

**LABOR AGREEMENT
BETWEEN
CITY OF COLUMBIA HEIGHTS**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES COUNCIL NO. 5
LOCAL NO. 495**

JANUARY 1, 2017 - DECEMBER 31, 2018

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LABOR AGREEMENT BETWEEN
CITY OF COLUMBIA HEIGHTS
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, COUNCIL NO. 5, LOCAL NO. 495

ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF COLUMBIA HEIGHTS hereinafter called the EMPLOYER, and COUNCIL NO. 5, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL NO. 495, 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 equitable and peaceful resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 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 the 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, in an appropriate bargaining unit consisting of all employees of the City of Columbia Heights, Columbia Heights, Minnesota, who are Public Employees within the meaning of M.S. 179A.03, Subdivision 14, excluding supervisory and confidential employees and all employees presently represented by an exclusive representative.

ARTICLE 3. EMPLOYER SECURITY

The UNION agrees 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.

ARTICLE 4. UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and,
- 4.2 Remit such deduction to the appropriate designated officer of the UNION.
- 4.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 4.4 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.
- 4.5 On a monthly basis, the EMPLOYER shall provide to the UNION a list of all newly hired bargaining unit members including their names, addresses, social security numbers, job title, and scheduled number of hours per week; a list of all employees who retired or resigned in the previous month; and a list of all name changes or address changes reported for bargaining unit members. This section is not subject to the grievance process.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 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 organization 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.

- 5.2 Any term and 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.

ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

6.1 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.

6.2 Union Representatives

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

6.3 Processing of a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the

UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided that the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the 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.

6.4 Procedure

Grievance, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE, with or without the UNION STEWARD, claiming a violation concerning the interpretation or application of this AGREEMENT shall, within fifteen (15) calendar days after the first knowledge of the alleged violation present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give

an answer to such Step 1 grievances within ten (10) 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 ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION to the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) 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 ten (10) 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 give the UNION the EMPLOYER'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 EMPLOYER-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. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER's final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5. Any 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 as amended. 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.

6.5 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 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 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 EMPLOYER 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.

6.6 Waiver

If a grievance is not presented with the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance 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.

ARTICLE 7. DEFINITIONS

- 7.1 Union: Local No. 495, Council No. 5, American Federation of State, County and

Municipal Employees.

- 7.2 Employer: The City of Columbia Heights.
- 7.3 Union Member: A member of Local No. 495, Council No. 5, of the American Federation of State, County and Municipal Employees employed by the City of Columbia Heights as set forth in ARTICLE II of this AGREEMENT.
- 7.4 Employee: A member of the exclusively recognized bargaining unit as set forth in ARTICLE II of this AGREEMENT.
- 7.5 Base Pay Rate: The employee's hourly pay rate exclusive of any other special allowances.
- 7.6 Seniority: Length of continuous service in any of the EMPLOYER'S job classifications covered by this AGREEMENT.
- 7.7 Job Classification Seniority: Length of service in any job classification covered by this AGREEMENT.

ARTICLE 8. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Columbia Heights. 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, or administrative ruling, or is in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9. NON-DISCRIMINATION

No employee shall be discriminated against under the provisions of this AGREEMENT by either the EMPLOYER or UNION or any basis prohibited by law.

ARTICLE 10. WORK SCHEDULES

- 10.1 The sole authority in work schedules is the EMPLOYER. Nothing contained in this AGREEMENT shall limit the EMPLOYER from structuring employee's work days or work weeks for the purpose of promoting the efficiency of municipal government; or

establishing the work schedules of employees; and establishing part-time positions.

- 10.2 The normal work day shall be eight (8) or ten (10) consecutive hours, excluding a thirty (30) minute unpaid meal period. In the event an employee is required to be in a duty status during a meal period the employee shall respond to duty situations if they occur.
- 10.3 The normal work week shall be forty (40) hours.
- 10.4 During each normal work day, two (2) fifteen (15) minute rest periods may be provided at times determined by the EMPLOYER.
- 10.5 The EMPLOYER shall establish and post work schedules for all employees. Should it be necessary in the interest of serving the citizens of the City to establish schedules departing from the normal work day or normal work week, the EMPLOYER shall give notice of such change to the employee as far in advance as it is reasonably practical except in emergency situations.
- 10.6 An employee called in to work to conduct boiler checks will be compensated a minimum of 1 hour at 1 ½ times the Employee's base pay rate.

