AGREEMENT

between

CITY OF WASECA

and

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 70

FIRE DEPARTMENT

January 1, 2017 through December 31, 2019
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THIS AGREEMENT made and entered into as of the 1st day of January, 2017, by and between the City of Waseca, a municipal corporation, (hereinafter referred to as the City) and the International Union of Operating Engineers, Local No. 70, (hereinafter referred to as the Union) as exclusive bargaining agent for the employees in the bargaining unit set forth in Article 1 below.

WHEREAS, Minnesota Legislature has endorsed the practices and procedures of collective bargaining as a fair and only way of conducting its relations with its employees, and relations of any political subdivision with its employees, insofar as such practices and procedures are appropriate to the function of obligations of the City to retain the right effectively to operate in a responsible and efficient manner and are so consonant with the paramount of the City and its citizens:

WHEREAS, it is the intention of this Agreement to set forth the entire Agreement of the parties covering the employment conditions were not otherwise mandated by statute, charter or ordinance, to maintain and increase the individual productivity in the quality of services, to prevent interruption of work and interference of the efficient operation of the City and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the parties recognize that this Agreement is not intended to modify the discretionary authority vested in the City by statutes of the State of Minnesota, City Charter, and City Ordinances and City Resolutions.

ARTICLE 1 – RECOGNITION AND NON-DISCRIMINATION

Section 1. Recognition. The City hereby recognizes the Union as the exclusive collective bargaining representative with respect to wages, hours of employment and other working conditions for all full-time City employees assigned to the Fire Department as provided in the certification of Exclusive Representative issued by the Minnesota Bureau of Mediation Services, Case No. 89-PR-2172.
Section 2. **Non-Discrimination.** The City and the Union agree that there will be no discrimination against any employee because of race, creed, color, sex, or national origin, contrary to the provisions of federal and state law.

**ARTICLE 2 – CITY SECURITY**

Section 1. The Union agrees that during the life of this Agreement that the Union will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the City.

**ARTICLE 3 – UNION MEMBERSHIP**

Section 1. Employees have the right to join or refrain from joining the Union. Neither the City nor the Union shall discriminate against or interfere with the rights of the employees to become or not become members of the Union and, further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

Section 2. In accordance with PELRA, 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 for any employee shall be in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. Upon thirty (30) days’ notice in writing to the payroll office of the name of the employee and the amount of the fair share fee certified by the Exclusive Representative, the City will deduct such fair share fee in installments from such employee’s paycheck each month, and will forward such fees to the exclusive representative. The exclusive representative agrees to notify the City promptly whenever any employee subject to a fair share fee deduction becomes a member of the Exclusive Representative, and no further fair share fee deductions for such employee will thereafter be made. Any dispute as to the amount of such fee shall be solely between the Exclusive Representative
and the employee involved and shall not be subject to the grievance procedure. Fair share fees shall commence thirty-one (31) days from the date of employment.

The exclusive representative hereby warrants and covenants that it will defend, indemnify, and save the City of Waseca harmless from any and all actions, duties, claims, damages, judgments and executions or other forms of liability, liquidated or un-liquidated, which any person may have or claim to have, now or in the future, arising out of or by reason of the deduction of the fair share fee specified by the Exclusive Representative as provided herein.

ARTICLE 4 – UNION OFFICIALS

Section 1. There shall be no more than one Union Steward. The Steward and other Union Officials shall not leave their work stations without prior permission of their supervisor and then only for such activities as are specifically provided for in this Agreement. They shall notify their supervisor upon return to their workstations. The Union shall furnish the City with a complete and current list of its Union Official and Steward who will represent the Union in all matters of this Agreement.

Section 2. Representatives of the Union, previously accredited to the City in writing by the Union, shall be permitted to come on the premises of the City for the purposes of investigating or discussing grievances if they have first obtained permission from the City Manager or his/her designated representative, provided that the Union representative does not interfere with the work of the employees.

Section 3. The Union agrees that there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or any other activities on City time.
ARTICLE 5 – UNION SECURITY

Section 1. 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, pursuant to PELRA. Upon receipt of a properly executed authorization card of the employee involved, the City 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 date of employment.

