

LABOR AGREEMENT
BETWEEN THE
CITY OF FOREST LAKE, MINNESOTA
AND THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 5, LOCAL 517



JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

Contents

ARTICLE 1 - INTENT	- 1 -
ARTICLE 2 – RECOGNITION	- 1 -
ARTICLE 3 – UNION SECURITY	- 1 -
ARTICLE 4 – EMPLOYER AUTHORITY	- 2 -
ARTICLE 5 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE	- 2 -
ARTICLE 6 – DEFINITIONS	- 4 -
ARTICLE 7 – SAVINGS CLAUSE	- 5 -
ARTICLE 8 – WORK SCHEDULES	- 5 -
ARTICLE 9 – OVERTIME PAY	- 6 -
ARTICLE 10 – CALL BACK	- 6 -
ARTICLE 11 – RIGHT OF SUBCONTRACT	- 7 -
ARTICLE 12 – DISCIPLINE	- 7 -
ARTICLE 13 – SENIORITY	- 7 -
ARTICLE 14 – PROBATIONARY PERIODS	- 7 -
ARTICLE 15 – JOB VACANCIES	- 7 -
ARTICLE 16- SAFETY	- 8 -
ARTICLE 17 – LAYOFF	- 8 -
ARTICLE 18 – NONDISCRIMINATION	- 8 -
ARTICLE 19 – INSURANCE	- 8 -
ARTICLE 20 – HEALTH CARE SAVINGS PLAN	- 9 -
ARTICLE 21 – LIFE INSURANCE	- 10 -
ARTICLE 22 – HOLIDAYS	- 10 -
ARTICLE 23 – SICK LEAVE	- 10 -
ARTICLE 24 – FUNERAL LEAVE	- 11 -
ARTICLE 25 – LEAVE	- 11 -
ARTICLE 26 – VACATION	- 12 -
ARTICLE 27– SEVERANCE PAY	- 12 -
ARTICLE 28 – UNIFORM ALLOWANCE	- 13 -
ARTICLE 29 – MILEAGE REIMBURSEMENT	- 13 -
ARTICLE 30 – PART-TIME EMPLOYEE BENEFITS	- 13 -
ARTICLE 31 – LONG-TERM DISABILITY	- 13 -
ARTICLE 32 – LABOR MANAGEMENT COMMITTEE	- 13 -
ARTICLE 33 – WAGES	- 13 -
ARTICLE 34 – WAIVER	- 13 -
ARTICLE 35 – DURATION	- 14 -
APPENDIX A – SALARY SCHEDULE 2019-2021	15
APPENDIX B – EDUCATIONAL INCENTIVE POLICY	16
APPENDIX C – LEAVE DONATION POLICY	17

**LABOR AGREEMENT
BETWEEN
THE CITY OF FOREST LAKE
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 5, LOCAL 517**

This AGREEMENT is entered into between the City of Forest Lake, hereinafter called the EMPLOYER, and Council 5, American Federation of State, County and Municipal Employees, hereinafter called the UNION.

ARTICLE 1 - INTENT

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 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 this AGREEMENT.

ARTICLE 2 – RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 92-PCE-678.

ARTICLE 3 – UNION SECURITY

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

- 3.1 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
- 3.2 Remit such deduction with an itemized statement to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 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.

- 3.5 UNION Bulletin Boards. The EMPLOYER agrees to provide space on a bulletin board for the posting of official notices.
- 3.6 Any present or future employee who is not a UNION member shall be required to contribute a fair share fee for services rendered by the Union. Upon notification by the UNION, the EMPLOYER shall check off said fee from the earnings of the employee and transmit the same to the UNION. This provision shall remain operative only so long as specifically provided by Minnesota law, and is otherwise legal.
- 3.7 Employees shall be allowed UNION Leave in accordance with Minnesota Statutes.
- 3.8 The EMPLOYER shall allow employees to participate in the UNION'S PEOPLE program using payroll deduction.

ARTICLE 4 – EMPLOYER AUTHORITY

- 4.1 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 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.
- 4.2 Any term or condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to establish, modify or eliminate.

