

**LABOR AGREEMENT
BETWEEN
THE CITY OF ROBBINSDALE
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES MINNESOTA COUNCIL 5,
AFL-CIO, LOCAL 2454**

January 1, 2018 to December 31, 2019

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ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Robbinsdale, hereinafter called the EMPLOYER, and the American Federation of State, County and Municipal Employees, Minnesota Council 5, AFL-CIO, Local 2454, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment.
- 1.2 Establish procedures for the resolution of disputes concerning 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 II - 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-1540, who are public employees within the meaning of MN Stat. 179A.03, Subd. 14, excluding supervisory, confidential, essential, or other employees represented by a certified exclusive representative.

ARTICLE III - 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 such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of the UNION and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the representative by the first of the succeeding month, after such deductions are made.
- 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 Any present or future bargaining unit 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 the said fee from the earnings of the employee and transmit the same to the Union. This provision shall remain operative as provided by Minnesota Law, and is otherwise legal.
- 3.6 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.

ARTICLE IV - 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 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 V - 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 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) working days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative shall discuss and give an answer to such Step 1 grievance within ten (10) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing by the EMPLOYEE'S UNION representative setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed by the EMPLOYEE'S UNION representative to Step 2 within ten (10) working 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) working 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) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working 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) working days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed in Step 3 may 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 established by the State Bureau of Mediation Services. By mutual agreement of the parties, a grievance may be submitted to the State Bureau of Mediation Services for grievance mediation prior to the request for arbitration. If a grievance submitted for grievance mediation remains unresolved upon conclusion of the mediation, the UNION shall have five (5) working days to submit a request for arbitration or the grievance shall be considered waived.

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 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.

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 agreement of the EMPLOYER and the UNION.

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

ARTICLE VI - DEFINITIONS

- 6.1 UNION: The American Federation of State, County and Municipal Employees.
- 6.2 EMPLOYER: The City of Robbinsdale.
- 6.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Minnesota Council 5, AFL-CIO, Local 2454.
- 6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 6.5 FULL-TIME EMPLOYEE: An EMPLOYEE who is regularly scheduled to work forty (40) hours during each seven (7) day period.
- 6.6 OVERTIME: Work performed by non-exempt employees at the express authorization of the EMPLOYER in excess of eight (8) hours within a twenty-four (24) hour period or forty (40) hours within a seven (7) day period.
- 6.7 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.

- 6.8 REGULARLY SCHEDULED PART-TIME EMPLOYEE: A part-time employee who is scheduled by the employer to work a minimum of 20 hours/week on a monthly basis.

ARTICLE VII - SAVINGS CLAUSE

This AGREEMENT is subject to 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 VIII - 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 excluding an unpaid meal period. The normal workweek for a FULL-TIME EMPLOYEE shall be forty (40) hours 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 work-days different from the EMPLOYEE'S normal work day.
- 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 work more than the workday. EMPLOYEE'S have an obligation to work overtime or call backs if requested unless unusual circumstances prevent the EMPLOYEE from so working.
- 8.4 Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays.

ARTICLE IX - OVERTIME PAY - NON-EXEMPT EMPLOYEES

- 9.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period or forty (40) hours within a seven (7) day period by non-exempt employees will be compensated for at one and one-half (1-1/2) times the EMPLOYEE'S regular base pay rate. Where an employee has requested an instance of early report or extension to the work day which is not a requirement of the employer, the hours worked in excess of the 8 hour regular work day shall not be eligible for overtime payment.
- 9.2 Overtime will be distributed as equally as practicable.
- 9.3 Overtime refused by EMPLOYEES will for record purposes under ARTICLE 9.2 be considered as unpaid overtime worked.
- 9.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE X - COMPENSATORY TIME - NON-EXEMPT EMPLOYEES

- 10.1 Subject to the approval of the department head, FULL-TIME EMPLOYEES may receive compensatory time in lieu of overtime pay.
- 10.2 The maximum amount of compensatory time, which can be accumulated, is twenty-four (24) hours.
- 10.3 Compensatory time may be used only with the permission of the employee's department head.