ARTICLE 11. OVERTIME

- 11.1 Employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's normal rate of pay for all authorized hours worked in excess of forty (40) hours in a work week. Paid time off due to sick leave, vacation leave, holidays, or other paid leaves are to be included as "time worked" in computing the forty (40) hours per week requirements. Compensation shall be in the form of monetary payment unless compensatory time in lieu of monetary payment is mutually agreed upon by the EMPLOYER and the employee.
- 11.2 Overtime will be distributed as equally as practicable.
- 11.3 Overtime provisions shall not apply to employees in job classifications considered exempt under the Fair Labor Standards Act (FLSA).

ARTICLE 12. WORKING OUT OF CLASS

If an employee is assigned by the EMPLOYER to assume the full responsibility and authority of a higher job classification, the employee so assigned shall be paid for all hours of the assignment at least at the minimum rate of pay of the salary range for the higher class or may be granted a one-step salary increase within the employee's salary range.

ARTICLE 13. RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

ARTICLE 14. DISCIPLINE

- 14.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - A. Oral Reprimand
 - B. Written Reprimand
 - C. Written Suspension
 - D. Written Discharge
- 14.2 Notices of written reprimand, suspension and discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee and the UNION will receive a copy of such notices.
- 14.3 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 14.4 An employee may request removal of a written reprimand from their personnel file provided that one (1) year has passed from the date the written reprimand was issued and there has been no subsequent discipline. The final decision regarding removal of reprimands shall be left to the EMPLOYER and is not subject to the grievance process.

ARTICLE 15. SENIORITY

- 15.1 Seniority will be the determining criterion for transfers and promotions only when all job-relevant qualification factors are equal.
- 15.2 In the event of a lay-off, employees may exercise their seniority rights to a job classification of the same or lower pay within the bargaining unit for which they meet the minimum qualifications as adjudged by the EMPLOYER. To exercise such right the employee must submit a written request to the City Manager within five (5) calendar days of receipt of notification that his/her position will be subject to a lay-off. Employees exercising their seniority rights under this provision must serve a probationary period as

outlined in Article 16.

- 15.3 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.
- 15.4 Seniority for the exempt employees added to the bargaining unit in 2016 will include length of service in a job classification covered by the collective bargaining agreement and will also include all time and seniority the individual served the City prior to the time that the classification became part of the bargaining unit.

ARTICLE 16. PROBATIONARY PERIODS

- 16.1 All newly hired or rehired employees will serve a one (1) year probationary period.
- 16.2 All employees will serve a one (1) year probationary period in any job classification in which the employee has not served a probationary period.
- 16.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE 17. INSURANCE

- 17.1 The EMPLOYER will contribute up to a maximum of eight hundred and sixty-five dollars (\$865) per month per (permanent and probationary full-time) employee for group health and group dental, including dependent coverage, life and long term disability insurance for calendar years 2017 and 2018. For calendar year 2017, for employees taking family health insurance through the EMPLOYER, the EMPLOYER will contribute an additional \$100 per month towards health insurance premiums, for a total EMPLOYER contribution of \$965 for employees taking family health insurance. For calendar year 2018, for employees taking family health insurance through the EMPLOYER, the EMPLOYER will contribute an additional \$200 per month towards health insurance premiums, for a total EMPLOYER contribution of \$1065 for employees taking family health insurance.
- 17.2 For 2017 and 2018 the EMPLOYER will contribute thirty dollars (\$30) per month per

(permanent and probationary) full-time employee into a city designated health savings account for all employees enrolled in an IRS qualified high deductible health plan.

