

LABOR AGREEMENT  
BETWEEN  
CITY OF FARMINGTON  
AND THE  
AMERICAN FEDERATIONS OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 5, LOCAL UNION 3815  
AFL-CIO  
MAINTENANCE UNIT

JANUARY 1, 2022 - DECEMBER 31, 2024

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**MASTER LABOR AGREEMENT  
BETWEEN  
CITY OF FARMINGTON  
AND  
AFSCME, COUNCIL 5, LOCAL UNION 3815  
AFL-CIO**

**ARTICLE 1- PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the CITY OF FARMINGTON, hereinafter called the EMPLOYER, and AFSCME, COUNCIL 5, LOCAL UNION 3815, AFL-CIO, hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.2 Place in written form the parties' agreement upon the terms and conditions of employment contained herein for the duration of this AGREEMENT; and
- 1.3 Promote harmonious relations between the EMPLOYER and the UNION.

**ARTICLE 2 - RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for:

All maintenance employees of the City of Farmington, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding employees already in other appropriate unit, supervisor, confidential, and all other employees.

- 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 for determination.
- 2.3 The EMPLOYER shall not enter into any agreements covering terms and conditions of employment with employees of the bargaining unit under the jurisdiction of this AGREEMENT, whether individually or collectively, which in any way conflicts with terms and conditions of the AGREEMENT, except through the certified representative.

**ARTICLE 3- DEFINITIONS**

- 3.1 UNION: The American Federation of State, County and Municipal Employees, Council 5, Local Union 3815, AFL-CIO.
- 3.2 UNION MEMBER: A Member of AFSCME, Council 5, Local Union 3815, AFL-CIO.

- 3.3 EMPLOYEE: A Member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The City of Farmington.
- 3.5 UNION OFFICER: Officer elected or appointed by AFSCME, Council 5, Local Union 3815, AFL-CIO.
- 3.6 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours in a seven (7) day period.
- 3.7 WORK SHIFT: A work period including rest breaks and a lunch break.
- 3.8 REST BREAKS: A rest break shall consist of a fifteen (15) minute period.
- 3.9 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, 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 or compensation or the rights, privileges or obligations of employment.
- 3.10 BASE PAY RATE: The Employee's hourly pay rate exclusive of any other special allowances.
- 3.11 SENIORITY: a) Job Classification Seniority: Length of continuous service in a job classification included in the unit in accordance with ARTICLE 2- RECOGNITION. Job classification seniority shall reflect the length of continuous employment in an individual job classification from the date the employee assumed his/her current job classification title.
- b) EMPLOYER Seniority: Length of continuous service with the EMPLOYER.
- 3.12 FULL-TIME EMPLOYEE: An employee who is regularly scheduled to work forty (40) hours per week and 2,080 hours per year.
- 3.13 PART-TIME EMPLOYEE: An employee who is regularly scheduled to work less than forty (40) hours per week and more than fourteen (14) hours or thirty-five percent (35%) of the scheduled work week.
- 3.14 ON-CALL EMPLOYEE: All Employees who are not classified as Regular Full-time, Regular Part-time or Temporary employees. These employees perform work of a non-continuous or irregular nature where the work schedule cannot be predicted in advance.
- 3.15 TEMPORARY EMPLOYEE: An employee who is not in a classified position because the employment is limited by duration or a specific project or task.
- 3.16 CONTINUOUS: An employee's length of service from the most recent date of hire, re-

SERVICE: hire, or reinstatement. An employee's continuous service will be termed broken if that employee voluntarily resigns, is terminated for just cause, or retires.

3.17 EMERGENCY: An unanticipated set of circumstances that creates an immediate need for employees to work to safeguard public safety, prevent injury to clients, employees or the public, prevent catastrophic loss or maintain current standard staffing ratios.

#### **ARTICLE 4- EMPLOYER SECURITY**

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

#### **ARTICLE 5- UNION SECURITY**

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

5.11 Deduct from each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and

5.12 Remit such deduction to the UNION.

5.2 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

5.3 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.

