

LABOR AGREEMENT BETWEEN
THE CITY OF ROSEMOUNT
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL NO. 3857

January 1, 2022 – December 31, 2023

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**LABOR AGREEMENT BETWEEN
THE CITY OF ROSEMOUNT
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL NO. 3857**

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Rosemount, hereinafter called the EMPLOYER, and Local No. 3857, American Federation of State, County and Municipal Employees, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

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

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 93-PCE-502.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of the new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - UNION SECURITY

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

- 3.1 Deduct 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
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 3.5 Upon notification by the UNION, the EMPLOYER shall check off said fee from the earnings of the employee and transmit the same to the UNION.
- 3.6 The EMPLOYER shall furnish the UNION a list of new employees hired in bargaining unit positions.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 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 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.

- 4.2 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 5 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 5.1 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.
- 5.2 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.
- 5.3 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 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.

- 5.4 PROCEDURE: Grievances, as defined by Section 5.1, 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, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2 If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2

representative. The EMPLOYER-designated representative shall give the UNION the 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 2 and appealed in Step 3 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the rules established by the State Bureau of Mediation Services.

5.5 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 the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision 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.

5.6 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 agreement of the EMPLOYER and the UNION.

ARTICLE 6 - DEFINITIONS

- 6.1 UNION: The American Federation of State, County and Municipal Employees.
- 6.2 EMPLOYER: The City of Rosemount.
- 6.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees.
- 6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 6.5 SENIORITY:
 - (a) EMPLOYER SENIORITY: Length of continuous, regular and probationary service with the EMPLOYER in any job classification covered by ARTICLE 2 - RECOGNITION.

(b) JOB CLASSIFICATION SENIORITY: Length of continuous, regular and probationary service in any job classification covered by ARTICLE 2 - RECOGNITION.

6.6 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period or eight (8) hours in a day (24 hours) by non-exempt employees, unless the employee works a different schedule mutually agreed upon between the employer and the employee, wherein the employee will be compensated for work performed over forty (40) hours within a seven day period.

6.7 CALL BACK: Return of a non-exempt employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned work shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE 7 - SAVINGS CLAUSE

This AGREEMENT is subject to law. 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 parties will attempt to negotiate the voided provision at the request of either party.

ARTICLE 8 - WORK SCHEDULES

8.1 The sole authority for work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours, 8:00 a.m. to 4:30 p.m.

The normal work week shall be forty (40) hours Monday through Friday.

- 8.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the employee's normal work day. The EMPLOYER will give fourteen (14) days advance notice to the employees affected by the establishment of work days different from the employee's normal work day.
- 8.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than the work day. Employees have an obligation to work overtime or call backs if requested.
- 8.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 8.5 Employees may, by mutual agreement with their employer, work schedules other than the normal workday and workweek. Employees who mutually agree to a schedule that includes a workday longer than eight hours shall not receive overtime pay; however, hours worked in excess of forty (40) hours in a week will continue to be compensated at one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 9 - OVERTIME PAY

- 9.1 Hours worked in excess of forty (40) hours within a seven (7) day period or eight (8) hours in a day (24 hours) by non-exempt employees will be

compensated for at one and one-half (1½) times the employee's regular rate of pay.

9.2 Overtime will be distributed as equally as practicable.

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

9.4 If the employee works a different schedule due to a mutual agreement between the employer and the employee, the employee will be compensated for work performed over forty (40) hours within a seven (7) day period.

ARTICLE 10 - CALL BACK

A non-exempt employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 11 - RIGHT TO SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.

Employees who will be laid off due to such subcontracting will receive two (2) weeks advance notice.

ARTICLE 12 - DISCIPLINE

12.1 The EMPLOYER will discipline employees only for just cause. Discipline will be in one or more of the following forms:

a) oral reprimand,

- b) written reprimand,
 - c) suspension,
 - d) demotion, or
 - e) discharge.
- 12.2 Notices or suspension, demotion, and discharge will be in written form and state the reasons for the action taken.
- 12.3 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 will receive a copy of such reprimands and/or notices.
- 12.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 12.5 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.
- 12.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure.