- 17.3 For 2018, the EMPLOYER will allow (permanent and probationary full time) employees who are covered by a group plan elsewhere to waive City health insurance coverage and receive \$200 per month to be paid into a deferred compensation plan.
- 17.4 No retroactive insurance benefits payments will be made to any employee terminating employment during calendar year 2017 prior to Council ratification of a 2017 employer contribution rate for insurance.
- 17.5 Employees not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance other than the individual group health, group life, and group dental insurance. Additional life insurance can be purchased by employees at the employee's expense to the extent allowed under the EMPLOYER'S group policy.

ARTICLE 18 HOLIDAYS

- 18.1 The following twelve days shall be designated as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day

- 18.2 When New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When and if any of these four (4) holidays fall on a Saturday, the preceding Friday shall be considered the designated holiday. Christmas Eve Day will be celebrated as a holiday on the regular work day preceding the day on which Christmas Day is observed.
- 18.3 An employee shall forfeit all rights to holiday pay when absent from scheduled work on the day following or the day preceding a holiday without the express authorization of the EMPLOYER.
- 18.4 New employees will be eligible for holiday pay.
- 18.5 No terminating employee shall receive holiday pay for a holiday which occurs after the employee's last day at work.

- 18.6 An employee (other than a Liquor Operations Employee) required by the EMPLOYER to work on any of the holidays set forth in Section 18.1 of this AGREEMENT shall be paid at the rate of one and one-half (1 ½) times the employee's base hourly pay rate for all hours worked on the holiday in addition to the holiday pay at straight time.
- 18.7 Liquor Operations Employees: In the event an employee, who is eligible for paid holidays, is required to work on a designated holiday, the employee shall be compensated at the employee's base hourly pay rate for all hours worked on the holiday in addition to the holiday pay at straight time. The employee may request an alternate day off without pay.
- 18.8 Liquor Operations employees who are not eligible for paid holidays and are required to work on any of the following holidays:

Memorial Day
Independence Day
Labor Day
Christmas Eve Day

shall be paid an additional ½ time for all hours worked on such holiday. If one of the above holidays falls on a day the liquor stores are not open, then holiday pay will be calculated based on the following:

If the holiday falls on a Saturday, the preceding work day will be considered the holiday for purposes of this section.

If the holiday falls on a Sunday, the following work day will be considered the holiday for purposes of this section

Liquor Operations employees who are not eligible for paid holidays and are required to work on New Year's Day (January 1) shall be paid an additional ½ time for all hours worked on such holiday.

- 18.9 Permanent Part-Time Employees: Those employees who are regularly scheduled to work 1,040 hours or more per year shall be eligible for paid holidays on a prorated basis. For the purposes of this section, regularly scheduled shall mean the EMPLOYER has determined the employee will work 1,040 hours or more in a calendar year or the employee worked 1,040 hours or more in the previous calendar year and the EMPLOYER has determined the employee will work 1,040 hours or more in the following calendar year.

ARTICLE 19. VACATION

- 19.1 Each permanent and probationary employee shall earn and accrue vacation time on the following basis:

<u>During Employment Year</u>	<u>Vacation Accrued Per Month</u>
1833 day
2833 day
3833 day
4833 day
5833 day
6917 day
7	1.000 day
8	1.083 day
9	1.167 day
10	1.250 day
11	1.333 day
12	1.417 day
13	1.500 day
14	1.583 day
15	1.667 day
16	1.750 day
17	1.833 day
18	1.916 day
19	2.000 day
20 & +	2.083 day

Effective upon council ratification of a 2008-2010 labor agreement, each permanent and probationary employee shall earn and accrue vacation time on the following basis:

<u>During Employment Year</u>	<u>Vacation Accrued Per Month</u>
1 thru 4833 day
5 thru 9	1.250 day
10 thru 19	1.667 day
20+	2.083 day

Those employees who are in employment year 16, 17, 18, or 19, will be frozen at the vacation accrual rate they were at the time of council ratification of a 2008-2010 labor agreement, until they reach employment year 20.

