

PLEASE NOTE START TIME IS 6:00 P.M.

**AGENDA
MAPLEWOOD CITY COUNCIL
SPECIAL CITY COUNCIL MEETING
6:00 P.M. Monday, March 23, 2015
City Hall, Council Chambers**

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. UNFINISHED BUSINESS**
None
- E. NEW BUSINESS**
 - 1. Discussion of Status of Labor Contract Negotiations - Intent to Close Meeting (§13D.03) (No Report)
 - a) A.F.S.C.M.E., Council No.5, Local 2725
 - b) The Metro Supervisory Group (MSA)
 - c) Maplewood Confidential & Supervisory Group (MCSA)
 - d) Law Enforcement Labor Services, Inc., Local 153, Police Officers
- F. ADJOURNMENT**

MEMORANDUM

TO: Melinda Coleman, City Manager

FROM: Mike Funk, Assistant City Manager/Director of Human Resources

DATE: March 23, 2015

SUBJECT: Approval of 2015-2016 Collective Bargaining Agreements for: A.F.S.C.M.E. Council No. 5 Local 2725, Maplewood Confidential & Supervisory Group (MCSA), and the Metro Supervisory Group (MSA)

Introduction/Background

The existing contract with A.F.S.C.M.E. Council No. 5 Local 2725, Maplewood Confidential & Supervisory Group (MCSA), and the Metro Supervisory Group (MSA) expired on December 31, 2014; and it is recommended to approve new two (2) year contracts with these three groups.

The current two year contracts were approved for the period January 1st, 2013- December 31st, 2014. Although the existing contracts expired on December 31st, 2014, it remains a legally binding document until a new agreement is reached.

The City began discussions with all three of these groups in November, 2014. Since that time there have been several meetings with union representatives and the city's management team to reach compromise and agreement for a new contract.

Discussion

The City Council shall discuss the impacts of the contract and whether the contract meets the goals of the City. The framework for discussion involved the following criteria:

- Compensation and benefits do not compromise the fiscal health of the city and fit within the parameters of the revenue generated from the city's tax levy.
- Valuing City employees. That Compensation and benefits are competitive in the market so the city is in a position to retain and recruit employees
- Bring a level of parity among the contracts. There are differences in base benefit offerings that should be more consistent between the groups.
- Strengthen the relationship between management and labor
- Look for operational efficiencies in the contract to reduce city cost.

The following summarizes changes in new two (2) year agreements:

- Compensation/Wages. Staff recommends increasing the Cost of Living Adjustment (COLA) for a two-year contract as follows:
 - 2015: 2% on January 1st
 - 2016: 1% on January 9th, 1% on June 11th, 1% on September 3rd
- Insurance. The city currently offers two levels of insurance- a high deductible plan and an open access plan. For 2015, or year one of the contract, it is proposed to maintain the current cost participation splits between the city and the employee.

For 2016, or year two of the contract, the city proposes a contract re-opener. Given the uncertainty of premiums and changes to the Affordable Care Act, there are too many variables and risk to insurance terms. The city has an established "Insurance Committee"; with representation from both management and union employees.

- Holiday/Personal Holiday Time Off. This provision has been converted from days off to hours. In order to achieve parity among the contracts the city will allow 20 hours per year for 2080 employees.

Specific to A.F.S.C.M.E

- Clarified language for split shift scenario's (snow plowing)
- Increased tool allowance from \$475 to \$500 (3 employees=\$150 budget impact)
- Cleaned up list for eligible differential pay when operating certain pieces of equipment

Specific to MCSA and MSA

*No other proposed changes beyond Compensation/Wages, Insurance, and Personal Holiday Time Off (as noted above).

Budget Impact

- Wages

2 Year Union Request	\$ 770,445
Estimated increase in wages	\$ 539,707 (3.9%).
 - Health Insurance. Premiums for these two plans increased by 9.5% and 10.6%.

2014 Health Insurance Cost	\$2,558,368 (city wide)
2015 Health Insurance Cost	<u>\$2,736,501 (city wide)</u>
Increase	\$ 178,133 (6.9%)
- *2016 Contract Re-opener

Recommendation

It is recommended the City Council approve the following motion: "A motion to approve the 2015 and 2016 A.F.S.C.M.E. Council No. 5 Local 2725, Maplewood Confidential & Supervisory Group (MCSA), and the Metro Supervisory Group (MSA) Labor Agreements; and authorize the Mayor and City Manager to execute said contracts on behalf of the City".

Attachments

1. Proposed Draft Contract for A.F.S.C.M.E., Council No. 5, Local 2725 [to be provided during closed session]
2. Proposed Draft Contract for Maplewood Confidential & Supervisory Group (MCSA) [to be provided during closed session]
3. Proposed Draft Contract for Metro Supervisory Group (MSA) [to be provided during closed session]

2015-2016

LABOR AGREEMENT

BETWEEN

THE CITY OF MAPLEWOOD

AND

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

LOCAL 2725

CLERICAL/TECHNICAL

&

MAINTENANCE UNITS

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ARTICLE 1: PURPOSE OF AGREEMENT

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

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

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

ARTICLE 2: RECOGNITION

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

- Accountant
- Accounting Technician
- Administrative Assistant
- Building Attendant
- Building Custodian
- Building Inspector
- Building Inspector Apprentice
- Building Maintenance Worker
- Business Licensing Specialist
- Civil Engineer I
- Civil Engineer II
- Community Service Officer (CSO)
- Crew Chief – Mechanic
- Crew Chief – Sanitary Sewer
- Crew Chief – Storm Sewer
- Crew Chief – Street Maintenance
- Crew Chief—Park Maintenance
- Customer Service Associate
- Customer Service Representative
- Engineering Technician
- Environmental Health Official
- Environmental Planner
- Environmental/City Code Specialist
- Facility Technician
- Heavy Equipment Mechanic
- Lead Building Custodian

Lead Licensing Specialist
Licensing Specialist
Lifeguard
Maintenance Worker
Naturalist
Office Specialist
Planner
Police Records Specialist
Property Evidence Technician
Senior Engineering Technician
Vehicle Equipment Maintenance Technician

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

ARTICLE 3: DEFINITIONS

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

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

ARTICLE 4: UNION SECURITY

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

- 4.1 Fair Share Fees - Deduct fair share fees in accordance with Minnesota Statutes, Section 179A.06, Subd. 3.
- 4.2 Union Dues - Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing such deduction. Remit such deduction with an itemized statement to the appropriate designated officer of the UNION within ten days following said deduction.
- 4.3 Bulletin Board - The EMPLOYER agrees to provide and maintain one bulletin board for display of UNION notices and bulletins at each of the following facilities/areas:

1. City Hall	4. Police Department
2. Community Center	5. 1902 Building
3. Park Maintenance Building	6. Nature Center
- 4.4 Union Stewards - The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice. The EMPLOYER agrees to afford reasonable time off to those elected officials or appointed representatives of the exclusive representative for the purpose of conducting the duties of the UNION and agrees to provide for reasonable leaves of absence, without pay, to elected or appointed officials of the UNION as provided by State Statute.
- 4.5 Hold Harmless - The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 4.6 Seniority List - The EMPLOYER will normally notify the UNION of the names and job titles of new hires within two weeks of start date. On a quarterly basis, the EMPLOYER will notify the UNION of terminations from the unit.

ARTICLE 5: EMPLOYER SECURITY

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

Such termination shall be effective upon written notice served upon the employee.

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

ARTICLE 6: EMPLOYER AUTHORITY

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

ARTICLE 7: WORK SCHEDULES

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

affected by the establishment of workdays different from the employee's normal eight (8) hour workday.

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

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

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

At the employee's request, employees may work a shorter shift than that normally required and may make up the time on another shift, upon approval of their supervisor. When employees avail themselves of this approved flexible scheduling, they will not be eligible for overtime for the longer shift. Under no circumstances will an employee be

allowed to work more than forty (40) hours in a given week due to selecting this option, if they would not have been eligible to do so prior to selecting it.

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

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

ARTICLE 8: CALL BACK

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

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

ARTICLE 9: STAND BY

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

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

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

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

ARTICLE 10: MEAL AND REST PERIODS

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

ARTICLE 11: OVERTIME

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

ARTICLE 12: PROBATIONARY PERIODS

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

ARTICLE 13: SENIORITY

- 13.1 **Determining Criterion** - Seniority will be the determining criterion for transfers, newly created positions and promotions only when all other qualification factors are equal.
- 13.2 **Layoff** - In the event it becomes necessary to lay off employees for any reason, employees within a given job classification shall be laid off in inverse order of their seniority in the following order:
- a. Probationary part-time employees
 - b. Probationary full-time employees
 - c. Regular (part-time and full-time) employees
- 13.3 **Bumping** - In the event of layoffs, employees may exercise their seniority rights to a job class of equal or lower pay within the bargaining unit. To bump, the employee must meet the knowledge, skills, abilities and minimum qualifications, and pass normal required tests.
- 13.4 **Recall** - Employees shall be recalled from layoff according to seniority. No new employee shall be hired for a job classification for which a layoff has occurred until all employees on layoff status within that job classification have been given ample opportunity to return to work within eighteen (18) months of said layoff. The City will notify employees on layoff to return to work by registered mail at that employee's last recorded address. The employee must return to work within three (3) weeks of receipt of this notice in order to be eligible for re-employment.

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

ARTICLE 14: JOB POSTING

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

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

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

ARTICLE 15: DISCIPLINE

The EMPLOYER will discipline employees only for just cause.

ARTICLE 16: GRIEVANCE PROCEDURE/ARBITRATION

- 16.1 Processing of a Grievance - It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYER duties and

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

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

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

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

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

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

- 16.3 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION without prejudice to either party.
- 16.4 Arbitrator's Authority -
- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not submitted.
 - b. The arbitrator shall be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way, the application of laws.

ARTICLE 17: VACATION / ANNUAL LEAVE

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

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

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

- 17.2 Maximum Vacation Accumulation - Employees will be allowed to carry over a maximum of one and one-half (1-1/2) times his/her annual accrual rate into each successive year. (Part-time employee carryover is pro-rated based on hours worked.)
- 17.3 The EMPLOYER and UNION agree to incorporate the Annual Leave Program as adopted by the City Council on February 12, 2001 and revised on September 23, 2002. (See addendum)
- 17.4 Provisions 17.1 through 17.3 do not apply to employees who select the annual leave program.

ARTICLE 18: HOLIDAYS

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

DATE

January 1
Third Monday in January
Third Monday in February
Last Monday in May
July 4
First Monday in September
November 11
Fourth Thursday in November
Fourth Friday in November
December 25

HOLIDAY

New Years Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

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

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

ARTICLE 19: SICK LEAVE

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

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

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

Employees shall notify the EMPLOYER at or before their normally scheduled starting time of any illness for which they wish to take sick leave. The employee must submit

satisfactory proof of illness or injury by way of a doctor's certificate, if requested by the EMPLOYER.

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

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

ARTICLE 20: LEAVES OF ABSENCE

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

- 20.1 Military Leave - Military leave, with pay, for reserve training, not to exceed fifteen (15) working days per year, when ordered by the appropriate authorities.
- 20.2 Jury Duty Leave - Jury duty leave when ordered by the appropriate authorities. The EMPLOYER agrees to pay the difference between the employee's regular salary and jury duty pay if the jury duty pay is less than the employee's regular salary. If the jury is dismissed more than two (2) hours prior to the end of the employee's regular scheduled shift, the employee shall report to work. Employees who are scheduled to work evening or night shift will be changed to day shift for the period of time they are required to serve on jury duty. Employees must notify the City as soon as possible after receiving notification of their order to serve.

- 20.3 Educational Leave - Educational leaves with pay for work-related conferences and seminars which occur during regular working hours when attendance is approved by the EMPLOYER. The EMPLOYER further agrees to pay reasonable costs related to the above.
- 20.4 Funeral/Bereavement Leave - A maximum of three (3) days of funeral/bereavement leave with pay shall be extended to employees upon the death of a member of the immediate family of the employee or their spouse (i.e., spouse, children, grandchildren, parents, grandparents, brothers or sisters, sons-in-law or daughters-in-law). The maximum eligibility for funeral leave remains at 24 hours, regardless of shift length. This leave is pro-rated for part-time employees.
- 20.5 Parenting Leave -
- A. Employees who work twenty (20) or more hours per week and have been employed more than one (1) year are entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed twelve (12) weeks, and must begin not more than six (6) weeks after the birth or adoption of the child.
 - B. Employees are not required to use sick leave during parental leave but may use sick leave at their option for any period of this leave they are unable to work due to medical reasons. In addition, sick leave of up to three (3) days for a normal delivery and four (4) days for a caesarean delivery may be requested by employees in order to take the expectant mother to the hospital for delivery and during the days immediately following the birth including bringing the mother and child home. Employees on annual leave will use annual leave in lieu of sick leave unless they are eligible for deferred sick leave.
 - C. The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the leave.
 - D. If the employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. Both leaves will run concurrently until eligibility for either leave expires.
 - E. Seniority will continue to accrue during the twelve (12) week parental leave for eligible employees. Employees who have not completed their probationary period, and are therefore not covered under the law, may receive up to a maximum of two (2) weeks unpaid leave that is not adjusted for seniority with authorization of the employee's supervisor and City Manager.
 - F. Employees shall be eligible for FMLA in accordance with Federal Law.

ARTICLE 21 (RESERVED)

ARTICLE 22: INJURY ON DUTY

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

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

ARTICLE 23: INSURANCE

2015 Health Care Costs/ Contributions

- 23.1 For all full-time employees hired prior to January 1st, 2013, the employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for either the Medica Elect/Essential or Medica Choice plans. The Employer shall contribute towards the cost for insurance as follows:
- a. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.

- i. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
- b. \$1,900 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage in either the Medica Elect/Essential Plan or Medica Choice plan.
- c. \$3,200 annually into a HRA for those employees who elect family coverage in either the Medica Elect/Essential Plan or Medica Choice Plan.
- d. The City shall make such deposits for single or family HRA contributions by way of pro-rata contributions every two weeks to each employee's Health Reimbursement Account. The City will also provide a funding option which shall be available to any employee who requires earlier funding of the City's contribution due to medical event(s). In such case, the Employee shall make a request for funding to the Human Resources Coordinator and shall provide documentation supporting such request. The City shall also make a resource person available on a regular basis to the Employees to assist them with paperwork and billing issues related to the HDHP.
- e. As an incentive to participate in the Wellness Program, the City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave or 12 hours of vacation pay (for those employees still on the vacation sick plan) in lieu of receiving the contribution into the Employee's HRA.

23.2 For all employees hired on or after January 1, 2013, the following shall apply

- a. The employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for the Medica Elect/Essential plan. For any employee who chooses to participate in any other plan offered by the City, if any, the City will contribute an amount equal to the actual dollar amounts paid for single HDHP coverage towards the monthly premiums for other such plans for single coverage, and an amount equal to the actual dollar amounts paid for family HDHP coverage for families toward the monthly premiums for such plans for family coverage and the employee shall be responsible to pay any difference over and above such contributions. The Employer shall contribute towards the cost for insurance as follows:
 - i. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 - 1. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
 - ii. \$1,700 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage. For newly hired employees who have successfully completed one year of employment, the contribution shall be \$1800.00.
 - iii. \$2,700 annually into a HRA for those employees who elect family coverage. For newly hired employees who have successfully completed

one year of employment, the contribution for family coverage shall be \$2800.00.

