

AGREEMENT

BETWEEN

CITY OF SHOREWOOD, MINNESOTA

AND

LOCAL 224, COUNCIL 5

OF THE

AMERICAN FEDERATION OF STATE

COUNTY AND MUNICIPAL EMPLOYEES,

AFL-CIO

JANUARY 1, 2019 – DECEMBER 31, 2021

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AGREEMENT

This Agreement is entered into by and between the City of Shorewood, Minnesota, a municipal corporation, hereinafter referred to as the EMPLOYER, and Local 224, Council 5 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION.

ARTICLE 1 – PURPOSE AND INTENT

It is the purpose of this Agreement to establish certain wages, hours, and conditions of employment, and to establish procedures for the resolution of disputes concerning the interpretation or application of the Agreement. The Employer and the Union continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, 179A.03, Subdivision 8, as may be amended from time to time, for all employees of the Public Works department of the City of Shorewood whose service exceeds the lesser of fourteen (14) hours a week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) days a year, excluding supervisory and confidential employees.

ARTICLE 3 – DEFINITIONS

- Section 1: UNION: Local 224, Council 5 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO.
- Section 2: EMPLOYER: the City of Shorewood.
- Section 3: UNION MEMBER: a member of Local 224, Council 5 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO.
- Section 4: EMPLOYEE: a member of the exclusively recognized bargaining unit.
- Section 5: BASE PAY RATE: the employee's hourly pay rate exclusive of longevity or any other special allowance.
- Section 6: SENIORITY: length of continuous service in any of the job classifications covered by Article 2 of this agreement.

- Section 7: GRIEVANCE: any dispute or disagreement between the Employer and the Employee(s) concerning the interpretation, application or alleged violation of the specific terms and/or conditions of this Agreement.
- Section 8: BUSINESS DAY: for purposes of Article 8, means calendar days excluding holidays and weekends as defined by this Agreement. In computing any period of time pursuant to action under Article 8, the day, act, or event upon which a period of time begins to run shall not be included.
- Section 9: SERVICE: shall mean personal delivery or service by certified mail.
- Section 10: REDUCED TO WRITING: means a statement outlining the nature of a grievance, the provision(s) of the Agreement in dispute and the relief requested.
- Section 11: ANSWER: means a response indicating the Employer's position on a grievance.

ARTICLE 4 – UNION SECURITY

Section 1: In recognition of the Union as the certified exclusive representative, the Employer shall deduct from the wages of employees who authorize in writing such a deduction, an amount sufficient to provide payment of dues established by the Union. Such monies shall be remitted to the appropriate designated Officer of the Union.

Section 2: The Union may designate one employee from the bargaining unit to act as Steward and shall inform the Employer in writing of such choice.

Section 3: The Employer shall, on request of the Union, grant reasonable time off as required by law, an unpaid leave of absence to Union Members who are elected or appointed officials of the Union.

Section 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 Employer or as a result of any action taken or not taken by the Employer under the provisions of this Article. Further the Union and the Employer recognize and agree that the limitations of the Employer's liability also apply should the Union exercise the application of "fair share" as provided by M.S. 179A.06, Subdivision 3, as may be amended from time to time.

ARTICLE 5 – EMPLOYER SECURITY

The Union and its members agree that during the life of this Agreement, they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of, or interference with, the normal functions of the Employer. Violations of this Article shall be grounds for disciplinary action up to and including discharge.

ARTICLE 6 – EMPLOYER AUTHORITY

Section 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.

Section 2: Any terms and conditions 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 – NON-DISCRIMINATION

The parties agree that their respective policies will not discriminate against any employee covered by this Agreement because of gender, creed, color, age, national origin, handicap, sexual preference, political or religious beliefs, association or affiliation or non-association or non-affiliation with a labor organization, nor will either party to this Agreement discriminate on the aforementioned basis in the application or interpretation of the provisions of this Agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

Section 1. 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 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.

