

LABOR AGREEMENT

BETWEEN

CITY OF INVER GROVE HEIGHTS

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES, LOCAL 1065, COUNCIL NO. 5, AFL-CIO

JANUARY 1, 2021 THROUGH DECEMBER 31, 2022

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## **ARTICLE 1. PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Inver Grove Heights, hereinafter called the EMPLOYER, and the American Federation of State, County and Municipal Employees, Council No. 5, 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 the AGREEMENT.

## **ARTICLE 2. RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative of an appropriate bargaining unit consisting of all clerical, technical and professional employees of the City of Inver Grove Heights, Inver Grove Heights, Minnesota, who are public employees within the meaning of M.S. 179A.03, Subd. 14, excluding supervisory, confidential, and maintenance employees."
- 2.2 Only individuals occupying positions referenced in 2.1 and designated as "full-time" or "part-time" by the EMPLOYER in the Classification Plan shall be covered by the provisions of this agreement in its entirety. Temporary/Seasonal positions defined by MN Statute 179A.03 Subd. 14(a)(5) are not part of this bargaining unit.
- 2.3 Job Postings: City job postings will be sent electronically to all employees that are a part of the City's e-mail contacts list.

## **ARTICLE 3. DEFINITIONS**

- 3.1 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowance.
- 3.2 EMPLOYEE: A person who has completed the orientation period with the EMPLOYER and has been granted regular employment status and/or is a member of the exclusive recognized bargaining unit.
- 3.3 EMPLOYEE SENIORITY: Employee seniority is defined as the length of employment with the employer. Job classification seniority is the length of service in a job classification or related classification covered by this agreement. Seniority shall be forfeited when an employee separates from City employment.
- 3.4 EMPLOYER: The City of Inver Grove Heights, or its designee.
- 3.5 FULL-TIME EMPLOYEE: an employee who has completed the orientation period, works a 40-hour week, and is hired for a non-specific duration by the EMPLOYER.
- 3.6 JOB CLASSIFICATION SENIORITY: Length of service in a job classification covered by this AGREEMENT.
- 3.7 MEAL BREAK: Employees will be provided one (1) unpaid meal break during each eight (8) hour or longer shift.

- 3.8 RECLASSIFICATION: A reassignment or change in classification of an individual position by raising it to a higher class, reducing it to a lower class, or moving it to another class at the same level on the basis of a significant change in responsibility of the work performed in such a position.
- 3.9 REST BREAKS: Employees will be provided a fifteen (15) minute paid rest break for each four (4) hours of work.
- 3.10 UNION: American Federation of State, County and Municipal Employees, Council No. 5.
- 3.11 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council No. 5.
- 3.12 NON-BENEFITED PART-TIME WORKER: A non-benefited part-time worker is a person employed to work year-round, less than 1,040 hours per calendar year, and more than 67 workdays and fourteen (14) hours per week. Non-benefited part-time workers do not include employees exempted from the 67-day requirement due to their student status by MS 179A.03 Subd. 14(a)(6). Non-benefited part-time workers shall not be eligible for personal leave, vacation leave, funeral leave, holiday pay or health insurance benefits.
- 3.13 BENEFITED PART-TIME WORKER: A benefited part-time worker is a person employed to work year-round at least 20 hours per week, but less than 40 hours per week, and who works on a regular schedule whose position is continuing on a regular basis. Benefited part-time workers are eligible for personal leave, vacation leave, funeral leave, holiday pay and health insurance benefits.

#### **ARTICLE 4. UNION SECURITY**

- 4.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 4.2 The UNION may designate certain employees from the bargaining unit to act as stewards and shall notify the EMPLOYER, in writing, when elected officials are chosen.
- 4.3 The EMPLOYER shall notify the UNION and the UNION President of the names, addresses, division, job classifications and rates of pay of all new employees covered by this AGREEMENT on a quarterly basis and as employees are newly hired, promoted or reclassified. EMPLOYER shall notify UNION when there is a new hire employee orientation, so that if possible, the UNION representative would be able to meet with the new employee at the time of orientation.
- 4.4 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements.
- 4.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, order, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 4.6 The EMPLOYER acknowledges the right of the UNION employees to convene for the purpose of conducting union meetings during the UNION employee's rest breaks, meal break, and before or after working hours; work schedules permitting.

#### **ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1 Except as explicitly limited by a specific provision of this Agreement, the EMPLOYER shall have the exclusive right to take action it deems appropriate in the management of the City and the direction of the work force in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the EMPLOYER has not expressly modified or restricted by specific provision of this Agreement are retained and vested exclusively with the EMPLOYER. The EMPLOYER shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure



and selection and direction and number of personnel. In addition, the EMPLOYER specifically reserves the exclusive right in accordance with its judgment to hire, promote, transfer, and assign Employees to work; determine the starting and quitting time and the number of hours and days to be worked; maintain the efficiency of Employees; close down buildings or any part thereof or expand, reduce, alter, combine, transfer or cease any job, department, operation or service; subcontract any work done by the Employees; control and regulate the use of equipment and other property of the EMPLOYER; determine the number, location and operation of buildings, and divisions and departments thereof; the assignment of work and the size and composition of the work force; make or change rules and policies; introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City; and direct the Employees except as expressly modified or restricted by specific provision of this Agreement. The EMPLOYER'S non-exercise of any function hereby reserved to it or its exercising any such function in a particular way shall not be deemed a waiver of its right to exercise such function or to preclude the EMPLOYER from exercising the same in some other way not in conflict with the express provisions of this Agreement. The UNION agrees that it shall not establish or attempt to enforce upon the EMPLOYER, or any Employee, any rule or regulation which would interfere with the recognized right of management to carry out the foregoing provisions.

- 5.2 Effect of Laws, Rules and Regulations. The UNION recognizes that all Employees covered by this Agreement shall perform the services prescribed by the EMPLOYER and shall be governed by the laws of the State of Minnesota, and the EMPLOYER rules, regulations, directives and orders, issued by properly designated officials. The UNION also recognizes the right, obligation and duty of the EMPLOYER and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the EMPLOYER insofar as such rules, regulations directives and orders do not conflict with the express terms of this Agreement.
- 5.3 Reservation of Management Rights. The enumeration of the rights and duties of the EMPLOYER in this agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the EMPLOYER.

