

**AGREEMENT**

**BETWEEN**

**THE CITY OF LINO LAKES**

**AND**

**LOCAL NO. 2454**

**OF THE AMERICAN FEDERATION OF**

**STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

**Effective January 1, 2023 through December 31, 2024**

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## **ARTICLE 1: PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Lino Lakes hereafter called the Employer, and Local No. 2454, American Federation of State, County and Municipal Employees, hereinafter called the Union.

The intent and purpose of this Agreement is to:

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

The Employer and the Union, through this Agreement, continue their dedication to the highest quality public service. Both parties recognize this Agreement as a pledge of this decision.

## **ARTICLE 2: RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative in a unit, which is defined as follows:  
All employees of the City of Lino Lakes who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory and confidential employees, essential employees, and employees represented by other Union groups.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services (BMS) for determination.

## **ARTICLE 3: UNION SECURITY**

- 3.1 The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a designated representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the designated representative by the first of the succeeding month, after such deductions are made. Any fair share fee collected shall be processed in accordance with Minnesota Statutes 179.65, Subd. 2.

- 3.2 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 as a result of any action taken or not taken by the Employer under the provisions of this article.
- 3.3 The Union may designate two employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 3.4 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notices and announcements.

## **ARTICLE 4: HOURS OF WORK**

- 4.1 The sole authority in work schedules is the Employer. Seven days advanced notice shall be given for changes in work schedule.
- 4.2 All employees shall be scheduled a one-half (½) hour unpaid lunch break.
- 4.3 All employees work schedules shall provide for at least one 15-minute rest period during each one-half shift. Employees scheduled to work an 8-hour day may, with supervisor approval, combine their paid rest periods and unpaid lunch break at or near the mid-point of their scheduled shift. Employees who are authorized to work beyond their regular schedule shall receive a rest period if necessary.
- 4.4 In the event that work is required because of an emergency such as (but not limited to) fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given. Each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from working. Additionally, work that is required to be done in the event of an emergency shall be first offered, if practicable, to the employee normally assigned to this work.

## **ARTICLE 5: PART-TIME EMPLOYEES**

- 5.1 Part-time employees shall earn leave benefits (sick, vacation, holiday) on a pro-rated basis according to the number of hours worked in the pay period.

## ARTICLE 6: HOLIDAYS

### 6.1 Holidays with pay are as follows:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

Employees shall be eligible for holiday pay provided they are on paid status on the day before and the day after the holiday.

### 6.2 When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

## ARTICLE 7: SICK LEAVE

*Employees hired after January 1, 2014 through December 31, 2020 will be offered either PTO covered by Section 6.18 of the City of Lino Lakes Personnel Policy (Appendix B) or Sick Leave/Vacation in accordance with Article 7 and 8, respectively. Employees hired on or after January 1, 2021 will have PTO as covered by Section 6.18 of the City of Lino Lakes Personnel Policy (Appendix B).*

### 7.1 Sick leave shall be earned by employees at the following rate: 3.69 per pay period.

### 7.2 The maximum accumulation shall be 960 hours.

### 7.3 Deferred Compensation. The City will provide to all regular full-time and part-time employees the opportunity to participate in a pre-tax savings program through payroll deduction. This voluntary saving plan is designed to allow for current tax savings for employees. A full-time or part-time employee will be permitted to receive a cash payment for 50% of his or her unused yearly sick leave accrual exceeding 720 hours at the conclusion of each calendar year. The remainder of unused sick leave accrual will be added to the employee's sick leave bank up to the maximum accrual of 960 hours. The cash payment shall be paid at the conclusion of each calendar year by payment into the employee's designated deferred compensation plan as authorized by the City.

### 7.4 Employees may voluntarily donate a portion of their accrued sick leave, vacation leave, or compensatory time to other employees in accordance with the City's Leave Donation Policy.

- 7.5 Employees are allowed to use sick leave to care for their children on the same basis as an employee. Use of sick leave is allowed for an absence due to illness or injury to an employee's spouse, adult child, sibling, parent, stepparent, or grandparent, but is limited to a combined total of 160 hours of these relatives within a 12-month period.