Section 2. Procedure: Grievances, as defined in Article 3, Section 7, shall be resolved in conformance with the following procedure:

Step 1. An Employee or Employees claiming a grievance shall meet on an informal basis with the employee's immediate supervisor as designated by the Employer in an attempt to resolve the grievance within fifteen (15) business days after the grievance has occurred. The Employer-designated representative will discuss and give an answer to the Step 1 grievance within ten (10) business days after receipt. If the grievance is not resolved, it may be reduced to writing by the exclusive representative and served upon the Employer-designated Step 2 representative. Service must be made within ten (10) business 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) business 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) business days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by the Employer and the Union. If no agreement is reached, the exclusive representative may proceed with the grievance by appealing to Step 3 within ten (10) business days following the Employer-designated representative's final Step 2 answer. The appeal shall indicate the intention of the Union to proceed with the grievance, a statement of the grievance, the provision(s) of the Agreement in dispute, and the relief requested. Any grievance not appealed in writing to Step 3 by the Union within ten (10) business days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 Representative for mediation. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) business days after receipt of such Step 3 grievance. If a resolution of the grievance results, the resolution shall be reduced to writing as provide in Step 2. A grievance not resolved in Step 3 may be appealed to Step 4 or directly to Step 5 within ten (10) business days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 for mediation or directly to Step 5 for arbitration by the Union within ten (10) business days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and not appealed directly to Step 5 but appealed in Step 4 for mediation, shall be submitted within the designated time limit to the Minnesota Bureau of Mediation Services with notice provided to the Employer. If a resolution of the grievance results, the resolution shall be reduced to writing as provided in Step 2. A grievance not resolved in Step 4 through the mediation process, may be advanced to Step 5 by the Union within in ten (10) business days following final mediation. Any grievance not appealed in writing to Step 5 within ten (10) business days shall be considered waived.

Step 5. A grievance unresolved in Step 3 or Step 4 and appealed in Step 5 may be submitted to arbitration. The Employer and the Union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Union are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The parties shall alternate strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall be requested to hear and decide the grievance. The determination of which party will commence the striking process shall be made by a flip of a coin.

Section 4. Arbitrators Authority:

- A. The arbitrator shall not have the power to add to, delete from, ignore, nullify, or to modify in any way, the terms and conditions of the existing Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Union and the Employer and shall have no authority to make a decision on any other issue not so submitted. The arbitrator's decision 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.
- B. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision is contrary to, inconsistent with, in violation of, or in any way varying from any provision of the laws of Minnesota or rules and regulations promulgated there under, municipal charters, ordinances, or resolutions enacted thereto or which causes a penalty to be incurred there under. The arbitrator's decision shall be issued to the parties 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.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Union and the Employer provided that each party shall be responsible for compensating its own representatives and witnesses. If either part 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.

ARTICLE 9 – SENIORITY

Section 1: Seniority is defined by the Agreement in Article 3, Section 3. Any former employee of the Employer who has terminated may be rehired only under the conditions of a new employee and no credit will be given for prior service.

Section 2: An employee in the Union who is promoted or transfers temporarily to another City department shall have the option to return to his former position without loss of seniority.

Section 3: Seniority shall be calculated as total continuous length of service with the Employer for other benefits under this Agreement.

Section 4. The Employer will maintain and up-to-date seniority roster. An up-to-date copy of the seniority roster will be posted at least once each year and a copy will be provided to the Union. The names of all regular full-time and any part-time members of the bargaining unit who have completed their probationary periods shall be listed on the seniority roster in the order of their seniority and shall show the date from which seniority commences and the employee's job title. Regular part-time employee's seniority shall be pro-rated on their hours of work as a percentage of a forty (40) hour workweek.

Section 5. An employee's seniority shall be terminated:

- a. If the employee resigns, retires, is transferred outside the bargaining unit or is discharged; or
- b. If when recalled to work following a layoff, the employee fails to report to work in accordance with Article 12 – LAYOFF and RECALL; or

ARTICLE 10 – PROBATIONARY PERIOD

Section 1: A probationary employee may be terminated at the sole discretion of the Employer during the probationary period.

Section 2: All newly hired or rehired employees will serve a six (6) month probationary period. During the probationary period, the newly hired employee shall have no seniority status.

Section 3: for newly hired or rehired employees at the end of the probationary period, the City Administrator shall recommend for Council consideration one (1) of two (2) actions:

- a. Termination of the employee; or
- b. Regular employment status.