5.4 When requested to do so by the UNION, the EMPLOYER agrees to deduct from the wages of those employees who are not members of the UNION a fair share fee that shall not exceed eighty-five percent (85%) of the regular monthly dues and shall forward such monies to the UNION. This provision shall remain operative only as long as it is specifically provided by the law and is otherwise legal.

5.5 The EMPLOYER will provide the UNION with the names of new hires within the bargaining unit.

5.6 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).

#### **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 determine whether services are to be provided or purchased; to set and amend budgets; to determine the

utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.

- 6.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

## **ARTICLE 7- EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

### **7.1 DEFINITION OF A GRIEVANCE**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

### **7.2 UNION REPRESENTATIVES**

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

### **7.3 PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION representative have notified and received the prior approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

### **7.4 PROCEDURE**

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

**Step 1.** An Employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in

Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated Step 2 representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the UNION may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the EMPLOYER-designated representative's final Step 3 answer.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION may be submitted to arbitration. If the parties are unable to agree on the selection of an arbitrator, the UNION shall request a list of arbitrators to be submitted to the parties by the Bureau of Mediation Services.

## **7.5 ARBITRATOR'S AUTHORITY**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.



## **7.6 WAIVER**

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

- 7.7 Election of Remedy: An employee who has passed their initial probationary period and whose grievance related to a suspension, demotion, or discharge remains unresolved after the Employer's Step 3 response may choose to proceed to Step 4 of the grievance process outlined in this Article or to a procedure such as Veteran's Preference or another administrative procedure. If appealed to another procedure, with the exception of claims subjected to the jurisdiction of the United States Equal Employment Opportunity Commission, the employee is precluded from making a further appeal of the issue through the grievance procedure.

## **ARTICLE 8- DISCIPLINE**

- 8.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand;
  - b) written reprimand;
  - c) suspension;
  - d) demotion; or
  - e) discharge.
- 8.2 Notice of suspensions, demotions, and discharges will be in written form and will state the reasons for the action taken. The UNION shall be provided with a copy of such notice.
- 8.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.
- 8.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 8.5 Employees will not be questioned concerning the investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 8.6 Grievances relating to this Article shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE 7.

- 8.7 An employee who is absent without leave and without notification to the EMPLOYER for three (3) consecutive days will be considered to have resigned.

## **ARTICLE 9- WORK SCHEDULES**

- 9.1 The sole authority in establishing work schedules is the EMPLOYER. The normal work year will be 2,080 hours for a full-time employee and shall be accounted for by each employee through:
- a) hours worked on assigned shifts;
  - b) assigned training hours; and
  - c) authorized paid leave time.
- 9.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 9.3 The normal work day for a full-time employee shall be eight (8) hours. The normal work week for a full-time employee shall be forty (40) hours Monday through Sunday.
- 9.4 Service to the public may require the establishment to regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal work day.
- 9.5 Service to the public may require the establishment of regular work weeks during which work is scheduled on Saturdays and/or Sundays.
- 9.6 The EMPLOYER will give seven (7) calendar days of advance notice to the employees affected by a change in scheduled shifts. In the event that work is required because of unusual or emergency circumstances such as, but not limited to fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given.
- 9.7 With prior approval of the employee's immediate supervisor an employee may use both rest breaks together in the first half or the second half of a shift.

## **ARTICLE 10- OVERTIME**

- 10.1 Regular, full-time FLSA non-exempt employees will be compensated at one and one-half (1 ½) times the employee's regular base pay rate for hours worked in excess of forty (40) hours in a seven (7) day period. Sick and vacation leave will be counted as time worked for the purpose of computing overtime. Regular full-time FLSA exempt employees shall not be subject to overtime pay. Changes of shifts do not qualify an employee for overtime under this ARTICLE.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 Overtime refused by employees will for record purposes under ARTICLE 10.2 be considered as unpaid overtime worked.
- 10.4 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

- 10.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 10.6 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 10.7 On January 1 of each year, all overtime will be accumulated as compensatory time until the compensatory time leave bank reaches forty (40) hours. After the forty hours of compensatory time is accumulated, any overtime hours will be paid in accordance with 10.1. Use of compensatory time off shall be subject to the prior approval of the EMPLOYER. Once an employee uses compensatory time, he/she cannot accrue any more compensatory time during that calendar year.
- 10.8 Any compensatory time not used by December 1<sup>st</sup> of each year, will be cashed out and paid to the employee on the second pay period in December.
- 10.9 An employee may elect to cash out his/her compensatory time on the first pay period in July provided the employee has notified Human Resources by June 15.

