

**LABOR AGREEMENT**

***City of Savage***

***And***

***AFSCME COUNCIL 5***

***January 1, 2019 - December 31, 2020***

City of Savage  
6000 McColl Drive  
Savage, Minnesota 55378

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**ARTICLE 1  
PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Savage, hereinafter called the EMPLOYER, and Council 5, AFSCME, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

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

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

**ARTICLE 2  
DEFINITIONS**

- 2.1 UNION: American Federation of State, County, and Municipal EMPLOYEES, Council 5, AFL-CIO.
- 2.2 EMPLOYER: The City of Savage, Minnesota.
- 2.3 UNION MEMBER: A member of AFSCME, Council 5, AFL-CIO, employed by the City of Savage.
- 2.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 2.5 BASE PAY RATE: The EMPLOYEE's hourly pay rate exclusive of longevity or any other special allowance.
- 2.6 SENIORITY: Length of continuous service in any of the job classifications covered by ARTICLE 2 RECOGNITION. EMPLOYEES, who are promoted from a job classification covered by this AGREEMENT, and return to a job classification covered by this AGREEMENT, shall have their seniority calculated on their length of service under this AGREEMENT for purposes of promotion, transfer and lay-off and total length of service with the EMPLOYER for other benefits under this AGREEMENT.
- 2.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of either the assigned work shift within a twenty-four (24) hour period (except for shift changes), and more than forty (40) hours within a seven (7) day period. Vacation, sick leave, holidays and compensatory time paid at the Employee's base hourly rate, to count as hours worked.
- 2.8 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 shift. An extension of or early report to an assigned shift is not a call-back.
- 2.9 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and

conditions of this AGREEMENT.

- 2.10 CONTINUOUS SERVICE: Unbroken compensated hours of service from the last date of hire, including any paid leave of absence, any unpaid leave of absence, medical leave of absence without pay and any other status in which provisions of this Agreement provide for an approved "break in" service from which return does not constitute a "new date of hire." EMPLOYEES on a leave of absence pursuant to the Family and Medical Leave Act shall continue to accrue seniority.
- 2.11 PREMIUM PAY: Additional compensation paid to EMPLOYEES who receive authorization from the EMPLOYER to work special assignments scheduled outside of their regular work schedule and begin three (3) hours after their regular work schedule ends.
- 2.12 BENCHMARK CITIES: For purposes of negotiation the benchmark cities used for comparison will be those in the metro area with populations between 30,000 and 40,000.
- 2.13 IMMEDIATE FAMILY: The EMPLOYEE's spouse, child (includes stepchild and a biological, adopted, and foster child), grandchild (includes step-grandchild and a biological, adopted, and foster grandchild), parent, mother-in-law, father-in-law, grand parent or stepparent, sibling, son/daughter-in-law, brother/sister-in-law or legal wards.
- 2.14 WELLNESS CHECK: A check of the water system while on standby. The tasks of the wellness check may change from time to time, with the EMPLOYEE being able to do the wellness check remotely via computer and taking less than 15 minutes per visit.

### **ARTICLE 3 RECOGNITION**

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 14, in an appropriate bargaining unit consisting of all EMPLOYEES employed by the City of Savage Public Works and Building Services Departments, Savage, Minnesota, BMS Case Number 86-PR-961, who are public EMPLOYEES within the meaning of Minnesota Statutes 179A.03, Subdivision 14, excluding supervisory and confidential EMPLOYEES.

### **ARTICLE 4 UNION SECURITY**

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

- 4.1 Deduct each payroll period an amount sufficient to provide the payment of initiation fees and dues established by the UNION from the wages of all EMPLOYEES authorizing in writing such deductions; and
- 4.2 Deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3
- 4.3 Remit monthly such deductions to the appropriate designated officer of the UNION with a list of the names of the EMPLOYEES from whose wages deductions were made and, deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, Subd. 3.
- 4.4 The UNION shall certify to the EMPLOYER, in writing, the current amounts of regular dues to be withheld.
- 4.5 The UNION may designate an EMPLOYEE from the bargaining UNION to act as steward and shall inform the EMPLOYER in writing of such choice.

- 4.6 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 by the CITY under provisions of this Article.
- 4.7 The EMPLOYER agrees to recognize stewards certified by the UNION subject to the following stipulations:
- A. There shall be no more than three (3) stewards designated at any one time.
  - B. The three (3) stewards selected by the UNION may be given permission to leave a work station for UNION business to participate in meetings with the EMPLOYER for the negotiation of annual or multi-year labor agreements. Permission to participate in this activity shall be granted on a paid basis. Additionally, prior to the negotiation session between the Union and the Employer, stewards shall be permitted up to meet for up to two (2) hours while on duty to meet with fellow stewards to discuss labor agreement matters.

**ARTICLE 5  
EMPLOYER SECURITY**

The UNION agrees that during the life of this AGREEMENT, it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the EMPLOYER.

**ARTICLE 6  
EMPLOYER AUTHORITY**

- 6.1 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.
- 6.2 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 7  
EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

7.1 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.

7.2 UNION REPRESENTATIVE

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.

7.3 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 program of the EMPLOYER. The designated supervisor shall schedule an approved absence within five (5) working days after request for absence.

#### 7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1 An EMPLOYEE, with or without the steward, 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 provision or the provisions of the AGREEMENT allegedly violated, and the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2 If appealed, the written grievance shall be presented by the UNION 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 resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3 If the grievance still remains unsettled, the parties may, by mutual agreement, choose to seek mediation services through the Bureau of Mediation Services or through an independent, mutually acceptable mediation service, within ten (10) days following the EMPLOYER designated Representative's final Step 2 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the EMPLOYER designated Representative's final Step 3 answer.

Step 4 A grievance unresolved in Step 3 and appealed in Step 4 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.

#### 7.5 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(s) 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.

## 7.6 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.

## 7.7 CHOICE OF REMEDY

If, as a result of the EMPLOYER response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE 7 or a procedure specified by State or Federal Law. If appealed to any procedure other than Step 4 of ARTICLE 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE 7. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized - Step 4 of ARTICLE 7 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through Step 4 of ARTICLE 7.

## **ARTICLE 8 WORK SCHEDULES**

- 8.1 The sole authority for work schedules is the EMPLOYER. The normal work day for an EMPLOYEE shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday thru 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 normal work day or work week. The EMPLOYER will give a seven (7) day advance notice to the EMPLOYEES affected by the establishment of work days different from the EMPLOYEE's normal eight (8) hour work day.
- 8.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood or breakdown of municipal equipment or facilities, no advance notice need be given.

In the event work is required as a result of a winter weather related emergency (snow, sleet, ice) the Employer shall contact employees prior to 7:00 p.m. for a report to work the following morning. In the event the Employer fails to provide notification prior to 7:00 p.m. the EMPLOYEE's reporting to work the following day shall receive one hour of additional compensation at one and one-half times the EMPLOYEE's base pay.

Overtime shall be offered according to a seniority list posted by the Employer. It shall first be offered on

a non-mandatory basis in the order of seniority. If all on the list decline the overtime, then it shall be assigned based on a reverse order of seniority, so that the least senior available qualified individual is required to work. When all qualification factors are equal, the list must be adhered to. If certain skills or abilities are required to perform the overtime, the EMPLOYEE possessing those skills or abilities may be offered the overtime first. Overtime shall be offered by Division only, and whenever practicable, based upon seniority, when there are personnel available. Overtime shall be subject to recognition that deviation from seniority may occur when there is an emergency or other circumstance where time and skill is of the essence.

