

**LABOR AGREEMENT**

**BETWEEN THE**



**AND**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
LOCAL UNION NO. 737, COUNCIL 65**

**UTILITY UNION**

**2023-2024**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE I. PURPOSE OF AGREEMENT .....	1
ARTICLE II. RECOGNITION .....	1
ARTICLE III. PRODUCTIVITY .....	1
ARTICLE IV. EMPLOYER SECURITY .....	1
ARTICLE V. EMPLOYER AUTHORITY .....	2
ARTICLE VI. UNION SECURITY.....	2
ARTICLE VII. DEFINITIONS.....	3
ARTICLE VIII. GRIEVANCE PROCEDURE .....	4
ARTICLE IX. SENIORITY .....	6
ARTICLE X. WORK SCHEDULES.....	8
ARTICLE XI. REST PERIODS.....	9
ARTICLE XII. OVERTIME.....	10
ARTICLE XIII. HOLIDAYS .....	11
ARTICLE XIV. VACATION .....	12
ARTICLE XV. SICK LEAVE .....	13
ARTICLE XVI. EMERGENCY LEAVE.....	15
ARTICLE XVII. LEAVES.....	15
ARTICLE XVIII. INSURANCE.....	16
ARTICLE XIX. PROBATIONARY PERIODS .....	18
ARTICLE XX. DISCIPLINARY AUTHORITY .....	19
ARTICLE XXI. SAVINGS CLAUSE .....	19
ARTICLE XXII. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM.....	19
ARTICLE XXIII. SAFETY.....	20
ARTICLE XXIV. UNIFORMS AND EQUIPMENT .....	20
ARTICLE XXV. WORKING OUT OF CLASSIFICATION.....	21
ARTICLE XXVI TRAINING/EDUCATION.....	21
ARTICLE XXVII. WAIVER OF BARGAINING .....	22

**ARTICLE XXVIII. DURATION..... 22**  
**ARTICLE XXIX WAGES ..... 22**  
**Appendix A –2023 Pay amounts**  
**Appendix B – 2024 Pay amounts**  
**Appendix C – Payment of Accrued Benefits (Severance) into Health Reimbursement Account**

**LABOR AGREEMENT BETWEEN THE CITY OF RED WING  
AND  
AFSCME UTILITY EMPLOYEES, LOCAL 737  
2023-2024**

**ARTICLE I. PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Red Wing, hereinafter called EMPLOYER, and AFSCME Utility Employees, Local 737, hereinafter called UNION. The intent and purpose of the Agreement is to:

1. Establish certain hours, wages and other conditions of employment;
2. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
3. Specify the full and complete understanding of the parties, and;
4. Place in written form the parties' agreement upon terms and conditions of Employment for the duration of the Agreement.

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

**ARTICLE II. RECOGNITION**

2.1 The EMPLOYER recognizes the UNION, as the exclusive representative under Minnesota Statutes, Chapter 179A for the bargaining unit consisting of the following:

All employees of the City of Red Wing Public Utilities Division, Red Wing, Minnesota, who are public employees within the meaning of Minn.Stat.179A.03, subd. 14, excluding supervisory, confidential and employees covered under the AFSCME Clerical Technical Contract and the AFSCME Public Works Contract.

**ARTICLE III. PRODUCTIVITY**

The EMPLOYER and the UNION mutually recognize the need to maintain and improve productivity in the various operations of the EMPLOYER. To that end the UNION will cooperate with the EMPLOYER in studies intended to measure and improve productivity. The UNION will also encourage its members and officers to make suggestions to the EMPLOYER that, in the judgment of said members and officers, would aid in the improving of productivity.

**ARTICLE IV. EMPLOYER SECURITY**

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

- 4.2 Any employee who engages in a strike may have his/her appointment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 4.3 An employee who is absent from any portion of his 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 prima-facie presumed to have engaged in a strike on such date or dates.
- 4.4 No employee shall be entitled to any daily pay, wages or per diem for the days on which they are engaged in a strike.

#### **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; 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.
- 5.2 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 VI. UNION SECURITY**

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

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
2. Remit such deduction to the appropriate designated officer of the UNION.
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.
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 EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this article.
5. Fair Share, as stipulated by state law, shall be deducted from the employees' payroll when authorized in writing by the employee and the UNION.

6. UNION ACTIVITY. The UNION agrees to conduct its business off the job. However, upon written notice by the UNION and mutual agreement of the Council Administrator and the UNION, the UNION may conduct business on the EMPLOYER'S property if such transactions do not interfere with EMPLOYER operations.

## **ARTICLE VII. DEFINITIONS**

- 7.1 UNION: AFSCME Utility Employees, Local 737, AFL-CIO.
- 7.2 EMPLOYER: The City of Red Wing.
- 7.3 UNION MEMBER: A member of the AFSCME Utility Employees, Local 737
- 7.4 EMPLOYEE: A member of the exclusively recognized bargaining unit as defined in Article 2 of this agreement and PELRA.
- 7.5 BASIC PAY RATE: The employee's hourly pay rate exclusive of any special allowances.
- 7.6 SENIORITY: Length of continuous service with the EMPLOYER.
- 7.7 COMPENSATORY TIME: Time off in lieu of monetary overtime compensation. A type of leave an employee can accumulate in accordance with the Fair Labor Standards Act and in lieu of overtime payment. (Article XII, subdivision 12.6).
- 7.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of normal work shift within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 7.9 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of, or early report to, an assigned shift is not a call back.
- 7.10 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation, the rights, privileges or obligations or employment.
- 7.11 PELRA: The Public Employment Labor Relations Act as contained in Minnesota Statutes, Chapter 179A as amended.
- 7.12 IMMEDIATE FAMILY: The immediate family includes the spouse, children, step-children, foster children, parents, step parents, siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, aunts, uncles, nieces, nephews, of the employee or the employee's spouse and other bona fide permanent member of the

employee's household.