#### **ARTICLE 6. GRIEVANCE PROCEDURE**

- 6.1 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.
- 6.2 UNION Representatives. The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated, as provided by ARTICLE IV of this AGREEMENT.
- 6.3 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 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.
- 6.4 Procedure. Grievances, as defined in Article 6, shall be resolved in conformance with the following procedure:

Step 1. An Employee or the UNION claiming a violation concerning the interpretation or application of the AGREEMENT shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the EMPLOYER with UNION representation. The EMPLOYER designated representative will discuss and give an

answer to such Step 1 grievance within seven (7) business days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provisions of the AGREEMENT allegedly violated, the remedy requested and shall be appealed to Step 2 within seven (7) business 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 seven (7) business days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYERS Step 2 answer in writing within seven (7) business days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within seven (7) business days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within seven (7) business days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances," as established by the Public Employment Relations Board.

- 6.5 All grievances shall be presented in writing and contain the following elements:
  - 6.5.1 Name of the aggrieved Employee.
  - 6.5.2 Reference to the specific portion of the Agreement at issue in the grievance.
  - 6.5.3 The nature of the grievance.
  - 6.5.4 Requested action of the EMPLOYER to resolve the grievance.
- 6.6 Waiver. If a grievance is not presented within the time limit set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limit, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION in each step.
- 6.7 The arbitrator shall be empowered, except as his/her powers are limited below, to make a final binding decision in case of alleged violation of rights expressly accorded by this Agreement. Limitations on the power of the arbitrator are as follows:
  - 6.7.1 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement.
  - 6.7.2 The arbitrator shall have no power to establish or change wage rates or change or establish any fringe benefits.
  - 6.7.3 The arbitrator shall have no power to decide any question, which under this agreement, is within the right of management to decide, which shall include, but are not limited to such areas of discretion of policy as the functions and programs of the EMPLOYER: its overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel, except as these rights may be especially conditioned by this agreement.
  - 6.7.4 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be equally shared.



- 6.7.5 Election of Remedies. It is specifically understood that any matters governed by statutory provisions or personnel policies except as expressly provided for in this AGREEMENT shall not be considered grievances under this AGREEMENT. If by law an appeal procedure, other than the grievance procedure contained herein, is available for resolution of a dispute arising from any provision covered by this AGREEMENT and the aggrieved party pursues the dispute through such appeal procedure provided by law, the aggrieved employee(s) shall be precluded from making an appeal under this grievance procedure. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, or Minn. Stat. 363A.01, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

## **ARTICLE 7. WORK SCHEDULES**

- 7.1 The sole authority in work schedules is the EMPLOYER. The normal workday for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday provided; however, that nothing contained herein shall be construed as a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 7.2 Service to the public may require the establishment of regular work schedules for some employees on a daily, weekly, seasonal or annual basis other than the normal day. The EMPLOYER will give four (4) workdays advance notice of workdays different from the employee's normal workday.
- 7.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities no advance notice needs to be given. Each Employee has a responsibility to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.

## **ARTICLE 8. OVERTIME**

- 8.1 Hours worked in excess of an employee's scheduled shift or more than forty (40) hours within a seven (7) day period will be compensated at one and one-half (1-1/2) times the employee's base pay rate or the hours worked in excess of the employee's scheduled shift may be taken as compensatory time at one and one-half (1-1/2) times in hours accrued. At the employee's option, overtime hours shall be paid through regular payroll or assigned to a compensatory bank. Employees shall elect whether all overtime hours earned in a day shall be paid through regular payroll or assigned to a compensatory bank. This decision shall be recorded on the timesheet each pay period. Compensatory time used shall receive advance approval from the Supervisor.
- 8.2 Overtime will be distributed as equally as practicable.
- 8.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hour worked.
- 8.4 Personal leave, vacation leave, and holidays shall be counted as time worked for the purposes of calculating overtime pay.
- 8.5 Employees who work on a Holiday (Article 14.1) shall receive one and one-half (1-1/2) times their pay for all hours worked on a Holiday in addition to Holiday pay. Employees who work on Thanksgiving Day, Christmas Day, or New Year's Day, will receive two (2) times their pay for all hours worked, in addition to Holiday pay. Employees working on Christmas Eve will receive two (2) times their pay for all hours worked beyond four (4) regular hours, in addition to four (4) hours of Holiday pay. If Christmas Day or New Year's Day fall on a Saturday or Sunday, employees will receive three (3) times their pay for all hours worked.
- 8.6 An employee may accrue up to forty (40) hours of compensatory time, which represents not more than 26.67 hours of actual overtime worked. The EMPLOYER shall determine/approve the maximum amount of compensatory time taken within a given time period. Compensatory time must be utilized in the same calendar year it was accrued and may not transfer from one year to another. Upon resignation, accrued compensatory time will be paid in a lump sum.

## ARTICLE 9. CALL BACK, REMOTE RESPONSE, AND ON-CALL PAY

- 9.1 Call Back Pay: An employee called in for work at a time other than the employee's scheduled shift, or while an employee is not in an on-call status period (such as 9.3), will be compensated for a minimum of two (2) hours' pay at one and one half (1-1/2) times the employee's base pay rate. An extension of an employee's scheduled shift or an early report to an employee's scheduled shift does not qualify as a call back.
- 9.2 Remote Response Pay: An employee who resolves a work-related issue during non-business or non-scheduled work hours, with a supervisor's approval and without physically coming into the City premises, (e.g. office, facilities, or property) will be compensated at a minimum of fifteen (15) minutes at one and one-half (1-1/2) times the employee's base pay rate for resolving those issues from a remote location, or the actual time spent, whichever is greater. Remote Response Pay under this article does not apply during periods of remote work as assigned/approved by management, in accordance with any applicable City Telework Policy.
- 9.3 On-Call Pay: An employee specifically designated as in an "on-call" status shall be paid at a rate of four (4) hours at one and one-half (1-1/2) times the rate of pay for each on-call period. An on-call period is defined as a maximum of 48 continuous hours in duration. Employees, when designated for on-call status, are required to restrict their whereabouts to the extent that they are required to leave word at their home or with their supervisor where they can be reached and be in a position to return to work immediately when called. Additionally, if an employee is called back to work during the on-call period, employee shall also be paid at one and one-half (1-1/2) times the rate of pay for the hours actually worked at the designated work location.

## ARTICLE 10. DISCIPLINE

- 10.1 Discipline will be in one of the following forms:
- 10.1.1 (a) oral reprimand
  - (b) written reprimand
  - (c) suspension
  - (d) demotion; or
  - (e) discharge.
- 10.2 Suspensions, demotions and discharges will be in written form and given to the employee as soon as practicable.
- 10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of the employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 If no disciplinary action is taken against an employee for twenty-four (24) months following a written reprimand, all records of such written disciplinary action shall be considered inactive and removed from the employee's personnel file. Such records shall be maintained for record-keeping purposes only in a separate file.

