

# **LABOR AGREEMENT**

**Between  
THE CITY OF CHAMPLIN**

**And**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME) COUNCIL NO. 5, LOCAL 2454**

**January 1, 2022 through December 31, 2024**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Champlin, hereinafter referred to as the Employer and the American Federation of State, County and Municipal Employees, Council No. 5, Local 2454, hereinafter called the Union. The intent and purpose of this Agreement is to:

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

## **ARTICLE 2 - RECOGNITION**

The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subd. 14, in an appropriate bargaining unit consisting of the following job classifications:

All clerical, technical and professional employees of the City of Champlin, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding confidential, supervisory, essential, and all other employees.

## **ARTICLE 3 - DEFINITIONS**

- 3.1 UNION: The American Federation of State, County and Municipal Employees, Council No. 5, Local 2454.
- 3.2 EMPLOYER: The City of Champlin, Minnesota
- 3.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council No. 5, Local 2454.
- 3.4 UNION OFFICER: Officers elected or appointed by the American Federation of State, County and Municipal Employees, Council No. 5, Local 2454.
- 3.5 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.6 BASE PAY RATE: The Employee's hourly pay rate exclusive of any other special allowance.
- 3.7 EMPLOYEE SENIORITY: Length of continuous service with the Employer.  
(See Article XIV)

- 3.8 JOB CLASSIFICATION SENIORITY: Length of service in a job classification covered by this Agreement.
- 3.9 REST BREAKS: Employees will be provided a fifteen (15) minute paid rest break for each four (4) hours of work.
- 3.10 MEAL BREAK: Employees will be provided one (1) thirty (30) minute unpaid meal break during each eight (8) hour or longer shift.
- 3.11 NORMAL WORKING DAY: A continuous eight (8) to ten (10) hour work period.
- 3.12 REGULAR FULL-TIME EMPLOYEE: An Employee who has completed the initial probationary period and who serves in a position which is provided in the budget and works forty (40) hours per week on a year-round basis.
- 3.13 REGULAR PART-TIME EMPLOYEE: An Employee who has completed the initial probationary period and who serves in a position which is provided in the budget and works more than 14 hours, but less than 40 hours per week on a year-round basis.
- 3.14 PROBATIONARY EMPLOYEE: An Employee filling a regular position authorized in a budget but has not fulfilled the requirements for regular appointment.
- 3.15 TEMPORARY EMPLOYEE: An Employee who is employed less than sixty-seven (67) days in a calendar year and is not eligible for any fringe benefits.
- 3.16 SEVERANCE PAY: Payments made to an Employee under the conditions and rates contained in Article 17 of this Agreement.
- 3.17 OVERTIME: Work performed with the approval of the Employer (except for shift changes) or more than forty (40) hours within a seven (7) day period; said seven (7) day period to commence at the discretion of the Department Director.
- 3.18 CALL BACK: Return of an Employee to a specific work site to perform assigned duties with the authorization of the Employer at a time other than an assigned normal workday. An extension of or early report to an assigned normal work day is not a call back.

#### **ARTICLE 4 - UNION SECURITY**

- 4.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues.

- 4.2 In accordance with PELRA, any Employee included in the appropriate unit who is not a member of the exclusive representative may be required by the exclusive representative to contribute a fair share fee for services rendered as exclusive representative. The fair share fee for any Employee shall be in an amount equal to the regular membership dues of the exclusive representative less the cost of benefits financed through the dues and available only to members of the exclusive representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.

The exclusive representative shall provide written notice of the amount of the fair share assessment to the Commissioner, the Employer and to each Employee to be assessed the fair share fee.

A challenge by an Employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the Employer and the exclusive representative within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons, therefore, but the burden of proof relating to the amount of the fair share fee shall be on the exclusive representative. The Employer shall deduct the fee from the earnings of the Employee and transmit the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the Employer pending a decision by the Commissioner, PERB, or court. Any fair share challenge shall not be subject to the grievance procedure. All dues and fair share fee monies shall be submitted to the designated Union Officer, along with an itemized list, on a monthly basis.

- 4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issues against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 4.4 The Union may designate certain employees from the bargaining unit to act as stewards and shall notify the Employer, in writing, when elected officials are chosen.
- 4.5 The Employer shall make space available on the Employee bulletin board for posting Union notices and announcements.
- 4.6 The Employer acknowledges the right of the Union employees to convene for the purpose of conducting Union meetings during the Union employee's rest breaks, meal break, and before or after working hours; work schedules permitting.

## **ARTICLE 5 - EMPLOYER AUTHORITY**

- 5.1 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, per MN Statute 179A.07, Subd, 1.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain within the discretion of the Employer to modify, establish, or eliminate.

## **ARTICLE 6 - SAVINGS CLAUSE**

In the event any provision of this Agreement shall be held 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 shall be renegotiated at the written request of either party.

## **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 Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated, as provided by Article 4 of this Agreement.
- 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 when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union representative have notified and received the approval of the designated Supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer

7.4 Procedure. Grievances, as defined in Section 7. 1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of the Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, or the Employee becomes aware of such alleged violation, present such grievance to the Employee's supervisor as designated by the Employer with Union representation. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within 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 Employers 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. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Public Employment Relations Board.

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 not so submitted.
- B. 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 of the arbitrator 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 equally shared.

7.6 Waiver. If a grievance is not presented within the time limit 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 limit, 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 in each step.