Section 2. The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the City in writing of such choice and changes in the position of steward and/or alternate.

Section 3. The City shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).

Section 4. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 6 – UNFAIR LABOR PRACTICES

Section 1. The City and the Union recognize that the Minnesota Public Employees Labor Relations Act (PELRA) in 179A.13 list specific activities that the City and the Union may not engage in. The City and the Union in the interest of serving the public agree not to encourage or participate in any activities, which are listed in 179.68 as Unfair Labor Practices.
ARTICLE 7 – UNION DUTIES

Section 1. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, can engage in, encourage, sanction, support or suggest any strikes, slow-downs, mass resignations, mass absenteeism, willful absence of one’s position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance and duties of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined. The City agrees that there shall be no lockouts of the employees.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

Section 1. Disciplinary action may be imposed upon an employee only for just cause. Initial reprimand for minor infractions, irregularities or deficiencies shall be done in a manner that will not embarrass the employee before other employees or the public, and any disciplinary action imposed upon an employee may be processed through the grievance procedure. The normal disciplinary action shall be as follows:

1. Oral reprimand.
2. Written reprimand (copy to the Union).
3. Suspension or demotion (copy to the Union).
4. Discharge (copy to the Union).

When any disciplinary action more severe than an oral reprimand is intended, the City shall, before or at the time of such action is taken, notify the employee in writing of the specific reason(s) for such action.

Section 2. At his or her request, an employee shall have the opportunity to have a Union representative present during an investigation that may result in disciplinary action against the employee. The Union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the
second step of the grievance procedure and the matter shall be handled in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. The City shall not discharge any employee without just cause. If the City feels there is just cause for discharge, the employee shall be suspended for ten (10) working days and the employee will be notified in writing, that he/she is subject to discharge and shall be furnished with the reason(s) therefore.

Section 4. An oral reprimand shall not become part of an employee's personnel record. Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

The contents of an employee's personnel office record shall be disclosed to him/her by the Finance Director upon request and to the employee's Union representative upon the written request of the employee.

ARTICLE 9 – SENIORITY

Section 1. Seniority shall be defined as the length of continuous service from most recent date of hire (including probationary period). Seniority preference shall be granted to an employee in connection with layoff, recall, promotion, or transfer, in recognition of his/her length of continuous service in a classification covered by this Agreement. A seniority roster will be posted in an appropriate location and maintained by the City. Within each department, seniority will be the determining criterion for transfer, promotion, and layoffs when the job relevant qualifications and performance factors are equal.

Section 2. Employees on layoff shall be recalled in reverse order of layoff. Laid off employees shall have recall rights for twelve (12) months after layoff. A laid off employee may extend their recall right an additional one (1) year by serving written request via certified mail to the City within the initial twelve-
month period of layoff. Recalled employees must return to work within five (5) workdays after recall notification by certified mail to the last known address the employee furnished to the City.

Section 3. In the event that an employee is laid off from a position of higher rank as determined by level of pay, he/she may exercise his/her seniority privilege to assume a lower grade position for which he/she is qualified and is more senior than the employee being displaced within the department. This provision may not be exercised to assume a position outside the employee's department or jurisdiction of this Agreement.

ARTICLE 10 – PROBATION

Section 1. An employee under the provisions of this Agreement shall serve a probationary period of the first six (6) months of continuous service, during which time the City shall have the unqualified right to discharge or otherwise discipline such employee, with or without cause. Such discharge will not be subject to the Grievance procedure in this Agreement. Probationary employees shall have the right to bring a grievance on any other provision of the contract alleged to have been violated.

Section 2. Current employees who progress to a different classification shall serve a ninety (90) day probationary period, during which time the employee may elect to return to his/her former position. Likewise, the employer, during the same period, may return such employee to his/her former position if job performance in not to standard.

Section 3. The probationary periods in Section1 and Section 2 of this Article, may be extended by mutual agreement of the City, the employee, and the Union.