## ARTICLE 8: VACATIONS

*Employees hired after January 1, 2014 through December 31, 2020 will be offered either PTO covered by Section 6.18 of the City of Lino Lakes Personnel Policy (Appendix B) or Sick Leave/Vacation in accordance with Article 7 and 8, respectively. Employees hired on or after January 1, 2021 will have PTO as covered by Section 6.18 of the City of Lino Lakes Personnel Policy (Appendix B).*

- 8.1 All full-time employees shall be entitled to the following vacation schedule:

<u>Years of Continuous Service</u>	<u>Per Year</u>	<u>Per Pay Period</u>
Start through 4 <sup>th</sup> Year	80 hours	3.08 hours
Beginning 5 <sup>th</sup> Year	120 hours	4.62 hours
Beginning 11 <sup>th</sup> Year	128 hours	4.92 hours
Beginning 12 <sup>th</sup> Year	136 hours	5.23 hours
Beginning 13 <sup>th</sup> Year	144 hours	5.54 hours
Beginning 14 <sup>th</sup> Year	152 hours	5.85 hours
Beginning 15 <sup>th</sup> Year	160 hours	6.15 hours
Beginning 16 <sup>th</sup> Year	168 hours	6.46 hours
Beginning 17 <sup>th</sup> Year	176 hours	6.77 hours
Beginning 18 <sup>th</sup> Year	184 hours	7.08 hours
Beginning 19 <sup>th</sup> Year	192 hours	7.38 hours
Beginning 20 <sup>th</sup> Year	200 hours	7.69 hours

- 8.2 Vacations shall be granted at the time requested by the employee upon approval of department supervisor. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employees and the supervisor shall resolve any conflicts. In cases where resolution is unworkable, departmental seniority may be considered.
- 8.3 Employees who are laid off, discharged, retired, or separated from the City shall be compensated the balance of their unused vacation accrual at their hourly rate of pay at the time of separation.
- 8.4 Vacation may be taken in increments of less than a day with the approval of the department director.
- 8.5 Vacation time can be accumulated up to 240 hours and used in the following year. More time may be carried over with written permission from the City Administrator.

- 8.6 All probationary employees shall accrue vacation time, but may not take vacation leave until completing six months of employment.

## **ARTICLE 9: PERSONAL TIME-OFF (PTO)**

- 9.1 Employees hired after January 1, 2014 through December 31, 2020 will be offered either PTO covered by Section 6.18 of the City of Lino Lakes Personnel Policy (Appendix B) or Sick Leave/Vacation in accordance with Article 7 and 8, respectively. Employees hired on or after January 1, 2021 will have PTO as covered by Section 6.18 of the City of Lino Lakes Personnel Policy (Appendix B).

## **ARTICLE 10: SEVERANCE**

- 10.1 All regular employees who leave the employment of the City because of retirement, resignation or death shall receive pay for 100 percent of unused accrued vacation and compensatory time; and after ten years of service, 50 percent of unused sick leave to a maximum payout of 480 hours based on the maximum accumulation of 960 hours pursuant to Article 7, Section 7.2.
- 10.2 In the event of death while still employed, the surviving spouse, if any, or if no surviving spouse, minor children, if any, or employee's estate shall be entitled to such severance pay in the same amount as though such employee had retired due to age or physical disability as provided above.
- 10.3 The Employer agrees to establish a Post-Retirement Health Saving Account for eligible employees. The Employer will forward 100% of the eligible sick leave severance upon termination of employment to the plan administrator.

## **ARTICLE 11: FUNERAL LEAVE**

- 11.1 An employee shall be granted paid funeral leave of up to: (1) five days for the death of spouse, child, stepchild, parent, or stepparent; (2) up to three days for a mother in-law, father in-law, sibling or grandchild of the employee or employee's spouse; and (3) one day for a grandparent, niece, or nephew of the employee or employee's spouse.

Notice. An employee using funeral leave shall notify the Employer of such intent as soon as the necessity of such leave is known.

## **ARTICLE 12: MISCELLANEOUS LEAVES**

- 12.1 Jury Duty. Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. All fees shall be returned to the Employer except those paid for duty on the employee's normal day off and those for meals and mileage. Any hours not on jury duty shall be worked.

An employee using jury duty shall notify the Employer of such intent as soon as the necessity of such leave is known.