- 8.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 8.5 In the event of regular permanent work schedule changes involving a change of shifts, the EMPLOYER shall give seven (7) days advance notice.
- 8.6 For special assignments authorized by the EMPLOYER that are scheduled outside of an EMPLOYEE's regular work schedule, and begin three (3) hours after the regular work schedule ends, an EMPLOYEE shall be paid premium pay at the rate of seventy-five (.75) cents per hour added to the base hourly straight time. This premium pay shall not apply to vacation, sick leave, holiday pay, overtime, standby, callback, or other similar types of added compensation (no compounding or pyramiding).
- Premium pay shall not apply to emergency shifts such as snowplowing, watermain break repairs, or other similar situations which cannot be reasonably scheduled in advance.
- 8.7 Parks employees scheduled to work on weekends at the ball fields are eligible for two (2) hours compensation per weekend, at the employee's regular base rate, due to cancellation of events for reasons other than inclement weather conditions. The EMPLOYER will pay the two (2) hours if an event is cancelled after the Wednesday preceding the weekend event. This additional compensation shall not be included in the computation for overtime (no compounding or pyramiding) or leave payments.
- 8.8 In the event a shift change is imposed on an employee for the purpose of performing ice rink establishment or maintenance, the assignment shall be in place no longer than 30 days per calendar year.

## **ARTICLE 9 OVERTIME**

- 9.1 Hours worked in excess of the assigned work shift within a twenty-four (24) hour period (except for shift changes), and more than 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. Vacation, sick leave and holidays to count as hours worked. EMPLOYEES working a normal Monday through Friday workweek, who are required to be on duty on any holiday, shall be paid double time for the hours worked. For purposes of Article 9.1, a twenty-four (24) hour period starts at the beginning of the employee's regular assigned work shift.
- 9.2 Overtime refused by EMPLOYEES will, for record purposes, will be considered as unpaid overtime worked.
- 9.3 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 9.4 Overtime may be taken as a monetary payment or as compensatory time off.
- 9.5 All compensatory time counted as hours worked shall be paid as straight time.



**ARTICLE 10  
RELIEF AND MEAL PERIODS**

An EMPLOYEE may take a single meal period (without pay) of one-half (1/2) hour, and two (2) fifteen (15) minute relief periods (with pay) during a normal work day at times determined by the EMPLOYER. Breaks for working a shift longer than eight (8) hours in length shall be assigned by the department head.

**ARTICLE 11  
HOLIDAYS**

11.1 **HOLIDAYS DEFINED:** Holiday leave shall be granted for the following holidays:

<u>1.</u>	New Year's Day	January 1st
<u>2.</u>	Martin Luther King Day	3 <sup>rd</sup> Monday of January
<u>3.</u>	President's Day	3 <sup>rd</sup> Monday of February
<u>4.</u>	Memorial Day	Last Monday in May
<u>5.</u>	Independence Day	July 4th
<u>6.</u>	Labor Day	1st Monday in September
<u>7.</u>	Veteran's Day	November 11 <sup>th</sup>
<u>8.</u>	Thanksgiving Day	4th Thursday in November
<u>9.</u>	Post-Thanksgiving Day	Friday after the 4th Thursday in November
<u>10.</u>	Christmas Eve Day	December 24th
<u>11.</u>	Christmas Day	December 25th
<u>12.</u>	FourOne Floating Holidays	

11.2 When holidays fall on Sunday, the following day shall be observed as a holiday. When they fall on Saturday, the preceding day shall be observed as a holiday.

11.3 EMPLOYEES working a normal Monday thru Friday work week, who are required to be on duty on any holiday, shall be paid double time for the hours worked, in addition to eight (8) hours pay for the holiday as defined in 11.1. Hours so compensated shall not be pyramided, compounded or paid twice for the same hours worked. Employees working on the actual and/or observed holiday shall be paid at double time. Time worked by an employee on the actual and/or observed holiday may be converted to comp time by the employee.

11.4 FLOATING HOLIDAYS: Floating Holidays shall be taken in eight (8) hour increments. Carry over of the floating holiday to the next year will not be allowed. Scheduling of floating holiday to be approved by the EMPLOYER. Employees called in to work on that day shall be paid double time for the hours worked, in addition to eight (8) hours pay for the float leave day. An employee who selects to terminate employment with the City during the first thirty (30) days of a new contract year shall forfeit their right to the Floating Holidays.

**ARTICLE 12  
VACATION LEAVE**

12.1 Regular full-time EMPLOYEES shall earn vacation leave at a rate of:

<u>Years of Continuous Service</u>	<u>Annual Rate</u>	<u>Biweekly Rate</u>
0 through Year 4	80 Hours	3.076 Hours

Beginning Year 5  
through Year 12                    120 Hours                    4.615 Hours

Beginning Year 13  
through Year 15                    160 Hours                    6.154 Hours

Beginning Year 16  
and Beyond                    160 Hours, plus 8                    6.154 Hours  
hours for each additional year over fifteen years  
(maximum 200 hours/7.692 hours)\*

\*Beginning Year 21 through 25                    8 hours per year added to sick leave balance

\*Beginning Year 26+                    16 hours per year added to sick leave balance

- 12.2 EMPLOYEES using earned vacation leave or sick leave shall be considered to be working for purposes of accumulating additional vacation leave.
- 12.3 USAGE: Vacation leave may be taken no sooner than the next pay period after earned, except that the EMPLOYER shall approve the time at which the vacation leave may be taken. EMPLOYEES shall not be permitted to waive vacation leave and receive double pay with the exception of vacation buyback per Section 12.7.
- 12.4 EMPLOYEES shall be allowed to carry over from one calendar year to the next no more than one and three quarter (1.75) times their annual allowed vacation.
- 12.5 Regular EMPLOYEES will receive their regular rate of pay for all unused accrued vacation leave at the time of their retirement or resignation. (The designated next-of-kin of full-time regular EMPLOYEES who die shall be entitled to receive compensation for unused accrued vacation leave.)
- 12.6 Upon written request and upon approval of the City Administrator, an EMPLOYEE may transfer accrued, unused vacation to another EMPLOYEE
- 12.7 EMPLOYEES with five or more years of full-time service with the EMPLOYER may cash in up to forty (40) hours of accrued vacation per calendar year to be paid in the last payroll of the year providing notice is given to their department manager no later than Nov. 15<sup>th</sup>. and providing that the employee retains at least eighty (80) hours of accrued vacation into the following year This cash payment shall be subject to all taxes.
- 12.8 EMPLOYEES with five or more years of full-time service with the Employer may cash in up to eighty (80) hours of accrued vacation per calendar year providing that the employee retains at least sixty (60) hours of accrued vacation. There will be an option of two requested payout dates per calendar year – at the end of June and at the end of December. In order to elect the cash payment for payout at the end of June the employee must notify his/her department manager no later than May 31<sup>st</sup>. of each year. In order to elect the cash payment for the payout at the end of December, the employee must notify his/her department manager no later than November 30<sup>th</sup>. of each year. This cash payment shall be subject to all taxes.