## **ARTICLE 8 - JOB POSTING/PROMOTIONS**

- 8.1 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.
- 8.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 13.
- 8.3 The Employer shall fill posted jobs based on seniority when all other job relevant qualification factors are equal.
- 8.4 All job announcements shall be posted on City bulletin boards for a minimum of ten (10) working days, so that interested members of the bargaining unit will be considered for such positions. All employees making such application shall be considered for the vacancy.



## **ARTICLE 9 - WORK SCHEDULES**

- 9.1 The sole authority in work schedules is the Employer. The normal work day for an Employee shall be five (5) eight (8) hour days or four (4) ten (10) hour days. The normal work week shall be forty (40) hours, Monday through Friday. Regular hours are from 8:00 am to 4:30 pm.
- 9.2 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 day. The Employer will give forty eight (48) hours advance notice of work days different from the Employee's normal eight (8) hour work day.
- 9.3 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 needs to 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.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays. The Employer will give one month advance notice of work weeks different from the Employee's normal Monday through Friday work week.
- 9.5 Part time Employee Holiday Schedule: Regular part time employees may, with supervisor's approval, modify their work schedules during the week that the holiday occurs. With prior approval, they may use one of the following three options:
1. The employee may work additional hours to supplement their pro-rated holiday time, or
  2. The employee may use available vacation time to supplement their pro-rated holiday time, or
  3. The employee may choose to receive pro-rated holiday pay at the rate of (32 hours=6.4 hours; 36 hours=7.2 hours).
- Regular part time employees will not be permitted to modify their schedules and work additional hours in excess of forty (40) hours in any one work week.

These provisions are understood to be available to all AFSCME regular part time employees.

## **ARTICLE 10 - OVERTIME PAY**

- 10.1 Time worked in excess of forty (40) hours within a seven (7) day period, will be compensated for at one and one-half (1 1/2) times the Employee's base pay rate.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 Overtime refused by employees will, for record purposes under Article 10.2, be considered as unpaid overtime worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hour worked.
- 10.5 All compensated time shall be counted as time worked for the purpose of calculating overtime pay.
- 10.6 Employees are eligible for overtime either through pay at the rate of time and one-half or compensatory time off at the rate of time and one-half. The choice of pay or compensatory time, shall be agreed to by the employee before working extra time. Compensatory time shall be allowed to accrue to a maximum of sixty (60) hours straight time (90 hours compensatory time) per Employee. Employees who do not use earned compensatory time by December 1st of the current year, may convert the balance of compensatory time to cash. Said conversions shall be submitted to their Department head, in writing, by December 1st. Compensatory time cash out to be paid by the next full payroll period after December 1st of the current year. The Employer retains the right to pay off accumulated unused compensatory time.
- 10.7 Overtime shall be calculated to the nearest quarter hour or fifteen (15) minutes.

## **ARTICLE 11 - CALL BACK**

An Employee called in for work at a time other than the Employee's scheduled shift will be compensated for a minimum of two (2) hours' pay and one and one-half (1-1/2) times the Employee's base pay rate. An extension of an Employee's scheduled shift or an early report to an Employee's scheduled shift does not qualify as a call back.

## **ARTICLE 12 - DISCIPLINE**

- 12.1 The Employer will discipline Employees for just cause only. Discipline will be progressive in the following manner:
- a. oral reprimand
  - b. written reprimand
  - c. suspension
  - d. demotion; or
  - e. discharge
- 12.2 Suspensions, demotions, and discharges will be in written form and given to the Employee as soon as practicable.
- 12.3 Written reprimands, notices of suspension, and notices of demotions and discharges which are to become part of the Employee's personnel file shall be read and acknowledged by the signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 12.4 Employees may examine their own individual personnel file at reasonable times under the direct supervision of the Employer.
- 12.5 Where an Employee is questioned regarding an investigation of a matter that may lead to a disciplinary action, such questioning will be conducted in a manner not to unreasonably embarrass the Employee before other employees or the public. If, in the course of an investigation, it is determined that disciplinary action may be taken against an Employee, the Employee will be given an opportunity to have a Union representative present before the Employer proceeds further to question the Employee regarding the matter.

## **ARTICLE 13 - PROBATIONARY PERIODS**

- 13.1 All newly hired or rehired Employees will serve a six (6) month probationary period. Upon completion of the probationary period, Employees shall begin the step increase program according to the wage schedule. Thereafter, annual salary increases shall occur on January 1st.
- 13.2 All promoted Employees will serve a six (6) month probationary period in any job classification in which the Employee has not served a probationary period. Upon promotion, Employees will move to the step in the new grade where the wage rate is closest to (but higher than) the wage rate the Employee had in the previous position. Upon completion of the six month probationary period, the promoted Employee will move to the next step within their new grade. The promoted Employee will then receive step increases in accordance with the wage schedule.

- 13.3 During the promotional probationary period, Employees who have been promoted but may be unsuited for the work of the position to which they have been promoted, may be reinstated to the position and rate of pay of the position or similar position from which they were promoted.
- 13.4 During the probationary period, a newly hired or rehired Employee may be terminated at the discretion of the Employer.

#### **ARTICLE 14 - SENIORITY LAY OFF AND RECALL**

- 14.1 Seniority under this Article shall be determined by the Employee's length of continuous bargaining unit employment with the Employer.
- a. Employees being transferred to bargaining unit positions from within the City shall be considered as new Employees for the purpose of bargaining unit seniority. Other benefits acquired as a City Employee, shall be retained by the Employee (i.e. insurance, sick leave, vacation, comp time, etc.)
  - b. Employees being transferred to other City positions outside the bargaining unit shall retain accumulated seniority for 12 months. Only if such Employees return to their previous bargaining unit positions within 18 months shall bargaining unit seniority be retained. Bargaining unit seniority shall again begin to accrue from the most recent date of bargaining unit employment. Other benefits shall continue to accrue as stated in 14.1 a.
- 14.2 Employees shall be laid off by inverse job classification seniority. Temporary and emergency work must first be offered to laid off employees that have been laid off in the last five (5) years.

