LABOR AGREEMENT

Between

CITY OF SAINT PETER

And

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

Effective:

January 1, 2020 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) Place in written form the parties' agreement upon the terms and conditions of employment for the duration of the Agreement.

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

The EMPLOYER recognizes the UNION as the exclusive bargaining representative for the employees in the Parks Section of the Department of Public Works, City of Saint Peter, Minnesota, as set forth in Article 17.2, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory and confidential 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 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. The steward will be allowed reasonable time during regular working hours for grievance processing and contract negotiations, upon notification and approval of their supervisor. The supervisor will make every attempt to comply with such requests.

3.3 Requests 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 calendar days from the date of employment.

3.4 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 or willful absence from one's position 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 employees or 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.

4.4 In the event an employee violates this Article the EMPLOYER shall notify in writing the UNION Business Manager and UNION Steward immediately. The UNION Business Manager and/or Steward shall immediately notify any such employee in writing to cease and desist from such action and shall instruct all such employees to immediately return to their normal duties. Employees who fail to comply with the written notification from the UNION or similar notification from the EMPLOYER may be disciplined, including discharge.

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 successfully completed an initial probationary period required by this Agreement.

Subd. 6. Party - "Party" means either the exclusive representative or its authorized agent or the employer or 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 the 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 shall 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 the 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 Director answers STEP 2. Any grievances 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 by the last statement by the UNION.

**STEP 3**
If appealed, the written grievance shall be presented by the UNION to and discussed with the City Administrator. The City Administrator shall give the UNION 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 in writing to STEP 4 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 4**
If the grievance is not resolved in Step 3, the parties, by mutual agreement, may submit the matter to mediation with the State of Minnesota, Bureau of Mediation Services. Submitting the grievance to mediation preserves the tolls and timelines for Step 4 of the grievance procedure through the conclusion of mediation.

**STEP 5**
A grievance unresolved in STEP 4 may be submitted to arbitration through the Minnesota State Board of Mediation Services. Upon proper submission of a grievance under the terms of this procedure the grieving party shall request the Director, Bureau of Mediation Services, State of Minnesota, to submit a list of five prospective arbitrators. From this list each party shall, in turn, strike one name until one name remains and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance will
be held promptly by the arbitrator and a decision rendered by the arbitrator within thirty calendar days of the date of the hearing.

5.46 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 in 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 as the functions and programs of the EMPLOYER, its overall budget, utilization of technology, the organizational structure and the selection, 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.

6.3 The City retains the right to promulgate reasonable rules and to establish personnel policies so long as the personnel policies do not adversely affect the terms and conditions of employment.

ARTICLE 7 - NON-DISCRIMINATION

7.1 In accordance with applicable law, the EMPLOYER and the UNION agree not to discriminate against any employee or representative of the EMPLOYER on the basis of race, creed, color, religion, national origin, sex, age, marital status, union membership or non-membership.

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 to 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 a 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, or 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. Other forms of paid leave, such as compensatory time or vacation, may be used to extend such leave beyond three days with the approval of the City Administrator.

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

9.4 An employee who has been unable to work for a period of time because of illness or accident may be required, at the EMPLOYER’s discretion before being permitted to return to work, to provide medical evidence that he/she is again able to perform all significant duties of his/her job in a competent manner and without hazard to the employee and others.

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 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.

9.7 The EMPLOYER will provide catastrophic sick leave benefits based on the following:

Employee will be able to earn and bank one-half day per month after reaching the previously established maximum of one thousand forty (1,040) hours sick leave accrual. Catastrophic sick leave can be used only in catastrophic situations involving physical/mental illness or injury to the employee when all other sick leave is exhausted.
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 Director 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 Director may, at the discretion and with the concurrence of the City Administrator, approve the absence of an 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 the 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 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. The employee will provide reasonable prior notice of such leave. The employee may use vacation or compensatory time to obtain pay during this leave.

