

Please note, the City Council Workshop Meeting has been CANCELLED.

The Listening Forum begins at 6:30 p.m. before the second and fourth regularly scheduled City Council meetings and replaces Visitor Presentations on the City Council Agenda.

AGENDA
MAPLEWOOD CITY COUNCIL
7:00 P.M. Monday, March 11, 2013
City Hall, Council Chambers
Meeting No. 05-13

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

1. *Acknowledgement of Maplewood Residents Serving the Country*

C. ROLL CALL

Mayor's Address on Protocol:

“Welcome to the meeting of the Maplewood City Council. It is our desire to keep all discussions civil as we work through difficult issues tonight. If you are here for a Public Hearing or to address the City Council, please familiarize yourself with the Policies and Procedures and Rules of Civility, which are located near the entrance. Before addressing the council, sign in with the City Clerk. At the podium please state your name and address clearly for the record. All comments/questions shall be posed to the Mayor and Council. The Mayor will then direct staff, as appropriate, to answer questions or respond to comments.”

D. APPROVAL OF AGENDA

E. APPROVAL OF MINUTES

1. Approval of February 25, 2013 City Council Workshop Meeting Minutes
2. Approval of February 25, 2013 City Council Meeting Minutes

F. APPOINTMENTS AND PRESENTATIONS

None

G. CONSENT AGENDA – *Items on the Consent Agenda are considered routine and non-controversial and are approved by one motion of the council. If a councilmember requests additional information or wants to make a comment regarding an item, the vote should be held until the questions or comments are made then the single vote should be taken. If a councilmember objects to an item it should be removed and acted upon as a separate item.*

1. Approval of Claims
2. Approval of a Resolution Accepting a Donation to the Fire Department from Rochelle Hawthorne
3. Approval of a Resolution of Appreciation for Tammy Wilde – Community Development Department
4. Acceptance of Business and Economic Development Commission 2012 Annual Report
5. Acceptance of Community Design Review Board 2012 Annual Report
6. Housing and Economic Development Commissions Rules of Procedure
7. Approval of a Metropolitan Livable Communities Act Grant Agreement for Concordia Arms
8. Approval of Resolution Directing Modification of Existing Construction Contract, Change Orders with Derau Construction, Police Department Expansion Project – Phase 1
9. Approval of Agreement for Use of Harvest Park for the 2013 Susan G. Komen Twin Cities 3-Day Event Benefiting Komen
10. Approval of a Fee Waiver for a Temporary Food Sales Permit Fee for B-52 Slider Squad – For

the Anna Hurd Memorial Fundraiser

11. Approval of a Temporary Gambling Permit Resolution for the Minnesota Waterfowl Association
12. Approval of Implementation to Replace and Upgrade the Trane Summit System at City Hall
13. Approval of Office Furniture for Parks & Recreations Department, Police Department Expansion Project Phase 1A
14. Resolution Accepting Donation from Friends of the Mississippi River to City of Maplewood

H. PUBLIC HEARINGS

None

I. UNFINISHED BUSINESS

None

J. NEW BUSINESS

1. Havencrest Preliminary Plat, 2292 County Road D East
2. Approval of 2013-2014 Collective Bargaining Agreements:
 - a. Minnesota AFSCME Council No. 5 – Local 2725 – Clerical/Technical & Maintenance Units
 - b. International Association of Firefighters – Firefighters Local 4470 – Fire Officers
 - c. International Association of Firefighters – Firefighters Local 4470 – Firefighters
 - d. Law Enforcement Labor Services, Inc. (Local 173) – Police Sergeants
 - e. Maplewood Confidential & Supervisory Association
 - f. Maplewood Supervisory Association
3. Approval of Contract Extension Through 2014 for HR Attorney Services with Charles Bethel
4. Consider Authorization for Improvements at 1830 County Road B East – Police Department Expansion Project Phase 2 – Investigations & Server Room Relocation
5. Approval of Penalties for Tobacco Compliance Failures

K. AWARD OF BIDS

None

L. ADMINISTRATIVE PRESENTATIONS

1. Consideration to Reschedule April 22, 2013 Council Meeting
2. Consideration to Cancel April 1, 2013 Council – Manager Workshop

M. COUNCIL PRESENTATIONS

None

N. ADJOURNMENT

Sign language interpreters for hearing impaired persons are available for public hearings upon request. The request for this must be made at least 96 hours in advance. Please call the City Clerk's Office at 651.249.2001 to make arrangements. Assisted Listening Devices are also available. Please check with the City Clerk for availability.

RULES OF CIVILITY FOR OUR COMMUNITY

Following are some rules of civility the City of Maplewood expects of everyone appearing at Council Meetings – elected officials, staff and citizens. It is hoped that by following these simple rules, everyone's opinions can be heard and understood in a reasonable manner. We appreciate the fact that when appearing at Council meetings, it is understood that everyone will follow these principles: Show respect for each other, actively listen to one another, keep emotions in check and use respectful language

2. Approval of February 11, 2013 City Council Workshop Minutes

Councilmember Juenemann moved to approve the February 11, 2013 City Council Workshop Minutes as submitted.

Seconded by Mayor Roszbach Ayes – All

The motion passed.

3. Approval of February 11, 2013 City Council Meeting Minutes

Change residence in item M1 to read residents.

Councilmember Koppen moved to approve the February 11, 2013 City Council Workshop Minutes amended.

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

F. APPOINTMENTS AND PRESENTATIONS

None

G. CONSENT AGENDA

Councilmember Juenemann requested agenda items G8 be highlighted. Councilmember Cave had a question for agenda item G3.

Councilmember Juenemann moved to approve agenda items G1-G8.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

1. Approval of Claims

Councilmember Juenemann moved to approve the Approval of Claims.

ACCOUNTS PAYABLE:

\$ 658,909.23	Checks # 89149 thru # 89246 dated 02/06/13 thru 02/12/13
\$ 402,084.82	Disbursements via debits to checking account dated 02/04/13 thru 02/08/13
\$ 167,491.02	Checks # 89247 thru # 89366 dated 02/19/13
\$ 260,941.29	Disbursements via debits to checking account dated 02/11/13 thru 02/15/13
<hr/>	
\$ 1,489,426.36	Total Accounts Payable

4. Approval of Cost Share Agreement with Metropolitan Council for Inflow/Infiltration Improvements

Councilmember Juenemann moved to approve the resolution for the Inflow/Infiltration cost share agreement with the Metropolitan Council and direct the Assistant City Manager to enter into the cost share agreement. Minor modifications approved by the City Attorney are authorized as needed for the agreement.

RESOLUTION 13-2-865
APPROVAL OF COST SHARE AGREEMENT WITH THE METROPOLITAN COUNCIL FOR
INFLOW/INFILTRATION IMPROVEMENTS

WHEREAS, the City Council of Maplewood, Minnesota has heretofore approved the cost share agreement between the City of Maplewood and the Metropolitan Council for inflow/infiltration improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that:

1. The Assistant City Manager is hereby authorized to enter into the cost share agreement.

Adopted by the Maplewood City Council on this 25th day of February 2013.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

5. Approval of a Resolution Approving Plans and Specifications and Authorizing Advertisement for Bid, Bid Package 4, East Metro Public Safety Training Center, City Project 09-09

Councilmember Juenemann moved to approve the Resolution for Approving Plans and Advertisement for Bids, East Metro Public Safety Training Center Bid Package 4, City Project 09-09.

RESOLUTION 13-2-866
APPROVING PLANS
ADVERTISING FOR BIDS
(BID PACKAGE 4 – Simulation and Training Building)

WHEREAS, pursuant to resolution passed by the City Council on May 14, 2012 and June 25, 2012, plans and specifications for the East Metro Public Safety Training Center Improvements, City Project 09-09, have been prepared by (or under the direction of) the City Engineer, who has presented such plans and specifications to the council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MINNESOTA:

1. Such plans and specifications for Bid Package 4, a copy of which are attached hereto and made a part hereof, are hereby approved and ordered placed on file in the office of the City Engineer.

2. The City Clerk or office of the City Engineer shall prepare and cause to be inserted in the official paper and in the Construction Bulletin an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published twice, at least twenty-one days before the date set for bid opening, shall specify the work to be done, shall state that bids will be publicly opened and considered by the council at 10:00 a.m. on the 20th day of March, 2013, at City Hall and that no bids shall be considered unless sealed and filed with the clerk and accompanied by a certified check or bid bond, payable to the City of Maplewood, Minnesota for five percent of the amount of such bid.

3. The City Clerk and City Engineer are hereby authorized and instructed to receive, open, and read aloud bids received at the time and place herein noted, and to tabulate the bids received. The council will consider the bids, and the award of a contract, at the regular City Council meeting of March 25, 2013.

Seconded by Councilmember Koppen

Ayes – All

The motion passed.

6. Approval of Revised Resolution for the Pride of Maplewood Program

Councilmember Juenemann moved to approve the Resolution for the revised Pride of Maplewood Program.

RESOLUTION 13-2-867

A RESOLUTION OF THE MAPLEWOOD CITY COUNCIL ESTABLISHING AN EMPLOYEE RECOGNITION PROGRAM AND DECLARING THAT SUCH PROGRAMS BENEFIT THE PUBLIC BY PROMOTING EFFICIENCY, INITIATIVE, WELLNESS AND MORALE AMONG PUBLIC EMPLOYEES.

WHEREAS, employees throughout the City of Maplewood work diligently and effectively on behalf of the public everyday; and

WHEREAS, City employees should be recognized for the exceptional work that they perform; and

WHEREAS, rewarding City employees enhances productivity, efficiency, wellness and morale in the performance of their duties; and

WHEREAS, it is in the public good to recognize City employees for outstanding performance and/or noteworthy contributions to the accomplishment of the overall objectives of the City; and

WHEREAS, the Maplewood City Council supports the issuance of rewards for City employees to encourage superior performance in their duties;

NOW THEREFORE BE IT RESOLVED by the Council of the City of Maplewood that:

1. In recognition of superior performance and noteworthy contributions to the accomplishment of the overall objectives of the City, it is for the good of the public that the City of Maplewood establish a formal Employee Recognition Program to promote efficiency, initiative and morale among employees of the City of Maplewood.
2. Said program shall be administered under the direction of the City Manager and direct expenses for said program shall not exceed \$1,250 annually. Recipients will receive a non cash award of de minimis value.

This Resolution shall take effect from and after its adoption.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

7. Consider Authorization to Enter into Document Scanning Contract with Mid-America Business Systems

Councilmember Juenemann moved to give authorization to enter into a contract with Mid-America Business Systems for scanning services not to exceed \$60,000

Seconded by Councilmember Juenemann Ayes – All

The motion passed.

8. 2012 Planning Commission Annual Report

Councilmember Juenemann noted a change in the Planning Commissions 2012 Annual Report. Under CONDITIONAL USE PERMITS AND REVISION, RSI Metals Recycling Facility CUP was withdrawn; therefore the report should reflect it was withdrawn.

Councilmember Juenemann moved to approve the Planning Commission's 2012 Annual Report with one change as noted.

Seconded by Councilmember Koppen Ayes – All

The motion passed.

H. PUBLIC HEARING

None

I. UNFINISHED BUSINESS

1. Hills and Dales Area Street Improvements, City Project 09-15, Resolution Adopting Revised Assessment Roll

Assistant City Engineer Love gave the staff report and answered questions of the council. City Attorney Kantrud answered additional questions of the council. The following people spoke:

1. Diana Longrie, Attorney
2. Raymond Decker, 2002 Duluth Street

Councilmember Juenemann moved to approve the Resolution for the Adoption of the Revised Assessment Roll for the Hills and Dales Area Street Improvements, City Project 09-15

RESOLUTION 13-2-868
ADJUSTMENTS TO ASSESSMENT ROLL

WHEREAS, pursuant to a resolution adopted by the City Council on February 11th, 2013, the assessment roll for the Hills and Dales Area Street Improvements, City Project 09-15, was presented in a Public Hearing format (Reassessment), pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, three property owners filed an objection to their assessment according to the requirements of Minnesota Statutes, Chapter 429, summarized as follows:

1. Parcel 162922140017 – Raymond R. Decker; 2002 Duluth Street.
It is currently proposed that the property be assessed for \$6,800. Mr. Decker is requesting that the assessment be cancelled due to the assessment amount being greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.
2. Parcel 162922110075 – Joseph and Kerry Brabbit; 2132 Atlantic Street.
It is currently proposed that the property be assessed for \$6,800. Mr. and Mrs. Brabbit are that the assessment be cancelled due to the assessment amount being greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.
3. Parcel 162922110099 – Esther D. Olson; 2117 Atlantic Street.
It is currently proposed that the property be assessed for \$6,800. Ms. Olson is requesting that the assessment be cancelled due to the assessment amount being greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.
4. Parcel 162922140012 – Arthur Moore and Megan Nelson; 1232 Shryer Avenue.
It is currently proposed that the property be assessed for \$6,800. Mr. Moore and Ms. Nelson are requesting that the assessment be cancelled due to the assessment amount being greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.
5. Parcel 162922140045 – Kenneth G. and Therese A. Dufner; 2017 Duluth Street.
It is currently proposed that the property be assessed for \$6,800. Mr. and Mrs. Dufner are requesting that the assessment be cancelled due to the assessment amount being greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.
6. Parcel 092922440069 – Peggy J. Hartzell; 1246 County Road B East.
It is currently proposed that the property be assessed for \$5,200. Ms. Hartzell is requesting that the assessment be cancelled due to the assessment amount being greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.
7. Parcel 092922440076 – Jay R. Gruett; 1237 Leland Road.
It is currently proposed that the property be assessed for \$4,000. Mr. Gruett is requesting that the assessment be cancelled due to the assessment amount being greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.
8. Parcel 092922440086 – Rebecca Gurrola; 2210 Duluth Street.
It is currently proposed that the property be assessed for \$5,200. Ms. Gurrola is requesting that the assessment be cancelled due to the assessment amount being greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.
9. Parcel 142922440047 – Phoenix Residence, Inc.; 1685 Howard Street.
It is currently proposed that the property be assessed for \$6,300. Phoenix Residence, Inc. is requesting that the assessment be cancelled due to the assessment amount being

greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.

10. Parcel 142922410048 – Phoenix Residence, Inc.; 1866 Furness Street.
It is currently proposed that the property be assessed for \$6,800. Phoenix Residence, Inc. is requesting that the assessment be cancelled due to the assessment amount being greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.
11. Parcel 142922440047 – Phoenix Residence, Inc.; 1685 Howard Street.
It is currently proposed that the property be assessed for \$6,300. Phoenix Residence, Inc. is requesting that the assessment be cancelled due to the assessment amount being greater than the benefit to the property and the reassessment not occurring in a reasonable amount of time.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA:

- A. That the City Engineer and City Clerk are hereby instructed to make the following adjustments to the assessment roll for the Hills and Dales Area Street Improvements, City Project 09-15:
 1. Parcel 162922140017 – Raymond R. Decker; 2002 Duluth Street.
It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.
 2. Parcel 162922110075 – Joseph and Kerry Brabbit; 2132 Atlantic Street.
It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.
 3. Parcel 162922110099 – Esther D. Olson; 2117 Atlantic Street.
It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.
 4. Parcel 162922140012 – Arthur Moore and Megan Nelson; 1232 Shryer Avenue.
It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.
 5. Parcel 162922140045 – Kenneth G. and Therese A. Dufner; 2017 Duluth Street.
It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.
 6. Parcel 092922440069 – Peggy J. Hartzell; 1246 County Road B East.
It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.
 7. Parcel 092922440076 – Jay R. Gruett; 1237 Leland Road.

It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.

8. Parcel 092922440086 – Rebecca Gurrola; 2210 Duluth Street.
It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.
 9. Parcel 142922440047 – Phoenix Residence, Inc.; 1685 Howard Street.
It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.
 10. Parcel 142922410048 – Phoenix Residence, Inc.; 1866 Furness Street.
It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.
 11. Parcel 142922440048 – Bob A. M. Serreyn and Dominic J. Chiappetta; 1695 Howard Street.
It is recommended to **deny cancellation** of the reassessment as the property received direct benefit (per appraisal) from the street reconstruction and utility improvements and the reassessment occurred in a reasonable amount of time.
- B. The assessment roll for the Hills and Dales Area Street Improvements, City Project 09-15, is hereby accepted, a copy of which is attached hereto and made a part hereof. Said assessment roll shall constitute the assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
- C. Such assessments shall be payable in equal annual installments extending over a period of 15 years, the first installments to be payable on or before the first Monday in January 2014 and shall bear interest at the rate of 5.0 percent per annum. To the first installment shall be added interest on the entire assessment from February 25, 2013 until December 31, 2014. To each subsequent installment when due, shall be added interest for one year on all unpaid installments.
- D. The owner of any property so assessed may, at any time prior to certification of the reassessment to the county auditor, pay the whole of the reassessment on such property, with interest accrued to the date of payment, to the City of Maplewood, except that no interest shall be charged if the entire reassessment is paid within 30 days from the adoption of the reassessment. Owner may at any time thereafter, pay to the Ramsey County the entire amount of the reassessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.
- E. The City Engineer and City Clerk shall forthwith after November 15, 2013 but no later than November 16, 2013 transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over the same manner as other municipal taxes.

Adopted by the council on this 25th day of February, 2013.

Seconded by Councilmember Koppen

Ayes – Mayor Rossbach, Council Members
Cardinal, Juenemann and Koppen

Nays – Councilmember Cave

The motion passed.

2. Approval of Contract Extension through 2014 for City Attorney and City Prosecution Services with H. Alan Kantrud

Assistant City Manager Ahl presented the staff report and answered questions of the council.

Councilmember Cave moved to approve the contract extension with H. Alan Kantrud for 2014 as City Attorney/City Prosecutor and authorize the Mayor and City Manager to execute said contract. The staff will send via email a copy of the updated contract to the council members for their records.

Seconded by Councilmember Juenemann

Ayes – All

The motion passed.

J. NEW BUSINESS

1. Approval of a Comprehensive Plan Amendment from P (Park) to LDR (Low Density Residential) for Privately-Owned Property in the Gladstone Neighborhood

Senior Planner Ekstrand gave the staff report and answered questions of the council.

Councilmember Juenemann moved to adopt the Resolution approving a Comprehensive Land Use Plan Amendment from P (Park) to LDR (Low Density Residential) for the property located west of Gloster Park.

RESOLUTION 13-2-869
LAND USE PLAN AMENDMENT

WHEREAS, the City of Maplewood Planning Staff has requested a change to the City of Maplewood's land use plan from P (park) to LDR (low density residential).

WHEREAS, this change applies to the property located west of Gloster Park. The property identification number is:

16 29 22 42 0057

WHEREAS, the history of this change is as follows:

1. On February 5, 2013, the planning commission held a public hearing. The city staff published a hearing notice in the Maplewood Review and sent notices to the surrounding property owners. The planning commission gave everyone at the hearing a chance to speak and present written statements. The planning commission recommended that the city council approve the land use plan change.
2. On February 25, 2013, the city council discussed the land use plan change. They considered reports and recommendations from the planning commission and city staff.

2. Fish Creek

Councilmember Juenemann gave an update on the Fish Creek Event Get Together that was held at the MCC on February 22, 2013 indicating that it was a successful event. .

3. Snow Shoveling

Councilmember Juenemann encouraged residents that have fire hydrants on their property to assist the City with shoveling around them if they are able.

4. Listening Forum

Councilmember Koppen suggested that the city council not conduct the Listening Forum that is held at 6:30 p.m. before council meetings until a better way is decided on how to conduct it. It was agreed that the council would look for other opportunities and discuss the issue at the upcoming council retreat or a future council workshop.

5. Charitable Gambling Funds

Mayor Rossbach inquired if there were some funds left in the charitable gambling fund. He further asked if the council could request some of the money be spent on something. Assistant City Manager Ahl answered questions related to charitable gambling requests. Mayor Rossbach further explained that he had been contacted by a representative of Redeeming Love Church for funding for a Dental Bus that travels around to help the homeless with dental work.

6. Death of Cable Commission Member

Councilmember Cardinal informed residents that Cable Commissioner George Rouse of White Bear Township passed away last Saturday and offered condolences to his family and friends.

Further Council Comments

Mayor Rossbach informed residents that the City Council will have a joint workshop with the City of Oakdale on Tuesday, February 26, 2013 at Oakdale City Hall at 5:00 p.m.

City Manager Antonen reminded council that the March 4th City Council Workshop has been cancelled due to the council retreat on March 6th.

N. ADJOURNMENT

Mayor Rossbach adjourned the meeting at 8:21 p.m.

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AGENDA REPORT

TO: City Council
FROM: Finance Manager
RE: APPROVAL OF CLAIMS
DATE: March 11, 2013

Attached is a listing of paid bills for informational purposes. The City Manager has reviewed the bills and authorized payment in accordance with City Council approved policies.

ACCOUNTS PAYABLE:

\$ 318,210.99	Checks # 89337 thru # 89379 dated 02/20/13 thru 02/26/13
\$ 366,033.45	Disbursements via debits to checking account dated 02/19/13 thru 02/22/13
\$ 842,922.62	Checks # 89380 thru # 89479 dated 02/28/13 thru 03/05/13
\$ 304,909.78	Disbursements via debits to checking account dated 02/25/13 thru 03/01/13
<u>\$ 1,832,076.84</u>	Total Accounts Payable

PAYROLL

\$ 527,068.74	Payroll Checks and Direct Deposits dated 03/01/13
\$ 763.00	Payroll Deduction check # 9989203 thru # 9989204 dated 03/01/13
<u>\$ 527,831.74</u>	Total Payroll
<u><u>\$ 2,359,908.58</u></u>	GRAND TOTAL

Attached is a detailed listing of these claims. Please call me at 651-249-2902 if you have any questions on the attached listing. This will allow me to check the supporting documentation on file if necessary.

as
attachments

**Check Register
City of Maplewood**

02/22/2013

<u>Check</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	
89337	02/20/2013	02464	US BANK	FUNDS FOR ATMS	10,000.00
89338	02/26/2013	00585	GOPHER STATE ONE-CALL	NET BILLABLE TICKETS - JAN	214.70
89339	02/26/2013	04206	H.A. KANTRUD	ATTORNEY SRVS FEES/RENT - MARCH	15,433.33
89340	02/26/2013	00985	METROPOLITAN COUNCIL	WASTEWATER - MARCH	217,290.63
89341	02/26/2013	01202	NYSTROM PUBLISHING CO INC	RECREATION BROCHURE - FEB	11,883.22
	02/26/2013	01202	NYSTROM PUBLISHING CO INC	MAPLEWOOD MONTHLY - FEB	7,207.46
	02/26/2013	01202	NYSTROM PUBLISHING CO INC	DAY CAMP BROCHURES	356.96
	02/26/2013	01202	NYSTROM PUBLISHING CO INC	DAY CAMP BROCHURE - 2ND ORDER	264.36
89342	02/26/2013	01497	SPRINGSTED INC	REBATE CALCULATIONS	3,100.00
	02/26/2013	01497	SPRINGSTED INC	REBATE CALCULATIONS	3,100.00
89343	02/26/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	8,058.07
	02/26/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	3,177.44
	02/26/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	545.32
	02/26/2013	01190	XCEL ENERGY	FIRE SIRENS	56.94
89344	02/26/2013	01798	YOCUM OIL CO.	CONTRACT DIESEL FUEL - FEB	9,881.43
89345	02/26/2013	04199	YOUTH SERVICE BUREAU, INC.	PD JUVENILE REFERRAL SRVS - 1ST QTR	6,630.00
89346	02/26/2013	02880	ZAHL PETROLEUM MAINTENANCE CO	TECHNICIAN SITE VISIT	291.00
89347	02/26/2013	00111	ANIMAL CONTROL SERVICES	PATROL & CALL-OUT 1/28 - 2/10	1,400.00
89348	02/26/2013	05114	BOLTON & MENK, INC.	PROJ 11-11 CONSULTING SERVICES	480.00
89349	02/26/2013	00211	BRAUN INTERTEC CORP.	CONSTRUCTION MATERIALS TESTING	491.00
89350	02/26/2013	02506	HUNT ELECTRIC CORP	PROJ 09-08 MOVE ELECTRIC SERVICE	6,380.00
89351	02/26/2013	04995	KFD TRAINING & CONSULTATION	TRAINING - BUSACK	129.00
89352	02/26/2013	00857	LEAGUE OF MINNESOTA CITIES	PATROL ONLINE TRAINING SUB	1,785.00
	02/26/2013	00857	LEAGUE OF MINNESOTA CITIES	TRAINING - DOBLAR	20.00
	02/26/2013	00857	LEAGUE OF MINNESOTA CITIES	TRAINING - KVAM	20.00
89353	02/26/2013	00983	METRO SALES INC	LEASE PMT 2/15 - 3/15	484.14
89354	02/26/2013	01088	MN POLLUTION CONTROL AGENCY	HAZARDOUS WASTE ANNUAL FEE	269.00
89355	02/26/2013	01175	CITY OF NORTH ST PAUL	MONTHLY UTILITIES - JAN	2,529.57
	02/26/2013	01175	CITY OF NORTH ST PAUL	FIBER OPTIC ACCESS CHG - FEB	1,068.75
89356	02/26/2013	00001	ONE TIME VENDOR	REFUND R BERRY MEMBERSHIP	441.71
89357	02/26/2013	00001	ONE TIME VENDOR	REFUND S HERRON OVERPD AMB	25.00
89358	02/26/2013	00001	ONE TIME VENDOR	REFUND C VOS HEART HOPPERS PARTY	9.00
89359	02/26/2013	00001	ONE TIME VENDOR	REFUND H BLOMKER HEART HOPPERS	9.00
89360	02/26/2013	01239	MARY KAY PALANK	REIMB FOR SUPPLIES 02/14	75.49
89361	02/26/2013	01345	RAMSEY COUNTY	HAZARDOUS WASTE LICENSE	293.49
89362	02/26/2013	02008	RAMSEY COUNTY PUBLIC WORKS	SALT BRINE FOR PRE-WET SYS - JAN	248.96
89363	02/26/2013	01359	REGAL AUTO WASH BILLING	CAR WASHES - JAN	95.00
89364	02/26/2013	02001	CITY OF ROSEVILLE	PHONE SERVICE - FEB	1,436.20
89365	02/26/2013	00006	SILVER SNEAKERS	REFUND MOHWINKEL - MEMBERSHIP	412.41
89366	02/26/2013	00006	SILVER SNEAKERS	REFUND DESAI - MEMBERSHIP	395.68
89367	02/26/2013	00006	SILVER SNEAKERS	REFUND SOFIE - MEMBERSHIP	254.40
89368	02/26/2013	00006	SILVER SNEAKERS	REFUND J MOORE - MEMBERSHIP	187.13
89369	02/26/2013	00006	SILVER SNEAKERS	REFUND B ERICKSON - MEMBERSHIP	149.94
89370	02/26/2013	00006	SILVER SNEAKERS	REFUND D WATNEMO - MEMBERSHIP	142.80
89371	02/26/2013	00006	SILVER SNEAKERS	REFUND L JOHNSON - MEMBERSHIP	112.28
89372	02/26/2013	00006	SILVER SNEAKERS	REFUND L MOERKL - MEMBERSHIP	74.31
89373	02/26/2013	00006	SILVER SNEAKERS	REFUND R SKOGE - MEMBERSHIP	72.84
89374	02/26/2013	00006	SILVER SNEAKERS	REFUND B SIMONS - MEMBERSHIP	57.12
89375	02/26/2013	00006	SILVER SNEAKERS	REFUND J ANDERSON - MEMBERSHIP	57.12
89376	02/26/2013	00006	SILVER SNEAKERS	REFUND M OHATA - MEMBERSHIP	32.84
89377	02/26/2013	00006	SILVER SNEAKERS	REFUND D CHRISTENSON - MEMBERSHIP	32.13
89378	02/26/2013	01836	CITY OF ST PAUL	MAINTAIN STREET LIGHTS - JAN	786.74
89379	02/26/2013	01789	CITY OF WOODBURY	ANNUAL SEWER MAINTENANCE 51W	262.08
				318,210.99	
43 Checks in this report.					

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/19/2013	MN State Treasurer	Drivers License/Deputy Registrar	18,838.78
2/19/2013	U.S. Treasurer	Federal Payroll Tax	99,988.72
2/19/2013	P.E.R.A.	P.E.R.A.	89,096.02
2/19/2013	ICMA (Vantagepointe)	Retiree Health Savings	118.11
2/19/2013	MidAmerica - ING	HRA Flex plan	23,891.57
2/19/2013	Labor Unions	Union Dues	3,538.90
2/20/2013	MN State Treasurer	Drivers License/Deputy Registrar	30,364.65
2/20/2013	MN Dept of Revenue	Sales Tax	12,209.00
2/20/2013	MN State Treasurer	State Payroll Tax	20,598.70
2/21/2013	MN State Treasurer	Drivers License/Deputy Registrar	34,846.33
2/21/2013	MN Dept of Revenue	Fuel Tax	544.92
2/22/2013	MN State Treasurer	Drivers License/Deputy Registrar	25,478.90
2/22/2013	Optum Health	DCRP & Flex plan payments	6,518.85
TOTAL			<u><u>366,033.45</u></u>

**Check Register
City of Maplewood**

03/01/2013

Check	Date	Vendor	Description	Amount	
89380	02/28/2013	00986	METROPOLITAN COUNCIL	MONTHLY SAC - JAN	4,682.70
89381	03/05/2013	02149	HEIDI CAREY	MARKETING & ADVERTISING - FEB	4,000.00
89382	03/05/2013	04917	LUNDA CONSTRUCTION CO.	PROJ 04-21 GLADSTONE I PARTPMT#9	368,385.18
89383	03/05/2013	04316	CITY OF MINNEAPOLIS RECEIVABLES	AUTO PAWN SYSTEM - JAN	467.40
89384	03/05/2013	03789	MICHAEL NYE	REIMB FOR OFF DUTY GUM	400.00
89385	03/05/2013	01337	RAMSEY COUNTY-PROP REC & REV	FLEET SUPPORT FEE - FEB	418.08
89386	03/05/2013	01409	S.E.H.	WETLAND MITIGATION MONITORING	1,703.46
	03/05/2013	01409	S.E.H.	WETLAND DELINEATION	1,012.62
89387	03/05/2013	04252	TOWMASTER TRUCK EQUIP. INC.	CUTTING EDGE SYS/PARTS-PLOW TRUCKS	9,801.93
	03/05/2013	04252	TOWMASTER TRUCK EQUIP. INC.	FILL ADAPTOR	50.66
89388	03/05/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	20,024.59
	03/05/2013	01190	XCEL ENERGY	ELECTRIC & GAS UTILITY	11,241.12
89389	03/05/2013	01798	YOCUM OIL CO.	DIESEL FUEL - OFF RACK FOR PW FLEET	10,109.86
89390	03/05/2013	04047	ASHLAND PRODUCTIONS	MCC SUPPORT - JAN	382.00
89391	03/05/2013	04848	AVESIS	MONTHLY PREMIUM - MARCH	240.67
89392	03/05/2013	04471	B&B AVM INC.	SOUND TECHNICIAN MCC MARCH 9	550.00
89393	03/05/2013	05191	CASTLE ELEMENTARY SCHOOL	PARTICIPATION IN SCHOOL CARNIVAL	50.00
89394	03/05/2013	04066	CONNECT ELECTRIC	CERTIFICATION ELECTRICAL MAINT	2,000.00
89395	03/05/2013	04818	BRENDA DANNER	SPEAKER FUR TRADE PRESENTATIONS	450.00
89396	03/05/2013	00412	DONALD SALVERDA & ASSOCIATES	REGISTRATION FEE - L RESENDIZ	500.00
	03/05/2013	00412	DONALD SALVERDA & ASSOCIATES	REGISTRATION FEE - R HORWATH	500.00
89397	03/05/2013	05193	JOHN BRIDGES DRISCOLL	SPEAKER FUR TRADE PRESENTATION	500.00
89398	03/05/2013	00451	EGAN COMPANIES INC	NEW HEATING SYS & REPAIR	3,700.00
	03/05/2013	00451	EGAN COMPANIES INC	NEW HEATING SYS & REPAIR	967.50
89399	03/05/2013	00472	MICHAEL A ERICSON	CONSULTING FEES 2/11 - 2/22	1,250.00
89400	03/05/2013	02929	GLTC PREMIUM PAYMENTS	LTC MONTHLY PREMIUM - MARCH	336.72
89401	03/05/2013	00644	HEALTHPARTNERS	MONTHLY PREMIUM - MARCH	12,106.41
89402	03/05/2013	02263	HILLCREST ANIMAL HOSPITAL PA	ANIMAL BOARDING & DESTRUCTION	313.56
89403	03/05/2013	03978	KANE'S CATERING SERVICE, INC	DINNER - FISH CREEK EVENT FEB 22	2,394.00
89404	03/05/2013	05192	CAITLIN KELLEY	REIMB FOR MILEAGE 1/2 - 1/25	86.45
89405	03/05/2013	05190	LIFELINE TRAINING, LTD.	TRAINING - BIERDEMAN	329.00
89406	03/05/2013	03818	MEDICA	MONTHLY PREMIUM - MARCH	152,202.25
89407	03/05/2013	01126	NCPERS MINNESOTA	MONTHLY PREMIUM - MARCH	528.00
89408	03/05/2013	05194	CHRIS DAVID NISKANEN	SPEAKER FOR FISH CREEK EVENT	300.00
89409	03/05/2013	02909	NORTH AMERICAN SALT CO	ROAD SALT~	7,385.73
	03/05/2013	02909	NORTH AMERICAN SALT CO	ROAD SALT~	5,597.11
	03/05/2013	02909	NORTH AMERICAN SALT CO	ROAD SALT~	3,875.35
89410	03/05/2013	00001	ONE TIME VENDOR	REFUND T BURTON TRANS MEDIC	644.77
89411	03/05/2013	00001	ONE TIME VENDOR	REFUND C LEE TRANS MEDIC	228.00
89412	03/05/2013	00001	ONE TIME VENDOR	REFUND G ANDERSON MEMBERSHIP DIFF	102.84
89413	03/05/2013	00001	ONE TIME VENDOR	REFUND R SCHULZE TRANS MEDIC	82.62
89414	03/05/2013	00001	ONE TIME VENDOR	REFUND R VIDGER NON-RES FEE	80.34
89415	03/05/2013	00001	ONE TIME VENDOR	REFUND Z MOHAMED CANCELLED PROG	42.00
89416	03/05/2013	00001	ONE TIME VENDOR	REFUND D ALLEN BCBS BENEFIT	40.00
89417	03/05/2013	00001	ONE TIME VENDOR	REFUND R NEBY HP BENEFIT	20.00
89418	03/05/2013	02903	PARK CONSTRUCTION CO	PROJ 09-09 PHASE 1 PMT#2	163,303.25
89419	03/05/2013	01418	SAM'S CLUB DIRECT	CONCESSIONS	107.31
	03/05/2013	01418	SAM'S CLUB DIRECT	CONCESSIONS	53.22
89420	03/05/2013	03879	SANSIO	EMS FEES - MARCH	577.08
89421	03/05/2013	04074	ELAINE SCHRADE	TAI CHI INSTRUCTION - WINTER	240.60
89422	03/05/2013	00006	SILVER SNEAKERS	REFUND BAKKEN - UCARE BENEFIT	556.86
89423	03/05/2013	00006	SILVER SNEAKERS	REFUND ELTON - UCARE BENEFIT	545.71
89424	03/05/2013	00006	SILVER SNEAKERS	REFUND R HURLEY - UCARE BENEFIT	522.42
89425	03/05/2013	00006	SILVER SNEAKERS	REFUND ARMSTRONG - UCARE BENEFIT	516.18
89426	03/05/2013	00006	SILVER SNEAKERS	REFUND A FREEMAN - UCARE BENEFIT	515.28