- 12.2 Personal Leave of Absence. The City provides leaves of absence without pay to regular full-time and regular part-time employees who wish to take time off from work duties to fulfill personal obligations not covered by existing law.

As soon as eligible employees become aware of the need for a personal leave of absence, they should request a leave in writing from their department head. Upon an affirmative recommendation from the department head, the city administrator may approve a personal leave that does not exceed 90 days. Personal leave of up to one year, excluding military service or disability incurred while in the service of the City requires City Council action. The minimum period for a personal leave shall be two weeks. Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements, reasons for the requested leave, and staffing considerations during the proposed period of absence.

Benefit accruals, such as vacations, seniority, sick leave, or holiday benefits will be suspended during the leave and will resume upon return to active employment. All City contributions towards employee insurance coverage will cease for a non-medical leave of absence. Reinstatement into the group insurance program will be subject to any conditions imposed by the insurance provider. When personal leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, the City cannot guarantee reinstatement in all cases. If an employee fails to report to work promptly at the expiration of the approved leave period, the City will assume the employee has resigned.

- 12.3 Leave Without Pay. Regular full-time and regular part-time employees may request a leave without pay to attend to personal business without affecting their employment status. This leave needs to be approved in advance by the employee's department head. The maximum number of hours an employee may take leave without pay shall be 80 hours in one calendar year.
- 12.4 Union Business. Employees elected to a local Union office or appointed by the union to do work which takes them from their employment with the Employer, shall at the written request of the union, be granted leave without pay in accordance with Article 10.5.



## ARTICLE 13: WAGES

13.1 Employees shall be paid in accordance with the salary schedule included below:

### JOB TITLES, JOB GRADE AND WAGE GRIDS

<b><u>JOB GRADE</u></b>	<b><u>JOB TITLES</u></b>
<b>130</b>	Community Service Officer (CSO), Office Specialist.
<b>140</b>	Administrative Assistant, Building Permit Technician, Deputy City Clerk, Police Records Technician, Investigative Assistant, Accounting Clerk I.
<b>150</b>	Accounting Clerk II.
<b>160</b>	Activity Center Coordinator, Communications Specialist.
<b>170</b>	Aquatics Supervisor, Building Inspector.
<b>180</b>	Accountant, Environmental Coordinator.
<b>190</b>	City Planner.
<b>200</b>	Building Official.

			WAGE GRID BEGINNING January 1, 2023							
Job Grade	Minimum Rate	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9
130	\$23.88	\$24.54	\$25.21	\$25.90	\$26.62	\$27.35	\$28.09			
140	\$26.28	\$27.00	\$27.74	\$28.51	\$29.29	\$30.09	\$30.91			
150	\$28.81	\$29.61	\$30.42	\$31.26	\$32.12	\$33.00	\$33.90			
160	\$31.81	\$32.68	\$33.58	\$34.51	\$35.46	\$36.43	\$37.42			
170	\$35.04	\$36.00	\$36.99	\$38.01	\$39.05	\$40.13	\$41.22			
180	\$38.03	\$39.08	\$40.15	\$41.26	\$42.39	\$43.56	\$44.74			
190	\$38.88	\$39.85	\$40.85	\$41.88	\$42.93	\$44.01	\$45.11	\$46.24	\$47.40	\$48.60
200	\$42.52	\$43.59	\$44.68	\$45.80	\$46.95	\$48.13	\$49.34	\$50.58	\$51.85	\$53.15

		<b>WAGE GRID BEGINNING January 1, 2024</b>								
<b>Job Grade</b>	<b>Minimum Rate</b>	<b>Step-1</b>	<b>Step-2</b>	<b>Step-3</b>	<b>Step-4</b>	<b>Step-5</b>	<b>Step-6</b>	<b>Step-7</b>	<b>Step-8</b>	<b>Step-9</b>
130	\$24.78	\$25.46	\$26.16	\$26.88	\$27.62	\$28.37	\$29.15			
140	\$27.26	\$28.01	\$28.78	\$29.57	\$30.39	\$31.22	\$32.07			
150	\$29.89	\$30.72	\$31.56	\$32.43	\$33.32	\$34.24	\$35.17			
160	\$33.00	\$33.91	\$34.84	\$35.80	\$36.78	\$37.80	\$38.83			
170	\$36.35	\$37.35	\$38.38	\$39.43	\$40.52	\$41.63	\$42.76			
180	\$39.46	\$40.54	\$41.66	\$42.80	\$43.98	\$45.19	\$46.42			
190	\$40.33	\$41.35	\$42.38	\$43.45	\$44.54	\$45.66	\$46.80	\$47.98	\$49.18	\$50.42
200	\$44.12	\$45.22	\$46.36	\$47.52	\$48.71	\$49.94	\$51.19	\$52.48	\$53.79	\$55.14

