. Such leave of absence shall not exceed a period of ninety (90) calendar days, provided that the same may be extended beyond such period of such leave of absence if for continued disability or other good and sufficient reason. No vacation, sick leave or other economic benefit shall accrue during a leave of absence without pay.

11.3 School Conference and Activities Leave: An employee will be granted up to sixteen (16) hours' time off during any school year to attend school conferences or classroom activities related to the employee’s child if these cannot be scheduled during non-work hours. Compensation for such time off shall come from accumulated vacation or compensatory time. The employee will provide reasonable prior notice of such leave.

11.4 Education Leave: The City Administrator may grant a leave of absence with or without pay to an employee for the purpose of attending schools, meetings, conference and other functions which are of benefit to the City if, in the City Administrator’s judgment, such leave will not cause a disruption of service.

11.5 Voting: Employees eligible to vote may take a reasonable amount of paid time off to vote on Election Day for State general elections and to fill federal positions. Such leave shall be approved and scheduled by the Department Director.

11.6 Military leave: Military leave will be granted to eligible employees in accordance with Minnesota Statutes, Section 192.26. An employee who is a member of the national guard, or any other component of the militia of the state, or who is a member of the officers reserve corps, the enlisted reserve corps, the naval reserve, the marine corps reserve, or any other component of the military or naval forces of the United States, is entitled to leave of absence with full pay plus military pay, and without loss of seniority status, efficiency rating, vacation, sick leave, or other benefits for the time which such employee is engaged in training or active service not exceeding a total of fifteen (15) working days in a calendar year.

The military leave of absence is allowed only if the employee returns to employment immediately upon being relieved from military or naval service, or is prevented from so returning by physical or mental disability or other cause not the fault of the employee, or is required by the proper authority to continue in military or naval service beyond the 15 day period allowed for the military leave of absence.

Notice of intent to take military leave must be given to the employee’s Department Head at least five (5) working days after receipt of orders by the employee and no less than 24 hours prior to the date of leave. If orders are received at a time that would make compliance with this provision impossible, the employee shall give notice as soon as possible. If called to active military service, the City employee is entitled to unpaid leave.

11.7 Parental Leave: Parental leave will be granted to eligible employees in accordance with Minnesota Statutes, Section 181.94. Sick leave may be utilized by an employee for doctor appointments, illness, and/or disability relating to pregnancy.
Employees working twenty (20) or more hours per week on a routine basis, and who have been employed by the City of Saint Peter for at least twelve (12) months, are eligible for a twelve (12) week unpaid parental leave of absence in connection with the birth or adoption of a child.

The parental leave must begin no later than six weeks after the birth or adoption, and notice of intent to take such leave must be given to the employee’s Department supervisor at least two (2) weeks prior to the commencement of such leave.

An employee returning from a parental leave of absence of twelve (12) weeks or less will be entitled to return to employment in the employee’s former position or a position of comparable duties, number of hours, and pay. An employee returning from a parental absence longer than one (1) month must notify the employee’s department supervisor at least two (2) weeks prior to the return from leave.

11.8 Should any provision of Article 11 be in conflict with the Federal Family and Medical Leave Act (FMLA) because of changes in the Act, the Federal Act shall immediately and automatically prevail.

ARTICLE 12 – HOURS OF WORK

12.1 The normal workweek shall consist of nine (9) hour workdays Mondays through Thursdays, and a four (4) hour day on Friday. Normal hours of work shall be 7 a.m. to 4 p.m. with two fifteen minute paid breaks, one from 11:30 to 11:45 and one from 11:45 to 12 Noon. The normal period of work on Fridays shall be 6:30 a.m. to 10:30 a.m. All hours worked in excess of nine (9) hours per day on Monday, Tuesday, Wednesday, and Thursday, or four (4) hours on Friday, or forty (40) hours per week shall constitute overtime. A normal work week will begin on Monday and shall be consecutive days.

Based on past practice the job titles of Facilities Lead Maintenance Worker and Maintenance Engineer/Custodians regular hours shall be between 4 a.m. and 4 p.m., Monday through Friday. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall constitute overtime. A normal work week will begin on Monday and shall be consecutive days.

12.2 All authorized overtime shall be compensated for at the rate of time and one-half the employee’s regular rate of pay.

12.3 For purposes of overtime calculation, vacation, sick leave, compensatory time, and holidays shall be considered as time worked.