ARTICLE XI - CALL BACK - NON-EXEMPT EMPLOYEES

An EMPLOYEE called in for work at a time other than the EMPLOYEE'S normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1-1/2) times the EMPLOYEE'S base pay rate. An extension of or early report to an assigned shift qualifies as a call-back if 24 hours or less notice is provided.

ARTICLE XII - 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 XIII - DISCIPLINE

- 13.1 The EMPLOYER will discipline EMPLOYEES only for just cause. Discipline will be in one or more of the following forms:
 - a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 13.2 Discipline in the form of written reprimand, suspension, demotion or discharge will be submitted to the employee in writing within seven (7) calendar days of the occurrence and shall state the reasons for the action taken.
- 13.3 Administration of disciplinary action in the form of a written reprimand, suspension, demotion or discharge will not be given unless the employee has been given an opportunity to have a UNION representative present at such meeting.
- 13.4 An employee may request, in writing, the 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 Employer retains sole discretion to approve or deny the request.

ARTICLE XIV - SENIORITY

- 14.1 Employer seniority is an employee's length of continuous service from date of hire.
- 14.2 Classification Seniority. Classification seniority is the length of service in a specific job classification within the bargaining unit.
- 14.3 Employer seniority will be the determining criterion for filling vacancies only when the job-relevant qualification factors between APPLICANTS are equal.

- 14.4 Employer seniority will be the determining criterion for lay offs only when the job-relevant qualification factors between EMPLOYEES are equal.
- 14.5 Employer seniority will be the determining criterion for recall when the job-relevant qualification factors between EMPLOYEES 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.

ARTICLE XV - PROBATIONARY PERIODS

- 15.1 All newly hired or rehired EMPLOYEES will serve a six (6) month probationary period.
- 15.2 All EMPLOYEES will serve a six (6) month probationary period in any job classification in which the EMPLOYEE has not served a probationary period.
- 15.3 At any time during the probationary period a newly hired or rehired EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.
- 15.4 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.
- 15.5 Employees who have completed the designated period of probationary service, and who have not received before completion of such a written notice from the Employer that their services are terminated, shall be considered to have successfully completed the probationary period and shall automatically receive status as a regular Employee.

ARTICLE XVI - 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 XVII - JOB POSTING

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

ARTICLE XVIII - INSURANCE

- 18.1 The EMPLOYER will contribute up to a maximum of \$1030 per month per FULL-TIME EMPLOYEE for group health, dental and life insurance for calendar year 2018. The contract will reopen for insurance for 2019.
- 18.2 FULL-TIME EMPLOYEES not choosing dependent coverage will receive the balance of the EMPLOYER benefit contribution as a cash payment or in an EMPLOYER sponsored deferred compensation program at the choice of the EMPLOYEE. Additional life insurance can be purchased by FULL-TIME EMPLOYEES at the EMPLOYEE'S expense to the extent allowed under the EMPLOYER'S group policy.

ARTICLE XIX - VACATION

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

19.1 Each FULL-TIME EMPLOYEE shall earn vacation time from the date of their employment based upon the following schedule:

1 through 5 years of service - 80 working hours per year

6 through 10 years of service - 120 working hours per year

Commencing the 11th year of service 8 hours added for each year of service to a maximum of 160 working hours per year.

After twenty (20) full years of service, eight (8) additional hours will be earned each year to a maximum of two hundred (200) hours. Vacation shall be earned for full calendar months of employment only.

19.2 FULL-TIME EMPLOYEES may accrue vacation leave as follows:

1 through 5 years of service - 120 working hours per year

6 through 10 years of service - 160 working hours per year

11 plus years of service - a maximum of forty (40) working hours more than which they are entitled to accrue during the year.

