

LABOR AGREEMENT

Between the
City of Hopkins
and

AFSCME

2018-2020

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AGREEMENT BETWEEN THE CITY OF HOPKINS AND AFSCME COUNCIL 5

This AGREEMENT (hereinafter referred to as the Labor Agreement or the Agreement is made and has been entered into effective the _____ of June, 2018 by and between the City of Hopkins (the Employer) and the American Federation of State, County, and Municipal Employees, District Council No. 5, Local Union No. (the Union). Unless otherwise indicated, the agreed upon changes are effective on the date the agreement is executed by the Parties. The Employer and the Union (the Parties) agree to be bound by the following terms and provisions.

Article 1- Purpose and Intent

This Agreement is entered into between the CITY OF HOPKINS, hereinafter called the EMPLOYER, and AFSCME COUNCIL 5, hereinafter called the UNION. The intent and purpose of this Agreement is to:

1. Promote sound and mutually beneficial working and economic relationships between parties hereto;
2. Provide an orderly and peaceful means of resolving any grievances which may arise;
3. Specify in writing the full and complete understanding of the parties concerning the terms and conditions of employment for the duration of the AGREEMENT.

The EMPLOYER and the UNION through this AGREEMENT will continue their dedication to the highest quality public service and protection of the public. Both parties recognize the AGREEMENT as a pledge of this dedication.

Article 2- Recognition

2.1 The EMPLOYER recognizes the UNION as the exclusive representative of all clerical, technical and service maintenance employees employed by the City of Hopkins, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding employees of the HRA; Depot; exempt-professional employees; essential employees; confidential employees and supervisory employees and all employees represented by other recognized unions.

2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or the exclusion of a new or modified job position the issue shall be submitted to the Bureau of Mediation Services for determination.

Article 3- Union Security

3.1 Union Dues Payroll Deductions- In recognition of the Union as the exclusive representative, the Employer shall deduct an amount sufficient to provide the payment of the regular monthly Union membership dues uniformly established by the Union from the wages of all employees who have authorized such deduction by the Union. The Union shall certify to the Employer the current amount of regular monthly membership dues which it has uniformly established for all members. Such deductions shall be canceled by the Employer when the member becomes a permanently certified employee in a classification title that is not represented by this bargaining unit.

3.2 Fair Share Fees Payroll Deductions- In accordance with Minnesota Statutes 179A.06, Subd. 3, the Employer shall, upon notification by the Union, deduct a fair share fee from all certified employees who

are not members of the Union. This fee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the Union's regular membership dues or such amount as may otherwise be allowable by law. The Union shall certify to the Employer, in writing, the current amount of the fair share fee to be deducted as well as the names of bargaining unit employees required by the Union to pay the fee.

3.3 National AFSCME P.E.O.P.L.E. Deductions- The Employer shall deduct a specified amount from the biweekly wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union for voluntary contributions to the National AFSCME P.E.O.P.L.E. Committee. Amounts deducted shall be combined with the regular monthly dues deduction provided for in Section 1 of this article and shall be transmitted to the Union in accordance with Section 5 of this article.

3.4 Time of Deductions- The Employer shall deduct Union dues and fair share fees each payroll period. In the event an employee covered by the provisions of this section has insufficient pay due to cover the required deduction, the Employer shall have no further obligations to effect subsequent deductions for the involved payroll period.

3.5 Remittance- The Employer shall remit such membership dues and fair share fees deductions made pursuant to the provisions of this section to the appropriate designated officer of the Union monthly.

3.6 The UNION may designate certain employees from the bargaining unit to act as Stewards and shall inform the EMPLOYER in writing of such choice.

3.7 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgements 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.

Article 4- No Strike- No Lockout

4.1 In recognition of the provisions included in this Agreement for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provisions of this Article may be cause for disciplinary action including discharge.

4.2 No lockout shall be instituted by the Employer during the life of this Agreement provided Section 1 of this Article is not violated by employees or the Union.

Article 5- Union Business and Union Access

5.1 With advance notice to the Employer's immediate supervisor, the Employer agrees that during working hours, on the EMPLOYER'S premises, and without loss of pay, the Local Union President or designated Union Representative shall be allowed reasonable time to: post Union notices and announcements; transmit communications to the EMPLOYER; or consult with the EMPLOYER concerning enforcement of any provisions of this Agreement.