ARTICLE 11 – EMPLOYER AUTHORITY

Section 1. It is recognized that, except as expressly stated herein, the City shall retain the rights and authority necessary for it to operate and direct the affairs of the City in all of its various aspects, including, but not limited to, the
right to direct the working forces; to plan, direct and control all of the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and, to change or eliminate existing methods, equipment or facilities. This assignment of employees to various shifts and jobs within the Fire Department shall be at the sole discretion of the City.

Section 2. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the City to modify, establish, or eliminate.

ARTICLE 12 – WORK SCHEDULE

Section 1. The sole authority in work schedules is the City. The regular annual work requirement for each full-time employee covered by this contract shall be 2912 hours and a 28-day work requirement of 212 hours. Said hours must be scheduled by the employer through work shifts ranging from 8-24 consecutive hours and shall not be fulfilled through voluntary fire department activities.

Section 2. Employees covered by this contract shall accrue hours to fulfill requirement of the normal work year in the following manner:

A. Regular scheduled duty: actual hours spent on duty shall be credited to the fulfillment of the normal work year.

B. Vacation: actual hours of vacation taken by an employee pursuant to Article 15 shall be credited to the fulfillment of the normal work year.

C. Sick leave: approved leave for reason of personal illness in accordance with Article 18 shall be credited to fulfillment of the normal work year.
Section 3. Work in excess of 212 hours per 28-day work period shall be considered overtime and compensated at the rate of one and one-half times the employee's normal rate of pay. All overtime must be approved by the City prior to being worked.

ARTICLE 13 - WAGES

Section 1. Wage Schedule. The following wage rates shall apply:

Effective January 1, 2017:

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<td>Annual Salary</td>
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<td>$45,400</td>
<td>$47,149</td>
<td>$48,894</td>
<td>$50,639</td>
<td>$52,388</td>
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*There will be an annual wage only opener for 2018 and 2019.

New employees shall be brought in at the appropriate step as determined by the employer based on relevant education and experience.

Employees brought in at Step 1 will move to Step 2 after six (6) months of employment contingent on their meeting the expectations for the position. They will subsequently be moved to Step 3 at their one-year anniversary contingent on their meeting the expectations for the position.

All employees on Step 3 thru Step 6 will move to the next step on the anniversary date of their employment, contingent on their meeting the expectations for the position, except that employees employed by the City of Waseca as of January 1, 2017 who will move to the next step on January 1, 2018, which will be treated as their anniversary date for the purpose of moving steps going forward.

Failure to perform a performance review prior to the date the employee would receive their next step increase will result in the employee receiving the step increase, and for the purposes of the increase will be considered meeting the expectations for the position. Failure to perform a timely review,
and providing the employee a step increase does not indicate an employee is performing satisfactorily for the reasons of future disciplinary actions or performance improvement measures.

**ARTICLE 14 – VACATION**

Vacation leave shall be earned, accrued and used according to the following provisions:

Section 1. Employees shall earn vacation from the date of their appointment to a position covered by this contract according to the following schedule:

**Vacation Accrual:**
- 0 through 7 years = eight (8) shifts/192 hours
- More than 7 years = eleven (11) shifts/264 hours

Section 2. Employees may accrue vacation leave to a maximum of one and one-half times the amount earned in a year by the employee.

Section 3. Vacation pay shall be used when calculating overtime pay.

Section 4. Use of vacation pay must require prior approval by the City.

Section 5. Employees who leave the service of the City in good standing after providing at least 30 days’ notice of their termination shall be compensated for the amount of vacation leave accrued and unused at the date of separation.

**ARTICLE 15 – LEAVES OF ABSENCE**

Section 1. An unauthorized absence from duty during required hours of attendance, whether for a day or more, or for any part of a day, shall be treated as absence without leave. Such absences may be made the grounds for disciplinary action. Where conditions warrant and adequate reasons are given for failure to secure prior authorization, the absence may be authorized
by a later grant of leave. If an employee is absent without leave for two (2) calendar weeks, his/her employment with the City automatically terminates.