### **ARTICLE 13 SICK LEAVE**

- 13.1 ELIGIBILITY: Sick leave with pay shall be granted to probationary and regular EMPLOYEES at the rate of eight (8) hours for each calendar month of full-time service or major fraction thereof. Sick leave may be taken no sooner than the next pay period after earned and is subject to approval by the EMPLOYER.
- 13.2 USAGE: Sick leave shall be granted in accordance with applicable state and federal laws and shall be

granted only for absence from duty because of personal illness, disability, necessity for medical, dental or chiropractic care, exposure to contagious disease where such exposure may endanger the health of others with whom the EMPLOYEE would come into contact in the course of performing work duties, marriage counseling, psychiatric counseling, activities provided through the City EAP, legal quarantine, or illness in the immediate family.

Parental leave, up to a maximum of three (3) paid sick leave days per event, may be granted for circumstances involving childbirth and/or adoption.

- 13.3 **ACCRUAL:** Sick leave shall accrue at the rate of eight (8) hours per month until seven hundred twenty hours (720) have been accumulated. EMPLOYEES using earned vacation leave or sick leave shall be considered to be working for the purposes of accumulating additional sick leave. Workers' Compensation benefits shall be credited against the compensation due EMPLOYEES during sick leave.

On an annual basis, the employee may accrue sick leave above the 720 hour cap during the calendar year. At the end of each year employees with more than 720 hours sick leave shall be compensated through a buy-back of all sick leave above the maximum per the following schedule:

- Employees with less than 10 years of service with the City: 50%
- Employees with 10 – 14 years of service with the City: 60%
- Employees with 15 – 19 years of service with the City: 70%
- Employees with 20 – 24 years of service with the City: 80%
- Employees with 25 – 29 years of service with the City: 90%
- Employees with 30 or more years of service with the City: 100%

This cash payment is subject to all taxes and may be received in the form of cash, deferred compensation or deposited into the employees' Health Savings Account (HSA) Employees shall provide notification to their Department Manager no later than December 31<sup>st</sup> of their payment selection. This payment amount shall be paid by the Employer by January 15<sup>th</sup> of the following year. Any amount paid to the employees HSA Account shall be subject to the IRS limits in place at that time.

For the duration of the agreement the EMPLOYER shall provide to those employees selecting health insurance under the High Deductible plan for the following for the sole purpose of prefunding the EMPLOYEES Health Savings Account (HSA):

- a. EMPLOYEES with five (5) or more years of service shall retain the option of cashing in up to eighty (80) hours of sick leave at a 50% of their base hourly rate of pay that is in effect on November 30<sup>th</sup> and providing they retain a minimum balance of one hundred twenty (120) hours after redemption.
- b. EMPLOYEES may select to cash in an additional forty (40) hours of vacation providing the employee has at least eighty (80) hour of vacation in their account after redemption. The payout shall be based on the hourly rate that is in effect on November 30<sup>th</sup>. Notice of cash out option must be received by the Employer by November 30<sup>th</sup>.
- c. Payroll will process this request and deposit funds in the EMPLOYEES established HSA account by January 15<sup>th</sup> of the following year. Payout into EMPLOYEES HSA account is subject to IRS limits.

Any new employee hired after 12/31/16 shall have their sick leave cap set at 360 hours per calendar year.

- 13.4 **PROCEDURE:** In order to be eligible for sick leave with pay, an EMPLOYEE must comply with the following terms and conditions:

- A. Prior to the beginning of a shift, report the reason for the absence to the EMPLOYER.

- B. Keep the EMPLOYER informed of the EMPLOYEEs condition, if the absence continues more than three (3) days.
  - C. Submit a medical certificate from an attending physician certifying the need for an absence of more than three (3) days by the EMPLOYEE to attend and assist a spouse, child, or legal ward who is subject to a serious illness. (Requirement may be waived at the City Administrator discretion.)
  - D. Submit a request for leave from in advance of an absence, whenever possible. Properly record sick leave on time sheets and similar time accounting forms.
- 13.5 **FUNERAL LEAVE:** One work day leave of absence with pay shall be granted as a funeral leave to an employee for the death of the EMPLOYEEs immediate family. An additional two (2) days of Sick leave with pay may also be granted. In the event the employee has no available paid sick leave, then the two (2) days shall be charged to compensatory time or vacation leave if available. In the event the employee has no available paid leave, then the two (2) days shall be charged to leave of absence without pay.
- 13.6 **MISUSE PROHIBITED:** EMPLOYEEs claiming sick leave when physically fit, except as otherwise specifically authorized in ARTICLE 13.2, shall be subject to disciplinary actions up to and including discharge.
- 13.7 **FAMILY MEDICAL LEAVE:** Eligible EMPLOYEEs shall be entitled to use paid and unpaid sick leave, vacation, and compensatory time concurrent and consistent with the provisions of the Family Medical Leave Act and Minnesota State Law. Paid sick leave shall be in accordance with the provisions of Article 13.2, permitted uses of sick leave.

**ARTICLE 14  
SEVERANCE PAY**

- 14.1 **UNUSED VACATION:** Any EMPLOYEE who has satisfied the initial probationary period and is leaving City service after giving proper notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation.
- 14.2 **UNUSED SICK LEAVE:** Any employee who terminates employment in good standing shall receive compensation for their accrued sick leave in an amount equal to the EMPLOYEEs base rate of pay times the number of accrued hours according to the schedule listed below:
- Employees with less than 5 years of service with the City: 0%
  - Employees with 5 – 10 years of service with the City: 50%
  - Employees with 11 – 14 years of service with the City: 60%
  - Employees with 15 – 19 years of service with the City: 70%
  - Employees with 20 – 24 years of service with the City: 80%
  - Employees with 25 – 29 years of service with the City: 90%
  - Employees with 30 or more years of service with the City: 100%
- EMPLOYEEs eligible for receiving this benefit shall have the cash amount deposited into the employees Minnesota State Retirement Health Care Savings Plan.
- 14.3 **PAYMENT OF UNUSED SICK LEAVE AND VACATION UPON DEATH:** In the case of employee death or disability, any unused accrued vacation or sick leave of a regular full-time employee shall be paid to the employees designated beneficiary as indicated on the employee's basic life insurance with the City. In case of regular part-time employees, at the time of employment they shall designate a beneficiary to receive this benefit in the event of their death or disability.

**ARTICLE 15**  
**SERVICE RECOGNITION**

In recognition of EMPLOYEE dedication and support to the City of Savage, Service Recognition will be granted to EMPLOYEES upon their 10th employment anniversary with the City of Savage and every five (5) years thereafter (e.g., 10, 15, 20, etc.). Service Recognition shall equal a monetary payment equal to a percentage of the EMPLOYEE's annual salary on the date of their employment anniversary. Service Recognition shall be granted in a one-time, lump sum payment, increasing by one half (.5%) after 10 years, as follows: 10 years of service (1.0%); 15 years of service (1.5%); 20 years of service (2.0%); 25 years of service (2.5%); 30 years of service (3.0%), and shall not accrue with the EMPLOYEE's base pay for purposes of calculating future wage increases.

Example: An EMPLOYEE's base wage on his/her 10th anniversary is \$20,000 annually. On this EMPLOYEE's 10th anniversary, the EMPLOYEE shall receive, by separate check, a one-time Service Recognition payment in the amount of \$200.00. The EMPLOYEE's base wage shall remain \$20,000 per year for purposes of calculating future increases.