- 19.2 Vacation leave may be used upon satisfactory completion of the first six months of the probationary period.
- 19.3 After satisfactory completion of his/her initial probationary period, any permanent

employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued to the date of separation.

- 19.4 Vacation leave is intended as a period of rest and relaxation and may not be waived by an employee for the purpose of receiving double pay.
- 19.5 Vacation leave shall be charged as used in amounts of not less than fifteen (15) minute increments.
- 19.6 Permanent Part-Time Employees: Those employees who are regularly scheduled to work 1,040 hours or more per year shall be eligible for vacation time on a prorated basis. For the purposes of this section, regularly scheduled shall mean the EMPLOYER has determined the employee will work 1,040 hours or more in a calendar year or the employee worked 1,040 hours or more in the previous calendar year and the EMPLOYER has determined the employee will work 1,040 hours or more in the following calendar year. An employee will accrue vacation at the rate based on the date(s) of the employee's eligibility to accrue vacation.

ARTICLE 20. SICK LEAVE

- 20.1 Sick leave pay shall be granted to all probationary and permanent employees at the rate of one working day for each calendar month of full-time service or major fraction thereof, except that sick leave granted probationary employees shall not be available for use until satisfactory completion of three months of the initial probationary period. Promotional probationary employees may make use of sick leave; however, if the sick leave exceeds a total of five (5) working days, the probationary period shall automatically be extended a like period of time.
- 20.2 Sick leave may be accumulated to a maximum of one-hundred-and- twenty (120) days. One-half (1/2) of the sick leave in excess of one-hundred-and-twenty (120) days shall be granted as additional annual vacation leave the calendar year after such surplus is earned.
- 20.3 Sick leave shall be granted for absence from duty because of personal illness, injury or disability, (necessary medical, dental or chiropractic care), legal quarantine, or serious illness in the immediate family. The immediate family is defined as the spouse and the following of either the employee or the employee's spouse: mother, father, children, sister, brother, grandparents, grandchildren, or dependents.

20.4 After satisfactory completion of his/her initial probationary period, any permanent employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall receive severance payment based on their most recent salary level for one-third (1/3) of earned and unused sick leave. Effective upon council ratification of a 2008-2010 labor agreement, after satisfactory completion of his/her initial probationary period, any permanent employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall receive severance payment based on the following schedule:

During employment years 1-5:	20%
During employment years 6-10:	33%
During employment years 11-19:	40%
During employment years 20+:	50%

All of such sick leave severance pay will be placed into the employee's Post Employment Health Care Savings Plan on a mandatory basis, in accordance with IRS regulations.

20.5 Permanent Part-Time Employees: Those employees who are regularly scheduled to work 1,040 hours or more per year shall be eligible for sick leave on a prorated basis. For the purposes of this section, regularly scheduled shall mean the EMPLOYER has determined the employee will work 1,040 or more hours in a calendar year or the employee worked 1,040 hours or more in the previous calendar year and the EMPLOYER has determined the employee will work 1,040 hours or more in the following calendar year.

ARTICLE 21. FUNERAL LEAVE

An employee may be entitled to a maximum of five (5) days leave with pay, at the sole discretion of the City Manager for death in the immediate family as defined in Article XX, Section 20.3. This time is not chargeable against any accrued vacation or sick leave.

ARTICLE 22. MEDICAL LEAVE

A medical leave without pay may be granted at the sole discretion of the EMPLOYER to an

employee in a non-probationary, permanent full-time position who is unable to perform the duties of the position because of a physical or mental illness, injury, chemical dependency, or temporary disability and if the employee has exhausted all accumulated sick leave and vacation leave or is ineligible to use such leave. In order to be eligible for such leave, the employee must submit a statement from an approved medical authority to the City Manager. Such statement must include a definition of the illness or disability, a justification as to why the employee is unable to perform the duties of the position, and an expected date of return to work. The EMPLOYER may require that the employee provide a medical certificate stating that the employee is able to perform the duties of the position to which the employee will return. The decision of the EMPLOYER shall not be subject to the grievance procedure.