12.4 Overtime worked may be credited as compensatory time, figured at one and one-half (1-1/2) hours of compensatory time for each hour of service. Compensatory time may be banked up to a maximum of eighty (80) hours.

12.5 When employees are called in to work outside their normal scheduled hours, the employee will be paid two (2) hours plus the actual time worked at the rate of one and one-half (1-1/2) the employee’s base hourly rate. When employees are called in to work between 11:00 p.m. and 6:00 a.m. for other than scheduled activities, the employee shall be paid three (3) hours plus the actual time worked at the rate of one and one-half (1-1/2) the employee’s base hourly rate.

12.51 When employees are called in to work outside their normal scheduled hours, they shall be compensated for the employee’s first night of snow removal as follows (employees are eligible to receive only one night of additional compensation for each snow removal cycle whether they work one or both nights on the snow removal crew): the employee will be paid two (2) hours plus the actual time worked at the rate of one and one-half (1-1/2) the employee’s base hourly rate. When employees are called in to work between 11:00 p.m. and 6:00 a.m. for other than
scheduled activities, the employee shall be paid three (3) hours plus the actual time worked at the rate of one and one-half (1-1/2) the employee's base hourly rate. This is intended to provide pay for those employees who were not called out on the first night of the snow removal cycle.

12.6 Employees covered by this Agreement who are qualified will be allowed to work overtime hours in other departments before temporary/seasonal employees.

12.7 The Employer will notify the employees at least forty-eight (48) hours in advance of planned overtime. This shall not apply to emergency overtime.

**ARTICLE 13 – HOLIDAYS**

13.1 The following days are established as holidays:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Labor Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King's Birthday</td>
<td>Veteran's Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Friday following Thanksgiving</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td></td>
<td>Designated Floating holiday*</td>
</tr>
</tbody>
</table>

*If Christmas Day should fall on a Tuesday or Thursday, the Monday before or the Friday after respectively would be designated the floating holiday. If Christmas Day falls on any other day, the designated floating holiday would be waived.

13.2 When New Year's Day, Independence Day or Christmas Day falls on a Sunday, the following day shall be a holiday. When any of these three (3) holidays falls on a Saturday, the preceding day will be a holiday.

13.3 All employees in the bargaining unit shall be allowed to leave four and one-half (4.5) hours early on Christmas Eve Day if said day falls on a workday. All employees must work four and one-half (4.5) hours of the same day to be allowed early dismissal. No employee shall be allowed to leave prior to 11:00 a.m. Any employee that takes vacation or sick leave on Christmas Eve Day shall receive credit for the two (2) hours of time off provided for in this section.

13.4 Holidays that fall on a Tuesday, Wednesday, Thursday or Friday, the day prior to the holiday, the workday will start at 6:30 a.m. and conclude at 3:00 p.m. with a one-half hour lunch period.

13.5 Employees required to work on a holiday, excepting the Fourth of July, will be given two (2) options for pay:

1. Paid time and one-half (1-1/2) of their regular rate of pay for hours worked on the designated holiday, plus their normal holiday pay;

2. Paid at one and one-half (1-1/2) times his/her hourly rate of pay, plus receive another day off at a time mutually agreed to by the Employer and the employee.

13.6 On the Fourth of July, employees who work will receive nine hours (9) of pay at a rate of 1 and ½ the normal rate of pay per four hours of schedule and assigned work.

**ARTICLE 14 – VACATIONS**

14.1 All employees who have completed the required probationary period shall be eligible for an annual paid vacation at the employee's regular rate of pay.
14.2 Employees earn paid vacation in the following manner:

<table>
<thead>
<tr>
<th>TIME WORKED</th>
<th>VACATION EARNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 6 months</td>
<td>7.00 hours/month</td>
</tr>
<tr>
<td>6 months through 5 years completed</td>
<td>7.00 hours/month</td>
</tr>
<tr>
<td>6 through 10 years completed</td>
<td>10.00 hours/month</td>
</tr>
<tr>
<td>11 years through 15 years completed</td>
<td>11.75 hours/month</td>
</tr>
<tr>
<td>16 years through 25 years completed</td>
<td>13.50 hours/month</td>
</tr>
<tr>
<td>26 years through 29 years completed</td>
<td>14.50 hours/month</td>
</tr>
<tr>
<td>30 years completed and thereafter</td>
<td>16.50 hours/month</td>
</tr>
</tbody>
</table>

14.3 New employees shall earn vacation benefits from the start of their employment but may not use vacation until the completion of their probationary period. No vacation time or pay shall be due to an employee leaving the City employment during the probationary period.