11.4 Education Leave: The Department Director, subject to approval by the City Administrator, may grant time away from the job without loss of pay to an employee for the purpose of attending a school, meeting, conference, seminar, or other function which will improve or enhance the employee’s abilities to understand or perform his or her job; of if, in the judgment of the City Administrator, the employee’s presence will be of benefit to the City.

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 without loss of pay or 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 Director within 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 which 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 six-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 in 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.

Should any provision of Article 11.7 be in conflict with the Federal Family and Medical Leave Act because of changes in the Act, the Federal Act shall immediately and automatically prevail.

ARTICLE 12 - HOURS OF WORK

12.1  The normal work week 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 workweek shall begin on Monday and shall be five (5) consecutive days. There will be no pyramiding of overtime when computing a forty (40) hour workweek.

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 earned 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 overtime may be banked up to a maximum of eighty (80) hours. Compensatory time shall be used during slack periods when it will not jeopardize the service, and subject to the approval of the Department Head. Compensatory time must be used in minimum blocks of one hour. A maximum of 40 hours of compensatory time may be used during any two-week period except when compensatory time is used to augment paid sick leave under section 9.2 of this agreement.

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.

12.51  When employees are called in to remove snow 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.
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 will be given the first opportunity to work Parks Department overtime. Overtime among the bargaining unit will be distributed as equally as possible on an annual basis.

ARTICLE 13 - HOLIDAYS

13.1 The following days are established as holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Designated Floating Holiday*

Labor Day
Veteran's Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Day

*If Christmas Day should fall on a Tuesday or Thursday, the Monday before or the Friday after respectively would be the designated 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 Employees required to work on a holiday will be given two (2) options for pay:

Subd. 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;

Subd. 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.

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

13.6 On the Fourth of July, employees who work will receive nine hours (9) of pay at a rate of one and one-half (1½) the normal rate of pay per four hours of scheduled 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:
TIME WORKED
Less than 6 months
6 months through 5 years completed
6 through 10 years completed
11 years through 15 years completed
16 years through 25 years completed
26 years through 29 years completed
30 years completed and thereafter

VACATION EARNED
7.00 hours/month
7.00 hours/month
10.00 hours/month
11.75 hours/month
13.50 hours/month
14.50 hours/month
16.50 hours/month

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 are on authorized leave of absence without pay.

14.5 All employees must receive permission from the appropriate supervisor at least 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 on vacation time shall be allowed.

14.7 The maximum vacation time allowed to accumulate shall be:

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<tr>
<th>Continuous Years of Service Completed</th>
<th>Maximum Accumulation</th>
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<tbody>
<tr>
<td>1 through 5 years</td>
<td>160 hours</td>
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<tr>
<td>beginning of 6 through 12 years</td>
<td>200 hours</td>
</tr>
<tr>
<td>beginning of 13 through 19 years</td>
<td>240 hours</td>
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<tr>
<td>20 years and over</td>
<td>280 hours</td>
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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 Director, 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 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.
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 Director.

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 as 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 notification of date/time/place 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 depending upon the severity of the action for which the discipline is being administered.

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

ARTICLE 17 – WAGE RATE

17.1 A. Effective

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<th>Position</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>29.41</td>
</tr>
<tr>
<td>Forester</td>
<td>27.09</td>
</tr>
<tr>
<td>Groundskeeper</td>
<td></td>
</tr>
<tr>
<td>After 5 years</td>
<td>23.77</td>
</tr>
<tr>
<td>After 4 years</td>
<td>22.78</td>
</tr>
<tr>
<td>After 3 years</td>
<td>22.22</td>
</tr>
<tr>
<td>After 2 years</td>
<td>21.20</td>
</tr>
<tr>
<td>After 1 year</td>
<td>20.13</td>
</tr>
<tr>
<td>Probationary Pay</td>
<td>19.18</td>
</tr>
<tr>
<td>Construction Maintenance Worker</td>
<td>See Table</td>
</tr>
</tbody>
</table>