7.13 **REGULAR PART-TIME EMPLOYEE:** A member of the exclusively recognized bargaining unit, as defined in the Article titled Recognition, who has completed the required probationary period, but works less than 40 hours per week. New employees hired after January 1, 2007, will move through the pay plan on a pro rata basis based on the number of hours compensated for. This would also apply to accrued benefit increases if applicable. Regular part-time employees working 20 hours or more per week would be eligible for pro-rated vacation, sick and holiday benefits. Regular part-time employees working 24 hours or more per week would be eligible for prorated health, LTD, life and ADD insurance.

#### **ARTICLE VIII. GRIEVANCE PROCEDURE**

- 8.1 **Definition of a Grievance:** A grievance is defined as a dispute or disagreement as to the interpretation of the specific terms and conditions of this Agreement.
- 8.2 **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 this Agreement.
- 8.3 **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 employee 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.

- 8.4 **Procedure:** Grievances, as defined by Section 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 ten (10) 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 (immediate supervisor) will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in

writing; setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative (Public Works Director). 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. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated representative (Council Administrator). The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to mediation subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended within ten (10) calendar days of receipt of the EMPLOYER'S Step 3 answer.

Step 5. A grievance unresolved in Step 4 must be appealed to Step 5 within fifteen (15) calendar days of the date of mediation by requesting a list of arbitrators from the Bureau of Mediation Services. The grievance shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended.

#### 8.5 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) calendar days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

8.7 Choice of Remedy: If, as a result of the written EMPLOYER response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article 8 or a procedure such as: Section 24 of the Red Wing Personnel Rules, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5, Article 8, the grievance is not subject to the arbitration procedure as provided in Step 5, Article 8. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 5 of Article 8 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article 8.

## **ARTICLE IX. SENIORITY**

9.1 Seniority shall be determined by the length of continuous service in a permanent employment status since the last date of hire with the EMPLOYER. Seasonal or temporary time worked prior to permanent appointment shall not count toward seniority. Seniority will be the determining criteria for transfers, promotions, and layoffs only if the senior employee is qualified.

9.2 Probation. New employees hired shall be probationary employees for the first six (6) months of employment. During the probationary period, a newly hired or rehired

employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned employee may be returned to their previous position at the sole discretion of the EMPLOYER. When an employee completes the probationary period, they shall be entered on the seniority roster and shall rank for seniority purposes from the last date of employment.

- 9.3 The EMPLOYER shall have the right to lay off employees if necessary. A work lay-off shall mean a reduction in the working force due to the decrease of work or other legitimate reasons. Except where otherwise mutually agreed between the EMPLOYER and the UNION, seniority shall determine the order of lay-off. Lay-off shall be in inverse order of seniority within the work classification covered by this Agreement. Recall from lay-off shall be in order of seniority within the work classification covered by this Agreement provided that if an employee does not return to work upon recall as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and the EMPLOYER, they shall automatically have terminated their employment. Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled employees shall have fourteen (14) calendar days after notification of recall by registered mail at the employee's last known address to report to work.
- 9.4 Employees laid off from their job classification shall have the right to assume lesser jobs within the bargaining unit, provided that they have more seniority than the workers they displace, they have the ability and minimum qualifications required to perform the job, and are willing to accept the contract rate of pay for performance of that job.
- 9.5 The EMPLOYER and the UNION agree that permanent vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided that applicants:
- A. Have the necessary qualifications to meet the standards of the job vacancy; and
  - B. Have the ability to perform the duties and responsibilities of the job vacancy.
- 9.6 Employees filling a higher job classification based on the provisions of this Article shall be subject to the conditions of Article XIX, Probationary Periods.
- 9.7 The EMPLOYER has the right to final decision in the selection of employees to fill posted jobs-based on qualifications, abilities, and experience. Such decisions shall be subject to the grievance procedure. Where employees meet the job qualifications, and possess the required abilities, senior employees shall be given preference. In the event an employee's seniority is bypassed, they shall, upon written request to the Director of Public Works, be given the reasons in writing.
- 9.8 Job vacancies within the designated bargaining unit will be posted for five (5) working days so members of the bargaining unit can sign the posting list and be considered for

such vacancies. Job postings shall include the position's general duties, rate of pay, classification, and initial job assignment; this general area of job assignment on the posting shall not affect the ability of the supervisor to make job assignments. All persons desiring to apply for said vacancy shall apply within that five (5) day period, or have indicated their interest on the appropriate leave form.

- 9.9 The EMPLOYER shall not be required to report any vacancy when a promoted employee reverts back to his/her former job within one month of the promotion. The EMPLOYER shall go to the previously posted list and attempt to fill the position from the other employees who have signed, or upon finding none of these employees qualified, shall hire from outside the bargaining unit. If an employee reverts back to his/her former position after one month of the promotion, then the EMPLOYER shall post the vacancy.
- 9.10 Employees may elect to sign a posting for a vacancy in accordance with the provisions of this Article, within their own job classification when the vacant position offers opportunity for promotion or improved working conditions.
- 9.11 The EMPLOYER shall not be required to report any vacancy for a promoted employee in accordance with Article XIX. If an employee reverts back to his/her former position in accordance with Article XIX, then the EMPLOYER will post the vacancy.