## ARTICLE 11. ORIENTATION PERIOD

- 11.1 All newly hired or rehired full or part-time employees will serve a one (1) year orientation period.
- 11.2 All promoted employees will serve a six (6) month orientation period in any job classification in which the employee has not served an orientation period.
- 11.3 At any time during the orientation period, a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.



- 11.4 Orientation employees may utilize accrued personal and vacation leave during the orientation period.
- 11.5 Employees placed on layoff or an approved leave of absence prior to the completion of their orientation period may have their orientation extended for a period of time equal to the duration of the layoff or approved leave of absence. The employer shall provide written notice of the extension to the employee and the union on or before the date the layoff or approved leave of absence begins. Upon the employee's return from the layoff or approved leave of absence, the employer shall notify the employee and the union, in writing, of the balance of remaining time required to complete the orientation period.

#### **ARTICLE 12. LAY OFF**

- 12.1 The city council, upon the recommendation of the city administrator, may lay off any employee whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position or because of changes in organization; Two (2) weeks' advance written notice shall be given. Employees shall be laid off on the basis of job classification seniority, and the least senior employee in the impacted classification shall be laid off first. No full-time employee shall be laid off while there are temporary or part time employees serving in the same class of positions for which a full-time employee is qualified, eligible and available. A non-probationary employee will be given absolute preference over an employee in the orientation period.
- 12.2 Employees laid off by the EMPLOYER shall retain recall rights for a period of one (1) year. Upon notice of recall, an employee must, within fifteen (15) days, advise acceptance or refusal of recall in writing. Notice of recall shall be by certified mail/return receipt requested. Recall notice shall be sent to the Employee's last known address.

#### **ARTICLE 13. INSURANCE**

- 13.1 All eligible full-time and part-time benefited employees shall be offered participation in the employer's health insurance program. An eligible employee is defined as an individual considered a full-time and/or part-time benefited employee under Article 3 of this contract.

In 2021 and 2022, the EMPLOYER will contribute the following amounts to medical premiums: Single coverage - \$695.44/month for the 250/25 plan and 100% for the HRA or HSA deductible plans; Single + One coverage - \$840.50/month; Family coverage - \$851.91/month in any of the offered plans. The EMPLOYER will make an additional contribution of \$333 per quarter to the HRA/HSA account for employees at all coverage levels (single, single + one, family) within those plans.

- 13.2. The EMPLOYER will provide a Flexible Compensation/Cafeteria Insurance Program in the amount of \$330/month through the duration of this contract, for each eligible full-time employee. The EMPLOYER will contribute an additional \$56/month for employees who choose single coverage in the HRA/HSA high deductible plans. Employees covered as a dependent under another employee in the City's medical plans will have the option to waive the minimally required single medical coverage under this article and receive an annually established amount of Flexible Compensation in lieu of the other related EMPLOYER contributions.
- 13.3 Regular part-time employees are eligible for benefits in a dollar amount pro-rated to the nearest quarterly equivalent of their actual hours of work at the time of employment.
- 13.4 All newly hired regular full-time and part-time employees shall be required to take a minimum of single health insurance coverage. In addition, all regular full-time and part-time employees enrolled in the City's health insurance plan as of January 1, 1998, and thereafter, must continue to take at least Single health insurance during their tenure as an eligible employee.

- 13.5 The EMPLOYER will select and provide employee with.
- a. Long Term Disability Insurance in the amount of 66 2/3 of monthly pay subject to the conditions and terms outlined in the plan provisions;
  - b. Accidental Death and Dismemberment Insurance, subject to the terms and conditions outlined in the plan provisions; and
  - c. Life Insurance in the amount of 1 times the employee's annual base wage.

#### ARTICLE 14. HOLIDAYS

- 14.1 Holiday leave is authorized absence from duty with pay granted all regular full-time employees. All regular full-time employees will be eligible to receive eight (8) hours of pay for the following official holidays:

|                        |                        |
|------------------------|------------------------|
| New Years' Day         | Labor Day              |
| Martin Luther King Day | Veterans' Day          |
| Presidents' Day        | Thanksgiving Day       |
| Memorial Day           | Day after Thanksgiving |
| Independence Day       | Christmas Day          |

Good Friday and Christmas Eve will be one-half day (four (4) hour) holidays. In the event a holiday falls on a Saturday, the preceding day shall be a holiday. If the holiday falls on a Sunday, the following day shall be a holiday. In the event Christmas Day falls on a Saturday, the preceding Thursday shall be a one-half day (four (4) hours) Christmas Eve holiday; in the event Christmas Day falls on Sunday or Monday, the preceding Friday will be a one-half day (four (4) hours) Christmas Eve holiday.

- 14.2 All full-time employees will be eligible to receive eight (8) hours of holiday leave, to be known as a floating holiday, which shall be taken at a time mutually agreed upon by the Employee and EMPLOYER. A floating holiday shall not be scheduled to pyramid with another holiday. A floating holiday must be used the year received or it will be lost.
- 14.3 All regular part-time employees will be eligible to receive pro-rata pay for designated holidays.
- 14.4 The EMPLOYER shall issue a list of the recognized holidays and the dates on which they will be observed in December of the year prior to when the holidays will be observed.
- 14.5 Exceptions to Article 14. Holidays are addressed in Appendix D, Memorandum of Agreement.

#### ARTICLE 15. PERSONAL LEAVE

- 15.1 Use of Personal Leave. The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave; however, to the extent possible, prior approval for the requested personal leave should be obtained in consideration of employee coverage needs of the division/department. Personal leave may be refused by the EMPLOYER, except in cases of necessity, as determined by law.

##### Personal Leave Schedule

| Continuous Years of Service                  | Annual Hours of Personal Leave Accrual |
|--|--|
| 0 through End of 3 Years                     | 60                                     |
| Beginning of 4 Years through end of 6 Years  | 72                                     |
| Beginning of 7 Years through end of 10 Years | 84                                     |
| Beginning of 11 Years or More                | 96                                     |



- 15.2 Employees subject to shift schedules that are eligible for accrual and use of personal leave may request personal leave three (3) calendar days in advance of the initial date(s) of the leave. The personal leave request shall require the advanced approval of the EMPLOYER.
- 15.3 Part-time employees shall be eligible for prorated personal leave on a pro rata basis, i.e., hours of work as related to benefit schedules for full-time employment. Pro rata holidays shall be paid based on the employees scheduled number of hours on the day the holiday is observed.

