

LABOR AGREEMENT

between the

City of Elk River

-and-

**International Union of Operating Engineers
Local No. 49**



January 1, 2022 through December 31, 2024

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**Labor Agreement
between
The City of Elk River
and
International Union of Operating Engineers,
Local No. 49**

ARTICLE 1 – PURPOSE OF AGREEMENT

This agreement is entered into between the City of Elk River, hereinafter called the employer, and Local No. 49, International Union of Operating Engineers, hereinafter called the union. The intent and purpose of this agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning the interpretation and/or application of this agreement;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this agreement.

The employer and the union, through this agreement, continue their dedication to the highest quality of public service. Both parties recognize this agreement as a pledge of this dedication.

ARTICLE 2 – RECOGNITION

The employer recognizes the union as the exclusive representative under Minnesota Statutes, Section 179A.03, Subd. 8 in an appropriate bargaining unit consisting of the following job classifications:

Building Maintenance Assistant
Building Maintenance Technician
Custodian
Street Maintenance Operator II
Maintenance Mechanic
Park Maintenance Worker

In the event that the employer and the union are unable to agree as to the inclusion or exclusion of a new or modified job class the issue shall be submitted to the Bureau of Mediation for determination.

ARTICLE 3 – DEFINITIONS

UNION MEMBER: A member of the International Union of Operating Engineers, Local No. 49.

EMPLOYEE: A member of the exclusively recognized bargaining unit.

STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

BASE PAY RATE: The employee's hourly pay rate exclusive of any special allowances.

ARTICLE 4 – EMPLOYER SECURITY

- 4.1 The union, its officers or agents, and the Employees covered by this agreement, agree that during the life of this agreement it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the employer.
- 4.2 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.
- 4.3 The employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

ARTICLE 5 – EMPLOYER AUTHORITY

The employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this agreement.

- 5.1 Any term or condition of employment not specifically established or modified by this agreement shall remain solely within the discretion of the employer to modify, establish or eliminate.
- 5.2 Nothing in the agreement shall prohibit or restrict the right of the employer from subcontracting work performed by employees covered by this agreement.

ARTICLE 6 – UNION SECURITY

In recognition of the union as the exclusive representative, the following shall apply:

- 6.1 The employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly union dues. Such monies shall be remitted directly to the union monthly.
- 6.2 The union agrees to indemnify and hold the employer harmless against any and all claims, suits, orders or judgments brought or issued against the city as a result of any action taken or not taken by the city under the provisions of this article.
- 6.3 The union may designate three (3) employees within the bargaining unit as stewards and shall notify the employer in writing of the employees so designated and of any change in that position. Upon at least three days prior notification to the employer the stewards shall be allowed time off duty with pay to attend negotiation sessions mutually scheduled by the union and employer for the renewal of this agreement. If a designated steward is unable to attend, the union may, upon written notice to the employer, designate an alternate steward. If the required notices are not provided, the steward shall not be paid.

- 6.4 One (1) designated steward shall be granted reasonable time off with pay in order to investigate and/or present grievances to the employer during their normal working hours. Such steward, however, shall not leave their workstation without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon return to work. The steward investigating and/or presenting the grievance may only be the steward from the division the steward represents.
- 6.5 The employer agrees to make space available on the employer bulletin board for the posting of official union notice(s) and announcements. The bulletin board shall not be used for posting or distributing pamphlets of political or religious matter of any kind or for advertising. Under no circumstances shall the use of the bulletin board conflict with the operation of the employer.
- 6.6 The union shall request access to the premises of the employer at reasonable times and subject to mutually agreed upon reasonable rules to investigate grievances and for other reasonable purposes.
- 6.7 Failure of the union to execute an explicit right established under this agreement does not waive such right.

ARTICLE 7 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this agreement.

- 7.1 Union Representatives. The employer will recognize a representative designated by the union as the grievance representative of the bargaining unit having the duties and responsibilities established by this article. The union shall notify the employer, in writing, of the name of such union representative and of their successor when so designated as provided by Section 6.4 of this agreement.
- 7.2 Processing of Grievance. It is recognized and accepted by the union and the employer that the processing of a grievance, 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 a 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 that the employee and the union representative have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the employer. Permission may be denied if it is determined by the employer that current work needs do not permit interruption.
- 7.3 Procedure. Grievances, as defined by Section 7.1 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 twelve (12) calendar days after the first occurrence of the event constituting such alleged violation has occurred, sign and present such grievance in writing to the employee's supervisor as designated by the employer. The supervisor must receive the grievance. The supervisor will discuss the matter with the grievant and union representative

and provide an answer in writing to such Step 1 grievance within twelve (12) calendar days after 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, the 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 twelve (12) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the union within twelve (12) calendar days shall be considered waived.