## **ARTICLE X. WORK SCHEDULES**

- 10.1 The sole authority in work schedules is the EMPLOYER. The normal work week shall be forty (40) hours to be accounted for by each employee through schedule of hours worked, holidays, approved training, and vacations. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.

The normal work week shall consist of either five, eight (8) consecutive hour shifts; four, nine (9) consecutive hour shifts and one, four (4) consecutive hour shift; or four, ten (10) consecutive hour shifts. Shifts are exclusive of meal periods. The EMPLOYER retains sole discretion in scheduling employees and in determining the number of eight, nine, and ten-hour shift schedules. The EMPLOYER will meet and confer with the union on proposed changes of start and end times of shifts, other than emergency scheduling of shifts. The EMPLOYER maintains its rights as the sole authority of setting start and end times of shifts.

The EMPLOYER will use its best efforts to accommodate employee-scheduling requests. Split shifts or weekly shifts not described above shall not be scheduled except by mutual agreement of the EMPLOYER and affected employee. Employees shall be scheduled to work on a regular work shift, except in cases of emergency and each work shift shall have a regular starting and quitting time. Any work scheduled over the normal work shift or forty (40) hours per week shall be considered as overtime. If the City

shall deem a change in shift necessary, the City will give the UNION fourteen (14) calendar day notice as to the change.

10.2 The following schedule shall be in effect for employees hired prior to 1/1/2022:

Saturdays & Sundays                      Premium Time (Payable at time and one-half (1½))

The following schedule shall be in effective for employees hired after 1/1/2022:

Saturdays & Sundays                      Premium Pay at 10%

An employee, if qualified, can voluntarily sign up to work weekend hours at the premium rate.

An employee notified of a shift change before the end of his/her shift shall receive their base rate of pay plus 8% for his/her entire work shift when all or a portion of the worked hours are between the hours of 5:00pm and 6:00am.

The EMPLOYER will offer premium pay as equally as possible among employees in the same job classification.

10.3 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal work shift. The EMPLOYER will give advance notice of five (5) days to the employees affected by the establishment of work shifts different from the employee's normal work shift with the exception of emergency situations.

10.4 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 normal work shift; however, each employee has an obligation to work overtime or call-backs if requested, unless unusual circumstances prevent him from so working.

10.5 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

## **ARTICLE XI. REST PERIODS**

11.1 All employees shall receive one (1) fifteen (15) minute rest period during each four (4) hour period of duty during the work day. The rest period shall be taken at a time consistent with the efficient operation of the work facility. During the rest period, shift employees shall retain full responsibility for plant operations.

- 11.2 Employees who are assigned duties other than plant operation duties, i.e., work in the field, shall rather than taking one (1) fifteen (15) minute rest period for each four (4) hour period during the day, shall take one (1) thirty (30) minute rest period during the first four (4) hour period of the day. All breaks include travel time.
- 11.3 The EMPLOYER maintains its rights as the sole authority of scheduling the unpaid meal break of thirty (30) minutes. The EMPLOYER will meet and confer with the union on any proposed scheduling changes in the unpaid meal.

## **ARTICLE XII. OVERTIME**

- 12.1 The EMPLOYER shall have the right to require employees to work additional time. All overtime compensated for by the EMPLOYER must be scheduled by, or receive authorization from the EMPLOYER.
- 12.2 Hours worked in excess of the normal work shift or more than forty (40) hours within a week's period will be compensated for at one and one-half (1 1/2) times the employee's regular base pay rate.
- 12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.4 An employee called in for work at a time other than his/her scheduled shift will be compensated for a minimum of three (3) hours pay at one and one half (1 1/2) times the employee's base pay rate. An employee called in between the hours of 11:00 P.M. and 5:00 A.M. or on a holiday will be compensated for a minimum of three (3) hours pay at two (2) times the employee's base pay rate. An extension of or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum. A call back before 5 am when scheduled to work a 7 am shift would be considered a call back and a call back after 5 am would not be considered a call back. A call back between the hours of 4:00 am and 5:00 am, will receive two (2) times the employee's base pay rate from the time of punch until 7:00 am, when the employee begins their normal shift and base pay rate. Overtime hours taken as compensatory time under this Section will be placed into the compensatory time bank at the rate earned as provided in this Section.
- 12.5 Holidays, vacation and sick leave, when in the schedule, shall be considered as hours worked for overtime purposes.
- 12.6 Compensatory Time. The following compensatory (comp) time provision shall be in compliance with the Fair Labor Standards Act. An employee may elect to earn comp time (40 hours of overtime) at the appropriate overtime rate for use under the following conditions:

Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked. Overtime hours must be approved by the employee's supervisor.

Overtime earned will be paid at the rate of one and one-half on the next regularly scheduled payroll date. The maximum compensatory time hours that an employee can accumulate for each year is 60 hours. Overtime hours worked when at the maximum shall be paid as overtime.

All compensatory time must be taken in the year earned or have at least applied for compensatory time leave in the months of January or February of the following year by the second Friday in December. Compensatory time earned but not used or applied for use in January or February by the December deadline shall be zeroed out and paid as overtime in conjunction with the last regularly scheduled pay period in December.

When the workload permits, comp time may be utilized by applying in advance and is subject to approval of the EMPLOYER. Requests will not be approved if it creates a scheduling problem or would require the City to pay additional overtime to cover for comp time used.