5.2 The EMPLOYER shall provide reasonable designated bulletin board space for use by the UNION in posting notices of UNION business and activities; said bulletin board space shall not be used by the UNION for political purposes other than UNION elections.

5.3 A designated and certified steward shall be granted reasonable time to present grievances to the EMPLOYER during their normal working hours. Such stewards, however, shall not leave their work stations without first obtaining the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. As much notice as possible will be given to supervisors prior to requested leave. The permission of the supervisor shall not be denied without good cause. When a steward or officer of the UNION participates in the reasonable preparation for and/or investigation of the grievance, such steward or officer shall also be authorized time off with pay for this purpose. Stewards and officers of the UNION shall not interfere in any way with the EMPLOYER'S operation or with the performance of work by its employees. Nothing in this subdivision, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.

5.4 Officers and other representatives of the UNION shall not interfere in any way with the EMPLOYER'S operation or with the performance of work by its employees. Nothing in this subdivision, however, shall be construed to limit the proper presentation of grievances provided for by this subdivision.

5.5 A designated and certified steward of the UNION shall be granted reasonable time to attend meetings at which an employee is formally questioned during an investigation into conduct which may lead to disciplinary action during their normal working hours. Such steward, however, shall first obtain the permission of their immediate supervisor and shall notify their immediate supervisor upon returning to work. The permission of the supervisor shall not be denied without good cause. Stewards and other representatives of the Union shall not interfere in any way with the Employer's operation or with the performance of work by its employees.

5.6 With notice to the Assistant City Manager, non-employee representatives of the Union who have been certified to the EMPLOYER may come on the worksite for the purpose of presenting grievances. The UNION agrees that there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other UNION activities on the EMPLOYER'S time by such non-employee representatives, the UNION'S stewards or any officers of the UNION.

5.7 A reasonable number of employees selected by the Union to participate in negotiations, and/or meet and confer sessions with the EMPLOYER, which takes them away from their employment with the EMPLOYER shall be considered to be on paid time provided such meetings occur during the employee's regularly scheduled hours of work and with the EMPLOYER present. No overtime obligation shall accrue to the EMPLOYER related to the employee's participation in such activities. The UNION shall notify the EMPLOYER as far in advance as possible of an employee's participation and the employee shall secure the approval of his/her supervisor. The approval of the supervisor shall not be withheld without legitimate business reasons.

5.8 Upon request, the EMPLOYER may provide the UNION with data on bargaining unit members. Cost to provide data will be determined at the EMPLOYER'S discretion and will not exceed costs as authorized by the Minnesota Government Data Practices Act.

Article 6- Definitions

BASE PAY RATE: The Employee's basic hourly rate exclusive of overtime premium, shift premium, stability or any other special allowances.

CASUAL EMPLOYEE: Part-time positions are non-regular unless stated as regular part-time at the time of hire. These positions are not eligible for benefits (unless required by law) and hours may vary.

CLASS: One or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title can be used with clarity to designate each position; and that the same schedule of compensation can be applied to all positions.

DEPARTMENT: means one of the City of Hopkins Departments.

EMERGENCY: An unforeseen crisis situation or condition so defined by the EMPLOYER.

EMPLOYEE: means any member of the exclusively recognized bargaining unit.

EMPLOYER: means the City of Hopkins.

GRIEVANCE: means a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

FULL-TIME EMPLOYEE: means an employee that works more than 30 hours per week.

LAYOFF: Separation from service with the EMPLOYER necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral consideration.

LEAVE OF ABSENCE: An approved absence from work duty during a scheduled work period with or without compensation.

PART-TIME EMPLOYEE: means an employee that works less than 30 hours per week.

PROBATIONARY PERIOD: all employees shall be probationary employees within the first year of appointment/date of hire to a job classification.

REGULAR EMPLOYEE: means an employee appointed to either a full or part time regular position who has satisfactorily complete the required probationary period for such employment.

SHIFT: means a continuous eight (8) hour work period, or other work period agreed by employee and his or her supervisor.