Section 2. If any employee is either on an approved leave of absence without pay or is suspended or is absent without leave without securing subsequent authorization for such leave, he/she will not accrue any vacation or sick leave for the time they were absent or suspended. Vacation and sick leave accruals will be prorated as necessary in order to accomplish this. Any holidays occurring in conjunction with absence without leave, or leave without pay, shall be forfeited by the employee.

Section 3. When the interests of the City can be benefited, the City Manager may grant a leave of absence without pay for special reasons for periods beyond those allowable for pay provided the appointing authority is willing, either to allow the position from which leave is taken to remain vacant, or to fill it by temporary appointment until the expiration of such leave.

Section 4. FMLA leaves shall be granted per state and federal laws.

ARTICLE 16 – HOLIDAY PAY

Section 1. Full-time Fire Department employees shall receive seven (7) paid holidays each calendar year. These holidays will be in recognition of New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and one (1) personal leave day. A paid holiday will be for the equivalent of a scheduled work shift. The holidays may be taken after the date which they recognize subject to scheduling approval by the City. Employees working a majority of their assigned shift on New Year’s Day, Easter, Memorial Day, Independence Day, Thanksgiving Day, or Christmas will be paid at the rate of 1.5 times their regular rate of pay for that shift. Personal holiday shall be taken at the discretion of the employee but must be approved by Management.

Employees will accrue twelve (12) hours of holiday time each month for a total of 144 hours annually.
ARTICLE 17 – SICK LEAVE

Section 1. Each employee shall earn sick leave from date of employment at the rate of 10.6 hours per month. Employees are entitled to paid leave for illness to the extent of accumulated sick leave. A maximum of 127.2 hours of sick leave shall be earned for each 12 months of service and shall accrue monthly. Sick leave shall not be considered as a privilege, which an employee may use at his/her discretion, but shall be allowed only in case of actual sickness or disability of the employee.

Section 2. An employee may use personal sick leave benefits provided by the Employer for absences due to an illness of or injury to the employee's child, as defined in section 181.940, subdivision 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

A. For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

B. For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

Section 3. Employees may use sick leave for professional medical care. Employees shall accrue twenty-four (24) hours of "deferred leave" annually after reaching the cap of 3,000 hours, and maintaining the 125 days for 75% of the year, use for illness (physical or mental) related to employee or family member. Use of deferred leave is for non-vacation purposes and requires approval of the City Manager.

Section 4. Employees are expected to follow the following three steps to be eligible for sick leave:

A. Report immediately to the City the reason for any absence.
B. If the absence is more than three days in length, the employee must keep the City informed of the employee's physical condition; and,

C. If required by the City, employees must submit proper medical certificate for absences exceeding three days.

Section 5. Employees who claim sick leave when physically and mentally fit unless under specific provision of this Agreement shall be subject to disciplinary action.

Section 6. If illness, injury or related conditions prevent an employee from returning to work upon use of all accumulated sick leave, the City Manager may grant unpaid leave of absence for up to three (3) months if conditions so justify.

ARTICLE 18 – INSURANCE

Section 1. The City will contribute eighty percent (80%) of the cost of family coverage for major medical coverage, hospitalization plan to cover all employees, during the life of this agreement. For employees electing single coverage for major medical coverage and hospitalization, the City will pay the full premium cost for such single coverage, and the sum of $100.00 for each full month the employee does not take family coverage.

The City will pay the full premium for one hundred thousand dollars ($100,000.00) in term life insurance coverage for each employee. Employees not choosing dependent coverage cannot be covered at Employer's expense for any additional insurance than the individual group health and life insurance. Additional life insurance can be purchased by employees at the employee's expense to the extent allowed under the Employer's group policy. The City will pay the full premium for disability coverage for each employee. Such disability coverage will provide for a ninety (90) day waiting period before eligibility for payment after a disability, with such disability payments to be 66-2/3rds of employee's base salary to a maximum of $6,000 per month.