### **ARTICLE XIII. HOLIDAYS**

13.1 The following days shall be recognized and observed as paid holidays for employees: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and Christmas Eve half-day and New Year's Eve half-day, and one (1) floating holiday. The EMPLOYER will allow employees to use floating Holidays for Good Friday or Chief Red Wing (Columbus) Day if there is at least a minimum staffing level in their departments. When scheduling conflicts arise, the most senior employee will have priority. For employee starting or ending their employment the floating Holiday will be prorated on a calendar year basis. If the EMPLOYER grants an additional paid holiday to any other employee group of the City, said holiday shall be added to the list of paid holidays for the employees covered by this agreement.

- A. Any holiday falling on a Saturday or Sunday will be compensated for by a day off at a time designated by the EMPLOYER.
- B. Employees regularly scheduled to work on designated holidays shall be compensated at time and one-half of base or compensatory time at one and one-half (1 1/2) plus normal holiday pay with the following exception. If an unscheduled employee gets called into work at the Water Plant and/or the Waste Water Treatment Plant on a holiday and is eligible for call back pay pursuant to Article 12.4, the scheduled employee working the holiday will receive two (2) times the employee's base pay rate for the hours that the unscheduled employee also

works. A minimum of three hours pay at two (2) times the employee's base pay rate will be paid in such situations.

- C. To be eligible for holiday pay, an employee must have worked the employee's first scheduled work day following the holiday. For the purpose of this section, employees on approved paid absence shall be considered to have worked their scheduled work day before and/or after the holiday.

13.2 Christmas Eve afternoon and New Year's Eve afternoon shall be holidays. These holidays shall begin at the beginning of the second half of the employee's shift. If Christmas Day and or New Year's Day fall on Sunday or Monday, these afternoon holidays shall be celebrated on the preceding Fridays.

**ARTICLE XIV. VACATION**

14.1 Permanent employees shall accumulate vacation with pay in accordance with the following schedule:

Months of Service	Vacation Accrual Rates	
0 to 24 months (0-2yr)	3.08 hrs/biweekly	10 days/yr.
25 to 96 months (3-8yr)	4.62 hrs/biweekly	15 days/yr.
97 to 180 months (9-15yr)	6.46 hrs/biweekly	21 days/yr.
181 to 216 months (16-18yr)	6.77 hrs/biweekly	22 days/yr.
217 to 252 months (19-21yr)	7.08 hrs/biweekly	23 days/yr.
253 to 288 months (22-24yr)	7.39 hrs/biweekly	24 days/yr.
289 months+ (25+yrs)	7.69 hrs/biweekly	25 days/yr.

A vacation bank of 40 hours, provided when hired, may be used for pre-approved time off during probation or upon completion of probation. Vacation accrual will start at the 6-month mark. If an employee separates from employment during the first six months, the value equals 3.08 hours per pay period worked minus any vacation amount used.

For example, when hired, an employee receives 40 hours of vacation and works eight pay periods equaling 24.64 hours under the accrual system. During that time, they took two days off or 16 hours. That employee would receive a payout of 8.84 hours.

Part-time employees will earn on the same schedule but earn a prorated share which is in direct relation to the number of hours they work versus the 40 hour schedule, e.g. an employee who has worked 38 months and works 20 hours per week will receive 5 hours vacation per month.

- 14.2 Determinations of earned vacation time shall be computed on periods of continuous service from the employee's date of employment.
- 14.3 Earned vacation leave time may be carried over to the next year at the employee's discretion. Under no circumstances shall an employee be allowed to accrue more than two (2) times their annual accrual rate. Earned leave which is not taken over the maximum accrual shall be considered forfeited and no longer available for use by the employee.
- 14.4 The employee shall submit a vacation request two (2) weeks in advance in writing to the Supervisor. If the employee is seeking an exception to the two-week advance notice provision, the employee must submit the vacation request to the Director of Public Works or his designee for approval. Vacation leave shall be scheduled based on the operating needs of the EMPLOYER. Vacation leave may be taken in quarter hour increments.
- 14.5 An employee leaving employment voluntarily, or having been discharged, shall be compensated for any unused vacation leave earned by the employee up to the date of termination of employment. See also Appendix C if applicable.

#### **ARTICLE XV. SICK LEAVE**

- 15.1 Sick leave will be accrued at the rate of 4.62 hours bi-weekly up to a maximum of 1000 hours. After the 1000-hour maximum is reached, the employee will accrue sick leave at the rate of .92 hours bi-weekly. Sick leave may be taken in quarter hour increments.
- 15.2 The City will maintain two (2) separate accrual banks for sick leave; one for the hours accumulated to 1000 hours and one for any accrued hours over 1000 hours. If an employee has accumulated hours in both banks and they use sick time, those hours will be deducted from the initial bank; therefore earning those hours back at the higher accrual rate.
- 15.3 Sick leave with pay may be used for the following reasons:
- A. Personal illness or physical incapacity which renders the employee unable to perform assigned job duties and responsibilities.
  - B. Required medical care.
  - C. Exposure to contagious disease under circumstances in which the health of the employees with whom the employee is associated or members of the public with whom the employee deals would be endangered by the employee's attendance on duty.



D. Illness or injury to a member of the employee's immediate family which requires the employee's personal care and attendance provided adequate reasons are given to the supervisor or Department Head for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness and injury.

E. Safety Leave as defined in MN Statute 181.9413 for the assistance to the employee or to the employee's immediate family.

15.4 An employee on sick leave shall inform the Supervisor of this fact and the reasons therefore prior to the commencement of the scheduled work day. Failure to provide adequate notice of absence to the Supervisor may be cause for denial of sick leave with pay for the period of absence, or other disciplinary actions.

15.5 The EMPLOYER, at its discretion, may require written medical verification of the employee's absence.

15.6 An employee who has been unable to work for a period of three (3) days because of illness or injury, may be required before being permitted to return to work, to furnish the EMPLOYER with medical evidence that said employee is able to perform all significant duties of the job in a competent manner and without hazard to himself or others.