ARTICLE 5 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 5.1 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.
- 5.2 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.
- 5.3 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.

5.4 PROCEDURE: Grievances, as defined by Section 5.1, 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 twenty-one (21) calendar days after such alleged violation has occurred, 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 grievance 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 (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the UNION and discussed with 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 responded to or 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: A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to arbitration subject to 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 established by the State Bureau of Mediation Services.

5.5 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 the close of the hearing or the submission of briefs by the parties, whichever is 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.
- 5.6 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the 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 written agreement of the EMPLOYER and the UNION.
- 5.7 CHOICE OF REMEDY: It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in this 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 this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. If the aggrieved employee(s) 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 6 – DEFINITIONS

- 6.1 UNION: The American Federation of State, County and Municipal Employees, Council 5, Local 517.
- 6.2 EMPLOYER: The City of Forest Lake.
- 6.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees.

- 6.4 EMPLOYEE: A public employee according to Minnesota Statutes who works in a position for a non-specific duration and who is a member of the exclusively recognized bargaining unit.
- 6.5 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period.
- 6.6 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned work shift. An extension of or early report to an assigned shift is not a call back.
- 6.7 SEASONAL EMPLOYEE: An employee defined as a public employee according to Minnesota Statutes who is employed year to year for a specific duration of less than twelve (12) months in a calendar year.
- 6.8 TEMPORARY EMPLOYEE: An employee employed to work for a specific duration not to exceed six (6) months in a twelve- (12) month period who may or may not be a public employee as defined in Minnesota Statutes.
- 6.9 DAYS: Unless specified explicitly in the contract language, "workdays" shall be used.
- 6.10 CLASSIFICATION: A group of tasks assigned to a specific position and title.

ARTICLE 7 – SAVINGS CLAUSE

This AGREEMENT is subject to the law. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 8 – WORK SCHEDULES

- 8.1 The sole authority for work schedules is the EMPLOYER. The normal workday for a full-time employee shall be eight (8) hours. The normal workweek shall be forty (40) hours from Monday through Friday.
- 8.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the employee's normal workday.

The EMPLOYER will give seven (7) days advance notice to the employees affected by the establishment of workdays different from the employee's normal workday.

- 8.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal workday be scheduled to more than the workday. Employees have an obligation to work overtime or call back if requested.
- 8.4 Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays.
- 8.5 It is recognized that exempt employees are responsible for managing and accounting for their own hours of work and that they may work hours in excess of a normal work day and/or payroll period. In these instances, with the City Administrator's approval, employees may balance hours of work in subsequent workdays or payroll periods provided such time management system does not result in overtime payment.

ARTICLE 9 – OVERTIME PAY

- 9.1 Hours worked in excess of forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate.
- 9.2 Overtime will be distributed as equally as practicable.
- 9.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 9.4 Employees may accumulate up to a maximum of sixty (60) hours of compensatory time. Unused accrued compensatory time at the end of each calendar year may be carried over to the next calendar year. An employee may convert up to forty (40) hours of compensatory time to a one-time cash payment in November.

ARTICLE 10 – 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 three (3) hours pay at one and one-half (1-1/2) times the employee's base pay rate, plus mileage.

ARTICLE 11 – 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 12 – DISCIPLINE

The EMPLOYER will discipline employees only for just cause.

ARTICLE 13 – SENIORITY

- 13.1 Employer seniority is an employee's length of continuous service from date of hire.
- 13.2 Job Classification Seniority. Job Classification Seniority is the length of continuous service in a job classification within the bargaining unit.
- 13.3 In the event there is a tie in job classification seniority, it shall be broken in the following order:
 - a. Continuous time within the City.
 - b. By a coin toss.
- 13.4 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

ARTICLE 14 – PROBATIONARY PERIODS

- 14.1 All newly hired or rehired employees will serve a six (6) month probationary period. The probationary period may be extended six months if the six month performance review is not satisfactory.
- 14.2 All employees will serve a six (6) month probationary period in any job classification in which the EMPLOYEE has not served a probationary period.
- 14.3 At any time during the probationary period, a newly hired or rehired Employee may be terminated at the sole discretion of the EMPLOYER.
- 14.4 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 15 – JOB VACANCIES

- 15.1 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.