Section 2. Employees eligible for retirement and who retire from City employment may elect to leave with the City monies otherwise due them in
the form of severance pay for the purpose of City payment of health insurance contributions under the following conditions:

1. The amount of severance pay due is more than four thousand dollars;

2. The employee signs a form indicating that the employee gives up any and all rights to the severance pay monies in perpetuity and that any monies in the account revert to the City in the event of the death of the employee and dependent (if any dependent is named); and

3. The Federal Internal Revenue Service (IRS) agrees that payments by the City of insurance premiums from City retained individual employee severance pay accounts can be a tax free payment from a non-taxed account as described above.

A ruling from the IRS that such accounts are taxable to the employee or that the amount of payments from such accounts is taxable to the employee will terminate this provision and result in City payment of all monies in such accounts to the employees with all legally required deductions.

**ARTICLE 19 – FUNERAL LEAVE**

Section 1. Employees shall receive a maximum of three (3) shifts leave with pay during each calendar year after completion of the initial probationary period because of a death in the immediate family of the employee, including employee’s parent, step-parent, spouse, child, step-child, brother, sister, step-brother, step-sister, grandparent, grandchild, spouse’s parent, brother-in-law, sister-in-law or member of immediate household.

**ARTICLE 20 – INJURY LEAVE**

Section 1. Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absences from duty caused by accident or injury as defined in the Worker’s Compensation Act of the State of Minnesota as amended, arising out of and in the course of City employment.
Section 2. The employee agrees and shall be obligated to turn over to the City all amounts he receives as temporary weekly compensation under the Act.

Section 3. Any full-time employee who has been employed by the City at least six (6) months, injured on his/her regular job shall be entitled to full pay for up to a period of thirty (30) days while he is absent from work by reason of such injury, and his/her accrued sick leave will not be charged until after and beginning with the 31st day of absence from work by reason of such injury. An employee who claims an absence from work due to an injury sustained on his/her regular job is subject to examination to be made on behalf of the City by a person competent to perform the same and as is designated by the City. Where doubt exists as to the employee’s physical and mental capability to perform, the City shall have the right to require the employee to take a medical examination at the City’s expense at a reasonable time.

Section 4. Nothing in this Article shall be construed to limit the City’s rights and authority as specified in Article 11.

ARTICLE 21 – PHYSICAL FITNESS

Section 1. The City may require that all employees undergo physical examination to establish whether they meet normal medical limits or ranges, especially in the areas of blood pressure, vision, and weight. The City may establish reasonable policies to ensure the physical fitness of its employees. Required physical examination will be done without cost to the employee.

ARTICLE 22 – MILITARY LEAVE TRAINING

Section 1. Each employee of the City who is a member of a Reserve or National Guard unit shall be entitled to a Military Leave not to exceed two (2) weeks in any calendar year when required to engage in duty in such unit. No such employee shall be subjected to any loss or reduction of vacation or holiday privileges due to absences. While engaged in such duty the City shall pay the difference, if any, between the employee’s compensation for military activities and his/her regular compensation.
ARTICLE 23 - JURY SERVICE

Section 1. When an employee has been absent from work because of jury service, he/she shall be paid his/her regular salary by the Employer with the understanding that, at the completion of his/her jury service, he/she shall present their jury service check to the Finance Director.

ARTICLE 24 - SEVERANCE PAY

Section 1. Employees retiring and leave employment in good standing after reaching the minimum age established by the Public Employees Retirement Act shall receive forty-two percent (42%) of his or her accumulated sick leave, up to a maximum of 520 hours as severance pay. Severance pay MUST be remitted by the City to the Minnesota State Retirement System to be deposited in a Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Statutes Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any other purpose. No employer contribution shall be made to the Plan, and the City shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

In the event of death or permanent disability, employees or their legal survivors shall receive this severance pay.

A ruling from the IRS that such accounts are taxable to the employee or that the amount of payments from such accounts is taxable to the employee terminates this provision and results in City payment of all monies in such accounts to the employees with all legally required deductions.

ARTICLE 25 - SEVERABILITY

Section 1. 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 of this Agreement shall
continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 26 – TRAINING

Section 1. The need for training is always indicated by the existence of some particular condition or group of conditions, or by some situation, which, if improved or modified, will increase the efficiency of the employees. The City of Waseca encourages employees to recommend specific areas of training programs, which may bring about improvements in their productivity.