15.7 Abuse of sick leave without proper justification shall be grounds for disciplinary action.

15.8 An employee receiving sick leave with pay who simultaneously receives compensation under Worker's Compensation laws shall receive, for the duration of such compensation, only that portion of his regular salary which will, together with said compensation equal his regular salary. The accrued sick leave of the employee will be reduced only in proportion to the amount of compensation paid by the EMPLOYER.

15.9 Upon the resignation (provided the employee leaves in good standing), retirement or death of an employee, the EMPLOYER shall pay the employee for 1/3 of sick leave (up to 1,000 hour bank) and 1/2 of the balance in the sick bank (hours over 1,000). See also Appendix C if applicable.

15.10 An employee who participates in the health screening incentive program and meets the eligibility for the next year will be granted a wellness day in the first payroll of January to be used in that calendar year. Any individual who qualifies within the year will receive a prorated accrual and will then need to meet the eligibility for the next year. The wellness day is paid time off that the employee may use on a regularly scheduled workday for any reason with prior approval from the employee's supervisor. A wellness day may not be broken into hours and/or divided across multiple workdays and it must be used within the calendar year. Wellness days have no cash value and an unused wellness day will not be paid out to the employee under any circumstances.

## **ARTICLE XVI. EMERGENCY LEAVE**

16.1 An employee shall be granted an emergency leave with pay in the event of a death, serious injury, or a serious or contagious illness within the immediate family. Emergency leave will be deducted from the employee's sick leave balance.

16.2 Limitations: Emergency leave shall be granted only for the time necessary to attend to the emergency situation, such as time needed to travel to and from and attend a funeral including reasonable family services and events, or time needed when an immediate family member is seriously injured or ill, e.g. significant surgery, hospitalization, emergency medical service, recovery after surgery, grief counseling, estate matters, illness recovery or hospice-type arrangements.

The request for emergency leave along with a complete description of the circumstances causing the emergency leave shall be made to the employee's Department Head. Careful consideration shall be given to the nature of the emergency and the intent and purpose of this leave.

16.3 Emergency leave of one (1) day will also be granted to those employees selected as pallbearers. An employee shall be allowed three (3) days minimum of emergency leave as funeral leave for a death in the immediate family. Emergency leave beyond the three days will be evaluated on a case by case basis approved by the department head.

## **ARTICLE XVII. LEAVES**

17.1 Leaves With Pay.

- A. Employees subpoenaed as witnesses as a third-party witness not involving family members or any entity with which the employee is associated or called and selected for jury duty shall receive their regular daily compensation, less the amount of jury or witness fees paid for such period of service.
- B. Employees who are members of any reserve component of the Armed Forces of the State of Minnesota or United States shall be granted a Military leave of absence in accordance with Minnesota Statutes § 192.96 and 192.261. Leave will be granted upon the presentation to the EMPLOYER of the employee's military orders.

17.2 Leaves Without Pay.

- A. Upon written request by Permanent employees, a leave of absence without pay for personal reasons may be granted by the Council Administrator subject to endorsement by the Department Head.

- B. Determination of whether or not to grant the leave will be based on the general affect this leave will have on the EMPLOYER.
- C. Denial of such request shall be placed in writing and given to the employee.
- D. If leave is granted, such leaves of absence shall be for the time period specified and approved but in no case shall the leave exceed one (1) year. Any employee who stays longer than the approved period of leave shall be considered as resigned, except that if the employee is prevented from returning as a result of injury or illness and so notified the EMPLOYER, sick leave will apply.
- E. No vacation or sick leave benefits shall accrue during a period of Leave of Absence without pay and employees will be required to pay all health insurance premiums during the period of Leave of Absence without pay.

## **ARTICLE XVIII. INSURANCE**

18.1 The EMPLOYER agrees to maintain the existing or an equal program of life insurance and hospitalization coverage.

18.2 The EMPLOYER will provide a basic health insurance program similar to the one in effect on the date of this Contract. For family coverage, the employee will pay 11% of the gross family premium. For single coverage, the employee will pay 26% of the employee paid family premium. The annual City funding into the VEBA for the Open Access Network is \$750 single/\$1500 family. The annual City funding into the VEBA for the Limited Access Network is \$1250 single/\$2500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan.

The EMPLOYER will provide a second option for health insurance in the form of a high deductible plan. For family coverage, the employee will pay 11% of the gross family premium. For single coverage, the employee will pay 26% of the employee paid family premium. The annual City funding into the Health Savings Account or VEBA for the Open Access Network is \$1750 single/\$3500 family. The annual City funding into the Health Savings Account or VEBA for the Limited Access Network is \$2250 single/\$4500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan. The City, in its discretion, may eliminate this second option at the end of any plan year.

The EMPLOYER will provide a third option for health insurance program in the form of a high deductible/minimum value plan. For family coverage, the employee will pay 11% of the gross family premium. For single coverage, the employee will pay 26% of the employee paid family premium. The annual City funding into the Health Savings Account or VEBA for the Open Access Network is \$2625 single/\$5250 family. The annual City funding into the Health Savings Account or VEBA for the Limited Access Network is \$3125 single/\$6250 family. In 2021, the City will also provide an Accident Policy through AFLAC for those employees who participate in the high deductible/minimum value plan. Provisions of state law relating to changes in

aggregate benefit reductions apply only to the basic plan. The City, in its discretion, may eliminate this third option at the end of any plan year.