When an Employee is laid off, the Employee shall be permitted to exercise seniority rights to a position in the same classification or in any classification previously worked by the displaced Employee. Such Employees may, if they so desire, have the right to a position created by the reduction of the least senior Employee in a lower classification or any other classification previously worked by the displaced Employee. For the purpose of this section, an Employee displaced by a laid off Employee shall have the same rights to a position as the laid off Employee.

In the event a displaced Employee does not have experience in another classification, the following procedure may apply: If a displaced Employee is determined by the City Administrator as qualified to perform the work in a lower classification, the Employee shall have the right to a position in such lower classification provided that the displaced Employee has greater seniority than the least senior person at that lower classification. Employees retained or recalled must be qualified to perform the work available, as determined by the City Administrator.

- 14.3 Recall: Employees who are laid off without work, or working at a reduced salary classification and/or at reduced hours, shall be offered for a period of two (2) years from date of layoff, vacant positions in inverse order of their layoff by job classification seniority. Notwithstanding the two-year period, at the time the Employee either accepts a position or refuses a position at the previous classification at the previous number of hours, their rights under this section shall terminate.

An Employee who has been laid off shall receive posted vacancy notices up to a period of two years.

- 14.4 When the City initiates a planning process which is anticipated to result in a layoff, the City will meet and confer with the Union at least 21 days prior to layoff. The employee shall receive at least 14 days notice prior to layoff. This advance notice will not apply in the event of an emergency or where the need for the layoff is otherwise unforeseen.

## **ARTICLE 15 - HEALTH, WELFARE AND INSURANCE**

- 15.1 The Union and the City agree that the City will make the following contributions toward the premium for health, dental and life insurance coverage for 2022 through 2024:

- 2022- \$25 increase (from \$1305 per month to \$1330 for family coverage)
- 2022 - \$25 increase (from \$879 per month to \$904 for single coverage)
- 2023 - \$25 increase (from \$1330 per month to \$1355 for family coverage)
- 2023- \$25 increase (from \$904 per month to \$929 for single coverage)
- 2024 - \$25 increase (from \$1355 per month to \$1380 for family coverage)
- 2024- \$25 increase (from \$929 per month to \$954 for single coverage)

- 15.2 The City agrees to provide a “me too” clause limited specifically to increasing the COLA and the employer contribution to health insurance benefits and/or opt out benefits based on voluntary negotiations by the City and not subject to awards to other employee union groups by an arbitrator.

- 15.3 Current AFSCME employees (not the positions), hired prior to January 1, 2009 and currently eligible for insurance benefits, will continue to receive benefits consistent with those currently being provided. All AFSCME employees hired after January 1, 2009 will receive pro-rated health, dental and life insurance benefits, based on actual hours worked. Temporary employees are not eligible for benefits under this Article.

If an employee does not elect dependent coverage for health insurance, the City's contribution for dental insurance will be limited to the amount of a single premium.

Employees may elect to receive a cash payment in lieu of medical and dental insurance, provided a waiver of coverage is signed by the Employee and they can prove group coverage through another source. This section shall apply only to those Employees eligible for the City's health and dental plans. The City's opt out amount will be based on 50% of the health insurance single premium, to a maximum of \$300, and the City's opt out amount for dental insurance will be \$25. An employee who chooses to opt out of health insurance and participates in dental insurance will receive the City's single contribution toward the premium for dental insurance. An employee who chooses family coverage for health insurance, but chooses to opt out of dental insurance will not receive the monthly opt out amount if the City's monthly contribution amount is equal to or less than the monthly premiums for life and health insurance. If the City monthly contribution amount is more than the life and health insurance premiums, the employee will receive the difference in contribution vs. premiums, up to \$25 per month.

Employees choosing this option may do so at any time. Employees wishing to re-enroll in the medical and/or dental plans may only do so under qualifying circumstances such as adding or dropping dependents, change in employment status, death or divorce of a spouse or at open enrollment.

- 15.4 Employees currently on the City's health insurance plan are eligible to opt-out effective January 1, 2011, but if they received the \$5,500 HSA contributions in 2009 and 2010, they will not receive opt-out compensation until the \$5,500 is paid back via opt out contributions. This requirement will sunset on January 31, 2019.

15.5 Life Insurance.

The City pays the premium on a \$20,000 life insurance, and \$20,000 accidental death and dismemberment policy for each Employee, effective the first day of employment. Additional voluntary life insurance coverage is available for employees, spouses and all dependent children of at least six (6) months of age or older.

Regular part-time Employees are not eligible for this life insurance policy.

Premiums are the responsibility of the employee based on amount of coverage and age of Employee/spouse and payments are made monthly through payroll deduction.

15.6 Long Term Disability Insurance.

The Employer shall provide long-term disability insurance for all eligible Employees. The Employee agrees to contribute a maximum of 8 hours of sick leave per year toward the premium, with the Employer paying the remaining amount of the premium.

15.7 Retirement Health Savings Plan:

The City will provide a Retirement Health Savings Plan benefit to the AFSCME Union members in accordance with the Vantagecare Retirement Health Savings Plan Summary of Plan Provisions set for the by the City, ICMA-RC and the IRS.