CONSTRUCTION MAINTENANCE WORKER SCHEDULE

<table>
<thead>
<tr>
<th>Classification</th>
<th>Beginning Month</th>
<th>Ending Month</th>
<th>2020 Hourly Pay</th>
<th>Training Required to move to next classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>A (Probationary P)</td>
<td>1</td>
<td>6</td>
<td>19.29</td>
<td>Meet minimum qualifications and satisfactory completion of probation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>7</td>
<td>24</td>
<td>21.34</td>
<td>Public Employees Training 1 and MSC Defensive Driving</td>
</tr>
<tr>
<td>C</td>
<td>25</td>
<td>48</td>
<td>23.41</td>
<td>Public Employees Training 2 and MSC Defensive Driving</td>
</tr>
<tr>
<td>D</td>
<td>49</td>
<td>66</td>
<td>25.46</td>
<td>Training as approved by the City related to Building Construction and maintenance</td>
</tr>
<tr>
<td>E</td>
<td>67+</td>
<td>27.55</td>
<td>6+ hours of training annually as approved by the City.</td>
<td></td>
</tr>
</tbody>
</table>

**B.** A Parks worker assigned temporary Foreman duties for three working days or more shall receive a $1.00 per hour premium retroactive to the first day for the duration of the Foreman assignment.

**C.** New employees or employees transferring from another position within the City will be paid at 96% of the wage rate for their classification, excluding Construction Maintenance Worker. Upon completion of their probationary period will be paid at the full rate indicated for their job classification.

**D.** 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.

**E.** All Groundskeepers will be eligible to receive the following Education Incentive/Stipend Pay.

1. Groundskeepers will be eligible to receive a maximum of four (4) Education Incentive/Stipend Pay per employee.
2. The conditions for the below listed stipends/incentives are as follows:
   a. All employees will be paid their regular hourly rate of pay while attending school/classes during normal working hours.
   b. The Employer will pay for all classes and all training materials/coursework.
   c. The Employer will pay for any and all license or certificate renewal fees.
   d. The Employer will honor any and all currently held licenses or certificates including those held by new hires.

<table>
<thead>
<tr>
<th>Groundskeeper Education Incentive/Stipend Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Investment (Training Paid by City)</td>
</tr>
</tbody>
</table>

| Turf Management Certificate | $0.15 |
| Small Engine or Equipment Repair Certificate | $0.15 |
| Tree Inspector License | $0.15 |
| MnDOT Landscape Specialist | $0.15 |
| Certified Pool Operator | $0.15 |
| Pesticide Applicator A and E License | $0.15 |
| Arborist Certification | $0.15 |
| Small Equipment Operations Cert. | $0.15 |

<table>
<thead>
<tr>
<th>Joint Investment (Training paid by the Employee but reimbursable as per Personnel Policy) two per employee as approved by the City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Gardner Certification</td>
</tr>
<tr>
<td>Turf Specialist Certification</td>
</tr>
<tr>
<td>Building Trade Certification (Contractors License)</td>
</tr>
</tbody>
</table>
17.2 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.

Subd. 1. The City will pay 100% of the cost of the Basic Single insurance premium cost. Employees who elect single coverage or those employees who decline insurance 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 plans provided by the City.

Union employees electing the Basic Family Coverage will be required to contribute ten percent (10%) of the premium cost for Basic Family Coverage. Employees electing other City provided health insurance plans will be required to pay the difference between the selected health insurance plan and the amount the City pays towards the Basic Insurance Coverage.

Subd. 2. The City shall provide a dental insurance program for all bargaining unit employees and their dependents with the City paying the premium.

Subd. 3. The Employer shall provide and pay premium for life insurance as provided in the Saint Peter Personnel Policy Handbook Section XII – Life Insurance.

Subd. 4. Should the City enact insurance benefits for retirees, the City will provide that benefit to the members of the bargaining unit.

17.3 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 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.