#### **ARTICLE 16. WORKING OUT OF CLASSIFICATION**

- 16.1 Any employee working in an out-of-class assignment for three (3) consecutive days or on a non-consecutive basis within a 30-day period shall be paid at the starting rate of the higher job classification, or if the employee's regular pay is above the starting rate, placement will be at the corresponding next highest step in the out of class range; however, in no case shall the employee receive less than \$3.00 per hour (effective 1/1/2020) additional. For the purpose of this Article, an out-of-class assignment is defined as an assignment of an employee to perform significant duties and responsibilities of a position different from the employee's regular position and which is in a higher classification. The employee will be paid at the higher rate only for the hours worked performing the duties of the out-of-class position, unless the full responsibilities and duties of the higher class have been assigned. It shall be the employee's responsibility to log the out-of-class hours worked.

#### **ARTICLE 17. CLOTHING ALLOWANCE**

- 17.1 The CSO shall receive a clothing allowance of \$350.00 in 2021 and 2022.
- 17.2 The City will pay \$275.00 in 2021 and 2022 for the purchase of one pair of work safety boots for the Engineering Technicians, Senior Engineering Technicians, Combination Inspectors, GIS Technician, GIS Technician II, GIS Specialist VMCC Operations Worker, Rental and Code Compliance Coordinator, and the Custodian II.

#### **ARTICLE 18. LEAVES OF ABSENCE**

- 18.1 Employees desiring an unpaid leave of absence may apply for such leave. The granting of such leave is at the sole discretion of the EMPLOYER; however, if such leave is reasonable, it will be given due consideration.

#### **ARTICLE 19. JURY DUTY**

- 19.1 Leave with Pay: Any full-time employee or employee in the orientation period who is required to serve as a juror or who is under subpoena as a witness in court shall be granted leave with pay while serving in such capacity, contingent upon the employee paying to the City treasury the fees received for such services.
- 19.2 Travel time: When not actively serving on the jury or not traveling to or from the court during working hours, the full-time employee or employee in the orientation period shall be at work. In those instances where a change of clothes is involved, additional time will be allowed for such purpose.
- 19.3 Part-time Employees: Part-time employees shall be granted leave with pay while service in such capacity only for those hours previously scheduled which directly conflict with the jury duty as described in 19.1 of this section, contingent upon the employee paying to the City treasury the fees received for such services.

#### **ARTICLE 20. FUNERAL LEAVE**

- 20.1 Up to a maximum of three (3) days of funeral leave with pay may be used for death in the employee's immediate family.

- 20.2 Immediate family is defined as the employee's spouse or domestic partner, or the following kin of either the employee or the employee's spouse or domestic partner, children, mother, father, sister, brother, grandchildren or grandparents, or any of the above step- or in-law relations.
- 20.3 Funeral leave is not charged against other leaves; personal or vacation.

## **ARTICLE 21. VACATIONS**

- 21.1 Regular full-time employees shall accrue paid vacation according to the following schedule:

| <u>Continuous Years of Service</u>            | <u>Hours Per Year</u> |
|---|-----------------------|
| 0 through End of 5 Years                      | 80                    |
| Beginning of 6 Years through End of 8 Years   | 120                   |
| Beginning of 9 Years through End of 12 Years  | 144                   |
| Beginning of 13 Years through End of 17 Years | 168                   |
| Beginning of 18 Years to 22 Years             | 192                   |
| Beginning of 23 Years and Above               | 208                   |

- 21.2 Regular full-time employees may accrue vacation leave to a maximum of 280 hours (effective 1/1/2020) and increases to vacation leave beginning at 18 years and above, shall be effective prospectively, from the date the AFSCME 2019 – 2020 Contract was signed and executed.
- 21.3 Part-time employees shall be eligible for pro-rated vacation. Vacation leave may be used as earned, provided that the supervisor and/or department head shall determine the time at which vacation leave may be taken. No employee shall be permitted to take vacation leave in advance of accrual, except as provided for in Section 20.4 of this Article. Vacation leave shall accrue during an employee's orientation period.
- 21.4 Injury on Duty. Compensable Injury: Upon utilization of all accrued personal leave or vacation leave, an employee may "borrow" future personal leave and/or vacation leave in an amount equal to time absent from work. Borrowing shall occur until such time as claim determination is made.

## **ARTICLE 22. EDUCATION BENEFIT**

- 22.1 The EMPLOYER hereby establishes the following guidelines for the paying of tuition to City Employees for outside training at colleges, universities, correspondence schools, and various short courses.
- 22.2 Approval of Courses: Course work must relate to applicants present position for purpose of: (1) improving skills or knowledge required in their position, (2) preparing employees for significant technological changes occurring in their career field, (3) preparing employees for changes in duties due to the different use of a position or class, (4) preparing employees for assumption of new and different duties as a result of a recent promotional appointment, or, (5) general development of understanding to do their jobs better.
- 22.3 In order for Employees to be eligible for tuition reimbursement they: (1) must take an approved course, (2) receive a passing grade in the course, (3) have had prior approval of their Supervisor and Department Head, (4) tuition payment must be a budgeted item.
- 22.4 The tuition reimbursement cost shall be paid up to \$3,000 per year, if budgeted.

## **ARTICLE 23. WAGES**

- 23.1 It is understood that the wage rates established pursuant to this Agreement have been arrived at between the parties recognizing the fact that no special supplemental forms of compensation, such as longevity pay or educational incentive pay, are provided Employees. The parties recognize that the base wage provided for in this Agreement is a more equitable way of compensating Employees



than through the use of special supplemental forms of compensation, such as longevity pay or educational incentive pay, and the wage rates established hereby recognize this understanding.

- 23.2 Job classifications and applicable wage rates are set forth in **Appendix A** for year 2021 and **Appendix B** for year 2022.

#### **ARTICLE 24. MEET AND CONFER**

- 24.1 Meet and Confer. The Union and Management shall meet as timely as possible to discuss new positions, wages and working conditions. The City will notify the recognized employee union of any new position(s) that would be considered within the respective bargaining unit and discuss the new position(s) prior to implementation. The parties would meet and confer in an attempt to reach negotiated agreement on wages and benefits prior to the addition of any new position(s) to the bargaining unit.

#### **ARTICLE 25. DRUG AND ALCOHOL TESTING**

- 25.1 Employees are required to abide by and comply with the Drug and Alcohol Testing Policy as adopted by the City Council. Any changes to the policy shall be negotiated with the UNION except as such change is required by law or other authority.

#### **ARTICLE 26. BACKGROUND CHECKS**

- 26.1 The EMPLOYER may from time to time conduct a full BCA background check on children's service workers for those employees defined as "children's service workers" in MN Statutes 299C.61.