#### **ARTICLE 11- SENIORITY**

- 11.1 Seniority rosters shall be maintained by the EMPLOYER on the basis of job classification seniority and EMPLOYER seniority as defined in ARTICLE 3- DEFINITIONS, Section 3.11.
- 11.2 The EMPLOYER will provide the UNION with an updated seniority roster no later than January 31<sup>st</sup> of each year which will include the job classification and EMPLOYER seniority for each employee.
- 11.3 Employees who separate from employment shall lose their seniority except when such separation is due to lay-off. An employee shall be considered separated from employment in case of: resignation, retirement, or discharge.
- 11.4 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.
- 11.5 Part-time employees included in the unit in accordance with ARTICLE 2 - RECOGNITION shall accrue seniority as defined in ARTICLE 3 - DEFINITIONS, Section 3.11 on a pro-rata basis. The basis for pro-rating seniority will be the normal 2,080 hour work year.

#### **ARTICLE 12 - LAY-OFF**

- 12.1 The EMPLOYER shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a lay-off. Employees shall be laid-off on the basis of job classification seniority only when the job-relevant qualification factors between employees are equal provided all Temporary or seasonal employees within that job classification are laid off first. In case job classification seniority between two employees is equal, EMPLOYER seniority shall prevail.

- 12.2 Employees laid-off by the EMPLOYER shall retain recall rights for a period of twelve (12) months from the date of lay-off. If an opening occurs in the job classification from which the employee was laid-off within the twelve (12) month recall period, the employee will be recalled to fill that position provided that at the time of recall the employee meets the qualifications and other conditions of employment as determined by the EMPLOYER. It shall be the employee's responsibility to keep the EMPLOYER informed of the employee's current address. The EMPLOYER shall notify employees on lay-off to return to work by certified mail. The employee must return to work within two (2) weeks of receipt of this notification to be eligible for re-employment. If the EMPLOYER does not receive confirmation of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.
- 12.3 No new or temporary employees shall be hired in a respective classification until all employees on layoff in that classification, desiring to return to work, has been recalled. Employees shall be recalled based on the EMPLOYER'S need.
- 12.4 An employee laid off in one job classification shall have the right to replace an employee in a job classification of equal or less pay within the bargaining unit in accordance with Section 11.5 provided that:
- a) The employee meets the qualifications and other conditions of employment of the job classification as determined by the EMPLOYER;
  - b) The employee's job performance is satisfactory as determined by the EMPLOYER;
  - c) The employee has job-relevant qualifications which are equal to those of the employee who would be replaced as determined by the EMPLOYER; and
  - d) The employee has greater EMPLOYER seniority than that of the employee who would be replaced.

#### **ARTICLE 13-JOB POSTING**

- 13.1 Job vacancies within the designated bargaining unit will be posted in a conspicuous place in the building in which the employees work for five (5) work days prior to the filling of such vacancies.
- 13.2 EMPLOYER seniority will be the determining criterion for transfers and promotions only when the job-relevant qualification factors between employees are equal as determined by the EMPLOYER.

#### **ARTICLE 14- PROBATIONARY PERIOD**

- 14.1 The probationary period for a newly hired or promoted full-time employee shall extend six (6) months from the date of hire or promotion. The probationary period for a newly hired or promoted part-time employee shall extend one thousand and forty (1040) hours from the date of hire or promotion.