Step 2

If appealed to Step 2, the written grievance shall be presented by the union and discussed with the employer-designated Step 2 representative. The employer-designated representative must receive the grievance and shall respond to the Union in writing within twelve (12) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within twelve (12) calendar days following the employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the union within twelve (12) calendar days shall be considered waived.

Step 3

If appealed, the written grievance shall be presented by the union and discussed with the employer-designated Step 3 representative. The employer-designated representative shall respond to the union in writing within twelve (12) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within twelve (12) calendar days following the employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the union within twelve (12) calendar days shall be considered waived.

Step 4

A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within twelve (12) calendar days following the employer-designated representative's final Step 3 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within twelve (12) calendar days following the employer designated representative's final Step 4 answer. If the parties are unable to agree on the selection of an arbitrator, the union shall request a list of arbitrators be submitted to the parties by the Bureau of Mediation Services.

7.4 Arbitrator's Authority

- a. The arbitrator shall have no right to amend, modify, nullify, ignore add to, or subtract from the terms and conditions of this agreement. The arbitrator shall consider and decide only the specific issue (s) submitted in writing by the employer and the union and shall have no authority to make a decision on any other issue not so submitted.
- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the 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 employer and the union and shall be passed 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 employer and the union, provided 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.

7.5 Waiver

If a grievance does not comply with any of the procedural requirements set forth above, it shall be considered "waived." If a grievance is not appealed in conformance with any of the procedural requirements set forth above, it will be considered settled on the basis of the employer's last answer. If the employer does not answer a grievance or an appeal thereof within the specified time limits, the union may elect to treat the grievances as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the employer and the union in each step. In addition, the employer and union may mutually agree to extend the timelines and mediate the grievance following the Step 3 final answer from the employer prior to appealing the matter to Step 4.

- 7.6 Choice of Remedy. It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in the agreement, shall not be considered grievances under this agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by the agreement, the aggrieved employee shall be limited to one procedure through which remedy may be sought. If the aggrieved employee utilizes a procedure other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the employee utilizes this procedure, then the employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

ARTICLE 8 – SAVINGS CLAUSE

This agreement is subject to the laws of the United States, the State of Minnesota, and the City of Elk River. In the event any provision of the agreement shall be held to be contrary to law by a court of competent jurisdiction or a state or federal administrative agency ruling from whose final judgment or decree no appeal has been taken within the time provided, or is in violation of legislative or administrative regulations, such provision shall be voided. All other provisions of this agreement shall continue in full force and effect.

ARTICLE 9 – SENIORITY

Seniority shall be determined by the regular, full-time employee's length of continuous employment with the employer.

- 9.1 Seniority will be the determining criterion for transfers, promotions, and lay-offs when all other qualification factors are equal as determined by the employer.
- 9.2 The employer shall maintain a seniority list that shall be updated annually and posted in the employee's work area by February 1, with a copy furnished to the business representative. The names of all regular full-time members of the bargaining unit who have completed their probationary period shall be listed on the seniority roster in the order of their seniority and

shall show the date from which seniority commences and the employee's job title. An employee or the union shall be obligated to notify the employer of any error in the seniority list within thirty (30) calendar days of such posting. If no error is reported within this thirty (30) calendar-day period, the list will stand correct as posted.

- 9.3 Employees who leave the bargaining unit for a non-bargaining unit position shall have their seniority frozen at the level that existed at the time of their departure from a bargaining unit classification and shall be credited with such seniority upon return to the bargaining unit if the return is a result of a layoff or position termination; provided however, that such employee(s) may not exercise such seniority to displace any current bargaining unit member. The provisions of this article shall not apply to employees taking a voluntary demotion, or who voluntarily leave city employment. Employees taking a voluntary demotion shall go to the bottom of the seniority list.
- 9.4 A reduction of the workforce will be accomplished on the basis of inverse classification seniority. Regular, full-time employees shall be recalled from layoff on the basis of classification seniority. A qualified regular, full-time employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired.