89427	03/05/2013	00006	SILVER SNEAKERS	REFUND LUEDER - UCARE BENEFIT	510.58
89428	03/05/2013	00006	SILVER SNEAKERS	REFUND MCDONOUGH - UCARE BENEFIT	492.62
89429	03/05/2013	00006	SILVER SNEAKERS	REFUND G FREDERICKS - UCARE BENEFIT	485.81
89430	03/05/2013	00006	SILVER SNEAKERS	REFUND R ODEEN - UCARE BENEFIT	477.64
89431	03/05/2013	00006	SILVER SNEAKERS	REFUND J CRENSHAW - UCARE BENEFIT	469.40
89432	03/05/2013	00006	SILVER SNEAKERS	REFUND C BERTHIAUME - UCARE BENEFIT	457.24
89433	03/05/2013	00006	SILVER SNEAKERS	REFUND BARRETT - UCARE BENEFIT	456.72
89434	03/05/2013	00006	SILVER SNEAKERS	REFUND STRIGHT - UCARE BENEFIT	446.38
89435	03/05/2013	00006	SILVER SNEAKERS	REFUND CARPENTER - UCARE BENEFIT	435.88
89436	03/05/2013	00006	SILVER SNEAKERS	REFUND K LATHAM - UCARE BENEFIT	430.02
89437	03/05/2013	00006	SILVER SNEAKERS	REFUND O'CONNOR - UCARE BENEFIT	428.14
89438	03/05/2013	00006	SILVER SNEAKERS	REFUND QUINLAN - MEMBERSHIP	417.34
89439	03/05/2013	00006	SILVER SNEAKERS	REFUND C NELSON - UCARE BENEFIT	402.80
89440	03/05/2013	00006	SILVER SNEAKERS	REFUND Y NELSON - UCARE BENEFIT	402.80
89441	03/05/2013	00006	SILVER SNEAKERS	REFUND M JAMES - UCARE BENEFIT	368.77
89442	03/05/2013	00006	SILVER SNEAKERS	REFUND P WEBER - MEMBERSHIP	336.91
89443	03/05/2013	00006	SILVER SNEAKERS	REFUND LISTON - MEMBERSHIP	322.40
89444	03/05/2013	00006	SILVER SNEAKERS	REFUND J NICHOL - MEMBERSHIP	314.27
89445	03/05/2013	00006	SILVER SNEAKERS	REFUND E SOCERBECK - UCARE BENEFIT	277.08
89446	03/05/2013	00006	SILVER SNEAKERS	REFUND J HOPPE - UCARE BENEFIT	267.23
89447	03/05/2013	00006	SILVER SNEAKERS	REFUND E HOFFHINES - UCARE BENEFIT	262.80
89448	03/05/2013	00006	SILVER SNEAKERS	REFUND H MERTH - UCARE BENEFIT	249.24
89449	03/05/2013	00006	SILVER SNEAKERS	REFUND S BRANDT - UCARE BENEFIT	246.06
89450	03/05/2013	00006	SILVER SNEAKERS	REFUND V ALBU - UCARE BENEFIT	228.56
89451	03/05/2013	00006	SILVER SNEAKERS	REFUND G SCHNAITH - UCARE BENEFIT	225.72
89452	03/05/2013	00006	SILVER SNEAKERS	REFUND T CARLSTROM - UCARE BENEFIT	222.84
89453	03/05/2013	00006	SILVER SNEAKERS	REFUND W MCDOWELL - UCARE BENEFIT	209.31
89454	03/05/2013	00006	SILVER SNEAKERS	REFUND P BUETOW - UCARE BENEFIT	180.00
89455	03/05/2013	00006	SILVER SNEAKERS	REFUND S BLACKSTOCK - UCARE BENEFIT	180.00
89456	03/05/2013	00006	SILVER SNEAKERS	REFUND W PEARSON - UCARE BENEFIT	180.00
89457	03/05/2013	00006	SILVER SNEAKERS	REFUND R SCHUDER - UCARE BENEFIT	166.86
89458	03/05/2013	00006	SILVER SNEAKERS	REFUND P ZACHAU - UCARE BENEFIT	165.00
89459	03/05/2013	00006	SILVER SNEAKERS	REFUND M OHATA - UCARE BENEFIT	165.00
89460	03/05/2013	00006	SILVER SNEAKERS	REFUND J STAHLMANN - UCARE BENEFIT	138.68
89461	03/05/2013	00006	SILVER SNEAKERS	REFUND D JOHNSON - UCARE BENEFIT	135.00
89462	03/05/2013	00006	SILVER SNEAKERS	REFUND L JOHNSON - UCARE BENEFIT	120.00
89463	03/05/2013	00006	SILVER SNEAKERS	REFUND SWANSON - UCARE BENEFIT	120.00
89464	03/05/2013	00006	SILVER SNEAKERS	REFUND C LOIDA - UCARE BENEFIT	120.00
89465	03/05/2013	00006	SILVER SNEAKERS	REFUND M JANSSEN - UCARE BENEFIT	120.00
89466	03/05/2013	00006	SILVER SNEAKERS	REFUND R OUIMET - UCARE BENEFIT	105.00
89467	03/05/2013	00006	SILVER SNEAKERS	REFUND C WIDERSKI - UCARE BENEFIT	100.00
89468	03/05/2013	00006	SILVER SNEAKERS	REFUND L JUERGENS - UCARE BENEFIT	60.00
89469	03/05/2013	00006	SILVER SNEAKERS	REFUND J SCHUH - MEMBERSHIP	59.26
89470	03/05/2013	00006	SILVER SNEAKERS	REFUND DORN-BROWN - UCARE BENEFIT	45.00
89471	03/05/2013	00006	SILVER SNEAKERS	REFUND S ALBERTSON - UCARE BENEFIT	45.00
89472	03/05/2013	00006	SILVER SNEAKERS	REFUND C PRESS - UCARE BENEFIT	45.00
89473	03/05/2013	00006	SILVER SNEAKERS	REFUND J RUIZ - UCARE BENEFIT	45.00
89474	03/05/2013	00006	SILVER SNEAKERS	REFUND W THALHUBER - UCARE BENEFIT	45.00
89475	03/05/2013	04240	SPORTSIGN	SIGN LANGUAGE INTERPRETER - DEC	360.00
	03/05/2013	04240	SPORTSIGN	SIGN LANGUAGE INTERPRETER - JAN	300.00
89476	03/05/2013	04334	ULTRAMAX	DUTY PISTOL AMMUNITION ORDER	1,041.00
89477	03/05/2013	00529	UNION SECURITY INSURANCE CO	LTD PLAN 4043120-2 - MARCH	3,090.84
	03/05/2013	00529	UNION SECURITY INSURANCE CO	STD PLAN 4043120-1 - MARCH	2,361.09
89478	03/05/2013	03606	URBAN COMPANIES	PROJ 11-09 MW MALL SIDEWALK PMT#4	25,854.25
89479	03/05/2013	05013	YALE MECHANICAL LLC	CONTRACT MAINT WORK CH/PW EQUIP	710.25

842,922.62

100 Checks in this report.

CITY OF MAPLEWOOD
Disbursements via Debits to Checking account

Settlement			
<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
2/25/2013	MN State Treasurer	Drivers License/Deputy Registrar	43,559.28
2/25/2013	MN Dept of Natural Resources	DNR electronic licenses	2,813.50
2/25/2013	Pitney Bowes	Postage	2,985.00
2/26/2013	MN State Treasurer	Drivers License/Deputy Registrar	16,321.58
2/27/2013	MN State Treasurer	Drivers License/Deputy Registrar	48,492.00
2/27/2013	US Bank	Bank fees	168.32
2/28/2013	MN State Treasurer	Drivers License/Deputy Registrar	58,032.71
3/1/2013	MN State Treasurer	Drivers License/Deputy Registrar	34,627.13
3/1/2013	MN Dept of Natural Resources	DNR electronic licenses	1,039.00
3/1/2013	US Bank VISA One Card*	Purchasing card items	53,258.80
3/1/2013	US Bank Merchant Services	Credit Card Billing fee	2,682.37
3/1/2013	Optum Health	DCRP & Flex plan payments	5,499.85
3/1/2013	ICMA (Vantagepointe)	Deferred Compensation	4,164.15
3/1/2013	ING - State Plan	Deferred Compensation	31,266.09
TOTAL			<u><u>304,909.78</u></u>

*Detailed listing of VISA purchases is attached.

Transaction Date	Posting Date	Merchant Name	Transaction Amount	Name
02/19/2013	02/21/2013	MINNESOTA GOVERNMENT F	\$60.00	GAYLE BAUMAN
02/08/2013	02/11/2013	PAPER PLUS-ROS00108803	\$827.75	REGAN BEGGS
02/08/2013	02/11/2013	PAPER PLUS-ROS00108803	\$777.73	REGAN BEGGS
02/08/2013	02/11/2013	PAPER PLUS-ROS00108803	\$207.39	REGAN BEGGS
02/08/2013	02/11/2013	PAPER PLUS-ROS00108803	\$207.39	REGAN BEGGS
02/08/2013	02/11/2013	PAPER PLUS-ROS00108803	\$39.05	REGAN BEGGS
02/08/2013	02/11/2013	OFFICE DEPOT #1090	\$167.08	REGAN BEGGS
02/08/2013	02/11/2013	LA POLICE GEAR INC	\$45.21	STANLEY BELDE
02/14/2013	02/15/2013	CANDYWAREHOUSE.COM, INC.	\$74.67	CHRISTINE BERNARDY
02/14/2013	02/15/2013	PARTY CITY #768	\$25.67	CHRISTINE BERNARDY
02/14/2013	02/18/2013	JOANN ETC #1970	\$92.21	CHRISTINE BERNARDY
02/14/2013	02/18/2013	OFFICE MAX	\$30.83	CHRISTINE BERNARDY
02/15/2013	02/18/2013	COSTA LUDUS LLC	\$665.00	BRIAN BIERDEMAN
02/20/2013	02/22/2013	KEEPRS INC 2	\$517.67	BRIAN BIERDEMAN
02/21/2013	02/22/2013	USPS 26833800033400730	\$32.20	OAKLEY BIESANZ
02/13/2013	02/13/2013	GALLS INTERN*	\$107.10	JOHN BOHL
02/14/2013	02/15/2013	MN RECREATION AND PARK A	\$562.00	NEIL BRENEMAN
02/15/2013	02/18/2013	FLAGHOUSE INC	\$140.36	NEIL BRENEMAN
02/12/2013	02/13/2013	BAMBU ASIAN CUISINE	\$110.00	SARAH BURLINGAME
02/15/2013	02/18/2013	TARGET 00007518	\$21.41	SARAH BURLINGAME
02/21/2013	02/22/2013	YANGS CHINESE RESTAURANT	\$28.25	DAN BUSACK
02/08/2013	02/11/2013	VIKING ELECTRIC - CREDIT	\$198.81	SCOTT CHRISTENSON
02/12/2013	02/13/2013	MINNESOTA AIR OAKDALE	\$122.30	SCOTT CHRISTENSON
02/20/2013	02/22/2013	THE HOME DEPOT 2801	\$18.69	SCOTT CHRISTENSON
02/13/2013	02/15/2013	BUERKLE HONDA	\$768.68	KERRY CROTTY
02/07/2013	02/11/2013	ADAM'S PEST CONTROL INC	\$73.81	CHARLES DEAVER
02/09/2013	02/11/2013	G&K SERVICES 182	\$132.35	CHARLES DEAVER
02/07/2013	02/11/2013	NUCO2 01 OF 01	\$84.83	TOM DOUGLASS
02/07/2013	02/11/2013	NUCO2 01 OF 01	\$201.40	TOM DOUGLASS
02/07/2013	02/11/2013	NUCO2 01 OF 01	\$132.40	TOM DOUGLASS
02/07/2013	02/11/2013	NUCO2 01 OF 01	\$206.85	TOM DOUGLASS
02/07/2013	02/11/2013	NUCO2 01 OF 01	\$187.78	TOM DOUGLASS
02/07/2013	02/11/2013	NUCO2 01 OF 01	\$50.99	TOM DOUGLASS
02/07/2013	02/11/2013	THE HOME DEPOT 2801	\$44.69	TOM DOUGLASS
02/11/2013	02/12/2013	HENRIKSEN ACE HARDWARE	\$2.36	TOM DOUGLASS
02/11/2013	02/13/2013	THE HOME DEPOT 2801	\$19.82	TOM DOUGLASS
02/11/2013	02/13/2013	THE HOME DEPOT 2801	\$22.99	TOM DOUGLASS
02/12/2013	02/14/2013	SCALE PURCHASE	\$173.85	TOM DOUGLASS
02/13/2013	02/15/2013	THE HOME DEPOT 2801	\$20.00	TOM DOUGLASS
02/14/2013	02/14/2013	SPORTSMITH	\$248.85	TOM DOUGLASS
02/18/2013	02/19/2013	TRI DIM FILTER CORP	\$125.82	TOM DOUGLASS
02/13/2013	02/14/2013	BEST BUY MHT 00000109	\$42.84	JOHN DUCHARME
02/12/2013	02/13/2013	COSTA LUDUS LLC	\$665.00	MICHAEL DUGAS
02/19/2013	02/20/2013	JAMAR TECHNOLOGIES INC	\$808.11	ANDREW ENGSTROM
02/07/2013	02/11/2013	THE TRANE COMPANY	\$292.50	LARRY FARR
02/08/2013	02/11/2013	CINTAS #470	\$89.20	LARRY FARR
02/09/2013	02/11/2013	G&K SERVICES 182	\$437.08	LARRY FARR
02/09/2013	02/11/2013	G&K SERVICES 182	\$791.34	LARRY FARR
02/15/2013	02/18/2013	CINTAS #470	\$110.22	LARRY FARR
02/15/2013	02/18/2013	CINTAS #470	\$62.85	LARRY FARR
02/15/2013	02/18/2013	CINTAS #470	\$26.78	LARRY FARR
02/19/2013	02/21/2013	IMPARK 00200149	\$10.00	LARRY FARR
02/21/2013	02/22/2013	CINTAS #470	\$89.20	LARRY FARR
02/11/2013	02/13/2013	KEEFE CO PARKING	\$6.50	DAVID FISHER
02/21/2013	02/22/2013	HISTORY CENTER PARKING	\$5.00	DAVID FISHER
02/13/2013	02/14/2013	GANDER MOUNTAIN	\$9.99	TIMOTHY FLOR

02/17/2013	02/18/2013	JCPENNEY 2865	\$75.00	TIMOTHY FLOR
02/19/2013	02/20/2013	MACY*S EAST #236	\$74.97	TIMOTHY FLOR
02/11/2013	02/13/2013	PAYFLOW/PAYPAL	\$80.85	MYCHAL FOWLDS
02/12/2013	02/13/2013	ASSET RECOVERY	\$267.55	MYCHAL FOWLDS
02/13/2013	02/14/2013	TOSHIBA BUSINESS SOLUTION	\$923.60	MYCHAL FOWLDS
02/13/2013	02/14/2013	TOSHIBA BUSINESS SOLUTION	\$402.33	MYCHAL FOWLDS
02/21/2013	02/21/2013	COMCAST CABLE COMM	\$54.00	MYCHAL FOWLDS
02/08/2013	02/11/2013	IDU*INSIGHT PUBLIC SEC	\$1,806.67	NICK FRANZEN
02/14/2013	02/15/2013	HP SERVICES	\$81.18	NICK FRANZEN
02/14/2013	02/15/2013	IDU*INSIGHT PUBLIC SEC	\$1,939.18	NICK FRANZEN
02/16/2013	02/18/2013	AMAZON MKTPLACE PMTS	\$50.97	ANTHONY GABRIEL
02/20/2013	02/21/2013	AMAZON MKTPLACE PMTS	\$16.94	ANTHONY GABRIEL
02/19/2013	02/20/2013	ANDERSON'S MAPLE S	\$24.20	CAROLE GERNES
02/19/2013	02/21/2013	THE HOME DEPOT 2801	\$12.83	CAROLE GERNES
02/08/2013	02/11/2013	ASPEN MILLS INC.	\$137.85	CLARENCE GERVAIS
02/10/2013	02/12/2013	ADVANCE AUTO PARTS #7152	\$27.84	CLARENCE GERVAIS
02/12/2013	02/13/2013	NFPA NATL FIRE PROTECT	\$855.00	CLARENCE GERVAIS
02/13/2013	02/18/2013	3M CLUB OF ST PAUL	\$40.00	JEAN GLASS
02/08/2013	02/11/2013	OFFICE MAX	\$60.79	KAREN GUILFOILE
02/14/2013	02/15/2013	CONTINENTAL RESEARCH COR	\$792.73	MARK HAAG
02/12/2013	02/13/2013	B & H PHOTO-VIDEO.COM	\$329.10	PHENG HER
02/13/2013	02/14/2013	PAYPAL *ARMAMENTLEA	\$37.98	PHENG HER
02/09/2013	02/11/2013	SHOPKO 00201798	\$46.76	STEVEN HIEBERT
02/08/2013	02/11/2013	DOLRTREE 3150 00031500	\$32.14	RON HORWATH
02/12/2013	02/14/2013	WATER GEAR INC.	\$217.96	RON HORWATH
02/15/2013	02/18/2013	AMAZON MKTPLACE PMTS	\$69.93	RON HORWATH
02/18/2013	02/19/2013	PROTECTIVE MEDICAL	\$99.88	RON HORWATH
02/20/2013	02/21/2013	RUBBER STAMP CHAMP	\$153.99	RON HORWATH
02/21/2013	02/22/2013	HENRIKSEN ACE HARDWARE	\$20.89	ANN HUTCHINSON
02/21/2013	02/22/2013	SUNRAY TRUE VALUE	\$111.70	ANN HUTCHINSON
02/12/2013	02/13/2013	DLX FOR BUSINESS	\$154.10	MARY JACKSON
02/11/2013	02/12/2013	STATE SUPPLY	\$95.27	DAVID JAHN
02/13/2013	02/14/2013	TARGET 00011858	\$10.02	DAVID JAHN
02/14/2013	02/19/2013	DALCO ENTERPRISES, INC	\$413.17	DAVID JAHN
02/15/2013	02/18/2013	STATE SUPPLY	\$87.66	DAVID JAHN
02/21/2013	02/22/2013	TARGET 00011858	\$62.01	DAVID JAHN
02/11/2013	02/12/2013	WALGREENS #01751	\$6.56	TOM KALKA
02/11/2013	02/13/2013	HP HOME STORE	\$147.81	LOIS KNUTSON
02/12/2013	02/14/2013	OFFICE DEPOT #1090	\$746.76	LOIS KNUTSON
02/21/2013	02/22/2013	MHP*ENGINEERING NEWS R	\$79.95	LOIS KNUTSON
02/20/2013	02/20/2013	COMCAST CABLE COMM	\$144.04	DUWAYNE KONEWKO
02/08/2013	02/11/2013	LA POLICE GEAR INC	\$82.49	TOMMY KONG
02/19/2013	02/20/2013	CUB FOODS #1599	\$9.61	NICHOLAS KREKELER
02/19/2013	02/20/2013	UNIFORMS UNLIMITED INC.	\$5.40	NICHOLAS KREKELER
02/20/2013	02/21/2013	UNIFORMS UNLIMITED INC.	\$75.99	BRETT KROLL
02/11/2013	02/12/2013	THE GRAFIX SHOPPE	\$181.69	DAVID KVAM
02/13/2013	02/13/2013	COMCAST CABLE COMM	\$41.00	DAVID KVAM
02/13/2013	02/14/2013	UNIFORMS UNLIMITED - MPLS	\$899.99	DAVID KVAM
02/15/2013	02/18/2013	DON'S PAINT & COLLISION	\$2,904.73	DAVID KVAM
02/19/2013	02/20/2013	UNIFORMS UNLIMITED INC.	\$136.35	DAVID KVAM
02/17/2013	02/19/2013	HERBERGERS #0353	\$127.50	TODD LANGNER
02/12/2013	02/13/2013	AMAZON MKTPLACE PMTS	\$119.95	JOHNNIE LU
02/08/2013	02/11/2013	FEDEXOFFICE 00006171	\$73.27	STEVE LUKIN
02/12/2013	02/14/2013	ASPEN MILLS INC.	\$48.95	STEVE LUKIN
02/12/2013	02/14/2013	ASPEN MILLS INC.	\$19.28	STEVE LUKIN
02/14/2013	02/15/2013	BEST BUY MHT 00000109	\$273.14	STEVE LUKIN
02/14/2013	02/15/2013	EMERGENCY APPARATUS MAINT	\$2,498.95	STEVE LUKIN

02/18/2013	02/20/2013	ASPEN MILLS INC.	\$74.95	STEVE LUKIN
02/19/2013	02/20/2013	FURY DODGE CHRYSLER	\$4.02	STEVE LUKIN
02/20/2013	02/21/2013	REPUBLIC SERVICES TRASH	\$138.36	STEVE LUKIN
02/17/2013	02/18/2013	RUNNING ROOM 204 WOODBURY	\$119.99	KATHERINE LYNCH
02/08/2013	02/11/2013	KEEPRS INC 2	\$164.59	JASON MARINO
02/07/2013	02/11/2013	BOUND TREE MEDICAL LLC	\$2,109.46	MICHAEL MONDOR
02/11/2013	02/12/2013	FIREHOUSE SUBS #60	\$52.73	MICHAEL MONDOR
02/12/2013	02/13/2013	CHIPOTLE 0224	\$94.27	MICHAEL MONDOR
02/12/2013	02/14/2013	BOUND TREE MEDICAL LLC	\$2,090.54	MICHAEL MONDOR
02/13/2013	02/14/2013	PAYPAL *WHITECASTLE	\$79.28	MICHAEL MONDOR
02/14/2013	02/14/2013	STRYKER SALES CRP MED	\$40.62	MICHAEL MONDOR
02/14/2013	02/15/2013	MED ALLIANCE GROUP INC	\$1,019.22	MICHAEL MONDOR
02/14/2013	02/18/2013	BOUND TREE MEDICAL LLC	\$6.37	MICHAEL MONDOR
02/14/2013	02/18/2013	BOUND TREE MEDICAL LLC	\$84.63	MICHAEL MONDOR
02/14/2013	02/18/2013	BOUND TREE MEDICAL LLC	\$182.00	MICHAEL MONDOR
02/14/2013	02/18/2013	VIDACARE CORPORATION	\$1,048.47	MICHAEL MONDOR
02/18/2013	02/20/2013	HIGH SPEED GEAR	\$92.55	MICHAEL MONDOR
02/21/2013	02/22/2013	BANK SUPPLIES, INC.	\$45.37	MICHAEL MONDOR
02/21/2013	02/22/2013	BANK SUPPLIES, INC.	\$5.36	MICHAEL MONDOR
02/13/2013	02/14/2013	HENRIKSEN ACE HARDWARE	\$14.48	RICHARD NORDQUIST
02/07/2013	02/11/2013	OFFICE MAX	\$192.76	MARY KAY PALANK
02/13/2013	02/15/2013	OFFICE DEPOT #1090	\$89.96	MARY KAY PALANK
02/20/2013	02/21/2013	AUTOZONE3948	\$50.09	ROBERT PETERSON
02/07/2013	02/11/2013	HP HOME STORE	\$121.42	PHILIP F POWELL
02/15/2013	02/20/2013	SIRCHIE FINGER PRINT LABO	\$230.25	PHILIP F POWELL
02/20/2013	02/21/2013	B & H PHOTO-VIDEO.COM	\$27.89	PHILIP F POWELL
02/08/2013	02/11/2013	TOUSLEY FORD	\$336.84	STEVEN PRIEM
02/08/2013	02/11/2013	LITTLE FALLS MACHINE INC	\$150.53	STEVEN PRIEM
02/12/2013	02/13/2013	PIONEER RIM & WHEEL HQ	\$159.22	STEVEN PRIEM
02/12/2013	02/14/2013	NAPA STORE 3279016	\$182.11	STEVEN PRIEM
02/13/2013	02/14/2013	HENRIKSEN ACE HARDWARE	\$15.38	STEVEN PRIEM
02/13/2013	02/14/2013	AUTO PLUS NO ST PAUL 392	\$138.54	STEVEN PRIEM
02/13/2013	02/14/2013	TOUSLEY FORD	\$22.11	STEVEN PRIEM
02/13/2013	02/14/2013	TOUSLEY FORD	\$151.22	STEVEN PRIEM
02/13/2013	02/14/2013	TOUSLEY FORD	\$66.31	STEVEN PRIEM
02/13/2013	02/14/2013	CRYSTEEL TRUCK EQUIP INC	\$611.74	STEVEN PRIEM
02/13/2013	02/14/2013	LITTLE FALLS MACHINE INC	\$708.67	STEVEN PRIEM
02/13/2013	02/15/2013	TRI-STATE BOBCAT	\$250.19	STEVEN PRIEM
02/14/2013	02/15/2013	HENRIKSEN ACE HARDWARE	\$16.00	STEVEN PRIEM
02/14/2013	02/15/2013	TOUSLEY FORD	\$28.16	STEVEN PRIEM
02/14/2013	02/15/2013	BAUER BUILT TIRE 18	\$1,410.52	STEVEN PRIEM
02/14/2013	02/15/2013	ZIEGLER INC COLUMBUS	\$235.68	STEVEN PRIEM
02/15/2013	02/18/2013	FACTORY MTR PTS #1	\$136.52	STEVEN PRIEM
02/15/2013	02/18/2013	HENRIKSEN ACE HARDWARE	\$9.60	STEVEN PRIEM
02/15/2013	02/18/2013	BARNETT CHRYJEEP KIA	\$46.28	STEVEN PRIEM
02/15/2013	02/18/2013	TRUCK UTILITIES INC	\$135.20	STEVEN PRIEM
02/20/2013	02/21/2013	AGGRESSIVE HYDRAULICS	\$474.63	STEVEN PRIEM
02/20/2013	02/21/2013	AUTO PLUS NO ST PAUL 392	\$63.09	STEVEN PRIEM
02/20/2013	02/22/2013	TRI-STATE BOBCAT	(\$231.95)	STEVEN PRIEM
02/20/2013	02/22/2013	TRI-STATE BOBCAT	\$632.25	STEVEN PRIEM
02/12/2013	02/14/2013	THE HOME DEPOT 2801	\$36.29	KELLY PRINS
02/11/2013	02/13/2013	MINNESOTA OCCUPATIONAL HE	\$576.00	TERRIE RAMEAUX
02/14/2013	02/15/2013	HILLYARD INC MINNEAPOLIS	\$1,682.82	MICHAEL REILLY
02/15/2013	02/19/2013	DALCO ENTERPRISES, INC	\$724.60	MICHAEL REILLY
02/19/2013	02/20/2013	UNIFORMS UNLIMITED INC.	\$74.44	BRADLEY REZNY
02/08/2013	02/11/2013	PIONEER PRESS ADVERTISING	\$66.80	AUDRA ROBBINS
02/09/2013	02/11/2013	CSC*WHOLESALE COSTUME	\$96.80	AUDRA ROBBINS

02/12/2013	02/13/2013	TARGET	00011858	\$33.16	AUDRA ROBBINS
02/14/2013	02/15/2013	PAYPAL	*CONSTANTCON	\$199.00	AUDRA ROBBINS
02/14/2013	02/15/2013	CTC*	CONSTANTCONTACT.COM	\$450.00	AUDRA ROBBINS
02/15/2013	02/18/2013	AVALON	TEAROOM & PASTR	\$360.00	AUDRA ROBBINS
02/12/2013	02/13/2013	LILLIE	SUBURBAN NEWSPAPE	\$354.00	DEB SCHMIDT
02/09/2013	02/11/2013	G&K	SERVICES 182	\$1,393.70	SCOTT SCHULTZ
02/12/2013	02/13/2013	FLEXIBLE	PIPE TOOL COMPAN	\$69.47	SCOTT SCHULTZ
02/21/2013	02/22/2013	UWEX	REGISTRATION	\$1,195.00	SCOTT SCHULTZ
02/08/2013	02/11/2013	PIONEER	PRESS ADVERTISING	\$250.00	CAITLIN SHERRILL
02/13/2013	02/14/2013	PERKINS	FAMILY RESTAURAN	\$89.93	CAITLIN SHERRILL
02/14/2013	02/15/2013	WALMART.COM	8009666546	\$93.44	CAITLIN SHERRILL
02/19/2013	02/21/2013	BROADWAY	RENTAL	\$223.31	CAITLIN SHERRILL
02/20/2013	02/21/2013	TARGET	00011858	\$72.39	CAITLIN SHERRILL
02/20/2013	02/21/2013	TARGET	00011858	\$21.40	CAITLIN SHERRILL
02/20/2013	02/22/2013	MICHAELS	#2744	\$12.82	CAITLIN SHERRILL
02/21/2013	02/22/2013	PARTY CITY	#768	\$6.42	CAITLIN SHERRILL
02/08/2013	02/11/2013	OFFICE DEPOT	#1090	\$9.19	ANDREA SINDT
02/11/2013	02/13/2013	OFFICE DEPOT	#1127	\$50.87	ANDREA SINDT
02/21/2013	02/21/2013	BB	*MINNESOTA YOUTH IN	\$30.00	JOANNE SVENDSEN
02/14/2013	02/14/2013	AMAZON.COM		\$36.38	WILLIAM SYPNIEWSKI
02/16/2013	02/18/2013	MILLS FLEET	FARM #3,100	\$200.00	WILLIAM SYPNIEWSKI
02/13/2013	02/14/2013	GANDER	MOUNTAIN	\$119.47	BRIAN TAUZELL
02/08/2013	02/11/2013	HENRIKSEN	ACE HARDWARE	\$17.05	JAMES TAYLOR
02/12/2013	02/14/2013	STRAUSS	SKATES AND BIC	\$180.00	JAMES TAYLOR
02/13/2013	02/15/2013	MINNESOTA	YOUTH ATHLETIC	\$350.00	JAMES TAYLOR
02/19/2013	02/20/2013	BSN*	SPORT SUPPLY GROUP	\$534.36	JAMES TAYLOR
02/09/2013	02/11/2013	SOCKSADDICT.COM		\$37.98	PAUL THEISEN
02/11/2013	02/12/2013	LANDS END	INTERNET	\$136.99	PAUL THEISEN
02/14/2013	02/14/2013	LANDS END	INTERNET	\$14.00	PAUL THEISEN
02/14/2013	02/15/2013	SCS LTD		\$172.15	KAREN WACHAL
02/20/2013	02/21/2013	FIRST	SHRED	\$46.80	SUSAN ZWIEG

\$53,258.80

CITY OF MAPLEWOOD
EMPLOYEE GROSS EARNINGS REPORT
FOR THE CURRENT PAY PERIOD

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>EMPLOYEE NAME</u>	<u>AMOUNT</u>
	03/01/13	CARDINAL, ROBERT	435.16
	03/01/13	CAVE, REBECCA	435.16
	03/01/13	JUENEMANN, KATHLEEN	435.16
	03/01/13	KOPPEN, MARVIN	435.16
	03/01/13	ROSSBACH, WILLIAM	494.44
	03/01/13	STRAUTMANIS, MARIS	80.00
	03/01/13	VALLE, EDWARD	160.00
	03/01/13	AHL, R. CHARLES	5,495.72
	03/01/13	ANTONEN, JAMES	5,852.58
	03/01/13	BURLINGAME, SARAH	2,074.90
	03/01/13	KANTRUD, HUGH	184.62
	03/01/13	CHRISTENSON, SCOTT	1,934.15
	03/01/13	FARR, LARRY	3,215.25
	03/01/13	JAHN, DAVID	2,515.48
	03/01/13	RAMEAUX, THERESE	3,061.17
	03/01/13	BAUMAN, GAYLE	4,386.17
	03/01/13	ANDERSON, CAROLE	2,888.84
	03/01/13	DEBILZAN, JUDY	1,475.98
	03/01/13	JACKSON, MARY	2,126.08
	03/01/13	KELSEY, CONNIE	2,594.79
	03/01/13	RUEB, JOSEPH	2,773.80
	03/01/13	SINDT, ANDREA	2,113.83
	03/01/13	ARNOLD, AJLA	499.06
	03/01/13	BEGGS, REGAN	1,497.35
	03/01/13	GUILFOILE, KAREN	4,407.64
	03/01/13	SCHMIDT, DEBORAH	2,884.82
	03/01/13	SPANGLER, EDNA	1,479.05
	03/01/13	CORTESI, LUANNE	1,429.94
	03/01/13	LARSON, MICHELLE	1,827.75
	03/01/13	MECHELKE, SHERRIE	1,299.15
	03/01/13	MOY, PAMELA	1,835.59
	03/01/13	OSTER, ANDREA	1,907.48
	03/01/13	RICHTER, CHARLENE	1,166.15
	03/01/13	SCHOENECKER, LEIGH	1,646.15
	03/01/13	WEAVER, KRISTINE	2,356.55
	03/01/13	CORCORAN, THERESA	1,900.55
	03/01/13	KVAM, DAVID	4,630.18
	03/01/13	PALANK, MARY	1,905.17
	03/01/13	POWELL, PHILIP	2,932.47
	03/01/13	SVENDSEN, JOANNE	2,101.79
	03/01/13	THOMFORDE, FAITH	1,497.35
	03/01/13	ABEL, CLINT	2,878.21
	03/01/13	ALDRIDGE, MARK	3,395.75

03/01/13	BAKKE, LONN	2,937.06
03/01/13	BARTZ, PAUL	3,194.05
03/01/13	BELDE, STANLEY	3,257.71
03/01/13	BENJAMIN, MARKESE	3,200.92
03/01/13	BIERDEMAN, BRIAN	3,815.15
03/01/13	BOHL, JOHN	3,151.33
03/01/13	BUSACK, DANIEL	3,674.66
03/01/13	CARNES, JOHN	2,079.58
03/01/13	CROTTY, KERRY	3,611.20
03/01/13	DEMULLING, JOSEPH	3,053.57
03/01/13	DOBLAR, RICHARD	4,005.47
03/01/13	DUGAS, MICHAEL	3,609.69
03/01/13	ERICKSON, VIRGINIA	3,151.33
03/01/13	FLOR, TIMOTHY	3,725.17
03/01/13	FORSYTHE, MARCUS	2,683.07
03/01/13	FRASER, JOHN	3,158.68
03/01/13	FRITZE, DEREK	2,979.75
03/01/13	GABRIEL, ANTHONY	3,409.21
03/01/13	HAWKINSON JR, TIMOTHY	2,819.55
03/01/13	HER, PHENG	3,044.91
03/01/13	HIEBERT, STEVEN	3,322.13
03/01/13	JOHNSON, KEVIN	3,949.38
03/01/13	KALKA, THOMAS	1,001.68
03/01/13	KONG, TOMMY	2,937.06
03/01/13	KREKELER, NICHOLAS	918.61
03/01/13	KROLL, BRETT	3,055.21
03/01/13	LANGNER, SCOTT	3,092.20
03/01/13	LANGNER, TODD	2,980.04
03/01/13	LU, JOHNNIE	3,187.96
03/01/13	LYNCH, KATHERINE	2,453.48
03/01/13	MARINO, JASON	3,281.06
03/01/13	MARTIN, JERROLD	3,156.15
03/01/13	MCCARTY, GLEN	3,092.20
03/01/13	METRY, ALESIA	3,543.74
03/01/13	NYE, MICHAEL	3,251.18
03/01/13	OLSON, JULIE	2,937.06
03/01/13	PARKER, JAMES	2,453.48
03/01/13	REZNY, BRADLEY	3,430.43
03/01/13	RHUDE, MATTHEW	2,845.55
03/01/13	SHORTREED, MICHAEL	4,091.18
03/01/13	STEINER, JOSEPH	3,157.58
03/01/13	SYPNIEWSKI, WILLIAM	3,046.68
03/01/13	SZCZEPANSKI, THOMAS	3,409.74
03/01/13	TAUZELL, BRIAN	2,946.68
03/01/13	THEISEN, PAUL	3,038.70
03/01/13	THIENES, PAUL	3,932.36
03/01/13	TRAN, JOSEPH	2,992.55
03/01/13	WENZEL, JAY	3,578.55
03/01/13	XIONG, KAO	2,878.21
03/01/13	ANDERSON, BRIAN	290.88
03/01/13	BAHL, DAVID	678.76
03/01/13	BASSETT, BRENT	145.44