**ARTICLE 16**  
**EDUCATION AND TRAINING**

Union EMPLOYEES are encouraged to pursue educational and training opportunities in accordance with the following guidelines:

**16.1 MANDATORY TRAINING**

Mandatory Training is defined as training which the EMPLOYER or other licensing agent requires the employee to complete in order to maintain employment, licensing or certifications. The EMPLOYER will monitor training programs and at the EMPLOYEES discretion, provide these opportunities to EMPLOYEES. The EMPLOYER will assume all costs associated with mandatory training in accordance with the following terms:

- a) Approval - Necessary prior approvals are secured from Employees Department Head and/or City Administrator.
- b) Attendance - EMPLOYEE must attend and successfully complete training. If EMPLOYEE fails to attend and/or successfully complete training EMPLOYEE will be responsible for assuming cost of attending training again unless non-attendance/completion is approved by the City.
- c) Travel Time - Travel time compensation shall apply only to that time required outside of the normal work shift. Compensation for travel time outside the metro area will be based upon actual travel time. Travel time outside the metro area will begin only after the individual has passed the border of the seven county metro area. Travel time compensation for travel within the metro area will be the lesser of two (2) hours or the actual total time for travel to and from training.
- d) Lodging - If the site of an educational opportunity is more than 80 miles from Savage and the event cannot be reached or departed within a reasonable time, the Employer shall pay for overnight lodging if the EMPLOYEE chooses to stay overnight. EMPLOYEE must turn in lodging receipts to receive reimbursement.
- e) Meals - EMPLOYER shall reimburse EMPLOYEE for associated meals outside the City up to a maximum of \$30 per day; reimbursement for alcohol is excepted from per diem. In the event the employee attends training in a region where cost-of-living is considerably higher than the Twin City metropolitan area, the per diem may be increased with the approval of the City Administrator. EMPLOYEE must turn in meal receipts to receive reimbursement.

## 16.2 OPTIONAL TRAINING

Optional Training is defined as training which the EMPLOYEE is not required to complete in order to maintain employment, licensing or certification; the EMPLOYEE may decline attendance at any optional training program. The EMPLOYER will monitor optional training programs and at the EMPLOYER's discretion, provide these opportunities to EMPLOYEES. The EMPLOYER will assume costs associated with optional training in accordance with the following terms:

- a) Approval - Necessary prior approvals are secured from EMPLOYEES Department Head and/or City Administrator. Prior agreement between EMPLOYEE and supervisor on whether EMPLOYEE is subject to reimbursing the City (if training is not successfully completed) must also be secured. If no agreement is reached, then EMPLOYEE is not eligible to attend training.
- b) Attendance - EMPLOYEE must attend and successfully complete training. If EMPLOYEE fails to attend and/or successfully complete training, EMPLOYEE will be responsible for reimbursing City, or assuming cost of attending training again.
- c) Travel Time - EMPLOYEES will be compensated only for travel time which occurs within the normal work shift. There shall be no additional compensation for EMPLOYEE travel time that occurs outside of normal work hours. EMPLOYEE may take a city vehicle for travel if available; otherwise EMPLOYEE will receive mileage reimbursement in accordance with IRS regulations.
- d) Lodging - If the site of an educational opportunity is more than 80 miles from Savage and the event cannot be reached or departed within a reasonable time, the EMPLOYER, at its discretion, may pay for overnight lodging. EMPLOYEE must turn in lodging receipts to receive reimbursement.
- e) Meals - EMPLOYER shall reimburse EMPLOYEE for associated meals outside the City up to a maximum of \$30 per day; reimbursement for alcohol is accepted from per diem. In the event the employee attends training in a region where cost-of-living is considerably higher than the Twin City metropolitan area, the per diem may be increased with the approval of the City Administrator. EMPLOYEE must turn in meal receipts to receive reimbursement.

## 16.3 TUITION REIMBURSEMENT

Tuition Reimbursement applies only to continuing education courses which will be credited toward a degree program at an institute of higher education and meet the following requirements:

- a) Regular, full time EMPLOYEES with at least one year of continuous service and satisfactory job performance are eligible for reimbursement of tuition for job related courses. A recommendation of the EMPLOYEES supervisor or department head, with the final approval of the City Administrator, is also required for eligibility. To receive reimbursement, the EMPLOYEE must receive an academic grade of "C" or higher. In addition, the EMPLOYEE may not enroll in more than one course per semester/quarter without prior approval by the City Administrator.
- b) EMPLOYEES may receive tuition reimbursement at the lesser of a rate of 50% for a course cost or \$150 per course. Reimbursement is limited to \$450 per EMPLOYEE per calendar year. In addition, the amount budgeted annually by the City for this program shall serve as a cap for reimbursement payments. Reimbursement is available only for tuition and not for books or other fees/costs.
- c) If the EMPLOYEE leaves the City's employment within one calendar year of receiving a reimbursement, the EMPLOYEE shall return to the City a share of the tuition reimbursement received computed on a monthly basis.

- d) Requests for reimbursement must be approved prior to the EMPLOYEE registering for a course, and will be approved on a first come, first served basis during the year, or quarter, until all funds are exhausted. Requests will be considered in the order received. Requests received on the same date or prior to the funding period, will be evaluated and approved according to the EMPLOYEEs current job performance and to what extent the course work relates to the EMPLOYEEs current position.
- e) To receive reimbursement an EMPLOYEE must submit the following documentation: (1) a statement from the school which identifies the course taken and the cost of the course; (2) a receipt for full payment of the tuition by the student; and, (3) a copy of the final grade for the course.

#### 16.4 EDUCATIONAL INCENTIVE PAY

- a) The Mechanic position classification compensation schedule within this agreement includes additional compensation in the amount of \$.50 per hour. This compensation was granted to recognize the educational value related to employees within the mechanic position classification that have successfully passed and maintained Masters Mechanic ASE Certification requirements.
- b) EMPLOYEEs within this position classification hired after January 1, 2013 that have not achieved this certification shall receive a deduction in base pay in an amount equal to \$.50 per hour. Upon providing evidence of certification the employee shall receive a\$.50 increase in base pay per hour.
- c) EMPLOYEEs that receive a Public Works Certificate shall receive a \$.30 increase in base pay per hour. EMPLOYEE’S shall not be compensated for their time in receiving education or any costs associated with the Public Works Certificate program requirements including but not limited to tuition or registration.
- d) EMPLOYEEs that receive a Ltap Certificate shall receive a \$.30 increase in base pay per hour. EMPLOYEEs shall not be compensated for their time in receiving education or any costs associated with the Ltap program certification requirements including but not limited to tuition or registration.

### **ARTICLE 17 LEAVES OF ABSENCE**

#### 17.1 JURY DUTY, OTHER LEGAL DUTIES, VOTING IN NATIONAL AND STATE ELECTIONS:

EMPLOYEEs shall be granted leave with pay for required jury duty. Such EMPLOYEEs shall receive their regular compensation during time spent on jury duties. Any Compensation received from county, state or federal governments for service on jury duty, excluding compensation for mileage driven, shall be signed over to the City. An EMPLOYEE excused or released from jury duty during his/her regular working hours shall report to his/her supervisor immediately.

EMPLOYEEs shall notify their supervisor as soon as possible after receiving notice to report for jury duty. The EMPLOYEE will be responsible for ensuring that a report of jury duty is completed by the Clerk of Court each week so the City will be able to determine the amount of compensation due for the period involved.