ARTICLE 10 – LAYOFF AND RECALL

If the employer should layoff an employee(s) for any reason, the following conditions shall apply:

- a. The employer shall determine the position(s) in the class and employment condition and work location which is to be eliminated provided employees in temporary or seasonal positions in the same class are laid off before regular status employees.
 - b. Interruptions of employment mandated by the employer for less than fifteen (15) work days or a temporary reduction in work hours mandated by the employer shall not be considered a layoff under the provisions of this article. Should such interruption of employment or temporary reduction in work hours occur they will be done on the basis of inverse classification seniority.
 - c. Employees may be laid off by the employer to meet the needs of the employer. In the event a layoff is necessary the work force shall be reduced based on best ability to perform available work and work performance within the job classification as determined in the employer's discretion following the employer's review of performance evaluations, instances of counseling and discipline. If, in the employer's discretion, employees have equal work performance, seniority will prevail.
- 10.1 Notice of layoff and recall. In the event of a permanent layoff, the employer shall give written notification to the employee and the union, at least fourteen (14) calendar days prior to the effective date of the layoff whenever practicable.
- a. An employee on layoff shall be notified of recall by personal notice (receipted) or certified mail (return receipt required) sent to the employee's last known address at least fourteen (14) calendar days prior to the reporting date. The employee shall notify the employer by certified mail (return receipt required) within five (5) calendar days of receipt of notification of intent to return to work and shall report for work on the reporting date specified by the employer unless other arrangements have been agreed to by the employer in writing.

- b. It shall be the responsibility of the employee to keep the Human Resources Division advised of their current mailing address.
- 10.2 Duration of recall lists. An employee shall remain on the appropriate recall list for a period not to exceed two (2) calendar years from the date the layoff occurred. An employee who has been laid off may be re-employed without examination in a vacant position of the same class.
- 10.3 Removal from recall lists. Employees shall be removed from all recall lists for any of the following:
- a. Recalled to a position in the employment status from which the employee was laid off.
 - b. Failure to accept recall to a position in the employment status from which the employee was laid off.
 - c. Appointment to a regular status position in a class that is equal to or higher than the one from which the employee was laid off.
 - d. Refusal or failure to accept recall for a position for which the employee on layoff is qualified.
 - e. Resignation, retirement or termination from city employment.

ARTICLE 11 – DISCIPLINE

For the purpose of this article, an employee shall be any employee having successfully completed the employee's probationary period.

- 11.1 The employer will discipline employees only for just cause. Discipline will be in one or more of the following forms: The employer retains the right to take any disciplinary action deemed appropriate based upon the nature and severity of the infraction(s) and the conditions surrounding the incident. The employer retains the sole discretion to determine what behavior warrants disciplinary action and which action will be imposed. Disciplinary actions include, but are not limited to:
- Oral reprimand;
 - Written reprimand;
 - Suspension;
 - Demotion; or
 - Discharge
- 11.2 Suspensions, demotions and discharges will be in written form.
- 11.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the union will receive a copy of such reprimands and/or notices.
- 11.4 Employees may examine their own personnel files in accordance with the Minnesota Government Data Practices Act.
- 11.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a union representative present at such questioning.

- 11.6 Grievances relating to suspension or discharge shall be initiated by the union in Step 2 of the grievance procedure under Article 7.

ARTICLE 12 – WORK SCHEDULES

The sole authority in work schedules is the employer. The normal workday shall be 7:00 a.m. to 3:30 p.m. for eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday. Nothing herein shall be construed as to a guarantee of hours of work per day or per week.

- 12.1 Public Service may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal workday. When practicable, the employer will provide twenty-four (24) hours advance notice to employees affected schedule changes.
- 12.2 In the event work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or facility equipment malfunction advanced notice is not required. Each employee has an obligation to work overtime or respond to call backs when requested unless unusual circumstances prevent him/her from so working.
- 12.3 Departures from the Normal Work Schedule. Should it be necessary for the department to temporarily establish work schedules departing from the normal work schedule, in other than an emergency as defined in 12.2, notice of such change shall be given to the employee eight (8) hours in advance when practicable.
- 12.4 Summer Work Schedule. During Daylight Savings Time, employees will work a Summer Work Schedule consisting of four (4) nine (9) hour days Monday through Thursday, 7:00 a.m. to 4:30 p.m., and a four (4) hour day, 7:00 a.m. to 11:00 a.m., on Friday.

An employee who uses sick leave, vacation, and compensatory time shall be charged nine (9) hours during the Summer Work Schedule. Holiday and bereavement leave is credited at eight (8) hours during this schedule. Employees shall use one (1) hour of vacation or compensatory time to account for the nine (9) hour day or get supervisor approval to work one additional hour during a holiday/bereavement week to complete their 40-hour work week.

- 12.5 All employees scheduled to work six or more hours per shift are required to take a half-hour, unpaid meal break. Employees shall receive one (1) unpaid thirty (30) minute meal break near the middle of their shift and one paid fifteen (15) minute a.m. break and one paid fifteen-minute p.m. break per eight (8) or nine (9) hour shift. With the approval of their supervisor, employees may combine break time with their unpaid meal break. Employees must take an a.m. and a p.m. break of at least five (5) minutes each.
- 12.6 Fire calls during working hours. An employee will be allowed to respond to fire calls as approved and determined by his/her department director, based on the work assignments and responsibilities of the employee.