03/01/13	BAUMAN, ANDREW	4,662.91
03/01/13	BOURQUIN, RON	961.52
03/01/13	CAPISTRANT, JACOB	436.32
03/01/13	CAPISTRANT, JOHN	533.81
03/01/13	CRAWFORD - JR, RAYMOND	772.65
03/01/13	CRUMMY, CHARLES	260.58
03/01/13	DAWSON, RICHARD	3,853.10
03/01/13	EATON, PAUL	218.16
03/01/13	EVERSON, PAUL	5,114.88
03/01/13	FASULO, WALTER	489.11
03/01/13	FOSSUM, ANDREW	3,843.00
03/01/13	HAGEN, MICHAEL	799.92
03/01/13	HALE, JOSEPH	339.38
03/01/13	HALWEG, JODI	3,389.42
03/01/13	HAWTHORNE, ROCHELLE	3,493.12
03/01/13	HUTCHINSON, JAMES	608.06
03/01/13	IMM, TRACY	581.76
03/01/13	JANSEN, CHAD	424.20
03/01/13	JONES, JONATHAN	254.52
03/01/13	JUREK, GREGORY	3,506.96
03/01/13	KANE, ROBERT	692.89
03/01/13	KARRAS, JAMIE	509.04
03/01/13	KERSKA, JOSEPH	654.48
03/01/13	KONDER, RONALD	521.16
03/01/13	KUBAT, ERIC	2,871.81
03/01/13	LINDER, TIMOTHY	3,465.06
03/01/13	LOCHEN, MICHAEL	832.24
03/01/13	MILLER, LADD	49.50
03/01/13	MILLER, NICHOLAS	315.12
03/01/13	MONDOR, MICHAEL	3,259.74
03/01/13	MONSON, PETER	281.79
03/01/13	MORGAN, JEFFERY	433.31
03/01/13	NIELSEN, KENNETH	339.38
03/01/13	NOVAK, JEROME	3,360.15
03/01/13	NOWICKI, PAUL	257.55
03/01/13	OLSON, JAMES	4,069.78
03/01/13	OPHEIM, JOHN	643.41
03/01/13	PACHECO, ALPHONSE	796.89
03/01/13	PETERSON, MARK	728.24
03/01/13	PETERSON, ROBERT	4,376.79
03/01/13	POWERS, KENNETH	309.06
03/01/13	RAINEY, JAMES	842.34
03/01/13	RANK, NATHAN	596.91
03/01/13	RANK, PAUL	727.20
03/01/13	REYNOSO, ANGEL	451.47
03/01/13	RICE, CHRISTOPHER	820.15
03/01/13	RODRIGUEZ, ROBERTO	18.18
03/01/13	SCHULTZ, JEROME	551.46
03/01/13	SEDLACEK, JEFFREY	4,383.79
03/01/13	STREFF, MICHAEL	2,953.29
03/01/13	SVENDSEN, RONALD	3,492.88
03/01/13	WHITE, JOEL	306.03

03/01/13	GERVAIS-JR, CLARENCE	3,985.69
03/01/13	LUKIN, STEVEN	4,616.93
03/01/13	ZWIEG, SUSAN	1,668.59
03/01/13	KNUTSON, LOIS	2,054.96
03/01/13	BRINK, TROY	2,778.96
03/01/13	BUCKLEY, BRENT	2,593.10
03/01/13	DEBILZAN, THOMAS	2,525.79
03/01/13	EDGE, DOUGLAS	2,609.64
03/01/13	JONES, DONALD	2,549.79
03/01/13	MEISSNER, BRENT	2,362.53
03/01/13	NAGEL, BRYAN	3,560.40
03/01/13	OSWALD, ERICK	2,623.76
03/01/13	RUIZ, RICARDO	1,872.31
03/01/13	RUNNING, ROBERT	2,770.96
03/01/13	TEVLIN, TODD	2,407.65
03/01/13	BURLINGAME, NATHAN	2,087.21
03/01/13	DUCHARME, JOHN	2,740.37
03/01/13	ENGSTROM, ANDREW	2,631.75
03/01/13	JAROSCH, JONATHAN	3,162.75
03/01/13	KREGER, JASON	2,234.60
03/01/13	LINDBLOM, RANDAL	2,740.37
03/01/13	LOVE, STEVEN	3,584.44
03/01/13	THOMPSON, MICHAEL	4,461.33
03/01/13	ZIEMAN, SCOTT	195.00
03/01/13	JANASZAK, MEGHAN	1,569.35
03/01/13	KONEWKO, DUWAYNE	4,613.24
03/01/13	HAMRE, MILES	1,702.16
03/01/13	HAYS, TAMARA	1,728.31
03/01/13	HINNENKAMP, GARY	2,610.56
03/01/13	NAUGHTON, JOHN	2,421.82
03/01/13	NORDQUIST, RICHARD	2,305.99
03/01/13	BIESANZ, OAKLEY	1,752.88
03/01/13	DEAVER, CHARLES	785.28
03/01/13	GERNES, CAROLE	185.08
03/01/13	HAYMAN, JANET	1,621.41
03/01/13	HUTCHINSON, ANN	2,649.16
03/01/13	SOUTTER, CHRISTINE	74.81
03/01/13	WACHAL, KAREN	1,062.72
03/01/13	GAYNOR, VIRGINIA	3,244.09
03/01/13	KROLL, LISA	1,972.55
03/01/13	SWANSON, CHRIS	624.00
03/01/13	THOMPSON, DEBRA	904.12
03/01/13	YOUNG, TAMELA	2,015.75
03/01/13	EKSTRAND, THOMAS	3,829.34
03/01/13	FINWALL, SHANN	3,412.63
03/01/13	MARTIN, MICHAEL	2,762.95
03/01/13	BRASH, JASON	2,510.96
03/01/13	CARVER, NICHOLAS	3,244.09
03/01/13	FISHER, DAVID	3,807.86
03/01/13	SWAN, DAVID	2,766.15
03/01/13	WELLENS, MOLLY	2,245.27
03/01/13	ACEITUNO, FELIPE	251.50

03/01/13	BERGER, STEPHANIE	591.38
03/01/13	BJORK, BRANDON	277.75
03/01/13	BRENEMAN, NEIL	2,267.65
03/01/13	CHUHEL, KAYLA	40.00
03/01/13	DRAKE, TAYLOR	96.00
03/01/13	GORACKI, GERALD	286.75
03/01/13	KLEIN, AARON	180.00
03/01/13	LARSON, KATELYN	56.00
03/01/13	LUBKE, COLLEEN	45.00
03/01/13	ROBBINS, AUDRA	3,126.83
03/01/13	ROBBINS, CAMDEN	265.50
03/01/13	RYAN, ANDREW	288.00
03/01/13	SCHALLER, SCOTT	32.25
03/01/13	SHERWOOD, CHRISTIAN	484.00
03/01/13	TAYLOR, JAMES	2,876.58
03/01/13	VUKICH, CANDACE	426.00
03/01/13	ADAMS, DAVID	1,577.31
03/01/13	HAAG, MARK	3,435.20
03/01/13	ORE, JORDAN	1,669.63
03/01/13	SCHULTZ, SCOTT	3,342.97
03/01/13	WILBER, JEFFREY	1,595.79
03/01/13	ANZALDI, MANDY	506.49
03/01/13	BERNARDY, CHRISTINE	2,448.93
03/01/13	CRAWFORD - JR, RAYMOND	481.01
03/01/13	EVANS, CHRISTINE	1,520.10
03/01/13	GLASS, JEAN	2,125.10
03/01/13	HER, PETER	176.00
03/01/13	HOFMEISTER, MARY	1,540.32
03/01/13	HOFMEISTER, TIMOTHY	459.57
03/01/13	KELLEY, CAITLIN	1,223.16
03/01/13	KULHANEK-DIONNE, ANN	583.00
03/01/13	PELOQUIN, PENNYE	631.04
03/01/13	VANG, TIM	505.50
03/01/13	VUE, LOR PAO	437.32
03/01/13	AICHELE, MEGAN	368.13
03/01/13	ANDERSON, JOSHUA	446.50
03/01/13	BAETZOLD, SETH	58.00
03/01/13	BAUDE, SARAH	54.75
03/01/13	BRUSOE, CRISTINA	93.60
03/01/13	BUCKLEY, BRITTANY	235.90
03/01/13	BUTLER, ANGELA	93.50
03/01/13	CRANDALL, KRISTA	263.00
03/01/13	DEMPSEY, BETH	227.25
03/01/13	DIONNE, DANIELLE	47.45
03/01/13	DRECHSEL, SARAH	58.75
03/01/13	DUNN, RYAN	1,905.12
03/01/13	EHLE, DANIEL	91.88
03/01/13	ERICKSON-CLARK, CAROL	49.00
03/01/13	FLORES, LUIS	100.00
03/01/13	FONTAINE, KIM	492.26
03/01/13	FOX, KELLY	90.00
03/01/13	FRAMPTON, SAMANTHA	52.00

03/01/13	GIEL, NICOLE	76.00
03/01/13	GRUENHAGEN, LINDA	356.35
03/01/13	HAGSTROM, EMILY	80.40
03/01/13	HANSEN, HANNAH	204.70
03/01/13	HEINRICH, SHEILA	215.00
03/01/13	HOLMBERG, LADONNA	560.00
03/01/13	HORWATH, RONALD	2,738.98
03/01/13	JOHNSON, BARBARA	523.13
03/01/13	JOYER, ANTHONY	51.80
03/01/13	KOHLER, ROCHELLE	54.00
03/01/13	KOZDROJ, GABRIELLA	100.00
03/01/13	LAMEYER, BRENT	36.25
03/01/13	LAMSON, ELIANA	36.00
03/01/13	MCCANN, NATALIE	38.00
03/01/13	MCCOMAS, LEAH	73.50
03/01/13	NADEAU, TAYLOR	68.40
03/01/13	NITZ, CARA	124.00
03/01/13	NORTHOUSE, KATHERINE	169.10
03/01/13	PROESCH, ANDY	814.61
03/01/13	RANEY, COURTNEY	831.00
03/01/13	RESENDIZ, LORI	2,257.76
03/01/13	RICHTER, DANIEL	113.40
03/01/13	SCHMIDT, EMILY	88.40
03/01/13	SCHREIER, ROSEMARIE	436.50
03/01/13	SCHREINER, MARK	36.50
03/01/13	SCHREINER, MICHELLE	56.44
03/01/13	SMITH, ANN	142.10
03/01/13	SMITH, CASEY	219.13
03/01/13	SMITLEY, SHARON	466.20
03/01/13	TAYLOR, MYLES	22.05
03/01/13	TREPANIER, TODD	286.00
03/01/13	TRUE, ANDREW	48.48
03/01/13	TUPY, HEIDE	137.40
03/01/13	TUPY, MARCUS	261.25
03/01/13	VANG, XANG	91.00
03/01/13	WARNER, CAROLYN	105.60
03/01/13	WEINHAGEN, SHELBY	298.25
03/01/13	BOSLEY, CAROL	164.00
03/01/13	HITE, ANDREA	104.50
03/01/13	LANGER, KAYLYN	61.63
03/01/13	BORCHERT, JONATHAN	263.50
03/01/13	CRAWFORD, SHAWN	420.00
03/01/13	DOUGLASS, TOM	1,948.97
03/01/13	MAIDMENT, COLIN	268.50
03/01/13	MALONEY, SHAUNA	413.75
03/01/13	PRINS, KELLY	1,705.57
03/01/13	REILLY, MICHAEL	2,518.25
03/01/13	SINDT, DARIEN	76.50
03/01/13	THOMPSON, BENJAMIN	456.88
03/01/13	AICHELE, CRAIG	2,200.55
03/01/13	PRIEM, STEVEN	2,567.70
03/01/13	WOEHRLE, MATTHEW	2,286.40

	03/01/13	BERGO, CHAD	2,628.80
	03/01/13	FOWLDS, MYCHAL	4,034.85
	03/01/13	FRANZEN, NICHOLAS	2,623.62
9989174	03/01/13	ABRAHAMSON, AMANDA	141.50
9989175	03/01/13	ABRAHAMSON, TYLER	39.00
9989176	03/01/13	ANDERSON, ZACHARY	85.75
9989177	03/01/13	AYD, GWEN	45.00
9989178	03/01/13	BONKO, JACK	30.00
9989179	03/01/13	DOTAS, ANDREW	72.00
9989180	03/01/13	DOTAS, KENT	46.50
9989181	03/01/13	FISHER, CHANCE	110.25
9989182	03/01/13	GALBA, DANIEL	288.00
9989183	03/01/13	GREENER, DOUGLAS	137.95
9989184	03/01/13	HACKETT, ANDREW	21.75
9989185	03/01/13	KUSTERMAN, KEVIN	129.00
9989186	03/01/13	LARSON, DANIEL	36.75
9989187	03/01/13	MERRITT, JACOB	231.00
9989188	03/01/13	MERRITT, MICHAEL	330.00
9989189	03/01/13	O'BRIEN, PATRICIA	75.00
9989190	03/01/13	SORENSEN, ERICA	98.00
9989191	03/01/13	TARR-JR, GUS	75.00
9989192	03/01/13	WISTL, MARK	160.00
9989193	03/01/13	WISTL, MOLLY	132.00
9989194	03/01/13	BAUDE, JANE	100.53
9989195	03/01/13	ERICSON, RACHEL	34.88
9989196	03/01/13	PIEPER, THEODORE	174.00
9989197	03/01/13	SCHREIER, ABIGAIL	167.00
9989198	03/01/13	WALES, ABIGAIL	200.01
9989199	03/01/13	WHITE, DANICA	74.80
9989200	03/01/13	RANGEL, SAMANTHA	170.00
9989201	03/01/13	CUSICK, JESSICA	242.26
9989202	03/01/13	STEFFEN, MICHAEL	102.00
			527,068.74

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Steve Lukin, Fire Chief
SUBJECT: Resolution Accepting a Donation to the Fire Department
from Alerus Mortgage
DATE: February 21, 2013

INTRODUCTION

The fire department has received a donation from Alerus Mortgage and city council approval is required before this donation can be accepted.

BACKGROUND

Alerus Mortgage sent the fire department a \$100 check as part of their charitable donation program called "*Refer a friend*". *Build your community.*"

In the letter accompanying the donation, it was explained that when a mortgage is closed with Alerus Mortgage, a donation will be made to a local school, fire or police department on behalf of the client; and it is the client's choice which group will be the beneficiary of the donation. Alerus Mortgage instituted this program because it lets their clients directly improve the communities where they will be living. To date, the company has donated more than \$915,000 dollars for this program.

The client who designated the Maplewood Fire Department for the \$100 donation in conjunction with her loan closing was Rochelle Hawthorne.

RECOMMENDATION

I recommend that the city council approve to accept this \$100 donation and that the necessary budget adjustments be made so the funds can be expended by the fire department as needed.

RESOLUTION AUTHORIZING GIFT TO CITY

WHEREAS, Maplewood is AUTHORIZED to receive and accept grants, gifts and devices of real and personal property and maintain the same for the benefit of the citizens and pursuant to the donor’s terms if so-prescribed, and;

WHEREAS, Rochelle Hawthorne wishes to grant the city of Maplewood the following: \$100.00, and;

WHEREAS, Rochelle Hawthorne has instructed that the City will be required to use the aforementioned for: use by the fire department to directly improve the community, and;

WHEREAS, the city of Maplewood has agreed to use the subject of this resolution for the purposes and under the terms prescribed, and;

WHEREAS, the City agrees that it will accept the gift by a four-fifths majority of its governing body’s membership pursuant to Minnesota Statute §465.03;

NOW, THEREFORE, BE IT RESOLVED, pursuant to Minnesota Statute §465.03, that the Maplewood City Council approves, receives and accepts the gift aforementioned and under such terms and conditions as may be requested or required.

The Maplewood City Council passed this resolution by four-fifths or more majority vote of its membership on _____, 20_____.

Signed:

Signed:

Witnessed:

(Signature)

(Signature)

(Signature)

Mayor _____

(Title)

Chief of Fire _____

(Title)

City Clerk _____

(Title)

(Date)

(Date)

(Date)

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
SUBJECT: **Resolution of Appreciation for Tammy Wilde**
DATE: March 5, 2013

INTRODUCTION

Attached is a resolution of appreciation for Tammy Wilde. Ms. Wilde has served as a member of the housing and redevelopment authority since April 11, 2011.

COMMITTEE ACTIONS

The housing and economic development authority (HEDC) unanimously recommended approval of the resolution of appreciation for Ms. Wilde at its February 28, 2013 meeting.

RECOMMENDATION

Approve the attached resolution of appreciation for Tammy Wilde.

Attachment:

1. Resolution of Appreciation

RESOLUTION OF APPRECIATION

WHEREAS, Tammy Wilde has been a member of the Maplewood Housing and Redevelopment Authority for two years since her appointment to the HRA by the city council on April 11, 2011 and has served faithfully in that capacity; and

WHEREAS, the Housing and Redevelopment Authority has appreciated Tammy's experience, insights and good judgment; and

WHEREAS, Tammy has freely given of her time and energy, without compensation, for the betterment of the City of Maplewood; and

WHEREAS, Tammy has shown dedication to her duties and has consistently contributed her leadership for the benefit of the City.

NOW, THEREFORE, IT IS HEREBY RESOLVED for and on behalf of the City of Maplewood, Minnesota, and its citizens that Tammy Wilde is hereby extended our gratitude and appreciation for her dedicated service.

***Passed by the Maplewood
City Council on _____, 2013***

Will Rossbach, Mayor

***Passed by the Maplewood
Housing and Economic Development Commission
On February 28, 2013***

Beth Ulrich, Chairperson

Attest:

Karen Guilfoile, City Clerk

MEMORANDUM

TO: James Antonen, City Manager
 FROM: Mark Jenkins, Business and Economic Development Commission Chair
 SUBJECT: **Business and Economic Development Commission's 2012 Annual Report**
 DATE: February 28, 2013

INTRODUCTION

Annually, the business and economic development commission (BEDC) is required to report the BEDC's actions and activities for the city council for the previous year. In 2012, the BEDC reviewed the following 14 items during its seven meetings:

Type of Proposal	# Reviewed
<u>Informational Commission Reviews</u>	6
1. Property Assesses Clean Energy (PACE) Program (January 26, 2012)	
2. 2012 BEDC Work Plan (January 26, 2012, February 23, 2012, May 24, 2012, July 26, 2012, August 23, 2012 and November 29, 2012)	
3. Marketing Plan of Available City Parcels (January 26, 2012)	
4. Overview of Available Assistance Programs (January 26, 2012)	
5. Update of Highway 120 and Interstate 95 Intersection (March 22, 2012)	
6. New 3M Research Facility (November 29, 2012)	
<u>Miscellaneous Reviews and Actions</u>	5
1. Election of Officers (January 26, 2012)	
2. 2010 Annual Report (February 23, 2012)	
3. Capital Improvement Plan (February 23, 2012)	
4. Combination of HRA and BEDC (May 24, 2012, July 26, 2012 and November 29, 2012)	
5. Resolution of Appreciation for David Hesley (November 29, 2012)	
<u>Special Projects and Presentations</u>	3
1. Minnesota DEED Commissioner Mark Philips Presentation (March 22, 2012)	
2. Recognition of 5-8 Club and Titlesmart, Inc. (May 24, 2012)	

3. Recognition and passage of proclamation in honor of the passing of Paul Yocum, founder of Yocum Oil (August 23, 2012 and November 29, 2012)

Total

14

COMPARATIVE INFORMATION

<u>Year</u>	<u>Number of Items Reviewed</u>
2010	17
2011	15
2012	14

MEMBERSHIP

The BEDC consists of seven members appointed by the city council. Membership terms are for three years, with extensions for additional terms approved by the city council. The BEDC ended 2012 with two seats open. The membership as of the end of 2012:

<u>Board Member</u>	<u>Membership Began</u>	<u>Term Expires</u>	<u>2012 Attendance</u>
Mark Jenkins	01/25/10	9/30/13	7 of 7
Beth Ulrich	01/25/10	9/30/12	4 of 7
Warren Wessel	12/13/10	9/30/14	7 of 7
Jennifer Lewis	04/25/11	9/30/13	4 of 7
Gary Kloncz	12/12/11	9/30/14	5 of 7
(OPEN)			
(OPEN)			

Two meetings had to be canceled due to the lack of a quorum.

Commissioner Ulrich's term was up for reappointment in the fall of 2012. Because the BEDC was being considered for a potential combination with the HRA the city council did not entertain any reappointments or new appointments. City ordinance allows for members whose terms have expired to continue to serve until the council takes action. In addition, Commissioner Ulrich also served on the HRA, which the council ultimately did merge with the BEDC.

DISCUSSION

2012 Actions/Activities

In 2012, the BEDC continued its commitment to development and redevelopment in the city of Maplewood by working on several projects. The BEDC spent most of the year developing a work plan with the assistance of Janna King, who contracted with the city. The work plan was finalized in November of 2012 and will continue to serve as a guide for the new housing and economic development commission (HEDC).

Staff worked to make sure the BEDC stayed informed on important development occurring within the city. These efforts included presentations on the planned roadway improvements to the Highway 120 and Interstate 94 intersection, 3M's new research facility, city-owned properties that are to be put up for sale and a monthly overview of land use development or redevelopment applications being reviewed by the city.

The BEDC also worked towards strengthening ties to the larger community as well. Department of Employment and Economic Development Commissioner Mark Philips presented to the commission and discussed methods of utilizing state resources at the local level.

2013 Activities

In December of 2012, the BEDC merged with the HRA to create the HEDC. The existing BEDC members will be working with existing HRA members on creating a shared vision for economic development for all sectors in the city of Maplewood.

CONCLUSION

In 2013, the HEDC will carry on the BEDC's dedication to the development and enhancement of the business community in the city of Maplewood.

RECOMMENDATION

Approve the BEDC's 2012 annual report.

P:\HEDC\Agenda Reports\2013\031113

MEMORANDUM

TO: James Antonen, City Manager
 FROM: Matt Ledvina, Community Design Review Board Chair
 SUBJECT: **Community Design Review Board 2012 Annual Report**
 DATE: February 26, 2013

INTRODUCTION

Annually the community design review board (CDRB) reports the board's actions and activities for the city council for the previous year. In 2012, the CDRB reviewed the following 28 items during its 9 meetings:

Type of Proposal	# Reviewed
<u>New Development Proposals</u>	3
1. Design Review, Venner Plaza Shoppes, 1978 County Road D East (February 28, 2012)	
2. Design Review, East Metro Public Safety Training Center, MN Highway 120 and MN Highway 5 (May 22, 2012)	
3. Design Review, RSI Recycling Services, 1255 Cope Avenue (July 24, 2012)	
<u>Expansions/Remodels/Revisions</u>	14
1. Comprehensive Sign Plan Amendment, Safeway Driving School, Maple Leaf Center, 2251 Larpenteur Avenue (January 24, 2012)	
2. Design Review and Comprehensive Sign Plan Amendment, Maplewood Town Center, 1845 County Road D East (February 28, 2012 and March 27, 2012)	
3. Design Review, LA Fitness, 1940 County Road D East (March 27, 2012)	
4. Comprehensive Sign Plan Amendment, Veteran's Memorial Park, 1980 North Saint Paul Road (March 27, 2012)	
5. Design Review, St. Paul Hmong Alliance Church Building Addition, 1770 McMenemy Street (April 24, 2012)	
6. Sign Setback Variances, Holiday Stationstore, 280 McKnight Road South (April 24, 2012)	
7. Comprehensive Sign Plan Amendment, Men's Warehouse at Maplewood Mall, 3001 White Bear Avenue (April 24, 2012, May 22, 2012, July 24, 2012, September 25, 2012 and November 27, 2012)	
8. Design Review Revision, Cottagewood Town House Development, South of Highwood Avenue, east of Dennis Street, west of I-494 (May 22, 2012)	
9. Comprehensive Sign Plan Amendment, Monument Sign, 3M Center (June 26, 2012)	

Type of Proposal, continued
Expansions/Remodels/Revisions

- 10. Comprehensive Sign Plan Amendment, Health East Spine Clinic, Birch Run Station (June 26, 2012)
- 11. Comprehensive Sign Plan Amendment, Maplewood East Shopping Center, 2950 White Bear Avenue (July 24, 2012)
- 12. Design Review, Keller Golf Course, 2166 Maplewood Drive (July 24, 2012)
- 13. Comprehensive Sign Plan Amendment, Kennard East and West Professional Buildings, 3100 Kennard Avenue and 1725 Legacy Parkway (November 27, 2012)
- 14. Design Review, Buffalo Wild Wings, 3085 White Bear Avenue (November 27, 2012)

Special Projects and Presentations

11

- 1. Trunk Highway 36/English Street Interchange Project (January 24, 2012)
- 2. Capital Improvement Plan for 2013 – 2017 (February 28, 2012)
- 3. 2011 Annual Report (March 27, 2012)
- 4. 3M Monument Sign Presentation (April 24, 2012)
- 5. Election of Officers (April 24, 2012)
- 6. Ordinance Amendment Regarding Reinforced Turf Parking Lots, Section 44-17 (May 22, 2012)
- 7. Potential Combining of PC and CDRB (May22, 2012 and July 24, 2012)
- 8. Living Streets Policy (November 27, 2012)
- 9. Reinforced-turf Parking for Multiple-Family Developments (November 27, 2012)
- 10. Resolution of Appreciation for Jawaid Ahmed (November 27, 2012)
- 11. Resolution of Appreciation for Matt Wise (November 27, 2012)

Total

28

COMPARATIVE INFORMATION

<u>Year</u>	<u>Number of Items Reviewed</u>
2003	25
2004	25

2005	27
2006	33
2007	27
2008	15
2009	18
2010	20
2011	25
2012	28

MEMBERSHIP

The CDRB consists of five members appointed by the city council. Membership terms are for two years, with extensions for additional terms approved by the city council. The current membership is as follows:

<u>Board Member</u>	<u>Membership Began</u>	<u>Term Expires</u>	<u>Attendance</u>
Ananth Shankar	8/8/94	4/30/13	8 of 9
Matt Ledvina	3/10/97	4/30/14	8 of 9
Jason Lamers	5/26/09	4/30/15	4 of 8
Bill Kempe	2/11/13	4/30/15	Joined in 2013
Leo Burger	2/11/13	4/30/16	Joined in 2013

Ananth Shankar is the only member due for reappointment in 2013. Mr. Kempe and Mr. Burger were appointed to the CDRB in February of 2013 to replace outgoing members Jawaid Ahmed and Matt Wise.

DISCUSSION

2012 Actions/Activities

In 2012, the CDRB reviewed 28 items, an increase from the past few years. Half of the CDRB's reviews in 2012 were either redevelopment related or needed a revision to previously approved plans. During 2012, the CDRB conducted its most reviews in the last 10 years after seeing a drop in 2008 and 2009. In 2013, the CDRB expects to review a similar number of projects. It also expects that many of the projects will be redevelopment in nature or a current development needing a revision of some kind. The reviews seen in 2012, reinforced the idea that the city and CDRB need to adapt to different market pressures as development comes back. The CDRB also continued its review of the city's living streets program.

The CDRB reviewed mainly commercial projects – most notably the new Venner Plaza Shoppes that replaced an aging gas station on the corner of White Bear Avenue and County Road D East. The CDRB reviewed many comprehensive sign plan amendment requests as businesses and shopping centers work to update their properties to ensure their vitality into the future. The CDRB also worked on several key institutional projects in the city – including the new East Metro Public Safety Training Center. The CDRB has consistently demonstrated keen interest and skill in their reviews of these development projects to ensure they are of the quality of design and materials that complement the surrounding areas and improves a site's aesthetics.

The reason for the rise in redevelopment and remodel is that the city has seen the amount of vacant land available for new developments diminish. In addition, several other projects that occurred in 2012 were smaller in nature allowing city staff to process many of the city's remodels and additions as 15-day reviews, as allowed by code, rather than the more formal review by the CDRB. Approximately 15 projects were processed as 15-day reviews. Because of the developed nature of the city, many of the new commercial and residential developments reviewed by the CDRB are either redevelopment of existing buildings or in-fill development. The CDRB will continue to be a vital advisory board to the city council in the future, particularly with more redevelopment and in-fill development projects on the horizon.

2013 Activities

In addition to its design review duties, the CDRB lists these potential activities for 2013:

1. Continue having in-service training sessions for the CDRB. Specifically, the CDRB would like to explore developing an approved materials list to help guide development better from an architecture point of view. Perhaps different areas of the city would have different approved list to match existing and desired exteriors.
2. Continue developing policy guidelines for vegetation use along public rights-of-way.
3. Focus on educating the CDRB on sustainable building practices.
4. Explore renewing the annual city bus tour, which has traditionally been led by the planning commission.

CONCLUSION

In 2013, the CDRB will continue its dedication to the quality design of buildings and developments, ensuring a high quality of life for the citizens of Maplewood.

RECOMMENDATION

Approve the CDRB's 2012 annual report.

P:\com-dev\community design review board\annual report (2012)

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
Charles Ahl, Assistant City Manager
SUBJECT: **Approval of Housing and Economic Development
Commission's (HEDC) Rules of Procedure**
DATE: March 5, 2013

INTRODUCTION

The ordinance establishing the housing and economic development commission (HEDC) was adopted by the city council on December 10, 2012. The ordinance states that the commission shall elect its own officers, establish meeting times, and adopt its own rules of procedure to be reviewed and approved by the city council (Attachment 1).

DISCUSSION

Rules of procedure will help the HEDC facilitate the conduct of meetings and reduce the risk of mishandling important matters. Rules usually cover issues like the place and time of regular meetings, the order of business, parliamentary rules governing procedure, and minutes.

Attached to this report are the draft HEDC's rules of procedure for review. These rules discuss meeting times, quorum, duties of the chairperson, election of officers, agendas, appointments, parliamentary procedures, and amendments. The HEDC ordinance was written and adopted to include some of these procedures. Therefore, the HEDC rules can refer to procedures as spelled out in the ordinance, but do not conflict with the ordinance.

The HEDC reviewed and discussed the proposed rules of procedure at its meeting on February 28, 2013. The HEDC voted to recommend approval of its proposed rules of procedure.

RECOMMENDATION

Adopt the HEDC's rules of procedure.

Attachments:

1. Draft HEDC Rules of Procedure
2. HEDC Ordinance, December 10, 2012

HOUSING AND ECONOMIC DEVELOPMENT COMMISSION RULES OF PROCEDURE

Adopted by Housing and Economic Development Commission on February 28, 2013

We, the members of the Housing and Economic Development Commission of the City of Maplewood, Minnesota, created pursuant to the Maplewood Code of Ordinances, hereby adopt the following "Rules of Procedure," subject to the provisions of said Article, which is hereby made a part of these Rules:

A. APPOINTMENTS

The city council shall make appointments to the housing and economic development commission by following the current city appointment policy.

B. MEETINGS

1. All meetings shall be held in the council chambers in Maplewood City Hall, 1830 County Road B East, unless otherwise directed by the chairperson or staff, in which case at least 24 hours notice will be given to all commissioners.
2. Regular meetings shall be held at 7 p.m. on the second Wednesday of each calendar month, provided that when the meeting falls on a legal holiday, such meeting shall be rescheduled.
3. Special meetings may be held upon call by the chairperson or in his/her absence, by the vice chairperson, or by any other commissioner with the concurrence of a majority of the commissioners with at least 72 hours notice to all commissioners.

C. COMMUNITY DEVELOPMENT DEPARTMENT

In addition to carrying out the duties prescribed in the city ordinance the planner or a designated replacement shall:

1. Prepare the agenda for each meeting.
2. Act as technical advisor on any matter which comes before the commission.
3. Make written recommendations to the commission on matters referred to the commission.
4. Schedule any matter with the city council that has been reviewed by the commission that requires city council approval.

D. AGENDA

1. Copies of the agenda, together with pertinent staff reports and copies of the minutes of the previous meeting shall be made available to each member of the commission no later than three days prior to the next scheduled meeting.
2. The agenda format shall generally read as follows:
 - a. Call to Order
 - b. Roll Call
 - c. Approval of Agenda
 - d. Approval of Minutes
 - e. New Business
 - f. Unfinished Business
 - g. Visitor Presentations
 - h. Commissioner Presentations
 - i. Staff Presentations
 - j. Adjournment

E. QUORUM

1. A simple majority of the current membership of the commissioners shall constitute a quorum.
2. Any action by the commission shall require a majority vote of the members present.

F. ELECTION OF OFFICERS

A chairperson and vice-chairperson shall be elected at the regular meeting of the housing and economic development commission in December. New terms begin in January following the election. Once elected, chairs and vice-chairs shall serve until a successor is elected.

G. DUTIES OF THE CHAIRPERSON

1. In addition to the duties prescribed in the ordinance, the chair shall represent the commission at each city council meeting where a commission item is on the agenda, to present the commission's recommendations and to answer questions from the city council regarding the decision. If the chair is unavailable to attend the city council meeting, the chair will appoint a representative from the commission.

H. CHAIRPERSON AND VICE-CHAIRPERSON

1. The chairperson, vice chairperson, and such officers as the commission may decide shall be elected and assume duties according to the current ordinance.
2. In the absence of the chairperson, the vice chairperson shall perform all duties required of the chairperson. When both the chairperson and the vice chairperson are absent, the attending members shall elect a chairperson pro tem.
3. If the chairperson resigns from or is otherwise no longer on the commission, the vice

chairperson shall become the acting chairperson until the commission can hold an election for new officers. If the vice chairperson resigns or is otherwise no longer on the commission, the commission will elect a new vice chairperson at the next possible commission meeting.

I. TEMPORARY COMMITTEES

1. The commission shall elect by a majority vote such standing committees and temporary committees as may be required and such committees will be charged with the duties, examinations, investigations, and inquiries relative to subjects assigned by the chair.
2. No standing or temporary committee shall have the power to commit the commission to the endorsement of any plan or program without the express approval of the commission.

J. VACANCIES

The housing and economic development commission positions shall be vacated or recommended to the city council for vacation according to the current housing and economic development ordinances.

K. AMENDMENT OR SUSPENSION OF RULES

1. Any of the foregoing rules may be temporarily suspended by a majority vote of the commissioners present.
2. The "Rules of Procedure" may be amended at any regular meeting by a supermajority vote.

L. RULES OF ORDER

In all points not covered by these rules, the commission shall be governed in its procedures by *Rosenberg's Rules of Order, Simple Parliamentary Procedures for the 21st Century*.

ORDINANCE NO. ____

**DIVISION 9
THE MAPLEWOOD HOUSING AND ECONOMIC
DEVELOPMENT COMMISSION
ORDINANCE**

**Section 1. DIVISION 9. THE MAPLEWOOD HOUSING AND ECONOMIC
DEVELOPMENT COMMISSION (HEDC)**

Sec. 2-335. Definitions.

Common terms: As used in this division, the terms defined have the meanings given them.

Commission means the Housing and Economic Development Commission or HEDC.

City means the City of Maplewood, Minnesota.

City Council means the duly elected governing body of the City of Maplewood, Minnesota.

Enabling Resolution means the ordinance from which this division derives.

Small Business means a business whose principal place of operation is in the City of Maplewood and employs thirty people or less and is not a subsidiary of a larger entity or a corporate-owned franchise location.

Sec. 2-336. Establishment.

The Commission is established which shall have all of the powers, duties and responsibilities of a commission pursuant to Minnesota Statutes § 13.01, subd. 1(c)(5) and formed pursuant to Minnesota Statute § 412.21, subd. 1. The Commission shall also have all of the powers, duties and responsibilities of Minnesota Statutes pursuant to the function of a housing and redevelopment authority.

Sec. 337. Purpose.