#### **ARTICLE 27. AFSCME POSITION VACANCIES**

- 27.1 Vacancies within the bargaining unit may be filled based on internal transfer or promotion, provided that employees have the necessary qualifications to meet the standards of the job vacancy and have the ability to perform the duties and responsibilities of the job vacancy.

#### **ARTICLE 28. POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN**

- 28.1 The City will implement the Minnesota State Retirement System Post Employment Health Care Savings Plan (HCSP) which allows employees to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after termination of public service. Employees will be able to choose among several different investment options provided by the State Board of Investment. Assets in the program will accumulate tax-free. This plan is pursuant to Minnesota Statutes 352.98.

For AFSCME Employees: Effective January 1, 2013, in addition to the provisions of the Contract, employees represented by the Union who qualify to receive personal leave pay upon terminating from the City, 50% will be designated to be placed in their individual HCSP account at the time of termination if the employee has less than 20 years of service and 100% if the employee has 20 or more years of service.

All provisions of this plan will be determined by the Minnesota State Retirement System and an employee will deal directly with the State Retirement System on all account matters. The City's responsibility will be to process the initial employee enrollment in the plan and to forward the appropriate employee contributions.

Employees will continue to be covered under the Personal Leave Pay provision of the Personnel Code, as follows: All employees in this group whose accumulation of personal leave have exceeded sixty (60) days will exchange the cash value of up to ten (10) days for deposit into their HCSP account. This deposit will occur annually in the month of December at a time to be determined by the Administrative Services.

## **ARTICLE 29. WAIVER**

- 29.1 Any and all agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 29.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate any and all terms and conditions of employment referred to or covered in the AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.
- 29.3 Either party desiring to terminate or modify this contract must notify the other party in writing at least thirty (30) but not more than sixty (60) days prior to December 1, 1998 for wages and conditions of employment for calendar year 1999 or beyond. A notice of desire to modify this contract shall set forth specifically all proposed modifications sought by the party and all clauses of this contract for which no modification is sought shall be renewed automatically.
- 29.4 The EMPLOYER and the UNION agree that this Agreement contains all of the terms and conditions of employment which have been arrived at and that the EMPLOYER shall not be obligated to provide or maintain any terms of conditions of employment not provided herein.

## **ARTICLE. 30 NO STRIKE**

- 30.1 There shall be no strikes, stoppages, slowdowns, picketing or other interference with the operation of the EMPLOYER (all of which are referred to as "strikes"). A strike shall mean concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or the absence in whole or in part from the full, faithful and proper performance of the duties of employment. No officer or representative of the UNION shall authorize, instigate, aid or condone any strike, and no Employee shall participate in any strike. The foregoing provisions shall not constitute grounds on which demand may be made for arbitration.
- 30.2 Any Employee who violates the provisions of this Article shall have his/her employment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the Employee. An Employee who is absent from any portion of his/her work assignment without permission or who abstains wholly or in part from the full performance of his/her duties without permission from his/her EMPLOYER on the date or dates when a strike occurs is presumed to have engaged in a strike on such date or dates. Employees who violate the provisions of this Article may, subsequent to such violation be employed or reemployed, but the Employee shall be on probation for two (2) years with respect to tenure of employment.
- 30.3 No Employee shall be entitled to any daily pay, wages or per diem for the days on which he/she engaged in a strike.

## **ARTICLE 31. SAVINGS CLAUSE**

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

## ARTICLE 32. DURATION

32.1 This AGREEMENT shall be effective as of January 1, 2021 and shall remain in full force and effect through the 31st day of December 31, 2022.