STEP INCREASE: is an increase that occurs when a regular employee's salary level is adjusted on the step scale (horizontal) after the employee reaches the appropriate year of service and receives a satisfactory performance evaluation from the employee's supervisor.

A RECLASSIFICATION OF POSITION: occurs when a position is changed on the grade scale.

Article 7- Employer Authority

7.1 The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with the laws and regulations of appropriate authorities including municipal personnel policies and work rules

7.2 The prerogatives and authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER: such as, but not limited to:

Direct employees;

Hire, promote, transfer, assign, retain employees in positions and suspend, demote, discharge or take other disciplinary action against employees;

Relieve employees from duties because of lack of work or other legitimate reasons;

Maintain the efficiency of the government operations;

Determine the methods, means, job classifications, and personnel by which such operations are to be conducted or performed;

Take whatever actions may be necessary or desirable in any emergency to promote the public general welfare

Article 8- Individual Rights

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

Article 9- Hours of Work

9.1 This article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay, if any.

9.2 The normal work day shall be eight (8) hours and the normal work week shall be 40 hours, unless waived by the employee and the department head. The sole authority in work schedules is the EMPLOYER. Should it be necessary, in the judgement of the department head to establish permanent daily or weekly work schedules departing from the normal work day or the normal work week, notice of such change shall be given to the Employee and to the Union at least fourteen (14) calendar days in advance of the scheduled change. With such notice, the Employer shall provide the Union the opportunity to meet and confer with respect to the proposed changes.

9.3 An Employee may make a request to their immediate supervisor that they be allowed to work a flexible schedule during the work week. Granting the flexible schedule is at the sole discretion of the supervisor, taking into consideration department needs.

9.4 A Union member may make a request to their immediate supervisor that they be allowed to work an altered work schedule that impacts the defined pay period. An Altered Pay Period is defined as a variation in a normal 40-hour work week, as defined by Section 9.2 of the contract, by an employee who has received prior authorization from their direct supervisor. Granting the flexible schedule is at the sole discretion of the supervisor. The decision on whether to grant a flexible schedule will be based upon work load and staffing requirements. Any hours worked in excess of 40 hours during an approved flexible schedule, would not be eligible for overtime. The granting of a flexible schedule to one employee will not create a requirement to grant a flexible schedule to other employees. The granting of a flexible schedule to an employee will not create a requirement to continue to allow a flexible schedule

beyond one week to grant a new request from that employee for a flexible schedule. Altered pay periods must be documented in writing and signed by both the Employee, Employer and the Assistant City Manager. A copy will be sent to the Union for their record.

Article 10- Overtime

10.1 Non-exempt, hourly employees are eligible for overtime compensation.

10.2 Compensation at the rate of one and one-half (1 ½) times the employee's basic hourly rate shall be due for hours worked in excess 40 hours per week. At the discretion of the Department Head, employees may be granted compensatory time off for hours worked in excess of a normal work day at a rate of one and one-half (1 ½) hours per hour worked.

10.3 In order to qualify for overtime compensation, overtime hours must be previously authorized and subsequently approved by the EMPLOYEE's department supervisor. Overtime compensation shall be calculated by 15 minute intervals and pay therefore shall be for the major portion of the last 15-minute period. Overtime premiums shall be provided in the form of either cash payment or compensatory time as determined appropriate by the EMPLOYER, provided Employees shall have the right to indicate their preference to the EMPLOYER.

10.4 Employees may be assigned to overtime work at the discretion of the EMPLOYER. Employees shall be required to work overtime unless excused by the Employer. Employees who refuse to work overtime may be subject to disciplinary action. When Employees are mandated overtime in excess of three hours per day for five or more consecutive days, the Employer will meet with the affected Employees.