It shall be the role and responsibility of the Commission to discuss and make recommendations to the Maplewood Economic Development Authority regarding economic and industrial development and redevelopment within the City of Maplewood pursuant to Bylaws as may be adopted by the Commission. It shall confer with other City departments, the Maplewood Economic Development Authority, the local Chamber of Commerce, the Maplewood Parks Commission, and other public and private groups on matters relating to business and industrial development and periodically survey the area's industrial and commercial climate and report regularly to the Maplewood Economic Development Authority, the Maplewood City Council, or both as directed.

It shall also be the purpose of the Commission to advise and make recommendations to the Maplewood City Council on housing matters regarding policy issues, development, redevelopment and housing maintenance. The Commission's purpose is to also promote and guide the city council and city staff to develop, improve and retain housing stock in Maplewood that is safe, healthy, meets the housing needs of the residents and maintains value of quality housing throughout the city.

Sec. 2-338. Name.

The entity created by the Enabling Resolution shall be known as the Maplewood Housing and Economic Development Commission or HEDC.

Sec. 2-339. Members.

The Commission shall consist of seven (7) members, three (3) of which shall be representative of, "small business," if available to serve, in Maplewood. The Members shall be appointed by the Mayor and City Council, upon approval by majority vote of the same. Those initially appointed shall be appointed for staggered terms consisting of two members appointed to one (1) year terms; two members appointed to two (2) year terms; and three members appointed to three (3) year terms, respectively, with a "small business" representative appointed in each of the initial term timeframes. Thereafter, Members are appointed to three (3)-year terms. Members may be reimbursed for expenses pursuant to City reimbursement policies. The city council shall also appoint persons to the Commission with backgrounds in housing, with knowledge in securing and maintaining quality housing stock in the city.

Sec. 2-340. Administration.

Bylaws. The Commission shall adopt bylaws and rules of procedure for administration of its affairs.

Chair. The Commission shall elect a Chair, and a Vice Chair on an annual basis.

Meetings. The Commission shall meet quarterly and at such other times as necessary.

Rules. The Commission shall adopt such rules and guidelines as they deem appropriate, but shall operate in accordance with Maplewood's Commission Handbook as adopted and amended from time to time. No rules shall be adopted by the Commission that are in conflict with the City's Official Commission Handbook and in the event of any conflict or question, the Handbook shall prevail.

Sec. 2-341. Modification. All modifications to the Enabling Resolution must be by Ordinance and must be adopted by the City Council by majority vote.

Sec. 2-342. Report to Council. The Commission shall submit a written report of its activities and/or recommendations for modification of the Enabling Resolution to the Council at least annually.

Sec. 2-343. Director. The City’s Manager, or designee, shall attend all meetings of the commission, shall serve as a consultant and advisor to the commission and shall make quarterly reports to the council.

Sec. 2-344. Conflicts of Interest. Except as authorized by Minnesota Statute 471.88, a Member of the Commission may not have a substantial conflict of interest in projects undertaken by the Commission.

Sec. 2-345 Intent to Comply. Except as otherwise authorized by Minnesota Statute, it is the intent of the City Council of Maplewood to create the Housing and Economic Development Commission as a “standing” body of the City that shall be subject to the rules, regulations, restrictions and requirements as defined in both the Open Meeting Law, § 13D. 01 *et seq.* and the Minnesota Government Data Practices Act, § 13, *et seq.*

Section 2.

This ordinance shall take effect after the approval by the city council and publishing in the official newspaper.

The Maplewood City Council approved this ordinance revision on December 10, 2012.

Mayor

Attest:

City Clerk

MEMORANDUM

TO: James Antonen, City Manager
FROM: Michael Martin, AICP, Planner
Charles Ahl, Assistant City Manager
SUBJECT: **Approval of a Metropolitan Livable Communities Act
Grant Agreement for Concordia Arms**
DATE: March 5, 2013

INTRODUCTION

On November 28, 2012, the Metropolitan Council approved a grant request from CommonBond Communities for \$300,000. This grant money will be used towards the purchase and rehabilitation of Concordia Arms, located at 2030 Lydia Avenue. In addition to the \$300,000 grant from the Metropolitan Council, CommonBond Communities received a grant from the Minnesota Housing Financing Agency for \$13,814,265. CommonBond will rehab the existing 125 rental units while also keeping rents affordable at 50 percent of the area's median incomes.

DISCUSSION

The Metropolitan Council's Local Housing Incentives Account (LHIA) works with developers on projects that maintain or expand the Twin Cities affordable housing stock. While private entities are able to apply directly to the Metropolitan Council for grant funds, state statute prevents funds from being dispersed to the applicant. The grant funds must be issued to the city in which the project is taking place and then the city issues the grant funds directly to the applicant. The city acts as the intermediary to ensure funds are being used for appropriate purposes.

The city of Maplewood participates in the Metropolitan Council's Livable Communities program, which includes the LHIA grants, and thus agrees to serve as the intermediary between project applicants and the Metropolitan Council. No city dollars are going towards the project at Concordia Arms – only Metropolitan Council and Minnesota Housing grants dollars. Also, the city only has to serve as the grantee for the LHIA grant, the \$300,000 grant. The nearly \$14 million grant from the Minnesota Housing Financing Agency is able to be directly distributed to the applicant. The city, in the past, has served in this role as the grantee for Metropolitan Council grant dollars.

Attached to this report is a grant agreement outlining the responsibilities of the Metropolitan Council and the city of Maplewood. After the council approves this agreement, it will be signed by the mayor and city manager and then forwarded on to the Metropolitan Council to complete its execution.

BUDGET IMPACT

None, no city funds are involved with this project.

RECOMMENDATION

Authorize the mayor and city manager to sign and execute the attached grant agreement between the city of Maplewood and Metropolitan Council.

Attachments:

1. Project Overview, email from Cynthia Lee – CommonBond
2. Grant Agreement between city and Metropolitan Council

From: Lee, Cynthia [mailto:Cynthia.Lee@commonbond.org]
Sent: Friday, March 01, 2013 3:32 PM
To: Michael Martin
Subject: RE: Concordia Arms, 2030 Lydia Avenue East

CommonBond Communities is the Upper Midwest's largest nonprofit provider of affordable housing with on-site services. CommonBond builds stable homes, strong futures, and vibrant communities, and has served the region for over 40 years. CommonBond has an exceptional track record and demonstrated expertise in owning, managing and providing services to HUD Section 8 and 202 properties for 40+ years.

CommonBond is proposing to acquire and rehabilitate the 125-unit senior Section 8 Concordia Arms housing development. The property is currently owned by Concordia Arms, Inc. and has been managed by CommonBond Communities for three years. In late 2012, CommonBond received funding awards from Ramsey County, Minnesota Housing Finance Agency and the Metropolitan Council for acquisition and long-term, comprehensive preservation of the Concordia property. The property is in need of major capital improvements, particularly the mechanical systems and interior spaces. The property has been well maintained but has challenges related to physical deterioration, particularly unit interiors and mechanical systems. The extensive rehabilitation of the property will include new kitchens, bathrooms, flooring, lighting, asbestos abatement, new exterior siding, common area HVAC systems, and site improvements. The total renovation costs will be approximately \$4.8 million.

CommonBond Communities' unique Advantage Services programs provide on-site services for Concordia's residents, to promote resident stability, advancement and independence. Programs at Concordia include wellness and healthcare services to help seniors' age in place, plus numerous social and community activities. For Concordia's frail elderly and special needs residents, the Advantage Service coordinator can provide one-on-one case management, advocacy and resource connections. With the new financing, several units will be developed to serve homeless seniors as well.

Cynthia Lee

Associate Vice President, Housing Development

CommonBond Communities

328 W. Kellogg Blvd. | St Paul, MN 55102

Phone: 651-290-6245 | Main: 651-291-1750 | Fax: 651-291-1003

| commonbond.org | [facebook](https://www.facebook.com/commonbond)

CommonBond builds stable homes, strong futures, and vibrant communities.

GRANTEE: City of Maplewood		GRANT NO. SG012-125	
PROJECT: Concordia Arms			
GRANT AMOUNT: \$300,000.00		FUNDING CYCLE: 2012	
COUNCIL ACTION: November 28, 2012		EXPIRATION DATE: December 31, 2015	

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality or Development Authority identified above as “Grantee.”

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Council’s Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.254 establish within the Metropolitan Livable Communities Fund a Local Housing Incentives Account and require the Council to annually distribute funds in the account to Participating Municipalities that have not met their affordable and life-cycle housing goals and are actively funding projects designed to help meet the goals, or to Development Authorities for projects located in eligible Municipalities; and

WHEREAS, the Grantee is a Municipality that has negotiated affordable and life-cycle housing goals pursuant to Minnesota Statutes section 473.254, subdivision 2 and has elected to participate in the Local Housing Incentives Account program, or is a Development Authority; and

WHEREAS, the Grantee seeks funding in connection with an application for Local Housing Incentives Account funds submitted in response to a Request for Proposals issued by the Metropolitan Housing Implementation Group for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application; and

WHEREAS, the Council awarded Local Housing Incentives Account funds to the Grantee subject to any terms, conditions and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the “Expiration Date” identified above and Project construction will have “commenced” before the Expiration Date.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) **Commenced.** For the purposes of Sections 2.09 and 4.03, “commenced” means significant physical improvements have occurred in furtherance of the Project (e.g., a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.
- (b) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Local Housing Incentives Account funds.
- (c) **Development Authority.** “Development Authority” means a housing and redevelopment authority, economic development authority, or port authority.
- (d) **Municipality.** “Municipality” means a statutory or home rule charter city or town in the seven-county metropolitan area defined by Minnesota Statutes section 473.121, subdivision 2.
- (e) **Participating Municipality.** “Participating Municipality” means a Municipality electing to participate in the Local Housing Incentives Account program under Minnesota Statutes section 473.254.
- (f) **Project.** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, “Project” means the development or redevelopment project identified in the application for Local Housing Incentives Account funds for which grant funds were requested. Grant-funded activities typically are components of the Project.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Local Housing Incentives Account of the Metropolitan Livable Communities Fund. The grant funds are derived from property taxes authorized by Minnesota Statutes sections 473.249, 473.253 and 473.254, subdivision 15 and are not from federal sources.

2.02 Total Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Local Housing Incentives Account funds made available to the Council, or any reduction or termination of the dollar-for-dollar match amount required under Section 2.03, may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Match Requirement. Pursuant to Minnesota Statutes section 473.254, subdivision 6, the Grantee shall match on a dollar-for-dollar basis the total Grant Amount received from the Council under Section 2.02. The source and amount of the dollar-for-dollar match shall be identified by the Grantee in the report(s) required under Section 3.03.

2.04. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and Project activities described in the application for Local Housing Incentives Account funds. A Project Summary that identifies eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used for purposes consistent with Minnesota Statutes section 473.25(a), in a Participating Municipality.

2.05. Ineligible Uses. Grant funds must be used for costs directly associated with the specific proposed Project activities and shall not be used for “soft costs” such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing other grant proposals; operating expenses; planning costs, including comprehensive planning costs; and prorated lease and salary costs. Grant funds may not be used for costs of Project activities that occurred prior to the grant award. A detailed list of ineligible and eligible costs is available from the Council’s Livable Communities program office. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.06. Loans for Low-Income Housing Tax Credit Projects. If consistent with the application and the Project activities described in Attachment A or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use the grant funds as a loan for a low-income housing tax credit Project, subject to the terms and conditions stated in Sections 2.04 and 2.05 and the following additional terms and conditions:

- (a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency.
- (b) The Grantee will execute a loan agreement with the Project owner. Prior to disbursing any grant funds for the Project, the Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project owner.
- (c) The Grantee will submit annual written reports to the Council that certify: (1) the grant funds continue to be used for the Project for which the grant funds were awarded; and (2) the Project is a “qualified low-income housing project” under Section 42 of the Internal Revenue Code of 1986, as amended. This annual reporting requirement is in addition to the reporting requirements stated in Section 3.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 4.01, the Grantee will submit the annual

certification reports during the initial “compliance period” and any “extended use period,” or until such time as the Council terminates this annual reporting requirement by written notice to the Grantee.

- (d) The grant funds made available to the Grantee and disbursed to the Project owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term “Project owner” means the current Project owner and any Project owner successor(s).
- (e) Pursuant to Section 2.05, the grant funds made available to the Grantee and disbursed to the Project owner in the form of a loan shall not be used by the Grantee, the Project owner or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee. The Council will not make the grant funds available to the Grantee in a lump sum payment, but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.12.
- (f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents and warrants to the Council that the Grantee’s loan to the Project owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency; and (3) agrees to administer its loan to the Project owner consistent with federal and state low-income housing tax credit program requirements.
- (g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) when the Project owner becomes obligated to repay the Grantee’s loan or defaults on the Grantee’s loan; (2) when the initial thirty-year “compliance period” expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project owners for an “extended use period”; and (3) if noncompliance with low-income housing tax credit program requirements or some other event triggers the Project owner’s repayment obligations under its loan agreement with the Grantee. The Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project owner. The Grantee shall not be obligated to repay the grant funds to the Council except to the extent the Project owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent public housing agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan. At its discretion, the Council may: (1) permit the Grantee to use the loan repayment from the Project owner to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.
- (h) If the Grantee earns any interest or other income from its loan agreement with the Project owner, the Grantee will: (1) use the interest earnings or income only for the purposes of implementing the Project activities for which the grant was awarded; or (2) remit the interest earnings or income to the Council. The Grantee is not obligated to earn any interest or other

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income from its loan agreement with the Project owner, except to the extent required by any applicable law.

2.07. Revolving or Deferred Loans. If consistent with the application and the Project Summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments) or otherwise make the grant funds available on a "revolving" basis for the purposes of implementing the Project activities described in Attachment A. The Grantee will submit annual written reports to the Council that report on the uses of the grant funds. The form and content of the report will be determined by the Council. This annual reporting requirement is in addition to the reporting requirements stated in Section 3.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 4.01, the Grantee will submit the annual reports until the deferred or revolving loan programs terminate, or until such time as the Council terminates this annual reporting requirement by written notice from the Council. At its discretion, the Council may: (1) permit the Grantee to use loan repayments to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.

2.08. Restrictions on Loans by Subrecipients. The Grantee shall not permit any subgrantee or subrecipient to use the grant funds for loans to any subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.08 shall be included in all subgrant and subrecipient agreements.

2.09. Project Commencement and Changes. The Project for which grant funds were requested must be "commenced" prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described in Attachment A. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or grant-funded activities described in Attachment A.

2.10. Budget Variance. A variance of twenty percent (20%) in the budget amounts for grant-funded activities identified in Attachment A shall be considered acceptable without Council approval, provided no budget amount for any individual grant-funded activity may be increased or decreased by more than twenty percent (20%) from the budget amount identified in Attachment A. Budget variances for any individual grant-funded activity identified in Attachment A exceeding twenty percent (20%) will require Council approval. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.11. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; any grant funds that are not matched on a dollar-for-dollar basis as required by Section 2.03; and any interest earnings described in Section 2.13 that are not used for the purposes of implementing the grant-funded Project activities described in Attachment A. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for

expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Local Housing Incentives Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.12. Payment Request Forms and Disbursements. The Council will disburse grant funds in response to written payment requests submitted by the Grantee and reviewed and approved by the Council's authorized agent. Written payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. The Grantee must provide with its written payment requests documentation that shows grant-funded Project activities actually have been completed. Subject to verification of each payment request form (and its documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within two (2) weeks after receipt of a properly completed and verified payment request form.

2.13. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described in Attachment A.

2.14. Effect of Grant. Issuance of this grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

2.15. Resale Limitations. The Grantee must impose resale limitations regarding the disposition of any equity realized by the purchasers of "affordable" units if grant funds received from the Council under this Agreement are used for homeownership gap financing in the Project described in Attachment A. The intent of this resale limitation is to protect the public investment in the Project and ensure that a proportion of the affordability gap provided by the public investment in the form of grant funds received from the Council is recaptured for reuse in conjunction with other affordable housing efforts and does not become a windfall for any purchaser who might sell the home prior to expiration of a predetermined resale limitation period. If a purchaser sells the "affordable" home prior to expiration of the resale limitation time period, an equitable proportion of the affordability gap filled by grant funds received from the Council under this Agreement must be recaptured by the Grantee within twenty-four (24) months of the triggering resale event and applied to a similar affordable housing project within the Participating Municipality, or returned to the Council. Unless otherwise agreed to by the Council and the Grantee, the length of the resale limitation time period and the proportion of the affordability gap to be recovered will be consistent with resale limitation time periods and repayment schedules stated in the Project application. These resale limitations do not apply when the grant funds are used for homeownership value gap financing.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years

following the completion of the Project activities described in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. For all expenditures of grant funds received pursuant to this Agreement, the Grantee will keep proper financial records and other appropriate documentation sufficient to evidence the nature and expenditure of the dollar-for-dollar match funds required under Section 2.02. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Reporting and Continuing Requirements. The Grantee will report to the Council on the status of the Project activities described in Attachment A, the expenditures of the grant funds, and the source and expenditure of the dollar-for-dollar match funds required under Section 2.03. Submission of properly completed payment request forms (with proper documentation) required under Section 2.12 will constitute periodic status reports. However, if the Grantee has not submitted any payment request forms during the first three months of the term of this Agreement, the Grantee must submit quarterly reports prior to the Grantee's first draw request. The Grantee also must complete and submit to the Council a grant activity closeout report. The closeout report form must be submitted within 120 days after the expiration or termination of this Agreement, whichever occurs earlier. Within 120 days after the Expiration Date, the Grantee must complete and submit to the Council a certification of expenditures of funds form signed by the Grantee's chief financial officer or finance director. The form and content of the closeout report and certification form will be determined by the Council. These reporting requirements and the reporting requirements of Sections 2.06 and 2.07 shall survive the expiration or termination of this Agreement.

3.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this grant, and that any environmental issues have been or will be adequately addressed.

IV. AGREEMENT TERM

4.01. Term. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE SHALL REVERT TO THE COUNCIL.**

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities

described in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs additional time within which to complete grant-funded activities and commence the Project, the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a resolution of the Grantee's governing body requesting the extension and a written extension request. The form and content of the written extension request and instructions for requesting an extension are available online at: <http://www.metrocouncil.org>. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Council and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, Title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part

of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Project. The acknowledgment will contain the following or comparable language:

Financing for this project was provided by the Metropolitan Council Metropolitan Livable Communities Fund.

Until the Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations or approvals necessary to perform or complete the Project activities described in Attachment A. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization and approval requirements of federal, state and local governmental and regulatory agencies, including conservation districts.

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council's *2030 Water Resources Management Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

5.08. Authorized Agent. Payment request forms, written reports and correspondence submitted to the Council pursuant to this Agreement shall be directed to:

Metropolitan Council
Attn: LCA Grants Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805

5.09. Non-Assignment. Minnesota Statutes section 473.254, subdivision 6 requires the Council to distribute the grant funds to eligible "municipalities" or "development authorities" for projects in

municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.10. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding and enforceable agreements.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

GRANTEE

METROPOLITAN COUNCIL

By: _____

By: _____

Title: _____

Guy Peterson, Director
Community Development Division

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

ATTACHMENT A

PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Local Housing Incentives Account grant funds submitted in response to a Request for Proposals issued by the Metropolitan Housing Implementation Group for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision in the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project Summary contained in this Attachment A, the terms, descriptions and dollar amounts reflected in the Council Action or contained in this Agreement and the Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project Summary; and (4) the grant application.

Livable Communities Demonstration Account Project Summary

Type:	LHIA	Grant #:	SG012-125
Recommended award:	\$300,000		
Applicant:	City of Maplewood		
Project Name:	Concordia Arms		
Project Location:	2030 Lydia Avenue		
Council District:	District 11 – Sandy Rummel		
Project Summary:	<p>This project is the acquisition and preservation of an existing Section 8, senior building originally financed under the HUD 202 program. The property has been well maintained but has challenges related to physical deterioration, particularly unit interiors and mechanical systems. The current owner consists of a church-sponsored non-profit board whose members will be retiring and so have approached CommonBond Communities to take over the ownership responsibilities. CommonBond will acquire the development, address the rehab needs, and agrees to maintain the Federal Assistance for at least 30 years so all the units will continue to remain affordable to households at 50% AMI.</p>		
Number and type of units:	125 unit senior apartment complex 124 – one-bedroom 1 – two-bedroom		
Rents:	\$830-\$944		
Funding Match:	\$200,000 – Ramsey County funds \$100,000 – City of Maplewood ALHOA contribution		
Other LCA Funding:	None.		
\$21,400,819	Total Development Cost		
	Funding Sources:		
\$3,336,100	Seller loan		
3,262,332	Syndication proceeds		
264,410	Cash Flow from NOI		
223,712	Deferred developer fee		
200,000	Ramsey County funds		
\$7,295,554	Total Funding Sources		
	Funding gap requests		
\$300,000	LHIA		
\$13,814,265	MN Housing		

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Mychal Fowlds, IT Director
SUBJECT: **Approval of Resolution Directing Modification of Existing Construction Contract, Change Order with Derau Construction, Police Department Expansion Project – Phase 1**
DATE: March 5, 2013

INTRODUCTION

The City Council will consider approving the attached resolution directing the modification of the existing construction contract for the Police Department Expansion Project – Phase 1.

BACKGROUND

On December 10, 2012, the Council awarded Derau Construction a construction contract for the build out of offices and modification of existing areas in 1902 County Road B East in the amount of \$213,300. There have been no change orders to the contract to date.

DISCUSSION

The modifications consist primarily of small changes due to items found during the demolition of existing areas. The remaining modifications are items that will help staff keep the Parks & Recreation relocation portion of this project ahead of schedule. These modifications result in an increase to the overall construction contract.

Expedite Trane Equipment Delivery (Addition)

In order to keep the project on schedule as much as possible the contractor has recommended expediting the equipment delivery from Trane.

Remove Sealant Work (Reduction)

In lieu of sealant work at the existing windows per plans, move forward with low expanding foam at window sills below window frames to stop air penetrations.

Install Access Panel (Addition)

An access panel was found to be needed for access to an existing mechanical shaft and was not included in the original contract.

Relocate Elevator Venting (Addition)

Relocate elevator venting in restroom to above the new ceiling height in order to meet code requirements and install an access panel in restroom ceiling per code and was not included in the

original contract.

Enlarge Counter Window (Addition)

During demolition it was found that there had previously been a space created for a counter. This space is much larger than originally planned for and so additional materials are needed.

Build Out Mezzanine Storage Room (Addition)

When the original contract and plans were approved Parks and Recreation were not moving to the Public Works building. Since those documents were finalized that is now the approved plan. In order to keep Phase 1 on schedule we need to move the files currently located in the mezzanine. Rather than move them numerous times this item would build the space where the documents will be stored in the future.

Remodel Offices A215 & A217 (Addition)

These offices were untouched in the initial project contract. Due to the Parks and Recreation portion moving forward these 2 offices will be repurposed. This item allows that work to happen now as a portion of office A217 is involved in Phase 1 as well.

Paint Additional Offices (Addition)

Originally these offices were to be left as is as they had recently been painted. Due to some patching performed in these offices and in order to keep the offices conforming to the rest of the office painting is required.

Additional Work for New Exhaust Fan (Addition)

To meet code it is required that a 2' x 2' enclosure be installed around the new exhaust fan ductwork with will pass through the plenum space above the new restroom.

The change order costs are summarized below:

<u>Change Order #1</u>	<u>Amount</u>
1 Expedite Trane Equipment	\$ 370.00
2 Remove Sealant Work	\$ (546.00)
3 Install Access Panel	\$ 245.00
4 Relocate Elevator Venting	\$ 1,630.00
5 Enlarge Counter Window	\$ 1,268.00
6 Build Out Mezzanine Storage Room	\$ 19,346.00
7 Remodel Offices A215 & A217	\$ 3,119.00
8 Paint Additional Rooms	\$ 1,529.00
9 Additional Work for New Exhaust Fan	\$ 1,600.00
Total Change Order No. 1	\$ 28,561.00

BUDGET

Approval of Change Order No. 1 will increase the project construction contract amount by \$28,561.00 from \$213,300 to \$241,861. No adjustments to the approved budget are needed at this time.

RECOMMENDATION

Staff recommends that the council approve the attached Resolution Directing Modification of Existing Construction Contract, Change Order No. 1, for the Police Department Expansion Project – Phase 1.

Attachments:

1. Resolution Directing Modification of Existing Construction Contract, Change Order No. 1
2. Change Order Form

RESOLUTION
DIRECTING MODIFICATION OF EXISTING CONSTRUCTION CONTRACT
POLICE DEPARTMENT EXPANSION PROJECT - PHASE 1, CHANGE ORDER NO. 1

WHEREAS, the City Council of Maplewood, Minnesota has heretofore ordered made Police Department Expansion Project – Phase 1, and has let a construction contract pursuant to Minnesota Statutes, Chapter 429, and

WHEREAS, it is now necessary and expedient that said contract be modified and designated as Police Department Expansion Project – Phase 1, Change Order No. 1.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MAPLEWOOD, MINNESOTA, that:

1. The Mayor is hereby authorized and directed to modify the existing contract by executing said Change Order No. 1 which is an increase of \$28,561.00.

The revised contract amount is \$241,861.00.

Adopted by the Maplewood City Council on this 11th day of March 2013.

**CHANGE ORDER
CITY OF MAPLEWOOD**

PROJECT NAME: Police Department Expansion Project - Phase 1
CONTRACTOR: Derau Construction
CHANGE ORDER NO.: One (1)
DATE: March 5, 2013

The following changes shall be made in the contract documents:

ADD BID SCHEDULE CO #1 – CHANGE ORDER NO. 1

Item No.	Item Description	Amount
1	Expedite Trane Equipment	\$ 370.00
2	Remove Sealant Work	\$ (546.00)
3	Install Access Panel	\$ 245.00
4	Relocate Elevator Venting	\$ 1,630.00
5	Enlarge Counter Window	\$ 1,268.00
6	Build Out Mezzanine Storage Room	\$ 19,346.00
7	Remodel Offices A215 & A217	\$ 3,119.00
8	Paint Additional Rooms	\$ 1,529.00
9	Additional Work for New Exhaust Fan	\$ 1,600.00
TOTAL SCHEDULE CO #1		\$28,561.00
TOTAL NET CHANGE ORDER NO. 1		\$28,561.00

CONTRACT STATUS:

Original Contract: \$213,300.00
Net Change of Prior Change: \$0.00
Change this Change Order: \$28,561.00
Revised Contract: \$241,861.00

Recommended By: SEH, Inc.

By: _____ Date: _____

Agreed to By: Derau Construction

By: _____ Date: _____

Approved By: City of Maplewood

By: _____ Date: _____

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: March 6, 2013
SUBJECT: Approval of Agreement for Use of Harvest Park for the Susan G. Komen 3-Day Event

Introduction

Nancy G. Brinker promised her dying sister, Susan G. Komen, she would do everything in her power to end breast cancer forever. In 1982, that promise became the Susan G. Komen for the Cure and launched the global breast cancer movement. Today, Susan G. Komen for the Cure is the world's largest grassroots network of breast cancer survivors and activists fighting to save lives, empower people, ensure quality care for all and energize science to find the cures.

Background

For the last six years, the Susan G. Komen for the Cure coordinators have worked with the City for the use of Harvest Park as their home base for over 3,000 participants for the Susan G. Komen Race for the Cure® held in the Metro area. It has been a successful partnership and the event organizers have requested the use of Harvest Park again this year.

The Susan G. Komen Race for the Cure® event is scheduled for August 23-25. Staff will had correspondence with the coordinators for the event to ensure that health and safety, public safety and other concerns are met. Staff has experienced a very professional and responsible working relationship the last five years with the event coordinators and look forward to working with them again.

Attached you will find a copy of the proposed agreement that requires council approval.

Recommendation

It is recommended that the City Council approve the Susan G. Komen Race for the Cure® event agreement.

Attachment 1: Use Agreement

USE AGREEMENT
City of Maplewood
Citizen Services Department

The Use Agreement (hereafter "Agreement") is made and entered in to this ____ day of _____, 2013, by and between the City of Maplewood, a Minnesota municipal corporation (hereafter the "City"), and The Susan G. Komen Breast Cancer Foundation, Inc. d/b/a Susan G. Komen for the Cure® (hereafter "Komen"), as producer of the 2013 Susan G. Komen Twin Cities 3-Day event benefiting Komen, a non-profit organization.

WHEREAS, Komen has requested to use the Harvest Park property for a scheduled non-profit event benefiting Susan G. Komen For The Cure® a non-profit organization; and

WHEREAS, the City believes that the non-profit event planned by Komen would benefit the citizens of the City of Maplewood and the surrounding areas and desires to allow use of the Harvest Park property for the requested uses;

NOW THEREFORE, in consideration of the mutual promises, covenants, and benefits contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and Komen agree as follows:

1. **Komen** shall have the right to use the Harvest Park property in connection with a non-profit cancer awareness program and matters related to the Susan G. Komen Twin Cities 3-Day. Komen shall have the right to use the property to construct an overnight campground. NO campfires will be allowed, and all camp design and construction plans, including areas in which vehicular access to the property will be allowed, shall be subject to the specific approval of the City, which approval shall not be unreasonably withheld.
2. **Komen** will be permitted to use the Harvest Park property on the following days:
 - a. August 21 and 22, 2013, for set up
 - b. August 23-25, 2013, for event day
 - c. August 26, 2013 for clean up
3. **Komen** accepts full responsibility and liability for any and all damages resulting to the park property as a result of its use for the Susan G. Komen Twin Cities 3-Day, reasonable wear and tear excluded. Komen agrees to restore the property to its previous condition, which is reasonably acceptable to the City of Maplewood. The Director of Citizen Services and Maplewood Staff will meet on Monday, August 26, 2013 with the Event Production Manager, Event 360, Inc., to evaluate the condition of the property and to determine what work, if any, will be necessary to restore the property to its previous condition. A security deposit of \$5,000.00, made payable to the "City of Maplewood" must be received by July 30, 2013. The deposit will be refundable after inspection of the property and completion of all items of reasonable concern are addressed.
4. **Komen** shall maintain general liability insurance in an amount of at least amounts not less than those set forth on the attached Certificate of Insurance at all times during the Terms of this Agreement to protect the City from any and all liability to persons or property which may result from use of the Harvest Park property. Komen shall provide the City to be named as "additional insured" on its binder.
5. The **City** shall be responsible for having the property mowed and clear of litter and trash and in good and useable condition prior to August 21, 2013.
6. **Komen** will coordinate security and traffic issues with the City of Maplewood Police Department. The event area will be secured and closed to the public no later than 9:00 p.m. on the days that the property is being used by Komen for the Susan G. Komen Twin Cities 3-Day.
7. **Komen** shall notify the City by August 1, 2013, of the emergency contingency plan for the scheduled event in case of inclement weather.

8. Komen shall defend, indemnify and hold harmless the City, its elected officials, officers, agents, and employees from any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and reasonable attorney's fees resulting from any claim arising as a result of Komen's use of the Harvest Park property under this Agreement. Nothing herein contained shall be deemed to in any way constitute a waiver by the City of any privileges and immunities it may have under the laws of the State of Minnesota or the Constitution of the State of Minnesota.

Likewise, the City of Maplewood agrees to indemnify and hold Komen harmless from and against any and all costs, losses or expenses, including reasonable attorney's fees, that Komen may incur by reason of (a) the City of Maplewood's negligence or intentional misconduct or (b) any third-party claim(s) or law suit(s) arising out of, or in connection with the City of Maplewood's performance or failure to perform pursuant to this agreement.

9. This Agreement shall become effective on the date signed by the last party hereto, and shall be governed by the laws of the State of Minnesota. Agreed to by the undersigned as evidenced by the signature set forth below.

10. Dispute Resolution. In the event of any dispute arising out of this Agreement, the parties shall use good faith efforts to resolve their differences amicably. In the event they are unsuccessful, the parties agree not to commence litigation until attempting to resolve their dispute through mediation. Either party may initiate the mediation process with 30 days' prior written notice to the other party.

11. As to notice or communication regarding this agreement:

Event360, Inc.
Susan G. Komen 3-Day for the Cure™
Kendra O'Donnell
Event Production Manager
Phone: 661.212.8862
Fax: 888.453.1731
kodonnell@event360.com

City of Maplewood
Citizen Services Department
Karen Guilfoile, City Clerk
Director Citizen Services
Phone: 651.249.2002
Fax: 651.249.2009
karen.guilfoile@ci.maplewood.mn.us

12. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

City of Maplewood

By: _____
Mayor, Will Rossbach

By: _____
City Manager, James Antonen

Date: _____

Date: _____

Attest: _____
City Clerk, Karen Guilfoile

**The Susan G. Komen Breast Cancer Foundation, Inc.
d/b/a Susan G. Komen for the Cure**

By: _____

Title: _____

Date: _____

Agenda Report

TO: Jim Antonen, City Manager
Karen Guilfoile, Citizen Services Director
FROM: Regan Beggs, Business License Specialist
DATE: March 1, 2013

SUBJECT: Approval of a Fee Waiver for a Temporary Food Sales Permit Fee for B-52 Slider Squad – For the Anna Hurd Memorial Fundraiser Event

Introduction

On Thursday, February 28, 2013, Jason Degidio, presenting B-52 Slider Squad submitted an application for a Temporary Food Sales permit to be used the next day at 2501 White Bear Avenue in the Rainbow Foods parking lot from 10:30 a.m. to 6:00 p.m. The proceeds garnered from the food sales for the day will be donated to the Anna Hurd benefit fund.

Upon application, Mr. Degidio requested that the Temporary Food Sales permit fee of \$55.00 be waived since the funds raised from sales were being donated to the benefit fund. Due to the timeliness of the event staff administratively waived the fee and is now requesting that the city council retro-actively waive the fee.

Recommendation

Staff recommends the authorization to retro-actively waive the \$55.00 fee associated with the Temporary Food Sales Permit for B-52 Slider Squad for their event on Friday, March 1, 2013.

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, City Clerk
DATE: March 11, 2013

SUBJECT: Temporary Gambling Permit Resolution for the Minnesota Waterfowl Association

Introduction

John Molkenbur representing the Minnesota Waterfowl Association has submitted an application for a temporary gambling permit for their East Metro Banquet held at the Moose Lodge, located 1946 English Street in Maplewood. The event will be held on Thursday, April 11, 2013 from 5:30pm to 10:30pm and is held to raise funds for the "Woodie Camp" put annually by the Minnesota Waterfowl Association. It is requested the council approve the following resolutions for the temporary gambling.

RESOLUTION

BE IT HEREBY RESOLVED, by the City Council of Maplewood, Minnesota, that the premises permit for lawful gambling is approved for the Minnesota Waterfowl Association.

FURTHERMORE, that the Maplewood City Council waives any objection to the timeliness of application for said permit as governed by Minnesota Statute §349.213.

FURTHERMORE, that the Maplewood City Council requests that the Gambling Control Division of the Minnesota Department of Gaming approve said permit application as being in compliance with Minnesota Statute §349.213.

NOW, THEREFORE, be it further resolved that this Resolution by the City Council of Maplewood, Minnesota, be forwarded to the Gambling Control Division for their approval.

Recommendation

It is recommended that council approve the lawful gambling resolution application for the Minnesota Waterfowl Association for their East Metro Banquet held at the Moose Lodge, 1946 English Street in Maplewood.

AGENDA REPORT

TO: City Manager, Jim Antonen
FROM: Chief Building Engineer, Larry Farr
SUBJECT: Implementation to Replace and Upgrade the Trane Summit System at City Hall
DATE: March 5, 2013

Introduction

The heating and cooling systems for the City Hall and Police Department buildings were installed in 1984 and 1994 respectively. The systems have been upgraded several times with the last one being in 2004 to the Trane Summit Energy Management System (EMMS). There are Variable Air Volume (VAV) units that have pneumatic (air pressure) controls for heating and cooling of the areas. The pneumatic thermostats open and close the dampers and heating valves to maintain the temperatures for their area.