EMPLOYEEs shall be granted leave with pay for appearance before a court, Legislative Committee or other body as a witness in a proceeding involving the federal government, State of Minnesota, or a political subdivision thereof in response to a subpoena, or direction by a proper authority if such attendance is in connection with the EMPLOYEEs official duties. Such leave shall be approved by the City Administrator.

VOTING: Every EMPLOYEE who is entitled to vote in any state-wide general election or federal general election shall be granted a reasonable amount of time off with pay to vote.

17.2 MILITARY LEAVE WITH PAY:

An EMPLOYEE is entitled to a maximum of fifteen (15) working days off with pay during any calendar year for reserve, National Guard or military duty as outlined in M.S. 192.26. Whenever possible, the EMPLOYEE is to present a copy of his orders to the department head who must secure the City Administrator's approval before such leave is approved.

An EMPLOYEE who engages in active service in time of war or other emergency in the military or naval forces of the United States shall be granted a leave of absence without pay. In order to be eligible for such leave, the EMPLOYEE is to present a copy of his/her orders to the department head.

17.3 FAMILY MEDICAL LEAVE: Leave may be taken as stated in Article 13.7.

17.4 LEAVES WITHOUT PAY:

A. Sick Leave Without Pay

Sick leave without pay may be taken in accordance with the provisions of the Family & Medical Leave Act.

B. Personal Leave Without Pay

Department heads may authorize EMPLOYEEs to be absent without pay for personal reasons for a period, or periods, not to exceed thirty (30) days in a calendar year. Requests for personal leaves beyond thirty (30) days must be approved by the City Administrator. EMPLOYEEs shall request such leaves in advance of the date so desired. The best interest of the City shall be the only consideration in granting a personal leave without pay. In no instances shall an EMPLOYEE be granted a personal leave without pay if he/she can use accumulated vacation time. No benefits shall accrue during a personal leave without pay.

**ARTICLE 18  
CALL-BACK**

18.1 An EMPLOYEE called in for work at a time other than his/her normal scheduled shift will be compensated for a minimum of two (2) hours pay at one-and-one-half (1-1/2) times the EMPLOYEEs base pay rate. If the call-in or call-back is an extension of or early report to the regular shift, then the provisions of this clause will not apply.

18.2 If the call-in or call-back is on a weekend, the EMPLOYEE will be compensated for a minimum of four (4) hours pay at one-and-one-half (1-1/2) times the EMPLOYEE's base pay rate. For purposes of call-back, "weekend" is defined as the end of the normal shift on Friday to the beginning of the normal shift on Monday.

18.3 An EMPLOYEE called in for work on any holiday, shall be paid double time for a minimum of four (4) hours.

18.4 In all cases involving call-back, no new trigger of call-back occurs until the 2 or 4 hour window of call-back time has ended.

18.5 In cases where a return to the City facility is not required, such as responding to telephone calls or



remotely accessing operations, the EMPLOYEE will be compensated for a minimum of one (1) hour pay, and two (2) hours on a weekend.

- 18.6 In cases where a call back is triggered requiring a site response within the one hour (weekdays) or two hours (weekends) period of paid compensation for responding to a phone call, the entire event becomes a call back with the appropriate compensation. The two and or four hour compensation would then start at the time the initial phone call was received.

#### **ARTICLE 19 LEGAL DEFENSE**

- 19.1 The City shall, in accordance with Chapter 466 of MN Statutes, defend and indemnify EMPLOYEES sued for alleged acts or omissions arising out of or occurring within the scope of their employment, provided the EMPLOYEE was acting in the performance of the duties of the position and the EMPLOYEE was not guilty of malfeasance, willful neglect of duty, or bad faith.
- 19.2 The City shall not reimburse an EMPLOYEE for attorney's fees, court costs or other legal expenses in connection with the defense of a criminal charge.

#### **ARTICLE 20 STANDBY**

- 20.1 Standby pay shall be paid at a rate of one-and-one-half (1-1/2) times the EMPLOYEES base rate of pay. All EMPLOYEES shall receive minimum pay equal to one and a half (1.5) hours of standby for each day Monday through Thursday; said EMPLOYEE is required by the EMPLOYER to be immediately available for work. Two and a half (2.5) hours of standby shall be paid for each Friday, Saturday, Sunday, or Holiday for purposes of this article.
- 20.2 Wellness checks will be done once per day Monday through Friday, and twice per day Saturday, Sunday, and holidays when required by the EMPLOYER. If and when the EMPLOYER requests EMPLOYEES to perform "wellness checks" while on standby .5 hours will be added per day to standby by hours.
- 20.3 The City retains the right to oversee, schedule, and assign standby for purposes of this article. The EMPLOYER and the UNION agree the EMPLOYEE receiving standby pay will also be paid call-back pay in accordance with the callback provision, Article 18, when applicable.

#### **ARTICLE 21 WORKING OUT-OF-CLASS**

Whenever an EMPLOYEE is directed by the EMPLOYER to perform the duties and responsibilities of a position in the classifications of Foreman, Superintendent, or Mechanic, that EMPLOYEE shall be paid a differential of \$2.00 per hour for each hour worked in those classifications. Whenever an EMPLOYEE is directed by the EMPLOYER to perform the duties and responsibilities of Building Services Foreman, that EMPLOYEE shall be paid a differential of \$1.50 per hour for each hour worked as Building Services Foreman. The pay differential for working out of class shall be applied consistently with current practice amongst all divisions. The working out-of-class pay begins immediately upon assuming those responsibilities.

#### **ARTICLE 22 RIGHT OF SUBCONTRACT**

The UNION recognizes that the CITY has statutory rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the CITY.

The CITY agrees that subcontracting will not cause layoff of UNION members.

**ARTICLE 23  
DISCIPLINE**

- 23.1 The EMPLOYER will discipline EMPLOYEES for just cause only. Discipline will be in one or more of the following forms:
- a) Oral reprimand;
  - b) Written reprimand;
  - c) Suspension;
  - d) Demotion; or
  - e) Discharge.
- 23.2 Suspensions, demotions and discharges will be in written form.
- 23.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an EMPLOYEES personnel file shall be read and acknowledged by signature of the EMPLOYEE. EMPLOYEES and the UNION will receive a copy of such reprimands and/or notices.
- 23.4 EMPLOYEES may examine their own individual personnel file at reasonable times under the direct supervision of the EMPLOYER.
- 23.5 Written reprimands and recorded oral reprimands shall be purged upon the request of the affected EMPLOYEE from the personnel file after three (3) years from the date of the occurrence provided that the EMPLOYEE has no further disciplinary action during the three year period. Suspensions shall be purged upon the request of the affected EMPLOYEE from the personnel file after five (5) years from the date of occurrence provided that the EMPLOYEE has no further disciplinary action during the five year period.