Article 11- Standby Pay

- 1) It is mutually understood and agreed that employees required under this contract to be on standby shall be eligible for standby pay to compensate them for additional duties performed.
- 2) Employees shall be compensated one hour at time and one-half for each day they are required to be on standby duty. Hours actually worked shall be paid at time and one-half. Standby duty is defined as a seven (7) day period wherein an employee is required to respond to service calls 24 hours per day.
- 3) Employees required to be on standby duty on holidays will be paid for the holiday plus time and one-half for any hours worked.
- 4) An employee called in for work at a time other than the employee's regularly scheduled shift will be compensated for a minimum of two and a half (2 ½) hour's pay at one and one-half (1 ½) times the employee's base pay rate. An extension for early report to an assigned shift is not a call back.

Article 12- Emergency Call Back Time

An Employee who is called to duty during scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two (2) hour minimum.

Article 13- Holidays

13.1 Paid holidays will include those ten (10) officially established under Minnesota Statutes 645.44 except Columbus Day, plus the Friday following Thanksgiving and Christmas Eve. Employees must use PTO or Flex Leave to be paid for these holidays.

13.2 Paid holidays are those for which all regular probationary or permanent employees are eligible, immediately upon entering the City service.

Article 14- Discipline

14.1 No Employee shall be disciplined or discharged without just cause.

14.2 Discipline, when administered, will be in one or more of the following forms and primarily in the following order. Both parties agree that the order of discipline below is the progressive order of discipline; however, situations may arise where it will be appropriate to depart from this order.

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge or disciplinary demotion

14.3 If the Employer has reason to administer discipline to any Employee, all reasonable effort will be made to avoid doing so publicly.

14.4 Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of regular Employees are appealable up to and through the arbitration step of the grievance procedure contained in this Agreement. Probationary Employees may be terminated without cause at the discretion of the EMPLOYER.

14.5 Upon the request of either party, the EMPLOYER and the UNION shall attempt to make available to each other all information and evidence, available at that time, that will be used to support a written reprimand, suspension or discharge or defense against such action prior to the Step 2 meeting of the grievance procedure.

Article 15- Grievance Procedure

15.1 This grievance procedure is established for the purpose of resolving disputes involving the interpretation or application of this AGREEMENT.

15.2 The EMPLOYER will recognize stewards selected by the UNION as the grievance representatives of the bargaining unit. The UNION shall notify the EMPLOYER in writing of the stewards and of their successors when so named.

15.3 A grievance is defined as a dispute over the interpretation or application of this AGREEMENT.

15.4 Grievances shall be resolved in the following manner:

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 immediate supervisor designated by the EMPLOYER. The grievance may be presented either orally or in writing. The supervisor will give a final answer, in writing, to such Step 1 grievance within ten (10) business 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 was based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) business days after the supervisor's answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) business days shall be considered waived.

Step 2. The written grievance shall be presented to the employee's department head or other EMPLOYER-designated representative. The department head shall give the employee his/her Step 2 answer in writing within ten (10) business days after receipt of such Step 2 grievance. If a grievance is not resolved in Step 2, such grievance shall be appealed to Step 3 within ten days following the department head's final Step 2 answer. Any grievance not referred in writing by the employee within ten (10) business days shall be considered waived.

Step 3. The written grievance shall be presented to the City Manager. She/he shall give the EMPLOYER'S answer within ten (10) business days after receipt of such Step 3 grievance. If a grievance is not resolved in Step 3, such grievance shall be appealed to Step 4 within ten (10) business days following the City Manager's final Step 3 answer. Any grievance not appealed in writing by the employee within ten (10) business 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 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 Bureau of Mediation Services. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. She/he shall consider and decide only the specific issue submitted to him/her in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted to him/her. 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 shall submit his/her decisions in writing within thirty (30) days following 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 based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented.

15.5 If a grievance is not presented within the time limits set forth above, it will be considered waived by the EMPLOYEE. If a grievance is not appealed to the next step in the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the EMPLOYER'S last response. If the EMPLOYER does not answer a grievance or an appeal within the specified time limits, the EMPLOYEE shall treat the grievance as denied at that step and appeal the grievance to the next step. The time limits established in this Article may be extended by mutual consent of the EMPLOYER and the UNION and shall be in writing.

15.6 If the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, and the EMPLOYEE has the right to pursue a Veteran's Preference claim, the grievance may be appealed either to the grievance procedure outlined in this Agreement or to the Veteran's Preference forum. If appealed to the Veteran's Preference forum, the grievance is not subject to the arbitration procedure as provided in this Article and the Employee shall have waived his/her right to arbitrate pursuant to this Article.