**ARTICLE 16 - HOLIDAYS AND VACATIONS/LEAVES**

16.1 Holidays.

Employees shall receive the following holidays:

New Year's Day	January 1
Martin Luther King Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Post Thanksgiving Day	Friday after 4th Thursday in November
Christmas Eve***	December 24 (City Hall Close at Noon)
Christmas Day	December 25

*\*Half-day floating holiday, per year*

*\* "Floating" holiday time needs to be used in the calendar year in which it is earned or accrued.*

*\*\*\*Christmas Eve is only observed when it falls on Monday through Thursday.*

16.2 Major Holidays.

When New Year's Day, Independence Day, Veterans Day or Christmas Day fall on Sunday, the following Monday shall be observed as a holiday. When they fall on Saturday, the preceding Friday shall be observed as a holiday. Employees absent from work on the day following, or the day preceding, a three (or four) day holiday weekend without authorization, shall forfeit their rights to holiday pay for the holiday.

- 16.3 An Employee required by the Employer to work on any of the holidays set forth in Section 16.1 of this Agreement shall be paid at the rate of one and one-half (1 1/2) times the Employee's base hourly pay rate for all hours worked on the holiday, in addition to their regular scheduled hours at their regular rate, however Community Service Officers will be paid only time and one half when scheduled to work on a holiday. For purposes of this section, the Holiday will be on the actual holiday date (Section 16.2 will not apply) and Christmas Eve will be considered a half day holiday regardless of the day of the week that it falls on.
- 16.4 Temporary Employees shall not be eligible for holiday benefits.
- 16.5 Probationary and regular part-time Employees, employed an average of forty (40) hours per pay period, shall be eligible for pro-rata holiday benefits as determined by their work schedules.
- 16.6 Vacation Time.
- Amount. Regular full-time Employees shall accrue eighty (80) hours of vacation leave per year for the first five (5) years of employment. Beginning the sixth (6th) year of employment and through the tenth (10th) year, regular full-time Employees shall accrue 120 hours of vacation leave per year. Employees beginning their eleventh (11th) year of employment and until the time of employment separation shall accrue an additional eight (8) hours of vacation per year, not to exceed 200 hours per year. Employees using accrued vacation leave shall be considered to be working for the purpose of accumulating additional vacation leave. All Employees will accrue vacation leave based on a maximum 2,080 hour year.
- 0- 5 years of service = 80 hours of vacation  
6-10 years of service = 120 hours of vacation  
11 years of service and over = an additional 8 hours per year, not to exceed 200 hours per year
- 16.7 Usage. Vacation leave may be used as earned (upon completion of the six-month probationary period). Supervisor and City Administrator approval is necessary for all requested vacation leave. Employees shall not be permitted to waive vacation and receive double pay.
- 16.8 Accrual. Employees may accumulate to a maximum of eighty (80) hours in excess of their yearly accrual rate. Employees who have asked for vacation time and been denied, shall have the ability to carry all of those hours over the max. Failure to follow this procedure will result in the loss of any vacation leave in excess of the established maximum at the end of that calendar year.



- 16.9 Donation of Vacation Leave. Employees may donate up to twenty (20) hours of accrued vacation leave (or a combination of vacation and sick leave up to a maximum of 20 hours) for the benefit of a fellow Employee. The number of hours donated must be credited to the sick leave amount of the receiving Employee. The Employee must notify the Employer in writing of the amount of time he/she wishes to donate and the name of the receiving Employee. This donation is subject to the City Ordinance and administrative policy rules currently in place.
- 16.10 Part-time Employees employed an average of forty (40) hours per pay period shall be eligible to accrue pro-rated vacation benefits from their date of employment based on their work schedules. After six (6) months of employment, part-time Employees may use their accrued vacation pursuant to the terms of this Article.
- 16.11 Sick Leave
- Eligibility. Sick leave with pay shall be accrued by probationary and regular Employees at the rate of one working day for each calendar month of service, or fraction thereof. Sick leave for part-time Employees working an average of forty (40) hours per pay period or more shall be pro-rated based on their work schedules, and shall accrue from their date of employment. After six (6) months of employment, part-time Employees may use their accrued sick leave pursuant to the terms of this Article.
- 16.12 Usage. Sick leave may be used for absence from duty because of illness, disability, or injury, dental or medical treatment for the employee or the employee's immediate family. Immediate family shall mean parents, spouse, children, step-children and grandchildren of the Employee.
- If an Employee is the primary caregiver for an immediate family member who is living in the same household, the Employee may use sick leave to care for the immediate family member, with the written approval of the Employee's supervisor and the City Administrator. In this instance, immediate family shall mean siblings, parents, spouse, children, step children, grandchildren, grandparents and corresponding step relatives and in-laws of the Employee. It is the Employee's responsibility to immediately notify their supervisor when the immediate family member takes residence in their home.
- 16.13 Accrual. Sick leave shall accrue at the rate of eight (8) hours per month, until 1040 hours have been accumulated, at which time four (4) hours of sick leave per month will be banked. Employees using earned sick leave shall be considered to be working for the purpose of accumulating additional sick leave. Banked sick leave shall not be used until all other sick leave has been exhausted.