- b. The City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave in lieu of receiving the contribution into the Employee's HRA.

2016 Health Care Costs/Contributions

- 23.3 The Employer and the Union mutually agree to re-open this contract in 2016 to negotiate health insurance costs/contributions. The re-opener is exclusive to Article 23. Should the parties fail to reach an agreement on the terms of Article 23 through good-faith negotiations, the parties mutually agree to refer the issue to binding "final offer" interest arbitration.

The Employer and the Union further agrees to actively engage in labor-management discussions and planning with regard to future citywide health insurance offerings. It is the Employer's expectation that a global agreement with all affected bargaining units will be reached by the city's insurance committee.

In the event health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act and its related regulations, the Union and the Employer will meet immediately to negotiate alternative provisions. Should the Affordable Care Act and its related regulations cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will immediately meet and, upon written mutual agreement of the parties, negotiate alternative provisions.

- 23.4 Life Insurance - The EMPLOYER shall provide a life insurance policy with a benefit value of thirty-five thousand dollars (\$35,000) for all full-time employees.
- 23.5 Long-Term Disability Insurance - The Employer will provide Long-Term Disability Insurance with the cost of such being fully paid by the EMPLOYER for full-time employees and regular part-time employees who work (and are on payroll) at 20 or more hours per week. Such Long-Term Disability Insurance shall be coordinated with other benefits provided in this contract. Employees are not eligible for vacation, sick leave and annual leave accrual while receiving Long-Term Disability payments except for hours on payroll using accrued leave. Employees who were hired into positions at 15-19 hours per week before 1-1-03 and remain continuously at 15 or more hours per week will be eligible for this benefit on a pro-rated basis as they were prior to 1-1-03.
- 23.6 Short-Term Disability Insurance - The EMPLOYER agrees to provide optional short-term disability insurance coverage for all regular employees who work 20 or more hours per week. Employees may elect this optional coverage at the Employee's cost
- 23.7 If and when AFSCME is ready to negotiate a Retiree Health Savings Plan, the City will schedule a meeting to begin the process.
- 23.8 Employees will be eligible to elect coverage in the City's optional Long-term care benefit at the employees cost, if they meet the criteria established in the plan.

ARTICLE 24: UNIFORMS

Employees in Building, Street, Park, Utility and Vehicle Maintenance shall be provided with uniforms maintained by the EMPLOYER. The EMPLOYER will provide uniforms for CSO and CSO/Paramedic positions. Lifeguard staff will be provided with three (3) sets of t-shirts and shorts annually. Engineering Techs and Building Inspectors who regularly work in the field shall be reimbursed up to seventy-five dollars (\$75.00) towards the cost of appropriate outerwear upon production of proper documentation of such expenses. All other regular part-time Park and Recreation employees will be provided with three (3) shirts on an annual basis. One (1) set of appropriate outerwear will be provided for Park, Utility, and Street Maintenance Workers, the Mechanics, Engineer Technicians, Building Inspectors, and the Environmental Health Officer. This outerwear is not to be used outside of City work and will normally be kept on City premises. No additional outerwear will be provided unless the outerwear was obviously ruined at work.

The EMPLOYER agrees to pay up to \$200 toward the cost of safety-toed boots annually for those employees required by the EMPLOYER to wear them. The EMPLOYER will pay for a second pair (if needed) due to the boots being obviously ruined at work. If a second pair is needed, it is understood the employee will normally not need a new pair the following year.

ARTICLE 25: TRAVEL AND MEAL ALLOWANCE

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

25.2 **Meals** -

- A. If employees are required to travel outside of the area in performance of their duties as a City employee, they will receive reimbursement of expenses for meals, lodging and necessary expenses incurred. However, the City will not reimburse employees for meals connected with training held within Maplewood City limits, unless meals are provided as part of the training. Reimbursement for travel expenses will be allowed at coach rates for air travel.
- B. For in state training approved by the City Manager, the Employer will pay for the conference fees, transportation costs and reasonable costs for meals and lodging for full-time employees.
- C. Expenses for meals, including sales tax and gratuity, will be reimbursed according to the following limits and procedures. No reimbursement will be made for alcoholic beverages. Per diem meal and incidental expenses as set forth in the annual General Services Administration Meals and Incidentals Expenses Table located on the internet at www.gsa.gov/mie will be allowed without receipts being required. Seventy five percent of the per diem is allowed for travel days as set forth in that table. If less than three meals are purchased, deductions to the per diem or the meal allowance maximum will be made in the amounts as set forth in that table. Also, if a meal is provided as part of the training, seminar, conference or other event being attended, an appropriate deduction shall also be made for that meal. Full reimbursements, over the maximums specified, will be authorized

for all employees if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

ARTICLE 26: PERSONNEL FILES

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

ARTICLE 27: NONDISCRIMINATION

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

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

ARTICLE 28: LEGAL DEFENSE

- 28.1 No Legal Defense - Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision outside the scope of their employment may not receive legal defense by the City.
- 28.2 Reimbursement for Legal Defense - Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of their employment, when such act is performed in good faith and under direct order of their supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 29: REQUIRED LICENSES

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

ARTICLE 30: SAFETY

- 30.1 Joint Safety – The Employer and the Bargaining Group agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage Employees to work in a safe manner.
- 30.2 Safety Committee – The Bargaining Group shall designate an employee and at least one alternate to serve on the City Labor Management Safety Committee.

ARTICLE 31: LEADPERSON

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

ARTICLE 32: TOOLS

Those employees classified as mechanics (Mechanic Crew Chief, Heavy Equipment Mechanic and VEM Technician) shall be paid an annual tool allowance of up to \$500 effective 1-1-2015 and thereafter on the condition that employees provide receipts and they are reimbursed based on the receipts. Said mechanics agree to provide, at no expense to the City, all basic tools (including metric) necessary for the performance of their jobs, excluding special tools. The City will provide all special tools required to perform the duties of the job. The annual tool allowance will be pro-rated in the first and last year of employment based on percentage of the year worked. In addition, the supervisor must approve all tool reimbursements allowed by this provision in an employee's last year of service with the City.

ARTICLE 33: EDUCATION

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

ARTICLE 34: RESERVED

ARTICLE 35: WAGE SCHEDULE

35.1 Cost of Living:

Employees shall receive the following COLA increases: 2% effective 1/1/2015, 1% effective 1/9/2016, 1% effective 6/11/2016, and 1% effective 9/3/2016. Such increases are reflected in the Salary Ranges in Appendices A and B.

If the Employer agrees to any better COLA increases for any other bargaining groups in 2015-2016, then the City shall apply those same increases to this Agreement as well.

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

The new salary ranges have eight (8) steps. Movement within the range is based on a combination of time in position and performance. Employees will be eligible for step movement once per year on their anniversary date until they reach Step 8. If an employee received a performance rating that is below satisfactory (below good) on any of the major performance dimensions, their step movement will be delayed until such

time as they have received two consecutive fully satisfactory performance reviews. Once a delayed increase is provided, the new eligibility date for pay increases for that employee will change to the date the delayed increase went into effect.

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

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

Those with 15 years of service will receive an additional \$5/month (to \$125)

Those with 20 years of service will receive an additional \$10 (to \$130)

Those with 25 years of service will receive an additional \$15 (to \$135)

Those with 30 years of service will receive an additional \$20 (to \$140)

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

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

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

ARTICLE 36: WAIVER

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

ARTICLE 37: SAVINGS CLAUSE

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

ARTICLE 38: DURATION

This AGREEMENT shall be effective January 1, 2015, and shall remain in full force and effect until the thirty-first (31st) day of December 2016.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the _____ day of _____, 2015.

FOR THE CITY:

Mayor

City Manager

Human Resource Department

FOR THE UNION:

APPENDIX A

A.F.S.C.M.E. January 1, 2015 – January 8, 2016 Salary Ranges (2% increase)

Step	1	2	3	4	5	6	7	8		
Accountant	29.41	30.87	32.42	34.03	35.05	36.11	36.83	37.57		
Accounting Technician	21.57	22.65	23.79	24.97	25.70	26.49	27.01	27.56		
Administrative Assistant	20.86	21.91	22.99	24.16	24.88	25.62	26.13	26.64		
Building Attendant	11.73	12.32	12.93	13.58	13.98	14.40	14.69	14.98		
Building Custodian	17.06	17.93	18.83	19.77	20.34	20.97	21.37	21.82		
Building Inspector	28.24	29.66	31.14	32.70	33.68	34.69	35.38	36.08		
Building Inspector Apprentice	22.59	23.73	24.91	26.15	26.94	27.73	28.31	28.86		
Building Maintenance Worker	18.78	19.73	20.69	21.73	22.38	23.06	23.51	23.98		
Civil Engineer I	29.92	31.41	33.00	34.64	35.69	36.75	37.49	38.24		
Civil Engineer II	32.92	34.57	36.30	38.12	39.26	40.43	41.23	42.06		
CSO	19.05	20.00	20.99	22.04	22.72	23.40	23.85	24.34		
Customer Service Associate	9.78	10.29	10.79	11.34	11.67	12.02	12.26	12.52		
Customer Service Representative	13.83	14.52	15.22	15.99	16.49	16.97	17.30	17.67		
Customer Service Rep, Senior	15.20	15.96	16.76	17.60	18.14	18.67	19.05	19.42		
Engineering Technician	22.52	23.67	24.86	26.10	26.89	27.68	28.24	28.78		
Engineering Technician, Sr Environmental/City Code Specialist	27.94	29.31	30.79	32.33	33.29	34.30	34.99	35.69		
Environmental Health Official	22.59	23.73	24.91	26.15	26.94	27.73	28.31	28.86		
Environmental Planner	28.51	29.93	31.43	33.00	33.98	35.01	35.71	36.42		
Environmental Planner	33.07	34.73	36.47	38.29	39.44	40.62	41.44	42.28		
Facility Technician	19.60	20.58	21.61	22.70	23.38	24.06	24.55	25.05		
Heavy Equipment Mechanic	22.36	23.47	24.63	25.89	26.65	27.47	28.01	28.58		
Lead Custodian	19.60	20.58	21.61	22.70	23.38	24.06	24.55	25.05		
Lead Licensing Specialist	23.98	25.17	26.45	27.74	28.61	29.47	30.05	30.65		
Lifeguard	11.11	11.68	12.26	12.87	13.25	13.66	13.92	14.20		
Maintenance Worker	21.81	22.90	24.04	25.26	26.01	26.78	27.32	27.87	28.34	28.86
Maintenance Trainee	19.82	20.77								
Mechanic Crew Chief	24.58	25.82	27.11	28.48	29.31	30.19	30.80	31.41		
Naturalist Office/Licensing/PD Records Spec.	23.54	24.72	25.97	27.24	28.07	28.93	29.51	30.09		
	19.25	20.21	21.23	22.29	22.94	23.62	24.12	24.59		
Park Maintenance Crew Chief	23.98	25.19	26.45	27.74	28.61	29.46	30.05	30.65		
Planner	28.75	30.20	31.72	33.29	34.30	35.33	36.04	36.77		
Property Evidence Technician	19.60	20.58	21.61	22.70	23.38	24.06	24.55	25.05		
Sanitary Sewer Crew Chief	23.98	25.19	26.45	27.74	28.61	29.46	30.05	30.65		
Storm Sewer Crew Chief	23.98	25.19	26.45	27.74	28.61	29.46	30.05	30.65		
Street Maintenance Crew Chief	23.98	25.19	26.45	27.74	28.61	29.46	30.05	30.65		
VEM Technician	18.99	19.93	20.93	21.98	22.61	23.31	23.78	24.26		

APPENDIX B

A.F.S.C.M.E. January 9 – June 10, 2016 Salary Ranges (1% increase)

Step	1	2	3	4	5	6	7	8		
Accountant	29.70	31.18	32.74	34.37	35.40	36.47	37.20	37.95		
Accounting Technician	21.79	22.88	24.03	25.22	25.96	26.75	27.28	27.84		
Administrative Assistant	21.07	22.13	23.22	24.40	25.13	25.88	26.39	26.91		
Building Attendant	11.85	12.44	13.06	13.72	14.12	14.54	14.84	15.13		
Building Custodian	17.23	18.11	19.02	19.97	20.54	21.18	21.58	22.04		
Building Inspector	28.52	29.96	31.45	33.03	34.02	35.04	35.73	36.44		
Building Inspector Apprentice	22.82	23.97	25.16	26.41	27.21	28.01	28.59	29.15		
Building Maintenance Worker	18.97	19.93	20.90	21.95	22.60	23.29	23.75	24.22		
Civil Engineer I	30.22	31.72	33.33	34.99	36.05	37.12	37.86	38.62		
Civil Engineer II	33.25	34.92	36.66	38.50	39.65	40.83	41.64	42.48		
CSO	19.24	20.20	21.20	22.26	22.95	23.63	24.09	24.58		
Customer Service Associate	9.88	10.39	10.90	11.45	11.79	12.14	12.38	12.65		
Customer Service Representative	13.97	14.67	15.37	16.15	16.65	17.14	17.47	17.85		
Customer Service Rep, Senior	15.35	16.12	16.93	17.78	18.32	18.86	19.24	19.61		
Engineering Technician	22.75	23.91	25.11	26.36	27.16	27.96	28.52	29.07		
Engineering Technician, Sr Environmental/City Code Specialist	22.82	23.97	25.16	26.41	27.21	28.01	28.59	29.15		
Environmental Health Official	28.80	30.23	31.74	33.33	34.32	35.36	36.07	36.78		
Environmental Planner	33.40	35.08	36.83	38.67	39.83	41.03	41.85	42.70		
Facility Technician	19.80	20.79	21.83	22.93	23.61	24.30	24.80	25.30		
Heavy Equipment Mechanic	22.58	23.70	24.88	26.15	26.92	27.74	28.29	28.87		
Lead Custodian	19.80	20.79	21.83	22.93	23.61	24.30	24.80	25.30		
Lead Licensing Specialist	24.22	25.42	26.71	28.02	28.90	29.76	30.35	30.96		
Lifeguard	11.22	11.80	12.38	13.00	13.38	13.80	14.06	14.34		
Maintenance Worker	22.03	23.13	24.28	25.51	26.27	27.05	27.59	28.15	28.62	29.15
Maintenance Trainee	20.02	20.98								
Mechanic Crew Chief	24.83	26.08	27.38	28.76	29.60	30.49	31.11	31.72		
Naturalist Office/Licensing/PD Records Spec.	23.78	24.97	26.23	27.51	28.35	29.22	29.81	30.39		
Park Maintenance Crew Chief	24.22	25.44	26.71	28.02	28.90	29.75	30.35	30.96		
Planner	29.04	30.50	32.04	33.62	34.64	35.68	36.40	37.14		
Property Evidence Technician	19.80	20.79	21.83	22.93	23.61	24.30	24.80	25.30		
Sanitary Sewer Crew Chief	24.22	25.44	26.71	28.02	28.90	29.75	30.35	30.96		
Storm Sewer Crew Chief	24.22	25.44	26.71	28.02	28.90	29.75	30.35	30.96		
Street Maintenance Crew Chief	24.22	25.44	26.71	28.02	28.90	29.75	30.35	30.96		
VEM Technician	19.18	20.13	21.14	22.20	22.84	23.54	24.02	24.50		