### FOR THE CITY OF INVER GROVE HEIGHTS

By:   
Tom Bartholomew, Mayor

By:   
Heather Rand, Interim City Administrator

Date: 4-26-21

### FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL NO. 5

By:   
Jolene Catudio, AFSCME Field Representative

By:   
Kathy Fischer, AFSCME Local 1065 President

Date: 4-27-21



**APPENDIX A – WAGES**  
**EFFECTIVE JANUARY 1, 2021 through DECEMBER 31, 2021**

| Grade | Position                             | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 |
|-------|--------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2     | Golf Course Cashier                  | \$19.69 | \$20.25 | \$20.83 | \$21.40 | \$21.97 | \$22.54 | \$23.12 | \$23.68 | \$24.25 | \$24.84 |
| 5     | Golf Course Coordinator              | \$21.70 | \$22.32 | \$22.95 | \$23.59 | \$24.21 | \$24.85 | \$25.47 | \$26.11 | \$26.74 | \$27.37 |
| 8     | Customer Service Specialist          | \$24.23 | \$24.93 | \$25.64 | \$26.34 | \$27.05 | \$27.75 | \$28.44 | \$29.15 | \$29.86 | \$30.56 |
| 9     | Lead Customer Service Specialist     | \$25.20 | \$25.94 | \$26.67 | \$27.40 | \$28.13 | \$28.85 | \$29.59 | \$30.32 | \$31.06 | \$31.79 |
| 9     | Office Support*                      | \$25.20 | \$25.94 | \$26.67 | \$27.40 | \$28.13 | \$28.85 | \$29.59 | \$30.32 | \$31.06 | \$31.79 |
| 9     | VMCC Operation Worker                | \$25.20 | \$25.94 | \$26.67 | \$27.40 | \$28.13 | \$28.85 | \$29.59 | \$30.32 | \$31.06 | \$31.79 |
| 9     | Custodian II                         | \$25.20 | \$25.94 | \$26.67 | \$27.40 | \$28.13 | \$28.85 | \$29.59 | \$30.32 | \$31.06 | \$31.79 |
| 10    | Office Support II*                   | \$26.28 | \$27.04 | \$27.80 | \$28.56 | \$29.32 | \$30.07 | \$30.85 | \$31.61 | \$32.37 | \$33.14 |
| 10    | GIS Tech I/Tech Asst.                | \$26.28 | \$27.04 | \$27.80 | \$28.56 | \$29.32 | \$30.07 | \$30.85 | \$31.61 | \$32.37 | \$33.14 |
| 10    | Evidence Technician                  | \$26.28 | \$27.04 | \$27.80 | \$28.56 | \$29.32 | \$30.07 | \$30.85 | \$31.61 | \$32.37 | \$33.14 |
| 11    | Sr. Office Support*                  | \$27.41 | \$28.21 | \$29.00 | \$29.81 | \$30.60 | \$31.39 | \$32.19 | \$32.98 | \$33.77 | \$34.57 |
| 11    | Asst. to the Building Official       | \$27.41 | \$28.21 | \$29.00 | \$29.81 | \$30.60 | \$31.39 | \$32.19 | \$32.98 | \$33.77 | \$34.57 |
| 11    | Management Analyst                   | \$27.41 | \$28.21 | \$29.00 | \$29.81 | \$30.60 | \$31.39 | \$32.19 | \$32.98 | \$33.77 | \$34.57 |
| 11    | Recreation Specialist                | \$27.41 | \$28.21 | \$29.00 | \$29.81 | \$30.60 | \$31.39 | \$32.19 | \$32.98 | \$33.77 | \$34.57 |
| 12    | Records Specialist                   | \$28.64 | \$29.48 | \$30.31 | \$31.13 | \$31.97 | \$32.80 | \$33.63 | \$34.46 | \$35.28 | \$36.13 |
| 12    | Public Works Support Specialist      | \$28.64 | \$29.48 | \$30.31 | \$31.13 | \$31.97 | \$32.80 | \$33.63 | \$34.46 | \$35.28 | \$36.13 |
| 12    | Community Dev. Support Specialist    | \$28.64 | \$29.48 | \$30.31 | \$31.13 | \$31.97 | \$32.80 | \$33.63 | \$34.46 | \$35.28 | \$36.13 |
| 12    | Administrative Specialist            | \$28.64 | \$29.48 | \$30.31 | \$31.13 | \$31.97 | \$32.80 | \$33.63 | \$34.46 | \$35.28 | \$36.13 |
| 12    | Accounting Technician                | \$28.64 | \$29.48 | \$30.31 | \$31.13 | \$31.97 | \$32.80 | \$33.63 | \$34.46 | \$35.28 | \$36.13 |
| 13    | Communications Specialist            | \$30.00 | \$30.87 | \$31.74 | \$32.63 | \$33.49 | \$34.36 | \$35.23 | \$36.11 | \$36.97 | \$37.84 |
| 14    | IT Specialist (MIS Tech)             | \$31.44 | \$32.35 | \$33.26 | \$34.17 | \$35.09 | \$35.99 | \$36.91 | \$37.81 | \$38.72 | \$39.64 |
| 14    | GIS Tech II                          | \$31.44 | \$32.35 | \$33.26 | \$34.17 | \$35.09 | \$35.99 | \$36.91 | \$37.81 | \$38.72 | \$39.64 |
| 14    | Senior Accounting Technician         | \$31.44 | \$32.35 | \$33.26 | \$34.17 | \$35.09 | \$35.99 | \$36.91 | \$37.81 | \$38.72 | \$39.64 |
| 15    | Rental & Code Compliance Coordinator | \$32.99 | \$33.95 | \$34.90 | \$35.86 | \$36.82 | \$37.78 | \$38.73 | \$39.70 | \$40.65 | \$41.60 |
| 15    | GIS Specialist                       | \$32.99 | \$33.95 | \$34.90 | \$35.86 | \$36.82 | \$37.78 | \$38.73 | \$39.70 | \$40.65 | \$41.60 |
| 15    | Engineering Technician               | \$32.99 | \$33.95 | \$34.90 | \$35.86 | \$36.82 | \$37.78 | \$38.73 | \$39.70 | \$40.65 | \$41.60 |



**APPENDIX A – WAGES (CONT.)**

**EFFECTIVE JANUARY 1, 2021 through DECEMBER 31, 2021**

| Grade | Position                      | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 |
|-------|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 16    | Recreation Coordinator        | \$34.69 | \$35.68 | \$36.68 | \$37.70 | \$38.70 | \$39.72 | \$40.71 | \$41.73 | \$42.72 | \$43.74 |
| 16    | Combination Inspector         | \$34.69 | \$35.68 | \$36.68 | \$37.70 | \$38.70 | \$39.72 | \$40.71 | \$41.73 | \$42.72 | \$43.74 |
| 16    | Environmental Specialist      | \$34.69 | \$35.68 | \$36.68 | \$37.70 | \$38.70 | \$39.72 | \$40.71 | \$41.73 | \$42.72 | \$43.74 |
| 16    | Assistant Planner             | \$34.69 | \$35.68 | \$36.68 | \$37.70 | \$38.70 | \$39.72 | \$40.71 | \$41.73 | \$42.72 | \$43.74 |
| 16    | Accountant                    | \$34.69 | \$35.68 | \$36.68 | \$37.70 | \$38.70 | \$39.72 | \$40.71 | \$41.73 | \$42.72 | \$43.74 |
| 17    | Senior Engineering Technician | \$36.50 | \$37.56 | \$38.62 | \$39.68 | \$40.73 | \$41.80 | \$42.86 | \$43.91 | \$44.97 | \$46.03 |
| 17    | Fitness Coordinator           | \$36.50 | \$37.56 | \$38.62 | \$39.68 | \$40.73 | \$41.80 | \$42.86 | \$43.91 | \$44.97 | \$46.03 |
| 17    | Aquatics Coordinator          | \$36.50 | \$37.56 | \$38.62 | \$39.68 | \$40.73 | \$41.80 | \$42.86 | \$43.91 | \$44.97 | \$46.03 |
| 18    | Senior Accountant             | \$38.48 | \$39.60 | \$40.71 | \$41.83 | \$42.95 | \$44.05 | \$45.17 | \$46.29 | \$47.41 | \$48.52 |
| 18    | Associate Planner             | \$38.48 | \$39.60 | \$40.71 | \$41.83 | \$42.95 | \$44.05 | \$45.17 | \$46.29 | \$47.41 | \$48.52 |
|       | Police Laborer                | \$13.86 | \$14.24 | \$14.63 | \$15.03 | \$15.45 | \$15.87 | \$16.31 | \$16.75 | \$17.22 | \$17.69 |

**Police Laborer to Start at Step 6 effective 1/1/2021**

**\*Office Support Career Ladder Positions (Grade changes effective 7/1/19)**

|                    |          |  |
|--------------------|----------|--|
| Office Support     | Grade 9  | First level office support   |
| Office Support II  | Grade 10 | Three (3) years at Office Support; competent in multiple unit or department-wide processes; fully competent performance rating; will help train Office Support   |
| Sr. Office Support | Grade 11 | Five (5) years at Office Support II; responsible for several department-wide processes; specialized knowledge; fully competent performance rating; may provide lead work to Office Support and Office Support II as assigned |

**Advancement based on Department Need and Department Head Recommendation Only:**

|                        |          |  |
|------------------------|----------|--|
| Department Specialists | Grade 12 | Five (5) years at Sr. Office Support; directly reports to Department Head/Unit; responsible for many department-wide processes, advanced expertise; *will oversee regulatory compliance and/or agenda processes, ability to compose reports, etc. (*e.g. coordinating Council/Commission agenda preparation, ensuring Police Department records compliance, ensuring OSHA training, etc.). |
| Admin. Specialists     | Grade 12 |  |

Department Head reserves the right to post and choose their Department/Administrative Specialist(s).