- 13.2 A non-exempt employee who is called to duty during the employee's scheduled off-duty time shall receive a minimum of two hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a scheduled shift for duty does not qualify for the two-hour minimum.
- 13.3 Employees who are required to work at a higher classification in this bargaining unit shall receive a wage 10% above their current wage or, if listed on the wage schedule, the wage of the position they are filling.
- 13.4 In the event an employee is promoted to a higher classification, the employee's compensation shall be increased by 5% to the next highest step of the higher classification.
- 13.5 Positions will not be reduced in grade without a compensation/classification study. In the event a position is reduced in grade and the resulting salary recommendation is below the salary of the incumbent in the position, salary increases including cost of living adjustments, may be withheld until the recommended salary level reaches the level of the incumbent's current salary. Any allowable reduction in wage would become effective 90 days after official administrative action.
- 13.6 In the event an employee believes his or her job duties have changed significantly and permanently, the employee or the employee's supervisor may request a formal job description review. Administration will conduct an initial review and provide the employee or supervisor with a written response about whether a position reclassification is warranted within 90 days. If it is warranted, the process for accomplishing the reclassification will be initiated.
- 13.7 No employee wages or benefits shall be reduced by this Labor Agreement.

## ARTICLE 14: OVERTIME

- 14.1 For non-exempt full-time equivalent (FTE) employees, time and one-half shall be paid for work performed in excess of the normal workweek of 40 hours.
- 14.2 Overtime hours shall be distributed as equally as practical to qualified employees.
- 14.3 Overtime shall be calculated to the nearest 15 minutes.
- 14.4 Compensatory Time. Non-exempt FTE employees may elect to take compensatory time off in lieu of overtime pay. Compensatory time shall be earned at the rate of time and one-half (1½), and shall be scheduled at the mutual convenience of the Employer and employee. Compensatory time may be accumulated to a maximum of 60 hours. Employees may carry over 40 hours of compensatory time into the following year.

## ARTICLE 15: GRIEVANCE PROCEDURES

- 15.1 Definition of Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of specific terms and conditions of this Agreement. An employee has the right to have Union representation.
- 15.2 Organization Representatives. The City will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this article.
- 15.3 Processing of Grievance. The aggrieved employee's 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 work hours provided the employee and employee representative have notified the designated supervisor and that the investigation does not disrupt the normal operation of this workplace.
- 15.4 Grievance Procedure. Grievances shall be processed in the following manner, unless by mutual agreement the Employer and the Union agree to a higher step:
  - Step 1. An employee claiming a violation concerning the interpretation or application of the Agreement shall, within 20 business days of such alleged violation, present such grievance to the employee's supervisor as designated by the Employer. The supervisor shall respond within 10 business days.
  - Step 2. If the grievance is not settled in Step 1, it shall be referred in writing to the City Council, or their designee, within 10 business days after the designated supervisor's answer in Step 1. The Employer's representative shall discuss the grievance within 10 business days with the employee and the Union representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced in writing and

signed by the Employer representative and the Union. If no settlement is reached, the Employer representative shall give written answer to the Union within 10 business days following their meeting.

Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the City Council or their designee within 10 business days after the Employer's response in Step 2. A meeting between the City Council or their designee, and the Union shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the City Council or their designee and the Union. If no settlement is reached, the City Council or their designee shall give written answer to the Union within 10 business days following the meeting.

Step 4. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, either party may refer the grievance to arbitration within 10 business days after the Union's receipt of the Employer's written answer in Step 3, as provided in Minnesota Statutes, Section 179.70. 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.