Section 4: All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.

Section 5: The employee shall be demoted or reassigned at the sole discretion of the Employer to the position held previously or to a comparable position if, at any time during the probationary period the performance of a promoted or reassigned employee is unsatisfactory or if the employee so requests. Such action shall not be subject to the grievance procedure.

ARTICLE 11 – JOB POSTING

Section 1: All internal job openings shall be posted internally for ten (10) calendar days.

Section 2: The Employer and the Union agree that regular job vacancies 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.

Section 3: The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.

Section 4. Seniority will be the determining criterion for transfers and promotions when minimum job-relevant qualifications are met.

Section 5: Employees filling a higher job classification based on the provisions of this Article shall be subject to the conditions of Article 10 – PROBATIONARY PERIOD.

ARTICLE 12 – LAY-OFF AND RECALL

Seniority will be the determining criterion for lay-off and recall when the job-relevant qualifications factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay-off. Recalled employees shall have twelve (12) business 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 13 – WORK SCHEDULES

Section 1: The sole authority in 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 through Friday.

Section 2: Service to the public may require the establishment of regular shifts for some employee's on a daily, weekly, seasonal, or annual basis other than the normal 7:00 a.m. – 3:30 p.m. day. 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 eight (8) hour work day.

Section 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 work day be scheduled to work more than eight (8) hours, however; each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.

Section 4: Service to the public may require the establishment of regular work weeks that could include work on Saturdays and/or Sundays.

ARTICLE 14 – SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Shorewood. 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 of this Agreement shall be voided. The voided provision may be renegotiated at the request of either party. All other provisions shall continue in full force and effect.

ARTICLE 15 – DISCIPLINE

Section 1: The Employer will discipline employees for just cause only.

Section 2: Discipline, when administered, will be in one of the following forms:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension;
- d. Demotion; or
- e. Discharge.

Section 3: An employee who is reprimanded in writing, suspended, demoted, or discharged, shall be furnished with a copy of such disciplinary action. A copy of any such disciplinary action shall also be furnished to the exclusive representative.

Section 4: At the employee's request, the Employer shall remove all references to disciplinary action in the personnel record in the following manner:

- a. Written reprimands after two years with no similar occurrences.
- b. References to suspensions and demotions after five years with no similar occurrences.

ARTICLE 16 – 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. The employer agrees to provide notice to the Union and all employees at least ninety (90) business days prior to subcontracting any work performed by employees covered by this Agreement.

ARTICLE 17 – SICK LEAVE

Section 1. Rate of Accrual: All full-time employees shall earn sick leave at the rate of one (1) day (eight [8] hours) per month of employment after the first full calendar month of employment. If the employment date is the 15th of the month or prior, one full day of sick leave is earned. If the employment date is the 16th of the month or later, the employee must wait until after the end of the next calendar month to begin to earn sick leave. Sick leave may be taken during the probationary period not to exceed the time earned.

Part-time employees working more than 20 hours per week, but less than 40 hours per week shall earn sick-leave on a pro-rated basis. Sick leave will be granted in not less than one hour units, which is to mean that if any time less than one (1) hour is used, one (1) hour will be charged.

Section 2. Maximum Accrual: The maximum sick leave earning limit is 800 hours. At the end of every year, one-half of the accrued sick leave hours in excess of 800 hours may be converted to

other benefits, such as deferred compensation, added to vacation balance, placed in the next year's Section 125 Plan account, paid out as cash, or converted to a combination of other benefits). Upon termination, accrued sick leave will be paid as provided in Article 18 of this Agreement

Section 3. Use of Sick Leave: Employees must inform their supervisor at the earliest possible time when they will be absent due to illness or injury. Sick leave shall be granted only in case of necessity and actual sickness or disability injury to the employee or for dental appointments and physical examinations. Dental appointments and physical examinations must receive prior approval by the employee's supervisor.

Sick leave, vacation, or leave without pay shall be granted in the case of attending to the employee's spouse/partner, child, parent/stepparent, sibling, or grandparent/step grandparent. A doctor's certificate may, at the discretion of the City Administrator, be required for sick family member's absence. All doctor's certificates required by this section will be obtained at the employee's expense.

Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 100 hours in any 12-month period.

Section 4. Worker's Compensation: In case of disability caused by sickness or injury and covered by Worker's Compensation, the City will compensate the employee the difference between their regular base pay and that received from Workers' Compensation payments, but never for a longer period than their accumulated sick leave. In such case, the time deducted from accumulated sick leave shall be in the same amount as the proportion of wages paid by the City as to the entire base pay of the employee. No sick leave will be paid to employees while actually working for others.

Section 5. Return to Work – Dr. Note Required: A doctor's certificate may be required for sick leave absence. Sick leave without pay may be granted at the City Administrator's discretion after earned sick leave with pay has been exhausted.

ARTICLE 18 – SEVERANCE PAY

Section 1: Regular, full-time employees who leave the municipal service in good standing after giving at least two (2) weeks' advance notice shall receive severance pay in accordance with Section 2.

Section 2: Types of termination and qualification for severance.

- a. Procedure: regular full-time employees who leave the municipal service voluntarily in good standing after giving at least two (2) weeks' notice or who receive an Involuntary Elimination

from the City shall be granted severance pay of unused sick time the employee may have based on the following conditions and rates below.

- a) Involuntary Elimination,
 - b) Retirement – Voluntary and in good standing,
 - c) Voluntary retirement or termination of employment due to health reasons, service connected injury, or illness,
 - d) Voluntary in good standing.
- b. Unauthorized Absence: unauthorized absence from work for a period of three (3) consecutive working days shall be considered by the City Administrator as a voluntary termination not in good standing.
- c. Rate of Severance Pay: upon termination of employment, employees with a minimum of five years of continuous employment shall be entitled to receive payment of 50% of sick leave up to a maximum of 400 hours of payout (this calculates to a sick leave balance of up to 800 hours) at termination. Such payment for unused sick leave shall be made based on the employee's hourly rate at the time of separation. The employer will provide, as an option, a lump sum payout of all unused, earned vacation pay at retirement.
- d. For employees with a severance pay pay-out of 100 hours or more shall have 50% of their severance paid into a Post-Retirement Healthcare Savings Account administered through MSRS.

ARTICLE 19 – FUNERAL LEAVE

Section 1: upon notice to the immediate supervisor, all regular full-time employees shall be granted five (5) paid days of leave for death or funerals in the immediate family. Immediate family is defined as spouse, children, parents, siblings, grandparents and corresponding in-laws and corresponding step-relatives.

Section 2: Other types of leave:

- a. Upon notice to the immediate supervisor, all regular full-time employees shall be granted two (2) days of leave for death or funerals of other family members. Other family members shall be defined as aunts, uncles, nieces, nephews, and cousins.
- b. Upon notice to the immediate supervisor, one (1) day of leave shall be granted for death or funeral of relatives or friends.
- c. Other funeral time off with pay may be granted at the discretion of the City administrator.
- d. Leave as granted under Article 19, Section 2, shall be deducted from that employee's accrued sick leave, vacation, personal leave, compensatory time, or maybe without pay.

ARTICLE 20 – INSURANCE

Section 1: Employer Contribution. The Employer shall provide a contribution toward the cost of health insurance, term life insurance, short term and long term disability, and dental insurance on behalf of regular full and part-time employees.

Section 2: The insurance carrier shall be selected by the Employer. The employer shall, following a meet and confer with the Union, determine the type and level of coverage provided e.g. co-pay plan, Health Savings Account, etc.

Section 3: Contribution Amounts.

- a. In 2019 the Employer shall provide up to \$1130 per month to regular full-time employees for coverage stated in Section 1 above. An employee who elects coverage under the Health Savings Account that, combined with other benefits, results in a total cost that is less than the contribution level, shall have the balance applied toward their Health Savings Account up to a maximum of \$2,500 for the year, or \$208 per month. This amount shall be deposited in to the members HSA account at the start of the New Year. Regular part-time employees working more than 20 hours per week shall be entitled to pro-rated contribution. The Employer and Union agree to reopen negotiations for the 2020 and 2021 Employer contribution amount.