ARTICLE 23. UNIFORMS

The EMPLOYER will supply those uniforms and equipment items which the City requires employees to wear and/or use. Employees will be responsible for the maintenance and cleaning of their City-supplied uniforms.

ARTICLE 24. WAIVER

- 24.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 24.2 The parties mutually acknowledge that during the negotiations which 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 to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 25. WAGES

See Appendix A and B. As a form of additional compensation, the City will contribute \$1 per permanent and probationary full-time employee toward a City-sponsored deferred compensation program for every \$1 contributed toward such City-sponsored deferred compensation program. Such contribution will not exceed \$425 for calendar year 2017 and \$425 for calendar year 2018.

As a form of additional compensation, the City will contribute \$1 per permanent and probationary part-time employee, who is regularly scheduled to work 1,456 hours or more per year, for every \$1 contributed by such employee, toward a City-sponsored deferred compensation program. Such contribution will not exceed \$320 for calendar year 2017 and \$320 for calendar year 2018.

ARTICLE 26. MILEAGE REIMBURSEMENT

Reimbursement for use of a personal vehicle shall be the standard mileage rate established by the Internal Revenue Service.

ARTICLE 27. DURATION

This AGREEMENT shall be effective as of January 1, 2017, unless otherwise noted, and shall remain in force and effect until December 31, 2018.



Donna Scmitt, Mayor
CITY OF COLUMBIA HEIGHTS



Walter R. Fehst, City Manager
CITY OF COLUMBIA HEIGHTS



President
AFSCME LOCAL NO. 495



Bryce Wickstrom, Business Representative
AFSCME COUNCIL NO. 495

APPENDIX A: January 1, 2017 WAGE SCHEDULE

Adjustments shall be effective January 1, 2017. Movement through the wage schedule is contingent upon satisfactory performance as adjudged by the EMPLOYER. No retroactive wage payment will be made to any employee terminating employment during calendar year 2017 prior to Council ratification of a 2017 wage schedule.

<u>Title</u>	<u>Entry</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
Engineering Tech IV	\$27.89	\$29.28	\$30.69	\$32.08	\$33.48	\$34.87
Engineering Tech III	\$24.33	\$25.54	\$26.76	\$27.98	\$29.19	\$30.41
Assistant Building Inspector	\$20.14	\$21.15	\$22.16	\$23.16	\$24.17	\$25.17
Engineering Tech II	\$20.10	\$21.10	\$22.11	\$23.11	\$24.12	\$25.12
Secretary II-Police Secretary II-Permits/Licenses Secretary II-A, Public Works Accounts Payable Clerk	\$19.86	\$20.86	\$21.85	\$22.84	\$23.83	\$24.83
Head Custodian	\$19.30	\$20.27	\$21.24	\$22.20	\$23.17	\$24.13
Accounting Clerk II-Assessing Secretary II-A, Police Secretary II- Finance Secretary II-Community Development Accounting Clerk II-Liquor Accounting Clerk II-Utilities Accounting Clerk II-Finance Budget Coordinator	\$18.69	\$19.62	\$20.56	\$21.49	\$22.43	\$23.36
Clerk-Typist II-Recreation Secretary II-Fire Clerk-Typist II-Library (Adult) Clerk-Typist II-Police	\$18.44	\$19.36	\$20.29	\$21.21	\$22.13	\$23.05
Accounting Clerk I-Utilities Community Service Officer Recreation Program Coordinator Accounting Clerk I-Liquor Accounting Clerk I-Finance	\$17.89	\$18.78	\$19.68	\$20.57	\$21.47	\$22.36

Receptionist/Cashier	\$17.65	\$18.54	\$19.42	\$20.30	\$21.19	\$22.07
Clerk-Typist II-Library (Children's)						
Clerk-Typist II-Administration						
Clerk-Typist II-Fire						

Library Clerk	\$17.08	\$17.92	\$18.78	\$19.63	\$20.49	\$21.34
Recreation Clerk						

Meter Reader	\$13.22	\$13.88	\$14.54	\$15.20	\$15.86	\$16.52
Custodian II						

Retail Clerk- Stock	\$13.01	\$13.66	\$14.30	\$14.96	\$15.60	\$16.26
Retail Clerk-Cashier						
Custodian I						