A.F.S.C.M.E. June 11 – September 2, 2016 Salary Ranges (1% increase)

Step	1	2	3	4	5	6	7	8		
Accountant	30.00	31.49	33.07	34.71	35.75	36.83	37.57	38.33		
Accounting Technician	22.01	23.11	24.27	25.47	26.22	27.02	27.55	28.12		
Administrative Assistant	21.28	22.35	23.45	24.64	25.38	26.14	26.65	27.18		
Building Attendant	11.97	12.56	13.19	13.86	14.26	14.69	14.99	15.28		
Building Custodian	17.40	18.29	19.21	20.17	20.75	21.39	21.80	22.26		
Building Inspector	28.81	30.26	31.76	33.36	34.36	35.39	36.09	36.80		
Building Inspector Apprentice	23.05	24.21	25.41	26.67	27.48	28.29	28.88	29.44		
Building Maintenance Worker	19.16	20.13	21.11	22.17	22.83	23.52	23.99	24.46		
Civil Engineer I	30.52	32.04	33.66	35.34	36.41	37.49	38.24	39.01		
Civil Engineer II	33.58	35.27	37.03	38.89	40.05	41.24	42.06	42.90		
CSO	19.43	20.40	21.41	22.48	23.18	23.87	24.33	24.83		
Customer Service Associate	9.98	10.49	11.01	11.56	11.91	12.26	12.50	12.78		
Customer Service Representative	14.11	14.82	15.52	16.31	16.82	17.31	17.64	18.03		
Customer Service Rep, Senior	15.50	16.28	17.10	17.96	18.50	19.05	19.43	19.81		
Engineering Technician	22.98	24.15	25.36	26.62	27.43	28.24	28.81	29.36		
Engineering Technician, Sr Environmental/City Code Specialist	28.50	29.90	31.41	32.98	33.96	34.99	35.69	36.41		
Environmental Health Official	23.05	24.21	25.41	26.67	27.48	28.29	28.88	29.44		
Environmental Planner	29.09	30.53	32.06	33.66	34.66	35.71	36.43	37.15		
Environmental Planner	33.73	35.43	37.20	39.06	40.23	41.44	42.27	43.13		
Facility Technician	20.00	21.00	22.05	23.16	23.85	24.54	25.05	25.55		
Heavy Equipment Mechanic	22.81	23.94	25.13	26.41	27.19	28.02	28.57	29.16		
Lead Custodian	20.00	21.00	22.05	23.16	23.85	24.54	25.05	25.55		
Lead Licensing Specialist	24.46	25.67	26.98	28.30	29.19	30.06	30.65	31.27		
Lifeguard	11.33	11.92	12.50	13.13	13.51	13.94	14.20	14.48		
Maintenance Worker	22.25	23.36	24.52	25.77	26.53	27.32	27.87	28.43	28.91	29.44
Maintenance Trainee	20.22	21.19								
Mechanic Crew Chief	25.08	26.34	27.65	29.05	29.90	30.79	31.42	32.04		
Naturalist Office/Licensing/PD Records Spec.	24.02	25.22	26.49	27.79	28.63	29.51	30.11	30.69		
Park Maintenance Crew Chief	19.63	20.61	21.65	22.74	23.40	24.10	24.60	25.09		
Planner	24.46	25.69	26.98	28.30	29.19	30.05	30.65	31.27		
Planner	29.33	30.81	32.36	33.96	34.99	36.04	36.76	37.51		
Property Evidence Technician	20.00	21.00	22.05	23.16	23.85	24.54	25.05	25.55		
Sanitary Sewer Crew Chief	24.46	25.69	26.98	28.30	29.19	30.05	30.65	31.27		
Storm Sewer Crew Chief	24.46	25.69	26.98	28.30	29.19	30.05	30.65	31.27		
Street Maintenance Crew Chief	24.46	25.69	26.98	28.30	29.19	30.05	30.65	31.27		
VEM Technician	19.37	20.33	21.35	22.42	23.07	23.78	24.26	24.75		

A.F.S.C.M.E. September 3 – December 31, 2016 Salary Ranges (1% increase)

Step	1	2	3	4	5	6	7	8		
Accountant	30.30	31.80	33.40	35.06	36.11	37.20	37.95	38.71		
Accounting Technician	22.23	23.34	24.51	25.72	26.48	27.29	27.83	28.40		
Administrative Assistant	21.49	22.57	23.68	24.89	25.63	26.40	26.92	27.45		
Building Attendant	12.09	12.69	13.32	14.00	14.40	14.84	15.14	15.43		
Building Custodian	17.57	18.47	19.40	20.37	20.96	21.60	22.02	22.48		
Building Inspector	29.10	30.56	32.08	33.69	34.70	35.74	36.45	37.17		
Building Inspector Apprentice	23.28	24.45	25.66	26.94	27.75	28.57	29.17	29.73		
Building Maintenance Worker	19.35	20.33	21.32	22.39	23.06	23.76	24.23	24.70		
Civil Engineer I	30.83	32.36	34.00	35.69	36.77	37.86	38.62	39.40		
Civil Engineer II	33.92	35.62	37.40	39.28	40.45	41.65	42.48	43.33		
CSO	19.62	20.60	21.62	22.70	23.41	24.11	24.57	25.08		
Customer Service Associate	10.08	10.59	11.12	11.68	12.03	12.38	12.63	12.91		
Customer Service Representative	14.25	14.97	15.68	16.47	16.99	17.48	17.82	18.21		
Customer Service Rep, Senior	15.66	16.44	17.27	18.14	18.69	19.24	19.62	20.01		
Engineering Technician	23.21	24.39	25.61	26.89	27.70	28.52	29.10	29.65		
Engineering Technician, Sr Environmental/City Code Specialist	28.79	30.20	31.72	33.31	34.30	35.34	36.05	36.77		
Environmental Health Official	23.28	24.45	25.66	26.94	27.75	28.57	29.17	29.73		
Environmental Planner	29.38	30.84	32.38	34.00	35.01	36.07	36.79	37.52		
Facility Technician	34.07	35.78	37.57	39.45	40.63	41.85	42.69	43.56		
Heavy Equipment Mechanic	20.20	21.21	22.27	23.39	24.09	24.79	25.30	25.81		
Lead Custodian	23.04	24.18	25.38	26.67	27.46	28.30	28.86	29.45		
Lead Licensing Specialist	20.20	21.21	22.27	23.39	24.09	24.79	25.30	25.81		
Lifeguard	24.70	25.93	27.25	28.58	29.48	30.36	30.96	31.58		
Maintenance Worker	11.44	12.04	12.63	13.26	13.65	14.08	14.34	14.62		
Maintenance Trainee	22.47	23.59	24.77	26.03	26.80	27.59	28.15	28.71	29.20	29.73
Mechanic Crew Chief	20.42	21.40								
Naturalist	25.33	26.60	27.93	29.34	30.20	31.10	31.73	32.36		
Office/Licensing/PD Records Spec.	24.26	25.47	26.75	28.07	28.92	29.81	30.41	31.00		
Park Maintenance Crew Chief	19.83	20.82	21.87	22.97	23.63	24.34	24.85	25.34		
Planner	24.70	25.95	27.25	28.58	29.48	30.35	30.96	31.58		
Property Evidence Technician	29.62	31.12	32.68	34.30	35.34	36.40	37.13	37.89		
Sanitary Sewer Crew Chief	20.20	21.21	22.27	23.39	24.09	24.79	25.30	25.81		
Storm Sewer Crew Chief	24.70	25.95	27.25	28.58	29.48	30.35	30.96	31.58		
Street Maintenance Crew Chief	24.70	25.95	27.25	28.58	29.48	30.35	30.96	31.58		
VEM Technician	24.70	25.95	27.25	28.58	29.48	30.35	30.96	31.58		
	19.56	20.53	21.56	22.64	23.30	24.02	24.50	25.00		

APPENDIX C

DIFFERENTIAL PAY

- A. Employees operating the following equipment shall be paid a differential of \$1.00 per hour in addition to their regular wage while they operate the following heavy equipment:

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

- B. Differential pay for leadperson shall be \$1.08 per hour. (See Article 31)
- C. Differential pay for Lifeguard as Water Safety Instructor or Head Lifeguard shall be \$1.00 per hour.
- E. Differential pay for Customer Service Representative and Customer Service Associate as Manager on Duty shall be \$1.00 per hour.

APPENDIX D

CITY OF MAPLEWOOD ANNUAL LEAVE PROGRAM

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

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

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

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

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

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

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

D. Accrual Rates -

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

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

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

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

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

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

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

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

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

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

- J. Unpaid Leave - Unpaid leaves may be approved in accordance with the City Personnel Policies. Employees must normally use all accrued annual leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave, the employee may retain a balance of forty (40) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the City Manager.

- K. Sick Leave Conversion - There are various sick leave conversion programs in existence which cover different employee groups. Some programs vary within a particular group based on hire date. Employees who have annual leave will be able to convert some hours to cash or deferred compensation as described below. Employees who remained with the vacation and sick leave program may continue to convert sick leave and/or vacation based on programs they were eligible for prior to the adoption of annual leave (May 5, 2001).

- L. Annual Leave Conversion - Annual leave will be eligible for conversion to cash or deferred compensation (subject to IRS maximum deferral regulations) annually on a one-for-one basis subject to the following conditions. Up to 40% of the annual leave balance, not to exceed eighty (80) hours, may be converted each year provided the employee has used a minimum of 30% of their annual accrual during the current calendar year and has a minimum balance of at least 176 hours. The minimum balance requirement will be determined as of the first payroll in December and will be based on the employee's current hourly rate on December 1.

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

2015-2016

LABOR AGREEMENT

BETWEEN

THE CITY OF MAPLEWOOD

AND

THE METRO SUPERVISORY GROUP

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement entered into as of January 1, 2011 between the City of Maplewood, Minnesota, Municipal Corporation, hereinafter called "Employer" and /or "City", and Metro Supervisory GROUP hereinafter called the "Collective Bargaining Group" and/or "Group." It is the intent and purpose of this agreement to:

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

The Employer and the Collective Bargaining Group through this agreement, continue their dedication to the highest quality public service. Both Parties recognize this agreement as a pledge of this dedication.

ARTICLE 2: RECOGNITION

The Employer recognizes the GROUP as the exclusive representative under Minnesota Statutes, Section 179A.03 Subd. 8 as an appropriate bargaining unit consisting of the following job classifications:

Aquatic Program Manager
Assistant Building Official
Banquet & Events Manager
Building Official
Chief Building Engineer
Citizen Services Supervisor
Community Center Operations Manager
Fitness Supervisor
Lead Naturalist
Member Services Supervisor
Natural Resources Coordinator
Park Maintenance Foreman
Parks Manager
Recreation Coordinator
Recreation Program Specialist
Recreation Manager
Senior Planner

ARTICLE 3: DEFINITIONS

- 3.1 Metropolitan Supervisory GROUP (GROUP)
- 3.2 Employer - The City of Maplewood, Minnesota.
- 3.3 Employee - A member of the exclusively recognized bargaining GROUP as set forth in Article 2 of this Agreement employed by the City of Maplewood.
- 3.4 Base Pay Rate - Employee's hourly pay rate exclusive of longevity pay or any other special allowances.

- 3.5 Seniority - Employee's length of continuous service with the Employer.
- 3.6 Severance Pay - Payment made to an Employee upon termination of employment as provided in Article 19.7.
- 3.7 Grievance - A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 3.8 Regular Full-Time Employee - An Employee who is holding a position with the City of Maplewood, that is not temporary or seasonal in nature and is expected to work at least forty (40) hours per week.
- 3.9 Regular Part-Time Employee- An Employee who is holding a position with the City of Maplewood and is regularly expected to work more than fourteen (14) hours and less than thirty-six (36) hours per week but may work more hours on occasion.
- 3.10 Job Class Seniority – Employee's length of continuous service in a job classification.
- 3.11 Exempt - Not covered by the federal and state Fair Labor Standards Act overtime requirements.
- 3.12 Non-Exempt - Covered by the federal and state Fair Labor Standards Act overtime requirements.

ARTICLE 4: GROUP SECURITY

In recognition of the GROUP as the exclusive representative, the Employer shall:

- 4.1 Deduct an amount sufficient per pay period to provide the payment of initiation fees established by the GROUP from the wages of all Employees who have authorized in writing such deduction.
- 4.2 Deduct fair share fees in accordance with Minnesota Statutes, Section 179A.06, Subd. 3 and remit such deduction, with an itemized statement, to the appropriate designated officer of the GROUP within ten (10) days following said deduction.
- 4.3 Deduct, each payroll period, an amount sufficient to provide the payment of dues established by the GROUP from the wages of all Employees who have authorized such deduction. Remit such deduction with an itemized statement to the appropriate designated officer of the GROUP within ten days following said deduction.
- 4.4 Furnish and maintain one (1) bulletin board, in a convenient place, in the Maplewood City Hall Building and in the Maplewood Community Center which may be used by the GROUP for posting proper notices and bulletins.
- 4.5 The GROUP may designate certain Employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice. The Employer agrees to afford reasonable time off, without pay, to elected officials or appointed representatives of the exclusive representative for the purpose of conducting the duties of the GROUP and agrees to provide for reasonable leaves of absence, without pay, to elected or appointed officials of the GROUP as provided by Minnesota Statute 179A.07, Subd.6.
- 4.6 The GROUP 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.

ARTICLE 5: EMPLOYER SECURITY

The GROUP agrees that during the term of this Agreement the GROUP will not cause, encourage, participate in or support any strike, intentional slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 6: EMPLOYER AUTHORITY

- 6.1 The Employer retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend policies, procedures and budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this agreement.
- 6.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 7: WORK SCHEDULES

- 7.1 The sole authority for determining work schedules is the Employer. The Employee, with the approval of the supervisor, may work a flexible schedule.
- 7.2 Service to the public may require the establishment of regular shifts other than the normal work day or work week. The Employer will give advance notice to Employees affected by the establishment 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 need be given. It is not required that an Employee working other than the normal workday be scheduled to work more than eight (8) hours; however, each Employee has an obligation to work overtime or call-backs, if requested, unless unusual circumstances prevent him/her from so working.
- 7.4 Service to the public may require the establishment of regular workweeks that include work on Saturdays and/or Sundays.
- 7.5 Any permanent changes in the work schedule should be preceded with a four (4) week notice to the affected Employees.

ARTICLE 8: MEAL AND REST PERIODS

An Employee may take an unpaid one (1) hour meal period and two (2) fifteen (15) minute rest periods (with pay) during a normal workday at times determined by the Employer. Rest periods shall be taken at the site of working operations.

ARTICLE 9: PROBATIONARY PERIODS

- 9.1 All newly hired or rehired Employees will serve a one (1) year probationary period. At any time during the probationary period a newly hired or re-hired Employee may be terminated at the sole discretion of the Employer.