Employees responding to fire calls during regular work hours will be compensated at the same rate as his/her regular city position with no additional firefighter pay compensation.

While off duty from his/her regular position and on vacation or compensatory time employees will receive firefighter pay when responding.

- 12.7 Fire calls during non-work hours. Employees will receive their normal firefighter compensation for fire calls and training that do not occur during the regular work hours of the regular position.

Application of the Fair Labor Standards Act (FLSA). Employees will be paid overtime in accordance with the FLSA. Actual time worked will be used for determining overtime payment, with no consideration to the one-hour minimum call out pay provision for firefighter pay. By advance mutual agreement, overtime earned for performance of fire department activities may be paid at one and one-half times the employee's firefighter pay rate.

ARTICLE 13 – OVERTIME PAY

Hours worked in excess of forty (40) hours within a seven (7) day period will be compensated at one and one-half (1½) times the employee's regular base pay rate. Paid holidays, bereavement leave, vacation, compensatory time, and sick leave shall be the only non-workdays with compensation considered for purposes of computing overtime compensation. The Employer will not change the employees work schedule for the sole purpose of avoiding overtime compensation.

- 13.1 Overtime will be distributed based on seniority. Each calendar year rotation begins again with the most senior member.
- 13.2 Overtime shall be calculated to the nearest fifteen (15) minutes.
- 13.3 Employees performing emergency duties or mission critical snow removal on a weekend shall be paid time and one-half for hours worked or take the hours earned in compensatory time in accordance with Article 25 – Compensatory Time Provisions.
- 13.4 Overtime refused by an employee will, for recording purposes under Article 13.1, be considered unpaid overtime worked.
- 13.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.6 Out of Class Pay. Any employee assigned to maintain a street plow route who does not operate a snowplow truck as part of his/her regular position with the city shall be paid at pay grade 5N of the City Pay Plan for snow removal hours. Employees shall begin at step A and receive a step increase at the beginning of each snow season that they are assigned to perform snow plowing duties.
- 13.7 All overtime shall be either requested by the employer/supervisor or approved by the employer/supervisor prior to the work being performed.

ARTICLE 14 – CALL BACK

An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1½) times the employee's base pay rate. Early report to work and extended shifts are not subject to the two (2) hour minimum requirement.

ARTICLE 15 – LEGAL DEFENSE

- 15.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision shall not receive legal defense by the city.
- 15.2 Any employee charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of employment, when such act is performed in good

faith and under direct order of the employee's supervisor shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 16 – PROBATIONARY PERIODS

All newly hired, promoted, or rehired employees will serve a six (6) month probationary period. The employer may extend this probation for an additional six (6) months.

- 16.1 At any time during the probationary period, a probationary employee may be terminated at the sole discretion of the employer without such discharge being a violation of this agreement and such termination is not a proper subject for Article 7 (Grievance Procedure).
- 16.2 Employees promoted or appointed to new positions must successfully complete a six-month Probation Period. If found during the probation period to be unsuited for the position, the city at its sole discretion, may reinstate the employee to his/her former position and former rate of pay. Reinstatement is not guaranteed. If reinstatement results in the termination of another employee, this shall not be considered a violation of any of the provisions of this agreement.
- 16.3 Employees may not take scheduled leaves during the probationary period unless pre-approved by the city administrator or his/her designee.

ARTICLE 17 – EMPLOYEE DEVELOPMENT / TUITION REIMBURSEMENT

Tuition reimbursement is available to regular, full-time employees for up to 75% of the tuition paid by the employee, excluding scholarships and grants up to a maximum reimbursement of \$3,000 per year (based on the date reimbursement is paid) for accredited college or other classes directly related to the employee's position with the city. To be eligible for reimbursement the following requirements must be met:

- a. Prior to class registration, a completed Tuition Reimbursement Request Form must be signed and on file with Human Resources; and
- b. The class must be part of a degree, certification, or licensure program and apply directly to the employee's position or be required to complete an associate, bachelor's, master's or doctorate degree in the field in which the employee works; and
- c. The employee must successfully complete the class. If the grades are assigned, the minimum grade required for reimbursement is a C; and
- d. The reimbursement must be submitted within 60 days of class completion.

Books and other non-tuition fees (such as activity fees, technology fees, etc.) do not qualify for reimbursement.

All classes must be taken on employee time and time spent on classes is not considered hours worked. If any portion of the employee's class/ development activity is conducted during regular work hours, the employee must take vacation or compensatory leave, an unpaid leave of absence, if approved, or arrange for flexible scheduling, if approved by the department director.