Exempt Classifications – Monthly Rate

<u>Title</u>	<u>Entry</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
Assistant IS Director	\$4,827	\$4,991	\$5,156	\$5,320	\$5,485
Police IS Specialist	\$3,990	\$4,126	\$4,262	\$4,398	\$4,534
IS Technician	\$3,563	\$3,685	\$3,806	\$3,928	\$4,046

APPENDIX B – July 1, 2017 WAGE SCHEDULE

Adjustments shall be effective July 1, 2017. Movement through the wage schedule is contingent upon satisfactory performance as adjudged by the EMPLOYER.

<u>Title</u>	<u>Entry</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
Engineering Tech IV	\$28.14	\$29.53	\$30.94	\$32.33	\$33.73	\$35.12
Engineering Tech III	\$24.58	\$25.79	\$27.01	\$28.23	\$29.44	\$30.66
Assistant Building Inspector	\$20.39	\$21.40	\$22.41	\$23.41	\$24.42	\$25.42
Engineering Tech II	\$20.35	\$21.35	\$22.36	\$23.36	\$24.37	\$25.37
Secretary II-Police Secretary II-Permits/Licenses Secretary II-A, Public Works Secretary II-Fire Accounts Payable Clerk	\$20.11	\$21.11	\$22.10	\$23.09	\$24.08	\$25.08
Head Custodian	\$19.30	\$20.27	\$21.24	\$22.20	\$23.17	\$24.13
Accounting Clerk II-Assessing Secretary II-A, Police Secretary II- Finance Secretary II-Community Development Secretary II-Recreation Accounting Clerk II-Liquor Accounting Clerk II-Utilities Accounting Clerk II-Finance Recreation Program Coordinator	\$18.94	\$19.87	\$20.81	\$21.74	\$22.68	\$23.61
Budget Coordinator	\$18.69	\$19.62	\$20.56	\$21.49	\$22.43	\$23.36
Clerk-Typist II-Library (Adult) Clerk-Typist II-Police	\$18.69	\$19.61	\$20.54	\$21.46	\$22.38	\$23.30
Accounting Clerk I-Utilities Accounting Clerk I-Liquor Accounting Clerk I-Finance	\$18.14	\$19.03	\$19.93	\$20.82	\$21.72	\$22.61
Community Service Officer	\$17.89	\$18.78	\$19.68	\$20.57	\$21.47	\$22.36
Receptionist/Cashier Clerk-Typist II-Library (Children's) Clerk-Typist II-Administration Clerk-Typist II-Fire	\$17.90	\$18.79	\$19.67	\$20.55	\$21.44	\$22.32

Library Clerk Recreation Clerk	\$17.08	\$17.92	\$18.78	\$19.63	\$20.49	\$21.34
Meter Reader Custodian II	\$13.22	\$13.88	\$14.54	\$15.20	\$15.86	\$16.52
Retail Clerk- Stock Retail Clerk-Cashier Custodian I	\$13.01	\$13.66	\$14.30	\$14.96	\$15.60	\$16.26

Exempt Classifications – Monthly Rate

<u>Title</u>	<u>Entry</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
Assistant IS Director	\$4,827	\$4,991	\$5,156	\$5,320	\$5,485
Police IS Specialist	\$3,990	\$4,126	\$4,262	\$4,398	\$4,534
IS Technician	\$3,563	\$3,685	\$3,806	\$3,928	\$4,046

APPENDIX C – January 1, 2018 WAGE SCHEDULE

Adjustments shall be effective January 1, 2018. Movement through the wage schedule is contingent upon satisfactory performance as adjudged by the EMPLOYER.