The 2021 deductible amounts are: basic health insurance program (first option) \$1500/\$3500, high deductible plan (second option) \$3500/\$7000, and high deductible/minimum value plan (third option) \$6350/\$12,700.

- 18.3 The EMPLOYER will provide a basic dental program. The employee will pay 25% of the premium.
- 18.4 The EMPLOYER will contribute 100 percent of the total monthly cost per employee towards a \$50,000 group term life insurance.
- 18.5 The EMPLOYER shall also provide group long-term disability. The entire premium for this policy shall be paid by the EMPLOYER with the benefit being taxable to the employee.
- 18.6 Employees that have the maximum accumulated sick leave to their credit who experience an injury or extended illness which causes them to use their accumulated sick leave without returning to work shall be permitted to continue their group hospitalization and life insurance policy for six months after all sick leave has been used. During the first three months of this extended period, the EMPLOYER shall pay the entire cost of the premium as if the employee were working. During the second three-month period, the employee shall pay the entire premium.
- 18.7 The EMPLOYER will allow members of the bargaining unit, upon retirement, to continue hospitalization coverage to age 65, under the existing program, at the same rate as the EMPLOYER group, but at the member's expense, provided the member assumes no other employment in which case coverage would cease and no longer be available to said member, and provided it does not result in additional cost to the EMPLOYER by way of premium structure.
- 18.8 The EMPLOYER will provide an EMPLOYEE who has an alternative source of group health coverage that is not a part of the City's group plan an opt-out payment of \$3,600 for the year. (For less than the whole year, the opt-out payment is adjusted proportionately regarding the period for which the City's health coverage would have applied.) No EMPLOYEE will be allowed to waive/reduce existing coverage unless they can offer proof of coverage under an alternative group health plan. Further, no opt-out payment is due if the City knows or has reason to know that the EMPLOYEE or any other member of the EMPLOYEE's expected tax family does not have, or will not have, the alternative coverage.

An EMPLOYEE may qualify as a participant in the Opt-Out program during the plan year if HR is notified of a qualifying life- changing event (e.g., marriage) that provides them with alternative coverage, within thirty days of the event.

The opt-out payment is paid in equal monthly installments on the EMPLOYEE'S 1<sup>st</sup> pay period of the month. If an EMPLOYEE participating in the Opt-Out program separates employment with the City during a plan year, an opt-out payment continues only through the last payroll period employed.

An opt-out and waiver of health coverage is in effect for only one (1) plan year (January 1- December 31, 2023)

## **ARTICLE XIX. PROBATIONARY PERIODS**

- 19.1 All personnel originally hired, or rehired after separation, to a permanent employment status shall serve a six month continuous probationary work period during which time the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated.
- A. All permanent personnel serving a probationary period based on an original hire, or a rehire following a separation, shall earn sick leave benefits and vacation benefits in accordance with Article XIV Vacation and Article XV Sick Leave. During the probationary period, employees may use accumulated sick and vacation leave.
  - B. During the probationary period, the employee may be terminated at the sole discretion of the EMPLOYER. An employee terminated during the probationary period shall receive a written notice of termination.
- 19.2 Employees promoted to a higher job classification shall serve a thirty (30) work day continuous probationary work period during which time the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated.
- A. At any time during the probationary period an employee may be demoted by the EMPLOYER based upon job performance, to the job classification from which the employee was promoted. An employee demoted during probationary periods shall receive written notice of such demotion, which will include reason(s) for demotion, a copy of which will be sent to the UNION.
  - B. Employees shall have the right during a promotional probationary period to voluntarily demote to their previously held job classification upon written request.
  - C. Employees serving a probationary period based on a promotion shall suffer no loss or reduction of benefits provided in this Agreement.
- 19.3 The EMPLOYER retains the right to place any new employee at a higher pay step (no greater than step 3) based upon their previous experience, training and/or

depending on market conditions affecting recruitment and/or retention. Placement at a step about the start rate shall in no way affect the probationary period or seniority status of a new hire.

## **ARTICLE XX. DISCIPLINARY AUTHORITY**

20.1 The EMPLOYER and the UNION agree that work rules and safe conditions are necessary for the efficient and safe operation of the EMPLOYER'S facilities. The parties therefore agree that the EMPLOYER may impose disciplinary action upon violation of work rules or safety regulations.

20.2 Disciplinary action by the EMPLOYER shall include:

- A. Oral Reprimand,
- B. Written Reprimand,
- C. Suspension,
- D. Demotion,
- E. Discharge.

20.3 Written documentation of disciplinary actions, other than oral reprimands, shall be entered into the employee's personnel file. Each written entry shall be read by the employee and acknowledged by signature of the employee. A copy of each disciplinary action shall be given to the employee and one copy mailed to the business agent of the UNION.

20.4 When permitted under the Minnesota Data Practices Act, employees shall have the right, upon written request, to review the contents of their own personnel file. Employees shall have the right to appeal disciplinary actions through Article VIII, Grievance Procedure. If no appeal is made of disciplinary action within ten (10) calendar days after occurrence, the right to appeal through the grievance procedure is waived.

## **ARTICLE XXI. SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota, and the charter, ordinances and resolutions of the City of Red Wing. In the event any provision of this Agreement shall be held to be contrary to such laws 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 shall continue in full force and effect. The EMPLOYER and the UNION agree to, upon written notice, enter into negotiations to place the voided provision of the Agreement in compliance with the statute. New ordinances and resolutions shall not alter provisions of the Agreement signed by the EMPLOYER and UNION.

## **ARTICLE XXII. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM**

It is agreed by the EMPLOYER and the UNION that both parties shall provide for equal opportunities and membership in the union and will not discriminate against any employee on any basis prohibited by state or federal law.