19.3 Vacation leave may be used as it is earned by FULL-TIME EMPLOYEES provided that the division or department head shall approve the time at which the vacation leave may be taken. FULL-TIME EMPLOYEES under the probationary period are allowed to use their accrued vacation leave.

19.4 Vacation leave may not be waived for the purpose of receiving double pay.

19.5 Retirement/Termination Vacation Leave: FULL-TIME EMPLOYEES who leave the service of the City in good standing after providing proper notice of their termination of employment shall be compensated for the amount of vacation accrued and unused at the date of their separation.

19.6 Upon the death of a FULL-TIME EMPLOYEE, his or her designated beneficiary shall be paid vacation severance owed the FULL-TIME EMPLOYEE pursuant to Section 19.5.

ARTICLE XX - SICK LEAVE

20.1 Each FULL-TIME EMPLOYEE shall accrue sick leave at the rate of eight (8) hours for each calendar month of full time employment.

20.2 Sick leave so accrued may be utilized only after completion of the initial probationary period of 1040 hours of FULL-TIME employment with the City. Sick leave cannot be used or borrowed prior to being accrued or used during a vacation or unpaid leave of

absence subject to the following exception. If an employee is hospitalized during a pre-approved vacation, the employee may use sick leave for the period of time that he/she is hospitalized as evidenced by medical certification.

- 20.3 FULL-TIME EMPLOYEES may take sick leave only for absence from duty as a result of personal illness, personal injury, disability related to childbirth, legal quarantine, personal doctor and dental appointments or serious illness of a regular member of the employee's household. If a family member, (i.e. employee's own parents, spouse, siblings, children, grandparents, grandchildren, spouse's parents and spouse's children), is not a regular member of the FULL-TIME EMPLOYEE'S household, the FULL-TIME EMPLOYEE may use up to twenty-four (24) hours of his or her accrued sick leave bank upon furnishing a doctor's statement citing the family member's emergency or critical illness and the necessity for requiring the FULL-TIME EMPLOYEE'S care or presence.
- 20.4 The accumulation of sick leave is permitted to a total of not more than 960 hours.
- 20.5 FULL-TIME EMPLOYEES are required to follow the following four steps in order to be eligible for payment of sick leave pay:
- a) Report immediately to the department head the reason for this absence.
 - b) If the absence is more than three days in length, the FULL-TIME EMPLOYEE must keep the department head informed of his or her condition.
 - c) If required by the City Manager, FULL-TIME EMPLOYEES must submit a proper medical certificate for absences exceeding twenty-four (24) hours.
 - d) If any FULL-TIME EMPLOYEE has been incapacitated for the period of the absence or a major part thereof, FULL-TIME EMPLOYEE must provide medical evidence of the physical ability to perform the duties of the job.
- 20.6 FULL-TIME EMPLOYEES who claim sick leave when physically and mentally fit, unless under specific provision of this AGREEMENT, shall be subject to disciplinary action, including but not limited to transfer, suspension, demotion, or dismissal.
- 20.7 Worker's Compensation benefits which are required by a FULL-TIME EMPLOYEE during sick leave shall be deducted from compensation due the FULL-TIME EMPLOYEE and shall be credited to the FULL-TIME EMPLOYEE'S sick leave to the nearest multiple of one-half day.
- 20.8 FULL-TIME EMPLOYEES who leave the service of the City in good standing after providing proper notice of their termination of employment shall be compensated for a percentage of accrued and unused sick leave at their current wage at the following rate.
- After 20 years —50% of accumulated sick leave.
 - After 17 years —40% of accumulated sick leave.
 - After 13 years —35% of accumulated sick leave.
 - After 8 years —25% of accumulated sick leave.
 - After 2 years —15% of accumulated sick leave.

- 20.9 Sick leave accrued over 960 hours and of record December 31 will be paid at a rate of four hours for each eight hours accrued. Said payments shall be based on the December 31 salary rate.
- 20.10 Retirement/Termination Sick Leave. Upon termination or retirement, four hours for each eight hours of leave over 960 hours shall be paid to all employees who terminate employment after giving proper notice.
- 20.11 Upon the death of a FULL-TIME EMPLOYEE, his or her designated beneficiary shall be paid sick leave severance owed the FULL-TIME EMPLOYEE pursuant to Section 20.8.