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the City and the employee 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 30 business days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the application of laws, ordinances or rules and regulations having the force and effect of law. The decision shall be based solely on the arbitrator's interpretation of application of the express terms of the agreement and to the facts of the grievance presented. The parties may, by mutual written agreement agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merit.
- c. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City and the Union, provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for such a record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

- 15.5 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal therefore within the specified time limits or any agreed to extension, the employee and the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The time limit in each step may be extended by mutual written Agreement of the City and the Union in each step. The term "business days" as used in this Article shall mean the days Monday through Friday, exclusive of holidays.

## **ARTICLE 16: SENIORITY**

- 16.1 Seniority means an employee's length of continuous service with the City.
- 16.2 Seniority shall be based on the employee's hiring date.
- 16.3 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.
- 16.4 Probationary Periods.
1. All newly hired employees will serve a one year probationary period.
  2. At any time during the probationary period, a newly hired employee may be terminated at the sole discretion of the Employer.
  3. All promoted employees will serve a six-month probationary period with a review after three months. At any time during that period, the Employer or the employee may elect to return the employee to their former position at their former wage and benefit level.

## **ARTICLE 17: WORK FORCE**

- 17.1 The Employer and the Union agree that job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided the internal applicants have: (1) the necessary qualifications to meet the standards of the job, and (2) the ability to perform the duties and responsibilities of the job.
- 17.2 The Employer has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on qualifications, abilities, and experience.
- 17.3 Job vacancies within the designated bargaining unit will be posted internally for 10 business days so that members of the bargaining unit can be considered for such vacancies.

- 17.4 A reduction of the work force will be accomplished on the basis of reverse seniority and job classification provided all probationary and temporary employees in the classification where the layoff occurs are laid off first.
- 17.5 Employees shall be recalled from layoff according to seniority and job classification. No new employee shall be hired for a job classification in which a layoff has occurred until all employees on layoff status within that job classification have been given ample opportunity to return to work within 12 months of said layoff. The City will notify employees on layoff to return to work by registered mail at the employee's last recorded address. The employee must return to work within three weeks of receipt of this notice in order to be eligible for reemployment.

## **ARTICLE 18: INSURANCE**

- 18.1 Health Insurance and H.S.A. Effective January 1, 2023, Employer will contribute \$588.64 toward the monthly single premium and \$1,212.98 toward the monthly family premium. Effective January 1, 2024, Employer will contribute 100% of the base single plan and \$1,212.98 plus 50% of the 2024 premium increase toward the family plan. The Employer's contribution for the Health Savings Account (HSA) toward the annual deductibles will be \$1,000 for single coverage and \$2,500 for family coverage. The cash option for waiving health insurance coverage is \$300.
- 18.2 Life Insurance. The City shall provide a \$25,000 life insurance policy for all employees.
- 18.3 Dental and Long-Term Disability. The Employer will provide 100% of single dental and long-term disability premiums.
- 18.4 Employees must be regularly scheduled to work 30 hours per week to be eligible for all available insurance benefits, on a pro-rated basis.
- 18.5 Employees in this bargaining unit shall receive a contribution equal to the highest amount paid to any other city employee for all provided benefits.

## **ARTICLE 19: GENERAL PROVISIONS**

- 19.1 The Employer agrees to recognize stewards and alternates as certified by the Union subject to the following stipulations:
1. Union officers shall be granted a reasonable amount of time off without pay during work hours for Union business, provided they notify their designated supervisor and that the leave does not disrupt the normal operation of the workplace.

2. Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Employer's designee and provided the Union representative does not interfere with the work of the employees. The representatives will abide by the same access policy that applies to citizens or other visitors to City-controlled facilities.
- 19.2 Work Rules. The Employer shall have the right to establish work rules and personnel policies, which shall be equitably applied. In addition, copies shall be furnished to the Union Exclusive Representative and Stewards, and when effective, all existing rules and policies shall be furnished to all employees. New employees shall be furnished a copy of all work rules when hired.
- 19.3 The Employer shall share the cost of education and training in accordance with the City's education policy. Additionally, the City will administer the policy so that employees can maintain the requirements of their current classification. This policy will apply to all regular employees.
- 19.4 Any subject matter placed in the employee's personnel file, which could be detrimental to the employee's future promotion, transfer, present, or future employment, shall be served to the employee in writing. Such matter shall be a proper subject for the grievance procedure. All materials in any employee's file shall be available for the employee's inspection.
- 19.5 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 will provide the Union with 60 days of advance notice and an opportunity to meet and confer prior to subcontracting, as defined as M.S. 179A.03 Subd. 10.