- 16.14 Procedure. In order to be eligible for sick leave with pay, Employees must:
- a. Notify their supervisor within thirty (30) minutes of the time set for the beginning of their normal workday.
  - b. Keep their supervisor informed of their condition if the absence is of more than three (3) days duration.
  - c. Submit medical certificates for absences exceeding three (3) days if required by the City Administrator.
- 16.15 No Terminal Sick Leave. Sick leave benefits shall not be granted upon termination of employment; except as specified for severance pay.
- 16.16 Donation of Sick Leave.
- a. With the express written approval of the City Administrator, City Employees having accrued sick leave will be allowed to donate a portion of such accrued sick leave to fellow employees experiencing a major life threatening disease or condition suffered by the Employee or members of their immediate family. A major life threatening disease or condition shall include but not be limited to the following: heart attack, stroke, organ transplant or life-threatening illness, or conditions as defined by a physician's diagnosis.
  - b. The donation of sick leave from one Employee to another shall be subject to the following terms and conditions:
    1. An Employee is only eligible to receive donated sick leave for time loss from work due to a major life threatening disease or condition as described above, equal to the number of hours of time, compensated by sick leave, vacation leave or compensatory time, which the Employee would lose from his or her job due to the major life-threatening disease or condition of themselves or their immediate family.
    2. An Employee will be eligible to receive donated sick leave only after all accumulated sick leave, vacation leave, and compensatory time have been used by the Employee.
    3. No Employee will be allowed to receive more than twenty (20) days of donated sick leave for any single major life-threatening disease or condition without the express written approval of the City Administrator.

4. Employees may donate up to twenty (20) hours of accrued sick leave at the donating employees hourly rate at the time of donation up to a max of \$500 (or a combination of vacation and sick leave up to a maximum of 20 hours) for the benefit of a fellow Employee. The number of hours donated must be credited to the sick leave amount of the receiving Employee. The Employee must notify the Employer in writing of the amount of time he/she wishes to donate and the name of the receiving Employee. This donation is subject to the City Ordinance and administrative policy rules currently in place.
5. A written request to donate sick leave must be made to the City Administrator on forms designated by the City for this purpose.
6. The City Administrator shall have the right to deny use of donated sick leave or limit its use as shall be determined in the best interest of the City of Champlin.

16.17 Funeral Leave.

Upon completion of the assigned probationary period Employees are allowed funeral leave of up to three (3) days per occurrence for death in the immediate family including spouse, parents, children, siblings, grandchildren or grandparents, aunts and uncles, nieces and nephews, corresponding in-laws and step relatives. That time is not chargeable against any accrued vacation or sick leave.

Additional funeral leave may be taken and is deductible from sick leave or vacation or comp time as the Employee may choose with the approval of the City Administrator.

16.18 Medical Leave.

A medical leave without pay may be granted to an Employee in a non-probationary, regular position who is unable to perform the duties of the position because of a physical or mental illness, injury, chemical dependency, or temporary disability, and if the Employee has exhausted all accumulated sick leave and vacation leave. In order to be eligible for such leave, the Employee must submit a statement from an approved medical authority to the City Administrator. Such statement must include a definition of the illness or disability, the limitations on the Employee unable to perform the duties of the position, and an expected date of return to work. The Employer may require that the Employee provide a medical certificate stating that the Employee is able to perform the duties of the position to which the Employee will return.

16.19 Military Leave.

Employees ordered by proper authority to National Guard or Reserve Military Service not exceeding fifteen (15) days in any calendar year, shall be entitled to leave of absence without loss of status. Such employees shall receive compensation from the Employer equal to the difference between their regular pay and their lesser military pay.

Employees called and ordered by proper authority to active military service in time of war or other properly declared emergency, shall be entitled to leave of absence without pay during such service. Upon completion of such service, Employees shall be entitled to the same or similar employment of like seniority, status, and pay as if leave has not been taken, subject to the specific provisions of Chapter 192 of Minnesota Statutes. The Employer shall continue insurance premium contributions for Employees ordered to active service under the conditions of this Section.

16.20 Leaves of Absence.

1. Leaves of absence without pay may be granted, not to exceed periods of ninety (90) • calendar days, unless based on disability or other good reason. Vacation and sick leave benefits shall not accrue during periods of leaves of absence without pay.
2. Employees summoned for jury duty or subpoenaed to testify in court on behalf of the Employer or for reasons growing out of City employment shall receive an amount of compensation which will equal the difference between the Employee's regular pay and jury duty or witness fee compensation received.
3. Employees shall be granted up to sixteen (16) hours per year of paid or unpaid leave for participation in their children's school activities pursuant to State Statute. In order for an employee to be paid for this leave, they must use vacation or comp time.

16.21 Parental Leave.

All full-time and regular part-time members of the bargaining unit who have completed their probationary period but are not eligible for leave under the Family and Medical Leave Act (FMLA), are entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed six (6) weeks and must begin within six (6) weeks after the birth or adoption of the child. Adoptive parents will be given the same opportunities for leave as biological parents. The leave must be for the purpose of arranging the child's placement or caring for the child after placement. Such leave must begin before or at the time of the child's placement in the adoptive home.

An Employee who gave birth shall be eligible to use sick leave for that period of time which the doctor certifies the Employee as being unable to work due to medical reasons. The Employee shall also be eligible to use accrued vacation and holiday leave during parental leave. After eligible sick leaves and accrued vacation leave have been used, the Employee shall be eligible for leave of absence without pay.

Employees who have not given birth may use up to twenty four (24) hours of sick leave for the birth of the child or arrival of an adopted child. Sick leave beyond twenty four (24) hours may be used by the employee for verified incapacitation of the mother, which resulted from the birth, upon approval of the City Administrator.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the six (6) week Parenting Leave.

If the Employee is unable to return to work at the end of this period due to a medical condition, this period of absence may, upon written certification from a licensed medical doctor, be extended for that period during which the doctor certified that the Employee is unable to return to work.