ARTICLE 13 - SENIORITY

- 13.1 Job classification seniority will be the determining criterion for transfers, promotions and layoffs only when the job-relevant qualification factors between employees are equal.
- 13.2 Job classification seniority will be the determining criterion for recall when the job-relevant qualification factors between employees are equal. Recall

rights under this provision will continue for twenty-four (24) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 14 - PROBATIONARY PERIODS

- 14.1 All newly hired or re-hired employees will serve a six (6) month probationary period.
- 14.2 All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.
- 14.3 At any time during the probationary period, a newly hired or re-hired employee may be terminated at the sole discretion of the EMPLOYER.
- 14.4 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.
- 14.5 Probationary Period - New Classification - All employees promoted or transferred will serve six (6) month's probationary period in any job classification in which the employee has not served a probationary period. At any time during the probationary period a promoted or reassigned employee may return to their former department upon request with the approval of the departments affected.

ARTICLE 15 - SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a

safe manner. The EMPLOYER will provide all EMPLOYER required safety equipment.

ARTICLE 16 - JOB POSTING

Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 17 - NON-DISCRIMINATION

Neither the UNION nor the EMPLOYER shall discriminate against any employee on any basis prohibited by law.

ARTICLE 18 - UNION NOTICES

The EMPLOYER agrees to provide space on bulletin boards for the posting of official UNION notices.

ARTICLE 19 - WORK OUT-OF-CLASS

Any employee working an out-of-class assignment for five (5) consecutive days or more shall be paid at the starting rate of the higher job classification, but in no case shall the employee receive less than \$1.00 per hour additional. For the purpose of this Article, an out-of-class assignment is defined as an assignment of an employee to perform the significant duties of and responsibilities of a position different from the employee's regular position and which is in a higher classification. Also for purposes of this Article, employee will be paid at the higher rate only for the hours worked performing the duties of the out-of-class position.

ARTICLE 20 - REQUIRED TRAINING

Training required by the EMPLOYER shall be provided/paid for by the EMPLOYER.

ARTICLE 21 - VACATION

21.1 All full-time employees will earn vacation based on the following schedule:

During the 1st yr. of employment	0.8 day/mo.	(6.67 hrs/mo.)
During the 2nd thru 3rd yr. of employment	1 day/mo.	(8 hrs/mo.)
During the 4th thru 10th yr. of employment	1 1/2 days/mo.	(12 hrs/mo.)
During the 11th thru 15th yr. of employment	1 3/4 days/mo.	(14 hrs/mo.)
During the 16th yr. of employment and above	2 days/mo.	(16 hrs/mo.)

21.2 All full-time employees may accumulate vacation to the maximum prescribed in the following schedule:

Zero (0) through ten (10) years of service	(240 hours)
Eleven (11) years of service and above	(280 hours)

21.3 Combined accumulation of compensatory time and vacation will not be allowed to be greater than vacation maximum plus (+) forty (40) hours.

Compensatory Time: Non-exempt compensatory time may be accumulated in lieu of pay for overtime worked at the rate of one and one-half (1½) times to a maximum of eighty (80) hours. Compensatory time can be taken with permission of the employee's immediate supervisor.

21.4 Payment in lieu of vacation accrual beyond the amounts listed will not be considered.

21.5 Vacation requests are to be submitted on or before January 15th of the year the vacation is to be taken.

21.6 Vacation schedule approval will be granted in order of job classification seniority. After January 15th, additional vacation requests will be granted

on a first come, first served basis.

ARTICLE 22 - HOLIDAYS

22.1 Holidays are defined as:

- | | |
|---|--|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King Day | 3rd Monday in January |
| 3. Presidents' Day | 3rd Monday in February |
| 4. Memorial Day | Last Monday in May |
| 5. Independence Day | July 4th |
| 6. Labor Day | 1st Monday in September |
| 7. Veterans' Day | November 11 |
| 8. Thanksgiving Day | 4th Thursday in November |
| 9. Day after Thanksgiving | 4th Friday in November |
| 10. Christmas Eve Day. | When December 24th falls on a Friday, Thursday shall be the designated holiday. When it falls on a Saturday, Friday shall be the designated holiday. When it falls on a Sunday, Tuesday shall be the designated holiday. |
| 11. Christmas Day | December 25 |
| 12. Eight (8) Hours of Floating Holiday | |

22.2 Non-exempt employees shall be eligible for holiday pay provided they are on paid status on the scheduled work day before and the scheduled work day after the holiday. Employees shall be paid time and one half (1½) for hours worked plus eight (8) hours of holiday pay.