- 14.2 A probationary full-time employee accrues vacation and sick leave beginning the date of hire. Earned sick leave may be used by a probationary full-time employee in accordance with ARTICLE 14. Earned vacation may not be used until completion of the probationary period.
- 14.3 During the probationary period a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be replaced in the position previously held at the discretion of the EMPLOYER.
- 14.4 An employee who has been promoted or transferred may elect to return to the employee's former position by providing written request to the employee's immediate supervisor within thirty (30) calendar days of the promotion or transfer.
- 14.5 A probationary employee who completes his/her probationary period shall be listed on the seniority roster as follows:
- 14.51 As of the date of hire into the employee's current job classification for job classification seniority; and
- 14.52 As of the original date of hire for EMPLOYER seniority.

#### **ARTICLE 15- SICK LEAVE**

- 15.1 Regular, full-time employees shall earn sick leave credited to the general sick leave account at the rate of eight (8) hours per month to a maximum of one thousand and forty (1040) hours.
- 15.2 Employees working any part of a pay period will receive the sick leave accrual amount for that pay period
- 15.3 Sick leave benefits shall only accrue when an employee is on compensated regular hours or, in accordance with state and federal laws, is on approved military leave.
- 15.4 Paid sick leave may be granted only if it has been earned. To be eligible for sick leave payment an employee must notify his/her department head or the department head's designee as soon as possible but not later than thirty (30) minutes following the starting time of the employee's scheduled shift. This notice may be waived if the employee can conclusively establish that he/she could not reasonably have been expected to comply with this requirement because of circumstances beyond the control of the employee. The employee must keep his/her department head informed of the approximate date of the employee's return to work.
- 15.5 An employee may utilize his/her earned sick leave on the basis of a request approved by the EMPLOYER for absences necessitated by the following:
- 1) inability to perform the duties of his/her position by reasons of illness or injury;
  - 2) exposure to contagious disease or legal quarantine;

- 3) illness in the employee's immediate family for such periods as his/her absence shall be necessary and in compliance with state and federal laws;
  - 4) medical or dental examinations or treatment of the employee or the employee's immediate family.
  - 5) Sick Leave Donation. As provided for in the City of Farmington Vacation/Compensatory/Sick Leave Donation policy.
- 15.6 The term "immediate family" as referred to in this Article shall include the employee's parents, siblings, spouse, children, grandchildren or grandparents of the employee or the employee's spouse.
- 15.7 Sick leave usage shall be subject to approval and verification by the EMPLOYER.
- 15.8 Employees who have accrued in excess of two hundred and fifty (250) hours of sick leave shall convert twenty-five percent (25%) of any new sick leave accruals into the Post Employment Health Care Savings Plan (HCSP). Employees must maintain a balance of at least two hundred and fifty hours of sick leave in their account. The accrual will be adjusted and contribution made to the HCSP every pay period where an employee has in excess of two hundred and fifty (250) sick hours accrued.

#### **ARTICLE 16-SEVERANCE PAY**

- 16.1 Regular, full-time employees who retire or resigns their employment in good standing with a minimum of fourteen (14) calendar days of advance written notice or with a waiver shall receive severance pay in accordance with the following schedule:
- Upon completion of five (5) years of continuous service 25% of the accrued sick leave in the employee's general sick leave account;
- Upon completion of ten (10) years of continuous service 50% of the accrued sick leave in the employee's general sick leave account.
- Payment of severance pay shall be to the employee's Health Care Savings Account in accordance with the rules and procedures of the Post-Retirement Health Care Savings Plan.
- 16.2 An employee who retires or resigns in good standing may make a reasonable request to be granted a waiver of the minimum fourteen (14) calendar day notice requirement. The EMPLOYER will make a reasonable attempt to honor the request; and will make a determination on a case-by-case basis. A determination to grant the waiver will not be construed to set a precedent for any other request(s) under this article and shall not be grievable.
- 16.3 An employee who is discharged or who resigns without giving advance notice of fourteen (14) calendar days or without a waiver shall not be eligible for severance pay.

- 16.4 In the event that the employee is deceased the severance pay benefit shall be paid to the employee's beneficiary.