Background

The existing VAV units are 18 – 28 years old and are starting to require additional maintenance and parts replacement. The hot water heat control valves and VAV dampers are controlled by air pressure that requires frequent adjusting to operate properly. The heat valves are starting to leak in many areas and that requires replacing the valve and additional repairs. The Maplewood Community Center and Public Works facilities have Trane Summit Electronic VAV's and electronic heating valves that require little maintenance and provide more consistent heating and cooling. This project will also allow staff to better control the temperatures in the proposed areas which will allow for additional energy savings.

At the February 11, 2013 City Council meeting approval was granted for the carryover of 2012 funds as designated on the Consent Agenda. With this approval Building Operations received \$45,000 for the implementation of this project. Trane is the primary vendor for this project due to the decision made in 2004 to switch vendors and upgrade the control systems to make Trane the primary supplier for our energy management system and related equipment.

Budget Impact

This purchase has been planned for and will be funded from the 2013 Building Operations budget in the amount of \$46,939.50. Due to the increase in energy efficiency staff will be applying for energy rebates from Xcel Energy which will amount to roughly \$2,000.

Recommendation

It is recommended that authorization be given to proceed with the replacement and upgrade of the Trane Summit System at City Hall.

Action Required

Submit to City Council for review and approval.

Attachment

1. Requisition
2. Rebate Preapproval
3. Trane Proposal



414 Nicollet Mall
Minneapolis, MN 55401
1-800-481-4700
xcelenergy.com/rebates

February 27, 2013

Larry Farr
City of Maplewood
1830 County Rd. BE
Maplewood, MN, 55109

Custom Rebate Notification - Preapproval

We have pre-approved your Efficiency Controls application on February 27, 2013 and are able to offer a \$1,994 rebate¹ pending its completion and verification of installation and operation. The table below represents the summarized information derived from your application and our estimated savings.

Project Findings

Project Description	Replace pneumatic controls with DDC
Manufacturer	Trane
Proposed Equipment	Trane Building Automation System
Quantity	1
Total Project Cost	\$43,920
Incremental cost⁴	\$43,920
Vendor	Trane

Preapproved rebate:	\$1,994
Your Rebate Offer expires on:	February 25, 2015
Xcel Energy Account No. (Premise):	302196154
Project #	OID1578965

ESTIMATED ANNUAL ENERGY SAVINGS	
Annual energy cost savings	\$2,946
Simple payback (yrs after rebate)	10.4
Demand (kW)	2.791
Energy (kWh)	24,449
Natural Gas Energy (Dth)	175

Next Steps:

Once your project is complete and fully operational, submit your invoices² and other required information to your Xcel Energy sales representative. Realize that if the project changes³ from your original submittal, then a reanalysis will occur which may impact the rebate. Please refer to your rebate application for terms and conditions.

Questions?

If you have questions or need additional information, please contact Jennifer Abbott at Phone No.: 651-229-2443 or at email: jennifer.m.abbott@xcelenergy.com

Sincerely,

Ann Garbow, Efficiency Controls Program Manager

CC: Jennifer Abbott

[1] Your project preapproval and rebate was based the information provided on your application and/or other supporting documents, and our analysis and rebate may differ from estimates provided by your vendor. Also, expired preapprovals will have to be reanalyzed. Please refer to the terms and conditions noted on your custom application.

[2] All invoices, purchase orders, shipping and contracts dates must occur after your preapproval date.

[3] Deviations from your original scope and preapproval may impact your rebate. Variables include, but are not limited to changes in, labor or overall project cost, quantities purchased, operational hour assumptions, equipment load factors...etc.

[4] The incremental cost represents the cost difference between two alternatives - your project cost vs. an applicable alternative cost.



Proposal

(Valid for 30 days from Proposal date)

Prepared For:
The City of Maplewood

Date: December 17, 2012
Proposal Number: S3-81317-2

Job Name:
Maplewood City Hall AHU-2 Tracer SC/ES
1830 County Road B East
Maplewood, MN 55109

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane Building Automation System (BAS)

This proposal includes the following for a complete installation of a Trane Tracer SC and Tracer ES system:

- Project management, engineering and technical checkout
- System graphics
- Installation of the BAS components
- Owner Training
- As-built documentation
- One year component and labor warranty service.

TRACER SC

AHU-2 Scope:

- Provide and install (1) one Tracer SC system level controller in the basement near AHU-2
- Provide and install (15) fifteen UC400 unit controllers and electronically controlled Belimo damper actuators on fan-powered VAV boxes #1-15
- Provide and install (15) fifteen electronically actuated reheat valves to replace existing pneumatically actuated valves.
- Provide and install (15) wireless zone sensors with occupancy override and thumbwheel adjustment
- Tie existing AHU-2 controller and new UC400 controllers to new Tracer SC system level controller

TRACER ES

Tracer ES features:

- Remote access from any secure PC on the network
- Single point online facility management for multiple buildings (when fully implemented)
- Daily operator functionality
- Central, server-based software
- Front-end system that works with both Trane and qualified non-Trane BACnet systems
- Data collection and analysis tool

Tracer ES Scope:

Tracer ES™ is a powerful web-based solution that gives you an enterprise management view into all your building control systems. Tracer ES, the online answer to facility-wide building control. When fully implemented, Tracer ES will enable users to access and control the building automation systems of The City Hall, Community Center, Public Works, and any other BACnet or Trane system.

This proposal includes initial installation of Tracer ES at The Maplewood City Hall and includes the integration of the new Tracer SC and the existing Tracer Summit BCU.

- (2) Two Tracer ES Licenses. One for the new Tracer SC control panel and one for the existing Tracer Summit panel.
- (1) Tracer ES installation CD
- Does not include a SQL server or required SQL software
- Does not include additional PCs, laptops or netbook hardware

Customer responsibilities:

- Network access to City of Maplewood supplied SQL server which meets minimum requirements as noted below:
 - o Server Type: Tower or Rack-mount
 - o Processor: Quad Core processor
 - o Memory: 4GB memory
 - o Hard Drive: Minimum 73GB HD
 - o RAID: RAID 5 minimum with at least 74GB or higher disks
 - o Configuration: Multiple Options
 - o Operating System: Microsoft Server 2003/2008 (5 CALS)
 - o Internet Information Services (IIS): IIS 6.0 (or higher)
 - o Software Requirements: Microsoft SQL Database 2005/2008
 - o Database Software .NET 3.5

Assumptions:

- Network problems will not impact the installation
- Access to all needed on site locations is provided

Scope Notes

1. All work will be done during normal working hours.
2. Access to locked areas must be provided to allow continuous work flow

Price: \$43,920

Sincerely,

3,019.50 tax
 46,939.50
 Total

Jake Quinn
 Account Manager
 775 Vandalia Street
 Saint Paul, MN 55114
 Phone: (651) 468-2700
 Fax: (651) 468-2720

Jane
 Controls Project
 Developer

John Sandok
 Controls Estimator

Customer Proposal Acceptance:

Authorized by: _____

Title: _____

Date: _____

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS – INSTALLATION "Company" shall mean Trane Canada ULC for Work performed in Canada, Trane U.S. Inc. for Work performed in the United States, except North Carolina and South Carolina, where Company shall mean Trane Comfort Solutions Inc.

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the goods and/or services described (the "Work"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the applicable Company terms and conditions in effect at the time of delivery or acceptance of the Work. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Work. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
3. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted.
8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
13. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.
14. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience;

pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice declaring termination, upon which event Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead): (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement.

16. Indemnity. Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

18. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") equipment manufactured by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Warranty"). **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this Warranty. Defects must be reported to Company within the Warranty period. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Additional terms and conditions of warranty coverage are applicable for refrigeration equipment. Some components of Company equipment may be warranted directly from the component supplier, in which event this Company Warranty shall not apply to those components but shall be pursuant to the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. Trane equipment sold on an uninstalled basis is warranted in accordance with Trane's standard warranty for supplied equipment. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. UNLESS EXPRESSLY WARRANTED IN WRITING FOR CERTAIN HUSSMANN BRANDED EQUIPMENT, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

19. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

20. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Trane or its subcontractors physically performed work on the project site.

21. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

22. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

23. U.S. Government Work. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing

any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement. **NOTICE: Company is restricted from receiving funds appropriated or otherwise made available under U.S Public Laws 110-161, 111-8, and 111-117. 1-26.251-10(1011A) Supersedes 1-26.251-10(1011)**

AGENDA REPORT

TO: City Manager, Jim Antonen
FROM: IT Director, Mychal Fowlds
Chief Building Engineer, Larry Farr
SUBJECT: **Approval of Office Furniture for Parks & Recreation Department,
Police Department Expansion Project Phase 1A**
DATE: March 5, 2013

Introduction

The City Council approved funding for Phase 1 of the Police Department Expansion Project in the amount of \$500,000 on November 26, 2012. The majority of the construction project was put out for bid and was awarded to Derau Construction on December 10, 2012. Certain items were not part of the bid package. As they arise staff will present them to Council for approval.

Background

Phase 1 of the Police Department Expansion Project predominately involves moving Community Development and Parks and Recreation from City Hall to 1902 County Road B East. In doing so staff has needs for the various items shown below. These items were considered to be outside the scope of the construction bid but are certainly part of the Police Department Expansion Project.

1. Commercial Furniture Systems (CFS) – Office furniture purchases and installation for Phase 1a utilizing US Communities pricing – **\$21,161.14**

Budget Impact

The item listed above has been planned for and will be funded from the \$500,000 that Council previously allocated for the Police Department Expansion Project – Phase 1.

Recommendation

It is recommended that approval be given to proceed with the Police Department Expansion Project item listed above.

Action Required

Submit to City Council for review and approval.

Attachments

1. CFS requisition Phase 1A



REQUISITION CITY OF MAPLEWOOD, MINNESOTA

(This is NOT a Purchase Order)

Names of Bidders

G13

Quantity	Description	Unit Price	Amount	Unit Price	Amount
1	Parks & Recreation Office Furniture Police Department Expansion Project Phase 1A	19,799.90	19,799.90		
Freight					
Subtotal			\$ 19,799.90		\$
Sales Tax @ .06875			\$ 1,361.24		\$
Total			\$ 21,161.14		\$

If low bidder is not recommended or only a single bid has been obtained, include a full explanation of reasons.

There is only one bidder for the office furniture as the city has standardized on Herman Miller Furniture and CFS is a dealer that uses pricing from the Minnesota State Contract or U.S. Communities both city approved organizations

Deliver to

Name and address of recommended bidder

Maplewood Public Works
1902 County Road B E
Maplewood , Mn. 55019

Commercial Furniture Services (CFS)
4301 Highway 7
St. Louis Park, Mn. 55416

Check one

Mail Purchase Order? Yes No

Fax Purchase Order? Yes No

Fax # _____

(If needed)

Purchase Order No. _____

(Assigned by Finance Dept.)

Requested by:

Signed _____ Date _____

City Mgr. or his/her designee Approval:

Signed _____ Date _____

Approved by City Council: Date _____

Finance Department Approval:

Signed _____ Date _____

FUND	PROGRAM	ACTIVITY	ACCOUNT	AMOUNT
TOTAL				

FOR ACCOUNTING USE ONLY: VENDOR NUMBER

S:\FINANCE\FORMS\AP-Requisition



A Herman Miller Dealer

PROPOSAL

Park & Recreations
Office

Larry Farr
City of Maplewood
1830 County Road B East
Maplewood MN 55109
P: 651.249.2342 F: 651.249.2319
larry.farr@ci.maplewood.mn.us

CFS Representative
Jim Good
P: 952.915.6364
jim.good@cfsmn.com
F: 952.922.4025
1/17/2013

MAPLEWOOD - MEZZANINE - OFFICES PDEPPIA

OFFICE 1						
Qty	Mfg	Item #	Description	Unit	Extended	
1	CFS	2220	H LEG FOR 30-36" SURFACE	\$75.00	\$75.00	
1	CFS	4400	Post Leg	\$100.00	\$100.00	
4	CFS	755848	Flat Bracket	\$10.00	\$40.00	
1	HMI	A2310.2448L	+Work Surf,Sq-Edge Rect Lam 24D 48W	\$95.71	\$95.71	
			LA +light ash			
			MT +medium tone			
1	HMI	A2310.2472L	+Work Surf,Sq-Edge Rect Lam 24D 72W	\$144.00	\$144.00	
			LA +light ash			
			MT +medium tone			
1	HMI	A2352.3072L	+Penin,Sq-Edge Rect Lam 30D 72W	\$211.43	\$211.43	
			LA +light ash			
			MT +medium tone			
1	HMI	A3352.1324	+Flip Dr Unit,B-Style Fab,W/Lock 13D 24W 15-1/2H	\$119.71	\$119.71	
			KD +keyed differently			
			MT +medium tone			
			5T +resonance-Pr Cat 1			
			22 +resonance marsh			
1	HMI	A3352.1348	+Flip Dr Unit,B-Style Fab,W/Lock 13D 48W 15-1/2H	\$153.71	\$153.71	
			KD +keyed differently			
			MT +medium tone			
			5T +resonance-Pr Cat 1			
			22 +resonance marsh			
1	HMI	A3410.1624	+Tackboard,B-Style 16H 24W	\$45.71	\$45.71	
			1Z +penumbra-Pr Cat 1			
			03 +penumbra rhea			
1	HMI	A3410.1648	+Tackboard,B-Style 16H 48W	\$56.86	\$56.86	
			1Z +penumbra-Pr Cat 1			
			03 +penumbra rhea			
3	HMI	AO213.60	+Wall Strip 60H	\$17.14	\$51.42	
			MT +medium tone			

MAPLEWOOD - MEZZANINE - OFFICES

1	HMI	G6120.24NS	+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 24W	\$83.71	\$83.71
			MT +medium tone		
1	HMI	G6120.48NS	+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 48W	\$94.86	\$94.86
			MT +medium tone		
1	HMI	A3615.1648	+Tile,Rail Action Office Series 2 48W	\$70.57	\$70.57
			MT +medium tone		
2	HMI	Y7216.10	+Paper Tray 10W	\$13.04	\$26.08
			MT +medium tone		
4	HMI	Y7218.	+Diagonal Tray	\$20.86	\$83.44
			MT +medium tone		
1	HMI	Y2091.L	+Crn Wedge,Sq-Edge Lam	\$43.45	\$43.45
			LA +light ash		
1	HMI	LW150.20BBF	*Ped W-Pull,Support 20D for 24D Wk Surf,B/B/F	\$185.63	\$185.63
			SR *3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer		
			SS *smooth paint on smooth steel		
			MT *medium tone		
			2A *for Action Office Series 1 and 2 squared-edge work surface		
			KD *keyed differently, black		
			3M *drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer		
1	HMI	LW150.20FF	*Ped W-Pull,Support 20D for 24D Wk Surf,F/F	\$172.54	\$172.54
			SB *full-extension ball-bearing		
			SS *smooth paint on smooth steel		
			MT *medium tone		
			2A *for Action Office Series 1 and 2 squared-edge work surface		
			KD *keyed differently, black		
			1M *2 file converters in each file drawer		

SubTotal : \$1,853.83

OFFICE 2

Qty	Mfg	Item #	Description	Unit	Extended
1	CFS	2220	H LEG FOR 30-36" SURFACE	\$75.00	\$75.00
1	CFS	4400	Post Leg	\$100.00	\$100.00
4	CFS	755848	Flat Bracket	\$10.00	\$40.00
1	HMI	A2310.2448L	+Work Surf,Sq-Edge Rect Lam 24D 48W	\$95.71	\$95.71
			LA +light ash		
			MT +medium tone		
1	HMI	A2310.2472L	+Work Surf,Sq-Edge Rect Lam 24D 72W	\$144.00	\$144.00
			LA +light ash		
			MT +medium tone		
1	HMI	A2352.3072L	+Penin,Sq-Edge Rect Lam 30D 72W	\$211.43	\$211.43
			LA +light ash		
			MT +medium tone		

MAPLEWOOD - MEZZANINE - OFFICES

1	HMI	A3352.1324	+Flip Dr Unit,B-Style Fab,W/Lock 13D 24W 15-1/2H	\$119.71	\$119.71
			KD +keyed differently		
			MT +medium tone		
			5T +resonance-Pr Cat 1		
			22 +resonance marsh		
1	HMI	A3352.1348	+Flip Dr Unit,B-Style Fab,W/Lock 13D 48W 15-1/2H	\$153.71	\$153.71
			KD +keyed differently		
			MT +medium tone		
			5T +resonance-Pr Cat 1		
			22 +resonance marsh		
1	HMI	A3410.1624	+Tackboard,B-Style 16H 24W	\$45.71	\$45.71
			1Z +penumbra-Pr Cat 1		
			03 +penumbra rhea		
1	HMI	A3410.1648	+Tackboard,B-Style 16H 48W	\$56.86	\$56.86
			1Z +penumbra-Pr Cat 1		
			03 +penumbra rhea		
3	HMI	AO213.60	+Wall Strip 60H	\$17.14	\$51.42
			MT +medium tone		
1	HMI	G6120.24NS	+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 24W	\$83.71	\$83.71
			MT +medium tone		
1	HMI	G6120.48NS	+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 48W	\$94.86	\$94.86
			MT +medium tone		
1	HMI	A3615.1648	+Tile,Rail Action Office Series 2 48W	\$70.57	\$70.57
			MT +medium tone		
2	HMI	Y7216.10	+Paper Tray 10W	\$13.04	\$26.08
			MT +medium tone		
4	HMI	Y7218.	+Diagonal Tray	\$20.86	\$83.44
			MT +medium tone		
1	HMI	Y2091.L	+Crn Wedge,Sq-Edge Lam	\$43.45	\$43.45
			LA +light ash		
1	HMI	LW150.20BBF	*Ped W-Pull,Support 20D for 24D Wk Surf,B/B/F	\$185.63	\$185.63
			SR *3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer		
			SS *smooth paint on smooth steel		
			MT *medium tone		
			2A *for Action Office Series 1 and 2 squared-edge work surface		
			KD *keyed differently, black		
			3M *drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer		
1	HMI	LW150.20FF	*Ped W-Pull,Support 20D for 24D Wk Surf,F/F	\$172.54	\$172.54
			SB *full-extension ball-bearing		
			SS *smooth paint on smooth steel		
			MT *medium tone		
			2A *for Action Office Series 1 and 2 squared-edge work surface		

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KD *keyed differently, black
 1M *2 file converters in each file drawer

SubTotal : \$1,853.83

OFFICE 3

Qty	Mfg	Item #	Description	Unit	Extended
1	CFS	2220	H LEG FOR 30-36" SURFACE	\$75.00	\$75.00
1	CFS	4400	Post Leg	\$100.00	\$100.00
4	CFS	755848	Flat Bracket	\$10.00	\$40.00
1	HMI	A2310.2448L	+Work Surf,Sq-Edge Rect Lam 24D 48W	\$95.71	\$95.71
			LA +light ash		
			MT +medium tone		
1	HMI	A2310.2472L	+Work Surf,Sq-Edge Rect Lam 24D 72W	\$144.00	\$144.00
			LA +light ash		
			MT +medium tone		
1	HMI	A2352.3072L	+Penin,Sq-Edge Rect Lam 30D 72W	\$211.43	\$211.43
			LA +light ash		
			MT +medium tone		
1	HMI	A3352.1324	+Flip Dr Unit,B-Style Fab,W/Lock 13D 24W 15-1/2H	\$119.71	\$119.71
			KD +keyed differently		
			MT +medium tone		
			5T +resonance-Pr Cat 1		
			22 +resonance marsh		
1	HMI	A3352.1348	+Flip Dr Unit,B-Style Fab,W/Lock 13D 48W 15-1/2H	\$153.71	\$153.71
			KD +keyed differently		
			MT +medium tone		
			5T +resonance-Pr Cat 1		
			22 +resonance marsh		
1	HMI	A3410.1624	+Tackboard,B-Style 16H 24W	\$45.71	\$45.71
			1Z +penumbra-Pr Cat 1		
			03 +penumbra rhea		
1	HMI	A3410.1648	+Tackboard,B-Style 16H 48W	\$56.86	\$56.86
			1Z +penumbra-Pr Cat 1		
			03 +penumbra rhea		
3	HMI	AO213.60	+Wall Strip 60H	\$17.14	\$51.42
			MT +medium tone		
1	HMI	G6120.24NS	+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 24W	\$83.71	\$83.71
			MT +medium tone		
1	HMI	G6120.48NS	+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 48W	\$94.86	\$94.86
			MT +medium tone		
1	HMI	A3615.1648	+Tile,Rail Action Office Series 2 48W	\$70.57	\$70.57
			MT +medium tone		

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2	HMI	Y7216.10	+Paper Tray 10W	\$13.04	\$26.08
			MT +medium tone		
4	HMI	Y7218.	+Diagonal Tray	\$20.86	\$83.44
			MT +medium tone		
1	HMI	Y2091.L	+Crn Wedge,Sq-Edge Lam	\$43.45	\$43.45
			LA +light ash		
1	HMI	LW150.20BBF	*Ped W-Pull,Support 20D for 24D Wk Surf,B/B/F	\$185.63	\$185.63
			SR *3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer		
			SS *smooth paint on smooth steel		
			MT *medium tone		
			2A *for Action Office Series 1 and 2 squared-edge work surface		
			KD *keyed differently, black		
			3M *drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer		
1	HMI	LW150.20FF	*Ped W-Pull,Support 20D for 24D Wk Surf,F/F	\$172.54	\$172.54
			SB *full-extension ball-bearing		
			SS *smooth paint on smooth steel		
			MT *medium tone		
			2A *for Action Office Series 1 and 2 squared-edge work surface		
			KD *keyed differently, black		
			1M *2 file converters in each file drawer		

SubTotal : \$1,853.83

OFFICE 4

Qty	Mfg	Item #	Description	Unit	Extended
1	CFS	2220	H LEG FOR 30-36" SURFACE	\$75.00	\$75.00
1	CFS	4400	Post Leg	\$100.00	\$100.00
4	CFS	755848	Flat Bracket	\$10.00	\$40.00
1	HMI	A2310.2448L	+Work Surf,Sq-Edge Rect Lam 24D 48W	\$95.71	\$95.71
			LA +light ash		
			MT +medium tone		
1	HMI	A2310.2472L	+Work Surf,Sq-Edge Rect Lam 24D 72W	\$144.00	\$144.00
			LA +light ash		
			MT +medium tone		
1	HMI	A2352.3072L	+Penin,Sq-Edge Rect Lam 30D 72W	\$211.43	\$211.43
			LA +light ash		
			MT +medium tone		
1	HMI	A3352.1324	+Flip Dr Unit,B-Style Fab,W/Lock 13D 24W 15-1/2H	\$119.71	\$119.71
			KD +keyed differently		
			MT +medium tone		
			5T +resonance-Pr Cat 1		
			22 +resonance marsh		
1	HMI	A3352.1348	+Flip Dr Unit,B-Style Fab,W/Lock 13D 48W 15-1/2H	\$153.71	\$153.71
			KD +keyed differently		

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			MT	+medium tone		
			5T	+resonance-Pr Cat 1		
			22	+resonance marsh		
1	HMI	A3410.1624		+Tackboard,B-Style 16H 24W	\$45.71	\$45.71
			1Z	+penumbra-Pr Cat 1		
			03	+penumbra rhea		
1	HMI	A3410.1648		+Tackboard,B-Style 16H 48W	\$56.86	\$56.86
			1Z	+penumbra-Pr Cat 1		
			03	+penumbra rhea		
3	HMI	AO213.60		+Wall Strip 60H	\$17.14	\$51.42
			MT	+medium tone		
1	HMI	G6120.24NS		+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 24W	\$83.71	\$83.71
			MT	+medium tone		
1	HMI	G6120.48NS		+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 48W	\$94.86	\$94.86
			MT	+medium tone		
1	HMI	A3615.1648		+Tile,Rail Action Office Series 2 48W	\$70.57	\$70.57
			MT	+medium tone		
2	HMI	Y7216.10		+Paper Tray 10W	\$13.04	\$26.08
			MT	+medium tone		
4	HMI	Y7218.		+Diagonal Tray	\$20.86	\$83.44
			MT	+medium tone		
1	HMI	Y2091.L		+Crn Wedge,Sq-Edge Lam	\$43.45	\$43.45
			LA	+light ash		
1	HMI	LW150.20BBF		*Ped W-Pull,Support 20D for 24D Wk Surf,B/B/F	\$185.63	\$185.63
			SR	*3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer		
			SS	*smooth paint on smooth steel		
			MT	*medium tone		
			2A	*for Action Office Series 1 and 2 squared-edge work surface		
			KD	*keyed differently, black		
			3M	*drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer		
1	HMI	LW150.20FF		*Ped W-Pull,Support 20D for 24D Wk Surf,F/F	\$172.54	\$172.54
			SB	*full-extension ball-bearing		
			SS	*smooth paint on smooth steel		
			MT	*medium tone		
			2A	*for Action Office Series 1 and 2 squared-edge work surface		
			KD	*keyed differently, black		
			1M	*2 file converters in each file drawer		

SubTotal : \$1,853.83

OFFICE 5

Qty	Mfg	Item #	Description	Unit	Extended
1	CFS	2220	H LEG FOR 30-36" SURFACE	\$75.00	\$75.00
1	CFS	4400	Post Leg	\$100.00	\$100.00

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4	CFS	755848	Flat Bracket	\$10.00	\$40.00
1	HMI	A2310.2448L	+Work Surf,Sq-Edge Rect Lam 24D 48W	\$95.71	\$95.71
			LA +light ash		
			MT +medium tone		
1	HMI	A2310.2472L	+Work Surf,Sq-Edge Rect Lam 24D 72W	\$144.00	\$144.00
			LA +light ash		
			MT +medium tone		
1	HMI	A2352.3072L	+Penin,Sq-Edge Rect Lam 30D 72W	\$211.43	\$211.43
			LA +light ash		
			MT +medium tone		
1	HMI	A3352.1324	+Flip Dr Unit,B-Style Fab,W/Lock 13D 24W 15-1/2H	\$119.71	\$119.71
			KD +keyed differently		
			MT +medium tone		
			5T +resonance-Pr Cat 1		
			22 +resonance marsh		
1	HMI	A3352.1348	+Flip Dr Unit,B-Style Fab,W/Lock 13D 48W 15-1/2H	\$153.71	\$153.71
			KD +keyed differently		
			MT +medium tone		
			5T +resonance-Pr Cat 1		
			22 +resonance marsh		
1	HMI	A3410.1624	+Tackboard,B-Style 16H 24W	\$45.71	\$45.71
			1Z +penumbra-Pr Cat 1		
			03 +penumbra rhea		
1	HMI	A3410.1648	+Tackboard,B-Style 16H 48W	\$56.86	\$56.86
			1Z +penumbra-Pr Cat 1		
			03 +penumbra rhea		
3	HMI	AO213.60	+Wall Strip 60H	\$17.14	\$51.42
			MT +medium tone		
1	HMI	G6120.24NS	+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 24W	\$83.71	\$83.71
			MT +medium tone		
1	HMI	G6120.48NS	+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 48W	\$94.86	\$94.86
			MT +medium tone		
1	HMI	A3615.1648	+Tile,Rail Action Office Series 2 48W	\$70.57	\$70.57
			MT +medium tone		
2	HMI	Y7216.10	+Paper Tray 10W	\$13.04	\$26.08
			MT +medium tone		
4	HMI	Y7218.	+Diagonal Tray	\$20.86	\$83.44
			MT +medium tone		
1	HMI	Y2091.L	+Crn Wedge,Sq-Edge Lam	\$43.45	\$43.45
			LA +light ash		

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1	HMI	LW150.20BBF	*Ped W-Pull,Support 20D for 24D Wk Surf,B/B/F	\$185.63	\$185.63
			SR *3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer		
			SS *smooth paint on smooth steel		
			MT *medium tone		
			2A *for Action Office Series 1 and 2 squared-edge work surface		
			KD *keyed differently, black		
			3M *drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer		
1	HMI	LW150.20FF	*Ped W-Pull,Support 20D for 24D Wk Surf,F/F	\$172.54	\$172.54
			SB *full-extension ball-bearing		
			SS *smooth paint on smooth steel		
			MT *medium tone		
			2A *for Action Office Series 1 and 2 squared-edge work surface		
			KD *keyed differently, black		
			1M *2 file converters in each file drawer		
SubTotal :				\$1,853.83	

OFFICE 6

Qty	Mfg	Item #	Description	Unit	Extended
1	CFS	2220	H LEG FOR 30-36" SURFACE	\$75.00	\$75.00
1	CFS	4400	Post Leg	\$100.00	\$100.00
4	CFS	755848	Flat Bracket	\$10.00	\$40.00
1	HMI	A2310.2448L	+Work Surf,Sq-Edge Rect Lam 24D 48W	\$95.71	\$95.71
			LA +light ash		
			MT +medium tone		
1	HMI	A2310.2472L	+Work Surf,Sq-Edge Rect Lam 24D 72W	\$144.00	\$144.00
			LA +light ash		
			MT +medium tone		
1	HMI	A2352.3072L	+Penin,Sq-Edge Rect Lam 30D 72W	\$211.43	\$211.43
			LA +light ash		
			MT +medium tone		
1	HMI	A3352.1324	+Flip Dr Unit,B-Style Fab,W/Lock 13D 24W 15-1/2H	\$119.71	\$119.71
			KD +keyed differently		
			MT +medium tone		
			5T +resonance-Pr Cat 1		
			22 +resonance marsh		
1	HMI	A3352.1348	+Flip Dr Unit,B-Style Fab,W/Lock 13D 48W 15-1/2H	\$153.71	\$153.71
			KD +keyed differently		
			MT +medium tone		
			5T +resonance-Pr Cat 1		
			22 +resonance marsh		
1	HMI	A3410.1624	+Tackboard,B-Style 16H 24W	\$45.71	\$45.71
			1Z +penumbra-Pr Cat 1		
			03 +penumbra rhea		

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1	HMI	A3410.1648	+Tackboard,B-Style 16H 48W	\$56.86	\$56.86
			1Z +penumbra-Pr Cat 1		
			03 +penumbra rhea		
3	HMI	AO213.60	+Wall Strip 60H	\$17.14	\$51.42
			MT +medium tone		
1	HMI	G6120.24NS	+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 24W	\$83.71	\$83.71
			MT +medium tone		
1	HMI	G6120.48NS	+Task Light,E.E.,No Dim,AO/Pros/Etho/Canvas,Canada 48W	\$94.86	\$94.86
			MT +medium tone		
1	HMI	A3615.1648	+Tile,Rail Action Office Series 2 48W	\$70.57	\$70.57
			MT +medium tone		
2	HMI	Y7216.10	+Paper Tray 10W	\$13.04	\$26.08
			MT +medium tone		
4	HMI	Y7218.	+Diagonal Tray	\$20.86	\$83.44
			MT +medium tone		
1	HMI	Y2091.L	+Crn Wedge,Sq-Edge Lam	\$43.45	\$43.45
			LA +light ash		
1	HMI	LW150.20BBF	*Ped W-Pull,Support 20D for 24D Wk Surf,B/B/F	\$185.63	\$185.63
			SR *3/4-extension roller slides on box drawer, full-extension ball bearing on file drawer		
			SS *smooth paint on smooth steel		
			MT *medium tone		
			2A *for Action Office Series 1 and 2 squared-edge work surface		
			KD *keyed differently, black		
			3M *drawer divider in one box drawer, pencil tray in one box drawer, 2 file converters in file drawer		
1	HMI	LW150.20FF	*Ped W-Pull,Support 20D for 24D Wk Surf,F/F	\$172.54	\$172.54
			SB *full-extension ball-bearing		
			SS *smooth paint on smooth steel		
			MT *medium tone		
			2A *for Action Office Series 1 and 2 squared-edge work surface		
			KD *keyed differently, black		
			1M *2 file converters in each file drawer		

SubTotal : \$1,853.83

SEATING

Qty	Mfg	Item #	Description	Unit	Extended
6	SIT	5623YB1.A93	Focus Task, Mesh Back, Enhanced Synchro Cntrl, A93 Multi-Adjustable Arms ?	\$337.28	\$2,023.68
			MC1 Black		
			FABRIC Fabric Grade Selections		
			26-GRD2 Fabric Grade 2		
			CHESS Chess Standard Color Selection		
			~ No Selection		
			Z1 Black		
			~ No Heavy Duty Upgrade		
			~ Std Black Base		

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			C5	Std Carpet Casters		
			E3	Seat Depth Adjustment Upgrade		
			~	No Selection		
			LB1	Adjustable Lumbar Support		
			~	Std Packaging		
12	SIT	5651.A130		Focus, Side Chair, Black Frame, A130 Arm ?	\$169.27	\$2,031.24
			MC1	Black		
			FABRIC	Fabric Grade Selections		
			26-GRD2	Fabric Grade 2		
			CHESS	Chess Standard Color Selection		
			~	No Selection		
			~	No Ganging Bracket Upgrade		
			G12	Floor Saver Glide		
			~	No Cart Upgrade		
					SubTotal :	\$4,054.92

ESTIMATED LABOR / DELIVERY

<i>Qty</i>	<i>Mfg</i>	<i>Item #</i>	<i>Description</i>	<i>Unit</i>	<i>Extended</i>
1	CFS	LABDES	Estimated Design Labor/CAD Services	\$265.00	\$265.00
1	CFS	LABREG	Estimated Project Management/Coordination	\$475.00	\$475.00
1	CFS	LABREG	Estimated Labor for Reconfiguration of (2) Work Stations from Client's Existing Product	\$973.00	\$973.00
1	CFS	LABREG-N	Estimated Labor - Delivery/Installation; Straight Time	\$2,334.00	\$2,334.00
Labor Charges are Portal to Portal Receive, Inspect, Deliver, Install; Straight Time					
1	CFS	VEH	Estimated Vehicle Charges	\$225.00	\$225.00
1	CFS	CFB	Consumable Supplies	\$350.00	\$350.00

SALES TAX NOT INCLUDED (TBD)

SubTotal : \$4,622.00

Grand Total : \$19,799.90
tax 1,361.24
Total \$ 21,161.14

Commercial Furniture Services, Inc. - Terms and Conditions

Each quotation, proposal or purchase order is subject to these Terms and Conditions of Sale, except as agreed upon by Commercial Furniture Services, Inc. (CFS) in writing.

1. QUOTATIONS AND ORDERS

- a. **DOCUMENTS:** Documentation, bids, designs, renderings, images, photos and floor plans provided by CFS remain the property of CFS until the time of sale to the Buyer. The Buyer or his authorized agent(s) must provide CFS accurate and detailed prints and elevations of the project's base building. Changes required to remedy situations due to inaccurate base building floor plans and elevations can result in additional charges to the Buyer.
- b. **TERMS:** Prices quoted by CFS are firm for 30 days from the date of our quotation as per the terms established by a written Purchase Agreement between CFS and the Buyer. Clerical errors are subject to correction.
- c. **ACCEPTANCE:** All orders require a (i) hard copy or electronic Purchase Order from the Buyer or, (ii) an approved quotation with an authorized signature and date of acceptance.
- d. **DIFFERENT OR ADDITIONAL TERMS:** CFS will consider any different, additional or modified terms proposed by the Buyer in his Purchase Order or, any other response to CFS' offer as a counter offer. All Terms and Conditions must be agreed upon and signed off by CFS and the Buyer in written form before the order will be approved and processed.
- e. **CUSTOMER REQUIRED DATE:** A mutually agreed upon delivery date between the Buyer and CFS is required for each order and will be used as the customer's required date.
- f. **DEPOSITS:** A minimum deposit of 50% will be required for all orders.

2. INVOICING

- a. **TIMING:** Product orders will be invoiced after the delivery of the order to the project jobsite or, two weeks after the order has been held in an offsite location due to a delay in the project. Services will be invoiced after the services have been substantially rendered. Progress invoices for services may be billed to the Buyer if the project takes more than two weeks time to complete.
- b. **PAYMENT TERMS:** Payment Terms are Net 30 days from the date of the invoice. The Buyer agrees not to withhold payment on any invoice because of partial delivery or open punch list items.
- c. **FREIGHT:** Unless otherwise noted, any applicable freight charges and surcharges are not included in CFS' price quotations and will be invoiced as a separate line item.
- d. **TAXES:** Unless otherwise noted, any applicable sales, use, excise or any other taxes are not included in CFS' price quotations and, they will be invoiced to the Buyer as a separate line item. The Buyer agrees to pay any and all applicable taxes. If the Buyer has a Tax Exempt status, a Certificate of Tax Exemption must be provided to CFS prior to the order placement. The Buyer is responsible for any self-assessment and remittance of any and all applicable taxes due jurisdictions outside of Minnesota.