Classes taken to maintain good standing for licensure, affiliation, certification or credentialing as well as work-related seminars and training are paid for through training funds which are budgeted each by the City Council.

ARTICLE 18 – JOB POSTING

The parties presume employees have expectations for promotions and increased responsibility and are expected to continue their training and professional development. Internal candidates are expected to be prepared for promotion and job vacancies. Promotions and job vacancies will be filled based upon expectation of promotion from within provided that the employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.

Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 19 – HEALTH AND LIFE INSURANCE

The employer shall make available the same group health and life insurance plans and contribute the same premium amount as contributed for non-union employees.

ARTICLE 20 – UNIFORMS/ SAFETY CLOTHING ALLOWANCE

The annual uniform allowance shall increase by 3% each year for 2022, 2023, and 2024. The allowance shall be paid in two equal installments. The first payment will be on the first full January payroll and the second will be on the first full July payroll in each year. The city will reimburse the employee for the cost of city logo embroidery. The annual uniform allowance shall be used for the purchase of items listed in each respective City Uniform Policy to include protective footwear. Employees must wear approved clothing every day. Clothing must be clean, free of stains, and not tattered, torn, excessively worn or faded.

Streets, Parks, Equipment Services, and Building Maintenance (non-Custodial) employees shall receive the following annual uniform allowance:

2022	\$644.00
2023	\$663.00
2024	\$683.00

Custodial employees shall receive the following annual uniform allowance:

2022	\$206.00
2023	\$212.00
2024	\$218.00

Newly hired Custodial employees shall receive an initial allowance of two hundred dollars (\$200) at date of hire and two hundred dollars (\$200) following successful completion of probation for their first year of employment.

20.1 Prescription Safety Eyewear. The city will provide one (1) complete pair of clear, prescription, protective industrial safety eyewear every two (2) years or at the supervisor's discretion due to prescription change or damage resulting from work-related hazards.

Clear lenses under this definition will also include lens tints in shades 1 or 2. Transition or changeable tint lenses that meet 051 IA Standard 87Z are allowed.

Protective eyewear must comply with ANSI and OSHA-approved standards.

All charges relating to eye examinations, optional frame styles, or lens treatments will be the responsibility of the employee. The city will pay for basic protective prescription eyewear lenses, standard frame with side shields, case, and dispensing fee.

Employees must utilize the vendor selected by the employer and follow the process required by said vendor.

ARTICLE 21– SICK LEAVE

Regular full-time employees shall accrue sick leave at the rate of one eight (8) hour day of sick leave per month, with no maximum accrual limit.

- 21.1 Unscheduled sick leave. A regular full-time employee shall notify their immediate supervisor at least thirty (30) minutes before the start of the scheduled shift. If an emergency prevents the employee from meeting this notice requirement, the employee must notify their supervisor as soon as possible thereafter of his/her inability to report for duty. Employees are required to keep their supervisor informed of their anticipated return to work.
- 21.2 Planned sick leave. Employees are required to provide written or electronic sick leave notice to the Human Resources Division as soon as leave is anticipated.
- 21.3 The Employer may require of regular full time employees' proof of illness (doctor's note or certification) for any use of sick leave. In cases of extended illness, regular full-time employees shall notify the employer each week of their status in regard to his/ her return to duty.
- 21.4 Eligible employees may use sick time only for the following reasons:
 - a. Personal illness or injury or in order to attend medical appointments.
 - b. To care for sick family members.
 - c. To accompany family members to medical appointments
 - d. Care for seriously ill family members who may not live with the employee will be administered in accordance with state and federal law.
 - e. Safety Leave. Employees may use sick leave for reasonable absences to provide or receive assistance because they, or a family member, is a victim of sexual assault, domestic abuse, or stalking.

The provisions for the use of sick leave for family members are defined in state statute as well as in the employer's Personnel Policy Manual.

ARTICLE 22 – SEVERANCE

An employee resigning employment may be eligible for a severance payment for a portion of unused sick leave when all of the following conditions are met:

- a. The employee must resign in good standing, not terminated by the city; and
- b. S/he must provide proper written notice of his/her resignation in accordance with the City Resignation Policy; and
- c. S/he must execute a release of claims; and
- d. S/he must have completed two (2) consecutive years of service.

- 22.1 The severance payment is calculated fifty percent (50%) of accumulated sick leave balance up to a maximum payment of four hundred eighty (480) hours. Payment shall be at the current rate of pay when the resignation was submitted. Employees will place 100% of their sick leave severance, as paid per this item, into their Post Employment Health Care Savings Plan.
- 22.2 Accumulated sick leave in excess of nine hundred sixty (960) hours is not eligible for a severance payment. Sick leave shall continue to accumulate in excess of nine hundred sixty (960) hours to be used in accordance with the Family Medical Leave Act.
- 22.3 The city administrator, at his/her sole discretion, may grant exceptions to items b, c, and/or d above due to unforeseen circumstances when item “a” is met.