15.7 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

Article 16- Basic Wage Rates

16.1 The attached salary grids set forth the Basic Wage Rates for the classifications covered by this Agreement. The negotiated across the board increases will be paid to all employees in the bargaining unit on the following schedule:

January 1, 2018 2.75%

January 1, 2019 3%

January 1, 2020 3%

16.2 An regular employee may be granted an increase in the basic hourly rate beyond the negotiated across the board increase which is established in this Agreement by one of two ways during the duration of the contract: 1. Step increase 2. Reclassification of position. Casual employees may receive pay increases outside of the negotiated across the board increase at the discretion of the EMPLOYER.

16.3 Personnel evaluations shall be conducted prior to the employee's anniversary date. An evaluation made by the employee's supervisor shall be submitted in writing to the employee and to the City Manager. Employees who receive evaluations which make them eligible for a step increase shall receive the increase on their anniversary date, beginning January 1, 2019. Step increases shall be issued retroactively to January 1, 2018 for this year of the contract.

16.4 Employer agrees to deduct and transmit such amounts of any Employee's Deferred Compensation as Employee authorizes and directs in writing.

Article 17- Severance Pay

17.1 (effective for employees hired prior to August 2, 1998 who have not switched to Flex Leave) After completion of five continuous employment with the City, EMPLOYEES shall be entitled to severance pay calculated by either multiplying the total number of continuous years in the City employ by the daily wage rate prevailing at date of severance, at one and one-half days per year of such employment; or 20% of accumulated sick leave if separation occurs after 5 years but before 15 years, 25% of accumulated sick leave if separation occurs after 15 years but before 20 years, and 33 1/3 % of accumulated sick leave if separation occurs after 20 years, whichever is greater.

17.2 Such severance money shall be paid only in cases where separation occurs for nondisciplinary reasons.

Article 18- Insurance

18.1 Effective January 1, 2018 the EMPLOYER will contribute up to a maximum of Fourteen Hundred Sixty Dollars (\$1,460.00) per month for full-time employees with family, Fourteen Hundred Twenty-Five Dollars (\$1,425.00) for Single+1, or Single + Children group health insurance and Eight Hundred Seventy Dollars (\$870.00) per month for full-time employees with single group health insurance.

Effective January 1, 2019 and January 1, 2020 the EMPLOYER will contribute the following increase amounts for full time employees based off the total increase for the cheapest available plan (for example, if the total increase for the single plan was \$100, the Employer would pay \$95 towards the increase).

	Employer Contribution	Employee Contribution
Single	95%	5%
Single + 1/+ Children	75%	25%
Family	60%	40%

18.2 Employees with single insurance coverage will be eligible to commit the difference between single coverage expense and the EMPLOYER contribution to obtain certain mutually agreed appropriate benefits, such as deferred compensation, additional insurance, or cash. If the benefit is taken as cash, the amount will be reduced by payroll taxes.

18.3 Full time Employees who choose to opt out of the City's health insurance program will receive \$360.00 to obtain certain mutually agreed appropriate benefits. Employees wishing to opt out must provide proof of insurance coverage through another provider. In lieu of the \$360.00, employees hired after August 1, 2004 will receive \$100.00 per month if they opt out of the City's health insurance program.

Article 19- Paid Time Off (PTO)

(effective for employees hired prior to August 2, 1998 who have not switched to Flex Leave)

19.1 Each regular and probationary employee shall earn PTO according to the following:

0-5 years	184 hours
After 5 years	224 hours
After 10 years	232 hours
After 11 years	240 hours
After 12 years	248 hours

After 13 years	256 hours
After 14 years	264 hours
After 25 years	304 hours

19.2 PTO may be used as earned, provided that the employee's supervisor shall in each case determine the time when such PTO may be taken.

19.3 Employees may accrue PTO to a maximum of 200% of their annual entitlement. Any employee whose accrued PTO exceeds their cap on December 31 of any year will lose all of the time that exceeds that cap. An employee may appeal to the City Manager to exceed the cap if department scheduling problems or other unusual circumstances prevent the employee from using sufficient vacation during the year. The employee's supervisor must attest to the existence of the problem.