Four (4) months prior to the expected commencement date of parental leave, Employees shall notify their supervisor in writing of the expected commencement date of the parental leave. The parental leave shall not be extended beyond the stated termination date without approval of the Employer or certification by a doctor as described above.

## **ARTICLE 17 – SEVERANCE**

### **17,1      Severance Pay**

Employees hired prior to January 1, 1991 will be entitled to one-third (1/3) of the balance of their accumulated sick leave as of January 1, 1991, at the time of resignation, retirement, layoff or death; to a maximum of 320 hours, providing the Employee has three (3) years or more of service with the City. Those Employees who have less than three (3) years of service prior to January 1, 1991 will be entitled to one-third (1/3) of the balance of their accumulated sick leave as of January 1, 1991 at the time of resignation, retirement, layoff or death, to a maximum of 320 hours, providing they remain an Employee of the City for a maximum of three (3) years. In either case, an Employee discharged for cause shall not be allowed sick leave severance pay.

In the event of reductions in the workforce due to economic downturns, the City shall provide severance pay to regular full-time Employees who have one (1) year continuous service with the City. The City shall provide one (1) week severance pay for each year employed by the City, to a maximum of ten (10) weeks. The severance pay shall be determined by the Employee's rate of pay at the time of employment separation. Severance leave for part-time Employees working an average of forty (40) hours per pay period or more shall be pro-rated based on their work schedules. To qualify for this severance pay, Employees must have three (3) years of employment with the City.

The City shall provide severance pay (payout of accrued time) within 30 days following the eligible employees' severance date. In the case of a lump sum payout based on years of service, or an early retirement incentive, then the City would be given 60 days to provide that payout.

17.2      Vacation.

Employees leaving the municipal service in good standing, after having given proper notice of termination of employment (two working weeks), shall be compensated for vacation leave accrued and unpaid computed to the date of separation.

17.3      Compensatory Time.

Employees leaving the municipal service in good standing, after having given proper notice of termination of employment (two working weeks), shall be compensated for comp. time accrued and unpaid computed to the date of separation per FLSA.

## **ARTICLE 18 – CONVERSION**

18.1      Vacation to Deferred Compensation and/ or HAS

Employees who have been employed with the City of Champlin at least three years and who have accrued and maintained a balance of over one hundred twenty (120) hours of vacation leave time will be allowed to convert up to sixty (60) hours of accumulated vacation leave to deferred compensation and/or HSA account deposits.

Deposits in combination with all other payments to the deferred compensation and/or HSA accounts are subject to maximum deferral regulations.

Additional vacation leave, in excess of the sixty (60) hours, may be converted to deferred compensation and/or HSA at half the Employee's rate of pay, providing that the Employee retains a vacation leave balance of at least eighty (80) hours.

Balances and pay rates for the last payroll ending date, prior to Oct. 1, will be used for conversion calculations. Deposits will be made with the payroll for the first Oct. payroll ending date. The Employee must submit a written request, to Payroll, stating the number of hours of vacation leave to be converted to deferred compensation and/or HSA. The request must be submitted by September 1<sup>st</sup> of each year to be eligible for conversion that year.

18.2 Sick Leave to HSA

The City will allow employees utilizing thirty-two (32) hours or less of accrued sick time in the previous year to transfer the cash equivalent of twenty-four (24) hours per year of unused accrued sick time into their HSA account at their current hourly rate of pay. Eligible employees would be required to maintain an accrued sick leave balance of two hundred (200) hours per year.

18.3 Sick Leave to Vacation

Employees who have at least five (5) years of continuous employment on January 1 of each payroll year, and a sick leave balance in excess of four hundred (400) hours, shall be eligible to convert any of their unused sick leave accrued during the previous payroll year (defined as the 26 pay periods in a calendar year) to vacation leave. The rate of conversion is two (2) hours of sick leave to one (1) hour of vacation leave. Employees that have accumulated one thousand forty (1040) hours of sick leave and thus are accruing sick leave at one-half (1/2) of the established accrual rate, shall be eligible to convert unused sick leave accrued during the previous payroll year to vacation leave based on the regular accrual rate. Once sick leave is converted to vacation leave, it cannot be reverted back to sick leave.

**ARTICLE 19 - WORKING OUT OF CLASSIFICATION**

Employees assigned by the Employer to assume the full responsibilities and duties of a higher job classification will be paid the rate of the higher classification for the duration of the assignment.

**ARTICLE 20 – EDUCATIONAL COMPENSATION**

20.1 The City will reimburse Employees attending job-related courses 100 percent (100%) of the cost incurred by the Employee for payment of tuition and fees and purchase of textbooks required for such courses, provided the following conditions are met:

1. The application for participation and reimbursement in the educational training program must be filled out and approved by the City Administrator prior to registration for participation in the course.

2. The Employee attains a grade of "C" or better in the course, or in those cases where grades are not assigned, the Employee must show proof of satisfactory completion of the course.
3. The Employee has submitted a written critique of the course, stated the value of the training to the Employee's position, and made such suggestions as may be pertinent for the conduct of future training sessions.
4. The attendance of the Employee at course sessions has been satisfactory.
5. Employees who are receiving compensation or reimbursement for education costs from the Federal or State government shall not be eligible for additional reimbursement from the City.
6. Budgeted funding must be available for attendance at such courses.