Section 4: Deductibility of insurance premiums as pre-tax dollars for employees covered by this agreement shall be available as permitted by Internal Revenue Service regulations.

Section 5: For regular full-time employees that opt-out of the Employer sponsored health plan, the Employer shall pay \$100 per month. To qualify, the employee must provide proof of alternative coverage such as through a spouses plan.

Section 6: In accordance with M.S. Statute 471.61, Subdivision 2(b) as may be amended, an employee who elects to retire early shall be allowed to continue to participate in the Employers group health insurance plan at the employee's expense.

ARTICLE 21 – VACATION

Section 1. Accrual. Regular full-time employees shall accrue paid vacation on the following basis:

Length of Continuous Service	Accrued Vacation Hours
Start through five (5) years	96 hours (8 hours per month – 12 days)
Start of six (6) years through nine (9) years	120 hours (10 hours per month – 15 days)
Start of 10 th year through 19 th year	160 hours (13.33 hours per month – 20 days)
Start of 20 th year through 29 th year	200 hours (16.667 hours per month – 25 day)
Start of 30 th Year and beyond	240 hours (20 hours per month – 30 days)

Section 2. Length of Continuous Service. Length of continuous service for the purpose of determining vacations is calculated from the date of full-time employment with the Employer.

Section 3. Probationary Employees. Probationary employees shall accrue paid vacation time, but shall not be allowed to take vacation leave until after completion of the initial probationary period.

Section 4. Choice of Vacation and Approval Required. Preference in choosing vacation time is given on the basis of length of continuous service for the first ten (10) days (80 hours) of vacation. An employee with more than ten (10) days (80 hours) of accrued vacation will be allowed to choose additional vacation time only after all other regular full-time employees have made their initial choices. Preference in choosing vacation time beyond the initial selection will be given on the basis of length of continuous service. Vacation leave may only be taken after prior approval has been granted by the Employer-designated representative.

Section 5. Vacation Salary Advance. Employees may request vacation salary in advance for the period during which they will be away. A vacation salary advance request must be submitted by the employee to the Employer-designated representative one (1) week in advance of the vacation period.

Section 6. Payment in Lieu of Vacation. Employees continuing in the Employers employment shall not be given pay in lieu of vacation. Employees in good standing at the time they separate employment shall cash out any accrued vacation.

Section 7. Vacation Carry Over. Each employee may carry over to the next year a number of vacation days based on the following formula: two (2) times the annual rate of accrual on December 31.

Section 8. Pro-Rata Vacation. Regular part-time employees will receive paid vacation on a pro-rata basis.

ARTICLE 22 – HOLIDAYS

Section 1. Paid Holidays. Regular full-time employees shall be provided with the following holidays:

Holiday	When observed
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4 th
Labor Day	First Monday in September
Columbus day	Second Monday in October
Veteran's Day	November 11 th

Thanksgiving Day	Fourth Thursday in November
Christmas Eve (half day – four hours)	December 24 th
Christmas Day	December 25 th
Good Friday (half day – four hours)	Friday before Easter Sunday
Personal Leave Day	As provided in Section 2 of this Article

Section 2. Personal Leave Day. An employee may take the personal leave day with the prior approval of the Employer-designated representative. An employee shall request the personal leave day at least three (3) business days in advance. This requirement may be waived with the prior approval of the Employer-designated representative.

Section 3. Holidays Falling on Saturday or Sunday. When New Year's Day (January 1), Independence Day (July 4), or Christmas Day (December 25) fall on a Sunday, the following day (Monday) shall be observed as a holiday. When New Year's Day, Independence Day, or Christmas Day falls on a Saturday, the preceding day (Friday) shall be observed as a holiday.

When Christmas Eve falls on a Sunday the Friday before shall be considered the observed holiday.

Section 4. Holiday Call Outs. Call outs on actual holidays or observed holidays, will be paid at time and a half plus normal holiday pay, except as follows: Call-outs on Memorial Day, July 4, Labor Day, Thanksgiving Day and the actual or observed December 24, December 25, and January 1 holidays will be paid at double the base wage plus regular holiday pay.