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

19.5 No employee shall be permitted to waive PTO for the purpose of receiving double pay.

19.6 Regular part-time employees will receive PTO on a pro-rata basis.

19.7 Conversion Option: Every employee may convert up to 40 hours of paid time off to the City's deferred compensation program or cash each year. After 15 years an employee may convert up to 80 hours. After 25 years an employee may convert up to 120 hours. An Employee may appeal to the City Manager to convert a higher number of hours if department scheduling problems or other unusual circumstances prevent the Employee from using sufficient leave during the year. The Employee's supervisor must attest to the existence of the problem.

Article 20- Sick Leave

(effective for employees hired prior to August 2, 1998 who have not switched to Flex Leave)

20.1 Sick leave with pay shall be granted to all probationary or regular full-time employees at the rate of one (1) working day for each calendar month of full-time service or major fraction thereof less sick leave used. Regular part-time employees will receive sick leave credit on a pro rata basis.

20.2 Sick leave shall be computed on a calendar year basis and may be accumulated to a total of not more than one hundred twenty (120) working days, with banking after this maximum, which bank can only be used for extended illness of more than 3 days.

20.3 Sick leave may be granted when necessary for personal illness, legal quarantine or because of serious illness in the employee's family as defined in Minn. Stat 181.9413 or death of spouse, children, siblings, parents, in-laws, grandchildren, grandparents, aunts, uncles and cousins by blood, marriage or adoption.

20.4 In order to be eligible for sick leave with pay, the employee shall:

- (a) Report promptly to his/her department head the reasons for his/her absence;

(b) Keep his/her department head fully informed at all times of his/her condition, including written permission to the City Manager to make inquiries of such employee's physician, surgeon or other health establishment

(c) Submit a medical certificate for any absence at the request of the department head;

(d) Furnish upon demand to the City Manager any other information of medical certificate at any time that he/she may require

20.5 No sick leave shall be granted except as permitted in this article and the claiming of sick leave whenever herein prohibited may be cause for disciplinary action, including transfer, suspension, demotion, or dismissal by the City Manager.

20.6 Any employee covered by this Article who is unable to work at his/her City occupation because of injuries sustained by him/her during the course of such employment and is, therefore, entitled to or receiving Workmen's Compensation, may at his/her written request elect to receive his/her sick leave pay, and may thereupon pay to the City all Workmen's Compensation which he/she received, the same to be credited to his/her sick leave account at his/her basic monthly rate.

20.7 The regular working time consumed by employees using earned PTO leave or sick leave shall be considered to be working time for the purpose of accumulating additional PTO leave or sick leave.

Article 21- Flex Leave

Employees, who are employed with the City as of August 2, 1998, can continue on the existing PTO and sick leave program or choose to participate in the flex leave program. Employees who choose to participate in the Flex Leave program cannot return to the vacation and sick leave program.

Employees hired after August 2, 1998 shall participate in the Flex Leave program without option. Regular employees are eligible for flex leave benefits. In cases of part-time benefits, benefits shall be pro-rated based on hours worked.

Flex Leave Accrual Schedule

Year	Leave Hours	Year	Leave Hours	Year	Leave Hours	Year	Leave Hours	Year	Leave Hours
1	248	6	280	11	304	16	328	21	344
2	256	7	288	12	304	17	328	22	344
3	264	8	288	13	312	18	328	23	344
4	272	9	296	14	320	19	328	24	344
5	280	10	296	15	328	20	344	25	368

21.1 An Employee may make a request to their immediate supervisor that they be allowed to work a flexible schedule during the work week. A flexible schedule is defined as a variation in a normal work day of eight (8) hours, as defined by Section 9.2 of, by a bargaining unit employee who has received prior authorization from their direct supervisor.

Granting the flexible schedule is at the sole discretion of the supervisor. The decision on whether to grant a flexible schedule will be based upon work load and staffing requirements.

21.2 Flex Leave is accrued on a per pay period basis and may be used subsequent to the pay period in which it was earned.