- 15.2 Seniority will be the determining criterion for job transfers and promotions only when the job-relevant qualification factors between employees are equal.

ARTICLE 16- SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE 17 – LAYOFF

Employees shall be laid off in the inverse order of their seniority within the classification. Employees shall be recalled from layoff according to their seniority. Recall rights under this provision will continue for twelve (12) months after layoff. 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.

ARTICLE 18 – NONDISCRIMINATION

Neither the UNION nor the EMPLOYER shall discriminate against any EMPLOYEE on any basis prohibited by law.

ARTICLE 19 – INSURANCE

- 19.1 The EMPLOYER will contribute up to a maximum of one thousand two hundred and fifteen (\$1,215) dollars per month for calendar year 2019, and one thousand two hundred and sixty-five (\$1,265) dollars per month for calendar year 2020, and one thousand three hundred and fifteen (\$1,315) dollars per month for calendar year 2021 on a pro rata basis per qualified employee for group health and life insurance, including dependent coverage. A qualified employee is one regularly scheduled to work by the EMPLOYER for twenty (20) hours or more per week.
- 19.2 The EMPLOYER will contribute up to a maximum of one hundred sixty-five (\$165) dollars per month for calendar year 2019, and up to a maximum of one hundred seventy (\$170) dollars per month for calendar year 2020, and up to a maximum of one hundred seventy-five (\$175) dollars per month for calendar year 2021 on a pro rata basis per qualified employee for group dental insurance, including dependent coverage. A qualified employee is one regularly scheduled to work by the EMPLOYER for twenty (20) hours or more per week.
- 19.3 Employees not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance other than the individual group health, dental and life insurance. Additional life insurance can be purchased by employees at the employee's expense to the extent allowed under the EMPLOYER'S group policy.
- 19.4 The EMPLOYER will, on the first calendar day of each year, perform a six (6) month "look back" for Employees working less than full time, to establish eligibility in the group

insurance programs. If an Employee meets the twenty (20) hour per week requirement, the Employee shall remain eligible for group insurance benefits for a period of one (1) year. If the Employee works an average of at least twenty (20) hours per week for a six- (6) month period, and it appears that the practice will continue, the EMPLOYEE may be eligible for prorated insurance benefits before the “look back” date.

- 19.5 After thirty (30) years of employment with the City of Forest Lake, the Employee who was hired before January 1, 2010 and who retires from the City, may continue in the City’s group medical – hospitalization insurance plan, with the same EMPLOYER coverage towards premium as eligible active employees. The employee’s right for EMPLOYER contribution towards premium in such group insurances will be discontinued at the end of the month after ten (10) years of retirement. If the employee becomes eligible for Medicare during the ten-year benefit period, the EMPLOYER will contribute toward the cost of a Medicare supplement plan of the Employee’s choice, up to the amount of the EMPLOYER contribution towards the health insurance premium, in-lieu of the group health coverage.
- 19.6 The EMPLOYER shall establish medical and daycare expense accounts or “flexible spending accounts” for Employees. The Employee contribution for medical and dental insurance, if any, shall go through these accounts.
- 19.7 The EMPLOYER shall continue payment of the EMPLOYER’S share of health, dental and life insurance premiums while employees are utilizing leave under the Family and Medical Leave Act (FMLA).

ARTICLE 20 – HEALTH CARE SAVINGS PLAN

- 20.1 The EMPLOYER will sponsor a Post Employment Health Care Savings Plan that will allow Employees to utilize pre-tax dollars to help defray the cost of medical expenses and health-related insurance premiums after the Employee leaves employment with the EMPLOYER.
- 20.2 Any Employee who is eligible to accrue sick leave benefits will be required to participate in the plan.
- 20.3 An amount equal to one hundred (100) percent of the value of the Employee’s eligible sick leave and vacation leave (severance) at the time of separation from employment will be deposited into the plan. Each Employee will be required to deposit forty dollars (\$40) per month and the Employer will deposit twenty dollars (\$20) per month into the plan.
- 20.4 If an Employee qualifies for post-employment paid medical benefits under Section 19.5 of this AGREEMENT, the EMPLOYER will deposit annually into the Employee’s health care savings account, at the beginning of each year, an amount sufficient to pay the EMPLOYER’S portion of the medical premiums that the Employee is eligible to receive for that year. The Employee will be responsible for the payment of the premiums, whether the arrangement is COBRA, Minnesota Continuation (Chapter 488), Medicare, or private insurance.