- 9.2 All Employees promoted or transferred will serve a one (1) year probationary period in any job classification in which the Employee has not served a probationary period. At any time during the probationary period a promoted or reassigned Employee may be reassigned to the Employee's previous position at the sole discretion of the Employer.
- 9.3 At any time during the first fifteen (15) calendar days of the probationary period a promoted Employee may be reassigned to the Employee's previous position at the discretion of the Employee.

ARTICLE 10: SENIORITY

- 10.1 In the event it becomes necessary to lay off Employees for any reason, Employees within a given job classification shall be laid off in inverse order of their job class seniority in the following order:
- a. Probationary part-time Employees
 - b. Probationary full-time Employees
 - c. Regular part-time Employees
 - d. Regular full-time Employees
- 10.2 Employees shall be recalled from layoff according to their job classification seniority. No new Employee shall be hired for a job classification for which a layoff has occurred until all Employees on layoff status within that job classification have been given ample opportunity to return to work within eighteen (18) months of said layoff. The Employer will notify Employees on layoff to return to work by registered mail, at that Employee's last recorded address. The Employee must return to work within three (3) weeks of receipt of this notice to be eligible for re-employment.
- 10.3 Employees promoted or transferred outside the bargaining unit shall maintain their job classification seniority in the unit for thirty (30) days.
- 10.4 The Employer agrees to provide the GROUP, upon request, a seniority list not more than four (4) times per year.
- 10.5 For purposes of seniority, an Employee's continuous service record shall be interrupted through voluntary resignation, discharge for just cause and retirement.

ARTICLE 11: JOB POSTING

- 11.1 The Employer and the GROUP agree that regular job vacancies or newly created job classifications within the designated bargaining unit shall be filled based on the concept of promotion from within, provided applicants:
- a. meet the qualifications of the job; and
 - b. can perform the duties and responsibilities of the job.
- 11.2 The Employer has the right of final decision in the selection of Employees to fill jobs based on qualifications, abilities and experience.
- 11.3 Job vacancies within the designated bargaining unit will be posted for ten (10) working days so members of the bargaining unit can be given first consideration for such vacancies.

ARTICLE 12: DISCIPLINE

- 12.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 12.2 Suspensions, demotions and discharges will be in written form.

ARTICLE 13: GRIEVANCE PROCEDURE/ARBITRATION

- 13.1 It is recognized and accepted by the GROUP and the Employer that processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employer duties and responsibilities. The aggrieved Employee and the GROUP representative shall be allowed a reasonable amount of time, without loss in pay, when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the GROUP representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. The designated supervisor shall schedule an approved absence within five (5) workdays after the request for an absence has been requested.
- 13.2 Any grievance or dispute between the parties relative to the application, meaning or interpretation of this Agreement shall be settled in the following manner:
- Step 1. The GROUP steward, with or without the Employee, shall present the grievance or dispute to the Employee's immediate supervisor within twenty-one (21) calendar days after such alleged violation has occurred; except in cases of discharge which must have a written grievance filed within five (5) working days after discharge of the Employee. The supervisor shall attempt to resolve the matter and shall respond to the steward within seven (7) calendar days.
- Step 2. If the grievance has not been settled in accordance with Step 1, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, by the GROUP steward or his/her designee to the proper supervisor within fourteen (14) calendar days after the supervisor's response is due. The supervisor or his/her designee will respond to the GROUP steward in writing within seven (7) calendar days.
- Step 3. If the grievance has not been settled in accordance with Step 2, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, by the GROUP steward or his/her designee and GROUP business representative to the City Manager within fourteen (14) days after the supervisor's response is due. The City Manager or his/her designee will respond to the GROUP steward in writing within seven (7) calendar days.
- Step 4. If the grievance is still unsettled in accordance with Step 3, the GROUP may, within fourteen (14) calendar days after the City Manager's reply is due, give notice of its intention to submit the issue to arbitration by giving written notice, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested, to the other party. The arbitration proceeding shall be conducted by an arbiter

to be selected by the Employer and the GROUP within seven (7) calendar days after the GROUP requests such action. If the party fails to select an arbiter, the State Bureau of Mediation Services will be requested by either or both parties to provide a panel of seven (7) arbiters. Both the Employer and the GROUP shall have the right to strike three (3) names from the panel. The GROUP shall strike the first name, the other party shall strike one (1) name, the process will be repeated, and the remaining person shall be the arbiter. The decision of the arbiter shall be final and binding on the parties, and the arbiter shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. Expenses for the arbiter's services and proceedings shall be borne equally by the Employer and the GROUP.

However, each party shall be responsible for compensation of its own representative and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and to the arbiters.

- 13.3 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the GROUP 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 GROUP without prejudice to either party.

- 13.4 Arbitrator's Authority -

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 GROUP, and shall have no authority to make a decision on any other issue not submitted. 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.

ARTICLE 14: ANNUAL LEAVE

- 19.1 The Employer and GROUP hereby incorporate the Annual Leave Program as adopted by the City Council on February 12, 2001, and as amended on September 23, 2002, into this Agreement. (See Appendix C)

- 19.2 All Employees, will accrue annual leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
1 st through 4th years of service	19 days (152 hours per year)
5 th through 11th years of service	24 days (192 hours per year)
12 th through 20th years of service	29 days (232 hours per year)
After 20 years of service	34 days (272 hours per year)

- 19.3 Annual leave will accrue on a pay-period basis for up to sixty-two (62) days. Employees can carry over up to their full balance of accrued annual leave as long as the total balance never exceeds the sixty-two (62)-day cap. No additional accrual will occur above the cap.

ARTICLE 15: HOLIDAYS

15.1 Regular full-time Employees with at least thirty (30) calendar days of service, shall be compensated for a full eight (8) hour day pro-rated for regular part-time Employees who work (and are on payroll) twenty (20) or more hours per week if the Employee is employed during any of the following ten (10) holidays:

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

15.2 Exempt Employees shall receive time off at their regular rate of pay for all hours (up to eight (8) hours) worked on a holiday, in addition to the compensation provided in section 15.1. These hours will be recorded on their timesheet and can be used as time off anytime that calendar year. If the hours earned are not used by the end of the year, they will be rescinded.

Non-exempt Employees, who are required to work on a holiday, can take another day off that week, or be paid straight pay for all hours worked up to forty (40) and be paid time and a half for all hours worked above forty (40) during that week.

When holidays fall on a Saturday or Sunday, the Employer shall designate the preceding Friday or following Monday as the "observed" holiday for Employer operations/facilities that are closed on holidays. Time off for working on a holiday, as provided above, shall be for hours worked on the "actual" holiday not for the "observed" holiday.

15.3 In addition to the holidays listed in 15.1, employees shall receive twenty hours (20) personal holidays per year. Personal holidays shall be pro-rated for regular part-time Employees who work (or are on payroll) twenty (20) or more hours per week. The date of such personal holiday shall be approved by the Employer. The hours must be used during the year and will not carry over to the next year. Any unused hours as of December 31st will be converted to the employee's Retiree Health Savings Plan.

15.4 The thirty (30) day waiting period required to be eligible for a paid holiday as noted in section 15.1 shall be waived, provided the Employee does not terminate employment within six (6) months from their start date. Employees who terminate employment within six (6) months shall reimburse the Employer for any holidays for which they were paid within the first thirty (30) days of their employment.

ARTICLE 16: (RESERVED)

ARTICLE 17: LEAVES OF ABSENCE

The Employer agrees to provide regular full-time and regular part-time Employees the following leaves of absence with reasonable written notice from the Employee:

17.1 Military leave with pay for reserve training, not to exceed fifteen (15) working days per year, when ordered by the appropriate authorities.

- 17.2 Jury duty leave, when such leave has been ordered by the appropriate authorities. The Employer agrees to pay the difference between the Employee's regular salary and jury duty pay if the jury duty pay is less than the Employee's regular salary. If the jury is dismissed more than two (2) hours prior to the end of the Employee's regularly scheduled shift, the Employee shall report to work.
- 17.3 Educational leaves, with pay, for work-related conferences and seminars, which occur during regular working hours, when attendance is approved by the Employer. The Employer further agrees to pay reasonable costs related to the above types of educational leave.
- 17.4 A maximum of three (3) days of funeral/bereavement leave, with pay, shall be extended to a regular full-time Employee upon the death of their spouse or another member of the immediate family of said Employee or his/her spouse (i.e. children, sons-in-law, daughters-in-law, grandchildren, parents, grandparents, brothers, sisters, legal guardian or individuals who are under an Employee's or spouse's legal guardianship) for attendance at the funeral or other demonstrated need in relation thereto. The actual time off, and the number of hours of funeral leave approved, will be determined by the supervisor depending on the individual arrangements to be made, distance to the funeral, etc. Funeral leave provided in accordance with this article will be pro-rated for part-time Employees.

ARTICLE 18: INJURY ON DUTY

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

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

- a. In the event vacation time is used, upon the return to work of the Employee, fifty percent (50%) of future sick leave accrual may be transferred to vacation time, until such time as the accrued vacation time reaches the level it was before time off was credited to vacation time.
- k) Time available under this section shall not be considered as sick leave and shall not be included in accrued sick leave at the time of termination of employment.
- l) This section shall not be applicable if such job related injury is due to intentional negligence on the part of the Employee so injured.

ARTICLE 19: INSURANCE

2015 Health Care Costs/Contributions

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

difference over and above such contributions. The Employer shall contribute towards the cost for insurance as follows:

- i. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 1. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
- ii. \$1,700 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage.
 1. For newly hired employees, who have successfully completed one year of employment, the contribution shall be \$1,800.
- iii. \$2,700 annually into a HRA for those employees who elect family coverage.
 1. For newly hired employees, who have successfully completed one year of employment, the contribution for family coverage shall be \$2,800.
- iv. The City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave in lieu of receiving the contribution into the Employee's HRA.

2016 Health Care Costs/Contributions

The Employer and the Union mutually agree to re-open this contract in 2016 to negotiate health insurance costs/contributions. The re-opener is exclusive to Article 23. Should the parties fail to reach an agreement on the terms of Article 23 through good-faith negotiations, the parties mutually agree to refer the issue to binding "final offer" interest arbitration.

The Employer and the Union further agrees to actively engage in labor-management discussions and planning with regard to future citywide health insurance offerings. It is the Employer's expectation that a global agreement with all affected bargaining units will be reached by the city's insurance committee.

In the event health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act and its related regulations, the Union and the Employer will meet immediately to negotiate alternative provisions. Should the Affordable Care Act and its related regulations cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will immediately meet and, upon written mutual agreement of the parties, negotiate alternative provisions.

Any changes that are presented at renewal will be discussed during the Labor-Management Committee process. These benefits apply to full-time Employees only.

In addition to the contribution for full-time Employees, the Employer will pay fifty-percent (50%) of the cost of the Employee (single) premium for HDHP for Regular Part Time Employees who work (and are on payroll) thirty (30) or more hours per week. These Employees are responsible for paying all costs beyond the aforementioned contribution by the Employer. Regular part-time Employees with this status may purchase dependent coverage at their own cost.

- 19.5 The Employer shall pay one-hundred percent (100%) of the cost of Employee (single) dental coverage for full-time Employees.
- 19.6 As permitted, the Employer shall provide an IRS-125 Plan that shall be used for the Employee's health and dental insurance premiums.

- 19.7 The Employer shall provide a life insurance policy for each full-time Employee with a benefit value equal to one-hundred percent (100%) of the Employee's regular annual salary, to a maximum of forty five thousand dollars (\$45,000) for 2013 and to a maximum of fifty thousand (\$50,000) for 2014.
- 19.8 The Employer will provide, and pay for, long-term disability insurance for each Employee. Such long-term disability insurance shall be coordinated with other benefits provided in the contract. Employees are not eligible for vacation, sick leave, and annual leave accrual while receiving Long-Term Disability payments, except for those hours the Employee appears on the payroll using accrued leave. Coverage shall also be provided to regular part-time Employees who work (and are on payroll) twenty (20) or more hours per week.
- 19.9 The Employer agrees to provide optional, Employee-paid short-term disability insurance coverage for Employees on payroll twenty (20) or more hours per week.
- 19.10 The Employer agrees to provide a retiree health savings plan with the following specifications:
1. Benefits paid to the Employees will be limited to insurance premiums and out-of-pocket expenses determined eligible by the Internal Revenue Service.
 2. The Retiree Health Savings plan will be funded with annual deposits as follows:
 - a. Employees shall have the cash value of all vacation hours, in excess of the carryover limit (1.5 times annual accrual), deposited into the Retiree Health Savings plan. (If an Employee uses all of their earned vacation that year or their balance did not exceed the required carryover limit, no funds will be paid into the plan.)
 - b. All Employees will have the cash value of all personal holiday hours, unused as of December 31st deposited into their Retiree Health Savings plan.
 3. The Retiree Health Savings plan will be funded by the Employee's severance pay as follows:
 - a. One-hundred percent (100%) of accrued annual leave (and personal holidays, if any balance remains) will be deposited into the Retiree Health Savings plan if the Employee is at least age fifty (50) and their annual leave balance is at least one-hundred fifty (150) hours at the time of separation from service. If the Employee is under age fifty (50) or the annual leave balance is less than one-hundred fifty (150) hours, no funds will be paid into the plan.
 - b. One-hundred percent (100%) of accrued vacation (and personal holidays, if any balance remains) will be deposited into the Retiree Health Savings plan if the Employee is at least age fifty (50) and their annual leave balance is at least one-hundred fifty (150) hours at the time of separation from service. If the Employee is under age fifty (50) or the annual leave balance is less than one-hundred fifty (150) hours, no funds will be paid into the plan.
 - c. Those Employees who qualify to fund the Retiree Health Savings plan with some or all of their accumulated sick leave (i.e. Tom Ekstrand) will have deposited into the plan, at the time of separation from service, up to one-half (1/2) of any eligible accumulated sick leave, with a maximum allowance of fifty (50) days.

ARTICLE 20: UNIFORMS

Employees who are required to wear Community Center-provided uniform tops will be given two uniform tops per year. Additional uniform tops will be available for purchase by Employees at the actual cost paid by the

Employer. The Employer will, for the Chief Building Engineer, reimburse up to \$165.00 per year, toward the cost of safety-toed boots and shall provide and maintain all uniforms required for work. The Employer shall also pay Sixty Dollars (\$60.00) per year in 2013 and Seventy Dollars (\$70.00) in 2014 towards the cost of shoes for the Fitness Coordinator for shoes that are deemed by the Employer to be required by that position.

ARTICLE 21: TRAVEL AND MEAL ALLOWANCE

- 21.1 Excluding Employees who receive a mileage allowance, the Employer agrees to pay mileage reimbursement at the current Employer-approved rate to Employees, required by the Employer, to use their private vehicles for official business.
- 21.2 Expenses for meals, including sales tax and gratuity, will be reimbursed according to the following limits and procedures. No reimbursement will be made for alcoholic beverages. Per diem meal and incidental expenses as set forth in the annual General Services Administration Meals and Incidentals Expenses Table located on the internet at www.gsa.gov/mie will be allowed without receipts being required. Seventy five percent of the per diem is allowed for travel days as set forth in that table. If less than three meals are purchased, deductions to the per diem or the meal allowance maximum will be made in the amounts as set forth in that table. Also, if a meal is provided as part of the training, seminar, conference or other event being attended, an appropriate deduction shall also be made for that meal. Full reimbursements, over the maximums specified, will be authorized for all employees if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

ARTICLE 22: PERSONNEL FILE

A copy of any material to be placed in an Employee's personnel file during the term of this Agreement shall be provided to said employee. All material related to a disciplinary action against an employee will be removed from the file after five (5) years, if no further disciplinary action has been taken.