**APPENDIX B – WAGES**  
**EFFECTIVE JANUARY 1, 2022 through DECEMBER 31, 2022**

| Grade | Position                             | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 |
|-------|--------------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2     | Golf Course Cashier                  | \$20.23 | \$20.81 | \$21.40 | \$21.99 | \$22.57 | \$23.16 | \$23.76 | \$24.33 | \$24.92 | \$25.52 |
| 5     | Golf Course Coordinator              | \$22.30 | \$22.94 | \$23.58 | \$24.23 | \$24.88 | \$25.53 | \$26.17 | \$26.82 | \$27.48 | \$28.12 |
| 8     | Customer Service Specialist          | \$24.90 | \$25.61 | \$26.34 | \$27.07 | \$27.79 | \$28.51 | \$29.23 | \$29.95 | \$30.68 | \$31.40 |
| 9     | Lead Customer Service Specialist     | \$25.89 | \$26.66 | \$27.40 | \$28.15 | \$28.90 | \$29.65 | \$30.41 | \$31.15 | \$31.91 | \$32.66 |
| 9     | Office Support*                      | \$25.89 | \$26.66 | \$27.40 | \$28.15 | \$28.90 | \$29.65 | \$30.41 | \$31.15 | \$31.91 | \$32.66 |
| 9     | VMCC Operation Worker                | \$25.89 | \$26.66 | \$27.40 | \$28.15 | \$28.90 | \$29.65 | \$30.41 | \$31.15 | \$31.91 | \$32.66 |
| 9     | Custodian II                         | \$25.89 | \$26.66 | \$27.40 | \$28.15 | \$28.90 | \$29.65 | \$30.41 | \$31.15 | \$31.91 | \$32.66 |
| 10    | Office Support II*                   | \$27.00 | \$27.78 | \$28.56 | \$29.35 | \$30.13 | \$30.90 | \$31.70 | \$32.48 | \$33.26 | \$34.05 |
| 10    | GIS Tech I/Tech Asst.                | \$27.00 | \$27.78 | \$28.56 | \$29.35 | \$30.13 | \$30.90 | \$31.70 | \$32.48 | \$33.26 | \$34.05 |
| 10    | Evidence Technician                  | \$27.00 | \$27.78 | \$28.56 | \$29.35 | \$30.13 | \$30.90 | \$31.70 | \$32.48 | \$33.26 | \$34.05 |
| 11    | Sr. Office Support*                  | \$28.16 | \$28.98 | \$29.79 | \$30.63 | \$31.44 | \$32.25 | \$33.07 | \$33.89 | \$34.70 | \$35.52 |
| 11    | Asst. to the Building Official       | \$28.16 | \$28.98 | \$29.79 | \$30.63 | \$31.44 | \$32.25 | \$33.07 | \$33.89 | \$34.70 | \$35.52 |
| 11    | Management Analyst                   | \$28.16 | \$28.98 | \$29.79 | \$30.63 | \$31.44 | \$32.25 | \$33.07 | \$33.89 | \$34.70 | \$35.52 |
| 11    | Recreation Specialist                | \$28.16 | \$28.98 | \$29.79 | \$30.63 | \$31.44 | \$32.25 | \$33.07 | \$33.89 | \$34.70 | \$35.52 |
| 12    | Records Specialist                   | \$29.43 | \$30.29 | \$31.14 | \$31.99 | \$32.85 | \$33.70 | \$34.55 | \$35.41 | \$36.25 | \$37.12 |
| 12    | Public Works Support Specialist      | \$29.43 | \$30.29 | \$31.14 | \$31.99 | \$32.85 | \$33.70 | \$34.55 | \$35.41 | \$36.25 | \$37.12 |
| 12    | Community Dev. Support Specialist    | \$29.43 | \$30.29 | \$31.14 | \$31.99 | \$32.85 | \$33.70 | \$34.55 | \$35.41 | \$36.25 | \$37.12 |
| 12    | Administrative Specialist            | \$29.43 | \$30.29 | \$31.14 | \$31.99 | \$32.85 | \$33.70 | \$34.55 | \$35.41 | \$36.25 | \$37.12 |
| 12    | Accounting Technician                | \$29.43 | \$30.29 | \$31.14 | \$31.99 | \$32.85 | \$33.70 | \$34.55 | \$35.41 | \$36.25 | \$37.12 |
| 13    | Communications Specialist            | \$30.83 | \$31.72 | \$32.62 | \$33.52 | \$34.41 | \$35.30 | \$36.20 | \$37.10 | \$37.99 | \$38.88 |
| 14    | IT Specialist (MIS Tech)             | \$32.30 | \$33.24 | \$34.17 | \$35.11 | \$36.05 | \$36.98 | \$37.93 | \$38.85 | \$39.78 | \$40.73 |
| 14    | GIS Tech II                          | \$32.30 | \$33.24 | \$34.17 | \$35.11 | \$36.05 | \$36.98 | \$37.93 | \$38.85 | \$39.78 | \$40.73 |
| 14    | Senior Accounting Technician         | \$32.30 | \$33.24 | \$34.17 | \$35.11 | \$36.05 | \$36.98 | \$37.93 | \$38.85 | \$39.78 | \$40.73 |
| 15    | Rental & Code Compliance Coordinator | \$33.90 | \$34.88 | \$35.86 | \$36.85 | \$37.83 | \$38.82 | \$39.80 | \$40.79 | \$41.77 | \$42.75 |
| 15    | GIS Specialist                       | \$33.90 | \$34.88 | \$35.86 | \$36.85 | \$37.83 | \$38.82 | \$39.80 | \$40.79 | \$41.77 | \$42.75 |
| 15    | Engineering Technician               | \$33.90 | \$34.88 | \$35.86 | \$36.85 | \$37.83 | \$38.82 | \$39.80 | \$40.79 | \$41.77 | \$42.75 |