When a training program is selected by the City and the employee is assigned to attend, reasonable costs incurred in such training shall be paid according to City policy. Non-exempt employees will be compensated as required by applicable State and Federal law.

ARTICLE 27 – UNIFORM ALLOWANCE

Section 1. The City will reimburse employees up to $600.00 annually for a uniform allowance, including dry-cleaning, or, at the employer’s option, furnish such uniforms in lieu of such allowance. Request for reimbursement must be accompanied by a copy of the receipt.

Section 2. Equipment. Mandated safety equipment will be provided by the City.

ARTICLE 28 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

Section 1. Grievance Mediation. Either party may call for mediation of the dispute by a Mediator mutually agreed upon from the local office of the Federal Mediation and Conciliation Service; both parties must agree to mediation. A recommendation for settlement of the dispute by the Mediator shall not be final and binding upon either party unless it is mutually agreed.
Section 2. Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 3. Union Representatives. The City 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 City in writing of the names of such Union representatives and of their successors when so designated as provided by Article 5, Section 2, of this Agreement. The City shall notify the Union in writing of the names of City representatives and their representatives and their successors when so designated.

Section 4. Processing of a Grievance. It is recognized and accepted by the Union and the City that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore not be accomplished during normal working hours.

Section 5. Procedure. Grievances, as defined by Article 5, Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within six (6) calendar days after such alleged violation has occurred, present such grievance in writing to the employee’s supervisor as designated by the City. The City designated representative will discuss and give an answer to such Step 1 grievance within five (5) calendar days of receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, and facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within five (5) calendar days after the City-designated representative’s final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within five (5) calendar days shall be considered waived.
Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the City-designated Step 2 representative. The City designated representative shall give the Union the City's Step 2 answer in writing within five (5) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) calendar days following the City-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within five (5) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the City-designated Step 3 representative. The City designated representative shall give the Union the City's 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-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

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 5 of the grievance procedure through the conclusion of mediation.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. An arbitrator shall be selected from a list provided by the Director of the Bureau of Mediation Services.
Section 6. Arbitrator's Authority.

A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the City and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 7. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement by the City and the Union in each step.
ARTICLE 29 - LICENSURE

Section 1. A full-time firefighter employed on or after July 1, 2011, by a fire department is not eligible for permanent employment without being licensed as a firefighter by the board, pursuant to M.S. § 299N. Firefighter Training and Education; as it may be amended from time to time.

ARTICLE 30 - WAIVERS

Section 1. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter that may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 31 - AFFIRMATIVE ACTION

Section 1. The Union agrees that this Agreement is subject to the Affirmative Action Policy of the Employer and that cooperation will be given to ensure that no individual shall be discriminated against with respect to compensation, hours, or conditions of employment because of race, color, religion, sex, or national origin.

ARTICLE 32 - SAVINGS CLAUSE

Section 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 33 – DURATION

This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until December 31, 2019.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: City of Waseca

Daniel Lenz, City Manager

For: International Union of Operating Engineers Local 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

John Hane, Business Representative

Craig Youngberg, Steward

5/1/2017

Date:

4/24/2017

Date:

JH/jcb/opeiu#12
Contracts/City Waseca Fire
LETTER OF AGREEMENT
General Wage Increase

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

This correspondence serves to confirm the bargaining unit’s agreement to apply the ‘Me Too’ agreement for wages in the 2017 and 2018 calendar years.

The ‘Me Too’ agreement assures that if any general wage increase (Cost of Living Adjustment) is given to any employee(s) at the City of Waseca, it will also be given to all IUOE Local 70 represented employees, employed by the City. The wage increase shall be implemented for all union employees using the same provisions as used for the initial employee(s) wage increase.

For: City of Waseca

Daniel Lenz, City Manager

For: International Union of Operating Engineers Local 70

David Monsour, Business Manager

John Hane, Business Representative

Craig Youngberg, Steward

Date: 5/1/2017

Date: 4/24/2017

JH/jcb/opeiu#12