17.4 Longevity Pay. All full-time employees with eight (8) or more continuous years of service covered by this bargaining unit shall receive an additional lump sum payment based upon years of continuous service to the department. The payment will be made on 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 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.

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>% OF PAY FOR ACCUMULATED SICK</th>
<th>DAYS</th>
<th>YEARS OF SERVICE</th>
<th>% OF PAY FOR ACCUMULATED SICK</th>
<th>DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3</td>
<td></td>
<td></td>
<td>14</td>
<td></td>
<td>27%</td>
</tr>
<tr>
<td>3</td>
<td>0%</td>
<td>5%</td>
<td>15</td>
<td>29%</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>7%</td>
<td>16</td>
<td>17</td>
<td>31%</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>9%</td>
<td>17</td>
<td>18</td>
<td>33%</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>11%</td>
<td>19</td>
<td>18</td>
<td>35%</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>13%</td>
<td>20</td>
<td>19</td>
<td>37%</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>15%</td>
<td>21</td>
<td>20</td>
<td>39%</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>17%</td>
<td>22</td>
<td>21</td>
<td>41%</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>19%</td>
<td>23</td>
<td>22</td>
<td>43%</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>21%</td>
<td>24</td>
<td>23</td>
<td>45%</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>23%</td>
<td>25</td>
<td>24</td>
<td>47%</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>25%</td>
<td>26</td>
<td>25</td>
<td>50%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>26</td>
<td></td>
<td>52%</td>
</tr>
</tbody>
</table>
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 Park Section.

18.2 The City will lay off employees within the Parks Division 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 decision to fill the position. The job shall be posted for a period of ten (10) working days, and filled within sixty (60) 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 employees 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 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 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 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. Temporary employees are not entitled to compensation for holidays not worked.
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 AND LICENSE REQUIREMENTS

The City agrees to purchase the following safety items and licenses for employees covered by this Agreement.

20.1 All park employees are required to obtain a Class "A" driver's license with necessary endorsement.

20.2 If employees are required to obtain herbicide and pesticide licenses the City will give the employees reasonable time to obtain licenses required. Such license fees and/or renewal fees and/or training will be paid by the City.

20.3 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. Prescription safety glasses must be purchased at a Saint Peter optometrist designated by the City.

20.4 Foot Protection: The City will provide, annually, up to two (2) pair of steel-toed boots and one pair of steel-toed waterproof insulated pacs. The boots and pacs must be purchased from a City approved vendor. In order to obtain replacement shoes or pacs, old shoes and/or pacs must be turned in.

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

20.6 Uniforms. The City will provide a clothing allowance of $335 thereafter per employee. This allowance may be used to purchase standardized shirts, jeans and other work related clothing by the unit members. 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 are greater than $335 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 be below acceptable dress standards.

20.65 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.

20.7 Use of City Vehicles. Use of City vehicles will be governed by policy established in the City of Saint Peter Personnel Policy Handbook.

ARTICLE 21 TRAINING/PAY AGREEMENT

This Article only applies to the position classification Construction Maintenance Operator (Parks).

21.1 The City of Saint Peter, hereinafter referred to as the Employer and the International Union of Operating Engineers, Local No. 70, hereinafter referred to as the Union, do hereby agree to the following:

a. That the training program be an amendment to the working agreement, effective the date of signature of this letter.
b. That the satisfactory completion of levels and added experience are to be the sole factors for advancement to the next level.

c. It is understood and intended that level advancement is not to be costed into any future contract proposals or agreements.

d. That the training program is a living document and may be modified for the purpose of training requirement changes, changes in technology, and changes in types of equipment used by that Employer that are mutually agreeable to all parties as outlined in the training program.

21.3 Management Rights. Management reserves the right to assign elective courses based on needs of the Department and plans for the City. The employee’s desires will be considered and will be honored whenever possible.

ARTICLE 22 – DURATION

This Agreement is effective January 1, 2020 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. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this __ day of ___, 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