ARTICLE 23: NONDISCRIMINATION

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

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

ARTICLE 24: EDUCATION

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

or are terminated for cause within thirty six (36) months of reimbursement.

ARTICLE 25: LEGAL DEFENSE

Any Employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under direct order of his/her supervisor, shall be reimbursed for reasonable attorney's fees and Court costs actually incurred by such Employee in defending against such charge.

ARTICLE 26: WAGE SCHEDULE

26.1 Salary. A general wage increase of two percent (2.0%) effective January 1 2015. shall be provided to all positions represented by the GROUP, A general wage increase of one percent (1%) shall be effective January 9th, 2016, an additional 1% increase effective June 11th, 2016, and an additional 1% increase effective September 3rd, 2016 shall be provided to all positions represented by the GROUP.

Salary Ranges – (See Appendices A & B for 2015 and 2016 pay rates.)

The salary ranges have seven (7) steps. Employee's actual salaries may fall between steps. Movement within the range is based on a combination of time in position and performance. Employees will be eligible for a step increase once per year on their anniversary date until they reach the top salary for their respective job classification. If an Employee receives a performance rating below satisfactory (below good) on any of the major performance dimensions, their step movement will be delayed until such time as they have received two consecutive fully satisfactory performance reviews. Once a delayed increase is provided, the new eligibility date for pay increases for that Employee will change to the date the delayed increase went into effect. Employees who did not receive a rating below satisfactory (good) will automatically receive a five percent increase on their anniversary – unless the five percent increase would bring them above the maximum for their pay range. Unless agreed to by the Employer and the Employee no employee can be paid more than the maximum for their pay ranges.

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

26.2 Deferred Compensation. In addition to the above pay rates, the Employer will contribute to each full-time Employee an amount equal to three and one quarter percent (3.25%) of their regular salary to be deposited into a deferred compensation account. Regular part-time Employees who work (and are on payroll) twenty (20) or more hours per week will receive a pro-rated amount deposited into a deferred compensation account under the same conditions as full-time Employees. In order to receive the contribution to deferred comp all employees must match the contribution from the City.

ARTICLE 27: SAFETY

27.1 Joint Safety

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

27.2: Safety Committee

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

ARTICLE 28: WAIVER

- 28.1 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.
- 28.2 The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement.
- 28.3 The Employer and the Collective Bargaining Group agree that the parties have now had the opportunity to fully negotiate the terms and conditions of employment as provided for pursuant to the Minnesota Public Employment Labor Relations Act. Thus, each voluntarily and unqualifiedly waives the right to meet and negotiate further during the term of this Agreement regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 29: SAVINGS CLAUSE

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

ARTICLE 30: DURATION

This AGREEMENT shall be effective as of January 1, 2015, and shall remain in full force and effect until the thirty-first (31st) day of December 2016.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the

_____ day of _____, 20_____.

FOR THE CITY:

FOR THE GROUP:

Mayor

City Manager

Assit City Manager/ Director of Human Resources

APPENDIX A

**METRO SUPERVISORY GROUP
2015 PAY RATES**

(January 1- January 8th, 2016) PAY RATES (2%)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ADMIN OPERATIONS SUPR	29.81	31.30	32.87	34.52	36.24	38.05	39.95
BANQUET & EVENTS COORD.	25.12	26.39	27.70	29.08	30.56	32.08	33.68
BLDG MAINT SUPERVISOR	27.82	29.20	30.67	32.20	33.81	35.50	37.27
BUILDING OFFICIAL	36.87	38.71	40.65	42.68	44.81	47.05	48.93
CITIZENS SERVICES SUPERVISOR	29.11	30.58	32.09	33.69	35.37	37.16	39.00
COMM CENTER OPERATIONS MGR	32.00	33.60	35.28	37.05	38.90	40.84	42.89
FITNESS SUPERVISOR	25.12	26.39	27.70	29.08	30.56	32.08	33.68
LEAD NATURALIST	25.45	26.73	28.07	29.46	30.95	32.49	34.12
MEMBER SERVICES SUPERVISOR	20.42	21.44	22.51	23.64	24.81	26.06	27.37
NATURAL RESOURCES COORD	31.18	32.73	34.37	36.10	37.89	39.79	41.78
PARKS MANAGER	32.00	33.60	35.28	37.05	38.90	40.84	42.89
RECREATION MANAGER	32.00	33.60	35.28	37.05	38.90	40.84	42.89
RECREATION COORDINATOR	22.87	24.02	25.24	26.50	27.82	29.21	30.67

APPENDIX B

**METRO SUPERVISORY GROUP
2016 PAY RATES**

(January 9-June 10) PAY RATES (1%)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ADMIN OPERATIONS SUPR	30.11	31.61	33.20	34.87	36.60	38.43	40.35
BANQUET & EVENTS COORD.	25.37	26.65	27.98	29.37	30.87	32.40	34.02
BLDG MAINT SUPERVISOR	28.10	29.49	30.98	32.52	34.15	35.86	37.64
BUILDING OFFICIAL	37.24	39.10	41.06	43.11	45.26	47.52	49.42
CITIZENS SERVICES SUPERVISOR	29.40	30.89	32.41	34.03	35.72	37.53	39.39
COMM CENTER OPERATIONS MGR	32.32	33.94	35.63	37.42	39.29	41.25	43.32
FITNESS SUPERVISOR	25.37	26.65	27.98	29.37	30.87	32.40	34.02
LEAD NATURALIST	25.70	27.00	28.35	29.75	31.26	32.81	34.46
MEMBER SERVICES SUPERVISOR	20.62	21.65	22.74	23.88	25.06	26.32	27.64
NATURAL RESOURCES COORD	31.49	33.06	34.71	36.46	38.27	40.19	42.20
PARKS MANAGER	32.32	33.94	35.63	37.42	39.29	41.25	43.32
RECREATION MANAGER	32.32	33.94	35.63	37.42	39.29	41.25	43.32
RECREATION COORDINATOR	23.10	24.26	25.49	26.77	28.10	29.50	30.98

(June 11-September 2) PAY RATES (1%)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ADMIN OPERATIONS SUPR	30.41	31.93	33.53	35.22	36.97	38.81	40.75
BANQUET & EVENTS COORD.	25.62	26.92	28.26	29.66	31.18	32.72	34.36
BLDG MAINT SUPERVISOR	28.38	29.78	31.29	32.85	34.49	36.22	38.02
BUILDING OFFICIAL	37.61	39.49	41.47	43.54	45.71	48.00	49.91
CITIZENS SERVICES SUPERVISOR	29.69	31.20	32.73	34.37	36.08	37.91	39.78
COMM CENTER OPERATIONS MGR	32.64	34.28	35.99	37.79	39.68	41.66	43.75
FITNESS SUPERVISOR	25.62	26.92	28.26	29.66	31.18	32.72	34.36
LEAD NATURALIST	25.96	27.27	28.63	30.05	31.57	33.14	34.80
MEMBER SERVICES SUPERVISOR	20.83	21.87	22.97	24.12	25.31	26.58	27.92
NATURAL RESOURCES COORD	31.80	33.39	35.06	36.82	38.65	40.59	42.62
PARKS MANAGER	32.64	34.28	35.99	37.79	39.68	41.66	43.75
RECREATION MANAGER	32.64	34.28	35.99	37.79	39.68	41.66	43.75
RECREATION COORDINATOR	23.33	24.50	25.74	27.04	28.38	29.80	31.29

(September 3-December 31) PAY RATES (1%)

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ADMIN OPERATIONS SUPR	30.71	32.25	33.87	35.57	37.34	39.20	41.16
BANQUET & EVENTS COORD.	25.88	27.19	28.54	29.96	31.49	33.05	34.70
BLDG MAINT SUPERVISOR	28.66	30.08	31.60	33.18	34.83	36.58	38.40
BUILDING OFFICIAL	37.99	39.88	41.88	43.98	46.17	48.48	50.41
CITIZENS SERVICES SUPERVISOR	29.99	31.51	33.06	34.71	36.44	38.29	40.18
COMM CENTER OPERATIONS MGR	32.97	34.62	36.35	38.17	40.08	42.08	44.19
FITNESS SUPERVISOR	25.88	27.19	28.54	29.96	31.49	33.05	34.70
LEAD NATURALIST	26.22	27.54	28.92	30.35	31.89	33.47	35.15
MEMBER SERVICES SUPERVISOR	21.04	22.09	23.20	24.36	25.56	26.85	28.20
NATURAL RESOURCES COORD	32.12	33.72	35.41	37.19	39.04	41.00	43.05
PARKS MANAGER	32.97	34.62	36.35	38.17	40.08	42.08	44.19
RECREATION MANAGER	32.97	34.62	36.35	38.17	40.08	42.08	44.19
RECREATION COORDINATOR	23.56	24.75	26.00	27.31	28.66	30.10	31.60

APPENDIX C

CITY OF MAPLEWOOD ANNUAL LEAVE PROGRAM

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

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

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

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

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

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

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

- D. Accrual Rates -

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

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

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

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

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

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

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

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

- I. Severance Pay - Under the current vacation and sick leave programs, employees are eligible for 100% of their vacation and personal holiday balance when they leave City employment. Some employees are also eligible for 50% of their sick leave balance when they leave. Eligibility for sick leave as severance varies by group with different maximum payouts depending on the group. For some groups there are different severance pay benefits dependent upon an employee's start date.

Employees who were hired before May 5, 2001, who are now on the annual leave program, will retain their eligibility for sick leave as severance (using the remaining deferred sick leave balance) under the same conditions as were in place before they elected annual leave.

For example, if an employee was eligible for 50% of their sick leave balance - up to a cap of fifty (50) days - prior to electing annual leave, they will be eligible for 50% of their deferred sick leave balance up to fifty (50) days when they leave City service.

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

- J. Unpaid Leave - Unpaid leaves may be approved in accordance with the City Personnel Policies. Employees must normally use all accrued annual leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave, the employee may retain a balance of forty (40) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the City Manager.
- K. Sick Leave Conversion - There are various sick leave conversion programs in existence which cover different employee groups. Some programs vary within a particular group based on hire date. Employees who have annual leave will be able to convert some hours to cash or deferred compensation as described below. Employees who remained with the vacation and sick leave program may continue to convert sick leave and/or vacation based on programs they were eligible for prior to the adoption of annual leave (May 5, 2001).
- L. Annual Leave Conversion - Annual leave will be eligible for conversion to cash or deferred compensation (subject to IRS maximum deferral regulations) annually on a one-for-one basis subject to the following conditions. Up to 40% of the annual leave balance, not to exceed eighty (80) hours, may be converted each year provided the employee has used a minimum of 30% of their annual accrual during the current calendar year and has a minimum balance of at least 176 hours. The minimum balance requirement will be determined as of the first payroll in December and will be based on the employee's current hourly rate on December 1.

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

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

CITY OF MAPLEWOOD, MN

AND

**MAPLEWOOD CONFIDENTIAL &
SUPERVISORY GROUP**

January 1, 2015 through December 31, 2016

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ARTICLE 1: PURPOSE AND INTENT

This Agreement entered into as of January 1, 2015 between the City of Maplewood, Minnesota, Municipal Corporation, hereinafter called "Employer" and /or "City", and Maplewood Confidential & Supervisory GROUP hereinafter called the "Collective Bargaining Group" and/or "Group." It is the intent and purpose of this agreement to:

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

The Employer and the Collective Bargaining Group through this agreement, continue their dedication to the highest quality public service. Both Parties recognize this agreement as a pledge of this dedication.

ARTICLE 2: RECOGNITION

- 2.1 The EMPLOYER recognizes the GROUP as the exclusive representative, for *All Employees of the City of Maplewood, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subdivision 14, who are confidential within the meaning of Minnesota Statutes 179A.03 Subdivision 4 or who are both supervisory and confidential within the meaning of Minnesota Statutes 179A.03 Subdivisions 4 and 17, excluding supervisory employees within the scope of the existing "supervisory appropriate unit.*
- 2.1.1 The positions of Assistant City Manager, Finance Director, and Police Chief shall be excluded for the life of this Agreement.
- 2.2 In the event the EMPLOYER and the GROUP are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3: DEFINITIONS

- 3.1 GROUP: City of Maplewood Confidential & Supervisory GROUP.
- 3.2 EMPLOYER: The City of Maplewood, Minnesota.
- 3.3 DEPARTMENT HEAD: Citizen Services Director/City Clerk, Fire Chief, IT Director, Parks & Recreation Director, Public Works Director/City Engineer and similar titles that may be created.
- 3.4 EMPLOYEE: A member in good standing of the Confidential and Supervisory GROUP, covered by this AGREEMENT.
- 3.5 SENIORITY: Employee's length of continuous service with the EMPLOYER.
- 3.6 CONTINUOUS SERVICE: Unceasing service from last date of hire, including approved paid leaves of absence and unpaid leaves of less than one pay period.

- 3.7 **GRIEVANCE:** A dispute or disagreement as to the interpretation or application of the terms and conditions of this AGREEMENT.
- 3.8 **REGULAR FULL-TIME EMPLOYEE:** An Employee who is holding a regular full-time position with the City of Maplewood. A regular FT position is a position that is not temporary or seasonal in nature and is expected to work at least 40 hours per week.
- 3.9 **REGULAR PART-TIME EMPLOYEE:** An Employee who holds a regular part-time position (regularly expected to work 14 hours or more and less than 32 hours per week).
- 3.10 **JOB CLASS SENIORITY:** Employee's length of continuous service in a job class.
- 3.11 **EXEMPT:** Not covered by the federal and state Fair Labor Standards Acts overtime requirements.
- 3.12 **NON-EXEMPT:** Covered by the federal and state Fair Labor Standards Acts overtime requirements.

ARTICLE 4: GROUP SECURITY

In recognition of the GROUP as the certified exclusive representative, the EMPLOYER shall:

- 4.1 **Initiation Fees** - Deduct an amount sufficient to provide the payment of initiation fees established by the GROUP from the wages of all Employees covered by this AGREEMENT.
- 4.2 **GROUP Dues** - Deduct an amount sufficient to provide the payment of dues established by the GROUP from the wages of all Employees covered by this AGREEMENT. Such monies shall be divided equally among the pay-periods and shall be remitted with an itemized statement to the appropriate designated officer of the GROUP. Dues appeals or challenges may be filed in accordance with State Statute.
- 4.3 **Fair Share Fees** - Deduct fair share fees in accordance with Minnesota Statutes, Section 1 79A.06, Subd. 3 and remit such deduction, with an itemized statement, to the appropriate designated officer of the GROUP within ten (10) days following said deduction.
- 4.4 **Bulletin Board** - Furnish and maintain one (1) bulletin board in a convenient place which may be used by the GROUP for posting of proper notices and bulletins at each location where Employees are regularly scheduled.
- 4.5 **GROUP Stewards** - The GROUP may designate certain Employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice. Officers of the GROUP shall be allowed reasonable time off without pay, with prior approval of their immediate supervisor for the purpose of conducting GROUP business as provided by State Statute, when such time away from their normal work duties will not unduly interfere with the operation of the department. Officers of the GROUP shall be allowed leaves of absence without pay, when requested, to fulfill their duties as GROUP Officers as allowed by State Statute.
- 4.6 **Hold Harmless** - The GROUP agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 5: EMPLOYER SECURITY

The GROUP agrees that during the term of this AGREEMENT the GROUP will not cause, encourage, participate in or support any strike, intentional slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 6: EMPLOYER AUTHORITY

- 6.1 The Employer retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend policies, procedures and budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this agreement.