3. OTHER CHARGES

- a. **CHANGES/CANCELLATIONS:** The buyer will pay all additional charges from the manufacturer(s) for order changes and/or cancellations which the manufacturers agree to and accept. Any and all changes to orders placed by CFS on the Buyer's behalf must be communicated in written form by an authorized representative of the Buyer. ALL PRODUCT IS CUSTOM MANUFACTURED TO THE BUYER'S SPECIFICATIONS AND CANNOT BE RETURNED.
- b. **ADDITIONAL HANDLING CHARGES:** Additional handling charges will be billed to the Buyer in the following cases: if the jobsite is not available on the mutually agreed upon customer required date; if there are delays because of site conditions which do not allow CFS clear and easy access for the project installation; if the activities of other trades hinder or delay the schedule of CFS' scheduled work; if there are delays in product shipments not purchased from CFS; if the agreed upon work schedule and project phasing is altered and requires more trips and shift differential pay or, there are conditions that are outside of the requirements for performance that are defined in CFS' proposal / quotation. Charges incurred by CFS to meet the altered project requirements will include all labor, transportation, storage, third party, building prep and materials, elevator / lift charges, supplies and materials, etc. - billed at the applicable rate.
- c. **STORAGE:** If the project jobsite is not ready to receive the Buyer's material ordered from CFS, CFS will arrange to store the material on the jobsite, on trailers, at CFS' facility or, in another facility. All additional handling, transportation and storage charges will be billed to the Buyer. The Buyer will provide insurance coverage for the product which requires storage.
- d. **LEGAL FEES:** Should either party incur any expense in enforcing any terms, covenants, conditions, representations, or warranties of the Agreement, the party in default will pay all expenses including reasonable attorney's fees.

4. DELIVERY & INSTALLATION

- a. **CFS' RESPONSIBILITIES:** CFS will receive, inspect, stage, deliver and install the Buyer's products. All new furniture will be cleaned and put into good working order. Cartoning and packing materials will be removed; the Buyer will be responsible for all charges - labor, transportation and fees - for recycling or disposing of the waste from their project. All used furniture is sold "As-Is, Where-Is". It will be cleaned, repaired or refurbished only with an additional written service agreement signed by the Buyer and acknowledged by CFS. Where circumstances allow and permit, CFS may elect to receive the Buyer's products at the project jobsite.
- b. **FREIGHT CLAIMS:** Claims for product damaged in transit will be processed by CFS and damaged product will be repaired or replaced to the reasonable satisfaction of the customer. For Buyer's product required to be held off site by CFS due to project delays, an agreement must be reached and signed off on - in written form - regarding receiving, inspection, freight claims and hidden damages, processes and, handling charges.
- c. **DROP SHIPMENTS:** In the case of Drop Shipments when the Buyer's products are delivered directly to the Buyer without any installation services performed by CFS - the Buyer will receive, inspect and install the goods purchased from CFS. The Buyer will be responsible for all inspections and freight claims in the event of damage to the product they have purchased from CFS. Any claims must be filed within 15 days from receipt of product.
- d. **NORMAL BUSINESS HOURS:** Unless otherwise agreed upon by CFS and the Buyer- delivery, installation and other CFS services will be done during Normal Business Hours 7:00 - 4:30, Monday- Friday, excluding Holidays.
- e. **CONDITION OF JOBSITE:** The project jobsite will be clean and clear of all obstructions, materials, equipment and debris. The Buyer will provide adequate facilities and space for CFS to unload, stage, move, handle and store the products required for the installation of the Buyer's goods.
- f. **JOBSITE SERVICES:** The Buyer will provide electrical, heating, lighting and elevator / lift / hoist services to CFS at the project jobsite without any charge to CFS. Additional handling charges will result from any delays which CFS experiences in sharing docks or elevators / lifts / hoists with other building trades or tenants.
- g. **DELIVERY & INSTALLATION:** CFS is a non-union company. If applicable, trade regulations at the time of installation require employing other tradesman to complete the installation - union or non-union - any additional costs will be paid by the Buyer.

MAPLEWOOD - MEZZANINE - OFFICES

- h. **ELECTRICAL, DATA AND PHONE:** As per Minnesota Statute, a Licensed Electrician must hardwire all furniture components to the house base power, make panel to panel connections and perform any other electrical work as denoted by Minnesota statutes and codes. The Buyer and his contractor must provide an electrician, at their cost, to perform this work as well as all Data and Phone work required for their project. CFS does not provide these services unless the Buyer requests that CFS contract with a licensed electrician, low-voltage or communications vendor, whose charges would then be quoted to, and passed on to, the buyer.
- i. **MOVING/RELOCATION SERVICES:** Buyer's responsibilities: The Buyer will have all furniture, equipment and contents prepped, labeled and packed as per CFS' Moving Instructions. The Buyer will be packed and ready for their move at the agreed upon time. Representatives will be available to answer any questions regarding the move on both ends of the move. Additional charges may result if the Buyer does not prepare for their relocation as per CFS' instructions, if they are not ready at the agreed upon time, or if they are not present to answer relevant questions during their move. All electronic equipment including computers, printers, copiers, phones, servers, etc., must be prepped and disconnected by the Buyer or his authorized equipment representatives. CFS will not be responsible for damages to any equipment that is not properly prepped or disconnected. CFS also does not re-install any of the above items, nor will they take any responsibility to do so. CFS will not be responsible for moving laptop computers, tablets or any other personal electronic devices.
- j. **RISK OF LOSS:** The responsibility for the security and safeguarding of the delivered furniture shall pass to the Buyer at the time of delivery to the project jobsite or designated storage facility. Upon delivery to the project jobsite or storage facility, the Buyer assumes all Risks of Loss of the goods and the Buyer shall not be released from any obligations under this agreement because of any loss, damage or disrepair suffered by the goods following delivery to the project jobsite or storage facility.
- k. **INSURANCE:** CFS will carry General Liability, Workman's Compensation, Property Damage and, Automobile Insurance. The Buyer will be responsible to carry, at their expense, Liability and Property insurance covering the jobsite and its contents including all risks of physical loss and damage.

5. ADDITIONAL TERMS

- a. **WARRANTIES:** Disclaimer of Liability - CFS will assist the Buyer in the resolution of problems on claims concerning damaged and/or defective materials or workmanship made within the Guarantee or Warranty Period as stated by the particular manufacturer, supplier or fabricator and will arrange for the repair or replacement of any damaged or defective items following delivery or installation. CFS disclaims any warranties, express or implied, including warranties of merchant-ability and fitness for a particular purpose. CFS will have no responsibility whatsoever to the Buyer or to any other person for injury to person or damage or loss of property or value caused by any product purchased hereunder. **ALL WARRANTIES LIE WITH THE MANUFACTURER OF EACH PRODUCT - NOT CFS.**
- b. **INTERPRETATION OF TERMS AND CONDITIONS:** This writing is intended by all parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their dealings between the parties, if any. No failure by any party to insist upon strict compliance by the other party with any of the terms, provisions, or condition of the Agreement, in any instance, shall be construed as a waiver or relinquishment by either party or by the other party's right to insist upon strict compliance therewith in the future. Whenever a term defined by the Uniform Commercial Code as adopted in Minnesota is used in this agreement and not otherwise defined, the definition contained in the Code is to control.
- c. **CTS BEYOND REASONABLE CONTROL:** CFS will not be liable for any delay or failure to deliver any or all of the product or services in case of delay or failure is caused by Buyer's actions, labor disputes, strikes, wars, riots, civil commotion, fire, flood, earthquake, hurricane, accident, storm or other destruction whole or in part of the product or the manufacturing plant, lack or inability to obtain raw materials, labor, fuel, or any other cause, contingency, or circumstances which prevent or hinder the manufacturer or delivery of the product or services beyond the reasonable control of CFS.
- d. **WAIVER:** Neither party waives any of its rights or consents to any default under this agreement unless such party does so in writing.
- e. **ASSIGNMENT AND DELEGATION:** No right or interest in this agreement shall be assigned by either Buyer or CFS without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation either by Buyer or CFS shall be made without the written permission of the other party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this section.
- f. **INSTALLATION, SERVICE, AND/OR CONTRACTS:** Additional terms and conditions may apply to CFS' design, installation, rental and/or service contracts. Such contracts are incorporated herein by reference and shall take precedence on any conflict of terms.
- g. **SECURITY INTEREST:** Buyer hereby grants CFS a purchase-money security interest in all goods identified in any invoice hereafter issued under this agreement in connection with the purchase of such goods to secure payment of the amount of such invoice and accrued finance charges thereon, and the Buyer hereby irrevocably authorizes CFS to file from time to time financing statements describing as collateral any goods so identified in any such invoice. Such goods will not be affixed to any real property in any manner which would change its nature from that of personal property to a fixture. Failure to pay any amount owed with respect to this agreement or any invoice issued under this agreement when due, or the occurrence of voluntarily or involuntarily proceeding under bankruptcy or insolvency laws which affects this agreement, shall constitute a default following which CFS may pursue any legal or equitable remedy available to CFS. Buyer will notify CFS immediately of any changes of name, location, or, if applicable, state of incorporation, organization or other registration.
- h. **APPLICABLE LAW:** This agreement and all rights and obligations of the parties shall be governed by the laws of the State of Minnesota.

Company Name: _____

Title: _____

Authorized Signature: _____

Date: _____

Print Name: _____

Please return by mail, fax or email to:

Commercial Furniture Services

Attn: Jim Good

4301 Highway 7

St Louis Park MN 55416

Fax: 952.922.4025

jim.good@cfsmn.com

MEMORANDUM

TO: James Antonen, City Manager

FROM: DuWayne Konewko, Parks and Recreation Director
Ginny Gaynor, Natural Resources Coordinator

DATE: March 5, 2013 for March 11, 2013 Council Meeting

RE: Resolution Accepting Donation from Friends of the Mississippi River to City of Maplewood

Introduction

On May 14, 2012, City Council approved the City entering into a contract with Friends of the Mississippi River (FMR) for FMR to accept donations from individuals and businesses towards acquisition of the Fish Creek parcel. FRM received 44 donations on behalf of the Fish Creek project in 2012, and has submitted a donation of \$7249.12 to the City of Maplewood to be used towards acquisition of the Fish Creek parcel. This does not include funds received by FRM in 2013.

Minnesota State Statute 465.03 states that gifts to municipalities shall be accepted by the governing body in the form of a resolution by a two-thirds vote.

Consideration

Approve the following resolution accepting the donation of \$7249.12 towards acquisition of the Fish Creek parcel.

**RESOLUTION
ACCEPTANCE OF DONATION**

WHEREAS the City of Maplewood has received a donation of \$7249.12 for acquisition of the Fish Creek parcel,

NOW, THEREFORE, BE IT RESOLVED that the Maplewood City Council authorizes the City of Maplewood to accept this donation.

THIS PAGE IS INTENTIONALLY LEFT BLANK

MEMORANDUM

TO: James Antonen, City Manager
FROM: Tom Ekstrand, Senior Planner
 Chuck Ahl, Assistant City Manager
SUBJECT: **Havencrest Preliminary Plat**
APPLICANT: Powerline, Inc.
LOCATION: 2292 County Road D East
VOTE REQUIRED: Simple Majority Vote Required for Approval
DATE: March 6, 2013

INTRODUCTION

Brent Hislop, representing Powerline, Inc, is requesting approval of a preliminary plat to develop nine single-dwelling lots on a 2.46 acre parcel. This proposed subdivision would be called Havencrest. The site currently has one single dwelling, located at 2292 County Road D East. The applicant proposes to remove the old house and garage. Each of the proposed lots would meet lot size requirements of at least 10,000 square feet and a minimum lot frontage of 75 feet. Refer to the enclosed maps and subdivision plans.

DISCUSSION

Preliminary Plat

The subject property is planned and zoned for a single family subdivision and the proposed lots would meet all city lot size requirements. County Road D and Gall Avenue would provide access to the proposed lots without the need of any new road construction. Sanitary sewer and water mains are also in place to serve the proposed plat. The density proposed would be 3.66 units per acre. The land use plan allows a density range of 2.6 to 6 units per acre. The proposed number of homes, therefore, would meet the city's housing density requirements.

There is a shed shown on the survey that appears to belong to the neighbor located at 2280 County Road D. This should be removed before a building permit is granted for a new home on proposed Lot 1.

Tree Replacement

The main issue is complying with city tree-replacement requirements noted in the Environmental Review by Shann Finwall (attached).

There are a significant number of trees on the property that the tree preservation ordinance would require the applicant to replace. The ordinance requires that significant trees (hardwoods that are at least six inches in diameter; soft woods that are at least 12 inches in diameter, and; evergreens that are at least eight inches in diameter) that are removed, must be replaced based on a formula relative to the total amount of caliper inches of trees cut down. In this case, the applicant has worked with Ms. Finwall who determined that they shall replace 285 caliper inches of trees on the proposed subdivision. There will remain to be 30 caliper inches of trees that cannot be planted.

The applicant would then pay into the city's tree fund a total of \$1,800 (30 caliper inches x \$60 per tree = \$1,800).

Additional Department Comments

Engineering

Refer to the Engineering Plan Review by Jon Jarosch, Staff Engineer dated February 25, 2013.

Building Official

- The applicant would need to obtain building permits for home construction.
- The Historical Preservation Commission will want a photo of the house before it is demolished.

Police Department Comments

Acting Police Chief Dave Kvam had no comments or issues with this proposal.

Citizen Comments

Staff surveyed the surrounding property owners (see Citizen Comments) for their input. Refer to those comments in this report.

Of the nine replies, nobody was in favor of this development. The neighbors have enjoyed this wooded acreage for many years and would prefer it stay undeveloped, or at most remain a single home site. This property, however, is designated for single-family home development and zoned the same. The city cannot deny this proposal since it is properly planned and zoned for such a development.

COMMISSION ACTION

March 5, 2013: The planning commission recommended approval with the staff recommendation.

BUDGET IMPACT

None.

RECOMMENDATION

Approve the Havencrest preliminary plat located at 2292 County Road D East, subject to the following conditions:

1. Comply with the conditions of approval in the engineering report by Jon Jarosch, Maplewood Staff Engineer, dated February 25, 2013.
2. Comply with the conditions of approval in the Environmental Review by Shann Finwall dated February 25, 2013.
3. Before a building permit is issued for proposed Lot 1, the builder of that lot shall remove the shed which appears to belong to the owner of 2280 County Road D. This shed may be relocated to 2280 County Road D, provided it meets all city setback and building size requirements and all building code requirements.

CITIZEN COMMENTS

Staff surveyed the 35 surrounding property owners within 500 feet of this proposed development for their comments. Of the 10 replies, one was in favor, five were opposed and four had miscellaneous comments or concerns.

In Favor

- Single family development is ok. Duplex or more is not acceptable. Enforce one family per dwelling, not multi families per house. (RLH, 3053 Dorland Road)

Opposed

- Well I am very disappointed that the land across the street from me is going to turn into a housing development. I never thought that it was buildable property. I guess there is nothing we can really do about it at this point except find out what type of houses are going to be built. I hope this development will not be a low income housing project as Maplewood does not need another one. I guess I would like to know what type or amount of assessments would we be responsible for, if any, and what the developer would be responsible for when tearing up the street in front of my house. I know that my neighbors are very concerned because of the quietness this neighborhood has always been until this notice was given. Thanks for letting us know of this request. (Terry Mechelke, 2288 Gall Avenue)
- I would like to see that this area stay as it is, a single home dwelling. Having the heavily wooded area there makes this neighborhood a little unique from all the other neighborhoods that are just a bunch of boxes with no mature trees and woods. It's the only natural area left from the original land that, it's my understanding, only had my house and a couple of others as farmland. It would be nice to preserve it. If they could make it with less homes and keep the woods that would be ok too. Thank you for asking. (Kathy Besser, 2324 Gall Avenue)
- We have way too many empty homes in Maplewood. Why would we build more? You are taking away wooded areas for the wildlife and what makes our neighborhood special. Our value of our homes will go down. Why is it whenever there is some land someone has to build on it? (Tod and Karen Brewster, 2300 Gall Avenue)
- Opposed!!! We don't need any more traffic on this short street. (no name or address given)
- Refer to the attached letter of opposition. (no name or address given)

Miscellaneous Comments and Concerns

- After reviewing the information you sent, Ramsey County Parks and Recreation does not have any issues with the proposed nine lot subdivision. I presume this development will meet all required city codes for development. (Scott Yonke, Director of Planning and Development, Ramsey County Parks and Recreation Department)

- What would be done with the low land on lots 8 and 9? Are there sewer and water stubs for all lots? If not, would the street be torn up? Biggest concern would be contractor's cleaning up after jobs are complete, tree removal, grading, etc. (Dean A. Demars, 2280 Gall Avenue)
- What will the house values be? (Rob Voto, 2278 County Road D)
- Refer to the attached letter from Lisa Houck, 2326 County Road D.

REFERENCE INFORMATION

SITE DESCRIPTION

Existing Use: One single dwelling
Site Size: 2.46 acres

SURROUNDING LAND USES

North: County Road D, property owned by Ramsey County Parks and I-694
East: Single dwellings
West: Single dwellings
South: Gall Avenue and single dwellings

PLANNING

Land Use Classification: LDR, (low density residential)
Zoning: R1 – Single Dwelling

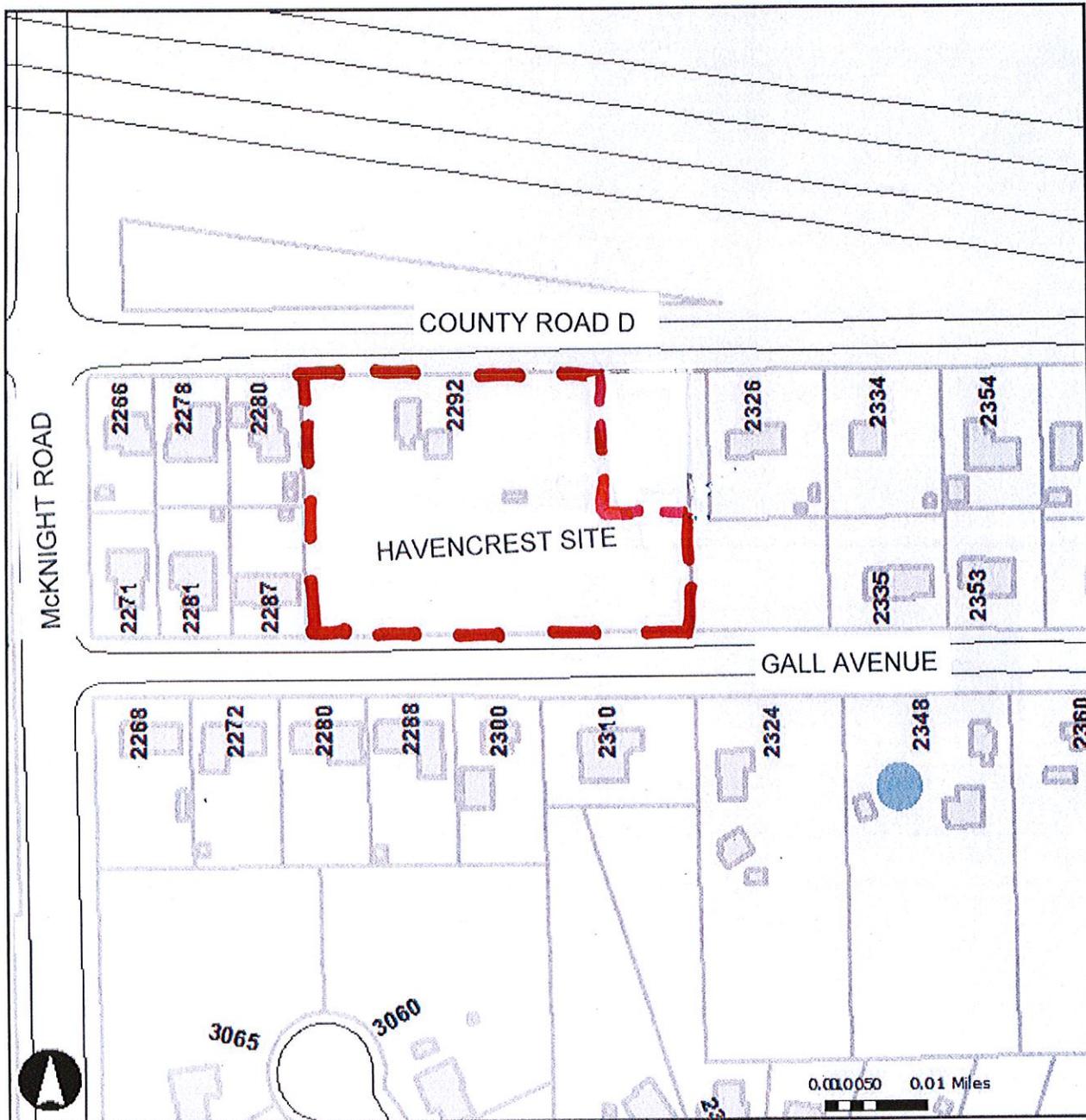
APPLICATION DATE

The city received the complete application for the proposed preliminary plat on January 23, 2013. Minnesota State Statute 15.99, states that the city shall review and decide on proposals within 60 days. The deadline for city action is March 24, 2013.

P:\sec1\Havencrest Single Family Subdivision\Havencrest Preliminary Plat CC Report 3 13 te
Attachments:

1. Location Map
2. Land Use Plan Map
3. Zoning Map
4. Preliminary Plat
5. Engineering Report from Jon Jarosch dated February 25, 2013
6. Environmental Planner's Report from Shann Finwall and Virginia Gaynor dated February 25, 2013
7. Letter of Opposition (anonymous)
8. Email Transmittal from Lisa Houck dated February 4, 2013
9. Plans date-stamped February 22, 2013 (separate attachment)

LOCATION MAP



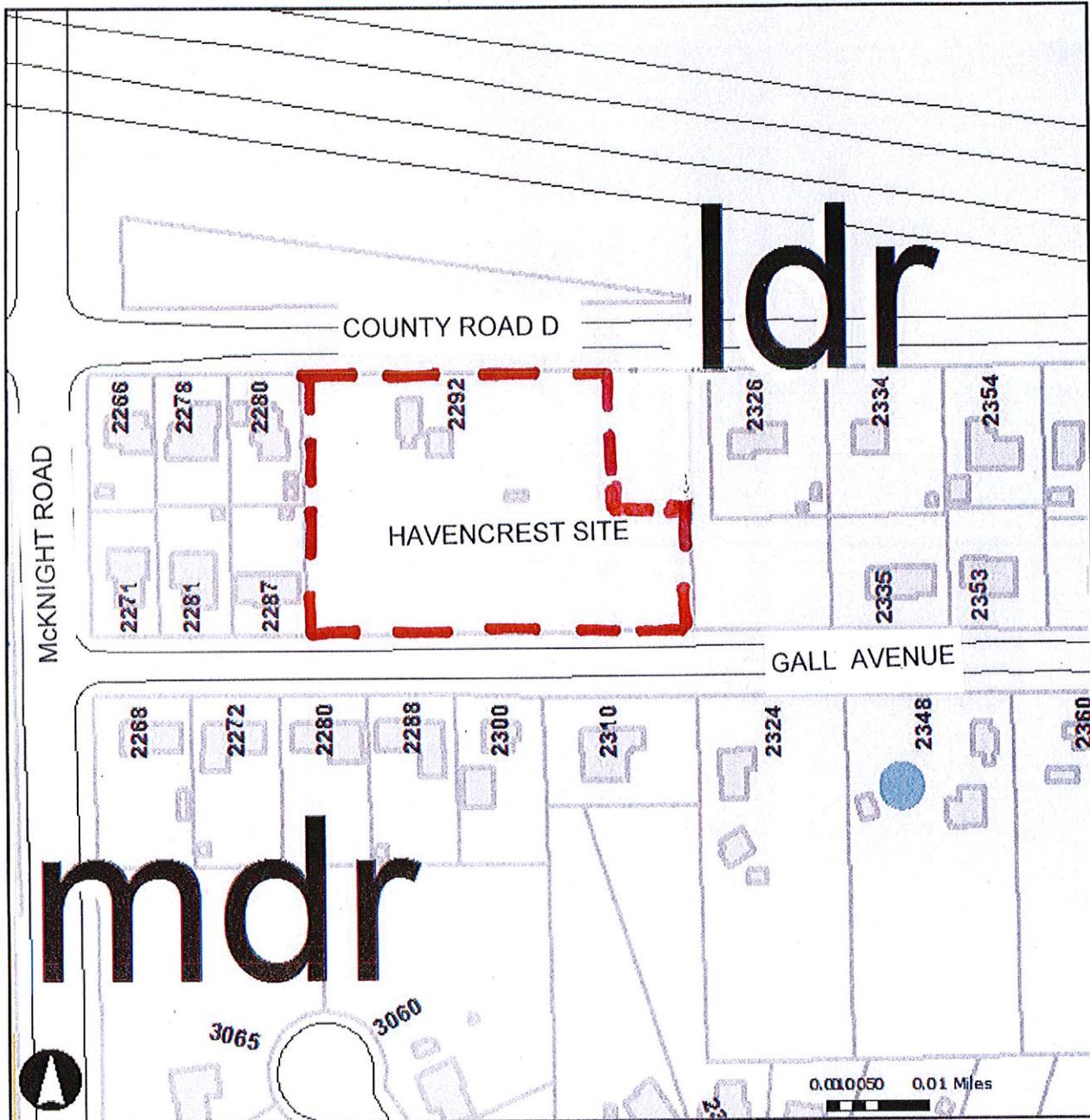
Copyright

MaplewoodBaseMap

Chad Bergo

Land Use Classifications: This data set is available to everyone. Fees and policy are published in the Ramsey County Fee Schedule. Charges are variable and are subject to change. See the Ramsey County Fee Schedule for specific information on fees and policy.

LAND USE PLAN MAP



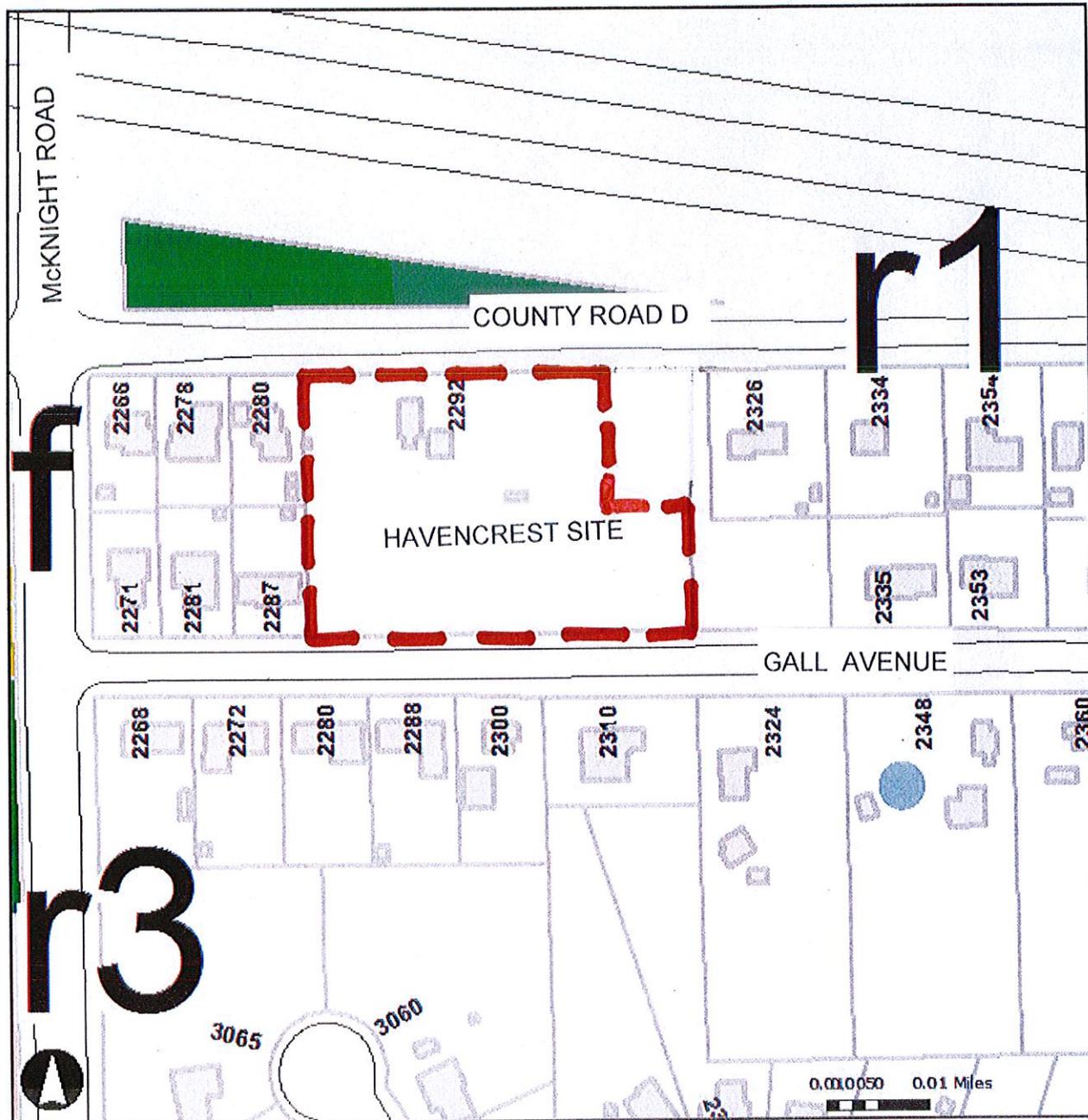
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MaplewoodBaseMap

Chad Bergo

Land Use Classifications: This data set is available to everyone. Fees and policy are published in the Ramsey County Fee Schedule. Charges are variable and are subject to change. See the Ramsey County Fee Schedule for specific information on fees and policy.

ZONING MAP



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Chad Bergo

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Engineering Plan Review

PROJECT: Havencrest Development
PROJECT NO: 12-17
COMMENTS BY: Jon Jarosch, P.E. – Staff Engineer
DATE: 2-25-2013
PLAN SET: Revised Plans Dated 2-11-2013

The applicant is proposing to remove the existing single family home at 2292 County Road D and plat the property into nine single dwelling home sites.

Utility service for the proposed lots is readily available. Nine sanitary sewer services are currently stubbed into the property, along with six water services. A watermain along the south side of Gall Avenue is available to provide water service to the remaining three lots.

Drainage for the development is proposed to be accommodated by utilizing existing storm sewer in the area, along with the addition of a backyard drainage system.

The following are engineering review comments on the design, and act as conditions prior to issuing permits:

Drainage and Stormwater Management

- 1) Per Maplewood engineering standards, building lowest floor elevations (LFE) shall be at least two feet above the 100-year high water level and at least one foot above the emergency overflow elevation for the backyard low area. The developer is working with the City to meet the intent of this standard.
- 2) Hydraulic calculations shall be provided detailing the high water level (HWL) for the backyard low area. Likewise, pipe sizing calculations shall be provided for all proposed storm sewer.
- 3) Drainage patterns to and from adjacent properties shall be maintained. Additional drainage shall not be conveyed to adjacent properties.
- 4) An existing storm sewer pipe along the north side of Gall Avenue is not currently shown on the plans. This pipe extends along the entire frontage of lots 5 & 6. This pipe shall be shown on the plans.
- 5) Existing storm sewer infrastructure shall be protected throughout construction.
- 6) Provide details on the proposed manhole and its construction over the existing storm sewer.

Grading and Erosion Control

- 7) It appears, from the contours, that runoff will flow towards the proposed building at the north end of Lot 1. The grading shall be adjusted to maintain adequate drainage away from the building. The contour interval may simply need to be adjusted to provide more detail in this area.
- 8) Critical drainage areas (swales, emergency overflows, etc.) shall be clearly identified on the plans such that individual home builders can easily identify areas where drainage needs to be maintained.
- 9) Inlet protection devices shall be installed on the existing storm sewer along Gall Avenue and County Road D prior to construction. These inlet protection devices shall be noted on the plans.
- 10) County Road D and Gall Avenue shall be swept as needed to keep the road clear of sediment and construction debris.
- 11) More detail shall be provided for the emergency overflow swale. In particular, more detailed grading shall be shown depicting how drainage will be kept off adjacent properties.
- 12) Building elevation information shall be shown for the existing building on Lot 6 of Robert Tilsen's Maplewood Heights No. 13. This information is necessary to ensure that drainage from the Havencrest development will not impact the existing buildings on this property.
- 13) All disturbed areas shall be stabilized as soon as possible after grading operations cease; but in no case longer than 14 days from completion of grading.

Sanitary Sewer and Water Service

- 14) Provide details for the connection to existing sanitary sewer services.
- 15) The proposed water services are subject to the review and conditions of the City of North Saint Paul (NSP). The applicant shall submit plans and specifications to NSP for review and meet all requirements they may have prior to the issuance of a grading permit by the City.

Other

- 16) The developer shall submit a copy of the MPCA's construction stormwater permit (SWPPP) to the city before the city will issue a grading permit for this project.

- 17) All disturbed right-of-way areas shall be restored per the City of Maplewood's right-of-way ordinance.
- 18) The Owner shall satisfy all requirements of all permitting and reviewing agencies including the MPCA, NSP, and the Ramsey Washington Metro Watershed District (RWMWD).

Environmental Review

Project: Havencrest Subdivision

Date of Original Plans: February 11, 2013

Date of Review: February 25, 2013

Reviewers: Shann Finwall, Environmental Planner
(651) 249-2304; shann.finwall@ci.maplewood.mn.us

Background: The Havencrest proposal subdivides a 102,967 square foot lot into nine new single family lots. The property is located between County Road D and Gall Avenue, east of Standridge Place in Maplewood. The lot is heavily wooded and must comply with the City's tree removal and replacement guidelines.

Ordinance Requirements:

Tree Preservation Ordinance: Maplewood's tree preservation ordinance describes a significant tree as a hardwood tree with a minimum of 6 inches in diameter, an evergreen tree with a minimum of 8 inches in diameter, and a softwood tree with a minimum of 12 inches in diameter.

The ordinance requires any significant tree removed to be replaced based on a tree mitigation calculation. The calculation takes into account the total caliper inches of trees located on the site and the caliper inches removed.

Tree Removal and Required Replacement: The Havencrest tree plan indicates that there are significant trees on the lot equaling 475 caliper inches. Of the significant trees, the applicant proposes to remove 367 caliper inches with the development. The City's tree replacement calculation requires that the developer replace 315 caliper inches.

The applicant is proposing to plant a total of 285 caliper inches of replacement trees/shrubs. In order to meet the City's tree preservation ordinance the applicant must plant an additional 30 caliper inches (or approximately 12 – 2.5 caliper inch trees), or pay into the City's tree fund in the amount of \$1,800 (30 x \$60 per caliper inch).

Landscape Plan: The landscape plan shows 73 trees and 120 woody shrubs. Each outside lot will have approximately 12 new trees and several shrubs and the interior lots will have approximately 7 new trees and several shrubs. There doesn't appear to be room for additional trees and shrubs plantings on each lot.

Recommendations:

1. Prior to issuance of a grading permit the developer shall:
 - a. Submit a cash payment in the amount of \$1,800 to the City's tree fund. The payment is required to cover the 30 caliper inches of significant trees which cannot be replaced on the site (30 x \$60 per caliper inch).