### **ARTICLE XXIII. SAFETY**

- 23.1 The EMPLOYER and the UNION agree as to the necessity of establishing safe and healthy working conditions. Employees are obligated to cooperate in the implementation of regulations establishing such conditions.
- 23.2 The UNION shall appoint one (1) employee to participate on the City-wide Safety Committee with no loss of regular pay for such participation.

### **ARTICLE XXIV. UNIFORMS AND EQUIPMENT**

24.1 The EMPLOYER will supply uniforms and cleaning service of design and type stipulated by the EMPLOYER, to all employees covered by this Agreement. Said complete uniforms must be worn by employees during all working hours. The EMPLOYER will furnish insulated coveralls which are to be left at work. Upon presentation of receipts, the City will reimburse employees up to \$250, per calendar year, for those employees who do not use the laundry service and who purchase pants, shirts, and pre-approved clothing items for work use. For those employees who use the laundry service for pants, the City will reimburse such employees with receipts up to \$109 per calendar year. For those employees who use the laundry service for shirts, the City will reimburse such employees with receipts up to \$152 per calendar year. For new employees, the amount available for reimbursement will be pro-rated based on the employee's start date.

Employees may request that a jacket be furnished by the uniform service used by the City. Jackets will be washed by the uniform service on a regular basis and another jacket provided while one jacket is washed. The amount that the City pays for the jacket will not be counted against the uniform reimbursement discussed herein.

- 24.2 EMPLOYER agrees to provide such tools and equipment as it may determine are necessary for the employees to properly perform their job function.
- 24.3 The EMPLOYER shall furnish employees with any required (OSHA or City policy) safety equipment. Such equipment will be assigned to affected employees and shall only be used for City employment purposes. Any employee authorized to purchase such equipment (e.g. boots, prescription safety glasses, lenses, and frames) may do so and the EMPLOYER will reimburse the employee up to the EMPLOYER paid amount (employee pays any excess with cash or through a payroll deduction) provided that the equipment meets or exceeds all ANSI/OSHA/EMPLOYER standards and/or specifications.

The EMPLOYER paid amount shall equal the cost of purchasing the minimum required safety equipment. Probationary employees shall purchase at their own expense any personalized safety equipment and upon successful completion of their probationary period will be reimbursed at the normal EMPLOYER paid amount (employee pays any excess).

Employees shall provide reasonable maintenance and care for such equipment and assure that it is not carelessly abused or neglected. The EMPLOYER will replace or repair such equipment when required by normal wear and tear or by bona fide accidental damage. The EMPLOYER may not replace lost or stolen equipment, if it determines that the equipment was lost or stolen due to negligence by the employee. Any equipment purchased with EMPLOYER money, or for which the employee has been reimbursed, will be promptly returned upon leaving City employment and before receiving their last paycheck.

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

### 25.1 Pay on temporary assignment:

A. Employees assigned to work in a higher paid classification shall be paid at the greater of the next highest rate on the pay schedule for said higher classification, or a minimum of .75 cents per hour for the full period of time worked on temporary assignment in that classification. Increments of less than one hour will not be submitted and hours will be rounded to the nearest quarter hour after the first hour.

B. The above stated provision shall not apply if the work is being done under supervision for the express purpose of training employees or employees under probation.

25.2 Employees promoted to a higher job classification shall receive starting pay at the next highest rate on the pay schedule with a minimum of \$1.00 per hour for said higher classification and thereafter be governed by all other provisions of the pay schedule. Employees accepting a lateral move or demotion accept that they will be permitted to return to their former position within 60 working days. Seniority in a higher-grade classification within the same department or type of work will count as seniority in the new position.

## **ARTICLE XXVI. TRAINING/EDUCATION**

26.1 Tuition reimbursement is available for members of this bargaining unit per the City's Personnel Policy.

The EMPLOYER agrees to pay for meals, lodging and fees involved in schooling. The schooling of non-licensed (and licensed) Employees shall be paid for by the EMPLOYER only when the program is approved by the EMPLOYER. The EMPLOYER



will not pay for schooling by correspondence course (or any course) that it has no control over or means of evaluating. The Public Works Director or his/her designee shall arrange, schedule, select, and permit employees to attend such schooling, according to the work needs of the Public Utilities Department.

Employees shall receive their regular rate of pay when attending school. If overtime is preapproved in order to attend the course, it will be paid in accordance with this contract.

#### **ARTICLE XXVII. WAIVER OF BARGAINING**

27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

27.2 The parties mutually acknowledge that during the negotiations that 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 the 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 XXVIII. DURATION**

This Agreement shall be effective from January 1, 2023 through December 31, 2024.

#### **ARTICLE XXIX. WAGES**

For 2023, the following rates of pay shall be effective January 1, 2023 (3% see Appendix A). For 2024, the following rates are effective January 1, 2024 (3% See Appendix B).

Witness our hands and seals this 13th day of February, 2023.