**ARTICLE 24  
SEASONAL and TEMPORARY EMPLOYEES**

- 24.1 Seasonal employees are defined for the purposes of this contract as employees working less than 67 days in a calendar year. For purposes of this Article, a "calendar year" shall begin on the first day of January and end on the 31st day of December. Seasonal employees are not members of the bargaining unit and have no union rights extended to them. Wages for seasonal employees will be determined by the City, separate from the Union scale.
- 24.2 Temporary employees are defined for the purposes of this contract as employees working full-time, up to twelve months. The City may maintain a level of three temporary employees at any time. Temporary employees are not members of the bargaining unit and have no union rights extended to them. Temporary employees who have completed 67 days employment with the City will be given preference in filling vacant/new positions in the public works department. Temporary employees hired to fill vacant/new positions are required to complete the standard six month probationary period. If a temporary employee is not placed in a full-time regular status position in the Public Works Department prior to the expiration of the 12 month time frame, the City must terminate the employee. Wages for temporary employees will be determined by the City, separate from the Union scale.

**ARTICLE 25  
SENIORITY**

- 25.1 Seniority will be the determining criterion for transfers, newly created positions and promotions only when all other qualification factors are equal.

- 25.2 In the event it becomes necessary to lay off EMPLOYEES for any reason, EMPLOYEES within a given job classification shall be laid off in inverse order of their seniority in the following order:
- a) Probationary full-time EMPLOYEES;
  - b) Regular full-time EMPLOYEES.
- 25.3 In the event of layoffs, EMPLOYEES may exercise their seniority rights to a Labor Grade of equal or lower pay within the bargaining unit for which they meet the minimum qualifications, provided the EMPLOYEE replaced is the least senior person in said grade.
- 25.4 EMPLOYEES shall be recalled from layoff according to seniority. No new EMPLOYEES shall be hired for a job classification for which a layoff has occurred until all EMPLOYEES on layoff status within that job classification have been given ample opportunity to return to work within eighteen (18) months of said layoff. The City will notify EMPLOYEES on layoff to return to work by registered mail, at that EMPLOYEE's last recorded address. The EMPLOYEE must return to work within three (3) weeks of receipt of this notice in order to be eligible for re-employment.
- 25.5 EMPLOYEES promoted outside the bargaining unit shall maintain their seniority in the unit for thirty (30) days.
- 25.6 The EMPLOYER agrees to provide the UNION, upon request, a seniority list two (2) times a year.
- 25.7 Disagreements between the EMPLOYER and EMPLOYEE relative to the use of seniority in promotions, transfers, and newly created positions are a proper subject for the grievance procedure outlined in ARTICLE 7 of this AGREEMENT.
- 25.8 For purposes of seniority, an EMPLOYEES continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

**ARTICLE 26  
PROBATIONARY PERIODS**

- 26.1 All newly hired or rehired EMPLOYEES will serve a twelve (12) month probationary period.
- 26.2 All EMPLOYEES will serve a six (6) months' probationary period in any job classification in which the EMPLOYEE has not served a probationary period.
- 26.3 At any time a newly hired or rehired EMPLOYEE, not previously on layoff, during the probationary period may be terminated at the sole discretion of the EMPLOYER.
- 26.4 At any time during the probationary period, a promoted or re-assigned EMPLOYEE may be demoted or re-assigned to the EMPLOYEES previous position and previous pay, with no loss of seniority, at the sole discretion of the EMPLOYER.
- 26.5 The employee reserves the right to extend a probationary period for up to six (6) months for newly hired, rehired, transferred or promoted employees. Employees on an extended probation are not eligible to receive a step increase until they have satisfactorily completed the required probationary period. The probation ending date shall be the new anniversary date for purposes of future step increases.

**ARTICLE 27  
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, in accordance with the Safety Manual adopted by the City Council. Failure for an EMPLOYEE to abide by Safety rules and regulations may be just cause for discipline.

**ARTICLE 28  
JOB POSTING/JOB VACANCIES**

- 28.1 The EMPLOYER and the UNION agree that regular job vacancies, or newly created job classifications within the designated bargaining unit, shall be filled based on the concept of promotion from within, provided that applicants:
- a) Have the necessary qualifications to meet the standards of the job vacancy; and
  - b) Have the ability to perform the duties and responsibilities of the job vacancy.
- 28.2 EMPLOYEES filling a higher job class, based on the provisions of this ARTICLE, shall be subject to the conditions of ARTICLE 26, PROBATIONARY PERIODS.
- 28.3 The EMPLOYER has the right of final decision in the selection of EMPLOYEES to fill posted jobs based on qualifications, abilities and experience.
- 28.4 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 29  
UNIFORMS AND PRESCRIPTION SAFETY GLASSES**

- 29.1 The 2017 monthly pay provided in this agreement includes an amount (\$.25) to compensate EMPLOYEES for their expense of purchasing and maintaining footwear, rain wear, cold weather wear and any other clothing item. This amount shall be increased by \$.10 in 2018. Additionally, for the duration of this contract, the City of Savage will contract with a uniform service to provide uniforms to EMPLOYEES, including probationary status EMPLOYEES.

EMPLOYEES are required to maintain a neat appearance at all times and the City reserves the right to direct an EMPLOYEE to replace uniforms or clothing items purchased by employee.

- 29.2 EMPLOYEES who are required to wear prescription glasses, and are required by the EMPLOYER to wear safety glasses in the performance of duties, shall be eligible for reimbursement from the EMPLOYER up to a maximum of three hundred fifty (\$350) dollars for the purchase of prescription safety glasses per contract period. In the event an EMPLOYEE's eye prescription changes and documentation is provided verifying said change, the EMPLOYEE shall be eligible for reimbursement from the EMPLOYER for up to a maximum of three hundred fifty (\$350) dollars. In the event an EMPLOYEE's safety glasses are damaged in the performance of duties, the EMPLOYEE shall also be eligible for up to a maximum reimbursement of up to three hundred fifty (\$350) dollars. EMPLOYEES must satisfactorily demonstrate to EMPLOYER that the prescription glasses qualify as safety glasses as a condition of the reimbursement. Any EMPLOYEE purchasing prescription glasses within 180 days of their termination of their employment with the EMPLOYER, shall have deducted from their final severance check an amount equal to the amount reimbursed except if the EMPLOYEE is terminated by the EMPLOYER.

**ARTICLE 30  
DRIVERS LICENSE**

- 30.1 The EMPLOYER shall provide for the cost of endorsements and renewals to CDLs. This does not include initial cost for acquiring the CDL.
- 30.2 EMPLOYEES shall be responsible for immediately notifying the EMPLOYER of any withdrawal, revocation or suspension to the EMPLOYEE's driver's license.

**ARTICLE 31  
NON-DISCRIMINATION**

- 31.1 The provisions of this AGREEMENT shall be applied to all EMPLOYEES in the bargaining unit without discrimination as to race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation or status with regard to public assistance.
- 31.2 The City and the UNION agree not to interfere with the right of EMPLOYEES to become or not to become members of the UNION, and, further, that there shall be no discrimination or coercion against any EMPLOYEE because of UNION membership or non-membership.
- 31.3 The UNION accepts its responsibilities as exclusive representative and agrees to represent all EMPLOYEES in the bargaining unit without discrimination.
- 31.4 War Veterans: Nothing in this Agreement shall be construed to affect the status of war veterans in contravention of existing laws relating to the employment, discharge or promotion of war veterans.

**ARTICLE 32  
INJURY ON DUTY**

- 32.1 **DEFINITION:** An EMPLOYEE, who in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with established rules and procedures of the EMPLOYER, injured during the performance of his/her duties and thereby unable to work as certified by a licensed practitioner, and therefore covered under Workers' Compensation law, shall be paid their regular wage subject to all applicable withholdings.