- b. Submit a tree protection plan to be approved by staff which shows safety fencing placed around significant trees not scheduled for removal.
 - c. Submit a tree escrow to cover the required replacement trees.
- 2. Prior to issuance of a building permit for each lot the builder shall:
 - a. Submit a tree escrow for each lot. Once the builder's escrow is received by the City, the City will release that same amount from the original escrow to the original developer.
- 3. Prior to issuance of a certificate of occupancy for each lot the builder shall:
 - a. Plant all required replacement trees and shrubs. The replacement trees and shrubs must have a one-year warranty. Once the trees have been planted, the City will release the builder's tree escrow for each lot.
 - b. If a certificate of occupancy is requested in the winter or during a non-growing season, the city shall retain the escrow until all required trees and shrubs are planted. If after three years, all required trees and shrubs are not planted as required on any lot, the city shall transfer the required escrow into the city's tree fund.

P:Sec1-29\Havencrest Single Family Subdivision\Environmental Review

We are opposed to the Havencrest project for the following reasons:

1. The existing residents would likely have to bear the cost of the utility installations from which we won't benefit.
2. We certainly would have to bear with torn up streets for a summer while that work goes on.
3. Plot 9 is currently a Watershed with drainage and should not be tampered with.
4. This area supports a significant amount of wildlife for the neighborhood. This includes a lot of woodpeckers who like the dead trees and is a habitat for many other species of birds and some non-avian species.
5. 9 lots would be too dense for the area available. 6 lots leaving plots 1 & 9 alone would be more acceptable in this regard.
6. The real estate market is pretty weak now with no improvement seen for the foreseeable future. The addition of more properties would dilute existing home values , and we've already had to suffer major losses in property values.

On the positive side:

1. It would finally get rid of the great amounts of Silver Buckthorn on that property.

On the whole, this project isn't a good plan for our neighborhood.

Thanks for asking for our input.

Since you didn't provide a space for name and address, I presume this is supposed to be anonymous, so I'll leave this as is.

Tom Ekstrand

From: Houck, Lisa [lhouck@healtheast.org]
Sent: Monday, February 04, 2013 12:54 PM
To: Tom Ekstrand
Cc: jlhouck1@msn.com
Subject: FW: HAVENCREST

Hi Mr. Ekstrand. As per our conversation on Friday, we had discussed some of our concerns with the new housing project going in next to our home.

My first question would be to ask if there is any way we'd have to pay for any special assessments since the property borders ours? After the road assessment, we would not be able to afford any more...

I'd would like to say that I am pleased that there will be no re-zoning of the area allowing apartments or duplex housing. We feel that the area needs to remain single family homes – preferably not low income housing – we can't afford our house to lose any more value....

With that, we do have some concerns regarding the construction of 9 homes in that space.

Our first and main concern is the lay of the land and what will happen if it gets moved or leveled in order to build. We are a low spot in the area and to this point have never had an issue with moisture/water in our basement, and we hope that moving the land will not change our land.

Second, that area is a haven for wildlife. We've had turkeys, fox, coyotes and deer in and around those woods. They will be missed.

Also missed will be the quiet that comes with a stand of trees between our lot and McKnight. The freeway is bad enough and I believe that woods is a good buffer for noise.

I'm also concerned that if any new neighbors have cats that they allow to roam the area, they will kill birds. Also not crazy about chickens. Let's hope there is no request for chickens.....

And lastly, since we did purchase the so called 10th lot and it's currently just a field, we won't tolerate any neighbors using that space. ☺ Hopefully we won't have to deal with that.

Thanks for your time and listening to my concerns.

Lisa Houck

The information included in this e-mail message, including any attachments, is intended only for the person or organization to which it is addressed. This e-mail message may contain information that is privileged or confidential. If you receive this e-mail message and are not the intended recipient or responsible for delivering the message to the intended recipient, you may not use, disseminate, distribute or copy the information included in this e-mail and any attachments. If you received this e-mail message by mistake, please

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
SUBJECT: **Approval of 2013-2014 Collective Bargaining Agreements:**

- a) **Minnesota AFSCME Council No. 5 – Local 2725 – Clerical/Technical & Maintenance Units**
- b) **International Association of Firefighters – Firefighters Local 4470 – Fire Officers**
- c) **International Association of Firefighters – Firefighters Local 4470 – Firefighters**
- d) **Law Enforcement Labor Services, Inc. (Local 173) – Police Sergeants**
- e) **Maplewood Confidential & Supervisory Association**
- f) **Maplewood Supervisory Association**

DATE: **March 5, 2013**

INTRODUCTION/BACKGROUND

On February 27, 2012, the City Council began to discuss strategy for bargaining with the seven bargaining groups regarding contracts for 2013. Based upon input from that meeting, the 2013 budget was prepared for a 2.0% employee service increase, including Cost of Living Adjustment [COLA] and benefits for all employees. Closed sessions with the Council were held on September 24, 2012, November 26, 2012 and January 28, 2013 to review proposals and establish the plan for 2013-2014 Employee Contracts. All employee contracts expired at the end of 2012, we are now ready for the Council to vote on six of the seven employee contracts for 2013 and 2014. The six groups ready for approval are AFSCME, Police Sergeants, Fire Fighters, Fire Fighter Officers, Metro Supervisory Association, and Maplewood Confidential and Supervisory Association. The Police Officers are not ready at this time for approval, as they are debating issues regarding pay for paramedic service.

The six bargaining groups have signed agreement based upon the following parameters:

1. **Health Care:** The biggest issue in these negotiations has been establishing a control on cost increases for health care. All employees are now on High Deductible Health Plans, whereby the employee pays the first \$2,500 in expenses. The City provides a contribution of up to \$1,900 for this expense to the employee. The contracts provide that the employee is rewarded for wellness and reduced health expenses, which helps the City by reducing claims, which is the basis for our rates. With the 2013 health care cost increase being relatively low [4.0%], it is clear that our wellness programs and efforts to control health expenses are working well with our employees to the benefit of the employee and the City. We budget employee health care costs through the Employee Benefit Fund. The specific numbers on the contract savings is that we budgeted \$220,000 for employee benefits in 2013 and these contracts will cost approximately \$95,000. The \$125,000 will be available to offset any increases in 2014. The Council requested that we consider additional concessions from employees. That has been included in the contracts by adding requirements that will reduce City expense and add to the employee expense by \$1,500 per year per employee for newly hired employees. In addition, the 2014 City health care contribution is now tied to employee wellness participation in the Medica CorePlus program or a low cost increase in 2014. If employee goals are not met in these programs, or health care costs increase by more than 4%, then employee contributions increase by up to \$1,500 per employee on the highest cost plan. Finally, we have proposed to charge employees who do not participate in the Wellness Program a fee of \$20 per month.

LABOR CONTRACTS
PAGE TWO

2. **COST-OF-LIVING:** Despite requests from the groups for COLA increases ranging between 2.0% and 6.0 % per year, we have negotiated agreement for a 1% COLA on January 1, 2013; an additional 1.0% COLA on July 1, 2013; and a 2.0% COLA on January 1, 2014, as part of a two-year contract. This is a compromise from the Council's direction from 2012. There are some minor adjustments in the pay for fire fighters and police sergeants to consider market factors that are in the range of \$300 per year per employee, although some groups have shifted deferred compensation allocations to salary. In addition, some groups have minor [up to \$300 per year] adjustments to their deferred compensation plans that require employee matching. All those costs are within budget. The 1%-1%-2% plan compared to a standard 2%-2% saves the City approximately \$65,000 from the 2013 approved budget.

NOTE: copies of the six contracts are included as attachments to this report. As noted previously, we are still working with the Police Officers on an issue regarding compensation for officers who receive premium pay as paramedics, in addition to their officer pay.

BUDGET SAVINGS:

As noted above, if approved, the Employee Benefits Fund will see a reduction in expenses from the budget of approximately \$125,000 in 2013 for this contract. Those funds will be dedicated to pay for increases in 2014, which are covered by these contracts. Additionally, these contracts provide for a 1%-1%-2.0% COLA for 2013/2014, while the current budget has been set for more than this amount by \$65,000. Thus, no additional funds will be needed for employee expenses in 2013. This will also help control a need for a substantial levy increase in 2014.

DISCUSSION

The proposed contracts are a compromise position from the Council direction. We are making major progress in controlling health care costs with the bargaining groups in adding a new category for City costs to health care for newly hired employees. The 1% + 1% [in July] is generally at or slightly below the market that other Cities are settling with bargaining groups. We have also added a charge to employees for health care that can only be recovered by the employee if they participate in the Wellness Program that is helping keep our future health care increases low. We have a major concession on health care for newly hired employees, as well as controls on future costs increases that places more responsibility on employees to be proactive in helping the City reduce costs, and also shifts a greater proportion of future health care costs increases onto the employees, rather than the City.

Recommended Action

It is recommended that the City Council adopt a motion to approve the 2013 and 2014 contracts with six bargaining groups, Minnesota AFSCME Council No. 5 – Local 2725 – Clerical/Technical & Maintenance Units; International Association of Firefighters – Firefighters Local 4470 – Fire Officers; International Association of Firefighters – Firefighters Local 4470 – Firefighters; Law Enforcement Labor Services, Inc. (Local 173) – Police Sergeants; Maplewood Confidential & Supervisory Association; and Maplewood Supervisory Association, and authorize the Mayor and City Manager to execute said contracts on behalf of the City.

Attachments:

1. *Minnesota AFSCME Council No. 5 – Local 2725 – Clerical/Technical & Maintenance Units*
2. *International Association of Firefighters – Firefighters Local 4470 – Fire Officers*
3. *International Association of Firefighters – Firefighters Local 4470 – Firefighters*
4. *Law Enforcement Labor Services, Inc. (Local 173) – Police Sergeants*
5. *Maplewood Confidential & Supervisory Association*
6. *Maplewood Supervisory Association*

2013-2014

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
Administrative Office Coordinator
Building Custodian
Building Inspector
Building Inspector Apprentice
Building Maintenance Worker
Business Licensing Specialist
Civil Engineer I
Civil Engineer II
Code Enforcement Officer
Community Gym Representative
Community Service Officer (CSO)
Crew Chief – Mechanic
Crew Chief – Sanitary Sewer
Crew Chief – Storm Sewer
Crew Chief – Street Maintenance
Customer Service Associate
Customer Service Representative
Engineering Technician
Environmental Health Official
Environmental Planner
Facility Technician
Heavy Equipment Mechanic
Lead Building Custodian

Lead Licensing Specialist
Licensing Specialist
Lifeguard
Maintenance Worker
Marketing/Public Relations Specialist
Naturalist
Office Specialist
Operations Analyst – Public Works
Planner
Police Records Specialist
Senior Engineering Technician
Technical Assistant - Police
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. Public Works 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.

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.
- 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 Vacation Pay - Employees shall receive their vacation pay no later than the last workday prior to the start of their vacation period. This provision (17.3) does not apply to employees who have direct deposit of their paychecks.
- 17.4 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)
- 17.5 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):

<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 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 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 Leave - A maximum of three (3) days of funeral 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: SEVERANCE PAY

- 21.1 Except as provided below, employees who 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 fifty (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 said employee shall be eligible to receive the employee's severance pay as provided above. An employee discharged for cause will receive no severance pay.

21.2 Employees hired after May 19, 1978 shall receive no severance pay.

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

- 23.1 For all full-time employees hired prior to December 31, 2012, 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.
 - f. The Medica Program provides for an Employee Wellness Program called CorePlus. Employee participation in CorePlus provides a mutual benefit for Employer and Employee in rate cap reduction. A goal of 75% participation in CorePlus is established for 2013.
- 23.2 For all employees hired 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.

2014 Health Care Costs/Contributions

23.3 The City shall match the health insurance rate contribution formulas and HRA contributions defined within this contract for 2013 if 60% of those employees determined to be "active employees" (non COBRA) plus one additional person achieve participation in the Core Plus/ Scorecard program as determined by Medica through November 30, 2013 or substantial progress toward such participation is made by the employees as determined by the City¹; or, if health care cost increases for the City for any Health Care plan selected by the Labor-Management Health Care Committee, including renewal of Medica Elect/Essential and Medica Choice, do not exceed 4.0%.

23.4 If CorePlus Participation in 2013 fails to meet the 60% plus one person goal for participation and health care cost increases are more than 4.0% and the City determined that employees did not make substantial progress then the following shall apply for 2014 Employee Health Insurance Costs.

- 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

¹ In no event shall the City's determination of what constitutes substantial progress be more restrictive than Medica's, rather it is anticipated that this will allow the City to be more liberal in making such determination. Additionally, the City will make its determination based on the raw data available to it through Medica, there will be no requirement of any employee to share any protected health information with the City as the City will continue to adhere to HIPPA regulations regarding the protection of personal health information. In making its determination of whether substantial progress has been made, the City will only consider information from the three main categories that are applicable to everyone; specifically the City shall review improvement in the categories of biometric screenings, personal health profiles and 8 health topics and goals.

HDHP”) for lowest cost 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. All employees shall only be offered the HDHP. 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.
 - ii. \$1,750 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage.
 - iii. \$3,000 annually into a HRA for those employees who elect family coverage.
- c. 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. 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.
- b. For all employees hired after January 1, 2013, the following shall apply
- i. 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 lowest cost 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:
 1. \$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. \$1,500 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 \$1600.00.
 - ii. \$2,200 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 \$2300.00.

2. 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.

The EMPLOYER shall pay one hundred percent (100%) of the cost of the employee (single) dental insurance premium. Dental benefits apply to full-time employees only.

- 23.5 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.
- 23.6 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.
- a. 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.qsa.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 Parks Maintenance Foreman or Chief Building Engineer 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 \$450 effective 1-1-13 and \$475 effective 1-1-14 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:

Effective 1-1-13, increase wages by 1%, effective July 1, 2013 increase wages by 1%. Effective 1-1-14, increase wages by 2% If the City agrees to any better COLA increases for any other bargaining groups in 2013-2014, 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, 2013, and shall remain in full force and effect until the thirty-first (31st) day of December 2014.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the _____ day of _____, 2012.

FOR THE CITY:

FOR THE UNION:

Mayor

City Manager

Human Resource Department

APPENDIX A

A.F.S.C.M.E. 2013 (Jan - Jun) Salary Ranges (1%)

Step	1	2	3	4	5	6	7	8		
Accountant	27.98	29.38	30.85	32.39	33.36	34.37	35.05	35.75		
Accounting Technician	20.53	21.55	22.63	23.76	24.47	25.21	25.70	26.23		
Administrative Assistant	19.85	20.85	21.88	23.00	23.67	24.39	24.87	25.36	25.84	26.32
Administrative Office Coordinator	21.84	22.93	24.08	25.28	26.04	26.83	27.36	27.90		
Building Custodian	16.24	17.07	17.92	18.81	19.36	19.96	20.34	20.76		
Building Inspector	26.88	28.23	29.63	31.12	32.05	33.01	33.67	34.34		
Building Inspector Apprentice	21.50	22.57	23.70	24.89	25.63	26.40	26.94	27.47		
Building Maintenance Worker	17.87	18.77	19.68	20.67	21.30	21.95	22.38	22.82		
Civil Engineer I	28.47	29.89	31.41	32.96	33.96	34.97	35.67	36.39		
Civil Engineer II	31.33	32.90	34.54	36.28	37.37	38.48	39.24	40.03		
Clerk	13.15	13.80	14.48	15.21	15.68	16.14	16.46	16.80		
Code Enforcement Officer	27.13	28.48	29.91	31.41	32.34	33.32	33.98	34.66		
Community Gym Rep	13.16	13.82	14.49	15.22	15.69	16.15	16.47	16.81		
CSO	18.13	19.04	19.98	20.98	21.61	22.27	22.69	23.16		
Customer Service Associate	9.31	9.79	10.27	10.79	11.11	11.44	11.66	11.91		
Customer Service Representative	13.16	13.82	14.49	15.22	15.69	16.15	16.47	16.81		
Customer Service Rep, Senior	14.47	15.19	15.95	16.74	17.26	17.76	18.13	18.49		
Engineering Technician	21.44	22.52	23.65	24.84	25.58	26.35	26.88	27.40		
Engineering Technician, Sr	26.58	27.90	29.31	30.77	31.68	32.64	33.30	33.96		
Environmental Health Official	27.13	28.48	29.91	31.41	32.34	33.32	33.98	34.66		
Environmental Planner	31.47	33.05	34.70	36.44	37.53	38.65	39.44	40.24		
Facility Technician	18.65	19.58	20.56	21.59	22.25	22.90	23.37	23.84		
Heavy Equipment Mechanic	21.28	22.34	23.45	24.63	25.37	26.14	26.65	27.20		
Lead Custodian	18.65	19.58	20.56	21.59	22.25	22.90	23.37	23.84		
Lead Licensing Specialist	22.82	23.96	25.17	26.41	27.23	28.04	28.59	29.17		
Lifeguard	10.57	11.12	11.66	12.25	12.61	13.00	13.25	13.51		
Maintenance Worker	20.75	21.79	22.88	24.03	24.75	25.49	25.99	26.51	26.97	27.47
Maintenance Trainee	18.86	19.76								
Marketing/Public Relations Spec.	24.44	25.65	26.95	28.31	29.14	30.02	30.61	31.23		
Mechanic Crew Chief	23.40	24.56	25.80	27.10	27.90	28.73	29.32	29.89		
Naturalist	22.41	23.52	24.71	25.93	26.71	27.52	28.08	28.63		
Office Specialist	18.32	19.23	20.20	21.21	21.83	22.49	22.96	23.41	23.85	24.29
Open Space Naturalist	22.63	23.76	24.94	26.21	26.98	27.79	28.35	28.91		
Park Maintenance Crew Chief	22.82	23.98	25.17	26.41	27.23	28.03	28.59	29.17		
Planner	27.37	28.74	30.19	31.68	32.64	33.62	34.30	34.99		
Public Works Operations Analyst	26.57	27.90	29.31	30.75	31.68	32.63	33.29	33.95		
Receptionist	17.42	18.29	19.21	20.18	20.77	21.40	21.82	22.27		
Sanitary Sewer Crew Chief	22.82	23.98	25.17	26.41	27.23	28.03	28.59	29.17		
Storm Sewer Crew Chief	22.82	23.98	25.17	26.41	27.23	28.03	28.59	29.17		
Street Maintenance Crew Chief	22.82	23.98	25.17	26.41	27.23	28.03	28.59	29.17		
Technical Assistant--Police	28.49	29.92	31.42	32.98	33.97	35.00	35.69	36.41		
VEM Technician	18.07	18.97	19.92	20.92	21.52	22.18	22.62	23.08		

A.F.S.C.M.E. 2013 (Jul - Dec) Salary Ranges (1%)

	Step	1	2	3	4	5	6	7	8		
Accountant		28.26	29.67	31.16	32.71	33.69	34.71	35.40	36.11		
Accounting Technician		20.74	21.77	22.86	24.00	24.71	25.46	25.96	26.49		
Administrative Assistant		20.05	21.06	22.10	23.23	23.91	24.63	25.12	25.61	26.10	26.58
Adminstrative Office Coordinator		22.06	23.16	24.32	25.53	26.30	27.10	27.63	28.18		
Building Custodian		16.40	17.24	18.10	19.00	19.55	20.16	20.54	20.97		
Building Inspector		27.15	28.51	29.93	31.43	32.37	33.34	34.01	34.68		
Building Inspector Apprentice		21.72	22.80	23.94	25.14	25.89	26.66	27.21	27.74		
Building Maintenance Worker		18.05	18.96	19.88	20.88	21.51	22.17	22.60	23.05		
Civil Engineer I		28.75	30.19	31.72	33.29	34.30	35.32	36.03	36.75		
Civil Engineer II		31.64	33.23	34.89	36.64	37.74	38.86	39.63	40.43		
Clerk		13.28	13.94	14.62	15.36	15.84	16.30	16.62	16.97		
Code Enforcement Officer		27.40	28.76	30.21	31.72	32.66	33.65	34.32	35.01		
Community Gym Rep		13.29	13.96	14.63	15.37	15.85	16.31	16.63	16.98		
CSO		18.31	19.23	20.18	21.19	21.83	22.49	22.92	23.39		
Customer Service Associate		9.40	9.89	10.37	10.90	11.22	11.55	11.78	12.03		
Customer Service Representative		13.29	13.96	14.63	15.37	15.85	16.31	16.63	16.98		
Customer Service Rep, Senior		14.61	15.34	16.11	16.91	17.43	17.94	18.31	18.67		
Engineering Technician		21.65	22.75	23.89	25.09	25.84	26.61	27.15	27.67		
Engineering Technician, Sr		26.85	28.18	29.60	31.08	32.00	32.97	33.63	34.30		
Environmental Health Official		27.40	28.76	30.21	31.72	32.66	33.65	34.32	35.01		
Environmental Planner		31.78	33.38	35.05	36.80	37.91	39.04	39.83	40.64		
Facility Technician		18.84	19.78	20.77	21.81	22.47	23.13	23.60	24.08		
Heavy Equipment Mechanic		21.49	22.56	23.68	24.88	25.62	26.40	26.92	27.47		
Lead Custodian		18.84	19.78	20.77	21.81	22.47	23.13	23.60	24.08		
Lead Licensing Specialist		23.05	24.20	25.42	26.67	27.50	28.32	28.88	29.46		
Lifeguard		10.68	11.23	11.78	12.37	12.74	13.13	13.38	13.65		
Maintenance Worker		20.96	22.01	23.11	24.27	25.00	25.74	26.25	26.78	27.24	27.74
Maintenance Trainee		19.05	19.96								
Marketing/Public Relations Spec.		24.68	25.91	27.22	28.59	29.43	30.32	30.92	31.54		
Mechanic Crew Chief		23.63	24.81	26.06	27.37	28.18	29.02	29.61	30.19		
Naturalist		22.63	23.76	24.96	26.19	26.98	27.80	28.36	28.92		
Office Specialist		18.50	19.42	20.40	21.42	22.05	22.71	23.19	23.64	24.09	24.53
Open Space Naturalist		22.86	24.00	25.19	26.47	27.25	28.07	28.63	29.20		
Park Maintenance Crew Chief		23.05	24.22	25.42	26.67	27.50	28.31	28.88	29.46		
Planner		27.64	29.03	30.49	32.00	32.97	33.96	34.64	35.34		
Public Works Operations Analyst		26.84	28.18	29.60	31.06	32.00	32.96	33.62	34.29		
Receptionist		17.59	18.47	19.40	20.38	20.98	21.61	22.04	22.49		
Sanitary Sewer Crew Chief		23.05	24.22	25.42	26.67	27.50	28.31	28.88	29.46		
Storm Sewer Crew Chief		23.05	24.22	25.42	26.67	27.50	28.31	28.88	29.46		
Street Maintenance Crew Chief		23.05	24.22	25.42	26.67	27.50	28.31	28.88	29.46		
Technical Assistant--Police		28.77	30.22	31.73	33.31	34.31	35.35	36.05	36.77		
VEM Technician		18.25	19.16	20.12	21.13	21.74	22.40	22.85	23.31		

APPENDIX B

A.F.S.C.M.E. 2014 Salary Ranges (with 2% increase)

	Step	1	2	3	4	5	6	7	8		
Accountant		28.83	30.26	31.78	33.36	34.36	35.40	36.11	36.83		
Accounting Technician		21.15	22.21	23.32	24.48	25.20	25.97	26.48	27.02		
Administrative Assistant		20.45	21.48	22.54	23.69	24.39	25.12	25.62	26.12	26.62	27.11
Administrative Office Coordinator		22.50	23.62	24.81	26.04	26.83	27.64	28.18	28.74		
Building Custodian		16.73	17.58	18.46	19.38	19.94	20.56	20.95	21.39		
Building Inspector		27.69	29.08	30.53	32.06	33.02	34.01	34.69	35.37		
Building Inspector Apprentice		22.15	23.26	24.42	25.64	26.41	27.19	27.75	28.29		
Building Maintenance Worker		18.41	19.34	20.28	21.30	21.94	22.61	23.05	23.51		
Civil Engineer I		29.33	30.79	32.35	33.96	34.99	36.03	36.75	37.49		
Civil Engineer II		32.27	33.89	35.59	37.37	38.49	39.64	40.42	41.24		
Clerk		13.55	14.22	14.91	15.67	16.16	16.63	16.95	17.31		
Code Enforcement Officer		27.95	29.34	30.81	32.35	33.31	34.32	35.01	35.71		
Community Gym Rep		13.56	14.24	14.92	15.68	16.17	16.64	16.96	17.32		
CSO		18.68	19.61	20.58	21.61	22.27	22.94	23.38	23.86		
Customer Service Associate		9.59	10.09	10.58	11.12	11.44	11.78	12.02	12.27		
Customer Service Representative		13.56	14.24	14.92	15.68	16.17	16.64	16.96	17.32		
Customer Service Rep, Senior		14.90	15.65	16.43	17.25	17.78	18.30	18.68	19.04		
Engineering Technician		22.08	23.21	24.37	25.59	26.36	27.14	27.69	28.22		
Engineering Technician, Sr		27.39	28.74	30.19	31.70	32.64	33.63	34.30	34.99		
Environmental Health Official		27.95	29.34	30.81	32.35	33.31	34.32	35.01	35.71		
Environmental Planner		32.42	34.05	35.75	37.54	38.67	39.82	40.63	41.45		
Facility Technician		19.22	20.18	21.19	22.25	22.92	23.59	24.07	24.56		
Heavy Equipment Mechanic		21.92	23.01	24.15	25.38	26.13	26.93	27.46	28.02		
Lead Custodian		19.22	20.18	21.19	22.25	22.92	23.59	24.07	24.56		
Lead Licensing Specialist		23.51	24.68	25.93	27.20	28.05	28.89	29.46	30.05		
Lifeguard		10.89	11.45	12.02	12.62	12.99	13.39	13.65	13.92		
Maintenance Worker		21.38	22.45	23.57	24.76	25.50	26.25	26.78	27.32	27.78	28.29
Maintenance Trainee		19.43	20.36								
Marketing/Public Relations Spec.		25.17	26.43	27.76	29.16	30.02	30.93	31.54	32.17		
Mechanic Crew Chief		24.10	25.31	26.58	27.92	28.74	29.60	30.20	30.79		
Naturalist		23.08	24.24	25.46	26.71	27.52	28.36	28.93	29.50		
Office Specialist		18.87	19.81	20.81	21.85	22.49	23.16	23.65	24.11	24.57	25.02
Open Space Naturalist		23.32	24.48	25.69	27.00	27.80	28.63	29.20	29.78		
Park Maintenance Crew Chief		23.51	24.70	25.93	27.20	28.05	28.88	29.46	30.05		
Planner		28.19	29.61	31.10	32.64	33.63	34.64	35.33	36.05		
Public Works Operations Analyst		27.38	28.74	30.19	31.68	32.64	33.62	34.29	34.98		
Receptionist		17.94	18.84	19.79	20.79	21.40	22.04	22.48	22.94		
Sanitary Sewer Crew Chief		23.51	24.70	25.93	27.20	28.05	28.88	29.46	30.05		
Storm Sewer Crew Chief		23.51	24.70	25.93	27.20	28.05	28.88	29.46	30.05		
Street Maintenance Crew Chief		23.51	24.70	25.93	27.20	28.05	28.88	29.46	30.05		
Technical Assistant--Police		29.35	30.82	32.36	33.98	35.00	36.06	36.77	37.51		
VEM Technician		18.62	19.54	20.52	21.55	22.17	22.85	23.31	23.78		

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	Pick-Up Sweeper
Oil Distributor	Roller (6 ton or over)
Traxcavator	Bulldozer
Backhoe/Loader	Snow Wings when in use
Vac-All when used as sweeper	
Aquatech when used as a combination machine	
Front-End Loader (if operated by an employee over one (1) continuous hour in a given day)	

Differential pay for leadperson shall be \$1.08 per hour. (See Article 31)

Differential pay for Lifeguard as Water Safety Instructor or Head Lifeguard shall be \$1.00 per hour.

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 -

Years of Service

Annual Accrual Rates

1 - 4 Years

19 days

29

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 more than two (2) consecutive days.

If an employee knows they will be out for more than two (2) 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

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS - FIRE FIGHTERS
LOCAL 4470 – O**

Fire Officers

January 1, 2013 through December 31, 2014

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ARTICLE I PURPOSE AND INTENT

This Agreement entered into as of January 1, 2011 between the City of Maplewood, Minnesota, Municipal Corporation, hereinafter called "EMPLOYER" and /or "City", and the International Association of Firefighters, Fire Officers, Local 4470-O hereinafter called the "ASSOCIATION" and/or "Union" and/or "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 II RECOGNITION

- 2.1 The EMPLOYER recognizes the ASSOCIATION as the Exclusive Representative, for the following classifications:
 - Fire Captain – EMT
 - Fire Captain – Paramedic
- 2.2 In the event the EMPLOYER and the ASSOCIATION 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 III DEFINITIONS

- 3.1 **Association:** International Association of Fire Fighters, Local 4470-O.
- 3.2 **Association Member:** A Member in good standing of Local 4470-O, IAFF.
- 3.3 **Bargaining Unit Seniority:** Seniority as a Member of this Bargaining Unit.
- 3.4 **Continuous Service:** Unceasing service from last date of hire, including approved paid leaves of absence and unpaid leaves of less than one pay period.
- 3.5 **Days:** Unless otherwise indicated, days mean calendar days.
- 3.6 **Emergency Call Back:** Immediate return of an employee to perform assigned duties at the express authorization of the EMPLOYER at a time other than regular assigned shift. An extension of, or early report to, a regular assigned shift is not a call back.

- 3.7 **Employee:** A member of the international Association of Fire Fighters, Local 4470, covered by this AGREEMENT.
- 3.8 **Employer:** City of Maplewood, Minnesota.
- 3.9 **Job Class Seniority:** Employee's length of continuous service in a job class.
- 3.10 **Layoff:** Separation from service with the EMPLOYER, necessitated by lack of work, lack of funds, or other reasons without reference to competence, misconduct, or other behavioral considerations.
- 3.11 **Leave of Absence:** An approved absence from work duty during a scheduled work period with or without compensation.
- 3.12 **Meal Break:** A period during the scheduled shift during which the Employee remains on continual duty, not conducting the regular tasks and responsibilities of the position, however is available in the event activity would dictate their immediate return to duty.
- 3.13 **Probationary Period:** The first twelve (12) months of service of a newly hired or rehired Employee.
- 3.14 **Promotion:** A change of an Employee from a position in one job classification to a position in another job classification with higher maximum compensation. Assignments are not promotions and are temporary in nature at the discretion of the Fire Chief.
- 3.15 **Rest Break:** Periods during the scheduled shift during which the Employee remains on continual duty, not conducting the regular tasks and responsibilities of the position, however is available and in close proximity, in the event activity would dictate their immediate return to duty.
- 3.16 **Scheduled Shift:** A consecutive work period including rest breaks and a meal break.
- 3.18 **Strike:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE IV ASSOCIATION SECURITY

- 4.1 In recognition of the ASSOCIATION as the certified exclusive representative of the listed classifications of personnel specified in 2.1, the EMPLOYER shall deduct from the wages of employees, such a deduction an amount sufficient to provide payment of dues established by the ASSOCIATION. Such monies shall be divided equally between the first and second pay-period of the month and shall be remitted to the appropriate designated Officer of the ASSOCIATION. Dues appeals or challenges may be filed in accordance with State Statute.

- 4.2 The ASSOCIATION may designate two employees plus one alternate from the bargaining unit to act as steward and representatives and shall inform the EMPLOYER in writing of such choices within thirty (30) days of such selection.
- 4.3 The EMPLOYER shall make space available on a bulletin board for posting ASSOCIATION notices and announcements.
- 4.4 Officers of the ASSOCIATION shall be allowed reasonable time off without pay, with prior approval of their immediate supervisor for the purpose of conducting ASSOCIATION 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 ASSOCIATION shall be allowed leaves of absence without pay, when requested, to fulfill their duties as ASSOCIATION Officers as allowed by State Statute.
- 4.5 The ASSOCIATION 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 in accordance with the provisions of this Article.

ARTICLE V EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all staff, facility 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 perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 The ASSOCIATION agrees that any managerial right not specifically limited by this AGREEMENT shall remain solely within the discretion of the EMPLOYER.
- 5.3 The ASSOCIATION agrees that during the life of this AGREEMENT that the ASSOCIATION will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE VI GRIEVANCE PROCEDURE

- 6.1 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 specific terms and conditions of this AGREEMENT. Both parties recognize that should a provision of this 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 ASSOCIATION agree to the following grievance procedure. Each step of the procedure shall be strictly adhered to or the grievance shall be deemed withdrawn.

- 6.2 First Step: The Employee, with or without the Steward, shall take up the grievance or dispute with the Employee's immediate supervisor within twenty one (21) days of the date of the grievance or the Employee's knowledge of its occurrence. The Supervisor shall attempt to resolve the matter and shall respond to the Employee within ten (10) days. If the immediate supervisor is the Department Head, the grievance procedure shall begin at the second step.
- 6.3 Second Step: If the grievance is not resolved in the first step, the ASSOCIATION shall present the grievance, in writing, to the Department Head within fourteen (14) days after the Supervisor's response is due. All grievances shall state the facts upon which they are based, when they occurred, the specific provision(s) of the AGREEMENT allegedly violated, the remedy requested, the avenue through which redress is sought, and shall be signed by an Officer the Local. References to Officer of the Local for the purposes of this Article shall mean; the President, Vice-President or Steward. If such written request is made, the Department Head, or his/her designee, shall meet with the Employee and the Steward within fourteen (14) days after the date of receipt of this request. The Department Head shall give a written answer to the Steward within fourteen (14) days after the meeting.
- 6.4 Third Step: If the grievance is not resolved in the Second Step, the ASSOCIATION shall notify the City Manager, of their desire to appeal the grievance. Said written appeal must be served upon the City Manager within twenty one (21) days after receipt of the Department Head's Second Step response. If such request is made, the grievance shall be reviewed at meeting between the City Manager, management staff determined by the City Manager as necessary, Association President, and/or Representative, within fifteen (15) days after receipt by the City Manager of the notice of desire to appeal. A written answer shall be given by the City Manager within fifteen (15) days after the date the Third Step meeting. Any grievance not appealed, in writing, to Step Four by the ASSOCIATION, shall be considered withdrawn.
- 6.5 Fourth Step: If both parties, having exhausted the grievance steps provided herein, cannot settle the grievance, the ASSOCIATION may submit the issue in dispute to binding arbitration within fifteen (15) days of receipt of the Third Step answer and shall notify the City Manager, in writing, of its intent to do so. The ASSOCIATION will request the Minnesota Bureau of Mediation Services to submit a list of seven (7) names from which the parties shall, within fourteen (14) 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.
- 6.6 An arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the ASSOCIATION and shall have no authority to make a decision on any other issue not so 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, rules or regulations having the force or effect of law. The arbitrator shall submit their decision in writing within thirty (30) days following the close of the

hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

- 6.7 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.
- 6.8 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 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 ASSOCIATION may elect to treat the grievance as denied at that step and may appeal the grievance to the next step. The time limit in each step may be extended only by mutual agreement of the EMPLOYER and the ASSOCIATION in each step.
- 6.9 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. If appealed to the procedure outlined in Step Three a written appeal must be served on the City Manager within ten (10) days after the Employee's receipt of the notice of suspension, demotion, or discharge. 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.
- 6.10 It is recognized and accepted by the ASSOCIATION 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 Steward shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided the Employee and the Steward have notified and received the approval of their immediate supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER. Meetings held during a steward's non-working hours will not be paid time.