22.3 For those areas which are only open Monday through Friday when New

Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on a Saturday, the preceding day shall be a holiday.

- 22.4 Floating holiday approval will be granted in order of job classification seniority. After January 15, requests will be granted on first come, first served basis.

ARTICLE 23 - SICK LEAVE

- 23.1 Full-time employees shall earn eight (8) hours of sick leave for each full month of employment, pro-rated to the nearest hour for partial month's service.
- 23.2 There will be no maximum accumulation of sick leave for employees hired prior to January 1, 2016. Employees hired after this date will have a maximum sick leave cap of 800 hours.
- 23.3 Accumulated sick leave may be used for absence from work necessitated by illness, injury, pregnancy and pregnancy related disability, or medical or dental care which cannot be scheduled other than during working hours subject to the approval of the supervisor or the department head. When the use of accumulated sick leave is approved, for compensation purposes, employees will be considered to have worked their normal work day.
- 23.3.1 Accumulated sick leave may also be used to make such arrangements as are reasonably necessary because of serious

illness or injury in the immediate family of the employee, or as required by law. Said use, however shall not exceed forty (40) hours except as required by law. Use of more than twenty-four (24) hours of sick leave up to forty (40) hours for this purpose must be requested in increments of eight (8) hours.

23.3.2 Immediate family is defined as the employee's spouse, minor children and parents. The forty (40) hours leave permitted under this Section is a maximum limitation and supervisors should be alert to the fact that arrangements for providing nursing care should ordinarily take much less time than forty (40) hours.

23.4 Notification. Employees unable to report for their work day because of illness or injury shall notify their supervisory or designee prior to their scheduled starting time, except in the event of an emergency which prevents an employee from notifying their supervisor.

23.5 Upon request of a full-time employee who is absent from work as a result of a compensable injury covered under the provisions of the Worker's Compensation Act, The EMPLOYER will pay the difference between the benefit received by the employee pursuant to the Worker's Compensation Act and the employee's normal daily wages to the extent of the employee's earned sick leave.

23.5.1 Such payment shall be made by the EMPLOYER to the employee only for the period of disability or until the employee's earned sick leave is exhausted.

23.5.2 The deduction from an employee's earned sick leave shall be a pro-rated amount based on the Worker's Compensation benefit and the employee's normal daily wages.

23.6 By January 1st and July 1st of each year, full-time employees may elect to sell accumulated sick leave in excess of 480 hours to the EMPLOYER. This buyout provision will be computed by multiplying the number of hours being sold by a conversion rate based upon the employee's number of years of service. This conversion rate (or percentage) will be determined as follows:

1 thru 5 years of service:	15% X rate X hours
6 thru 10 years of service:	30% X rate X hours
11 thru 15 years of service:	45% X rate X hours
16 years of service & above:	60% X rate X hours

23.7 Employees may donate their accrued sick leave to another employee in the event of another employee's serious illness.

23.8 In the event of the death of employee, the estate shall be entitled to one hundred percent (100%) of the employee's accumulated sick leave at the rate last paid to the employee.

ARTICLE 24 - INSURANCE

24.1 Group Health Insurance

Full-time employees shall be eligible for health insurance based on the following:

Employees without Dependents: The EMPLOYER will pay 100% of the

single premium cost of a plan selected by the EMPLOYER.

Employees with Dependents: The EMPLOYER will pay seventy-five percent (75%) of the family insurance premium. Employees not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance than the individual employee health coverage.

VEBA/HSA Contribution. The Employer shall contribute \$635.00 into the employee's VEBA/HSA account in January of each year of the contract. Employees hired after January 31 will receive a prorated amount. This contribution shall cease at the time that the City no longer participates in the VEBA #830 Plan or HSA plan.

24.2 Group Dental Insurance

Full-time employees shall be eligible for dental insurance based on the following: The EMPLOYER will pay 100% of the cost of dental insurance coverage for the employee. Employees may elect to cover their dependents at their own expense.

24.3 Group Life Insurance

The Employer shall pay 100% of the cost of employee life insurance coverage in the amount of \$15,000.00 within a Plan selected by the Employer. The Employer shall pay the first nine (\$9.00) dollars for an employee's participation in the PERA Group Term Life and AD&D Insurance Program.