Requests for flex leave for reasons other than illness or injury must be submitted to the supervisor a reasonable time in advance of the period of time for which such leave is requested to enable the supervisor to arrange for normal continuance of the department functions. In such cases, requested flex leave will not be unreasonably refused, but shall be subject to and coordinated with the administrative and managerial needs of the City.

Emergency use will require notification of the Supervisor within 30 minutes' prior the employee's scheduled work day, if the employee is not at work, or notification of the Supervisor before leaving work.

Emergency use may require documentation of the emergency. If unplanned leave shows a pattern suggesting abuse, the supervisor shall notify the employee of his/her concern. If such abuse continues the employee shall be warned in writing that such continued abuse may be cause to deny future unplanned leave requests without a physician's note.

Article 22- Leaves of Absence

22.1 Except as otherwise provided in this AGREEMENT, written request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the discretion of the Employer and must be approved by the EMPLOYER in advance. Upon application by the employee, leaves of absence may be extended or renewed at the discretion of the EMPLOYER.

22.2 All leave of absence requests shall be given reasonable consideration by the EMPLOYER. EMPLOYER agrees to provide communication with the EMPLOYEE on the status of their requests.

Article 23 – Unpaid Leaves of Absence

Unpaid leaves of absence which regular employees are entitled to include, but are not limited to, the following:

Appointed and Elected Office Leave;

Union Leave;

Military Leave;

School Conference and Activities Leave;

Family and Medical Leaves

Article 24- Leaves of Absence with Pay

Leaves of absence with pay may be granted to permanent employees under the provisions of this article when approved in advance by the Employer prior to the commencement of the leave. Paid leaves of absence which regular employees are entitled to may include, but are not limited to, the following:

Jury Duty and Court Witness Leave;

Military Leave;

Bone Marrow Donation Leave

Article 25- Bereavement Leave

Employees are eligible to use the Citywide Bereavement Leave policy. The City agrees to not reduce the benefits provided by the citywide program during the length of this contract.

Article 26- Voting Leave

Every employee who is eligible to vote in an election has the right to be absent from work for the time necessary to appear at the employee's polling place, cast a ballot and return to work on the day of the election, without penalty or deduction from salary or wages because of absence. For purposes of this section, 'election' means a regularly scheduled state primary or general election, any local election for city or county officials, an election to fill a vacancy in the office of United States Senator or United States Representative, or an election to fill a vacancy in the office of state senator or state representative.

Article 27- Parental Leave

Employees are eligible to use the Citywide Paid Parental Leave policy, effective January 1, 2019. The City agrees to not reduce the benefits provided by the citywide program during the length of this contract.

Article 28- Tuition Reimbursement

Employees may receive reimbursement for the cost of tuition and required textbooks subject to the City's Tuition Reimbursement Program. The City agrees to not reduce the benefits provided by the citywide program during the length of this contract.

Article 29- Vacancies

29.1 Whenever vacancies appear in the municipal service for full time positions, it shall be the policy to fill such vacancies by promotion of other fully qualified regular or temporary employees, when possible based upon the employee's qualifications and ability to perform the required duties.

29.2 If there are two or more regular employees in line for such promotion, and they possess equal qualifications, it shall be the policy that the Employer will give reasonable consideration to the senior employee.

Article 30- Meet and Confer

The parties agree to meet and confer when issues outside of the terms and conditions of employment are identified.

Article 31- Layoff and Recall from Layoff

31.1 Whenever any permanent position is to be abolished or it becomes necessary because of lack of funds or lack of work to reduce the number of employees in the classified service in any department, the

status of involved employees shall be determined by the following provisions and the involved employees will be notified.

31.2 A reduction of work force will be accomplished on the basis of seniority. Employees who have at least two (2) years of City seniority shall have the right to bump into previously held classifications within the same or lower pay grade(s). In all cases, however, the bumping employee must meet the current minimum qualifications of the claimed position and must be qualified to perform the required work.

31.3 The Employer shall make every reasonable effort under the circumstances to provide affected employees with at least thirty (30) calendar days' notice prior to the contemplated effective date of a layoff.