ARTICLE 21 – LIFE INSURANCE

The City shall provide a fifty thousand dollar (\$50,000) life insurance policy for all eligible employees and shall pay the monthly premium.

ARTICLE 22 – HOLIDAYS

22.1 Holidays are defined as:

New Years	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	
Christmas Eve Day	December 24
Christmas Day	December 25
Two (2) Floating Holidays	

22.2 Provided a holiday falls on a Saturday, the day before shall be observed as the holiday. If a holiday falls on a Sunday, the day after shall be observed as the holiday. In the event Christmas Eve falls on either a Saturday or Sunday, the Friday before Christmas Eve shall be the holiday. In the event Christmas Eve falls on a Friday, the day before shall be observed as the holiday.

22.3 Employees who are required to work on a holiday shall be compensated at straight time for the holiday hours plus an amount equal to time and one-half (1-½) times the employee's regular base pay rate for the holiday hours worked. The employee may elect to be compensated for the additional time and one-half (1-½) as compensatory time in lieu of regular pay.

ARTICLE 23 – SICK LEAVE

23.1 Full-time Employees shall earn sick leave at the rate of eight (8) hours for each full month worked.

23.2 Sick leave may be accumulated to a maximum of one thousand four hundred and forty (1,440) hours.

23.3 Sick leave may be used for an Employee's disability or as provided by law.

- 23.4 Sick leave may be used to care for family members as provided by law. If time exceeds three (3) consecutive days, the Employee will provide their supervisor with a medical verification of illness.
- 23.5 Employees may use sick leave for the death of a spouse, child, stepchild or foster child with the approval of their supervisor.
- 23.6 The employer may require a medical certificate at any time if the employer articulates in writing why the employer suspects the sick leave use is habitual, patterned, and/or inappropriate.

ARTICLE 24 – FUNERAL LEAVE

Funeral leave shall be allowed as follows:

Five days in each case of the death of:

- Employee's parents or step parents;
- Employee's spouse, or person regarded as such;
- Employee's children, step children or foster children;

Three days in each case of the death of:

- Employee's siblings or step siblings;
- Employee's grandparents or step grandparents;
- Employee's grandchildren or step grandchildren;
- Parents or stepparents of the employee's spouse or person regarded as such;
- Siblings or stepsiblings of the employee's spouse or person regarded as such;

One day in each case of the death of:

- Employee's aunt, uncle, niece, or nephew, including step relations;
- Grandparents or step grandparents of the employee's spouse or person regarded as such;
- Grandchildren or step grandchildren of the employee's spouse or person regarded as such.

Funeral Leave will be at the employee's regular rate of pay and shall not be counted against the employee's accrued sick leave. Upon approval of the supervisor, the employee may choose to use sick or vacation leave to extend the funeral leave. The City Administrator may require the employee to submit proof of death, such as a funeral card or obituary notice. The City Administrator may determine the length of leave for any case not meeting the above guidelines.

ARTICLE 25 – LEAVE

- 25.1 The EMPLOYER will follow guidelines set out by the Federal Family & Medical Leave Act.
- 25.2 The EMPLOYER will allow up to one (1) year medical leave.

ARTICLE 26 – VACATION

- 26.1 Full-time Employees shall accrue vacation leave time as determined by the Employee's anniversary date based upon the following schedule. Permanent part-time Employees who are working at least a half-time schedule will earn vacation on a prorated basis.