ARTICLE XXI - ACCRUAL DURING LEAVE

- 21.1 FULL-TIME EMPLOYEES on approved paid leave shall be considered to be working for the purpose of accumulating additional sick leave and vacation leave. This does not apply to termination or retirement leave payments. FULL-TIME EMPLOYEES on Workers Compensation for a period of more than six months shall not continue to accumulate additional vacation or sick leave after six months absence from duty.

ARTICLE XXII - FUNERAL LEAVE

- 22.1 After completion of the initial probationary period, FULL-TIME EMPLOYEES shall receive leave with pay in the event of a death in the Immediate Family or a person regularly residing in the employee's immediate household. "Immediate Family" means spouse (including Life Partner), children (including stepchild/foster child), parent (including stepparent or legal guardian), sibling (including step sibling), sibling's spouse or child, aunt/uncle, grandparent, grandchild, and spouse's child, parent, grandparent, sibling, and sibling's spouse or child.
- 22.2 Funeral leave may not exceed twenty-four (24) hours during each twelve months of employment. However, funeral leave shall be accumulative in the event it is not used subject to a limitation of forty-eight (48) hours per calendar year with no more than twenty-four (24) hours per funeral.
- 22.3 There will be no termination payment for unused funeral leave.
- 22.4 The employee may use up to three (3) days sick leave when one of the following situations occur: 1) death in the immediate family occurs prior to completion of probationary period, 2) an employee's spouse dies; or 3) more than one death in the immediate family occurs in one year.

ARTICLE XXIII - JURY DUTY

In the case of jury duty, the employee shall receive an amount of compensation, which will equal the difference between the employee's regular pay and compensation paid for jury duty.

ARTICLE XXIV - LEAVE WITHOUT PAY

- 24.1 With advance approval of the department head and City Manager, a FULL-TIME EMPLOYEE may be granted leave of absence without pay or benefits for a period not to exceed 720 hours for sickness, disability, disability related to childbirth, child care leave,

or other good and sufficient reasons which are to be in the best interests of the municipality. Disability related to childbirth is the period in which a mother is considered disabled as determined by a physician. Childcare leave refers to time spent caring for a child in conjunction with its birth or adoption, but does not include the period of disability related to childbirth.

- 24.2 Return to Work. At the end of a leave of absence without pay, the employee shall be reinstated to the original job or an available comparable job. This provision does not prevent employee from being subject to lay off.
- 24.3 Benefits Not Accruable. No benefits shall accrue to any employee when on leave of absence without pay. Insurance coverage may be obtained by employee paying full premium.
- 24.4 Proof Required for Sickness, Disability Leave. The department head or City Manager may require written documentation on a regular basis from the employee's physician pertaining to a leave of absence without pay for sickness, disability, and disability related to childbirth in order to certify the employee's condition. An employee may also be required to undergo an examination by a physician designated by the City at its expense.

ARTICLE XXV - UNIFORMS

The EMPLOYER shall provide all EMPLOYER required uniform and equipment items.

ARTICLE XXVI - REST PERIODS

All EMPLOYEES shall be entitled to one fifteen-minute break period during each four hours worked.

ARTICLE XXVII - HOLIDAYS

- 27.1 The following will be observed as paid holidays for regular and probationary FULL-TIME EMPLOYEES:

New Years Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day.	