31.4 An employee in the classified service who has been laid off shall be offered recall without examination to a vacant position of the same classification provided the employee continues to meet the current minimum qualifications of the position. 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 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 32- Seasonal Laborers

32.1 Seasonal Laborers are employed by the Employer on a seasonal or temporary basis for no more than 180 calendar days per fiscal year in a full time or part time (more than 14 hours per week) capacity.

32.2 Seasonal Laborers will be paid at a rate set by the EMPLOYER which will not exceed the starting salary of the AFSCME pay grid.

32.3 Seasonal Laborers will not permanently or temporarily replace any position currently represented by AFSCME.

32.4 Seasonal Laborers will not be eligible for any benefits under this Agreement except those which may be required by law.

Article 33- Savings Clause

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Hopkins. 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 judgement or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. Upon written request of either party, the parties shall meet and negotiate on a substitute provision for the voided provision.

Article 34- Uniforms

Public Works Employees required to wear a uniform shall be given an allowance up to \$475 per year.

Article 35- Work Rules

The Employer may establish and enforce work rules that are not in conflict with this Agreement. A copy of the Employer's work rules shall be available on or about the work site for Employees subject to such rules. Upon request, such rules shall also be made available to the Union. Management reserves the right to make any changes at any time by adding to, deleting, or changing existing rules. Revisions to such work rules will be labeled as new or amended and shall be posted or disseminated in advance of their effective date. Work rules are only general guidelines, and nothing in work rules establishes a contract or promise of employment or specific terms of employment between employees and the City. The establishment of work rules does not protect against what is considered apparent and obvious expectations that were omitted, the City retains the right to terminate or discipline for any just cause.

Article 36- Post- Employment Health Plan

36.1 All regular employees represented by AFSCME will participate in the Minnesota State Retirement System(MSRS) Health Care Savings Plan (HCSP) pursuant to Minnesota Statute 352.98, which shall be administered as provided by law.

36.2 Regular employees shall contribute the following amounts to the Plan:

1% of gross salary

36.3 The plan will also be funded by 100% of severance pay and/or accumulated flex leave due to the employee upon separation from employment with the City.

Article 37- Waiver

37.1 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.

37.2 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. 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 of the parties at the time this contract was negotiated or executed.

Article 38- Advanced Resignation Notice Program

Employees are eligible for the Citywide Advanced Resignation Program. The City agrees to not reduce benefits of the Advanced Resignation Program during this contract period.

Article 39- Duration

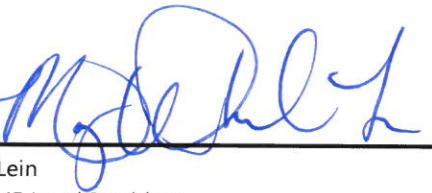
This Agreement shall be effective as of January 1, 2018, and shall remain in full force and effect until December 31, 2020 or until such time thereafter as a new AGREEMENT becomes effective. In witness whereof, the parties hereto have executed this AGREEMENT on this date, June 19 2018.

X 


Kate Black
Field Representative, AFSCME Council 5

X 

City Manager, City of Hopkins

X 

Mary Lein
AFSCME Local President

X 

Mayor, City of Hopkins

2018 Regular Employee Wage Schedule

2018 2.75% INCREASE

GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13
4	16.28	16.75	17.23	17.70	18.17	18.65	19.12	19.60	20.07	20.55	21.02	21.50	21.97
5	18.64	19.18	19.73	20.27	20.81	21.36	21.90	22.44	22.99	23.53	24.08	24.62	25.16
6	21.00	21.61	22.23	22.84	23.45	24.06	24.68	25.29	25.90	26.52	27.13	27.74	28.35
7	23.36	24.04	24.72	25.40	26.08	26.76	27.44	28.12	28.80	29.49	30.17	30.85	31.53
8	25.72	26.47	27.22	27.97	28.72	29.47	30.22	30.97	31.72	32.47	33.22	33.97	34.72
9	28.67	29.50	30.34	31.18	32.01	32.85	33.68	34.52	35.36	36.19	37.03	37.86	38.70

Inspectors hired prior to 6/18/2018 receive \$0.30/hr premium pay.

Casual Employee Wages Ranges

Building Attendants \$10 - \$16 per hour