## **ARTICLE 20: UNIFORMS**

- 20.1 The Employer shall provide required uniform articles and equipment to Community Service Officers.
- 20.2 The Building Official, a full-time building inspector, and the Environmental Coordinator shall be credited an annual amount of \$380.00 for the purchase of work clothes to be used on the job. An itemized receipt is required for all reimbursements.

Clothing allowance will be provided on a calendar year (January 1 – December 31) basis to employees. Clothing allowance will not be available to new employees for their first six months of probation and will be pro-rated for the remaining calendar months in the year. Thereafter, an employee leaving employment prior to the end of the year, for which a clothing allowance was paid, shall reimburse the Employer on a prorated basis for the unused portion of the allowance. Reimbursement will be deducted from the employee's last check or severance payment.

## **ARTICLE 21: SAVINGS CLAUSE**

- 21.1 In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

## **ARTICLE 22: EMPLOYER AUTHORITY**

- 22.1 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 functions not specifically limited by this Agreement.
- 22.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

## **ARTICLE 23: DISCIPLINE**

- 23.1 The Employer will discipline employees for just cause only. Discipline will be in one of the following forms:
- a) Oral reprimand;
  - b) Written reprimand;
  - c) Suspension;
  - d) Discharge.
- 23.2 Suspensions and discharges will be in written form.
- 23.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 23.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 23.5 Employees will not be questioned concerning an investigation of a disciplinary action against them unless the employee has been given an opportunity to have a Union representative present at such questioning.



- 23.6 Grievances relating to discharge shall be initiated by the Union at Step 3 of the grievance procedure under Article 13 (Grievance Procedures) of this Agreement.

## **ARTICLE 24: WAIVER**

- 24.1 This Agreement shall represent the complete Agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 25: WORKERS COMPENSATION**

- 25.1 Workers' Compensation. The City provides to all employees, a comprehensive workers' compensation insurance program in accordance with Minnesota State law. The City's policy regarding workers' compensation is as follows:

Workers' compensation benefits take effect after a waiting period of three calendar days following an on the job injury. Any time lost within the first three calendar days due to an injury will be paid through an employee's sick leave accrual. If no sick leave is available, any lost time will be leave without pay.

If time away from work due to the job related injury extends beyond three calendar days, workers compensation pay will begin for those scheduled workdays lost beginning on day four. If time away from work extends beyond 10 calendar days, workers compensation will go back and pay for the initial three-day waiting period. The City will reimburse the employee for the sick leave used during the waiting period.

All doctor appointments and long term therapy appointments due to a work related injury will be treated as leave without pay, with workers compensation paid directly to the employee.

The City will pay the difference between any regular full-time employee's gross salary and any workers compensation reimbursement for 90 days. This difference will be paid for consecutive lost time for any time over the three-day waiting period. The City will not pay the difference for doctor or therapy appointments.

An employee who sustains a work-related injury or illness must inform their supervisor immediately. A First Report of Injury must be filed with the City.

Neither the City, nor its insurance carrier will be liable for the payment of workers compensation benefits for injuries that occur during an employee's voluntary participation in off-duty recreational, social or athletic activities sponsored by the City.

## **ARTICLE 26: DURATION**

This Agreement shall be effective as of January 1, 2023 and remain in full force and effect through December 31, 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by November 1st that it desires to modify this Agreement. This Agreement shall remain in full force and effect during the period of negotiations or until notice of termination of the Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than 10 days prior to the desired termination date. The termination date shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**FOR THE UNION:**

  
\_\_\_\_\_  
Local 2454, Field Representative

\_\_\_\_\_  
Local 2454, Union Steward

\_\_\_\_\_  
Local 2454, Union Steward

**FOR THE CITY OF LINO LAKES:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**APPENDIX A: M.O.U. REGARDING JOINT LABOR AND MANAGEMENT MEETINGS**

**MEMORANDUM OF UNDERSTANDING  
Between  
CITY OF LINO LAKES  
And  
AFSCME, LOCAL 2454  
JOINT LABOR/MANAGEMENT MEETINGS**

Whereas; the Employer and the Union have agreed to commit themselves to hold, when the parties concur that it is desirable, at times mutually agreed to, on the Employer's premises and during normal working hours, a joint labor/management meeting.