ARTICLE 7: GRIEVANCE PROCEDURE/ARBITRATION

- 7.1 For purpose of this AGREEMENT, the term "grievance" means any dispute between the EMPLOYER and the employee(s) concerning the interpretation or application of the terms and conditions of this AGREEMENT. Both parties recognize that should a provision of the AGREEMENT be specifically in conflict with an Employment Rule, this AGREEMENT shall prevail; any employment rule not directly modified or abridged by this AGREEMENT shall remain in full force. The EMPLOYER and the GROUP agree to the following grievance procedure. Each step of the grievance procedure shall be strictly adhered to or the grievance shall be deemed withdrawn.

- 7.2 Processing of a Grievance - It is recognized and accepted by the GROUP 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's duties and responsibilities. The aggrieved Employee and the GROUP representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the Employee and the GROUP representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER. The designated supervisor shall schedule an approved absence within five (5) workdays after the request for absence.

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

Step 1. The GROUP Steward, with or without the Employee, shall take up the grievance or dispute with the Employee's immediate supervisor within fourteen (14) calendar days of the date of the grievance or the Employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the employee within fourteen (14) calendar days. In cases of discharge, a grievance must be filed within seven (7) calendar days and the immediate supervisor shall respond within seven (7) calendar days.

Step 2. If the grievance has not been settled in accordance with Step 1, the GROUP shall present the grievance in writing to the appropriate Group Manager within seven (7) calendar days after the immediate supervisor's Step 1 response is due. All grievances shall state the facts on which it is based, when they occurred, the provision or provisions of the AGREEMENT allegedly violated, and the remedy

requested. The Group Manager shall respond to the GROUP steward in writing within seven (7) calendar days.

Step 3. If the grievance has not been settled in accordance with Step 2, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, by the GROUP to the City Manager within ten (10) calendar days after the Group Manager's response is due. The City Manager will respond to the GROUP in writing within ten (10) calendar days.

Step 4. If both parties, having exhausted the grievance steps provided herein, cannot settle the grievance, the GROUP may submit the issue in dispute to binding arbitration within fourteen (14) calendar days of receipt of the Third Step answer and shall notify the City Manager, in writing, of its intent to do so. The GROUP will request the Minnesota Bureau of Mediation Services to submit a list of seven (7) names from which the parties shall, within fourteen (14) calendar days after receipt of such list, select the arbitrator by striking alternately one name each and the remaining person shall be the arbitrator. A toss of the coin shall determine who shall strike the first name.

- 7.4 The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the GROUP and shall have no authority to make a decision on any other issue not so submitted.
- 7.5 The fees and expenses for the arbitrator's service and proceedings shall be borne equally between the parties, except 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 borne equally for said record.
- 7.6 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered withdrawn. 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.
- 7.7 If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the GROUP 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 GROUP without prejudice to either party.
- 7.8 Should a grievance involve the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance shall be initiated at Step Three. An Employee pursuing a statutory remedy is precluded from also pursuing an appeal under this procedure unless otherwise required by law. Selection of any procedure other than Step three shall terminate the Employee's right to seek redress under this Article.

ARTICLE 8: NONDISCRIMINATION

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

The Bargaining Group and the Employer agree to meet and confer to discuss accommodations

for "qualified" disabled Employees as the need arises, consistent with the intent of the Americans with Disabilities' Act.

ARTICLE 9: SENIORITY

- 9.1 **Determining Criterion** – Seniority will be the determining criterion for transfers, newly created positions and promotions only when all other qualification factors are equal.
- 9.2 **Layoff** - In the event it becomes necessary to lay off Employees for any reason, Employees within a given job classification shall be laid off in inverse order of their job class seniority (providing the remaining Employees have the ability, license or certification required of a position or can be trained to perform the remaining work and become licensed or certified in a timely manner as required by the position) in the following order:
- a. Temporary, interim or acting employees
 - b. Probationary part-time employees
 - c. Probationary full-time employees
 - d. Regular part-time employees
 - e. Regular full-time employees
- 9.3 **Recall** - Employees shall be recalled from layoff according to job class seniority. No new Employee shall be hired for a job classification for which a layoff has occurred until all Employees on layoff status within that job classification have been given ample opportunity to return to work within one (1) year of said layoff. The City will notify Employees on layoff to return to work by registered mail, at that Employee's last recorded address. The Employee must return to work within three (3) weeks of receipt of this notice in order to be eligible for re-employment.
- 9.4 **Promotion Outside Bargaining Unit** - Employees promoted or transferred outside the bargaining unit shall maintain their job class seniority in the unit for thirty (30) days.
- 9.5 **Seniority List** - The EMPLOYER agrees to provide the GROUP, upon request, a seniority list not more than four (4) times per year.
- 9.6 **Continuous Service** - For purposes of seniority, an Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

ARTICLE 10: WORK SCHEDULES

- 10.1 **Normal Workday/Work Week** - The sole authority for determining work schedules is the Employer. The Employer may arrange a flexible schedule for Employees within the Department. The normal workday for a non-exempt Employee shall be eight (8) hours; normal hours that Employer offices are open for business are 8:00 a.m. to 4:30 p.m.; and the normal workweek shall be forty (40) hours Monday through Friday.
- 10.2 **Regular Shifts** - Service to the public may require the establishment of regular shifts for some Employees on a daily, weekly, seasonal, or annual basis other than the normal work day or work week. The EMPLOYER will give advance notice to the Employees affected by the establishment of workdays different from the Employee's normal workday.
- 10.3 **Unusual Work Circumstances** - In the event that work is required because of unforeseen unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an Employee working other than the normal work day be scheduled to work more

than eight (8) hours; however, each Employee has an obligation to work overtime if requested unless unusual circumstances prevent him/her from doing so.

- 10.4 Saturday/Sunday Work Weeks - Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays for select positions.
- 10.5 Permanent Schedule Changes - Any permanent changes in the work schedule should be preceded with a four (4) week notice to the affected Employees.
- 10.6 Out-of-Class Assignment – Any Employee working an out-of-class assignment for four (4) hours or more shall be paid at a rate within the higher job classification, but in no case shall the Employee receive less than 5% per hour additional. For the purposes of this Article, an out-of-class assignment is defined as an assignment of an Employee to perform the significant duties and responsibilities of a position different from the Employee's regular position, and which is in a higher classification within the bargaining unit. Also for purposes of this Article, Employees will be paid at the higher rate only for the hours worked at the higher rate.
- 10.7 Flexible Scheduling – Non-exempt Employees, who normally work eight (8) hour shifts, will be paid one and one-half (1-1/2) times the Employee's regular pay rate for all hours worked in excess of eight (8) hours, when required to work more than eight (8) hours. Changes of shift do not qualify an Employee for overtime under this article. Non-exempt Employees who normally work shifts of longer than eight (8) hours, will be paid one and one half (1-1/2) times the Employee's regular pay rate for all hours in excess of the normal shift length.

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

At the Employee's request, Employees may work a shorter shift than that normally required and may make up the time on another shift, upon approval of their supervisor. When Employees avail themselves of this approved flexible scheduling, they will not be eligible for overtime for the longer shift. Under no circumstances will an Employee be allowed to work more than forty (40) hours in a given week due to selecting this option, if they would not have been eligible to do so prior to selecting it.

- 10.8 Exempt Employees – Department Heads or exempt Employees are normally required to work the number of hours necessary to fulfill their responsibilities including evening meeting and/or on-call hours. The normal hours of business for Department Heads are Monday through Friday, 8 a.m. to 4:30 p.m. Department heads are required to use paid leave when on personal business or away from the office for four (4) hours or more, on a given day. Absences of less than four (4) hours do not require use of paid leave as it is presumed that the staff member regularly puts in extra hours above and beyond the normal 8 a.m. to 4:30 p.m. Monday through Friday requirement. All exempt positions may also require work beyond forty (40) hours per week. In recognition for working extra hours, these Employees may take time off during their normal working hours with supervisory approval.

ARTICLE 11: MEAL AND REST PERIODS

An Employee may take an unpaid meal period and two (2) paid - fifteen (15) minute rest periods during a normal work day at times determined by the Employee and their immediate supervisor. The length of the meal period will vary depending on department and job title. With supervisory approval, rest periods may be added together, added to a lunch break or added to an unpaid break to workout at the Community Center or do personal business. Police and Fire Department

personnel will receive paid meal and rest breaks and remain available for an immediate return to duty should an event dictates it.

ARTICLE 12: OVERTIME

- 12.1 Daily/Weekly Overtime – For non-exempt Employees, hours worked in excess of eight (8) hours within an assigned work day or more than forty (40) hours within an assigned work week will be compensated at one and one-half (1-1/2) times the Employee's regular pay rate. Employees normally working shifts greater than eight (8) hours in length will be eligible for overtime for hours in excess of the normal shift length or in excess of forty (40) hours per week.
- 12.2 Holidays Worked – Hours worked by non-exempt employees on holidays, except Thanksgiving, Christmas, and New Years, will be compensated for at one and one-half (1-1/2) times the Employee's regular pay rate in addition to the compensation provided in the wage schedule. Hours worked by non-exempt employees on the holidays of Thanksgiving, Christmas, and New Years will be compensated for at two (2) times the employee's regular pay rate in addition to the compensation provided in the wage schedule.
- 12.3 No Duplication of Overtime – For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.4 Computing Overtime – All paid leave time shall be considered time worked for the purpose of computing overtime.

ARTICLE 13: PROBATIONARY PERIODS

- 13.1 Probationary Period - New Employees - All newly hired or rehired Employees will serve a one (1) year probationary period. At any time during the probationary period a newly hired or re-hired Employee may be terminated at the sole discretion of the EMPLOYER.
- 13.2 Probationary Period - New Classification - All Employees promoted or transferred will serve a six (6) month probationary period in any job classification in which the Employee has not served a probationary period. At any time during the probationary period a promoted or reassigned Employee may be reassigned to the Employee's previous position at the sole discretion of the EMPLOYER. Notwithstanding the above, any position under the authority of the Police Civil Service Commission shall still serve one (1) year probation.
- 13.3 At any time during the first thirty (30) calendar days of the probationary period a promoted Employee may be reassigned to the Employee's previous position at the discretion of the EMPLOYEE with the approval of the EMPLOYER which will not be unreasonably withheld or delayed.

ARTICLE 14: JOB POSTING

- 14.1 Promotion From Within - The EMPLOYER and the GROUP agree that regular job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- a. have the qualifications deemed necessary by the EMPLOYER to meet the standards of the job vacancy; and

- b. have the ability deemed necessary by the EMPLOYER to perform the duties and responsibilities of the job vacancy.
- 14.2 Selection Decision - The EMPLOYER has the right of final decision in the selection of Employees to fill posted jobs based on qualifications, abilities and experience.
- 14.3 Job Posting - Job vacancies within the designated bargaining unit will be posted for a minimum of ten (10) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 15: DISCIPLINE

- 15.1 The EMPLOYER will discipline Employees for just cause only. All discipline shall be in writing and will normally be in one or more of the following forms:
- a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge.
- 15.2 At the request of the Employee, oral reprimands shall be removed from the Employee's personnel file after one year, provided the Employee is not involved in a progressive discipline action. Written reprimands and suspension notices shall be removed from the Employee's personnel file after five years, provided the Employee is not involved in a progressive discipline action. Demotion references will be removed from the Employee's personnel file after five years.

ARTICLE 16: DEMOTION

Employees may be demoted if they have been found unsuited for the present position but may be expected to perform satisfactorily in a lesser position. Employees may also be demoted if their position(s) has been abolished or reclassified to a lower class. Employees who voluntarily demote or are demoted due to performance issues shall have their pay established within the range of the new classification at a level determined by the Human Resource Department.

ARTICLE 17: VACATION / ANNUAL LEAVE

- 17.1 Vacation Schedule - Full-time employees hired before May 5, 2001 shall normally earn paid vacation leave (accrued on a biweekly basis) according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
Date of hire through 4th year of service	10 working days per year
5th through 11th year of service	15 working days per year
12 through 20 year of service	20 working days per year
21 years of service and thereafter	25 working days per year

Regular part-time Employees hired before May 5, 2001 who work (and are on payroll) at 20 or more hours per week will accrue vacation on a pro-rated basis consistent with hours worked (exclusive of overtime hours). Employees who have vacation accrual greater than the annual accrual rate schedule, will continue accruing at the higher rate and progress through the steps proportionally.

- 17.2 Maximum Vacation Accumulation - At year-end, Employees shall not carryover more than one and one-half (1-1/2) times his/her annual earned vacation. Employees will be eligible for 100% of their vacation balance when they leave City service. They may receive this as cash or deferred compensation (subject to IRS regulations).
- 17.3 Vacation Conversion – On December 1st of each year, full-time and regular part-time Employees who are at the three (3) week vacation accrual rate or higher, with a minimum balance of eighty (80) hours, shall be eligible to convert up to forty (40) hours of unused vacation time to deferred compensation. Employees at the four (4) week accrual rate with an 80 hour minimum balance shall be eligible to convert up to sixty (60) hours. Conversion will be at the Employee's current hourly rate as of December 1st and will be on the basis of one (1) hour of vacation for one (1) hour of deferred compensation pay. Actual conversion will take place in the second payroll of the following year.
- 17.4 Annual Leave – EMPLOYER and the GROUP hereby incorporate the Annual Leave Program as adopted by the City of Maplewood on February 12, 2001 and revised on September 23, 2002. (See Appendix C) Articles 17.1, 17.2 and 17.3 do not apply to Employees who accrue Annual Leave in lieu of vacation and sick leave.
- 17.5 Full-time Employees who converted to Annual Leave and all new hires after May 5, 2001 shall normally earn paid annual leave (accrued on a biweekly basis) according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
Date of hire through 4th year of service	19 working days per year
5th through 11th year of service	24 working days per year
12 through 20 year of service	29 working days per year
21 years of service and thereafter	34 working days per year

Annual Leave shall not accrue during unpaid leaves. Effective January 1, 2003, regular part-time Employees hired into a position that is 20 or more hours per week, shall accrue annual leave on a pro-rated basis based on regular hours worked. Employees who have annual leave accrual greater than the annual accrual rate schedule, will continue accruing at the higher rate and progress through the steps proportionally.