This language clarifies that for these last three (3) holidays, double-time plus holiday pay will be paid for call-outs on the actual or observed days.

ARTICLE 23 – LEAVES

Section 1. Child and Parental. The Employer shall grant leave for children's school activities and parenting leave in accordance with Minnesota Statute 181.940 – 181.943 as may be amended and, in the case of parenting leave any federal law or regulation.

Section 2. An employee who is temporarily disabled due to pregnancy or childbirth may use sick leave in accordance with Article 17 – Sick Leave.

ARTICLE 24 – UNIFORMS

Section 1. The Employer shall provide five (5) clean uniforms, consisting of shirts and pants to each regular full-time employee each week. Refer to MOU-Uniforms.

Section 2. The Employer will provide for each employee up to \$250.00 on an annual basis toward the purchase of steel-toed safety boots and \$100.00 for the cost of prescription safety eyewear. Payment will be reimbursed to the employee upon providing to the Director of Public Works a receipt of payment.

Section 3. The Employer will provide \$125 to each employee on an annual basis on or as near January 1st as possible, for the purchase of coveralls and cold weather gear. It will be the responsibility of each employee to obtain, maintain and wear this gear at appropriate times.

Section 4. Each full-time employee shall receive up to one-hundred dollars (\$100) for knee high rubber boots for the life of the contract.

ARTICLE 25 – OVERTIME PAY

Section 1. Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1.50) times the employee's regular base pay rate.

Section 2. Overtime will be distributed in order of seniority with the most senior employee, subject to conditions stated in Article 13, Section 3 (unusual circumstances).

Section 3. Overtime refused by employees will, for record keeping purposes under Section 2, be considered as unpaid overtime worked.

Section 4. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 5. At the option of the Employer, employees may take compensatory time off in lieu of overtime pay. Compensatory time off will be provided at the same rate as overtime pay. Compensatory time may accumulate to a maximum of eighty (80) hours. Overtime hours worked in excess of the eighty (80) cap will be paid at one and one-half (1.50) time the base pay for the two week period in which they are worked. Compensatory time off must have the prior approval of the Employer-designated representative. Members of bargaining unit shall be allowed to cash out compensatory time balances in one (1) hour increments. The bargaining unit employees shall make such request on time reporting form, when reporting times are turned in.

Section 6. An employee may use up to eight (8) hours of compensatory time in any two-week period to be considered as "time worked" for the purposes of qualifying for overtime compensation during that pay period.

ARTICLE 26 – PREMIUM PAY

Section 1. When an employee is called in to work a shift on an emergency basis at a time other than the normal 7:00 a.m. to 3:30 p.m., the Employer agrees to pay said employee a premium of \$6.00 over and above the normal base rate for each hour worked outside the normal work day, except all hours worked over eight (8) in a day will be paid at the rate of one and one-half (1.50) times the employee's base rate.

Section 2. Premium pay is not paid in addition to overtime pay. It does not apply to holidays and observed holidays.

ARTICLE 27 – CALL BACKS

Section 1. Call-Back: An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1.50) times the employee's base rate of pay.

Section 2. On-Call Compensation: Employees who are scheduled to work Call Backs as determined by the Employer shall receive an additional twelve (12) hours of straight time (or compensatory time) per on-call status per division (public works services or utility). On-call pay will be paid at the base pay rate ("Straight Time"), and may be accumulated as a compensatory time at that rate at the request of the employee. All employees who are required to be available for holiday call-backs shall be paid an additional two (2) hours pay per holiday. Employees may elect to use compensatory time off in lieu of holiday pay in accordance with Article 24 – Overtime Pay, Section 5.

Section 3. To receive compensation described in Section 2, the individual on-call must be available for an immediate response by telephone and must respond in an appropriate time period and manner when the situation requires a personal response.

Section 4. Call-Back Procedure:

- a. Call-back sequence. In the event that personnel are required beyond the Utility on-call employee or the Public Works Service on-call employee, the sequence of call-backs would be:
 1. The other employee on-call would be called back.
 2. The supervisor – the Director of Public Works or the Utility Lead – would be notified.
 3. The remaining employees would be called back on the basis of seniority.
- b. Call-backs outside of sequence. The Director of Public Works, or the supervisor in the absence of the Director, shall have authority to call out specific individuals, based on need, where specific expertise or job responsibility is required for the situation. This procedure is to be utilized sparingly and on an as needed basis.