ARTICLE 25 - SEVERANCE PAY

25.1 Full-time employees voluntarily terminating their employment in good

standing with two (2) weeks advance notice will receive payment at the employee's rate of pay at the time of the employee's termination based on the following:

Vacation:	Employee to receive accrued amount
Sick Leave:	1 thru 5 yrs of service, 15% of acc. sick leave
	6 thru 10 yrs of service, 30% of acc. sick leave
	11 thru 15 yrs of service, 45% of acc. sick leave
	16 yrs of service & above, 60% of acc. sick leave

25.2 In addition to severance pay, full-time employees retiring from the City under the provisions of the State pension legislation will receive lump sum compensation equal to:

5 thru 9 yrs of service, two (2) weeks pay
10 yrs of service and above, four (4) weeks pay

ARTICLE 26 - EDUCATION REIMBURSEMENT

The EMPLOYER will reimburse 100% of the tuition and book costs for employees who successfully complete job-relevant classes previously approved by the EMPLOYER to a maximum of \$1,250.00 per year. The EMPLOYER will pay 50% of the tuition and book costs above the \$1,250.00 per year maximum for job-relevant classes approved by the EMPLOYER and successfully completed by the employee. Reimbursement will be based on the conditions and criteria set out in the EMPLOYER Tuition Reimbursement Program.

ARTICLE 27 - FUNERAL LEAVE

27.1 A maximum of three (3) days leave with pay may be granted upon request

in the event of a death in the employee's immediate family consisting of spouse, mother, father, brother, sister, children/stepchildren, grandchildren, grandparent and employee's mother-in-law and father-in-law. Up to two additional days of leave may be granted, with approval by the EMPLOYER, in the death of the employee's spouse, children/stepchildren, or parent.

27.2 A one day leave with pay will be granted upon request in the event of the death of other relatives.

ARTICLE 28 - WAIVER

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. 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 terms 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. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms 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 29 - PART-TIME EMPLOYEE BENEFITS

29.1 Employees regularly scheduled, on a continual yearly basis, thirty hours per week or more, but less than forty, will receive the same Vacation (Article 21), Holiday (Article 22), Sick (Article 23), Severance (Article 25) and Funeral Leave (Article 27) benefits as full-time employees, exception as specifically defined below. All terms of use defined in the five articles listed above shall apply equally to both full-time and part-time employees even if the term specifically references full-time employees.

29.2 Part-time employees shall earn seventy-five (75) percent of the Vacation, Holiday, and Sick hours earned by full-time employees.

29.3 Provided the employee is normally scheduled to work the day of the holiday, employees regularly scheduled on a continual yearly basis thirty hours per week or more, but less than forty, will receive an accrual rate of 75% of full-time accrual rates for holiday pay.

29.4 When a formula is used to determine the amount of either sick leave buy-back or severance paid, the formula shall apply equally to both full-time and part-time employees.

29.5 All part-time employees may accumulate vacation accrual based on years of service to a maximum prescribed in the following schedule:

Zero (0) through ten (10) years of service: (180 Hours)

Eleven (11) years of service and above: (210 Hours)

ARTICLE 30 - CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and

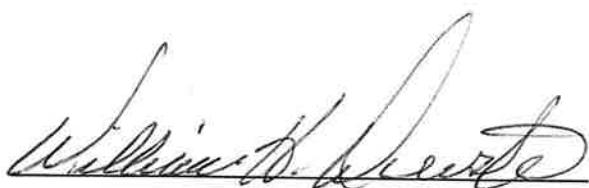
Minnesota State Constitution.

ARTICLE 31 - DURATION

This AGREEMENT shall be in full force and effect from January 1, 2022 to December 31, 2023 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, by June 1, prior to the anniversary date that it desires to modify or terminate this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this day of Dec. 29, 2021.

FOR THE CITY OF ROSEMOUNT:

A handwritten signature in blue ink, appearing to read "William H. Droste", written over a horizontal line.

William H. Droste, Mayor

A handwritten signature in blue ink, appearing to read "Logan Martin", written over a horizontal line.

Logan Martin, City Administrator

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES:

A handwritten signature in blue ink, appearing to read "Jolene Catudio", written over a horizontal line.

Jolene Catudio, Business Agent

A handwritten signature in blue ink, appearing to read "Anthony Nemcek", written over a horizontal line.