For each injury determined to be compensable and certified by a licensed practitioner for inability to perform the essential functions of the position, an employee's sick leave account will only be charged at the rate of one-third (1/3) of sick leave for each day off work due to the injury. An EMPLOYEE shall earn sick leave or other accumulated leave benefits at the pro-rata rate while on paid sick leave due to the injury

EMPLOYEES shall receive 100% of their wages in effect at the time of their injury through sick leave supplement, until exhausted. EMPLOYEES are required to endorse workers compensation payments to the City in order to receive full wages from the City of Savage.

EMPLOYEES on probationary status who have not yet earned accumulated sick leave, shall receive the workers' compensation benefit only and be considered on workers compensation leave without pay until released to perform the essential functions of their job. An EMPLOYEES probation ending date shall be extended by the amount of time on workers compensation leave without pay and shall be the new anniversary date for purposes of future step increases and benefit accruals.

EMPLOYEES unable to return to work within six (6) months following the date of injury or immediately following the exhaustion of their sick leave account shall be placed on medical disability.

Any injury that does not result in compensation under the Workers' Compensation law shall not be compensable under this ARTICLE.

**ARTICLE 33  
WELLNESS PROGRAM**

33.1 EMPLOYEES within the UNION shall be eligible to participate in the EMPLOYERs wellness program.

**ARTICLE 34  
COMPENSATORY TIME**

34.1 Up to a maximum of 60 hours of compensatory time per calendar year may be used by the EMPLOYEE. To use accrued compensatory time, the EMPLOYEE must have prior approval from the EMPLOYEE's supervisor. All compensatory time paid at the EMPLOYEES base rate of pay shall be counted as hours worked.

34.2 At calendar year end, employees shall be paid for unused compensatory time. Compensatory time will be cashed out at the final pay rate the EMPLOYEE was earning in that calendar year. Cash-out payments will be made by separate check no later than two (2) pay periods following calendar year end.

**ARTICLE 35  
INSURANCE**

35.1 The EMPLOYER shall offer medical insurance, dental insurance, long-term disability, and short-term disability, and a pre-tax benefits program to each EMPLOYEE as consistent with offerings to other employee programs.

In 2019 the monthly EMPLOYEE cost of health insurance are as follows:

	Traditional	High Deductible
Employee (Single)	\$17.60	\$17.60
Employee + Spouse	\$593.83	\$504.20
Employee + Child(ren)	\$335.01	\$282.22
Family	\$740.24	\$629.75

In 2020, except for employees choosing single coverage, employees will cover 50% of increases to the medical and dental insurance premiums up to \$50. Anything in excess of \$50 will be covered by the City. The employee cost of single coverage health insurance in 2020 will be \$50.

For EMPLOYEES selecting a high deductible health insurance option the City shall contribute the following to the employees HSA in 2019:

	HSA Contribution
Employee (Single)	\$97.90
Employee + Spouse	\$156.05
Employee + Child(ren)	\$119.20
Family	\$176.90

HSA Contributions for 2020 will be determined in 2019 with the health insurance renewal bids.

For those EMPLOYEES selecting the High Deductible Plan in 2019 and 2020, the EMPLOYER shall provide Health Savings Account (HSA) contributions equal to that received by the non-union group. Any difference in the actual contribution between traditional and high deductible plans will be made up in the form of a monthly contribution to the EMPLOYEES Health Savings (HSA).

Dental Insurance Plan and Monthly EMPLOYEE Contribution for 2019:

Single	\$0.00
Single +1	\$15.73
Family	\$45.33

In the event the traditional plan no longer becomes available through health care providers both parties agree to reopen the contract for the sole purpose of discussing Health Insurance costs to be paid by EMPLOYEE and EMPLOYER.

- 35.2 Beginning in 1997, the UNION and the EMPLOYER agree to create an insurance committee for the purpose of researching new insurance carriers, levels of coverage, and costs of such coverage. This committee will be instrumental in designing future insurance packages for the City. The UNION will appoint one (1) EMPLOYEE to serve on this committee.
- 35.3 The EMPLOYER shall pay for the cost of a fifty thousand dollar (\$50,000) life insurance policy for all full-time EMPLOYEES. EMPLOYEES may elect to purchase additional life insurance at their own expense.

**ARTICLE 36  
WAIVER**

- 36.1 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.
- 36.2 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 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 37  
SAVINGS CLAUSE**

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the signed municipality. 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 38  
INTENTIONALLY OMITTED**

**ARTICLE 39  
DURATION**

39.1 This AGREEMENT shall be effective as of January 1, 2019 and shall remain in full force and effect until the 31st day of December, 2020.

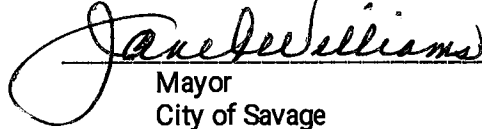
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of March, 2019.

Tim Burns



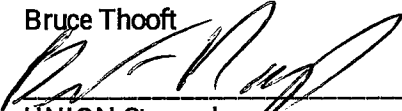
UNION Steward  
AFSCME Council 5

Janet Williams



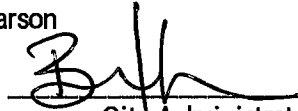
Mayor  
City of Savage

Bruce Thoof



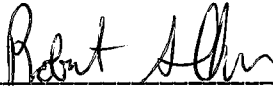
UNION Steward  
AFSCME Council 5

Brad Larson



City Administrator  
City of Savage

Robert Allen



UNION Steward  
AFSCME Council 5

Matt Schirber



Business Representative  
AFSCME Council 5



**Appendix A**

**January 2019 - 3% COLA**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Maint Operator I-Utility Worker I</b>	<b>24.26</b>	<b>25.15</b>	<b>26.00</b>	<b>26.88</b>	<b>27.75</b>	<b>28.62</b>	<b>29.47</b>	<b>30.93</b>
Bi-Weekly	1,940.52	2,012.21	2,079.78	2,150.64	2,219.86	2,289.90	2,357.46	2,474.47
Monthly	4,204.46	4,359.78	4,506.18	4,659.72	4,809.69	4,961.44	5,107.84	5,361.36
Annual	50,453.52	52,317.41	54,074.18	55,916.64	57,716.26	59,537.30	61,294.06	64,336.27
<b>Utility Worker II</b>	<b>26.03</b>	<b>26.99</b>	<b>27.94</b>	<b>28.86</b>	<b>29.79</b>	<b>30.70</b>	<b>31.65</b>	
Bi-Weekly	2,082.25	2,158.88	2,235.51	2,308.85	2,383.01	2,456.34	2,532.15	
Monthly	4,511.54	4,677.57	4,843.61	5,002.50	5,163.18	5,322.08	5,486.33	
Annual	54,138.45	56,130.88	58,123.31	60,030.05	61,958.21	63,864.94	65,835.95	
<b>Mechanic</b>	<b>26.13</b>	<b>27.10</b>	<b>28.03</b>	<b>28.96</b>	<b>29.91</b>	<b>30.87</b>	<b>31.82</b>	
Bi-Weekly	2,090.49	2,167.94	2,242.10	2,317.09	2,392.90	2,469.53	2,545.34	
Monthly	4,529.39	4,697.21	4,857.89	5,020.36	5,184.61	5,350.64	5,514.89	
Annual	54,352.69	56,366.54	58,294.70	60,244.29	62,215.30	64,207.73	66,178.74	
<b>Bldg Srvs Worker</b>	<b>18.76</b>	<b>19.98</b>	<b>21.20</b>	<b>22.42</b>	<b>23.66</b>	<b>24.90</b>		
Bi-Weekly	1,500.50	1,598.56	1,695.79	1,793.85	1,892.73	1,991.61		
Monthly	3,251.09	3,463.55	3,674.22	3,886.67	4,100.91	4,315.15		
Annual	39,013.10	41,562.56	44,090.59	46,640.05	49,210.93	51,781.81		