14.4 No vacation time shall accrue for employees who have been laid off or on authorized leave of absence without pay.

14.5 All employees must receive permission from the appropriate supervisor at least ten (10) working days prior to taking vacation leave when such leave is to extend for a period of more than two (2) consecutive days. In cases where leave is requested for less than two (2) days, the appropriate supervisor may grant the leave time as long as the employee’s absence does not adversely affect provision of City services. Priority in scheduling vacation leave will be based from January 1 to April 1 of each year on seniority (total continuous time employed by the City) and from April 1 to January 1 each year on earliest date of request. Vacation leave will not be granted in less than one (1) hour increments.

14.6 In no case will any time be taken as vacation without advance approval by the Department Head. No advance vacation time shall be allowed.

14.7 The maximum vacation time allowed to accumulate shall be:

<table>
<thead>
<tr>
<th>CONTINUOUS YEARS OF SERVICE COMPLETED</th>
<th>MAXIMUM ACCUMULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 5 years</td>
<td>160 hours</td>
</tr>
<tr>
<td>Beginning of 6 through 12 years</td>
<td>200 hours</td>
</tr>
<tr>
<td>Beginning of 13 years through 19 years</td>
<td>240 hours</td>
</tr>
<tr>
<td>20 years and over</td>
<td>280 hours</td>
</tr>
</tbody>
</table>

14.8 Vacation shall be granted for the purpose of employee recreation, and therefore, no employee shall be permitted to waive such vacation for the purpose of receiving double pay. However, where an employee who is not working because of illness or injury has exhausted all accrued sick leave, the employee may, at the discretion of the Department Head, be permitted to draw earned vacation leave.

14.9 An employee with more than twelve (12) months service, who leaves the employ of the City in good standing following proper notice, shall be paid for unused accrued vacation as of the time of separation. Such time shall be known as “unused vacation” and shall not exceed the maximum number of hours allowed for accumulation in Article 14.7. Payment will be provided based on the Saint Peter Personnel Policy Section XIV Separation HCSP.

**ARTICLE 15 – FUNERAL LEAVE**

15.1 Paid leave time may be used by an employee in the case of death in his/her immediate family. Leave time allowed shall be as actually required, but not to exceed three (3) days. Time used
shall not be charged against the employee’s sick leave or vacation account. Additional days after
three (3) days shall be charged to the employee’s vacation. (See Section 14.6)

15.2 The determination of "immediate family" shall be husband, wife, child, mother, father, sister,
brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents and
grandchildren, step children and a person living in the employee's household.

15.3 Employees will be allowed sufficient time off with pay to attend the funeral of a City co-worker at
the discretion of the Department Head.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

16.1 Disciplinary action may be imposed upon an employee for cause.

Subd. 1 – Procedure: Disciplinary action shall be conducted in private and not in the presence of
other City employees, except supervisors, unless failure to act immediately might prove harmful
to the health and welfare of other employees.

Subd. 2 – Normal Disciplinary Sequence: The normal disciplinary sequence shall be as follows:

1. Oral reprimand. (written notation of time and date; placed in personnel file)
2. Written reprimand. (copy to Union)
3. Suspension with or without pay, or demotion. (copy to Union)
4. Discharge. (copy to Union)

Subd. 3 - This section shall not be interpreted to prevent the City from discharging immediately
for cause, nor from changing the above sequence upon the severity of the action for which the
discipline is being administered.

16.2 Union Present: The City shall give an employee the opportunity to have a Union representative
present during investigation or questioning which may lead to suspension, demotion or discharge.

ARTICLE 17 – WAGES

17.1 The following wages and classifications will be in effect during the term of this Agreement:

<table>
<thead>
<tr>
<th>Classification</th>
<th>2019 WAGE</th>
<th>2020 WAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Technician</td>
<td>Not Filled</td>
<td></td>
</tr>
<tr>
<td>Street Foreman</td>
<td>30.12</td>
<td>32.02</td>
</tr>
<tr>
<td>Maintenance Engineer Custodian</td>
<td>19.12</td>
<td>19.69</td>
</tr>
<tr>
<td>Equipment Operator</td>
<td>See Table</td>
<td></td>
</tr>
<tr>
<td>Mechanic</td>
<td>27.79</td>
<td>28.62</td>
</tr>
<tr>
<td>Facilities Maintenance Lead Worker</td>
<td>24.53</td>
<td>25.27</td>
</tr>
<tr>
<td>Fire Engineer/Maintenance Worker</td>
<td>23.02</td>
<td>23.71</td>
</tr>
<tr>
<td>Classification</td>
<td>Beginning Month</td>
<td>Ending Month</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------</td>
<td>--------------</td>
</tr>
<tr>
<td>A (probation)</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>B</td>
<td>7</td>
<td>24</td>
</tr>
<tr>
<td>C</td>
<td>25</td>
<td>48</td>
</tr>
<tr>
<td>D</td>
<td>49</td>
<td>66</td>
</tr>
<tr>
<td>E</td>
<td>67+</td>
<td></td>
</tr>
</tbody>
</table>

No Equipment Operator will advance more than one (1) classification level per calendar year. A minimum of ten (10) months will elapse between any classification level advancements.

Maintenance Engineers/Custodian and/or Facilities Maintenance Lead Workers who hold Special Engineers Boilers license shall be compensated an additional $.10 per hour. Maintenance Engineers/Custodians and/or Lead Maintenance Workers who hold Class B Boilers license shall be compensated an additional $.20 per hour.

Employees who were previously given credit for Arc Welding I and II (AVTI) and/or Welding Lab I will continue to receive credit whether a certificate is provided or not.

Failure of employees covered by this agreement to complete the yearly training, as approved by the City, will result in a loss of $0.25 per hour of pay. Pay will be restored upon completion of training.

An employee who must temporarily assume the Foreman or Facilities Maintenance Lead Worker duties for a period of three (3) regularly scheduled working days or more will receive an additional $1.00 per hour for all hours worked in this capacity for term of contract.

17.2 A new employee will start at 96% of the wage rate for their classification and upon completion of their probationary period will be moved to the full rate for their classification.

17.3 Full-time employees (for purposes of this Section thirty [30] hours or more per week) shall be covered under the City’s group hospitalization and major medical policy in the following manner:

1.1 The City shall provide full hospitalization and medical insurance for all employees covered by this Agreement and their dependents. The City will pay 100% of the cost of the Basic Single insurance premium cost. Employees who elect single coverage or decline coverage will receive a thirty dollar ($30.00) per month rebate that the employee can choose to receive as cash or use toward the additional cost of other coverage plans provided by the City. Employees electing the Basic Family coverage will be required to contribute ten percent (10%) of the basic family premium.

1.2 Should the City enact insurance benefit for retirees, the City will provide that benefit to members of this bargaining unit.
2. The City will provide dental insurance. The City will pay the full premium cost for employees and their dependents.

3. The Employer shall provide an Employer-paid $12,500 life insurance policy for employees. Increases in this benefit will be provided to members of the unit if given to other City employees through a change in Personnel Handbook.

17.4 Severance Pay: Payment of accrued sick leave is to be made according to the following schedule for all permanent, full-time employees and permanent part-time employees upon retirement or voluntary termination in good standing with the City. Permanent full-time employees shall be paid for a percentage of their accumulated sick leave at a rate of pay on a prorated basis determined by actual hours worked, according to the following schedule. Payment will be provided based on the Saint Peter Personnel Policy Section XIV Separation HCSP. Permanent part-time employees shall be paid for a percentage of their accumulated sick leave at a rate of pay on a prorated basis determined by actual hours worked, according to the following schedule:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>% OF PAY FOR ACCUMULATED SICK DAYS</th>
<th>YEARS OF SERVICE</th>
<th>% OF PAY FOR ACCUMULATED SICK DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3</td>
<td>0%</td>
<td>14</td>
<td>27%</td>
</tr>
<tr>
<td>3</td>
<td>5%</td>
<td>15</td>
<td>29%</td>
</tr>
<tr>
<td>4</td>
<td>7%</td>
<td>16</td>
<td>31%</td>
</tr>
<tr>
<td>5</td>
<td>9%</td>
<td>17</td>
<td>33%</td>
</tr>
<tr>
<td>6</td>
<td>11%</td>
<td>18</td>
<td>35%</td>
</tr>
<tr>
<td>7</td>
<td>13%</td>
<td>19</td>
<td>37%</td>
</tr>
<tr>
<td>8</td>
<td>15%</td>
<td>20</td>
<td>39%</td>
</tr>
<tr>
<td>9</td>
<td>17%</td>
<td>21</td>
<td>41%</td>
</tr>
<tr>
<td>10</td>
<td>19%</td>
<td>22</td>
<td>43%</td>
</tr>
<tr>
<td>11</td>
<td>21%</td>
<td>23</td>
<td>45%</td>
</tr>
<tr>
<td>12</td>
<td>23%</td>
<td>24</td>
<td>47%</td>
</tr>
<tr>
<td>13</td>
<td>25%</td>
<td>25</td>
<td>50%</td>
</tr>
</tbody>
</table>

17.5 Longevity Pay: All full-time employees with eight (8) or more continuous years of service covered by the bargaining unit shall receive an additional lump sum payment based upon years of continuous service to the Department. The payment will be made or before December 15 of each year and shall be based upon length of continuous service. The payment will be made to employees with eight (8) or more years of continuous service as of November 1 of each year. The payment will be calculated as one percent (1%) of the employee’s base wage, base wage being defined as the regular hourly rate of pay times the annual non-overtime, non-specialized hours worked by the employee to a maximum of 2,080 hours per year.

17.6 Training Reimbursement: For on the job training required because of Federal or State mandates placed upon the Employer, the employee shall receive compensation for all hours spent in training sessions, including travel to and from training sessions. For training or education required to fulfill job qualifications or to qualify for advancement or of a nature which is of value to the Employer, but not required under Federal or State mandates placed upon the Employer, the employee may attend such sessions with the assurance that no loss of pay or benefits will result, but that pay, benefits, travel time or other time dedicated to such training will not be compensated beyond the limits of a normal working day. If the employee is available for duty at any time during the regular working day on a day which includes training time, the employee is expected to report for duty.
ARTICLE 18 — SENIORITY

18.1 For the purposes of layoffs, recalls, shift selection, and promotion, seniority is defined as an employee’s most recent period of continuous service with the position covered by the bargaining unit.

18.2 The City will lay off employees by classification within the bargaining unit in the inverse order of seniority providing that the remaining employees have demonstrated ability and qualifications to perform the remaining work.

18.3 Employees on layoff shall be recalled in the order of seniority providing that those recalled have the demonstrated ability and qualifications to perform the available work.

18.4 In the event of a layoff, the Employer shall notify the Union steward at the earliest possible opportunity.

18.5 Job Openings:

Subd. 1 Posting: In the event of a job opening and/or a new position, said job opening and/or new position will be posted within five (5) working days of the event. The job shall be posted for a period of ten (10) working days, and filled within sixty (60) working days. Bargaining unit members shall be given the opportunity to bid for job openings.

Subd. 2 Filling Vacancies: When an employee bids for a position in the same or a lower classification, seniority will be the main factor in filling the vacancy. The City may also consider other qualifications.

When an employee bids for a position in a higher classification, the Employer will fill the position with the most qualified employee from the unit, however, the City reserves the right to hire outside the unit if such an applicant is more qualified. Under any circumstances, if qualifications are substantially equal, the City will give preference to the senior employee. An employee not given a position may request a written explanation.

18.6 Seniority shall terminate upon:

a. Discharge.
b. Voluntary quitting.
c. Layoff for a period of one (1) year or more.
d. Failure of the employee to accept and report for work within two (2) weeks after notification of his/her recall.
e. The employee's obtaining a leave of absence by false or misleading statements.

ARTICLE 19 — TEMPORARY EMPLOYEES

19.1 Temporary employees hired for a period not to exceed sixty-seven (67) work days in a calendar year, or in the case of a full-time student under the age of 22 who will be returning to school for the next academic year, this provision shall then be one hundred (100) days in a calendar year, shall not be entitled to benefits covered by this agreement. After that time, employee(s) shall be entitled to all provisions of this contract.

19.2 Employment as a temporary employee shall not be used toward calculation as time worked for the purposes of Longevity Pay.
ARTICLE 20 – SAFETY

20.1 Driver’s License: All Public Works employees are required to obtain a Class "A" driver’s license. Street section employees will be required, within six (6) months of their start date or the ratification of the contract, to obtain an air brake endorsement and tanker endorsement.