## **ARTICLE 21 INCLEMENT WEATHER PROVISIONS**

- 21.1 In the event of inclement weather, and City management determines an emergency exists in which the public interest is best served by closing City offices, the following shall apply:
- 21.2 If City offices are closed before the start of a work shift, Employees will not be paid for that shift except by utilizing accumulated compensatory time, vacation, or leave without pay or by making up the time at a time mutually agreed upon by the Employee and the Employee's supervisor. Making up the time on Saturday is permissible when authorized by the department head. Office closings will be announced on WCCO-AM radio and Employees are not to report to work if their site is closed. Employees not reporting to work when a public announcement is made that their work station is closed can arrange their time as stated in this section.
- 21.3 If the release of Employees occurs during a work shift, Employees on duty will be paid straight time for any hours actually worked or will be paid a minimum of four (4) hours.
- 21.4 Those Employees required to work during inclement weather shall be paid time and one half for hours worked when City offices have been officially closed.
- 21.5 Employees and citizens may be advised not to leave the premises because of inclement weather or other emergency conditions continuing after regular office hours. Simply remaining on the premises after hours will not entitle Employees to overtime compensation.

When City offices have not been officially closed during inclement weather, the following shall apply:



- 21.6 Employees who, because of inclement weather, report to work after the start of their scheduled work shift may utilize accumulated compensatory time, vacation, leave without pay, or by making up the time at a time mutually agreed upon by the Employee and Employee's supervisor, including Saturdays.
- 21.7 Employees who desire to leave work early because of inclement weather do so by using accumulated compensatory time, vacation, leave without pay or by making up the time at a time mutually agreed upon by the Employee and the Employee's supervisor, including Saturdays.

## **ARTICLE 22 WAIVER**

- 22.1 Any and all 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
- 22.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate any and all terms and conditions of employment referred to or covered in the 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, except as may be agreed by the parties.

## **ARTICLE 23 LEGAL DEFENSE**

The City shall furnish legal counsel to defend any Employee in actions brought against such person to recover damages for injury or loss alleged to have been incurred as a result of actions of such Employee in the performance of their duties. If, at the termination of such actions, judgment is rendered in favor of the Employee and against the plaintiff, such judgment shall be assigned to the City by the Employee. If the judgment is rendered against the Employee, the City shall pay such judgment, unless the action and judgment were based on an intentional tort of the Employee. Such indemnification is subject to the liability limits of State law for municipal and public Employees liability.

## **ARTICLE 24 DISCRIMINATION**

The Employer and the Union will not discriminate against any Employee on any basis prohibited by law.

## **ARTICLE 25 UNIFORMS**

The Employer will provide a uniform allowance for bargaining unit employees in the Police Department who are required to wear both Class B uniforms and Class A Dress uniforms in the course of their duties.

The clothing allowance for bargaining unit employees will be as follows:

1. January 1, 2022 to December 31, 2022 three hundred dollars (\$300).
2. January 1, 2023 to December 31, 2023 three hundred dollars (\$300).
3. January 1, 2024 to December 31, 2024 three hundred dollars (\$300).
4. The Employer will also provide four hundred dollars (\$400) per year each year of the contract, for the purchase of uniforms for the Community Service Officers. At the time of separation of employment, the CSO's annual uniform allocation shall be prorated. The CSO would reimburse the City if prorated uniform allowance is overspent, via a severance pay deduction.

## **ARTICLE 26 - WAGES**

COLA increases are as follows:

3.0% January 1, 2022

3.0% January 1, 2023

3.0% January 1, 2024

## **ARTICLE 27 - DURATION**

This Agreement shall be effective for a period of three years beginning January 1, 2022 and shall remain in full force and effect until the 31st day of December, 2024.

## APPENDIX A

### ***AFSCME*** **2022 PAY SCALE**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GRADE	80%	85%	90%	95%	100%
	ENTRY	6 MOS.	12 MOS.	24 MOS.	36 MOS.
1	15.8065	16.7944	17.7822	18.7702	19.7580
2	17.0331	18.0977	19.1623	20.2267	21.2913
2.5	18.3977	19.5475	20.6973	21.8472	22.9971
3	19.7620	20.9973	22.2323	23.4674	24.7025
3.5	21.1038	22.4228	23.7417	25.0607	26.3796
4	22.1903	23.5772	24.9641	26.3510	27.7379
5	23.4113	24.8746	26.3378	27.8011	29.2642
6	24.1470	25.6564	27.1655	28.6747	30.1838
6.5	24.8676	24.4221	27.9762	29.5304	31.0846
7	25.5883	27.1876	28.7867	30.3861	31.9854
8	27.0143	28.7026	30.3911	32.0794	33.7678
9	28.3786	30.1522	31.9260	33.6995	35.4732
9.5	29.9834	31.8572	33.7312	35.6050	37.4791
10	31.5876	33.5619	35.5361	37.5102	39.4844

## ***AFSCME***

### **2023 PAY SCALE**

GRADE	STEP 1 80% ENTRY	STEP 2 85% 6 MOS.	STEP 3 90% 12 MOS.	STEP 4 95% 24 MOS.	STEP 5 100% 36 MOS.
1	16.2807	17.2982	18.3157	19.3333	20.3507
2	17.5441	18.6406	19.7372	20.8335	21.9300
2.5	18.9496	20.1339	21.3182	22.5026	23.6870
3	20.3549	21.6272	22.8993	24.1714	25.4436
3.5	21.7369	23.0955	24.4540	25.8125	27.1710
4	22.8560	24.2845	25.7130	27.1415	28.5700
5	24.1136	25.6208	27.1279	28.6351	30.1421
6	24.8714	26.4261	27.9805	29.5349	31.0893
6.5	25.6136	27.2148	28.8155	30.4163	32.0171
7	26.3559	28.0032	29.6503	31.2977	32.9450
8	27.8247	29.5637	31.3028	33.0418	34.7808
9	29.2300	31.0568	32.8838	34.7105	36.5374
9.5	30.8829	32.8129	34.7431	36.6732	38.6035
10	32.5352	34.5688	36.6022	38.6355	40.6689