ARTICLE 23 – BEREAVEMENT LEAVE

Employees shall be eligible for Bereavement Leave consistent with the city Personnel Policy Manual.

ARTICLE 24 – VACATION

Vacation Leave requests shall be made no fewer than 24 hours before the anticipated commencement of leave or less with supervisor approval.

Vacation is accrued based on consecutive years of leave-eligible service. Employees hired before January 1, 2022, may carry up to 240 hours of unused vacation forward from one year to the next.

Employees hired January 1, 2022, or after shall accrue 120 vacation hours per year at the start of eligible employment through completion of their ninth (9th) year. These employees may not carry more than 80 hours forward to the next calendar year but may carry more than 80 hours during a year. Employees with fewer than eight (8) years of service as of January 1, 2022, may receive the new accrual rate provided they accept and acknowledge the reduced annual carry over rate of 80 hours. The request and acknowledgement shall be in writing.

Employees hired prior to January 1, 2022, shall remain under the following schedule and carry over unless they are eligible for and elect to choose the new accrual plan:

<u>Length of Service</u>	<u>Accrual Rate</u>
From start of employment through completion of the 5 th year	88 working hours per year
Beginning of the 6 th year through completion of the 7 th year	112 working hours per year
Beginning of the 8 th year through completion of the 9 th year	120 working hours per year
Beginning of the 10 th year through completion of the 11 th year	128 working hours per year
Beginning of the 12 th year through completion of the 13 th year	136 working hours per year
Beginning of the 14 th year through completion of the 15 th year	144 working hours per year

Beginning of the 16 th year through completion of the 17 th year	152 working hours per year
Beginning of the 18 th year	160 working hours per year
Beginning of the 19 th year	168 working hours per year
Beginning of the 20 th year	176 working hours per year
Beginning of the 21 st year	184 working hours per year
Beginning of the 22 nd year through completion of the 24 th year	192 working hours per year
Beginning of the 25 th year and thereafter	200 working hours per year

ARTICLE 25 – COMPENSATORY TIME PROVISIONS

Regular, full-time employees with prior mutual agreement with the supervisor may accumulate compensatory time in lieu of overtime compensation at the rate of one and one half (1-1/2) times the overtime hours worked. Overtime hours not specified as compensatory time will be paid with overtime compensation.

- 25.1 Employees may use compensatory time off with pay, subject to prior approval of the employer. Requests shall be made no fewer than 24 hours before the anticipated commencement of leave, or less with supervisor approval.
- 25.2 Employees may accumulate and “bank” up to forty (40) hours of compensatory time. As time is utilized, additional compensatory time may be banked not to exceed 40 hours.

ARTICLE 26 – HOLIDAYS

Regular, full-time employees are eligible to receive eight (8) hours paid time off for each of the following holidays.

- | | |
|--------------------------------|-------------------------------|
| 1. New Year’s Day | 7. Veteran’s Day |
| 2. Martin Luther King, Jr. Day | 8. Thanksgiving Day |
| 3. Presidents Day | 9. Day after Thanksgiving Day |
| 4. Memorial Day | 10. Christmas Eve Day |
| 5. Independence Day | 11. Christmas Day |
| 6. Labor Day | |

- 26.1 For employees working a Monday through Friday workweek, holidays occurring on Saturday will be observed the preceding Friday and holidays occurring on Sunday will be observed on the following Monday.
- 26.2 When a holiday falls during an employee’s vacation or sick leave, the employee will not be charged with vacation or sick leave for the holiday hours; the hours will be considered holiday leave.
- 26.3 Employees called in to work on the actual holidays listed above shall receive one and one-half the employee’s regular rate of pay in addition to the holiday pay.

26.4 Emergency duties or mission critical snow removal shall be paid at two times the employee's base rate for all hours worked on the actual holiday.

ARTICLE 27 – MILEAGE ALLOWANCE

The employer agrees to reimburse any employee required to use his/her own automobile per the mileage allowance policy in effect for all city employees.

ARTICLE 28 – LEAVES OF ABSENCE

Each employee will receive leave following the guidelines as set out by the Family Medical Leave Act (FMLA).

ARTICLE 29 – ON CALL

Employees assigned to be on call shall be paid an additional one (1) hour of pay at straight time per day Monday through Thursday, and two (2) hours of pay at straight time per day Friday through Sunday and Holidays when they are On Call.