Years of Service	Annual Hours	Pay Period Hours
From 0 years thru 5 years	80	3.0769
After 5 years thru 10 years	120	4.6154
After 10 years thru 15 years	160	6.1538
After 15 years thru 20 years	176	6.7692
After 20 years	200	7.6923

- 26.2 Vacation accrual rates will be applied in January of each year, at the accrual rate that corresponds to each Employee's anniversary date. An Employee is eligible to receive the new accrual rate level in January of the year that the Employee would reach the new level in accordance with the Employee's anniversary date and the above schedules.
- 26.3 Discretion by the supervisor is allowed in granting the time that vacations may be taken. An Employee may accrue up to a maximum of two hundred (200) hours of vacation time at any time during the year. The Employee will forfeit any amount exceeding two hundred 200 accrued hours. Under special circumstances, such as a prolonged absence due to a work-related injury, the Administrator may waive the forfeiture.
- 26.4 Vacation leave will accrue on a bi-weekly basis.
- 26.5 Vacation may not be used for the first six (6) months of a newly hired Employee's probationary period, unless special permission from the Administrator is obtained.

ARTICLE 27– SEVERANCE PAY

- 27.1 Full-time employees will be paid severance pay as follows:
- After ten (10) years of service to the City, sixty (60) percent of unused sick leave, up to a maximum of three hundred sixty (360) hours;
 - After fifteen years of service to the City, sixty (60) percent of unused sick leave up to a maximum of four hundred forty (440) hours; and
 - After twenty (20) years of service to the City, sixty (60) percent of unused sick leave up to a maximum of seven hundred twenty (720) hours.

ARTICLE 28 – UNIFORM ALLOWANCE

Employees who wear uniforms will receive a lump sum payment of seven hundred ninety five dollars (\$795) to use for the purchase of uniforms. The lump sum payment will be made on the first paycheck in March. Applicable taxes and withholdings will be deducted.

ARTICLE 29 – MILEAGE REIMBURSEMENT

Employees will be paid in the amount of the standard mileage allowance as determined by the U.S. Internal Revenue Service for use of their private automobile in the performance of City business authorized by the City.

ARTICLE 30 – PART-TIME EMPLOYEE BENEFITS

Employees regularly scheduled to work for fourteen (14) or more hours per week will receive pro-rata sick leave, holiday and vacation benefits only under this AGREEMENT. Employees designated as Temporary are not eligible for benefits.

ARTICLE 31 – LONG-TERM DISABILITY

The City shall reimburse employees for long-term disability premiums. A short-term disability policy may be purchased by employees.

ARTICLE 32 – LABOR MANAGEMENT COMMITTEE

The EMPLOYER agrees to establish a Labor Management Committee (LMC).

ARTICLE 33 – WAGES

All ranges and salaries shall be increased two percent (2%) effective January 1, 2019 and two percent (2%) effective July 1, 2019; and two percent (2%) effective January 1, 2020 and one percent (1%) effective July 1, 2020; and two percent (2%) effective January 1, 2021 and one percent (1%) effective July 1, 2021. See Appendix A for specifics. Annual step movement will remain on January 1 of each year.

ARTICLE 34 – WAIVER

- 34.1 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.
- 34.2 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 terms or conditions of employment not removed by law from

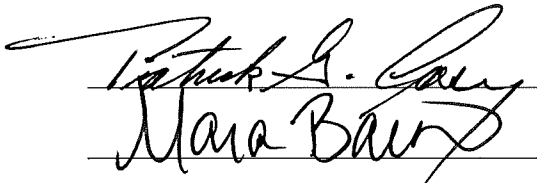
bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions 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 35 – DURATION

This AGREEMENT shall be effective as of January 1, 2019 and shall remain in full force and effect until December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 1st day of March, 2019.