- 27.2 The FULL-TIME EMPLOYEE shall receive an additional personal holiday of his or her choice, subject to supervisor's approval. The personal holiday cannot be carried over from one year to the next.
- 27.3 When any of the following holidays fall on Sunday, the following Monday shall be considered the holidays for purposes of this Section; similarly, when any of the following holidays fall on Saturday, the preceding Friday shall be considered the holiday for purposes of this Section: New Year's Day, Independence Day, Veterans Day, Christmas Eve Day, Christmas Day. Except when Christmas Day falls on a Saturday, the Christmas Day holiday will become a floating holiday which may only be used during the 4th

quarter of that year and subject to supervisor's approval or when Christmas Eve Day falls on a Sunday, the Christmas Eve Day holiday will become a floating holiday under the same provisions.

- 27.4 FULL-TIME EMPLOYEES shall be eligible for holiday pay provided they are on compensated status the scheduled day before and the scheduled day after the holiday.
- 27.5 Employees assigned to work on any designated Holiday to receive an additional $\frac{1}{2}$ hour pay for each hour worked on these days.

ARTICLE XXVIII - WAIVER

- 28.1 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.
- 28.2 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 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 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 conditions 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 XXIX - PART-TIME EMPLOYEE BENEFITS

- 29.1 Vacation: Vacation leave shall be earned, accrued, and used according to the following provisions:
Each part-time employee regularly scheduled to work 20 hours per week or more on a monthly basis shall earn vacation time from the date of their employment based upon the following schedule:
1-5 calendar years of service - pro rated based on 80 hours/year for 40 hr work/week.
6-10 calendar years of service - pro rated based on 120 hours/year for 40 hr work/week.
Commencing the 11th year of service pro-rata leave of 8 hours added for each year of service to a maximum of 160 hours/year.
Note: Years of service are actual years of service in a regular part-time position.
- 29.2 Part-time employees regularly scheduled to work 20 hours per week or more on a monthly basis may carry forward a maximum of one-week vacation based on their typical workweek.
- 29.3 Vacation leave may be used by eligible part-time employees upon completion of their probationary period and provided that the division or department head shall approve the time at which the vacation leave may be taken.

- 29.4 Vacation leave may not be waived for the purpose of receiving double pay.
- 29.5 Employees who leave the service of the City in good standing after completion of their probationary period and after providing proper notice of their termination of employment shall be compensated for the amount of vacation accrued and unused at the date of their separation.
- 29.6 Upon the death of an employee, his or her designated beneficiary shall be paid vacation severance owed the employee pursuant to the preceding section.
- 29.7 Holiday Leave: Part-time employees regularly scheduled to work 20 hours per week or more on a monthly basis shall receive pro-rata holiday pay credited during the pay period for the holidays listed in Article 27.1 occur. Each eligible employee shall also receive an additional pro-rated 8 hours of holiday time based on 8 hours/year for a 40 hour/personal holiday of his or her choice subject to supervisor's approval. The personal holiday cannot be carried over from one year to the next.
- 29.8 Regularly scheduled part-time employees eligible to accrue vacation leave under this Article will be able to accept donated sick leave under the EMPLOYER'S sick leave donation policy.
- 29.9 The EMPLOYER will review and adjust vacation accrual rates on a quarterly basis. Vacation balance will be adjusted on actual paid hours in previous quarter (i.e. vacation hours to be added/subtracted based on actual paid hours rounded up to the nearest hour.)
- 29.10 The EMPLOYER will provide single health and single dental insurance for employees who are regularly scheduled to work 35 hours or more per week.

ARTICLE XXX - TRANSFER, PROMOTION OR DEMOTION PROCEDURE

- 30.1 Promotion. If the rate of pay in the former class is less than the minimum rate established for the class of the new position, the rate shall be advanced to the minimum of the class to which the employee is promoted. In all cases of promotion the pay shall be increased by an amount equal to at least one step of the pay range from which promoted. In no event shall the rate of pay be more than the maximum rate of the class to which the employee is promoted.
- 30.2 Demotion. If the rate of pay in the former class is more than the maximum rate established for the class of the new position, the rate shall be reduced to the maximum rate or an intermediate step of the range of the class to which the employee is demoted, determination to be made solely by the EMPLOYER.
- 30.3 Transfer. A transfer which is neither a promotion or a demotion, if the rate of pay of the former class falls within the range of the new class, the pay shall remain the same. In no event shall the rate of pay be more than the maximum rate of the class to which the employee is transferred.