Whereas; the Employer's representation at such meetings shall include representatives of the Human Resources Department and heads of the Administrative units, or their designees, as deemed appropriate by the Employer.

Whereas; the Union's representation at such meetings shall include the Local Union President, Union Field Representative and up to three (3) Union Stewards or employees.

Whereas; both parties agree that the purpose of this meeting shall be to improve communications between the Employer and the Union and to solve problems by mutual decision reached in such labor/management meetings.

Whereas; both parties agree that the Labor Management Committee is subject to the terms of the Collective Bargaining Agreement and we agree to abide by the collective bargaining process.

Whereas; the parties agree to utilize the assistance of the Bureau of Mediation Services.

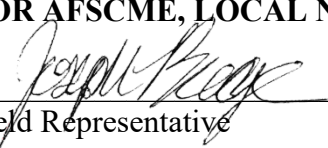
Whereas; Union Representatives shall receive no loss of pay due to attendance at such meetings.

**FOR THE CITY OF LINO LAKES:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**FOR AFSCME, LOCAL NO. 2454:**

  
\_\_\_\_\_  
Field Representative

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Union Steward

## APPENDIX B: COPY OF SECTION 6.18 OF THE CITY OF LINO LAKES PERSONNEL POLICY

### 6.18 Personal Time Off (PTO) Leave

The personal time off (PTO) program combines vacation and sick leave benefits into a single pool of paid time off benefits. PTO can be utilized for any purpose, subject only to necessary request and approval procedures consistent with City and departmental policies.

#### **A. Implementation**

PTO leave will be implemented for newly hired benefit-earning non-union employees and for union employees who elect to receive such paid time off benefits within a specific time period.

#### **B. Accrual Rates for Full-Time Employees**

Full-time employees accrue personal time off based on the schedule below. A part-time employee who works a minimum of 30 hours per week accrues PTO on a prorated basis according to the number of hours budgeted for that position.

<i>Years of Service</i>	<i>Hours Earned Each Pay Period</i>	<i>Annual Accrual in Hours per Year</i>	<i>Days</i>
0-4	4.615	120	15
5-10	6.153	160	20
11	6.461	168	21
12	6.769	176	22
13	7.076	184	23
14	7.384	192	24
15	7.692	200	25
16	8.000	208	26
17	8.307	216	27
18	8.615	224	28
19	8.923	232	29
20+	9.230	240	30

PTO is accrued each pay period. The PTO year for each new employee will begin on the date of employment with the City, or if there is a change of status, on the date the employee is eligible for PTO.



Employees may not use personal time off until it has been credited to the employee's bank in the payroll system. Personal leave may be used in increments of ½ hour or more. The maximum amount of personal leave that can be carried into the next year is 600 hours.

#### **C. Use of Personal Time Off**

This PTO policy encourages advance planning of absences from work. To ensure necessary departmental coverage, non-emergency (planned) use of PTO should be requested in advance. Employees should give their supervisor advance notice equal to the amount of requested time off. Unplanned use of PTO may require documentation and requires notice within a timely manner of your scheduled work day. Established departmental rules and requirements concerning employee absences from work will be applied.

In order to allow coordination of PTO with Family Medical Leave, employees seeking to use PTO may be required to provide pertinent information as to the purpose of the time off to allow a determination of whether the time will also qualify for Family and Medical Leave. If the PTO qualifies for Family and Medical Leave, the employee must take both leaves simultaneously.

Probationary employees may use no more than 24 hours of PTO during the first six months of their probationary period without the approval of the City Administrator. This provision does not apply to employees serving a probationary period following a promotion, transfer, or demotion.

#### **D. General Provisions**

1. Maximum Accrual. An employee may not carry over more than 600 hours of PTO from one year to the next unless a written request has been submitted to and approved by the City Administrator prior to December 15. Such waiver may be considered in the event of a special circumstance.
2. Denial of PTO Leave. A department director may deny a request for planned PTO leave when granting such leave would result in insufficient personnel to carry out necessary functions of the City.
3. Impact on Other Benefits. Employees using PTO will be considered working for the purpose of accumulating additional personal leave. The City will continue to make its contribution toward an employee's group insurance benefits. PTO will not continue to accrue during a suspension or while an employee is on an unpaid leave of absence.