**APPENDIX B – WAGES (CONT.)**  
**EFFECTIVE JANUARY 1, 2022 THROUGH JANUARY 31, 2022**

| Grade | Position                      | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  | Step 7  | Step 8  | Step 9  | Step 10 |
|-------|-------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 16    | Recreation Coordinator        | \$35.64 | \$36.66 | \$37.69 | \$38.74 | \$39.76 | \$40.81 | \$41.83 | \$42.88 | \$43.89 | \$44.94 |
| 16    | Combination Inspector         | \$35.64 | \$36.66 | \$37.69 | \$38.74 | \$39.76 | \$40.81 | \$41.83 | \$42.88 | \$43.89 | \$44.94 |
| 16    | Environmental Specialist      | \$35.64 | \$36.66 | \$37.69 | \$38.74 | \$39.76 | \$40.81 | \$41.83 | \$42.88 | \$43.89 | \$44.94 |
| 16    | Assistant Planner             | \$35.64 | \$36.66 | \$37.69 | \$38.74 | \$39.76 | \$40.81 | \$41.83 | \$42.88 | \$43.89 | \$44.94 |
| 16    | Accountant                    | \$35.64 | \$36.66 | \$37.69 | \$38.74 | \$39.76 | \$40.81 | \$41.83 | \$42.88 | \$43.89 | \$44.94 |
| 16    | Fire Inspector                | \$35.64 | \$36.66 | \$37.69 | \$38.74 | \$39.76 | \$40.81 | \$41.83 | \$42.88 | \$43.89 | \$44.94 |
| 17    | Senior Engineering Technician | \$37.50 | \$38.59 | \$39.68 | \$40.77 | \$41.85 | \$42.95 | \$44.03 | \$45.12 | \$46.20 | \$47.30 |
| 17    | Fitness Coordinator           | \$37.50 | \$38.59 | \$39.68 | \$40.77 | \$41.85 | \$42.95 | \$44.03 | \$45.12 | \$46.20 | \$47.30 |
| 17    | Aquatics Coordinator          | \$37.50 | \$38.59 | \$39.68 | \$40.77 | \$41.85 | \$42.95 | \$44.03 | \$45.12 | \$46.20 | \$47.30 |
| 18    | Fire Marshal                  | \$39.54 | \$40.68 | \$41.83 | \$42.98 | \$44.13 | \$45.27 | \$46.41 | \$47.56 | \$48.71 | \$49.86 |
| 18    | Senior Accountant             | \$39.54 | \$40.68 | \$41.83 | \$42.98 | \$44.13 | \$45.27 | \$46.41 | \$47.56 | \$48.71 | \$49.86 |
| 18    | Associate Planner             | \$39.54 | \$40.68 | \$41.83 | \$42.98 | \$44.13 | \$45.27 | \$46.41 | \$47.56 | \$48.71 | \$49.86 |

  

|  |                |         |         |         |         |         |         |         |         |         |         |
|--|----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
|  | Police Laborer | \$14.24 | \$14.63 | \$15.03 | \$15.45 | \$15.87 | \$16.31 | \$16.75 | \$17.22 | \$17.69 | \$18.18 |
|--|----------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

**\*Office Support Career Ladder Positions:**

|                    |          |  |
|--------------------|----------|--|
| Office Support     | Grade 9  | First level office support   |
| Office Support II  | Grade 10 | Three (3) years at Office Support; competent in multiple unit or department-wide processes; fully competent performance rating; will help train Office Support.  |
| Sr. Office Support | Grade 11 | Five (5) years at Office Support II; responsible for several department-wide processes; specialized knowledge; fully competent performance rating; may provide lead work to Office Support and Office Support II as assigned |

**Advancement based on Department Need and Department Head Recommendation Only:**

|                         |          |  |
|-------------------------|----------|--|
| Department Specialists/ | Grade 12 | Five (5) years at Sr. Office Support; directly reports to Department Head/Unit; responsible for many department-wide processes, advanced expertise; *will oversee regulatory compliance and/or agenda processes, ability to compose reports, etc. (*e.g. coordinating Council/Commission agenda preparation, ensuring Police Department records compliance, ensuring OSHA training, etc.). |
| Admin. Specialists      | Grade 12 |  |

Department Head reserves the right to post and choose their Department/Administrative Specialist(s).



## APPENDIX C

### MEMORANDUM OF AGREEMENT BETWEEN AFSCME COUNCIL 5, LOCAL 1065 and THE CITY OF INVER GROVE HEIGHTS

**WHEREAS**, AFSCME COUNCIL 5, Local 1065 (hereinafter referred to as the Union) is the certified Exclusive Representative of certain employees of the City of Inver Grove Heights (hereinafter referred to as the City) at the Veterans' Memorial Community Center (VMCC) and Inver Grove Heights' Golf Course; and

**WHEREAS**, the City has implemented a four (4) day, 10-hour workday schedule for the VMCC Operation Workers at the VMCC, and non-standard business hours/flexible schedule to accommodate the weekend and seasonal nature of the Golf Course and VMCC operations.

#### **NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED TO AS FOLLOWS:**

1. The parties agree that the VMCC Operation Workers at the VMCC will work a four (4) day, 10-hour workday schedule, and the VMCC Customer Service Specialist and Golf Course Cashiers will work evening and weekend hours as needed and/or scheduled.
2. The VMCC Operation Workers who work on a Holiday (Article 14.1) shall receive one and one-half (1-1/2) times their pay for all hours worked on a Holiday in addition to Holiday pay. Employees who work on Thanksgiving Day, Christmas Day, or New Year's Day, will receive two (2) times their pay for all hours worked, in addition to Holiday pay. Employees working on Christmas Eve will receive two (2) times their pay for all hours worked beyond four (4) regular hours, in addition to four (4) hours of Holiday pay. If Christmas Day or New Year's Day fall on a Saturday or Sunday, employees will receive three (3) times their pay for all hours worked.
3. In addition, the VMCC Operation Workers will receive annually at the beginning of each calendar year, a bank of 96 hours to be used for time off in lieu of holiday pay at the employee's discretion.
4. In addition, the VMCC Customer Service Specialist working weekend hours at the VMCC will receive an annual, at the beginning of each calendar year, Holiday bank of 48 hours, and the Golf Course Cashiers will receive an annual, at the beginning of each calendar year, Holiday bank of 64 hours to be used for time off in lieu of holiday pay at the employee's discretion.
5. Holiday Hours will only be used for days that the VMCC Operation Workers/Customer Service Specialist/Golf Course Cashiers are regularly scheduled to work and subject to prior approval by the Supervisor.
6. Banked Holiday hours must be used by the end of each year and may not be carried over to the following year. Banked Holiday hours may not be cashed out. The City shall not unreasonably deny a request for use of banked holiday hours.
7. This Agreement may not be used to establish any precedent for these or any other bargaining unit employees.

THE CITY OF INVER GROVE HEIGHTS



Heather Rand, Interim City Administrator

Dated:

4-26-2021

AFSCME COUNCIL 5, LOCAL 1065



Jolene Catudio, AFSCME Field Representative



Kathy Fischer, AFSCME Local 1065 President