ARTICLE XXXI - LEGAL DEFENSE

31.1 The EMPLOYER shall defend and indemnify any of its employees for damages, including punitive damages, claimed or levied against the employee, providing that the employee was acting in the performance of the duties of the position and was not guilty of malfeasance in office, willful neglect of duty, or bad faith.

ARTICLE XXXII - NON-DISCRIMINATION

Neither the UNION nor the Employer will discriminate against any employee on any basis prohibited by law.

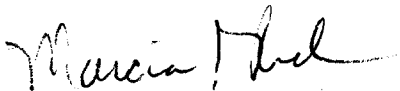
ARTICLE XXXIII - DURATION

This AGREEMENT shall be effective as of 1st day of January, 2018 shall remain in full force and effect until the 31st day of December 2019.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 6th day of March, 2018

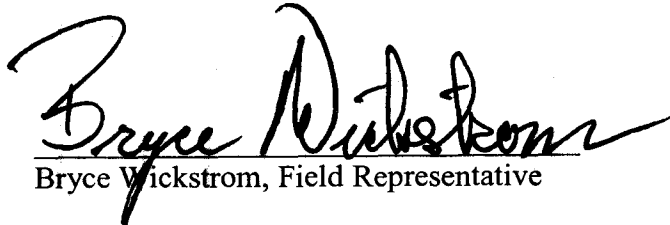
FOR THE CITY OF ROBBINSDALE

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL NO. 5, AFL-CIO, LOCAL 2454:

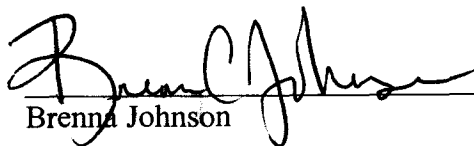


Marcia Glick, City Manager

Erica Kantola, Field Representative



Bryce Wickstrom, Field Representative



Brenna Johnson



Brittany Sibell

APPENDIX A

The following table shows the wage schedule for 2018 and 2019. Wage assignment shall be the minimum of 2% of the employee's wage rate on 12-31-17 or Step 1 of the position. Employees working through steps on the 2017 wage schedule will have a scheduled step adjustment in 2018. Those at top step 6 in the 2017 wage schedule will have steps on position classification hire date starting 11-1-2018

1	2	3	4	5	6	7	2018 Schedule
13.63	14.17	14.60	15.11	15.64	16.19	16.75	RCC Supervisor
16.23	16.80	17.39	18.00	18.63	19.28	19.95	MV Cust Svs Rep/Off Asst-MV Rep
17.72	18.34	18.98	19.65	20.34	21.05	21.79	MV Certified CS Rep
18.24	18.90	19.54	20.22	20.93	21.66	22.42	CSO
19.91	20.61	21.33	22.08	22.85	23.65	24.48	CD Office Asst
20.49	21.21	21.95	22.72	23.52	24.34	25.19	Police Clerk/MV License Spec.
23.03	23.83	24.67	25.53	26.42	27.35	28.30	Admin Support- UB Tech/Adm Spt
24.41	25.26	26.15	27.06	28.01	28.99	30.00	MV DR Asst/Acct Asst
26.65	27.58	28.55	29.55	30.58	31.65	32.76	Water Resources Spec
27.42	28.38	29.38	30.41	31.47	32.58	33.71	Housing/Rental Insp/Eng. Technician Accounting 2/City Forester-NR Spec.