ARTICLE 28 – WAIVER

Section 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.

Section 2. The parties mutually agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposal with respect to any terms or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement


for the stipulated duration of the 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 and 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 29 – DURATION AND EFFECTIVE DATE

This Agreement shall be effective as of the 1st day of January 2019 and shall remain in full force and effect to and including the 31st day of December 2021 subject to the right on the part of the Employer to the Union to open this agreement by written notice to the other party not later than September 1st of the final year of the Agreement. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

This Agreement is entered into on this 7th day of December, 2018.

For the City of Shorewood



Scott Zerby, Mayor



Greg Lerud, City Administrator

For Local 224, Council 5
American Federation of State, County and
Municipal Employees, AFL-CIO

 12/7/18


Brittany Bullock, Field Representative



Greg Fasching, Negotiating Team Member



Robert Hanson, Negotiating Team Member.



Bart Andersen, Field Director

APPENDIX A – WAGE SCHEDULE

Section 1. Wages for 2019 shall increase over the 2018 wages by 3% as shown in the table below:

Classification	Start	After Six Months	After One year	After 2 years	After 3 Years	After 4 Years	After 5 Years
LEO	\$25.40	\$26.33	\$27.25	\$28.21	\$29.11	\$30.06	\$30.98
Shop Tech	\$25.98	\$26.90	\$27.83	\$28.79	\$29.68	\$30.63	\$31.56
Utility Operator	\$26.55	\$27.48	\$28.41	\$29.37	\$30.26	\$31.21	\$32.14
Utility Lead	\$28.56	\$29.61	\$30.65	\$31.71	\$32.75	\$33.76	\$34.84

Section 2. Wages for 2020 shall increase over the 2019 wages by 3% as shown in the table below:

Classification	Start	After Six Months	After One year	After 2 years	After 3 Years	After 4 Years	After 5 Years
LEO	\$26.16	\$27.12	\$28.07	\$29.06	\$29.98	\$30.96	\$31.91
Shop Tech	\$26.76	\$27.71	\$28.67	\$29.65	\$30.58	\$31.55	\$32.51
Utility Operator	\$27.35	\$28.30	\$29.26	\$30.25	\$31.17	\$32.15	\$33.10
Utility Lead	\$29.42	\$30.50	\$31.57	\$32.67	\$33.74	\$34.78	\$35.89

Section 3. Wages for 2021 shall increase over the 2020 wages by 3% as shown in the table below:

Classification	Start	After Six Months	After One year	After 2 years	After 3 Years	After 4 Years	After 5 Years
LEO	\$26.95	\$27.93	\$28.91	\$29.93	\$30.88	\$31.89	\$32.87
Shop Tech	\$27.56	\$28.54	\$29.53	\$30.54	\$31.49	\$32.50	\$33.48
Utility Operator	\$28.17	\$29.15	\$30.14	\$31.15	\$32.10	\$33.11	\$34.09
Utility Lead	\$30.30	\$31.42	\$32.52	\$33.65	\$34.75	\$35.82	\$36.97

***Note: An Additional \$.50 per hour for Shop Tech and \$1.00 per hour for Utility Operator is included in table above.**

****Note: Employees who are required to obtain and maintain certificates/licenses for their department (i.e. Water System Class C Operator License and Wastewater System Class C Operator License) will be compensated at an additional \$.50 per hour per certificate/license.**

Section 4. At the sole discretion of the Employer, an employee may be temporarily assigned to the job classification of Utility Lead Worker by the employee's supervisor to perform the full duties and responsibilities of that classification. The employee shall be paid at a rate of pay that corresponds to the employee's current step on the Utility Lead pay schedule.

Section 5. Progression. Normally an employee would be hired at Step 1 of the wage table. After completing probation, (6 months), an employee would go to Step 2 of the wage table. After completing one (1) year an employee would go to Step 3 of the wage table. After completing two (2) years an employee would go to Step 4 of the wage table. After completing three (3) years an employee would go to Step 5 of the wage table. After completing four (4) years an employee would go to Step 6 of the wage table. After completing five (5) years an employee would go to Step 7 of the wage table.