## **AFSCME**

### **2024 PAY SCALE**

GRADE	STEP 1 80% ENTRY	STEP 2 85% 6 MOS.	STEP 3 90% 12 MOS.	STEP 4 95% 24 MOS.	STEP 5 100% 36 MOS.
1	16.7691	17.8172	18.8651	19.9133	20.9613
2	18.0704	19.1998	20.3293	21.4585	22.5879
2.5	19.5181	20.7379	21.9578	23.1777	24.3976
3	20.9655	22.2760	23.5862	24.8966	26.2069
3.5	22.3890	23.7883	25.1876	26.5869	27.9861
4	23.5417	25.0131	26.4844	27.9558	29.4271
5	24.8370	26.3895	27.9418	29.4942	31.0464
6	25.6176	27.2189	28.8199	30.4210	32.0220
6.5	26.3820	28.0312	29.6800	31.3288	32.9777
7	27.1466	28.8433	30.5398	32.2366	33.9333
8	28.6595	30.4506	32.2419	34.0330	35.8243
9	30.1069	31.9885	33.8703	35.7518	37.6335
9.5	31.8094	33.7973	35.7854	37.7733	39.7616
10	33.5113	35.6058	37.7002	39.7946	41.8890

*\*The City agrees to provide a "me too" clause regarding COLA, and the employer contribution to health insurance benefits and/or opt-out benefits based on voluntary negotiation by the City and not subject to awards to other employee union groups by an arbitrator*

## **APPENDIX B**

### **AFSCME UNION GRADES & POSITIONS**

<b><u>GRADE</u></b>	<b><u>POSITION</u></b>
<b>1</b>	
<b>2</b>	
<b>2.5</b>	<b>Part-Time Community Service Officer</b>
<b>3</b>	
<b>3.5</b>	<b>Part-Time Receptionist (2)</b>
<b>4</b>	<b>Full-Time Community Service Officer</b>
<b>5</b>	<b>Police Clerk II (2)</b>
<b>6</b>	<b>Engineering/Finance Clerk (1)</b> <b>Accounting Clerk (1)</b>
<b>6.5</b>	<b>Parks &amp; Public Works Secretary</b> <b>Community Development Secretary</b>
<b>7</b>	
<b>8</b>	<b>Police Records Technician</b> <b>Accounting Clerk III (1)</b>
<b>9</b>	<b>Accounting Clerk IV (payroll)</b>
<b>9.5</b>	<b>Code Enforcement Officer</b>
<b>10</b>	<b>Building Inspector</b>


- Both parties agree that the Engineering Secretary position will be moved to Grade 6.5 when the position is vacated via attrition.

FOR THE CITY OF CHAMPLIN:


  
Bret Heitkamp  
City Administrator

2-15-22  
Date

FOR THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFSCME COUNCIL 5, LOCAL 2454:

  
Carolyn Brekke Steward

2/15/2022  
Date

  
Jolene Catudio  
AFSCME Council 5, Field Representative

2/15/2022  
Date

**MEMORANDUM OF AGREEMENT**  
**Between the City of Champlin**  
**and AFSCME Council No. 5, Local 2454**  
**(Janie Killian Insurance)**

This agreement is entered into between the City of Champlin (hereinafter referred to as the City or Champlin) and the American Federation of State, County and Municipal Employees, Council No. 5, Local 2454 (hereinafter referred to as AFSCME or the Union). Champlin and AFSCME are collectively referred to as the parties.

WHEREAS, the parties are covered by a collective bargaining agreement in effect from January 1, 2013 through December 31, 2015; and

WHEREAS, the parties are currently in negotiations on a successor collective bargaining agreement; and

WHEREAS, this Memorandum of Agreement is intended to address a specific coverage issue related to a recently promoted employee within the bargaining unit. This employee, Janie Killian (hereinafter referred to as the employee), was employed by the City in a 20 hour per week Receptionist position on April 14, 2014. Based upon her hours of work at the time, she was not eligible for the City's full health insurance benefits. She obtained insurance through the State exchange. She recently promoted to a 32 hour per week position located within the AFSCME bargaining unit. The result of this increase in hours was her loss of eligibility to maintain her existing health insurance plan and rates in the State insurance exchange. Such loss would have the same practical effect as an increase in hours of work and reduction in pay; and

WHEREAS, the existing language in Article 15 – Insurance, does not specifically address the situation noted above; and

NOW THEREFORE, the parties agree that, in order to address the specific inequities of this case, the following resolution is appropriate:

1. The employee will be eligible to receive the City's health insurance premium on the same basis as full time employees within the bargaining unit.
2. The Memorandum of Agreement is predicated on the employee's eligibility to enroll in the City's health insurance program.
3. This Memorandum of Agreement will continue until such time as the employee increases her employment to a full time position, is separated from the City or has her hours reduced below 32 hours per week.

The parties agree that this Agreement is limited to a unique factual situation. As such it will not establish any precedent, will not be used as evidence of contract interpretation, past practice or for any other purpose.

The parties further agree that this Memorandum of Agreement will not operate as a waiver of the City's management rights or the Union's rights in any respect.

FOR THE CITY OF CHAMPLIN

FOR AFSCME

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_