20.2 Eye Protection: The City will pay the cost of one pair of safety glasses with basic reinforced frames. The City will also pay for replacement glasses when broken or needed because of a prescription change. Unless additional features are medically required in order for the employee to perform their normal duties, additional features, such as bifocals, tinted lenses, etc. will be paid by the employees. Prescription safety glasses must be purchased at the Saint Peter optometrist.

20.3 Foot Protection: The City will provide annually two (2) pairs of steel-toed boots and one (1) pair of steel-toed waterproof insulated pacs. The boots and pacs must be purchased from a City approved vendor and old boots/pacs must be turned in when new boots are purchased.

20.4 Herbicides, Pesticides, DOT Inspection Certification, Drivers (Class B) and the endorsements and Boilers Licenses: Employees who are expected or required to have herbicides, pesticides, DOT Inspection Certification, Drivers (Class B) and the endorsements and Boilers licenses will have the license fee and/or renewal fee paid by the City.

20.5 Safety Equipment: The City will have available to employees goggles, hand protection as needed, head protection, reflective vests, rain gear and other equipment required by OSHA.

ARTICLE 21 – UNIFORMS

21.1 The City will provide a clothing allowance of $325.00 per year per employee. The unit members may use this allowance to purchase standardized shirts, jeans and other work related clothing. The shirts must be of a mutually agreed to style and color and include nameplate and City of Saint Peter plate. This shirt must be worn during normal weekday and weekend work activities. Cleaning, replacement and repairs are allowed as part of this clothing allowance. Cost of clothing, repairs, replacement, and cleaning that is greater than $325.00 is the responsibility of the employee. Receipts for purchases relating to this section must be reported to the Department of Finance and will be reimbursed in the next pay cycle. The City reserves the right to require replacement should repair of uniforms fall below acceptable dress standards.

21.2 The employee may carry over any unused uniform allowance up to a maximum of $525. Carry over will be calculated as of December 31st in each calendar year.
ARTICLE 22 – DURATION

This agreement is effective January 1, 2019 through December 31, 2020, subject to the rights on the part of the Employer or the Union to reopen or cancel the agreement by written notice to the other party no later than July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15th day of January, 2019.

CITY OF SAINT PETER

[Signatures]

Mayor

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70

[Signatures]

Business Manager

President

Recording Secretary

Business Representative

Union Steward
LETTER OF AGREEMENT

City of Saint Peter
and
International Union Of Operating Engineers, Local 70, AFL-CIO (Streets)

City of Saint Peter, hereinafter referred to as the Employer, and the International Union Of Operating Engineers, Local 70, AFL-CIO (Streets), hereinafter referred to as the Union, agree to the following:

April 22th, 2019 through September 9th, 2019
April 20th, 2020 through September 6th, 2020

Article 12 - Hours of Work: Subsection 12.1 shall be amended during the timeframe specified above as follows:

The City of Saint Peter and Union hereby agree to a project schedule change in the hours of work, to ten (10) hour work days Monday through Thursday. The normal project work schedule for this period on Monday, Tuesday, Wednesday and Thursday will be from 6:00 a.m. to 4:00 p.m. with two (2) fifteen (15) minute paid breaks, one from 11:30 a.m. to 11:45 a.m. and one from 11:45 a.m. to 12:00 p.m. All hours worked in excess of ten (10) hours per day Monday, Tuesday, Wednesday, and Thursday or forty (40) hours per week shall constitute overtime. A normal project work week shall begin on Monday and shall be consecutive days.

Subsection 13.6 shall be amended during the time frame as follows:

Employees that work July 4, 2018 will receive ten (10) hours of pay at a rate of 1.5 times the regular rate of pay per four hours of scheduled and assigned work. In addition, all employees in the Streets whose hours have been adjusted by the project schedule change shall receive a ten (10) hour Floating Holiday, paid at their regular rate of pay, which needs to be used before last day of October in the year in which work was done.

Signed this 15th day of January, 2019.

FOR: CITY OF SAINT PETER

[Signature]
Todd Prafke, City Administrator

ATTEST:

[Signature]

FOR: INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70, AFL-CIO

[Signature]
David Monsour, Business Manager

Business Representative

[Signature]
Union Steward