- 17.6 Annual Leave will accrue on a pay-period basis for up to 62 days. Employees can carry over up to their full balance as long as the total balance never exceeds the 62-day cap. No additional accrual will occur above the cap. Employees will be eligible for 100% of their annual leave balance when they leave City service in cash payment or deposited in the Employee's deferred compensation account unless it must be paid into the approved RHS plan pursuant to its rules.

ARTICLE 18: HOLIDAYS

- 18.1 Holidays Observed - Full-time Employees shall be compensated for a full eight (8) hour day (pro-rated for regular part-time Employees who work and are on payroll 20 or more hours per week) if on paid status at the time of any of the following ten (10) holidays:

<u>DATE</u>	<u>HOLIDAY</u>
January 1	New Years Day
Third Monday in January	Martin Luther King's Birthday
Third Monday in February	President's Day

Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 25	Christmas Day

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

- 18.2 Personal Holidays – In addition to the holidays listed in 18.1, all full-time Employees shall also receive twenty (20) hours of personal holiday time per year. Regular part-time Employees who work or are on payroll 20 or more hours per week shall be pro-rated. The date of such personal holiday shall be requested by the Employee and approved by the EMPLOYER. The hours must be used during the year and will not carry over to the next year. Any unused hours as of December 31st will be converted to the employee's Retiree Health Savings Plan.

ARTICLE 19: SICK LEAVE

- 19.1 Use of Sick Leave - A full-time Employee hired before May 5, 2001 shall accumulate sick leave at a rate of one and one-quarter (1-1/4) days per month, accrued on a pay-period basis, except as provided below. Regular part-time Employees hired before May 5, 2001 who work (and are on payroll) at 20 or more hours per week shall accrue sick leave on a pro-rated basis consistent with hours worked (exclusive of overtime hours). All other conditions of accrual and use of sick leave for regular part-time Employees shall be the same as for full-time Employees. Sick leave does not accrue during an unpaid leave of absence. Employees who are on annual leave do not accrue sick leave. Employees hired before May 5, 2001 who are covered by the Police Civil Service Commission cannot accumulate more than 300 days of sick leave.

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

- a. when the Employee cannot work because of illness, injury, or disability of themselves, their children, spouse, parents, stepchildren, or stepparents;
 - b. for medical, dental, chiropractic or optical examinations or treatment of the Employee, or the Employee's children (appointments should be scheduled to minimize the amount of disruption to the workday);
 - c. when the Employee's presence would jeopardize the health of other Employees by exposing them to contagious disease or illness.
- 19.2 Sick leave will also be approved for use in accordance with the Family and Medical Leave Act. Employees shall notify the EMPLOYER at or before their normally scheduled starting time of any illness for which they wish to take sick leave. The EMPLOYEE must submit satisfactory proof of illness or injury, by way of a doctor's certificate, if requested by the EMPLOYER. Those employees who misuse sick leave shall be subject to

disciplinary action. Any action taken by the EMPLOYER under this Article shall be subject to the grievance procedure.

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

ARTICLE 20: LEAVES OF ABSENCE

The EMPLOYER agrees to provide to full-time and regular part-time Employees the following leaves of absence with reasonable written notice from the Employee:

- 20.1 Military Leave - Military leave with pay for reserve training, not to exceed fifteen (15) working days per calendar year, when ordered by the appropriate authorities. Military leave in excess of fifteen working days shall be awarded in accordance with State and Federal law.
- 20.2 Jury Duty Leave - Jury duty leave when ordered by the appropriate authorities. Regular full-time and part-time Employees shall be granted paid leaves of absence
- for required jury duty. Such Employees shall be required to turn over any compensation received for jury duty, minus mileage, meal or expense reimbursement, to the City in order to receive their regular wages for the period. Time spent on jury duty shall not be counted as time worked in computing overtime. If the jury is dismissed more than two (2) hours prior to the end of the Employee's regular scheduled shift, the Employee shall report to work. Employees who are scheduled to work evening or night shift will be changed to day shift for the period of time they are required to serve on jury duty. Employees must notify the City as soon as possible after receiving notification of their order to serve.
- 20.3 Educational Leave - Educational leaves with pay for work-related conferences and seminars, which occur during regular working hours when attendance is approved by the EMPLOYER. The EMPLOYER further agrees to pay reasonable costs related to the above.

20.4 Funeral/Bereavement Leave - A maximum of three (3) days (24 hours) of funeral/bereavement leave with pay shall be extended to a full-time Employee upon the death of a member of the immediate family of said Employee or his/her spouse (i.e., spouse, children, sons-in-law, daughters-in-law, grandchildren, parents, grandparents, brothers, sisters, legal guardian or individuals who are under an Employee's or spouse's legal guardianship) for attendance to the funeral or other demonstrated need in relation thereto. The actual time off, and funeral leave approved, will be determined by the Department Head depending on the individual arrangements to be made, distance to the funeral, etc. Funeral leave provided in accordance with this article will be pro-rated for part-time employees.

20.5 Parenting Leave – Employees who work twenty (20) or more hours per week and have been employed more than one (1) year are entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed six (6) weeks, and must begin not more than six (6) weeks after the birth or adoption of the child.

Employees are not required to use sick leave during parental leave but may use sick leave at their option for any period of this leave they are unable to work due to medical reasons. In addition, sick leave of up to three (3) days for a normal delivery and up to four (4) days for a caesarean delivery may be requested by Employees in order to take the expectant mother to the hospital for delivery and during the days immediately following the birth including bringing the mother and child home. Employees on annual leave will use annual leave in lieu of sick leave unless they are eligible for deferred sick leave.

The Employee is entitled to return to work in the same position and at the same rate of pay the Employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the leave.

If the Employee has any FMLA eligibility remaining at the time this leave commences, this leave will also count as FMLA leave. Both leaves will run concurrently until eligibility for either leave expires.

Seniority will continue to accrue during the six (6) week parental leave for eligible Employees. Employees who have not completed their probationary period, and are therefore not covered under the law, may receive up to a maximum of two (2) weeks unpaid leave that is not adjusted for seniority with authorization of the department head and City Manager.

Employees shall be eligible for FMLA in accordance with Federal Law.

ARTICLE 21: SEVERANCE PAY

21.1 All regular Employees who leave the employ of the City in good standing by retirement or resignation shall receive pay for 100% of unused accrued vacation, personal holidays or annual leave (and compensatory time if applicable).

21.2 Employees who retire, resign or are laid off shall be entitled to severance pay which shall be computed at their regular rate of pay at the time of severance and shall amount to one-half (1/2) of the accumulated sick leave with a maximum allowance of 50 days pay. In the case of the death of an Employee who has become eligible for severance pay in accordance with this AGREEMENT, the beneficiary of the Employee shall be eligible to receive the Employee's severance pay as provided above. Notwithstanding the above, Employees covered by the Police Civil Service Commission are eligible for 50% of their sick leave with a maximum payout of 1,200 hours. In case of death in the line of duty for any employee covered under this Agreement, 100% of the accumulated sick

leave/deferred sick leave shall go directly into the employee's RHS plan in accordance with the Plan.

- 21.3 If an Employees moves from one bargaining unit to another, the hours accrued and unused prior to the change will be covered by the applicable union contract in effect at the time of the change.

ARTICLE 22: INJURY ON DUTY

Employees injured, or contracting an illness, from actual service for the EMPLOYER and thereby rendered incapable of performing their duties shall receive pay equal to their regular pay during the period of incapacity without loss of sick leave for a period not exceeding ninety (90) working days per injury, subject to the following conditions:

- a. In order to receive the benefits of this section for a period exceeding seven (7) days, the injury or illness must be determined to be eligible under worker's compensation.
- b. In order to be eligible for the benefits of this section for a period of seven (7) days or less, the EMPLOYER must determine that the injury is "on-the-job" in nature.
- c. In order to be eligible for the benefits of this section, a written report of such injury must be made within twenty-four (24) hours of the injury to the EMPLOYER.
- d. If an Employee takes advantage of this section all salary related benefit income (such as worker's compensation, disability payments, etc.) must be turned over to the EMPLOYER.
- e. Benefits of this section shall assure Employees of their current pay rate only and shall not include allowances for overtime or other pay.
- f. The recipient of the benefits of this section must submit proof that reasonable efforts have been made to secure all salary related injury benefits available.
- g. The EMPLOYER may require a reasonable number of physical examinations by a physician of the City's choice at reasonable times at the City's expense.
- h. This section does not apply in the case of death of an Employee on duty or otherwise.
- i. The current pay rate of an Employee will continue until the "on-the-job" status of an injury has been determined if said injury appears to be "on-the-job". However, if it is found that the injury is not job related, the time off will be credited to sick leave, vacation time, annual leave, or compensatory time off or, if none of these are adequate, deducted from future pay of the Employee.

In the event vacation time is used, upon the return to work of the Employee, 50% of future sick leave accrual may be transferred to vacation time, until such time as the accrued vacation time reaches the level it was before time off was credited to vacation time.

- j. Time available under this section shall not be considered as sick leave and shall not be included in accrued sick leave at the time of termination of employment.
- k. This section shall not be applicable if such job related injury is due to intentional negligence on the part of the employee so injured.

ARTICLE 23: INSURANCE

2015 Health Care Costs/Contributions

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

- i. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
 - 1. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
 - ii. \$1,700 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage. For newly hired employees who have successfully completed one year of employment, the contribution shall be \$1800.00.
 - iii. \$2,700 annually into a HRA for those employees who elect family coverage. For newly hired employees who have successfully completed one year of employment, the contribution for family coverage shall be \$2800.00.
- b. The City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave in lieu of receiving the contribution into the Employee's HRA.

2016 Health Care Costs/Contributions

23.3 The Employer and the Union mutually agree to re-open this contract in 2016 to negotiate health insurance costs/contributions. The re-opener is exclusive to Article 23. Should the parties fail to reach an agreement on the terms of Article 23 through good-faith negotiations, the parties mutually agree to refer the issue to binding "final offer" interest arbitration.

The Employer and the Union further agrees to actively engage in labor-management discussions and planning with regard to future citywide health insurance offerings. It is the Employer's expectation that a global agreement with all affected bargaining units will be reached by the city's insurance committee.

In the event health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act and its related regulations, the Union and the Employer will meet immediately to negotiate alternative provisions. Should the Affordable Care Act and its related regulations cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will immediately meet and, upon written mutual agreement of the parties, negotiate alternative provisions.

In addition, the City will pay 50% of the cost of Employee (single) coverage for the HDHP for Employees who work (and are on payroll) 30 or more hours per week. Regular part-time Employees with this status may purchase dependent coverage at their own cost.

- 23.4 **Dental Insurance** - The EMPLOYER shall pay one hundred percent (100%) of the cost of Employee (single) dental insurance premium. Dental benefits apply to full-time employees only.
- 23.5 **IRS-125 Plan** - As permitted, the EMPLOYER shall provide an IRS-125 Plan to be used for Employee's health and dental insurance premiums.
- 23.6 **Life Insurance** - The EMPLOYER shall provide a life insurance policy with a benefit value equal to 100% of regular annual salary to a maximum of \$45,000 for 2013 for all full-time Employees and \$50,000.00 for 2014 for full time employees.

- 23.7 Long-Term Disability Insurance - The EMPLOYER will provide Long-Term Disability Insurance with the cost of such being fully paid by the EMPLOYER. Such Long-Term Disability Insurance shall be coordinated with other benefits provided in this AGREEMENT. Employees are not eligible for vacation, sick leave, or annual leave accrual while receiving Long-Term Disability payments except for hours on payroll using accrued leave. Coverage shall also be provided to regular part-time Employees who work (and are on payroll) 20 or more hours per week.
- 23.8 Short-Term Disability Insurance - The EMPLOYER agrees to provide optional, Employee-paid short-term disability insurance coverage for all regular Employees who are on payroll at 20 or more hours per week. Employees may elect this optional coverage at the Employee's cost.
- 23.9 Long-term Care - Employees are eligible to elect coverage in the City's optional Long-term care benefit at the Employees cost, if they meet the criteria established in the plan.
- 23.10 Retiree Health Savings - The City agrees to provide a retiree health savings plan with the following plan specifications:
- A. Participant and benefit eligibility criteria: Must be full-time employee, no minimum or maximum age and no years of service requirement.
 - B. Benefits will be limited to insurance premiums only (health, dental, vision and long-term care premiums, Medicare Part B, Medicare Part D, Medicare supplements and other prescription drug insurance premiums).
 - C. The RHS plan will be funded by severance pay as follows:
 - 1. 100% of eligible severance pay for sick leave and deferred sick leave would be deposited into the RHS plan if the employee is age 50 or above at the time of separation from service.
 - 2. 100% of accrued annual leave and personal holidays would be deposited into the RHS plan if the employee's balance is at least 80 hours at the time of separation from service and the employee is at least age 50. If under 80 hours or under age 50, nothing would go in.
 - 3. 100% of accrued vacation and personal holidays would be deposited into the RHS plan if the employee is at least age 50 and their vacation balance is at least 80 hours at the time of separation from service. If under 80 hours or age 50, nothing would go in.
 - D. The RHS plan will be funded with annual deposits as follows:
 - 1. Employees who are eligible for annual leave and are at least age 50, will have the cash value of 16 hours of annual accrued but unused annual leave deposited into the RHS plan if the annual leave balance is at least 240 hours on the last payroll in December. In addition, there would be an annual deposit of the cash value of all hours over 300 hours - as of the last payroll in December. (Under the first part of this provision, if an employee uses all of their annual accrual in a particular year, nothing will go into the plan that year. If they use all but 10 hours, the 10 would go in.)
 - 2. Employees that have a vacation balance of 160 or more hours on the last payroll in December, and are at least age 45, will have the cash value of 16 hours of annual accrued but unused vacation deposited into the RHS plan. In addition, employees of any age will have the cash value of all vacation hours in excess of the carryover limit (1.5 times annual accrual) deposited into the

RHS plan. (If an employee uses all the vacation they earn that year or their balance did not exceed the carryover limit, nothing would go in.)

3. All employees will have the cash value of all personal holiday hours unused as of December 31 deposited into the RHS plan.

ARTICLE 24: CLOTHING AND EQUIPMENT

Employees covered by the Police Civil Service Commission will receive clothing and equipment consistent with that allowed in the LELS (Local 173) Sergeants contract currently in effect. Fire Department employees will receive clothing and equipment consistent with that allowed in the IAFF (Local 4470 - O) contract currently in effect. The positions of Street Maintenance Superintendent and Sanitary Sewer/Fleet Management Superintendent will receive clothing and equipment consistent with that allowed in the AFSCME Council No. 5 (Local 2725) contract currently in effect.