## **ARTICLE 17- VACATION**

- 17.1 Regular, full-time employees shall earn paid vacation in accordance with the following schedule based on years of continuous service:

<u>Years of Continuous Service</u>	<u>Hours of Vacation</u>
1 through 4	80 hours (3.07 hours/pp)
5 through 10	120 hours (4.62 hours/pp)
After 10	128 hours (4.92 hours/pp)
After 11	136 hours (5.23 hours/pp)
After 12	144 hours (5.54 hours/pp)
After 13	152 hours (5.84 hours/pp)
After 14	160 hours (6.15 hours/pp)
After 17	172 hours (6.62 hours/pp)
After 21	184 hours (7.08 hours/pp)
After 25	200 hours (7.69 hours/pp)

- 17.2 Earned vacation shall be accrued on a pro-rated monthly basis.
- 17.3 Employees may take vacation only with the prior approval of the employee's Supervisor or Department Head. Scheduled vacations are subject to postponement in case of emergency. Alternates shall be called prior to contacting the primary operator if the primary operator is on scheduled leave. The Employer's responses to written requests for vacation/compensatory time off will be in a timely manner not to exceed 5 working days upon receipt of the Employee's original request.
- 17.4 Employees who are on unpaid leave of absence or who have been suspended without pay shall not earn vacation.
- 17.5 New hires on probationary status shall earn but shall not use vacation until the employee has completed the probationary period.
- 17.6 Employees who have completed the probationary period shall be compensated for vacation earned and not used at the time of resignation. Accrued, unused vacation shall be calculated to the nearest day worked and shall be paid at the employee's base pay rate which was in effect at the time of resignation.
- 17.7 The Maximum vacation that can be accrued is as follows:

<u>Years of Continuous Service</u>	<u>Hours of Vacation</u>
One through 9 years	160 hours
10 through 19 years	240 hours
20 or more years	320 hours

In the event that available vacation is not used by the end of the benefit year, employees may carry over up to a maximum amount established in the table above. Any hours above

this maximum will revert back to the city, unless approved in writing by the Human Resources Director. Vacation time accruals begin again in the next benefit year.

Effective January 2021, employees who have at least 100 hours of vacation hours, will have the ability to cash out up to 40 hours of their vacation accruals per year. Each employee must notify Human Resources with a completed form before May 15<sup>th</sup>. The payout will be on the first payroll in June each year. Additionally, this payout will be subject to all taxes.

17.8 Preference for vacation periods shall be made known to the EMPLOYER or the EMPLOYER-designated representative before November 15<sup>th</sup> of each calendar year for the following calendar year. In the case of conflict for a preferred vacation period(s), the senior employee will be given preference.

17.8 After November 15<sup>th</sup>, vacation scheduling will be on a "first come, first served" basis.

17.9 When a holiday occurs while an employee is using approved vacation leave, the employee will receive holiday pay in lieu of vacation for the day on which the holiday is observed.

17.10 Vacation Donation. As provided for in the City of Farmington Vacation/Compensatory/Sick Leave Donation policy.

#### **ARTICLE 18- HOLIDAYS**

18.1 Regular full-time employees and regular part-time employees, working not less than twenty (20) hours per week, shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last scheduled work day preceding the holiday and the first scheduled work day following the holiday. Regular part-time employees, working not less than twenty (20) hours per week, shall earn holiday pay on a pro-rata basis based on the number of hours worked in the payroll period.

Designated holidays shall be eight (8) hours each and are as follows:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
Floating Holiday	Employee's Choice

18.2 When a designated holiday falls on a Saturday, the preceding day (Friday) shall be officially observed as the holiday. When a designated holiday occurs on a Sunday, the following day (Monday) shall be officially observed as the holiday.

18.3 An employee who is expressly required by the EMPLOYER to work on a designated



holiday shall receive one and one-half (1 ½) times the employee's base pay rate for hours worked during the designated holiday provided that the employee has worked or been on paid leave during the employee's normal work week. The employee shall also receive holiday pay in accordance with Section 17.1. If the employee has taken unpaid leave of absence during the normal work week and then works a designated holiday during that work week, the employee shall receive one (1) times the employee's base rate for hours worked during the designated holiday.