**January 2020 - 3.5% COLA**

<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
<b>Maint Operator I-Utility Worker I</b>	<b>25.11</b>	<b>26.03</b>	<b>26.91</b>	<b>27.82</b>	<b>28.72</b>	<b>29.63</b>	<b>30.50</b>	<b>32.01</b>
Bi-Weekly	2,008.44	2,082.64	2,152.57	2,225.91	2,297.55	2,370.04	2,439.98	2,561.08
Monthly	4,351.62	4,512.38	4,663.90	4,822.81	4,978.03	5,135.09	5,286.61	5,549.00
Annual	52,219.39	54,148.52	55,966.77	57,873.72	59,736.32	61,621.10	63,439.36	66,588.04
<b>Utility Worker II</b>	<b>26.94</b>	<b>27.93</b>	<b>28.92</b>	<b>29.87</b>	<b>30.83</b>	<b>31.78</b>	<b>32.76</b>	
Bi-Weekly	2,155.13	2,234.44	2,313.75	2,389.66	2,466.41	2,542.32	2,620.78	
Monthly	4,669.44	4,841.29	5,013.14	5,177.59	5,343.90	5,508.35	5,678.35	
Annual	56,033.29	58,095.46	60,157.63	62,131.10	64,126.75	66,100.22	68,140.21	
<b>Mechanic</b>	<b>27.05</b>	<b>28.05</b>	<b>29.01</b>	<b>29.98</b>	<b>30.96</b>	<b>31.95</b>	<b>32.93</b>	
Bi-Weekly	2,163.66	2,243.82	2,320.58	2,398.19	2,476.65	2,555.96	2,634.42	
Monthly	4,687.92	4,861.61	5,027.92	5,196.07	5,366.07	5,537.92	5,707.92	
Annual	56,255.03	58,339.37	60,335.02	62,352.84	64,392.83	66,455.00	68,494.99	
<b>Bldg Srvs Worker</b>	<b>19.41</b>	<b>20.68</b>	<b>21.94</b>	<b>23.21</b>	<b>24.49</b>	<b>25.77</b>		
Bi-Weekly	1,553.02	1,654.51	1,755.14	1,856.63	1,958.97	2,061.31		
Monthly	3,364.88	3,584.77	3,802.81	4,022.70	4,244.44	4,466.18		

Annual	40,378.56	43,017.25	45,633.76	48,272.45	50,933.31	53,594.17	
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**APPENDIX B**

**LETTER OF UNDERSTANDING**

The City and the Union recognize that the City of Savage no longer maintains the position of Administrative Assistant, or hires part-time employees in the Public Works Department.

Therefore, it is agreed that any and all reference to these positions will be deleted from the Labor Agreement between the City of Savage and AFSCME Council 14, effective January 1, 1999. This agreement is reached with the understanding that should these positions be introduced to the Public Works Department organizational structure in the future they will be bargaining unit positions and subject to negotiation under the existing Labor Agreement between the City of Savage and AFSCME.

**APPENDIX C**

A. Letter of Understanding – Article 18 and Article 20 – Call-Back and Stand-By

For the contract 2017-2018 only, Employer shall agree to allow employees the option to take the hours in call-back and stand-by status as compensatory time, cash payment, or a combination thereof. This understanding is more clearly outlined in the Memorandum of Understanding dated November 18, 2014, which is attached hereto.

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**C I T Y O F S A V A G E**

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**M E M O R A N D U M**

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**DATE:** November 18, 2014

**TO:** Mark Friedrich, Union Steward  
 Dan Laursen, Union Steward  
 Cliff Yandle, Union Steward

**FROM:** John Powell, Public Works Director/City Engineer

**RE:** 2015-2016 Labor Agreement –AFSCME/City of Savage

Public Works employees continue to express concern regarding the City’s interpretation and administration of the Labor Agreement as it relates to work hours and compensatory time. In response to these concerns, the City will modify the interpretation of the agreement language **until the Labor**

**Agreement expires on December 31, 2016, as follows:**

**Article 10 Relief and Meal Periods**

An Employee may take a single meal period (without pay) of one-half (1/2) hour, and two (2) fifteen (15) minute relief periods (with pay) during a normal work day at times determined by the Employer, and to be taken at Employee's assigned work area. Breaks for working a shift longer than eight (8) hours in length shall be assigned by the department head.

*Discussion: The midday lunch break is an unpaid meal period; not two paid relief periods back-to-back. Public Works employees have been allowed to leave work at 3:00 pm (providing for the back-to-back PAID break between 3:00 pm and 3:30 pm). For 2007, the City agreed to pay 1/2 hour of straight time between the hours of 3:00 and 3:30 if employees were required to work. Beginning April 6, 2008, the City has further agreed to pay overtime between the hours of 3:00pm and 3:30pm if employees are required to work. Please note that this means that there are no other breaks during the normal work day. Beginning on 1/1/15, the City agrees that when employees are working 10 hour shifts, four days per week, the two paid relief periods will be 20 minutes in length. Consistent with the previous understanding, this will yield a 40 minute paid break at the end of the day.*

**Article 34 Compensatory Time**

34.1 Up to a maximum of 60 hours of compensatory time per calendar year may be used by the Employee. To use accrued compensatory time, the Employee must have prior approval from the Employee's Supervisor.

34.2 At calendar year end, Employee's shall be paid for unused compensatory time. Compensatory time will be cashed out at the final pay rate the Employee was earning in that calendar year. Cash-out payments will be made by separate check no later than two (2) pay periods following the calendar year end.

*Discussion: In the recent past, Employees were allowed to accrue hours in excess of 60 hours, and were paid for unused compensatory time at year end, consistent with the contract language. However, the Fair Labor Standards Act (FLSA) also requires payment for overtime worked, technically on the following payday. The City has a concern that accrual of compensatory time in excess of what can be used may be interpreted as inconsistent with FLSA rules. However, as each Employee determines whether or not overtime is taken as monetary payment or as compensatory time off; and as the Employees have requested the ability to accrue excess compensatory time; this FLSA concern is somewhat alleviated. Beginning April 6, 2008, the City has agreed to allow Employees to accrue compensatory time off in excess of the 60 hours that may be used. Please note that based on the cash-out terms, cash-out pay would be subject to a tax premium for a lump sum check at year end.*

These modified interpretations of Labor Agreement language assume that the Employer continues to retain the sole authority for work schedules, and that these matters are subject to subsequent Labor Agreement negotiations.

If you have any questions related to this memo, please let me know.

c: Barry Stock, City Administrator

***APPENDIX D***

Letter of Understanding – Article 9.6 – Compensatory Time

For the contract 2017-2018 only, Employer shall agree to allow honor interpretation of compensatory time as noted in the following e-mail: