

2021

LABOR AGREEMENT

BETWEEN

THE CITY OF MAPLEWOOD

AND

MINNESOTA A.F.S.C.M.E. COUNCIL NO. 5

LOCAL 2725

CLERICAL/TECHNICAL

&

MAINTENANCE UNITS

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ARTICLE 1: PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Maplewood, hereinafter called EMPLOYER, Local 2725, and Council 5, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

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

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

ARTICLE 2: RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179.71 Subd. 3 as an appropriate bargaining unit consisting of the following job classifications:

- Accountant
- Accounting Technician
- Administrative Assistant
- Building Inspector
- Building Inspector Apprentice
- Building Maintenance Worker
- Business Licensing Specialist
- Civil Engineer I
- Civil Engineer II
- Communications Coordinator
- Community Service Officer (CSO)
- Crew Chief – Mechanic
- Crew Chief – Sanitary Sewer
- Crew Chief – Storm Sewer
- Crew Chief – Street Maintenance
- Crew Chief—Park Maintenance
- Customer Service Associate
- Customer Service Representative
- Communications Coordinator
- Deputy City Clerk
- Digital Communications Specialist
- Engineering Technician
- Environmental Health Official
- Environmental Planner
- Neighborhood Preservation Specialist
- Facility Technician

Heavy Equipment Mechanic
Licensing Specialist
Maintenance Worker
Office Specialist
Planner
Police Records Specialist
Property Evidence Technician
Recreational Program Coordinator
Senior Engineering Technician
Senior Service Center Representative
Vehicle Equipment Maintenance Technician

- 2.2 In the event the Employer and the Union are unable to agree upon the inclusion or exclusion of a new or modified job classification, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 All temporary employees who work for less than six (6) months out of any twelve (12) consecutive month period are excluded from this contract.

ARTICLE 3: DEFINITIONS

- 3.1 UNION - Local 2725, Council 5 American Federation of State, County, and Municipal Employees.
- 3.2 EMPLOYER - The City of Maplewood.
- 3.3 UNION MEMBER - A member of Local 2725, Council 5 of the American Federation of State, County, and Municipal Employees employed by the City of Maplewood as set forth in Article 2 of this AGREEMENT.
- 3.4 EMPLOYEE - A member of the exclusively recognized bargaining unit as set forth in Article 2 of this AGREEMENT.
- 3.5 REGULAR PAY RATE - The employee's normal hourly pay rate.
- 3.6 SENIORITY - Employee's length of continuous service with the EMPLOYER.
- 3.7 SEVERANCE PAY - Payment made to an employee upon termination of employment as provided in Article 21.
- 3.8 CALL BACK - Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of, or early report to, an assigned shift is not a call back.
- 3.9 STRIKE - Concerted action in failing to report for duty the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.
- 3.10 GRIEVANCE - A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

- 3.11 FMLA - The Family Medical Leave Act - See Article 20.5
- 3.12 EXEMPT - Not covered by the federal and state Fair Labor Standards Acts overtime requirements.
- 3.13 NON-EXEMPT - Covered by the federal and state Fair Labor Standards Acts overtime requirements.

ARTICLE 4: UNION SECURITY

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

- 4.1 Fair Share Fees - Deduct fair share fees in accordance with Minnesota Statutes, Section 179A.06, Subd. 3.
- 4.2 Union Dues - Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing such deduction. Remit such deduction with an itemized statement to the appropriate designated officer of the UNION within ten days following said deduction.
- 4.3 Bulletin Board - The EMPLOYER agrees to provide and maintain one bulletin board for display of UNION notices and bulletins at each of the following facilities/areas:
 - 1. City Hall
 - 2. Park Maintenance Building
 - 3. Police Department
 - 4. 1902 Building
 - 6.
- 4.4 Union Stewards - The UNION may designate employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice. The EMPLOYER agrees to afford reasonable time off to those elected officials or appointed representatives of the exclusive representative for the purpose of conducting the duties of the UNION and agrees to provide for reasonable leaves of absence, without pay, to elected or appointed officials of the UNION as provided by State Statute.
- 4.5 Hold Harmless - The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 4.6 Seniority List - The EMPLOYER will normally notify the UNION of the names and job titles of new hires within two weeks of start date. On a quarterly basis, the EMPLOYER will notify the UNION of terminations from the unit.

ARTICLE 5: EMPLOYER SECURITY

- 5.1 No Strike - The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in or support any strike, slow down, other interruption of, or interference with the normal functions of the EMPLOYER.
- 5.2 Termination of Strikers - Employees who engage in an unlawful strike may have their

appointment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.

- 5.3 Unexcused Absence During Strike - Employees who are absent from any portion of their work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from the EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 5.4 Reemployment of Strikers - Employees who knowingly and unlawfully strike and whose employment has been terminated for such action may, subsequent to such violation, be appointed or re-appointed or employed or re-employed, but the employees shall be on probation for two (2) years with respect to tenure of employment, or contract of employment, as they may have theretofore been entitled.
- 5.5 No Strike Pay - Employees shall not be entitled to any daily pay, wages, or per diem for the day(s) in which they engaged in a strike.

ARTICLE 6: EMPLOYER AUTHORITY

- 6.1 The Employer retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend policies, procedures and budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this agreement.
- 6.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 6.3 Subcontracting - Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting out work performed by employees covered by this Agreement or likewise shall prohibit or restrict any other right as set forth in 6.1 herein. Except when the Employer has determined there is an emergency or other urgent matter, the Employer will notify the Union at least thirty (30) days prior to subcontracting out work usually performed by employees represented by this bargaining unit, if such subcontracting may require a reduction in the bargaining unit work force. No regular full-time employee in this bargaining unit will be laid off solely as a result of the Employer subcontracting out work required by the Employer, to be performed by regular full-time members of this bargaining unit pursuant to this agreement.

ARTICLE 7: WORK SCHEDULES

- 7.1 Normal Workday/Workweek - The sole authority in work schedules is the EMPLOYER. The normal workday for an employee shall be eight (8) hours. Normal office hours are 8:00 a.m. to 5:00 p.m.; however, mutually convenient flexible schedules can be arranged within departments. The normal workweek shall be forty (40) hours Monday through Friday.
- 7.2 Regular Shifts - Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal

work day or work week. The EMPLOYER will give advance notice to the employees affected by the establishment of workdays different from the employee's normal eight (8) hour workday.

- 7.3 Unusual Work Circumstances - In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, all employees have an obligation to work overtime or call backs if requested unless unusual circumstances prevent them from so working. When employees are so notified to report at a time other than their normal scheduled reporting time due to such unusual circumstances, they shall be paid for a total thirty (30) minute arrival time.
- 7.4 Saturday/Sunday Workweeks - Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays.
- 7.5 Permanent Schedule Changes - Any permanent changes in the work schedule should be preceded with at least a two (2) week notice to the affected employees.
- 7.6 Out-of-Class Assignment - Any employee working an out-of-class assignment for four (4) hours or more shall be paid at the higher job classification at the starting rate, but in no case shall the employee receive less than \$1.00 per hour additional. For the purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform the significant duties and responsibilities of a position different from the employee's regular position, and which is in a higher classification within the bargaining unit. Also for purposes of this Article, employees will be paid at the higher rate only for the hours worked at the higher rate.
- 7.7 Upon agreement between an employee, union representative, and the department head, the City may allow employees to perform work normally associated with another position for a limited period of time (not to exceed 120 hours in a year) for purposes of furthering the employee's development or providing variety to the job. This should be temporary in nature and must be approved in advance by both the department head and Human Resource Department. If both the employee and department head agree that this is for the employee's benefit and is not detrimental to the City, the "out-of-class" language and pay requirements of the contract will not apply.
- 7.8 Flexible Scheduling - Non-exempt employees, who normally work eight (8) hour shifts, will be paid one and one-half (1-1/2) times the employee's regular pay rate for all hours worked in excess of eight (8) hours, when required to work more than eight (8) hours.

Changes of shift do not qualify an employee for overtime under this article. Non-exempt employees who normally work shifts of longer than eight (8) hours will be paid one and one half (1-1/2) times the employee's regular pay rate for all hours in excess of the normal shift length. Exempt employees who work over 40 hours per workweek will be paid straight time for all hours worked.

Schedule changes made by the supervisor shall be posted for fourteen (14) days prior to the effective date.

At the employee's request, employees may work a shorter shift than that normally required and may make up the time on another shift, upon approval of their supervisor. When employees avail themselves of this approved flexible scheduling, they will not be

eligible for overtime for the longer shift. Under no circumstances will an employee be allowed to work more than forty (40) hours in a given week due to selecting this option, if they would not have been eligible to do so prior to selecting it.

Anytime an employee (who is on vacation and sick leave) is ill or injured and misses a shift of other than eight (8) hours, they will be required to use sick leave equal to the hours for which they were scheduled. (If the shift was ten (10) hours, and they miss the entire shift, they will be required to use ten (10) hours of sick leave.) If on annual leave, the employee will use annual leave in accordance with the annual leave policy.

- 7.9 Premium Pay – Non-exempt employees who are required to come in before their normal work day start time for EMPLOYER shall be paid one and one half (1½) times their regular rate for their time before the start of their regularly scheduled shift. For snow plowing events, if its determined that an employee be relieved of duty during their normally regularly scheduled shift and returns later to complete the remainder of the shift, those hours worked at the return of the shift shall be paid at one and one-half (1-1/2) times the employees regular pay rate.

ARTICLE 8: CALL BACK

Non-exempt employees called in for work by the EMPLOYER at a time other than their normal scheduled shift will be compensated for a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's regular pay rate.

Exempt employees will receive a minimum of two hours pay at straight time. If the call-in or call-back is an extension to the regular shift, then the minimum hours provision of this clause will not apply.

ARTICLE 9: STAND BY

- 9.1 A non-exempt employee shall receive a minimum pay equal to three (3) hours of overtime for each Saturday, Sunday or holiday said employee is required by the EMPLOYER to be immediately available for work. Exempt employees are not eligible for standby pay.

Non-exempt employees who are placed on call will be paid two (2) hours (at straight time) for each weekday they are required by the EMPLOYER to be immediately available for work. (A weekday is Monday through Friday, excluding holidays.) The rate of pay to be used for calculations of straight time or overtime for employees in the Maintenance Worker title (in this situation) will be Step 8 of the Maintenance Worker salary range. Any employee whose normal hourly wage is higher than Step 8 of the Maintenance Worker salary range will receive payment for any unused comp time at year-end at the rate of Step 8 of Maintenance Worker for the entire balance.

Immediately available for work means to be able to respond to a callback within 30 minutes. Employees who will not be able to respond within that timeframe will not be eligible for callback pay.

- 9.2 The Facility Technician assigned to the Community Center will receive one hour of overtime each week provided that he/she wears a pager and responds to Community Center maintenance calls after hours and on days off. The employee will be eligible for callback pay when required to come in to work as provided in Article 8 but will not be

eligible for callback pay for phone calls.

ARTICLE 10: MEAL AND REST PERIODS

An employee may take either one-half (1/2) hour or one (1) hour meal period (without pay) and two (2) fifteen (15) minute rest periods (with pay) during a normal work day at times determined by the EMPLOYER. An employee who works beyond the normal workday shall be granted a one-half (1/2) hour unpaid break after five (5) consecutive hours of work. Rest periods shall be taken at the site of working operations at the time of said periods, unless otherwise determined by the EMPLOYER. The length of the meal period will vary depending on department and job title. The normal meal period for clerical and technical employees is one hour. The normal meal period for public works and park maintenance employees is thirty (30) minutes. Exceptions can be made with approval of the immediate supervisor.

ARTICLE 11: OVERTIME

- 11.1 Daily/Weekly Overtime - For non-exempt employees, hours worked in excess of eight (8) hours within an assigned work day or more than forty (40) hours within an assigned work week will be compensated at one and one-half (1-1/2) times the employee's regular pay rate, unless the shift length is greater than eight (8) hours. In that case, overtime eligibility begins after the regular shift is exceeded. (See Article 7--Work Schedules.)
- 11.2 Holidays Worked - Hours worked by non-exempt employees on holidays, except Thanksgiving, Christmas, and New Years, will be compensated for at one and one-half (1-1/2) times the employee's regular pay rate in addition to the compensation provided in the wage schedule. Hours worked by non-exempt employees on the holidays of Thanksgiving, Christmas, and New Years will be compensated for at two (2) times the employee's regular pay rate in addition to the compensation provided in the wage schedule. Holidays worked by exempt employees will be paid at straight time.
- 11.3 Equal Distribution - Overtime will be distributed as equally as practicable.
- 11.4 Overtime Refused - Overtime refused by employees will, for record purposes under Section 11.3, be considered as unpaid overtime worked.
- 11.5 No Duplication of Overtime - For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.6 Computing Overtime - All paid leave time shall be considered time worked for the purpose of computing overtime.
- 11.7 The City will allow employees the option of accruing compensatory time in lieu of overtime pay under the following conditions:
 - Compensatory time will not be allowed where the overtime could have been anticipated in advance and have simply been a schedule change with two weeks' notice;
 - Compensatory time is not an option for positions that have to be back-filled with another employee to keep reasonable staffing levels; and
 - Any compensatory time accrued will be capped at eighty (80) hours per year and will be cashed out at the end of the year, if not used, prior to any annual adjustment.

- Overtime worked in excess of the eighty- (80) hour cap will be paid during the same pay period it is earned.

ARTICLE 12: PROBATIONARY PERIODS

- 12.1 Probationary Period - New Employees - All newly hired or rehired employees will serve a nine (9) month probationary period. This probationary period may be extended at the discretion of the Employer for no more than ninety (90) days. The employee shall be notified of any extensions and the reasons for the extension prior to the end of the initial probationary period. At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 12.2 Employees who previously worked for the Employer and left employment but have not been away from employment with the City of Maplewood more than one (1) year will serve a ninety (90) day probation period. This provision is only available to employees who have already worked in the same job classification for which they are being rehired at least one (1) year and who have successfully completed a probation period in the same job classification.
- 12.3 Probationary Period - New Classification - Effective May 5, 1999, all employees promoted or transferred will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period. After the first three (3) months of this probationary period the newly transferred or promoted employee shall receive a written performance evaluation from their supervisor with written input from the employee. At any time during the probationary period a promoted or transferred employee may be demoted or transferred to the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE 13: SENIORITY

- 13.1 Determining Criterion - Seniority will be the determining criterion for transfers, newly created positions and promotions only when all other qualification factors are equal.
- 13.2 Layoff - In the event it becomes necessary to lay off employees for any reason, employees within a given job classification shall be laid off in inverse order of their seniority in the following order:
- a. Probationary part-time employees
 - b. Probationary full-time employees
 - c. Regular (part-time and full-time) employees
- 13.3 Bumping - In the event of layoffs, employees may exercise their seniority rights to a job class of equal or lower pay of the least senior employee within the bargaining unit. To bump, the employee must meet the knowledge, skills, abilities and minimum qualifications, and pass normal required tests.
- 13.4 Recall - Employees shall be recalled from layoff according to seniority. No new employee shall be hired for a job classification for which a layoff has occurred until all employees on layoff status within that job classification have been given ample opportunity to return to work within eighteen (18) months of said layoff. The City will notify employees on layoff to return to work by registered mail at that employee's last

recorded address. The employee must return to work within three (3) weeks of receipt of this notice in order to be eligible for re-employment.

- 13.5 Promotion Outside Bargaining Unit - Employees promoted outside the bargaining unit shall maintain their seniority in the unit for thirty (30) days.
- 13.6 Seniority Grievance - Disagreements between the EMPLOYER and employee relative to the use of seniority in promotions, transfers, and newly created positions is a proper subject for the grievance procedure outlined in Article 16 of this AGREEMENT.
- 13.7 Continuous Service - For purposes of seniority, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement.
- 13.8 Voluntary Transfer - If employees voluntarily transfer within the bargaining unit, they will go to the bottom of the department seniority list, except that the bargaining unit seniority will take effect in case of layoff.

ARTICLE 14: JOB POSTING

- 14.1 Promotion From Within - The EMPLOYER and the UNION agree that permanent job vacancies or newly created job classifications within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- a. have the necessary qualifications to meet the standards of the job vacancy; and
 - b. have the ability to perform the duties and responsibilities the job vacancy.
- 14.2 Promotional Probation - Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 12--Probationary Periods.
- 14.3 Selection Decision - The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.

It is the intent of the parties, the Employer and the Union, to attract the most qualified candidates for city service. Should the Employer look to fill any vacancies in the classes of "Maintenance Worker" or "Maintenance Trainee," the Employer will make every reasonable effort to fill said vacancies at the "Maintenance Worker" class. However, the city is not precluded from hiring a Maintenance Trainee when warranted by market conditions, budgetary limitations, or other economic factors.

- 14.4 Job Posting - Job vacancies within the designated bargaining unit will be posted for ten (10) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 15: DISCIPLINE

The EMPLOYER will discipline employees only for just cause.

ARTICLE 16: GRIEVANCE PROCEDURE/ARBITRATION

- 16.1 Processing of a Grievance - It is recognized and accepted by the UNION and the

EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYER duties and responsibilities. The aggrieved EMPLOYEE and the UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER. The designated supervisor shall schedule an approved absence within five (5) workdays after the request for absence.

16.2 Procedure - Any grievance or dispute between the parties relative to the application, meaning or interpretation of this AGREEMENT shall be settled in the following manner:

Step 1. The UNION steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within twenty-one (21) calendar days after such alleged violation has occurred. The supervisor shall attempt to adjust the matter and shall respond to the steward within seven (7) calendar days.

Step 2. If the grievance has not been settled in accordance with Step 1, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, by the UNION steward or their designate to the proper department head within seven (7) calendar days after the supervisor's response is due. The department head or their designate will respond to the UNION steward in writing within seven (7) calendar days.

Step 3. If the grievance has not been settled in accordance with Step 2, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested by the UNION steward or their designate and UNION business representative to the City Manager within seven (7) calendar days after the department head's response is due. The City Manager or their designate will respond to the UNION steward in writing within seven (7) calendar days.

Step 4. If the grievance is still unsettled in accordance with Step 3, the UNION may, within fourteen (14) calendar days after the City Manager's reply is due, give notice of its intention to submit the issue to arbitration by giving written notice, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated and the remedy requested, to the other party. The arbitration proceeding shall be conducted by an arbitrator to be selected by the EMPLOYER and the UNION within seven (7) calendar days after the UNION requests such action. If the parties fail to select an arbitrator, the State Bureau of Mediation Services will be requested by either or both parties to provide a panel of five arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from the panel. The UNION shall strike the first name, the other party shall strike one (1) name, the process will be repeated, and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument. Expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensation of its own representatives and outside witnesses. If either party desires a verbatim record of

the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and to the arbitrator.

16.3 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION without prejudice to either party.

16.4 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 submitted.
- b. The arbitrator shall be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way, the application of laws.

ARTICLE 17: VACATION / ANNUAL LEAVE

17.1 Vacation Schedule – Employees who work full-time and were hired prior to May 5, 2001 shall earn monthly paid vacation leave as per the following schedule:

- 1 - 4 years of service -- 10 working days per year
- 5 - 11 years of service -- 15 working days per year
- 12 - 20 years of service -- 20 working days per year
- After 20 years of service and thereafter -- 25 working days per year

Part-time employees hired before May 5, 2001 who regularly work (and are on payroll at) 20 or more hours per week shall accrue vacation on a prorated basis. Employees hired prior to January 1, 2003 at 15 –19 hours per week will be grandfathered in for eligibility to pro-rated vacation or annual leave.

17.2 Maximum Vacation Accumulation - Employees will be allowed to carry over a maximum of one and one-half (1-1/2) times his/her annual accrual rate into each successive year. (Part-time employee carryover is pro-rated based on hours worked.)

17.3 The EMPLOYER and UNION agree to incorporate the Annual Leave Program as adopted by the City Council on February 12, 2001 and revised on September 23, 2002. (See addendum)

17.4 Provisions 17.1 through 17.3 do not apply to employees who select the annual leave program.

ARTICLE 18: HOLIDAYS

- 18.1 **Holidays Observed** - Full-time employees shall be compensated for a full eight (8) hour day if employed at the time of any of the following holidays (prorated for part-time employees who work (and are on payroll) at twenty (20) or more hours per week):

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Years Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas Day

When a holiday falls on a Saturday or Sunday, the City shall designate the preceding Friday or following Monday as the "observed" holiday for City operations/facilities that are closed on holidays. Overtime for working on a holiday, as provided above, shall be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

- 18.2 **Personal Holidays** - Full-time employees shall also receive twenty (20) hours of personal holidays per year (prorated for part-time employees who are on payroll at twenty (20) or more hours per week. The date of such personal holiday shall be approved by the EMPLOYER.
- 18.3 Employees hired prior to January 1, 2003 into positions that are 15-19 hours per week who remain continuously in such positions will be eligible for pro-rated holiday benefits in the same manner as they had been before that date.

ARTICLE 19: SICK LEAVE

- 19.1 **Use of Sick Leave** - Full-time employees hired prior to May 5, 2001, shall accumulate sick leave at a rate of one and one-quarter (1-1/4) days per month (prorated for part-time employees who regularly work, and are on payroll at, 20 or more hours per week. Employees who work less than twenty (20) hours per week who are on the vacation and sick leave programs as of 12-31-02 will remain eligible for pro-rated sick leave as long as they remain continuously at fifteen (15) or more hours per week. Employees who are on annual leave do not accrue sick leave.

Sick leave may be approved only for days when an employee would otherwise have been at their employment. It may be used, with the approval of the supervisor, in any of the following cases:

- a. when the employee cannot work because of the illness, injury, or disability of themselves, their children, spouse, parents, stepchildren or stepparents;
- b. for medical, dental, chiropractic or optical exams or treatment of the employee or the employee's children (appointments should be scheduled to minimize the disruption of the work day);
- c. when the employee's presence would jeopardize the health of other employees by

exposing them to contagious disease.

Employees shall notify the EMPLOYER at or before their normally scheduled starting time of any illness for which they wish to take sick leave. The employee must submit satisfactory proof of illness or injury by way of a doctor's certificate, if requested by the EMPLOYER.

Those employees who misuse sick leave shall be subject to disciplinary action. Any action taken by the EMPLOYER under this Article shall be subject to the grievance procedure. Inappropriate patterned use of unscheduled sick leave is not the purpose of sick leave. Examples of patterned use include but are not limited to repeated one (1) and two (2) day absences associated with scheduled days off. Such patterns may be subject to discipline.

- 19.2 Sick Leave Conversion - Full-time and part-time employees hired after May 19, 1978 but before May 5, 2001 are provided, at said employee's discretion, the following sick leave conversion program in lieu of severance pay provided in Article 21. Said sick leave conversion program shall provide for the conversion of forty percent (40%) of the employee's annual earned and unused sick leave to vacation or deferred compensation after an employee has accumulated forty-five (45) days or more of sick leave as provided above. The conversion shall be made annually on January 1 at the employee's request. Conversion shall be based only on sick leave days earned and unused during the previous twelve (12) months. One-half (1/2) of the remaining annual earned and unused sick leave shall be retained as accumulated sick leave and one-half (1/2) shall be forfeited by the employee to the City at the time of conversion. The amount of sick leave earned and unused in the prior year that is eligible for conversion shall be prorated for part-time employees.
- 19.3 Conversion After Eight-Hundred (800) Hours - On December 31 of each year a full-time employee with eight-hundred (800) hours or more of accumulated sick leave shall be eligible to convert sick leave accumulated in the previous twelve (12) months to vacation or deferred compensation at the employee's current pay rate on the basis of two (2) hours of sick leave for one (1) hour of vacation or deferred compensation. Such conversion shall not exceed a total of forty-eight (48) hours of vacation and deferred compensation. The amount of sick leave earned and unused in the prior year which is eligible for conversion shall be pro-rated for part-time employees.
- 19.4 Article 19 does not apply to employees on annual leave except as provided in the Annual Leave Program (Current Sick Leave Balances—Deferred Sick Leave, and Severance Pay Sections).

ARTICLE 20: LEAVES OF ABSENCE

The EMPLOYER agrees to provide to full-time employees the following leaves of absence with reasonable written notice from the employee:

- 20.1 Military Leave - Military leave, with pay, for reserve training, not to exceed fifteen (15) working days per year, when ordered by the appropriate authorities.
- 20.2 Jury Duty Leave - Jury duty leave when ordered by the appropriate authorities. The EMPLOYER agrees to pay the difference between the employee's regular salary and jury duty pay if the jury duty pay is less than the employee's regular salary. If the jury is dismissed more than two (2) hours prior to the end of the employee's regular scheduled

shift, the employee shall report to work. Employees who are scheduled to work evening or night shift will be changed to day shift for the period of time they are required to serve on jury duty. Employees must notify the City as soon as possible after receiving notification of their order to serve.

20.3 Educational Leave - Educational leaves with pay for work-related conferences and seminars which occur during regular working hours when attendance is approved by the EMPLOYER. The EMPLOYER further agrees to pay reasonable costs related to the above.

20.4 Funeral/Bereavement Leave - A maximum of three (3) days of funeral/bereavement leave with pay shall be extended to employees upon the death of a member of the immediate family of the employee or their spouse (i.e., spouse, children, grandchildren, parents, grandparents, brothers or sisters, sons-in-law or daughters-in-law). The maximum eligibility for funeral leave remains at 24 hours, regardless of shift length. This leave is pro-rated for part-time employees.

20.5 Parenting Leave -

- A. Employees who work twenty (20) or more hours per week and have been employed more than one (1) year are entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed twelve (12) weeks, and must begin not more than six (6) weeks after the birth or adoption of the child.
- B. Employees are not required to use sick leave during parental leave but may use sick leave at their option for any period of this leave they are unable to work due to medical reasons. In addition, sick leave of up to three (3) days for a normal delivery and four (4) days for a caesarean delivery may be requested by employees in order to take the expectant mother to the hospital for delivery and during the days immediately following the birth including bringing the mother and child home. Employees on annual leave will use annual leave in lieu of sick leave unless they are eligible for deferred sick leave.
- C. 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 leave.
- D. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. Both leaves will run concurrently until eligibility for either leave expires.
- E. Seniority will continue to accrue during the twelve (12) week parental leave for eligible employees. Employees who have not completed their probationary period, and are therefore not covered under the law, may receive up to a maximum of two (2) weeks unpaid leave that is not adjusted for seniority with authorization of the employee's supervisor and City Manager.
- F. Employees shall be eligible for FMLA in accordance with Federal Law.

ARTICLE 21 (RESERVED)

ARTICLE 22: INJURY ON DUTY

Employees injured in or contracting illness from actual service and thereby rendered incapable of performing their duty shall receive no more than their regular take-home pay during the period of incapacity without loss of sick leave for a period not exceeding ninety (90) working days per injury subject to the following conditions:

- a) In order to receive the benefits of this section for a period exceeding seven (7) days said injury or illness must be determined to be eligible under worker's compensation.
- b) In order to be eligible for the benefits of this section for a period of seven (7) days or less, the Employer must determine that the injury is "on-the-job" in nature.
- c) In order to be eligible for the benefits of this section, a written report of such injury must be made within twenty-four (24) hours of said injury to the Employer.
- d) If an Employee takes advantage of this section, all salary related benefit income (such as worker's compensation, disability benefits, etc.) must be turned over to the Employer.
- e) Benefits of this section shall assure the Employee of their regular pay only and shall not include allowances for overtime or other pay.
- f) The recipient of the benefits of this section must submit proof that reasonable efforts have been made to secure all salary related injury benefits available.
- g) The Employer may require a reasonable number of physical examinations by the City's Physician at reasonable times at City expense.
- h) The City's Physician shall determine when the Employee is able to return to work.
- i) This section does not apply in the case of death of an Employee, on duty or otherwise.
- j) The base pay of an Employee will continue until the "on-the-job" status of an injury has been determined, if said injury appears to be "on-the-job." However, if it is found that the injury is not job related, the time off will be credited to sick leave, vacation time, compensatory time off or, if none of these are adequate, deducted from future pay of the Employee.
 - a. In the event vacation time is used, upon the return to work of the Employee, fifty percent (50%) of future sick leave accrual may be transferred to vacation time, until such time as the accrued vacation time reaches the level it was before time off was credited to vacation time.
- k) Time available under this section shall not be considered as sick leave and shall not be included in accrued sick leave at the time of termination of employment.
- l) This section shall not be applicable if such job related injury is due to intentional negligence on the part of the Employee so injured.

ARTICLE 23: INSURANCE

2019 Health Care Costs/ Contributions

23.1 For all full-time employees hired prior to January 1st, 2013, the employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45

toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for either the Medica Elect/ or Medica Choice plans. The Employer shall contribute towards the cost for insurance as follows:

- a. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 - i. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
 - b. \$1,900 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage in either the Medica Elect/ Plan or Medica Choice plan.
 - c. \$3,200 annually into a HRA for those employees who elect family coverage in either the Medica Elect/ Plan or Medica Choice Plan.
 - d. The City shall make such deposits for single or family HRA contributions by way of pro-rata contributions every two weeks to each employee's Health Reimbursement Account. The City will also provide a funding option which shall be available to any employee who requires earlier funding of the City's contribution due to medical event(s). In such case, the Employee shall make a request for funding to the Human Resources Coordinator and shall provide documentation supporting such request. The City shall also make a resource person available on a regular basis to the Employees to assist them with paperwork and billing issues related to the HDHP.
 - e. As an incentive to participate in the Wellness Program, the City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave or 12 hours of vacation pay (for those employees still on the vacation sick plan) in lieu of receiving the contribution into the Employee's HRA.
- 23.2 For all employees hired on or after January 1, 2013, the following shall apply
- a. The employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for the Medica Elect/ plan. For any employee who chooses to participate in any other plan offered by the City, if any, the City will contribute an amount equal to the actual dollar amounts paid for single HDHP coverage towards the monthly premiums for other such plans for single coverage, and an amount equal to the actual dollar amounts paid for family HDHP coverage for families toward the monthly premiums for such plans for family coverage and the employee shall be responsible to pay any difference over and above such contributions. The Employer shall contribute towards the cost for insurance as follows:
 - i. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 1. The term actively participated shall be as determined by the Labor-Management Wellness Committee.

- ii. \$1,700 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage. For newly hired employees who have successfully completed one year of employment, the contribution shall be \$1800.00.
 - iii. \$2,700 annually into a HRA for those employees who elect family coverage. For newly hired employees who have successfully completed one year of employment, the contribution for family coverage shall be \$2800.00.
 - b. The City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave in lieu of receiving the contribution into the Employee's HRA.
- 23.4** Life Insurance - The EMPLOYER shall provide a life insurance policy with a benefit value of thirty-five thousand dollars (\$35,000) for all full-time employees.
- 23.5** Long-Term Disability Insurance - The Employer will provide Long-Term Disability Insurance with the cost of such being fully paid by the EMPLOYER for full-time employees and regular part-time employees who work (and are on payroll) at 20 or more hours per week. Such Long-Term Disability Insurance shall be coordinated with other benefits provided in this contract. Employees are not eligible for vacation, sick leave and annual leave accrual while receiving Long-Term Disability payments except for hours on payroll using accrued leave. Employees who were hired into positions at 15-19 hours per week before 1-1-03 and remain continuously at 15 or more hours per week will be eligible for this benefit on a pro-rated basis as they were prior to 1-1-03.
- 23.6** Short-Term Disability Insurance – The EMPLOYER agrees to provide optional short-term disability insurance coverage for all regular employees who work 20 or more hours per week. Employees may elect this optional coverage at the Employee's cost
- 23.7** If and when AFSCME is ready to negotiate a Retiree Health Savings Plan, the City will schedule a meeting to begin the process.
- 23.8** Employees will be eligible to elect coverage in the City's optional Long-term care benefit at the employees cost, if they meet the criteria established in the plan.

ARTICLE 24: UNIFORMS

Employees in Building, Street, Park, Utility and Vehicle Maintenance shall be provided with uniforms maintained by the EMPLOYER. The EMPLOYER will provide uniforms for CSO and CSO/Paramedic positions. Lifeguard staff will be provided with three (3) sets of t-shirts and shorts annually. Engineering Techs and Building Inspectors who regularly work in the field shall be reimbursed up to one hundred fifty dollars (\$150.00) towards the cost of appropriate outerwear upon production of proper documentation of such expenses. All other regular part-time Park and Recreation employees will be provided with three (3) shirts on an annual basis. One (1) set of appropriate outerwear will be provided for Park, Utility, and Street Maintenance Workers, the Mechanics, Engineer Technicians, Building Inspectors, Code Enforcement

Officers, and the Environmental Health Officer. This outerwear is not to be used outside of City work and will normally be kept on City premises. No additional outerwear will be provided unless the outerwear was obviously ruined at work.

The EMPLOYER agrees to pay up to \$300 toward the replacement and maintenance of safety-toed boots annually for those employees required by the EMPLOYER to wear them.

ARTICLE 25: TRAVEL AND MEAL ALLOWANCE

25.1 Mileage - The EMPLOYER agrees to pay the City-approved rate (which is tied to the IRS-approved rate) to employees as requested by the EMPLOYER to use their private vehicle for official City business. An additional five dollars (\$5) per day shall be paid for required use of an employee's car on a public works construction project. If a City fleet vehicle is available, it shall be offered to the employee, but if one is not available, then Employees shall not reasonably decline to use their vehicles on and/or to construction sites when requested.

25.2 Meals -

- A. If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the City will not reimburse employees for meals connected with training held within Maplewood City limits, unless meals are provided as part of the training. Reimbursement for travel expenses will be allowed at coach rates for air travel.
- B. For in state training approved by the City Manager, the Employer will pay for the conference fees, transportation costs and reasonable costs for meals and lodging for full-time employees.
- C. Expenses for meals, including sales tax and gratuity, will be reimbursed according to the following limits and procedures. No reimbursement will be made for alcoholic beverages. Per diem meal and incidental expenses as set forth in the annual General Services Administration Meals and Incidentals Expenses Table located on the internet at www.gsa.gov/mie will be allowed without receipts being required.

Seventy five percent of the per diem is allowed for travel days as set forth in that table. If less than three meals are purchased, deductions to the per diem or the meal allowance maximum will be made in the amounts as set forth in that table. Also, if a meal is provided as part of the training, seminar, conference or other event being attended, an appropriate deduction shall also be made for that meal. Full reimbursements, over the maximums specified, will be authorized for all employees if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

ARTICLE 26: PERSONNEL FILES

A copy of any material to be placed in an employee's personnel file during the term of this AGREEMENT shall be provided to said employee. All disciplinary action material more than three (3) years old will not be used in further disciplinary actions. The EMPLOYER will remove past discipline from the employee's personnel file if there has been no further discipline within the past five (5) years.

ARTICLE 27: NONDISCRIMINATION

The provisions of this Agreement shall be applied to all Employees in the Bargaining Group without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, national origin or political affiliation.

The Bargaining Group and the Employer agree to meet and confer to discuss accommodations for "qualified" disabled Employees as the need arises, consistent with the intent of the Americans with Disabilities' Act.

ARTICLE 28: LEGAL DEFENSE

28.1 No Legal Defense - Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision outside the scope of their employment may not receive legal defense by the City.

28.2 Reimbursement for Legal Defense - Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of their employment, when such act is performed in good faith and under direct order of their supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 29: REQUIRED LICENSES

The City agrees to reimburse employees for job related required licenses or certifications and renewal of same, except driver licenses.

ARTICLE 30: SAFETY

30.1 Joint Safety – The Employer and the Bargaining Group agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage Employees to work in a safe manner.

30.2 Safety Committee – The Bargaining Group shall designate an employee and at least one alternate to serve on the City Labor Management Safety Committee.

ARTICLE 31: LEADPERSON

Lead persons shall receive a pay differential according to the Wage Schedule in Appendix C for that period of time that they are assigned the duties of any crew chief position or that of building Maintenance Supervisor by the appropriate department head or designated supervisor.

ARTICLE 32: TOOLS

Those employees classified as mechanics (Mechanic Crew Chief, Heavy Equipment Mechanic and VEM Technician) shall be paid an annual tool allowance of up to \$600 effective 1-1-2021 and thereafter on the condition that employees provide receipts and they are reimbursed based on the receipts. Said mechanics agree to provide, at no expense to the City, all basic tools (including metric) necessary for the performance of their jobs, excluding special tools. The City will provide all special tools required to perform the duties of the job. The annual tool allowance will be pro-rated in the first and last year of employment based on percentage of the year worked. In addition, the supervisor must approve all tool reimbursements allowed by this provision in an employee's last year of service with the City.

ARTICLE 33: EDUCATION

When funds are available as determined by the Department head, the EMPLOYER agrees to pay fifty percent (50%) of the cost of tuition, books and unique software required specifically for the class (as opposed to general software such as "Microsoft Word®"), upon successful completion with a "C" grade or better, seventy-five (75%) reimbursement upon completion with a "B" grade or better and eighty five percent (85%) reimbursement upon completion with an A grade, during the term of this AGREEMENT, on accredited course work at the vocational, undergraduate, or graduate college level which is determined by the EMPLOYER to be job related. All course work covered by this Article shall be during non-working hours. Part-Time Employees are eligible for this benefit on a prorated basis. The maximum reimbursement will be based on the per credit cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the City on a pro-rata basis if they voluntarily leave employment or are terminated for cause within thirty six (36) months of reimbursement.

ARTICLE 34: RESERVED

ARTICLE 35: WAGE SCHEDULE

35.1 Wage Adjustment:

Employees shall receive the following Wage Adjustment

- A one-time, non-base lump sum payment on July 1, 2021 equal to the greater of 2% of base pay on July 1, 2021; or \$2,000.00.

If the Employer agrees to any better general wage adjustment increases for any other bargaining groups in 2017-2018, then the City shall apply those same increases to this Agreement as well.

35.2 New Salary Ranges – New salary ranges are adopted with the 2001-2002 contract. Employees who had previously been at longevity steps that pay more than the new ranges will be able to retain their pay rates and will be eligible for cost-of-living increases.

The new salary ranges have eight (8) steps. Movement within the range is based on a combination of time in position and performance. Employees will be eligible for step movement once per year on their anniversary date until they reach Step 8. If an employee received a performance rating that is below satisfactory (below good) on any of the major performance dimensions, their step movement will be delayed until such time as they have received two consecutive fully satisfactory performance reviews. Once a delayed increase is provided, the new eligibility date for pay increases for that employee will change to the date the delayed increase went into effect.

Employees will normally be hired at Step 1 of the range. Exceptions can be approved by the City Manager. Employees who are promoted will move to a step which gives them an increase over their pre-promoted pay rate.

In addition to the hourly rates provided in the Contract, \$120 per month will be paid in deferred compensation to each full-time employee, beginning 01/01/13.

Those with 10 years of service will receive an additional \$5/month (to \$125)
Those with 15 years of service will receive an additional \$10 (to \$130)
Those with 20 years of service will receive an additional \$15 (to \$135)
Those with 25 years of service will receive an additional \$20 (to \$140)

Deferred Compensation is pro-rated for part-time employees who work 20 hours per week or more (and for those who work 15-19 hours/week who were grand-fathered in on 1-1-03). Those who work less than 20 hours per week and who were hired 1-1-03 or after are not eligible for city-paid deferred compensation.

All deferred comp payments set forth above shall only be paid if the Employee matches the contribution from the City. If the Employees' contribute a lesser amount than set forth above, the Employer will match the lesser amount.

- 35.3 City shall provide a fully paid single annual membership to the Maplewood Community Center (MCC) and for those employees who request it, the City shall pay 50% and the employee shall pay 50% towards an annual family membership at the MCC.

ARTICLE 36: WAIVER

- 36.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this agreement, are hereby superseded.
- 36.2 The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement.
- 36.3 The Employer and the Collective Bargaining Group agree that the parties have now had the opportunity to fully negotiate the terms and conditions of employment as provided for pursuant to the Minnesota Public Employment Labor Relations Act. Thus, each voluntarily and unqualifiedly waives the right to meet and negotiate further during the term of this Agreement regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 37: SAVINGS CLAUSE

This agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this agreement shall be held to be contrary to law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 38: DURATION

This AGREEMENT shall be effective January 1, 2021, and shall remain in full force and effect until the thirty-first (31st) day of December 2021.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the
12th day of April, 2021.

DocuSigned by:
FOR THE CITY:

Marylee Abrams

05E4BC9EB1D8415...

Mayor

DocuSigned by:

Melinda Coleman

EAPB789834604FE...

City Manager

DocuSigned by:

Michael Sable

5DC1A027C0CB453...

Human Resource Department

DocuSigned by:
FOR THE UNION:

[Signature]

9B1F4A926327424...

Field Representative

DocuSigned by:

Brent R Buckley

36E2357CD64B422...

Local President

DocuSigned by:

Matt Woelke

EAC4A6ED55CB411...

Negotiations Team Member

DocuSigned by:

Brent Meissner

4A48BD436DC2450...

Negotiations Team Member

APPENDIX A**A.F.S.C.M.E. January 1, 2021 – December 31, 2021 (0.0% increase)**

	Step	1	2	3	4	5	6	7	8		
Accountant		33.78	35.46	37.24	39.08	40.25	41.46	42.30	43.15		
Accounting Technician		24.78	26.01	27.32	28.67	29.51	30.42	31.02	31.66		
Administrative Assistant		23.96	25.15	26.40	27.74	28.57	29.43	30.00	30.60		
Building Inspector		32.44	34.05	35.75	37.55	38.68	39.84	40.62	41.43		
Building Inspector Apprentice		25.95	27.25	28.60	30.02	30.93	31.84	32.52	33.13		
Building Maintenance Worker		21.57	22.66	23.76	24.95	25.71	26.48	27.01	27.53		
Sr. Service Center Rep		22.11	23.20	24.38	25.60	26.34	27.13	27.70	28.24		
Civil Engineer I		34.36	36.07	37.90	39.77	40.98	42.20	43.05	43.92		
Civil Engineer II		37.81	39.70	41.69	43.78	45.09	46.42	47.35	48.29		
Communications Coordinator		36.18	37.99	39.89	41.87	43.13	44.43	45.31	46.22		
CSO		21.87	22.97	24.09	25.30	26.10	26.87	27.38	27.95		
Customer Service Associate		13.47	14.15	14.84	15.61	16.05	16.54	16.88	17.21		
Crime/Strategic Analyst Tech		28.59	30.01	31.52	33.09	34.09	35.11	35.82	36.53		
Customer Service Rep, Senior		17.45	18.32	19.24	20.21	20.84	21.44	21.87	22.30		
Digital Communication Specialist		22.52	23.64	24.83	26.07	26.85	27.64	28.20	28.77		
Engineering Technician		25.86	27.19	28.55	29.97	30.87	31.78	32.44	33.05		
Engineering Technician, Sr Environmental/City Code Specialist		32.09	33.66	35.35	37.12	38.23	39.39	40.18	40.98		
Environmental Health Official		25.95	27.25	28.60	30.02	30.93	31.84	32.52	33.13		
Environmental Planner		32.74	34.37	36.09	37.90	39.03	40.20	41.00	41.82		
Facility Technician		37.97	39.88	41.87	43.97	45.29	46.65	47.58	48.56		
Heavy Equipment Mechanic		22.52	23.64	24.83	26.07	26.85	27.64	28.20	28.77		
Lead Custodian		25.68	26.95	28.28	29.73	30.61	31.55	32.17	32.82		
Lead Licensing Specialist		22.52	23.64	24.83	26.07	26.85	27.64	28.20	28.77		
Maintenance Worker		27.53	28.90	30.37	31.85	32.87	33.84	34.50	35.20		
Maintenance Trainee		25.05	26.29	27.60	29.02	29.87	30.76	31.37	32.01	32.07	32.65
Mechanic Crew Chief Office/Licensing/PD Records Spec.		22.76	23.86	0.00	0.00	0.00	0.00	0.00	0.00		
Park Maintenance Crew Chief		28.23	29.65	31.14	32.70	33.66	34.67	35.36	36.07		
Planner		22.11	23.20	24.38	25.60	26.34	27.13	27.70	28.24		
Property Room Technicians		27.53	28.93	30.37	31.85	32.87	33.83	34.50	35.20		
Recreation Program Coordinator		33.02	34.69	36.43	38.23	39.39	40.57	41.39	42.23		
Sanitary Sewer Crew Chief		22.52	23.64	24.83	26.07	26.85	27.64	28.20	28.77		
Storm Sewer Crew Chief		27.56	28.95	30.39	31.91	32.88	33.85	34.52	35.22		
Street Maintenance Crew Chief		27.53	28.93	30.37	31.85	32.87	33.83	34.50	35.20		
VEM Technician		27.53	28.93	30.37	31.85	32.87	33.83	34.50	35.20		
		21.80	22.88	24.03	25.24	25.97	26.78	27.31	27.87		

APPENDIX B

DIFFERENTIAL PAY

- A. Employees operating the following equipment shall be paid a differential of \$2.00 per hour in addition to their regular wage while they operate the following heavy equipment:

Motor Patrol (Road Grader)	Pick-Up Sweeper
Mini-Hoe	Roller (6 ton or over)
Traxcavator	Bulldozer
Backhoe/Loader	Snow Wings when in use
Tractor (no cab) w/ mowing attachment	
JetVac (Aquatech) when used as a combination machine	
Front-End Loader (if operated by an employee over one (1) continuous hour in a given day)	
Bucket Truck (tree trimmer)	
Tool Cat (sidewalk/trail snowplow)	

- B. Differential pay for leadperson shall be \$1.08 per hour. (See Article 31)

APPENDIX C

CITY OF MAPLEWOOD ANNUAL LEAVE PROGRAM

- A. It is the policy of the City of Maplewood to provide paid time away from work to eligible employees. This policy is implemented by means of the Annual Leave Program, which covers all paid leave previously available under the City's vacation and sick leave benefits. The Annual Leave Program does not include designated or personal holidays, funeral leave, military leave or court leave. With the adoption of this program, the City firmly accepts and endorses the principles of consistency, flexibility, personal responsibility, and the recognition of years of service.

The traditional paid vacation and sick leave programs have been in place for many years. These programs are highly structured with extensive rules applied to their use. These rules may not provide the best "fit" for the circumstances of individual employees and their immediate and extended families. As of May 5, 2001, the Annual Leave Program replaced individual vacation and sick leave plans and combined them into a single benefit program. Annual leave is provided to all employees hired on or after that date. Employees hired prior to May 5, 2001 had the option to convert to annual leave or remain in the sick leave and vacation plans.

- B. Employees accrue annual leave based on length of service with the City. This means that employees all receive the same amount of paid time off, regardless of their personal or family situation. Plan provisions discourage unnecessary utilization by providing cash and savings incentives.

Any sick leave or vacation time that an employee may have used under the Family and Medical Leave or Parenting Leave policies will become annual leave. The legal requirements of the time off and continuation of insurance contributions under those laws remain unchanged. (This means the City will contribute the same amounts toward health and dental insurance premiums while employees are on family and medical leave as they do under the vacation and sick leave programs.)

Annual leave can be used for any reason, subject only to necessary request and approval procedures consistent with policy and labor contracts. As with all paid time off programs, we need to ensure that service to the public and work requirements are not adversely impacted.

- C. Medical Certification - Good attendance is an essential job function for all City employees. If unplanned absences are excessive, a doctor's certificate may still be required. It shall state the nature and duration of the illness or injury and verify that the employee is unable to perform the duties and responsibilities of their position.

A statement attesting to the employee's ability to return to work and perform the essential functions of the job and a description of any work restrictions may also be required before the employee returns to work. (If an unplanned absence is not viewed as a problem by the employee's supervisor, a doctor's statement will not be required.)

D. Accrual Rates -

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
1 - 4 Years	19 days
5 - 11 Years	24 days
12 - 20 Years	29 days
After 20 Years	34 days

Annual leave shall not accrue during unpaid leaves. Effective January 1, 2003, regular part-time employees hired into a position that is 20 or more hours per week, shall accrue annual leave on a prorated basis based on regular hours worked. Employees who were already in regular part-time positions of at least 15 hours per week prior to January 1, 2003 shall remain eligible for pro-rated annual leave.

Annual leave will accrue on a pay-period basis (as vacation and sick leave do) for up to 62 days. Employees can carry over up to their full balance as long as the total balance never exceeds the 62-day cap. No additional accrual will occur above the cap.

- E. Sick Leave Balances: Deferred Sick Leave - Employees hired prior to May 5, 2001, who had accrued sick leave and who elected to participate in the annual leave program retained their sick leave balance to be used as "deferred sick leave" until the balance was exhausted. Deferred sick leave can be used for any doctor-certified extended leave that would have been covered under the previous sick leave policy in effect prior to adoption of the policy. An extended leave for purposes of this policy is defined as one requiring an employee to be out of work for two (2) or more consecutive days.

If an employee knows they will be out for two (2) or more consecutive days before the absence, they will be eligible to use the deferred sick leave bank from the first day. For example, if an employee has a scheduled surgery where they know—in advance—they will be out for two (2) weeks, the employee will be able to use hours from their deferred sick leave bank starting on the first day of the absence. If an employee is out and expects to return within two (2) days, they will use annual leave. If the medical condition extends beyond the two (2) days, the deferred sick leave bank will be applied retroactively and any annual leave used will be restored to the annual leave balance.

Once the deferred sick leave bank is exhausted, employees will use annual leave for all absences covered by the annual leave program - up to the point that disability insurance coverage goes into effect. Any deferred sick leave balance remaining when an employee leaves City service will expire unless the employee would have been eligible for sick leave as severance pay prior to electing annual leave (see Severance Pay).

- F. Vacation Balances - Unused vacation balances were converted to annual leave on a one-for-one basis for employees who converted from vacation/sick leave to annual leave.
- G. Banked Personal Holiday Hours - Employees who had banked personal holiday hours that were earned and unused prior to March, 1984 had the option to cash them out at their current hourly rate during the open window period or to retain them.
- H. Short-Term Disability Insurance - The City adopted an optional short-term disability insurance program effective October 1, 2001. The cost of this coverage will be paid by the employee, if the employee elects coverage. For employees who elect this coverage, the benefits will begin after an employee is out for thirty (30) calendar days.

The City also has a long-term disability program in place where benefits begin at ninety (90) calendar days. Short-term disability benefits cover the period from thirty (30) calendar days to ninety (90) calendar days. Employees who have deferred sick leave may use sick leave hours from the deferred sick leave bank to make up the difference between pay provided by short- and long-term disability insurance payments and their regular take-home pay. Employees without a deferred sick leave bank may use annual leave for this purpose.

- I. Severance Pay - Under the current vacation and sick leave programs, employees are eligible for 100% of their vacation and personal holiday balance when they leave City employment.

All employees who have annual leave will be eligible for 100% of their annual leave balance when they leave City service. They may receive this as cash or deferred compensation (subject to IRS regulations).

- J. Unpaid Leave - Unpaid leaves may be approved in accordance with the City Personnel Policies. Employees must normally use all accrued annual leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave, the employee may retain a balance of forty (40) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the City Manager.
- K. Sick Leave Conversion - There are various sick leave conversion programs in existence which cover different employee groups. Some programs vary within a particular group based on hire date. Employees who have annual leave will be able to convert some hours to cash or deferred compensation as described below. Employees who remained with the vacation and sick leave program may continue to convert sick leave and/or vacation based on programs they were eligible for prior to the adoption of annual leave (May 5, 2001).
- L. Annual Leave Conversion - Annual leave will be eligible for conversion to cash or deferred compensation (subject to IRS maximum deferral regulations) annually on a one-for-one basis subject to the following conditions. Up to 40% of the annual leave balance, not to exceed forty (40) hours, may be converted each year provided the employee has used a minimum of 30% of their annual accrual during the current calendar year and has a minimum balance of at least 176 hours. The minimum balance requirement will be determined as of the first payroll in December and will be based on the employee's current hourly rate on December 1.

Conversion to cash or deferred compensation will occur in the second payroll of the following year with specific dates to be determined by the Finance Department each year. Finance will notify all employees who have annual leave in November of each year as to the dates and conversion options. The conversion will be part of regular payroll and will not be paid in a separate check. Regular rate for the purpose of this policy is the employee's straight time rate not including overtime, pay differentials, out-of-class adjustments or any other additions to regular pay.