- 18.4 To be eligible for the floating holiday an employee must have worked for a minimum of six (6) continuous months in a calendar year.
- 18.5 Floating holidays will be scheduled with prior approval of the Supervisor and must be taken before the last payroll in December begins. Additionally, employees may not carry the pager or work on their floating holiday.

#### **ARTICLE 19- INSURANCE**

- 19.1 The Employer's contribution shall cover the cost of single basic life, dental and the 2800/5600 HDHP single coverage at 100%. For Employee plus Child(ren), Employee plus Spouse or Family coverage, the contribution shall be the contribution for the previous year increased or decreased by an amount equal to sixty percent (60%) of the increase or decrease to the HDHP 2800/5600 with HSA coverage option. The employee will pay any excess of the monthly amount contributed by the employer through payroll deduction.

The city's contribution amount includes dollars allocated to either the HRA or HSA. Generally, the dollars allocated to the HRA or HSA is equal to half the deductible.

- 19.2 The EMPLOYER will provide long-term disability insurance. This provision is contingent upon the availability of such long-term disability insurance program by a reliable carrier.
- 19.3 Employer contribution dollars remaining after an employee has purchased health insurance, dental insurance, life insurance, and any short-term disability coverage shall be either paid out in taxable cash or contributed to the employee's deferred compensation account and/or Health Savings Account (HSA). If an employee has waived health insurance coverage, the value of the lowest single premium offered by the City, along with dental insurance, basic life insurance and any short-term disability coverage shall be used to calculate the remaining taxable cash or contribution to the employee's deferred compensation account and/or Health Saving Account (HSA).

#### **ARTICLE 20- PARENTAL LEAVE**

- 20.1 The EMPLOYER shall grant unpaid parental leave in accordance with applicable Minnesota statutes and federal laws.
- 20.2 An employee who is temporarily disabled due to pregnancy or childbirth may use earned sick leave in accordance with ARTICLE 14- SICK LEAVE in addition to any applicable Minnesota statutes and federal laws.

## **ARTICLE 21- JURY DUTY**

- 21.1 An employee who is required to serve as a juror or who is under subpoena as a witness in court for the EMPLOYER will be paid the difference between the employee's regular take-home pay and fees received as a juror or witness less any expenses allowed by law while serving in such capacity. An employee is required to notify the employee's Department Head prior to serving as a juror or as a witness.
- 21.2 An employee excused from jury duty prior to the end of the employee's duty day shall return to work.

## **ARTICLE 22- LEAVE FOR DEATH IN THE FAMILY**

- 22.1 The EMPLOYER will approve leave with pay in cases of death in the immediate family. For regular, full-time employees such leave shall be limited to a maximum of twenty-four (24) work hours within a calendar year.
- 22.2 The term "immediate family" as referred to in this Article shall include the employee's parents, siblings, spouse, children, grandchildren and grandparents of the employee or the employee's spouse.
- 22.3 The employee is required to provide advance notice of leave for death in the immediate family as soon as possible and must keep his/her Department Head informed of the approximate date of the employee's return to work.

## **ARTICLE 23- UNPAID LEAVES OF ABSENCE**

- 23.1 In order to be considered for an unpaid leave of absence an employee must have completed six (6) months of continuous service with the EMPLOYER.
- 23.2 An unpaid leave of absence may be granted by the City Administrator or his/her designee. A request for such leave shall be submitted in writing by the employee to the Department Head or his/her designee as soon as is practicable. An unpaid leave of absence may be granted by the City Administrator for a period not to exceed six (6) months in any calendar year. The EMPLOYER shall respond in writing to the employee's request as soon as is practicable.
- 23.3 Benefits shall not accrue during an unpaid leave of absence. An employee may continue participation in group insurance provided that the employee pays the full cost of the premiums. Upon returning to work following an unpaid leave of absence the employee will be paid at the same salary step held as at the time the leave began.
- 23.4 An employee shall be granted an unpaid leave of absence for conducting UNION business in accordance with applicable state law and consistent with the provisions of this Article.