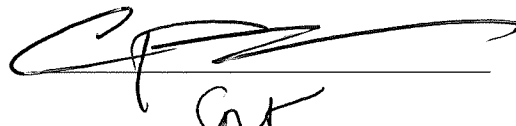
FOR THE CITY OF FOREST LAKE:



Peter G. Gony

Mara Bauer

**FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES:**



Sgt

Suzanne Koah

APPENDIX A – SALARY SCHEDULE 2019-2021

JOB TITLE	PAY GRADE	2019		2020		2021	
		MIN	MAX	MIN	MAX	MIN	MAX
		(1/1/2019)	(1/1/2019)	(1/1/2020)	(1/1/2020)	(1/1/2021)	(1/1/2021)
		(2%)	(2%)	(2%)	(2%)	(2%)	(2%)
Custodian	1	\$20.45	\$25.55	\$21.28	\$26.58	\$21.92	\$27.39
Building Maintenance Supervisor	5	\$24.86	\$31.07	\$25.86	\$32.32	\$26.64	\$33.30
Fire Technician	5	\$24.86	\$31.07	\$25.86	\$32.32	\$26.64	\$33.30
Police Administrative Assistant	5	\$24.86	\$31.07	\$25.86	\$32.32	\$26.64	\$33.30
Intermediate Accounting Clerk	5	\$24.86	\$31.07	\$25.86	\$32.32	\$26.64	\$33.30
Park & Recreation Coordinator	5	\$24.86	\$31.07	\$25.86	\$32.32	\$26.64	\$33.30
Senior Accounting Clerk	6	\$26.10	\$32.62	\$27.16	\$33.94	\$27.98	\$34.96
Zoning Administrator	8	\$28.77	\$35.97	\$29.94	\$37.42	\$30.84	\$38.55
Senior Engineering Technician	9	\$30.21	\$37.77	\$31.43	\$39.30	\$32.38	\$40.48
Building Inspector II	9	\$30.21	\$37.77	\$31.43	\$39.30	\$32.38	\$40.48
Building Official - Firefighter	12	\$34.98	\$43.72	\$36.39	\$45.48	\$37.49	\$46.86
		(7/1/2019)	(7/1/2019)	(7/1/2020)	(7/1/2020)	(7/1/2021)	(7/1/2021)
		(2%)	(2%)	(1%)	(1%)	(1%)	(1%)
Custodian	1	\$20.86	\$26.06	\$21.49	\$26.85	\$22.14	\$27.66
Building Maintenance Supervisor	5	\$25.35	\$31.69	\$26.12	\$32.65	\$26.91	\$33.63
Fire Technician	5	\$25.35	\$31.69	\$26.12	\$32.65	\$26.91	\$33.63
Police Administrative Assistant	5	\$25.35	\$31.69	\$26.12	\$32.65	\$26.91	\$33.63
Intermediate Accounting Clerk	5	\$25.35	\$31.69	\$26.12	\$32.65	\$26.91	\$33.63
Park & Recreation Coordinator	5	\$25.35	\$31.69	\$26.12	\$32.65	\$26.91	\$33.63
Senior Accounting Clerk	6	\$26.62	\$33.27	\$27.43	\$34.28	\$28.26	\$35.31
Zoning Administrator	8	\$29.35	\$36.68	\$30.24	\$37.79	\$31.15	\$38.93
Senior Engineering Technician	9	\$30.82	\$38.53	\$31.75	\$39.69	\$32.71	\$40.89
Building Inspector II	9	\$30.82	\$38.53	\$31.75	\$39.69	\$32.71	\$40.89
Building Official - Firefighter	12	\$35.68	\$44.59	\$36.75	\$45.94	\$37.86	\$47.33

Note: New Employees will start at the appropriate step on the City pay scale, as determined by the City Administrator.

APPENDIX B – EDUCATIONAL INCENTIVE POLICY

Tuition Reimbursement

To be considered for tuition reimbursement the employee must have been employed by the City for at least one year. Prior to July 1st of the preceding year requests for reimbursement will be approved if they meet the criteria. All other requests will be considered on a case by case basis by the City Administrator. Courses taken for credit at an approved educational institution must meet the following criteria to be approved for reimbursement:

1. Courses must be directly related to the employee's present position and/or represent a benefit to the City (whether required for a degree program or not) ; OR
2. Courses must be directly related to a reasonable promotional opportunity in the same field of work as present position (whether part of a degree program or not). AND
3. The City will pay the cost of tuition upon successful completion (C grade or better; "pass" in a pass/fail course) of the approved course. Reimbursements will be prorated for part-time employees. The maximum reimbursement per course will be based on an average course cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost.