ARTICLE 25: TRAVEL AND MEAL ALLOWANCE

- 25.1 **Mileage** - The EMPLOYER agrees to pay mileage reimbursement at the current IRS rate to Employees required by the EMPLOYER to use their private vehicles for official City business, excluding Employees who receive a mileage allowance.
- 25.2 **Mileage Allowances** – Mileage allowances of \$200 per month shall be provided to: Citizen Services Director/City Clerk, Public Works Director/City Engineer, Parks & Recreation Director, IT Director. The City does not reimburse or pay mileage allowances for portal-to-portal travel (home to work and back home again).
- 25.3 **Take Home Vehicles** – Vehicles are provided to Employees to assist in conducting City business. Use of City-owned property and vehicles outside work hours will be allowed only in situations where such use constitutes a benefit to the City, including personal use incidental to the use of the vehicle for City business. Use of take-home vehicles for driving to and from work or work-related meetings or training on off-duty hours is permitted. Employees with take home vehicles must have sufficient equipment in the vehicle to respond to a call whenever their vehicles are used. Currently, the only Employees outside of the Police and Fire Departments with take home vehicles the Street Maintenance Superintendent and the Sanitary Sewer/Fleet Mgmt./Parks Superintendent.
- 25.4 **Meals** – Expenses for meals, including sales tax and gratuity, will be reimbursed according to the following limits and procedures. No reimbursement will be made for alcoholic beverages. Per diem meal and incidental expenses as set forth in the annual General Services Administration Meals and Incidentals Expenses Table located on the internet at www.gsa.gov/mie will be allowed without receipts being required. Seventy five percent of the per diem is allowed for travel days as set forth in that table. If less than three meals are purchased, deductions to the per diem or the meal allowance maximum will be made in the amounts as set forth in that table. Also, if a meal is provided as part of the training, seminar, conference or other event being attended, an appropriate deduction shall also be made for that meal. Full reimbursements, over the maximums specified, will be authorized for all employees if a lower cost meal is not available when attending banquets, training sessions, or meetings of professional organizations.

ARTICLE 26: PERSONNEL FILE

A copy of any material to be placed in an Employee's personnel file during the term of this AGREEMENT shall be provided to the Employee. All disciplinary action material more than

three (3) years old will not be used in further disciplinary actions. All disciplinary action material will be removed after five (5) years if no further disciplinary action has been taken except as specified in Article 15.2.

ARTICLE 27: TUITION REIMBURSEMENT

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

ARTICLE 28: LEGAL DEFENSE

Any Employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under direct order of his/her supervisor, shall be reimbursed for reasonable attorney's fees and Court costs actually incurred by such Employee in defending against such charge. Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of Employee judgmental decision outside the scope of their employment may not receive legal defense by the City.

ARTICLE 29: REQUIRED LICENSES

The City agrees to pay for licenses and certifications and renewal of same that are required by law or the City, except driver licenses.

ARTICLE 30: WAGE SCHEDULE

- 30.1 **Cost of Living:** EMPLOYER shall pay a 2% increase effective January 1, 2015 for all Employees. EMPLOYER shall then pay a 1% increase effective January 9, 2016; 1% increase effective June 11, 2016; and 1% increase effective September 3, 2016 for all Employees. These cost of living increases have already been included within the salary ranges set forth in Appendices A and B.
- 30.2 **Deferred Compensation:** The Employer will contribute to each full-time Employee an amount equal to three and one quarter percent (3.25%) of their regular salary so long as the Employee contributes a matching amount of the regular salary to be deposited into an approved deferred compensation plan. The following positions shall be grandfathered to higher percentages as follows:
- Police Commander (Kvam), Fire Chief, Parks & Recreation Director = 3.75%
 - Citizen Services Director/City Clerk, Police Commander (Shortreed), Public Work Director/City Engineer = 3.50%
 - In the event that any of these positions shall become vacant, the deferred compensation for the newly hired Employee shall be reset to 3.25%

- o In the event that any of the current Employees in the above listed positions are promoted or otherwise reclassified to a new position that is not part of a demotion or disciplinary action, said Employee shall remain at the current deferred compensation level as listed above.

If the percentage amount for an Employee as calculated above falls below \$150.00 per month then the Employee may contribute up to \$150.00 per month instead of the lower percentage amount for that Employee, and the Employer shall match such contribution. Regular part-time Employees who work (and are on payroll) twenty (20) or more hours per week will receive a pro-rated amount deposited into an approved deferred compensation plan under the same conditions a full-time employees.

30. 3 Incumbent Salary Ranges: EMPLOYER agrees to maintain the current salary ranges for all existing employees holding GROUP positions as of November 1, 2007 (except some positions have been increased pursuant to agreement between the parties to be equal to salaries to be paid to new hires or transfers). These salary ranges have been increased by 1% for the first six months of 2013 and these salary ranges have also been increased by 1% for the final six months of 2013 and have been increased 2% for 2014 for both the minimum and maximum salary for each position and shall be paid according to the attached salary ranges set forth and incorporated herein at column 1 of Appendices A & B. See *Appendices A& B—Column 1 - Current Incumbents Salary Ranges.*
30. 4 New Hire/Transfers Salary Ranges: For new hires and for Employees transferred into the GROUP after November 1, 2007, EMPLOYER shall pay newly hire/transferred Employees as specified in column 2 of Appendices A & B attached hereto and incorporated herein. These salary ranges have been increased by 1% for the first six months of 2013 and these salary ranges have also been increased by 1% for the final six months of 2013 and have been increased 2% for 2014 for both the minimum and maximum salary for each position and shall be paid according to the attached salary ranges set forth and incorporated herein at column 2 of Appendices A & B. See *Appendices A& B—Column 2 - New Hires and Transferred Employees.*
30. 5 Anniversary increases: Employees (current incumbents and new hires/transferred) are eligible for an increase in pay on their anniversary date, provided they are not already at the maximum salary for their pay range. Employees must be fully satisfactory to move up in their salary range. If an Employee is not fully satisfactory, their increase will be delayed until they have received two consecutive fully satisfactory performance reviews. Once a delayed increase is provided, the new eligibility date for pay increases for that Employee will change to the date the delayed increase went into effect. Movement within the ranges is based on time in the position and performance. It is the employee's responsibility to direct a request/justification for an anniversary increase in writing to his/her supervisor, or Department Head, if applicable. Anniversary increases shall be granted at the Department Head's or, if for a Department Head, the City Manager's discretion/approval.

The following is a chart for parameters for determining pay increases.

<u>If current salary is:</u>	<u>Increase can be:</u>
Bottom of Range:	Up to 5%
25% - 50% of Range:	Up to 4.5%
50% - 75% of Range:	Up to 4%
Top 25% of Range:	Up to 3.5%

Employees will normally be hired at the minimum pay. Exceptions can be approved by the City Manager based on qualifications and experience. Employees who are promoted

will move to a pay rate, which gives them at least a 3% increase over their pre-promoted pay rate, subject to limitations of the salary range maximum.

ARTICLE 31: SAFETY

31.1 Joint Safety

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

31.2 Safety Committee

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

ARTICLE 32: WAIVER

32.1 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.

32.2: The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this agreement for the stipulated duration of this agreement.

32.3: The Employer and the Collective Bargaining Group agree that the parties have now had the opportunity to fully negotiate the terms and conditions of employment as provided for pursuant to the Minnesota Public Employment Labor Relations Act. Thus, each voluntarily and unqualifiedly waives the right to meet and negotiate further during the term of this Agreement regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 33: SAVINGS CLAUSE

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

ARTICLE 34: DURATION

This AGREEMENT shall be effective as of January 1, 2015, and shall remain in full force and effect through the thirty-first (31st) day of December 2016.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the _____ day of _____, 20_____.

FOR THE CITY:

Mayor

City Manager

Assistant City Manager/ Director of HR

FOR THE GROUP:

President

Vice President

Secretary

APPENDIX A

**CONFIDENTIAL & SUPERVISORY GROUP
ANNUAL SALARY RANGES
2015**

	1/1/2015			
	Incumbents		New Hires/Transferred after 11/1/07	
	Minimum	Maximum	Minimum	Maximum
Accounting Supervisor			65,360	85,230
Assistant City Engineer			76,374	98,954
Assistant Finance Director			76,446	101,286
Assistant Fire Chief/EMS Director			83,590	106,781
Assistant Fire Chief/Fire Marshal			83,590	106,781
Citizen Services Director/City Clerk			94,278	116,596
Parks & Rec Director			96,482	117,679
Commander			100,629	112,247
Fire Chief	92,298	123,111	89,561	119,465
GIS Analyst			54,808	72,545
Human Resource Assistant			49,387	63,065
Human Resource Coordinator	61,780	82,016	60,925	80,877
IT Director	78,010	102,479	75,928	100,193
IT Technician			48,246	63,817
Payroll Coordinator			52,037	69,532
Payroll Technician/Administrative Assistant			47,307	63,210
Police Lieutenant			91,551	107,309
Public Works Director			99,448	123,733
Sanitary Sewer/Fleet Mgmt. Superintendent			75,115	97,160
Senior Administrative Assistant			49,387	63,065
Street Maintenance Superintendent			75,115	97,160
System/Network Engineer			69,669	83,950

APPENDIX B

**CONFIDENTIAL & SUPERVISORY GROUP
ANNUAL SALARY RANGES
2016**

	1/9/2016			
	Incumbents		New Hires/Transferred after 11/1/07	
	Minimum	Maximum	Minimum	Maximum
Accounting Supervisor			66,014	86,082
Assistant City Engineer			77,138	99,944
Assistant Finance Director			77,210	102,299
Assistant Fire Chief/EMS Director			84,426	107,849
Assistant Fire Chief/Fire Marshal			84,426	107,849
Citizen Services Director/City Clerk			95,221	117,762
Parks & Rec Director			97,447	118,856
Commander			101,635	113,369
Fire Chief	93,221	124,342	90,457	120,660
GIS Analyst			55,356	73,270
Human Resource Assistant			49,881	63,696
Human Resource Coordinator	62,398	82,836	61,534	81,686
IT Director	78,790	103,504	76,687	101,195
IT Technician			48,728	64,455
Payroll Coordinator			52,557	70,227
Payroll Technician/Administrative Assistant			47,780	63,842
Police Lieutenant			92,467	108,382
Public Works Director			100,442	124,970
Sanitary Sewer/Fleet Mgmt. Superintendent			75,866	98,132
Senior Administrative Assistant			49,881	63,696
Street Maintenance Superintendent			75,866	98,132
System/Network Engineer			70,366	84,790

	6/11/2016			
	Incumbents		New Hires/Transferred after 11/1/07	
	Minimum	Maximum	Minimum	Maximum
Accounting Supervisor			66,674	86,943
Assistant City Engineer			77,909	100,943
Assistant Finance Director			77,982	103,322
Assistant Fire Chief/EMS Director			85,270	108,927
Assistant Fire Chief/Fire Marshal			85,270	108,927
Citizen Services Director/City Clerk			96,173	118,940
Parks & Rec Director			98,421	120,045
Commander			102,651	114,503
Fire Chief	94,153	125,585	91,362	121,867
GIS Analyst			55,910	74,003
Human Resource Assistant			50,380	64,333
Human Resource Coordinator	63,022	83,664	62,149	82,503
IT Director	79,578	104,539	77,454	102,207
IT Technician			49,215	65,100
Payroll Coordinator			53,083	70,929
Payroll Technician/Administrative Assistant			48,258	64,480
Police Lieutenant			93,392	109,466
Public Works Director			101,446	126,220
Sanitary Sewer/Fleet Mgmt. Superintendent			76,625	99,113
Senior Administrative Assistant			50,380	64,333
Street Maintenance Superintendent			76,625	99,113
System/Network Engineer			71,070	85,638

	9/3/2016			
	Incumbents		New Hires/Transferred after 11/1/07	
	Minimum	Maximum	Minimum	Maximum
Accounting Supervisor			67,341	87,812
Assistant City Engineer			78,688	101,952
Assistant Finance Director			78,762	104,355
Assistant Fire Chief/EMS Director			86,123	110,016
Assistant Fire Chief/Fire Marshal			86,123	110,016
Citizen Services Director/City Clerk			97,135	120,129
Parks & Rec Director			99,405	121,245
Commander			103,678	115,648
Fire Chief	95,095	126,841	92,276	123,086
GIS Analyst			56,469	74,743
Human Resource Assistant			50,884	64,976
Human Resource Coordinator	63,652	84,501	62,770	83,328
IT Director	80,374	105,584	78,229	103,229
IT Technician			49,707	65,751
Payroll Coordinator			53,614	71,638
Payroll Technician/Administrative Assistant			48,741	65,125
Police Lieutenant			94,326	110,561
Public Works Director			102,460	127,482
Sanitary Sewer/Fleet Mgmt. Superintendent			77,391	100,104
Senior Administrative Assistant			50,884	64,976
Street Maintenance Superintendent			77,391	100,104
System/Network Engineer			71,781	86,494

APPENDIX C

ANNUAL LEAVE PROGRAM

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

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

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

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

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

- C. Medical Certification - Good attendance is an essential job function for all City employees. If unplanned absences are excessive, a doctor's certificate may still be required. It shall state the nature and duration of the illness or injury and verify that the employee is unable to perform the duties and responsibilities of their position. A statement attesting to the employee's ability to return to work and perform the essential functions of the job and a description of any work restrictions may also be required before the employee returns to work. (If an unplanned absence is not viewed as a problem by the employee's supervisor, a doctor's statement will not be required.)

- D. Accrual Rates -

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

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

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

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

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

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

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

The City also has a long-term disability program in place where benefits begin at ninety (90) calendar days. Short-term disability benefits cover the period from thirty (30) calendar days to ninety (90) calendar days. Employees who have deferred sick leave may use sick leave hours from the deferred sick leave bank to make up the difference between pay provided by short- and long-term disability insurance payments and their regular take-home pay.

- I. Severance Pay - Under the current vacation and sick leave programs, employees are eligible for 100% of their vacation and personal holiday balance when they leave City employment. Some employees are also eligible for 50% of their sick leave balance when they leave. Eligibility for sick leave as severance varies by group with different maximum

payouts depending on the group. For some groups there are different severance pay benefits dependent upon an employee's start date.

Employees who were hired before May 5, 2001, who are now on the annual leave program, will retain their eligibility for sick leave as severance (using the remaining deferred sick leave balance) under the same conditions as were in place before they elected annual leave.

For example, if an employee was eligible for 50% of their sick leave balance - up to a cap of fifty (50) days - prior to electing annual leave, they will be eligible for 50% of their deferred sick leave balance up to fifty (50) days when they leave City service.

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

- J. Unpaid Leave - Unpaid leaves may be approved in accordance with the City Personnel Policies. Employees must normally use all accrued annual leave prior to taking an unpaid leave. If the leave qualifies under Parenting Leave or Family and Medical Leave, the employee may retain a balance of forty (40) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the City Manager.
- K. Sick Leave Conversion - There are various sick leave conversion programs in existence which cover different employee groups. Some programs vary within a particular group based on hire date. Employees who have annual leave will be able to convert some hours to cash or deferred compensation as described below. Employees who remained with the vacation and sick leave program may continue to convert sick leave and/or vacation based on programs they were eligible for prior to the adoption of annual leave (May 5, 2001).
- L. Annual Leave Conversion - Annual leave will be eligible for conversion to cash or deferred compensation (subject to IRS maximum deferral regulations) annually on a one-for-one basis subject to the following conditions. Up to 40% of the annual leave balance, not to exceed eighty (80) hours, may be converted each year provided the employee has used a minimum of 30% of their annual accrual during the current calendar year and has a minimum balance of at least 176 hours. The minimum balance requirement will be determined as of the first payroll in December and will be based on the employee's current hourly rate on December 1.

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