Upon notice to the Union with reasons for doing so, anytime within the employee's first 18 months of service, the employer may skip the employee a maximum of two steps. A maximum of two steps may be skipped under recommendation of the Director of Public Works and approval of the City Administrator. The employee shall then continue to move through the salary schedule on the annual anniversary date of their employment. The Union agrees that actions taken by the employer under this section shall not be subject to grievance or arbitration.

Section 6. Licensure:

- a. Employees who have and maintain a valid Class C water system operator's license will receive \$200.00 per year. Upon verification of licensure, the additional compensation shall be prorated on a monthly basis and compensated the first pay period of December in each calendar year or upon separation.
- b. Employees who have and maintain a valid Class C Wastewater system operator's license will receive \$200.00 per year. Upon verification of licensure, the additional compensation shall be prorated on a monthly basis and compensated the first pay period of December in each calendar year or upon separation.
- c. -Employees who have and maintain a valid Pesticide license will receive \$200.00 per year. Upon verification of licensure, the additional compensation shall be prorated on a monthly basis and compensated the first pay period of December in each calendar year or upon separation.
- d. The Shop Technician will receive \$200.00 per year for holding and maintaining the Minnesota Department of Transportation Commercial Vehicle Inspection Certificate. Upon verification of licensure, the additional compensation shall be prorated on a monthly basis and compensated the first pay period of December in each calendar year or upon separation.

- e. The employees who are covered by this provision of the agreement are responsible to renew their license on a regular basis, as required by the licensure organization; and subsequently provide a copy of their paperwork including forms, license, and request for reimbursement to the Finance Department.
- f. An employee, who fails to provide the necessary paperwork and materials to the Finance Department in order to renew the license, will have their compensation reduced in accordance with the agreement until the employee obtains valid licensure.
- g. If the employee fails to pass the exam and does not qualify for the appropriate work related license, the employee's compensation will be reduced in accordance with the Agreement.

MOU – Uniforms

The City and Local 224 Agree to the following statements:

1. The present uniform service company, Cintas, is performing at an unacceptable level.
2. Under the current agreement, employees should not be responsible for laundering their city provided work uniforms.
3. The current contract with Cintas ends on May 1, 2019. Until that time, the city is bound by the terms of that agreement.

Until the end of the contract with Cintas:

1. The City will work to improve the service through the end of the city's contract with Cintas.
2. During this time, the City will explore options for purchase of uniforms and laundry service, or a service to provide and launder uniforms.
3. Management will involve Local 224 in the discussions about service provider and the uniforms. Local 224 acknowledges that the final decision as to the vendor or supplier of uniforms, as well as the composition, color, design, etc. of the uniform is exclusively a management decision.


At the conclusion of the contract with Cintas:

1. The City will provide uniforms under the existing contract terms of Article 24, Section 1: The Employer shall provide five (5) clean uniforms, consisting of shirts and pants to each regular full-time employee each week.

For the City of Shorewood



Scott Zerby, Mayor

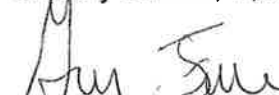


Greg Lerud, City Administrator

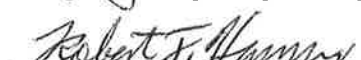
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 12/7/18

Brittany Bullock, Field Representative

 12/11/18

Greg Fasching, Negotiating Team Member

 12/11/18

Robert Hanson, Negotiating Team Member

SENIORITY LIST
2018

<u>Employee Name</u>	<u>Job Classification</u>	<u>Seniority Date</u>
Brad Mason	Shop Technician	06-01-98
Bruce Stark	Light Equipment Operator	05-19-01
Christopher Pounder	Light Equipment Operator	10-01-04
Greg Fasching	Utility Operator	10-01-10
Robert Hanson	Utility Operator	01-06-14
Christopher Heitz	Light Equipment Operator	05-18-17
Scott Schroeder	Light Equipment Operator	03-19-18
Andrew Eslinger	Utility Operator	10-29-18