Tuition reimbursement for an individual employee will not exceed \$2000 per year.

APPENDIX C – LEAVE DONATION POLICY

POLICY:

The City of Forest Lake recognizes that a catastrophic event or major life threatening illness of an employee or immediate family member may deplete an employee's available paid leave. This policy is meant to provide employees with the option of assisting fellow employees at such a time.

City employees having accrued paid leave time will be allowed to donate a portion of such accrued leave time to other City employees who are experiencing such an event or illness.

This policy is to establish the procedure through which eligible employees may voluntarily donate a portion of their accrued paid leave balances to assist another employee who has exhausted all forms of paid leave due to the experience of a catastrophic event or major life threatening illness that will require the employee to be absent for a prolonged period of time from their employment and will result in substantial loss of income to the employee.

The City retains the right to administer the program in any manner it deems to be in the best interest of the City, including the right to amend, alter, limit or eliminate the program.

DEFINITIONS:

Catastrophic event is defined as a car accident or other type of injurious event that prevents the employee from working due to the resulting impairment.

Major life threatening illness is defined as heart attack, stroke, organ transplant, cancer, or any life threatening illness or condition as defined by a physicians' diagnosis using the FMLA medical certification guidelines.

Family member is defined as the employee's spouse, parent, or minor children.

Paid leave is defined as sick leave, vacation leave, or compensatory time.

ELIGIBILITY:

All employees, including exempt, non-exempt, union and non-union employees, may participate in the Leave Donation Program. To be eligible to donate paid leave time to another employee, a request form must be completed and submitted to the Finance department. Requests for participation in the Leave Donation Program will be accepted only for individuals who meet the requirements of this policy and are within one pay period of exhausting all of their accrued paid leave. Employees receiving Workers' Compensation benefits from a work related injury or illness are not eligible to receive donations. Employees must be benefit-eligible, regular staff members in order to participate as a recipient or donor of this program.

CONDITIONS:

The terms and conditions governing the Leave Donation Program are as follows:

- The proposed recipient wants to participate and has completed the Agreement to Participate form.
- An employee will only be eligible to receive donated leave time after all accrued paid leave time has been exhausted.
- A written request to donate leave must be made to the City Administrator on forms designated by the City for that purpose. All requests and approval to donate leave will be kept confidential.
- The City Administrator shall have the right to deny use of donated leave or limit its use if it is determined to be in the best interests of the City.
- No employee will be allowed to receive more than 45 days (360 hours) of donated leave for any single event without the additional approval of the City Council.
- Donation of paid leave will be discontinued once an employee is judged to be disabled by the major medical condition and will not be returning to work.
- Donation of paid leave by City employees will be completely voluntary. No City employee may pressure or otherwise attempt to influence a City employee to donate paid leave.
- An employee who donates accrued paid leave time must read and sign a statement that stipulates that the employee understands the nature of the “gift,” that the donated leave will be irrevocable, that the employee has no control over how the leave is used once it is donated, and that the receiving employee has no obligation to pay it back.
- Donations of accrued paid leave must be made in whole hours, with a minimum of two hours per employee making a donation. Contributions into the Leave Donation Program can be made only if the donating employee has accumulated paid leave in excess of 80 hours.
- An employee is only eligible to receive donated leave for time lost from normal work hours.
- Donated leave hours will be paid out at the recipient’s regular rate of pay.

- Nothing in this policy will be construed to limit or extend the maximum allowable absence under the federal FMLA.
- No provisions of this policy, or its administration, shall be subject to review under the grievance or arbitration provisions of any collective bargaining unit.
- Pursuant to an Internal Revenue Service (IRS) ruling, payments made from donated leave time are considered wages and is taxable income to the recipient.
- Once leave time has been donated, neither the donor nor the eligible employee may revoke the transaction. Any remaining donations will be placed in a leave bank to be administered by the City for future eligible recipients.
- The names of all employees donating or withdrawing leave to or from the leave donation bank will be kept confidential.