1	2	3	4	5	6	7	2019 Schedule
13.97	14.52	14.97	15.49	16.03	16.59	17.17	RCC Supervisor
16.64	17.22	17.82	18.45	19.10	19.76	20.45	MV Cust Svs Rep/Off Asst-MV Rep
18.16	18.80	19.45	20.14	20.85	21.58	22.33	MV Certified CS Rep
18.70	19.37	20.03	20.73	21.45	22.20	22.98	CSO
20.41	21.13	21.86	22.63	23.42	24.24	25.09	CD Office Asst
21.00	21.74	22.50	23.29	24.11	24.95	25.82	Police Clerk/MV License Spec.
23.61	24.43	25.29	26.17	27.08	28.03	29.01	Admin Support- UB Tech/Adm Spt
25.02	25.89	26.80	27.74	28.71	29.71	30.75	MV DR Asst/Acct Asst
27.32	28.27	29.26	30.29	31.34	32.44	33.58	Water Resources Spec
28.11	29.09	30.11	31.17	32.26	33.39	34.55	Housing/Rental Insp/Eng. Technician Accounting 2/City Forester-NR Spec

SHIFT DIFFERENTIAL FOR HOURS WORKED BEYOND NORMAL CITY HALL HOURS

Employees who are regularly scheduled to work hours between 11:00 p.m. and 7:00 a.m. shall be paid an additional fifty (\$0.50) cents per hour for all hours worked. Employees who are regularly scheduled to work between 11:00 p.m. Saturday to 11:00 p.m. Sunday shall be compensated at an additional twenty-five (\$0.25) cents per hour worked.

APPENDIX B

EDUCATION, TRAINING, REQUIRED LICENSING

1. Continuing Education.

All Full-Time Employees, will be reimbursed for pre-approved, job related courses upon presentation of receipts and a grade report indicating a grade of "C" or better.

Job relatedness is to be determined by the City Manager prior to enrollment in the course based on information provided by the employee. Job relatedness shall be defined in terms of the value the course brings to the employee in his/her present position or position in which the employee will assume in the near future. For the employee to be eligible for educational reimbursement, he/she must agree to stay with the City for at least twelve (12) months following completion of the course. Employees receiving Veterans Assistance or other forms of grant or scholarship are not eligible for education reimbursement. Employees desiring to take more than eight (8) quarter credits per year must provide notice of intent to take courses to the department head during development of the annual budget.

2. Required Training/Seminars

All in-service training required by the EMPLOYER shall be at the expense of the EMPLOYER.

3. Required Licensing

The EMPLOYER shall pay renewal fees for all required licensing.

ADDING A POST RETIREMENT HEALTH CARE SAVINGS PLAN (PRHSCP)
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL 5, AFL-CIO, LOCAL 2454
Administered by the Minnesota State Retirement System.

Post Retirement Health Care Savings Plan.

The City will implement the Minnesota State Retirement System Post Retirement Health Care Savings Plan (PRHSCP), which allows employees to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after termination of public service. Employees will be able to choose among several different investment options provided by the State Board of Investment. This plan is pursuant to Minnesota Statutes §352.98.

The Minnesota State Retirement System will determine all provisions of this plan and an employee will deal directly with the State Retirement System on all account matters. The City's responsibility will be to process the initial employee enrollment in the plan and to forward the appropriate employee contributions.

The mandatory employee contribution into the PRHSCP will be:

1. Retiring: Regular full-time employees, in good standing, eligible for retirement according to PERA and terminating from the City shall have 100% of their eligible sick leave payout paid to the Post Retirement Health Care Savings Plan (PRHSCP). The payment will be made at the time of termination.
 2. Terminating after 20 years: Regular full-time employees, in good standing, terminating employment with the City after 20 or more years of regular full-time employment shall have 100% of their eligible sick leave paid to the PRHSCP. The payment will be made at the time of termination.
 3. Terminating after 10 years: Regular full-time employees, in good standing, terminating employment with the City after 10 or more years, but less than 20 years, shall have 100% of their eligible sick leave paid to the PRHSCP. The payment will be made at the time of termination.
- Involuntary Termination/Layoff: Regular full-time employees, in good standing, subject to involuntary termination/layoff with the City after 10 or more years shall have 100% of their eligible sick leave paid to the PRHSCP. The payment will be made at the time of termination