#### **E. Conversion of Vacation Days and Sick Leave Accruals**

For employees who convert to the PTO plan, all accrued vacation leave (at hour for hour) and ½ of accrued sick leave (480 hours maximum) will be converted to PTO leave up to a balance of 600 hours. Unconverted sick leave will be placed into an extended illness leave bank.

#### **F. Severance Payment**

Upon separation, employees will be compensated for any unused PTO balance provided the employee leaves the City in good standing.

#### **G. Extended Illness Leave**

Regular benefit-earning employees who participate in the PTO plan will convert to the extended illness leave plan. The extended illness leave bank is designed to protect an employee's PTO balance in the event of an illness or injury of more than one week. An employee may access extended illness leave in the event of an illness or injury, which extends beyond five work days.



## **H. Definitions of Extended Illness Leave**

For the purposes of this extended illness leave policy, the following terms are defined as provided below.

1. Extended illness leave is an authorized absence from duty with pay that is granted to benefit-earning employees who have successfully completed the probationary period of employment with the City and who become ill or disabled for more than five work days.
2. Extended illness means a state of incapacity due to personal illness or bodily injury that requires medical treatment by a licensed physician or health care provider and prevents an employee from performing the duties of his/her position. Extended illness leave may also be used by an employee to provide care to a family member in accordance with Minnesota Statutes, Section 181.9413. If an employee exhausts his/her personal leave balance, extended illness leave will run concurrent with an authorized FMLA leave.
3. Extended illness leave is not a right an employee may exercise at the employee's discretion. Extended illness leave will be allowed by the City only in the case of verified necessity and actual need. The purpose of any extended illness leave is to provide income continuation during that period of time when the employee is unable to substantially perform the duties of his/her position.

## **I. Extended Illness Leave Accrual**

Extended illness leave will be accrued from date of hire at the rate of two hours per pay period (52 hours per year to maximum of 520 hours). If an employee uses extended illness leave after attaining the full accrual of 520 hours, he/she will continue to accrue extended illness leave at two hours per pay period until reaching the maximum accrual.

## **J. Administration of Extended Illness Leave**

Extended illness leave can be used only if an employee is on leave due to a certified illness or injury for five consecutive work days, except as provided below. Such extended illness leave will be administered as described below.

1. Employees may not use extended illness leave until it has been credited to the employee's bank in the payroll system.
2. To be eligible to receive extended illness leave benefits, an employee will inform his or her department director or Administration of his or her need to take extended illness leave. Employees are required to keep the City informed on a regular basis of their status to remain eligible for paid benefits.
3. The City reserves the right to have its own physician examine the employee periodically to render an opinion on whether the employee is able to return to work. If an employee is deemed to be able to resume productive work for the City, the employee will be directed to report to an appropriate work assignment. If the employee fails to report for work as directed, paid benefits may be terminated.
4. When an employee requests extended illness leave a physician's statement may be required by the City prior to the employee's return to work. The physician's statement must indicate the nature and length of the disability, any restrictions which the disability places upon the employee's ability to perform the work, and attest to the employee's

ability to return to work. An employee who has been asked to provide such a statement will not continue receiving benefits until he/she has complied with this provision.

5. If an employee exhausts PTO leave before the 5-day "waiting period" has been completed during a period of incapacity (as defined in this policy), extended illness leave will not be granted until after the 5-day waiting period.
6. An employee who makes a false claim for extended illness leave benefits will be subject to disciplinary measures.
7. While receiving paid benefits under this section the employee will continue to accrue PTO leave and receive the City's contribution for health and dental insurance.
8. Extended illness leave balances will not be converted to any other form, such as severance pay, a health care savings account, or paid time off.

**APPENDIX C: M.O.U REGARDING JUNETEENTH**

This Memorandum of Understanding is entered into by the Employer and the Union for the purposes of documenting an agreement to meet and confer regarding Juneteenth.

**FOR THE CITY OF LINO LAKES:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**FOR AFSCME, LOCAL NO. 2454:**

  
\_\_\_\_\_  
Field Representative

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Union Steward