**FOR THE EMPLOYER:**

City of Red Wing

**FOR THE UNION:**

AFSCME Utility Employees, Local 737

\_\_\_\_\_  
Michael Wilson, Mayor

\_\_\_\_\_  
Max Forrester, Labor Representative

\_\_\_\_\_  
Teri Swanson, City Clerk

\_\_\_\_\_  
Logan Peterson, President

\_\_\_\_\_  
Kay Kuhlmann, City Council Administrator

\_\_\_\_\_  
Tim Eickhoff, Vice President

\_\_\_\_\_  
Tucker Gadiant, Secretary

**2023 Pay Table 3% COLA Effective 1/1/23**

Position	DBM Grade	DBM Points	Start	6 month	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Maintenance	B22	2000	\$22.87	\$23.55	\$24.24	\$24.82	\$25.61	\$26.29	\$26.98	\$27.67	\$28.36	\$29.04	\$29.72
Apprentice Assistant Operator, Locator/Apprentice Assistant Operator	B22	2000	\$22.87	\$23.55	\$24.24	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GIS Asset Management Specialist, Field & Lab Technician, Assistant Operator	B23	2333	\$25.29	\$26.05	\$26.81	\$27.56	\$28.33	\$29.09	\$29.85	\$30.60	\$31.36	\$32.13	\$32.88
Operator	B24	2750	\$28.18	\$29.03	\$29.88	\$30.72	\$31.57	\$32.41	\$33.26	\$34.10	\$34.94	\$35.79	\$36.64
Chief Plant Operator, Chief Systems Operator	B32	3250	\$31.44	\$32.37	\$33.32	\$34.27	\$35.21	\$36.15	\$37.09	\$38.04	\$38.98	\$39.92	\$40.86

Unless as noted below, employees starting at Step 1 upon hire will move to Step 2 after 6 months of employment and upon completion of probationary period and will advance to Step 3 after one year in position and will move through each step annually thereafter based on time in position anniversary date.

Apprentice Operator- Step 1: No CDL or water/waste water/collections license. Step 2: Class B CDL at time of hire or obtain within 6 months of hire. Step 3: Class A CDL at time of hire or two of the three Class D water/ waste water/collections licenses at time of hire or obtain Class A CDL within 1 year of hire. Two of the three Class D water/waste water/collections licenses must be obtained within 2 years of hire.

Assistant Operator-Begin at Step 1 for all hires and promotions who have Class A CDL and two of the three water/waste water/collections licenses. Step 2: After 6 months in position and having completed the appropriate probationary period. Step 3: After one year in position and all other steps annually thereafter based on anniversary date of time in position.

Operator- Step 1: Both Class A CDL and water/ waste water/collections license at time of hire or promotion. Step 2: After 6 months in position and having completed the appropriate probationary period. Step 3: After one year in position and all other steps annually thereafter based on anniversary date of time in position.

If the City Council authorizes (not by arbitration) cost of living adjustments to other unions or the non-union pay plan in excess of the above amounts, such additional adjustment shall prevail in lieu of the above amounts.

\*\*Employees actively working as of June 30, 2023 will receive a \$1000 stipend.

**2024 Pay Table 3% COLA Effective 1/1/24**

Position	DBM Grade	DBM Points	Start	6 month	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Maintenance	B22	2000	\$23.56	\$24.26	\$24.97	\$25.67	\$26.38	\$27.08	\$27.79	\$28.50	\$29.21	\$29.91	\$30.61
Apprentice Assistant Operator, Locator/Apprentice Assistant Operator	B22	2000	\$23.56	\$24.26	\$24.97	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GIS Asset Management Specialist, Field & Lab Technician, Assistant Operator	B23	2333	\$26.05	\$26.83	\$27.61	\$28.39	\$29.18	\$29.96	\$30.75	\$31.52	\$32.30	\$33.09	\$33.87
Operator	B24	2750	\$29.03	\$29.90	\$30.78	\$31.64	\$32.52	\$33.38	\$34.26	\$35.12	\$36.00	\$36.86	\$37.74
Chief Plant Operator, Chief Systems Operator	B32	3250	\$32.38	\$33.34	\$34.32	\$35.30	\$36.27	\$37.23	\$38.20	\$39.18	\$40.15	\$41.12	\$42.09

Unless as noted below, employees starting at Step 1 upon hire will move to Step 2 after 6 months of employment and upon completion of probationary period and will advance to Step 3 after one year in position and will move through each step annually thereafter based on time in position anniversary date.

Apprentice Operator- Step 1: No CDL or water/waste water/collections license. Step 2: Class B CDL at time of hire or obtain within 6 months of hire. Step 3: Class A CDL at time of hire or two of the three Class D water/ waste water/collections licenses at time of hire or obtain Class A CDL within 1 year of hire. Two of the three Class D water/waste water/collections licenses must be obtained within 2 years of hire.

Assistant Operator-Begin at Step 1 for all hires and promotions who have Class A CDL and two of the three water/waste water/collections licenses. Step 2: After 6 months in position and having completed the appropriate probationary period. Step 3: After one year in position and all other steps annually thereafter based on anniversary date of time in position.

Operator- Step 1: Both a Class A CDL and water/ waste water/collections license at time of hire or promotion. Step 2: After 6 months in position and having completed the appropriate probationary period. Step 3: After one year in position and all other steps annually thereafter based on anniversary date of time in position.

If the City Council authorizes (not by arbitration) cost of living adjustments to other unions or the non-union pay plan in excess of the above amounts, such additional adjustment shall prevail in lieu of the above amounts.

## **Appendix C – Payment of Accrued Benefits (Severance) into a Voluntary Employee Beneficiary Association (VEBA) Account**

The Utilities Unit chooses to provide additional funding into the VEBA as follows:

### **Unused Vacation**

1. Employees with less than 5 years of employment with the City, cash out 100% of unused vacation
2. Employees with 5 years or more employment with the City, 100% of unused vacation paid into the VEBA.

### **Unused Sick Leave payable pursuant to Section 15.9 of the Collective Bargaining Agreement**

1. Employees with less than 5 years of employment with the City, 100% of unused sick leave payable as a cash payment.
2. Employees with 5 years or more employment with the City, 100% of unused sick leave payable into the VEBA.