## **ARTICLE 24- MILITARY LEAVE OF ABSENCE**

- 24.1 Military leaves of absence will be administered in accordance with applicable laws.

## **ARTICLE 25- CALL BACK AND STANDBY**

- 25.1 An employee called in for work at a time other than the employee's scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1 ½) times the employee's base rate of pay.
- 25.2 An employee on call back is considered to be on duty for the full two hours. Additional call backs received within the same two-hour call back period do not qualify for additional call back pay.
- 25.3 An employee assigned by the EMPLOYER to be on standby with a pager, shall be compensated as follows:
- Monday through Thursday: one (1) hour of straight time per day paid at the top pay rate for the position subject to standby (pager) pay.  
Friday through Sunday and Holidays: two hours of straight time per day paid at the top pay rate for the position subject to standby (pager) pay.
- In case of switching of standby duty by employees, the EMPLOYER'S obligation is limited to compensation for standby based on time sheet records.
- 25.4 Carrying of a pager is required as determined by the EMPLOYER. A six (6) month schedule will be posted in advance for a period of thirty (30) calendar days giving employees the opportunity to voluntarily sign up for particular weeks. For any time not signed up for the EMPLOYER shall retain the full authority to assign employees as equally as practicable. This schedule will then be re-posted giving all employees advance notification. Each employee assigned to carry a pager must sign up for one (1) week in a rotation period. The length of a rotation period will depend on the number of employees assigned to carry a pager as determined by the EMPLOYER.

## **ARTICLE 26- PART-TIME/TEMPORARY EMPLOYEES**

- 26.1 A part-time employee who is regularly scheduled to work a minimum of twenty-four (24) hours per week or more shall receive the following benefits: sick leave, severance pay, vacation, holidays and funeral leave. A part-time employee who is regularly scheduled to work a minimum of twenty (20) hours per week or more shall receive the following benefits: holidays. The employee shall only receive the benefits outlined in this article, which shall be pro-rated in the ratio of actual hours worked.
- 26.2 Temporary employees employed for no more than 960 hours per calendar year either in a full-time or part-time capacity will be paid at an hourly rate as determined by the EMPLOYER for the term of their employment. Such employees will not be eligible for any rights or benefits under this AGREEMENT including ARTICLE 7- EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.
- 26.3 Part-time employees will be placed in the same salary grade as full-time employees having the same job classification and will progress through the salary range based on actual hours worked (2,080 hours = 1 year of service).

## **ARTICLE 27 - TRAINING**

Training required and authorized by the EMPLOYER shall be paid for by the EMPLOYER.

## **ARTICLE 28- UNIFORMS**

28.1 Employees will be required to wear uniforms if provided by the EMPLOYER.

28.2 For job classifications for which safety boots are required by OSHA regulations, the EMPLOYER will provide an allowance of up to two hundred dollars (\$200.00) for employees to purchase safety boots relevant to job needs. Employees included in this allowance includes Custodians. Safety boots must meet the standards required by OSHA regulations. Employees must be able provide information verifying the boots meet safety requirements.

## **ARTICLE 29- WORKING OUT OF CLASSIFICATION**

Employees assigned by the EMPLOYER to assume the full responsibilities and authority of a higher job classification for forty (40) consecutive working hours or more shall be paid at an amount equal to the minimum step of the higher pay grade or at one step above the employee's current rate of pay, whichever is greater. Holiday pay will be included as working hours when determining eligibility for out of classification pay.

For the purposes of snow removal, an employee who has the required license and is required by the EMPLOYER to operate one of the following pieces of heavy equipment to plow a route normally performed by an employee in a higher job classification, shall be paid at an amount equal to the minimum of the higher pay grade or at one step above the employee's current rate of pay, whichever is greater.

1. Plow truck with or without the wing attachment.
2. Motor Grader
3. Front End Loader
4. Skid Loader with the plow attachment

## **ARTICLE 30- WAGES**

A. Implement the attached Salary Schedule (Developed by Fox Lawson based on the results of the wage study they conducted in 2013).