ARTICLE 30 – CENTRAL PENSION FUND

The city agrees to participate in the Central Pension Fund (CPF) of the International Union of Operating Engineers, Local #49 and Participating Employers. The CPF is a supplemental Pension Fund authorized by Minnesota Statute § 356.24, subd. 1(10). The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the city will not be funded from any other source other than this wage reduction.

Effective January 1, 2022, the contribution rate equals \$1.00 per straight time hour paid (including sick, vacation, and compensatory time). The employer shall pay the contribution directly to the IUOE Central Pension Fund, 4115 Chesapeake Street NW, Washington, DC 20016. Authorization to change the contribution rate shall be subject to approval of a majority vote of all employees and cannot be changed more than once per calendar year. Maximum annual contribution limit set forth under Minnesota Statute § 356.24, subd. 1(10), as amended, is \$5,000.00.

The union agrees to indemnify and hold the employer, its officers, agents, and employees harmless against any claims, suits, orders, or judgments, brought against the employer as a result of any action taken or not taken by the employer on the specific provisions of this article. This "hold harmless" clause does not hold the employer harmless for failing to transfer the agreed contributions to the IUOE Central Pension Fund.

It is agreed that for purposes of determining future wage rates, the employer shall first restore the amount of the wage reduction, which is currently the CPF contribution rate of \$0.25 per hour, (effective October 2, 2016) then apply the applicable wage multiplier, then reduce the revised wage by the CPF contribution rate.

For purposes of calculating overtime compensation the employer shall first restore the amount of the wage reduction (\$0.25/hr.) then apply the applicable wage multiplier required under the Fair Labor Standards Act and the collective bargaining agreement, then pay the resulting amount for overtime worked.

The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.

ARTICLE 31 – WAIVER

Any and all prior agreements, resolutions, policies, rules, and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this agreement are hereby superseded. The parties mutually acknowledge that during the negotiations that resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement. The employer and the union each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated to meet and negotiate regarding any and all terms and conditions of employment referred to or covered or not specifically referred to or covered in this agreement even though such terms and/or conditions may or may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 32 – SAFETY

The union agrees to promote safe and healthful working conditions, to cooperate in safety matters and to require employees to work in a safe manner.

ARTICLE 33 – DURATION

This agreement shall be effective as of January 1, 2022, and shall remain in full force and effect until December 31, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 10TH day of DECEMBER, 2021.

FOR THE CITY OF ELK RIVER:



Calvin Portner, Administrator



Mayor



City Clerk

FOR I.U.O.E. LOCAL NO. 49:



Jason George, Business Manager



Chris Chantry, Business Representative



Steward



Steward



Steward

Appendix A- Wages

Current, eligible employees receiving a satisfactory rating on their performance review shall move to the next step listed in Appendix A on July 1st of each year. Employees hired after January 1, 2018, receiving a satisfactory rating on their performance review shall move to the next step listed in Appendix A on their anniversary date.

Wages Effective 1-1-2022 Increase	3%	MIN	B	C	D	MAX
Building Maintenance Assistant		\$28.85	\$30.66	\$32.46	\$34.26	\$36.07
Maintenance Mechanic						
Building Maintenance Technician		\$26.76	\$28.44	\$30.13	\$31.78	\$33.45
Park Maintenance Worker						
Street Maintenance Operator II						
Custodian		\$20.78	\$22.51	\$24.24	\$25.97	\$27.71

- 1/1/23 – Amount provided to non-union employees or 2.75% increase, whichever is higher.
- 1/1/24 – Amount provided to non-union employees or 2.75% increase, whichever is higher.

**Memorandum of Understanding
Between
The City of Elk River
And
The International Union of Operating Engineers, Local No. 49**

WHEREAS, the City of Elk River (“City”) and the International Union of Operating Engineers, Local No. 49 (“Union”) are parties to a Collective Bargaining Agreement (“Agreement”) in effect from January 1, 2022 through December 31, 2024; and

WHEREAS, this Memorandum of Understanding (“MOU”) is intended to address incorrect and outdated language in Article 30 – Central Pension Fund of the Agreement; and

WHEREAS, the Union and City wish to correct and update this language and memorialize these changes with this MOU.

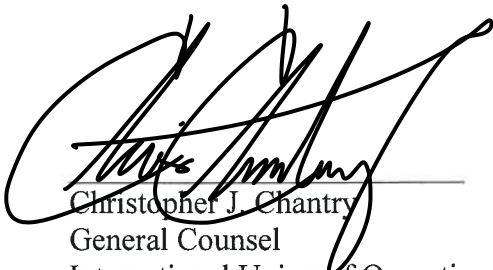
NOW, THEREFORE BE IT RESOLVED AND STIPULATED that the parties mutually agree as follows:

1. Article 30 – Central Pension Fund of the Agreement is amended as follows:

It is agreed that for purposes of determining future wage rates, the employer shall first restore the amount of the wage reduction, which is currently the CPF contribution rate of ~~\$0.25~~ \$1.00 per hour, (effective ~~October 2, 2016~~ January 1, 2022) then apply the applicable wage multiplier, then reduce the revised wage by the CPF contribution rate.