Anthony Nemcek, Union President

WAGE APPENDIX

Title	Grade
Building Attendant	1
Customer Service Representative	5
Building Maintenance Worker	7
Building Inspection Specialist	9
Payroll Specialist	9
Accounts Payable Specialist	9
Utility Billing/AP Specialist	9
Parks & Recreation Specialist	9
Rental Coordinator	9
Police Records Specialist	9
Deputy City Clerk/Office Specialist	10
Recreation Coordinator	12
GIS/Asset Management Tech	13
IT Specialist	13
Building Inspector	14
Planner	14
Sr Engineering Technician	14
Storm Water Specialist	14
Accountant	14
GIS Coordinator	16
Senior Planner	16
Economic Development Coordinator	16

2022

Grade	Step							
	1	2	3	4	5	6	7	8
1	16.41	16.94	17.49	18.06	18.65	19.26	19.88	20.53
2	17.39	17.96	18.54	19.14	19.77	20.41	21.08	21.76
3	18.44	19.03	19.65	20.29	20.96	21.64	22.34	23.07
4	19.54	20.18	20.83	21.51	22.21	22.94	23.68	24.45
5	20.71	21.39	22.08	22.80	23.55	24.31	25.10	25.92
6	21.96	22.67	23.41	24.17	24.96	25.77	26.61	27.47
7	23.27	24.03	24.81	25.62	26.46	27.32	28.21	29.12
8	24.67	25.47	26.30	27.16	28.05	28.96	29.90	30.87
9	26.15	27.00	27.88	28.78	29.73	30.69	31.69	32.72
10	27.72	28.62	29.55	30.51	31.51	32.54	33.59	34.68
11	29.38	30.34	31.32	32.34	33.40	34.49	35.61	36.77
12	31.15	32.16	33.20	34.28	35.41	36.56	37.75	38.97
13	33.02	34.09	35.20	36.34	37.53	38.75	40.01	41.31
14	35.00	36.13	37.31	38.52	39.78	41.08	42.41	43.79
15	37.10	38.30	39.55	40.83	42.17	43.54	44.96	46.42
16	39.32	40.60	41.92	43.28	44.70	46.15	47.65	49.20

2023

Grade	Step							
	1	2	3	4	5	6	7	8
1	16.82	17.36	17.93	18.51	19.12	19.74	20.38	21.04
2	17.83	18.41	19.00	19.62	20.26	20.92	21.60	22.31
3	18.90	19.51	20.14	20.80	21.48	22.18	22.90	23.64
4	20.03	20.68	21.35	22.05	22.77	23.51	24.27	25.06
5	21.23	21.92	22.63	23.37	24.14	24.92	25.73	26.57
6	22.51	23.24	23.99	24.77	25.58	26.42	27.27	28.16
7	23.86	24.63	25.43	26.26	27.12	28.00	28.91	29.85
8	25.29	26.11	26.96	27.83	28.75	29.68	30.65	31.64
9	26.80	27.68	28.58	29.50	30.47	31.46	32.48	33.54
10	28.41	29.34	30.29	31.27	32.30	33.35	34.43	35.55
11	30.12	31.10	32.11	33.15	34.24	35.35	36.50	37.69
12	31.93	32.96	34.03	35.14	36.29	37.47	38.69	39.95
13	33.84	34.94	36.08	37.25	38.47	39.72	41.01	42.34
14	35.87	37.04	38.24	39.48	40.78	42.10	43.47	44.88
15	38.02	39.26	40.54	41.85	43.22	44.63	46.08	47.58
16	40.30	41.61	42.97	44.36	45.82	47.31	48.84	50.43

Movement through steps on Employee's Anniversary Date is contingent on satisfactory employee performance. Employees adjudged to be unsatisfactory in performance will be retained at their existing pay rate regardless of any change in the rate for their step until their performance is adjudged to be satisfactory. EMPLOYER judgments on individual employee performance are grievable but not arbitrable. Employees may be moved more rapidly through the steps at the discretion of the Employer.

Employees whose performance was adjudged to be unsatisfactory shall have the right to ask for a review six months after their evaluation.

Longevity pay of:

- 1% of base pay after five (5) years of continuous employment
- 2% of base pay after eight (8) years of continuous employment
- 3% of base pay after twelve (12) years of continuous employment
- 4% of base pay after sixteen (16) years of continuous employment