The implementation includes:

- Employees move through steps on their anniversary date upon a satisfactory performance evaluation.

For 2022: Cost of Living Adjustment of 2.75% effective January 1, 2022  
For 2023: Cost of Living Adjustment of 2.75% effective January 1, 2023  
For 2024: Cost of Living Adjustment of 2.75% effective January 1, 2024

Employees will contribute to the Post-Retirement Health Care Savings Plan with the HCSP schedule, found in the Appendix A of this AGREEMENT of their gross salary.

- B. The wage schedule, found in Appendix B of this AGREEMENT, shall not constrain the EMPLOYER from hiring an employee at any step in the schedule.
- C. Progression through the step schedule (Appendix A) on the employee's anniversary date shall require satisfactory performance as determined by the EMPLOYER. The employee is responsible for completing performance evaluation paperwork and submitting it to the Supervisor by their anniversary date. If the employee is responsible for delaying the performance evaluation process and hands in paperwork after the anniversary date, any increase would retroactive to that later date and not the anniversary date.

### **ARTICLE 31- SAVINGS CLAUSE**

This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of Farmington. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislative or administrative regulations, such provisions shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be re-negotiated at the written request of either party.

### **ARTICLE 32- WAIVER**



- 31.1 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.
- 31.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

### **ARTICLE 33- DURATION**

This AGREEMENT shall be effective as of January 1, 2022, and shall remain in full force and effect until December 31, 2024.

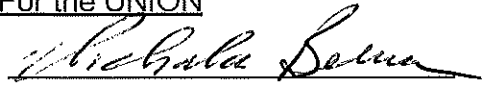

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this  
31st day of December, 2021.

For the EMPLOYER

Field Representative  
AFSCME Council 5

For the UNION

## APPENDIX A - HCSP CONTRIBUTIONS

All employees of this bargaining group shall contribute to the Post-Retirement Health Savings Plan (HCSP) with the following contribution scale, garnered by the Minnesota State Retirement System (MSRS). This contribution scale is based on an employees' years of seniority with the City of Farmington.

<b>Years</b>	0-4 years	5-9 years	10-14 years	15-19 years	20 or more years
<b>Contrib.</b>	1%	2%	3%	4%	5%

## **APPENDIX 8 - WAGE RANGES**

Wage ranges will be attached to the contract.



[illegible]

	Position by DBM Rating	Step 1 Minimum	Step 2	Step 3	Step 4	Step 5	Step 6 Midpoint	Step 7	Step 8	Step 9	Step 10	Step 11
A13	Custodian	\$46,904	\$48,027	\$50,003	\$50,274	\$51,376	\$52,520	\$53,602	\$54,725	\$55,848	\$57,200	\$58,552
	Hourly Rate	\$22.55	\$23.09	\$23.64	\$24.17	\$24.70	\$25.25	\$25.77	\$26.31	\$26.85	\$27.50	\$28.15
B22	Facilities/Park Maintenance Worker	\$55,827	\$57,158	\$58,469	\$59,800	\$61,152	\$62,442	\$63,794	\$65,125	\$66,435	\$68,058	\$69,680
	Hourly Rate	\$26.84	\$27.48	\$28.11	\$28.75	\$29.40	\$30.02	\$30.67	\$31.31	\$31.94	\$32.72	\$33.50
B23	Park Maintenance Worker	\$60,258	\$61,693	\$63,128	\$64,563	\$66,019	\$67,434	\$68,869	\$70,304	\$71,739	\$73,466	\$75,234
	Hourly Rate	\$28.97	\$29.66	\$30.35	\$31.04	\$31.74	\$32.42	\$33.11	\$33.80	\$34.49	\$35.32	\$36.17
B24/B31	Solid Waste/Maintenance Worker	\$65,832	\$67,392	\$68,973	\$70,533	\$72,093	\$73,674	\$75,234	\$76,814	\$78,374	\$80,267	\$82,181
	Mechanic	\$31.65	\$32.40	\$33.16	\$33.91	\$34.66	\$35.42	\$36.17	\$36.93	\$37.68	\$38.59	\$39.51

[illegible]