For purposes of calculating overtime compensation the employer shall first restore the amount of the wage reduction (~~\$0.25/hr.~~) (\$1.00/hr.) then apply the applicable wage multiplier required under the Fair Labor Standards Act and the collective bargaining agreement, then pay the resulting amount for overtime worked.

IN WITNESS WHEREOF, the parties have executed this MOU on this 5 day of January, 2022.



Christopher J. Chantry
General Counsel
International Union of Operating Engineers, Local No. 49



Calvin Portner
City Administrator
City of Elk River

**Memorandum of Understanding
Between
The City of Elk River
And
The International Union of Operating Engineers, Local No. 49**

WHEREAS, the City of Elk River (“City”) and the International Union of Operating Engineers, Local No. 49 (“Union”) are parties to a Collective Bargaining Agreement (“Agreement”) in effect from January 1, 2022 through December 31, 2024; and

WHEREAS, Article 30 – Central Pension Fund of the Agreement establishes certain terms and conditions regarding the Central Pension Fund; and

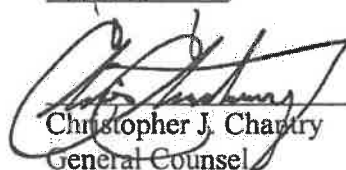
WHEREAS, the Union and City executed a Memorandum of Understanding on January 5, 2022 to amend incorrect and outdated language in Article 30; and

WHEREAS, the bargaining unit by majority vote on March 23, 2022 directed the Union to inform the City of the bargaining unit’s desire to cease contributions to the Central Pension Fund and to withdraw from participation in the Central Pension Fund.

NOW, THEREFORE BE IT RESOLVED AND STIPULATED that the parties mutually agree as follows:


1. Effective upon the execution date below, the City will cease making contributions to the Central Pension Fund and will take all necessary steps to withdraw from participation in the Central Pension Fund.
2. The terms of this Memorandum of Understanding are contractual and supersede Article 30, the January 5, 2022 Memorandum of Understanding and all prior agreements between the parties relating to the subject matter of this Memorandum of Understanding. No waiver or modification of any provision of this Memorandum of Understanding is valid unless it is in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this MOU on this 4 day of April, 2022.




Christopher J. Chantry
General Counsel

International Union of Operating Engineers, Local No. 49



John Dietz
Mayor
City of Elk River



Tina Allard
City Clerk
City of Elk River

**Memorandum of Understanding
Between
The City of Elk River
And
The International Union of Operating Engineers, Local No. 49**

WHEREAS, the City of Elk River (“City”) and the International Union of Operating Engineers, Local No. 49 (“Union”) are parties to a Collective Bargaining Agreement (“Agreement”) in effect from January 1, 2022 through December 31, 2024; and

WHEREAS, this Memorandum of Understanding (“MOU”) is intended to revise language in Article 6 – Union Security, specifically 6.4 of the Agreement to clarify that any steward from any division of the bargaining unit may be the steward to investigate and/or present a grievance; and

WHEREAS, the Union and City wish to revise this language and memorialize these revisions with this MOU.

NOW, THEREFORE BE IT RESOLVED AND STIPULATED that the parties mutually agree as follows:

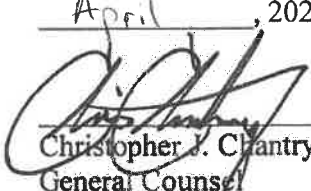
1. Article 6 – Union Security of the Agreement is revised as follows:

6.4 One (1) designated steward shall be granted reasonable time off with pay in order to investigate and/or present grievances to the employer during their normal working hours. Such steward, however, shall not leave their workstation without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon return to work. The steward investigating and/or presenting the grievance may ~~only~~ be the steward from **any the division in the bargaining unit the steward represents**.

2. The terms of this MOU are contractual and supersede Article 6.4 and all prior agreements between the parties relating to the subject matter of this MOU. No waiver or modification of any provision of this MOU is valid unless it is in writing and signed by all parties.


IN WITNESS WHEREOF, the parties have executed this MOU on this 4 day of

April, 2022.



Christopher J. Chantry
General Counsel

International Union of Operating Engineers, Local No. 49



John Dietz
Mayor
City of Elk River



Tina Allard
City Clerk
City of Elk River