<u>Title</u>	<u>Entry</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>
Engineering Tech IV	\$29.09	\$30.52	\$31.96	\$33.39	\$34.82	\$36.25
Engineering Tech III	\$25.44	\$26.68	\$27.94	\$29.19	\$30.43	\$31.68
Assistant Building Inspector	\$21.15	\$22.19	\$23.22	\$24.25	\$25.28	\$26.31
Engineering Tech II	\$21.11	\$22.13	\$23.17	\$24.19	\$25.23	\$26.25
Secretary II-Police Secretary II-Permits/Licenses Secretary II-A, Public Works Secretary II-Fire Accounts Payable Clerk	\$20.86	\$21.89	\$22.88	\$23.92	\$24.93	\$25.96
Head Custodian	\$19.78	\$20.78	\$21.77	\$22.76	\$23.75	\$24.73
Accounting Clerk II-Assessing Secretary II-A, Police Secretary II- Finance Secretary II-Community Development Secretary II-Recreation Accounting Clerk II-Liquor Accounting Clerk II-Utilities Accounting Clerk II-Finance Recreation Program Coordinator	\$19.66	\$20.62	\$21.58	\$22.53	\$23.50	\$24.45
Budget Coordinator	\$19.16	\$20.11	\$21.07	\$22.03	\$22.99	\$23.94
Clerk-Typist II-Library (Adult) Clerk-Typist II-Police	\$19.41	\$20.35	\$21.30	\$22.25	\$23.19	\$24.13
Accounting Clerk I-Utilities Accounting Clerk I-Liquor Accounting Clerk I-Finance	\$18.84	\$19.76	\$20.68	\$21.59	\$22.51	\$23.43
Community Service Officer	\$18.34	\$19.25	\$20.17	\$21.08	\$22.01	\$22.92
Receptionist/Cashier Clerk-Typist II-Library (Children's) Clerk-Typist II-Administration Clerk-Typist II-Fire	\$18.60	\$19.51	\$20.41	\$21.31	\$22.23	\$23.13

Library Clerk Recreation Clerk	\$17.51	\$18.37	\$19.25	\$20.12	\$21.00	\$21.87
Meter Reader Custodian II	\$13.55	\$14.23	\$14.90	\$15.58	\$16.26	\$16.93
Retail Clerk- Stock Retail Clerk-Cashier Custodian I	\$13.33	\$14.00	\$14.66	\$15.33	\$15.99	\$16.67

Exempt Classifications – Monthly Rate

<u>Title</u>	<u>Entry</u>	<u>6 months</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
Assistant IS Director	\$4,948	\$5,116	\$5,285	\$5,453	\$5,622
Police IS Specialist	\$4,090	\$4,229	\$4,369	\$4,508	\$4,647
IS Technician	\$3,652	\$3,777	\$3,901	\$4,026	\$4,147

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF COLUMBIA HEIGHTS
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 5, LOCAL 495**


It is agreed between the City of Columbia Heights and the American Federation of State, County and Municipal Employees (AFSCME), Council 5, Local 495, that the Positions of **Assistant IS Director, Police IS Specialist and IS Technician** salary grids be adjusted to the levels listed below effective January 1, 2018.

It is further agreed that the newly added position of **Communications Coordinator** be added to the AFSCME bargaining unit and covered by all provisions of the collective bargaining agreement between the two parties. The Communications Coordinator position is exempt and will not be covered by the overtime provisions of the Collective Bargaining Agreement. The pay grid, listed below, will cover the position of Communications Coordinator in the collective bargaining agreement and to be effective January 1, 2018.


	Entry	6 Months	1 Year	2 Years	3 Years
Assistant IS Director	\$5448	\$5616	\$5785	\$5953	\$6122
Police IS Specialist	\$4590	\$4729	\$4869	\$5008	\$5147
IS Technician	\$4152	\$4277	\$4401	\$4526	\$4647
Communications Coordinator	\$5053	\$5293	\$5534	\$5774	\$6015


For AFSCME Council 5



Bryce Wickstrom
Field Representative


Jerry Wellman
Local 495 President

For the City of Columbia Heights


Donna Schmitt, Mayor


Walter R Fehst, City Manager


Kelli Bourgeois
Human Resources Director
Assistant to the City Manager