ARTICLE VII NON-DISCRIMINATION

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 VIII SENIORITY

- 8.1 Seniority is defined as a regular Employee's length of continuous service with the EMPLOYER since the Employee's last hire date. No time shall be deducted from an Employee's seniority due to approved paid absences, or unpaid absences of less than a full pay period.
- 8.2 Bargaining Unit Seniority: is defined as the length of continuous service to the Employer within the Bargaining Unit as a full time Employee. Employees with the same hire date shall be given seniority ranking based on the Employees date of birth, with the earliest date receiving a higher ranking.
- 8.3 An Employee's Bargaining Unit seniority shall be terminated:
- a) If the Employee resigns, retires, is permanently transferred outside the Bargaining Unit for longer than six months, or is discharged.
 - b) If, when recalled to work following a layoff, the Employee fails to return to work within twenty-one (21) days after the EMPLOYER sends a written notice of recall by certified mail to the Employees last address on record with the EMPLOYER.
 - c) When an Employee has been laid off for a period in excess of twelve (12) consecutive months.
- 8.4 When it is necessary to reduce the number of Employees, probationary Employees will be laid off first. The EMPLOYER agrees that, in laying off, it will lay off Employees according to seniority (providing the remaining Employees have the ability, or can be trained, to perform the remaining work). Employees shall be recalled following such layoffs in reverse order of layoff.
- 8.5 Any former Employee of the City may be rehired only under the condition of a new employee and no seniority or prior service will be given, except as expressly provided by this AGREEMENT.
- 8.6 All Employees will serve an additional probationary period of six months when promoted to a rank in which the Employee has not served a probationary period.
- 8.7 Employees will be permitted to voluntarily switch shifts with prior authorization from the Assistant Chief or their designee. The voluntary switching of shifts shall be between the Employees, once approved, and shall not obligate the EMPLOYER to overtime or callback pay.
- 8.8 Shifts will be bid semi - annually on a seniority basis, only for Employees who have completed their initial probationary period provided the Employer reserves the right, when faced with unexpected or unplanned need, to assign an Employee without regard to seniority if the need of the department requires it. If the EMPLOYER determines that different staffing levels are needed on any shift, shifts may be re-bid as deemed necessary by the EMPLOYER. The Chief will determine the number of each job class to be scheduled on each crew and shift prior to shift bidding. The Fire Chief and the Association President may agree to re-bidding earlier than scheduled if situations occur warranting such modification.

Employees may select two continuous vacation periods by seniority semi-annually. Any requests for more than two consecutive rotations requires Fire Chief approval.

ARTICLE IX ANNUAL LEAVE

- 9.1 The EMPLOYER shall provide Annual Leave as described in the City of Maplewood Personal Policies with the following exceptions:

Employees on a 2912 hours per year annual schedule shall accrue:

- a. Nine 24 hour annual leave days (216 hours) per year in years one through four of continuous service to the City; and
- b. Twelve 24 hour annual leave days (288 hours) per year in years five through eleven of continuous service to the City; and
- c. Fourteen 24 hour annual leave days (336 hours) per year in years twelve through twenty of continuous service to the City; and
- d. Sixteen 24 hour annual leave days (384 hours) per year in years twenty one and above of continuous service to the City.

- 9.2 Annual Leave shall not accrue during unpaid leaves. Regular Part-Time Employees shall accrue Annual Leave on a pro-rated basis, based on regular hours worked.

Annual Leave will accrue on a pay-period basis for up to 694 for a 2912 hours per year schedule. Employees can carry over up to their full balance as long as the total balance never exceeds the hour cap. No additional accrual will occur above the cap. Employees working schedules other than a 2912 hour schedule shall accrue and bank annual leave on a pro rata basis compared to the 2080 hour per year schedule accrual. {increased or decreased proportionally}

- 9.4 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 Medical Leave, the Employee may retain a balance of fifty (50) hours when going on an unpaid leave. Any exceptions to this policy must be approved by the City Manager.

- 9.5 Annual Leave Conversion – Annual Leave will be eligible for conversion to cash or deferred compensation on a one-for-one basis (subject to IRS maximum deferral regulations) annually subject to the following conditions. Up to 40% of the Annual Leave balance, not to exceed one hundred thirty three (133) 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 190 hours. The minimum balance requirement will be determined as of the first payroll in December and will be based on the Employee's currently hourly rate on December 1.

- 9.6 Benefit eligibility is not affected by shift length. When employees are absent from their scheduled shift, they will use the number of hours of accrued annual leave that equal the numbers of hours absent.

- 9.7 Annual leave accrual, use, maximums, and conversion allowances and requirements where they differ from the Personnel Policies, will be pro-rated based on the number of scheduled hours per year.
- 9.8 Approval of City paid hours in lieu of Annual Leave usage for hours spent at approved training that benefits the City will be reasonably considered by the Fire Chief.

ARTICLE X INSURANCE

- 10.1 Health Insurance – For all full-time employees hired prior to December 31, 2012, 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.

- f. The Medica Program provides for an Employee Wellness Program called CorePlus. Employee participation in CorePlus provides a mutual benefit for Employer and Employee in rate cap reduction. A goal of 75% participation in CorePlus is established for 2013.
- 10.2 For all employees hired 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.

2014 Health Care Costs/Contributions

- 10.3 The City shall match the health insurance rate contribution formulas and HRA contributions defined within this contract for 2013 if 60% of those employees determined to be "active employees" (non COBRA) plus one additional person achieve participation in the Core Plus/ Scorecard program as determined by Medica through November 30, 2013 or substantial progress toward such

participation is made by the employees as determined by the City¹; or, if health care cost increases for the City for any Health Care plan selected by the Labor-Management Health Care Committee, including renewal of Medica Elect/Essential and Medica Choice, do not exceed 4.0%.

- 10.4 If CorePlus Participation in 2013 fails to meet the 60% plus one person goal for participation and health care cost increases are more than 4.0% and the City determined that employees did not make substantial progress then the following shall apply for 2014 Employee Health Insurance Costs.
- 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 lowest cost 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. All employees shall only be offered the HDHP. 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.
 - ii. \$1,750 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage.
 - iii. \$3,000 annually into a HRA for those employees who elect family coverage.
 - 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. 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.
 - c. For all employees hired after January 1, 2013, the following shall apply
 - i. The employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the

¹ In no event shall the City's determination of what constitutes substantial progress be more restrictive than Medica's, rather it is anticipated that this will allow the City to be more liberal in making such determination. Additionally, the City will make its determination based on the raw data available to it through Medica, there will be no requirement of any employee to share any protected health information with the City as the City will continue to adhere to HIPPA regulations regarding the protection of personal health information. In making its determination of whether substantial progress has been made, the City will only consider information from the three main categories that are applicable to everyone; specifically the City shall review improvement in the categories of biometric screenings, personal health profiles and 8 health topics and goals.

cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for the lowest cost 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:

1. \$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. \$1,500 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 \$1600.00.
 - ii. \$2,200 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 \$2300.00.
 2. 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.
- 10.5 Any changes that are presented at renewal will be discussed through the Insurance Labor – Management Committee process. The EMPLOYER shall pay one hundred percent (100%) of the cost of the employee (single) dental insurance premium. These benefits apply to full-time Employees only.
- 10.6 **Life Insurance** – The EMPLOYER shall provide a term life insurance policy with a benefit value of thirty five thousand dollars (\$35,000) for all full-time Employees. Full-Time employees may purchase additional coverage at the Employee's own expense under the plan.
- 10.7 **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 and with other disability payments. Employees

are not eligible for Annual Leave Accrual while receiving Long-Term Disability payment except for hours on payroll using accrued leave. In no case will an Employee receive more than 100% of their pre-disability wage while out on disability leave.

- 10.8 **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.
- 10.9 **Retiree Health Savings Account**- Effective December 1, 2004 Employees will participate in a Retiree Health Savings Account as defined in Addendum A attached to this AGREEMENT.

ARTICLE XI CLOTHING AND EQUIPMENT

- 11.1 The EMPLOYER will provide each new Employee an initial issue of uniforms and equipment as per the uniform list which shall include: four long sleeve shirts, four short sleeve shirts, four pair pants, one tie, one summer jacket, one winter jacket, belt, station boots, 4 station t-shirts, one stocking hat, badges, name plates and all insignia's. Thereafter the EMPLOYER will provide each Employee \$ 400.00 per year for necessary replacement of uniform items due to normal wear and tear. Clothing and equipment severely damaged in the line of duty will be replaced by the EMPLOYER at no cost to the Employee.

ARTICLE XII HOURS

- 12.1 The standard payroll period for the Fire Department is two weeks. Employees shall normally take Meal Breaks and Rest Breaks during each Scheduled Shift as time and circumstances permit while remaining on continual duty. Such meal and rest periods may be interrupted.
- 12.2 It is anticipated that further scheduling, hours and shift coverage discussions will have to occur as the needs of the Department change, the parties agree to hold these discussions in good faith.
- 12.3 Compensation for overtime will not be paid unless the work is performed at the direction, or with the approval of, the Chief or his/her designee.
- 12.4 **EMERGENCY CALLOUT** - An Employee called immediately back to work at a time other than the Employee's normal scheduled shift shall receive a minimum of two (2) hours pay at time and a half. Reporting early for a shift of the extension of a shift shall not qualify for the two-hour minimum.

To receive the minimum 2 hours callback pay described in 12.4, Employees must arrive at the station or scene within 20 minutes of the call out and before being cancelled. If an Employee is cancelled prior to arrival at a scene or the station, the Employee will receive two hours of straight time, instead of overtime. Employees arriving later than 20 minutes from the time of the call, but before being cancelled, shall be compensated at the rate of time and one-half for only actual hours worked beginning with time of arrival.

- 12.5 **SCHEDULED MEDICAL ONCALL** - If authorized by the EMPLOYER for scheduled medic on call, employees will receive ¼ hour for each hour authorized to be on call.
- 12.6 Overtime shall be distributed as equally as practicable and will be calculated to the nearest 15 minutes. Overtime distribution for paramedics will be determined separately from overtime distribution for non-paramedics. Employees have an obligation to work overtime, and to respond to call backs as ordered, unless circumstances prevent them from doing so.
- 12.7 For purposes of computing overtime, hours will not be pyramided, compounded, or paid twice for the same hours worked.
- 12.8 **EMERGENCY MEDICAL CALLOUT** - Fire Department Paramedics shall be issued two-way communications for the purpose of providing emergency medical support. An Employee approved to respond to the medical emergency will receive a minimum of two hours at time and a half.
- 12.9 When there is a vacancy or an employee in training, schedule changes will be communicated as soon as practicable. When the Fire Department is fully staffed, any permanent schedule changes affecting days off will be communicated as soon as possible but normally with no less than two weeks notice prior to the change. Notice of adjusted starting times on a scheduled day will normally occur at least 48 hours in advance of the change when the Employer has at least that much notice of the need for a change. Regular shift overtime available due to vacation time requested semi-annually pursuant to Article 8.8 ("Bid Overtime") will be offered to bargaining unit Employees prior to being offered outside the bargaining unit and so long as minimum staffing levels acceptable to EMPLOYER are maintained with regard to medics required on staff for the shift in question, then the Fire Chief shall also reasonably consider Association Members for coverage of all Captains shifts as well.. Any other vacation or time off that has not been bid through the semi-annual bid process (Non-Bid Overtime") will be filled at the discretion of the Fire Chief who shall reasonably consider Association Members first for such overtime when possible and so long as minimum staffing levels acceptable to EMPLOYER are maintained with regard to medics required on staff for the shift in question, then the Fire Chief shall also reasonably consider Association Members for coverage of all Captains shifts as well. Any Bid Overtime still remaining available seven days prior to the shift(s) to be so covered shall be offered to any employees in any manner deemed at the sole discretion of the Chief or his designee to be in the best interests of the Fire Department. Paramedic shifts shall only be filled by other paramedics unless otherwise authorized by the Fire Chief, EMT shifts can only be filled by other EMT's unless otherwise authorized by the Fire Chief,

When off duty Employees are scheduled to attend a meeting which gets cancelled with less than 24 hours notice, the Employee will receive 2 hours of pay. When at least one week notice is given for regular scheduled meetings, the minimum pay shall be 1 hour rather than 2 hours.

- 12.10 The Fire Chief has the authority to change schedules and cancel vacations for previously unscheduled - unanticipated major events, disasters, and emergencies if necessary.

ARTICLE XIII HOLIDAYS

- 13.1 Designated Holidays – Full-Time Employees shall be compensated for holidays if on paid status at the time of any of the following Holidays (prorated based on annual schedule):

1. New Year's Day	January 1 st
2. Martin Luther King's Birthday	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4 th
6. Labor Day	1 st Monday in September
7. Veteran's Day	November 11 th
8. Thanksgiving Day	4 th Thursday in November
9. Day after Thanksgiving	4 th Friday in November
10. Christmas Day	December 25 th

The number of holiday hours for Employees covered by this AGREEMENT who do not work 24 hour shifts will be proportional (based on their annual schedule) to those who work 2080 hours per year. The number of holiday hours for EMPLOYEES covered by the AGREEMENT who do work 24 hour shifts will be 120 hours per year.

Personal Holidays – Full-Time Employees who do not work 24 hour shifts shall also receive Personal Holidays, the amount of personal holiday hours will be prorated based on their annual schedule as described above. Full time EMPLOYEES who do work 24 hour shifts shall receive three 24 hour personal holidays per year. The date of such Personal Holiday shall be requested by the Employee and approved by the EMPLOYER.

- 13.2 Employees who actually work at least half of a shift on either Thanksgiving Day or Christmas Day shall receive double-time for all hours actually worked on these Holidays instead of time and one-half. Those Employees who work on Easter Sunday shall be paid at time and a half for any such hours worked on Easter Sunday.
- 13.3 If an Employee is not scheduled to work on a holiday and they are eligible for holiday pay, they will receive no more than the hours specified for their annual schedule. If they work an actual holiday, they will receive the prescribed number hours of holiday pay plus time and one-half for all hours worked on the day. If an Employee uses approved leave on a holiday that they were scheduled to work, they will not receive overtime.

Time and one-half for working on a holiday, as provided above, shall be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

ARTICLE XIV TUITION REIMBURSEMENT

- 14.1 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.
- 14.2 Employees who receive city-paid paramedic schooling, will reimburse the Employer for books and tuition if they voluntarily leave employment within two (2) years of completion.

ARTICLE XV DISCIPLINE

- 15.1 The EMPLOYER will discipline only for just cause.
- 15.2 Discipline, when administered, will normally be in one or more of the following forms:
- A. Oral reprimand
 - B. Written Reprimand
 - C. Suspension
 - D. Discharge or disciplinary demotion
- 15.3 All disciplinary action shall be in written form with copies placed in the Employee’s personnel file.
- 15.4 Disciplinary action which is to become part of an Employee’s personnel file shall be read and acknowledged by signature of the Employee. Such signature does not imply an admission of guilt. The ASSOCIATION and the Employee will receive a copy of such disciplinary action and/or notices.
- 15.5 An Employee who is the subject of an investigation that may result in disciplinary action to that Employee may have a Representative of the ASSOCIATION present during questioning. It will be the responsibility of the Employee to make a request for a Representative and it will be the Employee’s responsibility to have the Representative present during questioning. Questioning will be conducted at reasonable times, to be scheduled by the EMPLOYER.
- 15.6 Employee personnel files shall be subject to the Minnesota Data Practices Act. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

15.7 The EMPLOYER will remove old disciplinary letters after five (5) years if no further discipline has occurred within that five-year period. At the request of the Employee, oral reprimands shall be removed from the personnel files after one year provided the Employee has not been involved in progressive disciplinary action.

ARTICLE XVI WAGES

Employees shall receive a 1% increase on January 1 2013, a 1% increase on July 1, 2013 and a 2% increase on January 1, 2014 according to the following schedule:

A. WAGE SCHEDULE EFFECTIVE JANUARY 1, 2013

	<u>FIRE CAPTAIN / EMT</u>	<u>CAPT / PARAMEDIC</u>
Entry	\$ 2,265.38 bi weekly	\$ 2,369.44 bi weekly
After 1 year	\$ 2,418.53 bi weekly	\$ 2,530.22 bi weekly
After 2 years	\$ 2,582.23 bi weekly	\$ 2,701.72 bi weekly
After 3 years	\$ 2,757.45 bi weekly	\$ 2,888.53 bi weekly
After 5 years	\$ 2,835.46 bi weekly	\$ 2,967.03 bi weekly
After 7 years	\$ 2,868.70 bi weekly	\$ 3,001.85 bi weekly
After 12 years	\$ 2,901.96 bi weekly	\$ 3,036.68 bi weekly
After 15 years	\$ 2,933.95 bi weekly	\$ 3,070.20 bi weekly
After 20 years	\$ 3,021.97 bi weekly	\$ 3,162.30 bi weekly

B. WAGE SCHEDULE EFFECTIVE JULY 1, 2013

	<u>FIRE CAPTAIN / EMT</u>	<u>CAPT / PARAMEDIC</u>
Entry	\$2,288.03 bi weekly	\$2,393.13 bi weekly
After 1 year	\$2,442.71 bi weekly	\$2,555.52 bi weekly
After 2 years	\$2,608.05 bi weekly	\$2,728.74 bi weekly
After 3 years	\$2,785.03 bi weekly	\$2,917.41 bi weekly
After 5 years	\$2,863.82 bi weekly	\$2,996.70 bi weekly
After 7 years	\$2,897.39 bi weekly	\$3,031.87 bi weekly
After 12 years	\$2,930.98 bi weekly	\$3,067.04 bi weekly
After 15 years	\$2,963.29 bi weekly	\$3,100.90 bi weekly
After 20 years	\$3,052.19 bi weekly	\$3,193.93 bi weekly

C. WAGE SCHEDULE EFFECTIVE JANUARY 1, 2014

	<u>FIRE CAPTAIN / EMT</u>	<u>CAPT / PARAMEDIC</u>
Entry	\$2,343.21 bi weekly	\$2,450.41 bi weekly
After 1 year	\$2,500.98 bi weekly	\$2,616.05 bi weekly
After 2 years	\$2,669.62 bi weekly	\$2,792.73 bi weekly
After 3 years	\$2,850.14 bi weekly	\$2,985.18 bi weekly
After 5 years	\$2,930.51 bi weekly	\$3,066.05 bi weekly
After 7 years	\$2,964.75 bi weekly	\$3,101.92 bi weekly
After 12 years	\$2,999.02 bi weekly	\$3,137.80 bi weekly
After 15 years	\$3,031.97 bi weekly	\$3,172.33 bi weekly
After 20 years	\$3,122.65 bi weekly	\$3,267.22 bi weekly

The above rates will be increased by up to one hundred fifty dollars (\$150) per month, provided the Employee agrees to match the funds deposited by EMPLOYER and have the funds deposited in an approved deferred compensation plan (pro-rated for regular part-time employees). For Captain/EMTs with at least 10 years of experience, the City shall increase the amount of deferred comp available if matched by the Employee by fifty dollars (\$50.00) per month. Fire Captains working while no higher ranking officer is on duty for the shift receive a supplemental payment of approximately \$2.00 per hour. The amount of hours worked that are eligible for fire supplemental pay have been averaged pursuant to agreement between the parties and incorporated into the pay scales as stated above. If any changes are negotiated with the Maplewood Firefighters for 2013-2014 that end up giving the Firefighters an increase in either COLA, market adjustments, holidays or Insurance beyond what has already been agreed to with the Firefighter Captains, then such changes shall also be incorporated into this Agreement

ARTICLE XVII INJURY ON DUTY - SALARY CONTINUATION

- 17.1 Leave of absence with pay shall be granted to Employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in actual performance of City assigned duties. This shall exclude any injuries sustained while performing any voluntary off-duty services for which payment is made by a contracting party other than the City.
- 17.2 Such injury leave shall extend for a maximum of 150 calendar days, unless it is determined sooner by competent medical authority approved by the City Manager, that the Employee can return to any duties for which the Employee may be capable and qualified. At the discretion of the City Manager, the injured Employee may be required to submit to a medical examination at any time by a physician selected by the City.
- 17.3 During such injury leave, the EMPLOYER shall pay the Employee's full regular pay rate, either as direct payment from salary funds or as Worker's Compensation insurance benefits, or both, but the total amount paid for loss of time from work shall not exceed the full regular rate of pay such Employee would have received for the period. Such injury leave shall not be charged against the Employee's annual leave. All payments made to the Employee will be reduced

by the total amount of all other injury related benefits for which the Employee is provided as a result of the injury. The Employee must apply for all benefits for which the Employee is eligible as a result of public employment, as soon as the Employee is eligible. The EMPLOYER reserves the right to refuse injury-on-duty pay if such application is not made. In order to receive injury-on-duty pay, the illness or injury must be eligible under worker's compensation.

- 17.4 An Employee who is physically incapacitated and who fails to report within eight (8) hours, followed by a written report within twenty-four (24) hours, any injury, however minor, to his/her supervisor and to take such first aid or medical treatment as may be necessary under the circumstances, shall not be eligible for injury leave as outlined above.

ARTICLE XVIII WORKING OUT OF CLASSIFICATION

An Employee who is assigned at the sole discretion of the EMPLOYER to perform the work duties and accept the full responsibilities of a higher classification for at least one – half of a shift shall receive the starting rate of pay or a minimum of 5% above their normal pay rate for that higher classification for the duration of the assignment.

ARTICLE XIX WAIVER AND SAVINGS CLAUSE

- 19.1 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 the AGREEMENT are hereby superceded.
- 19.2 The parties acknowledge that during the negotiations that resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this AGREEMENT.
- 19.3 During the term of this AGREEMENT the EMPLOYER and the ASSOCIATION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT.
- 19.4 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Maplewood. 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 negotiated at the request of either party.

ARTICLE XX DURATION

20.1 This AGREEMENT shall be effective on the 1st of January 2013 and shall remain in full force and effect through December 31st, 2014. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing in conformance with the Public Employment Labor Relations Act of 1971, et. Seq., that it desires to modify this AGREEMENT. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this the _____ day of _____, 201__.

FOR THE CITY:

FOR THE ASSOCIATION:

Addendum A

RHS PLAN FOR FT FIREFIGHTERS

1. **Participant and benefit eligibility criteria:** Must be full-time employee, no minimum or maximum age and no years of service requirement.
2. **Benefits will be limited to insurance premiums** (health, dental, long-term care premiums, Medicare Part B, and Medicare supplements) and out-of-pocket expenses described as eligible by the IRS.
3. **The RHS plan will be funded by severance pay as follows:**

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 40. If under 80 hours or under age 40, nothing would go in.

4. **The RHS plan will be funded with annual deposits as follows:**

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

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

CITY OF MAPLEWOOD, MN

AND

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS - FIRE FIGHTERS
LOCAL 4470**

January 1, 2013 through December 31, 2014

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ARTICLE I: PURPOSE AND INTENT

This Agreement entered into as of January 1, 2011 between the City of Maplewood, Minnesota, Municipal Corporation, hereinafter called "EMPLOYER" and /or "City", and the International Association of Firefighters Local 4470 hereinafter called the "ASSOCIATION" and/or "Union" and/or "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 II RECOGNITION

- 2.1 The EMPLOYER recognizes the ASSOCIATION as the Exclusive Representative, for All Full-Time Fire Fighters employed by the City of Maplewood, Minnesota who are public employees within the meaning of Minnesota Statutes 179A.04, Subdivision 14, excluding supervisory and confidential employees and Fire Officers who are covered by IAFF Local 4470-O. This includes the following classifications:

Fire Fighter – EMT
Fire Fighter – Paramedic

- 2.2 In the event the EMPLOYER and the ASSOCIATION 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 III DEFINITIONS

- 3.1 **Association:** International Association of Fire Fighters, Local 4470.
- 3.2 **Association Member:** A Member in good standing of Local 4470, IAFF.
- 3.3 **Bargaining Unit Seniority:** Seniority as a Member of this Bargaining Unit.
- 3.4 **Emergency Call Back:** Immediate return of an employee to perform assigned duties at the express authorization of the EMPLOYER at a time other than

- regular assigned shift. An extension of, or early report to, a regular assigned shift is not a call back.
- 3.5 **Continuous Service:** Unceasing service from last date of hire, including approved paid leaves of absence and unpaid leaves of less than one pay period.
- 3.6 **Days:** Unless otherwise indicated, days mean calendar days.
- 3.7 **Employee:** A member of the international Association of Fire Fighters, Local 4470, covered by this AGREEMENT.
- 3.8 **Employer:** City of Maplewood, Minnesota.
- 3.9 **Immediate Supervisor:** The Full-Time Fire Captain
- 3.10 **Job Class Seniority:** Employee's length of continuous service in a job class.
- 3.11 **Layoff:** Separation from service with the EMPLOYER, necessitated by lack of work, lack of funds, or other reasons without reference to competence, misconduct, or other behavioral considerations.
- 3.12 **Leave of Absence:** An approved absence from work duty during a scheduled work period with or without compensation.
- 3.13 **Meal Break:** A period during the scheduled shift during which the Employee remains on continual duty, not conducting the regular tasks and responsibilities of the position, however is available in the event activity would dictate their immediate return to duty.
- 3.14 **Probationary Period:** The first twelve (12) months of service of a newly hired or rehired Employee.
- 3.15 **Promotion:** A change of an Employee from a position in one job classification to a position in another job classification with higher maximum compensation. Assignments are not promotions and are temporary in nature at the discretion of the Fire Chief.
- 3.16 **Rest Break:** Periods during the scheduled shift during which the Employee remains on continual duty, not conducting the regular tasks and responsibilities of the position, however is available and in close proximity, in the event activity would dictate their immediate return to duty.
- 3.17 **Scheduled Shift:** A consecutive work period including rest breaks and a meal break.
- 3.18 **Strike:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE IV ASSOCIATION SECURITY

- 4.1 In recognition of the ASSOCIATION as the certified exclusive representative of the listed classifications of personnel specified in 2.1, the EMPLOYER shall deduct from the wages of employees, such a deduction an amount sufficient to provide payment of dues established by the ASSOCIATION. Such monies shall be divided equally between the first and second pay-period of the month and shall be remitted to the appropriate designated Officer of the ASSOCIATION. Dues appeals or challenges may be filed in accordance with State Statute.
- 4.2 The ASSOCIATION may designate two employees plus one alternate from the bargaining unit to act as steward and representatives and shall inform the EMPLOYER in writing of such choices within thirty (30) days of such selection.
- 4.3 The EMPLOYER shall make space available on a bulletin board for posting ASSOCIATION notices and announcements.
- 4.4 Officers of the ASSOCIATION shall be allowed reasonable time off without pay, with prior approval of their immediate supervisor for the purpose of conducting ASSOCIATION 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 ASSOCIATION shall be allowed leaves of absence without pay, when requested, to fulfill their duties as ASSOCIATION Officers as allowed by State Statute.
- 4.5 The ASSOCIATION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EEMPLOYER as a result of any action taken or not taken by the EMPLOYER in accordance with the provisions of this Article.

ARTICLE V EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all staff, facility 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 perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 The ASSOCIATION agrees that any managerial right not specifically limited by this AGREEMENT shall remain solely within the discretion of the EMPLOYER.
- 5.3 The ASSOCIATION agrees that during the life of this AGREEMENT that the ASSOCIATION will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE VI GRIEVANCE PROCEDURE

- 6.1 For purpose of this AGREEMENT, the term “grievance” means any dispute between the EMPLOYER and the Employee(s) concerning the interpretation of application of the specific terms and conditions of this AGREEMENT. Both parties recognize that should a provision of this 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 ASSOCIATION agree to the following grievance procedure. Each step of the procedure shall be strictly adhered to or the grievance shall be deemed withdrawn.
- 6.2 First Step: The Employee, with or without the Steward, shall take up the grievance or dispute with the Employee’s immediate supervisor within twenty one (21) days of the date of the grievance or the Employee’s knowledge of its occurrence. The Supervisor shall attempt to resolve the matter and shall respond to the Employee within ten (10) days.
- 6.3 Second Step: If the grievance is not resolved in the first step, the ASSOCIATION shall present the grievance, in writing, to the Department Head within fourteen (14) days after the Supervisor’s response is due. All grievances shall state the facts upon which they are based, when they occurred, the specific provision(s) of the AGREEMENT allegedly violated, the remedy requested, the avenue through which redress is sought, and shall be signed by an Officer the Local. References to Officer of the Local for the purposes of this Article shall mean; the President, Vice-President or Steward. If such written request is made, the Department Head, or his/her designee, shall meet with the Employee and the Steward within fourteen (14) days after the date of receipt of this request. The Department Head shall give a written answer to the Steward within fourteen (14) days after the meeting.
- 6.4 Third Step: If the grievance is not resolved in the Second Step, the ASSOCIATION shall notify the City Manager, of their desire to appeal the grievance. Said written appeal must be served upon the City Manager within twenty one (21) days after receipt of the Department Head’s Second Step response. If such request is made, the grievance shall be reviewed at meeting between the City Manager, management staff determined by the City Manager as necessary, Association President, and/or Representative, within fifteen (15) days after receipt by the City Manager of the notice of desire to appeal. A written answer shall be given by the City Manager within fifteen (15) days after the date the Third Step meeting. Any grievance not appealed, in writing, to Step Four by the ASSOCIATION, shall be considered withdrawn.
- 6.5 Fourth Step: If both parties, having exhausted the grievance steps provided herein, cannot settle the grievance, the ASSOCIATION may submit the issue in dispute to binding arbitration within fifteen (15) days of receipt of the Third Step answer and shall notify the City Manager, in writing, of its intent to do so. The ASSOCIATION will request the Minnesota Bureau of Mediation Services to submit a list of seven (7) names from which the parties shall, within fourteen (14) 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.

- 6.6 An arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the ASSOCIATION and shall have no authority to make a decision on any other issue not so 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, rules or regulations having the force or effect of law. The arbitrator shall submit their decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.
- 6.7 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.
- 6.8 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 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 ASSOCIATION may elect to treat the grievance as denied at that step and may appeal the grievance to the next step. The time limit in each step may be extended only by mutual agreement of the EMPLOYER and the ASSOCIATION in each step.
- 6.9 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. If appealed to the procedure outlined in Step Three a written appeal must be served on the City Manager within ten (10) days after the Employee's receipt of the notice of suspension, demotion, or discharge. 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.
- 6.10 It is recognized and accepted by the ASSOCIATION 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 Steward shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided the Employee and the Steward have notified and received the approval of their immediate supervisor who has determined that such absence is reasonable and

would not be detrimental to the work programs of the EMPLOYER. Meetings held during a steward's non-working hours will not be paid time.

ARTICLE VII NON-DISCRIMINATION

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 VIII SENIORITY

- 8.1 Seniority is defined as a regular Employee's length of continuous service with the EMPLOYER since the Employee's last hire date. No time shall be deducted from an Employee's seniority due to approved paid absences, or unpaid absences of less than a full pay period.
- 8.2 Bargaining Unit Seniority: is defined as the length of continuous service to the Employer within the Bargaining Unit as a full time Employee. Employees with the same hire date shall be given seniority ranking based on the Employees date of birth, with the earliest date receiving a higher ranking.
- 8.3 An Employee's Bargaining Unit seniority shall be terminated:
 - a) If the Employee resigns, retires, is permanently transferred outside the Bargaining Unit for longer than six months, or is discharged.
 - b) If, when recalled to work following a layoff, the Employee fails to return to work within twenty-one (21) days after the EMPLOYER sends a written notice of recall by certified mail to the Employees last address on record with the EMPLOYER.
 - c) When an Employee has been laid off for a period in excess of twelve (12) consecutive months.
- 8.4 When it is necessary to reduce the number of Employees, probationary Employees will be laid off first. The EMPLOYER agrees that, in laying off, it will lay off Employees according to seniority (providing the remaining Employees have the ability, or can be trained, to perform the remaining work). Employees shall be recalled following such layoffs in reverse order of layoff.
- 8.5 Any former Employee of the City may be rehired only under the condition of a new employee and no seniority or prior service will be given, except as expressly provided by this AGREEMENT.
- 8.6 All Employees will serve an additional probationary period of six months when promoted to a rank in which the Employee has not served a probationary period.

- 8.7 Employees will be permitted to voluntarily switch shifts with prior authorization from the Assistant Chief or their designee. The voluntary switching of shifts shall be between the Employees, once approved, and shall not obligate the EMPLOYER to overtime or callback pay.
- 8.8 Shifts will be bid annually on a seniority basis, only for Employees who have completed their initial probationary period provided the Employer reserves the right, when faced with unexpected or unplanned need, to assign an Employee without regard to seniority if the need of the department requires it. If the EMPLOYER determines that different staffing levels are needed on any shift, shifts may be re-bid as deemed necessary by the EMPLOYER. The Chief will determine the number of each job class to be scheduled on each crew and shift prior to shift bidding. The Fire Chief and the Association President may agree to re-bidding earlier than scheduled if situations occur warranting such modification.
- Employees may select two continuous vacation periods by seniority semi-annually. Any requests for more than two consecutive rotations requires Fire Chief approval

ARTICLE IX ANNUAL LEAVE

- 9.1 The EMPLOYER shall provide Annual Leave as described in the City of Maplewood Personal Policies with the following exceptions:
- Employees on a 2912 hours per year annual schedule shall accrue:
- a. Nine 24 hour annual leave days (216 hours) per year in years one through four of continuous service to the City; and
 - b. Twelve 24 hour annual leave days (288 hours) per year in years five through eleven of continuous service to the City; and
 - c. Fourteen 24 hour annual leave days (336 hours) per year in years twelve through twenty of continuous service to the City; and
 - d. Sixteen 24 hour annual leave days (384 hours) per year in years twenty one and above of continuous service to the City.
- 9.2 Annual Leave shall not accrue during unpaid leaves. Regular Part-Time Employees shall accrue Annual Leave on a pro-rated basis, based on regular hours worked.
- Annual Leave will accrue on a pay-period basis for up to 694 for a 2912 hours per year schedule. Employees can carry over up to their full balance as long as the total balance never exceeds the hour cap. No additional accrual will occur above the cap. Employees working schedules other than a 2912 hour schedule shall accrue and bank annual leave on a pro rata basis compared to the 2080 hour per year schedule accrual. {increased or decreased proportionally}
- 9.4 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 Medical Leave, the Employee may retain a balance of fifty (50) hours when going

on an unpaid leave. Any exceptions to this policy must be approved by the City Manager.

- 9.5 Annual Leave Conversion – Annual Leave will be eligible for conversion to cash or deferred compensation on a one-for-one basis (subject to IRS maximum deferral regulations) annually subject to the following conditions. Up to 40% of the Annual Leave balance, not to exceed one hundred thirty three (133) 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 190 hours. The minimum balance requirement will be determined as of the first payroll in December and will be based on the Employee's currently hourly rate on December 1.
- 9.6 Benefit eligibility is not affected by shift length. When employees are absent from their scheduled shift, they will use the number of hours of accrued annual leave that equal the numbers of hours absent.
- 9.7 Annual leave accrual, use, maximums, and conversion allowances and requirements where they differ from the Personnel Policies, will be pro-rated based on the number of scheduled hours per year.
- 9.8 Approval of City paid hours in lieu of Annual Leave usage for hours spent at approved training that benefits the City will be reasonably considered by the Fire Chief.

ARTICLE X INSURANCE

- 10.1 For all full-time employees hired prior to December 31, 2012, 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.
- f. The Medica Program provides for an Employee Wellness Program called CorePlus. Employee participation in CorePlus provides a mutual benefit for Employer and Employee in rate cap reduction. A goal of 75% participation in CorePlus is established for 2013.

10.2 For all employees hired 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.

2014 Health Care Costs/Contributions

- 10.3 The City shall match the health insurance rate contribution formulas and HRA contributions defined within this contract for 2013 if 60% of those employees determined to be "active employees" (non COBRA) plus one additional person achieve participation in the Core Plus/ Scorecard program as determined by Medica through November 30, 2013 or substantial progress toward such participation is made by the employees as determined by the City¹; or, if health care cost increases for the City for any Health Care plan selected by the Labor-Management Health Care Committee, including renewal of Medica Elect/Essential and Medica Choice, do not exceed 4.0%.

- 10.4 If CorePlus Participation in 2013 fails to meet the 60% plus one person goal for participation and health care cost increases are more than 4.0% and the City determined that employees did not make substantial progress then the following shall apply for 2014 Employee Health Insurance Costs.
 - 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 lowest cost 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. All employees shall only be offered the HDHP. 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 In no event shall the City's determination of what constitutes substantial progress be more restrictive than Medica's, rather it is anticipated that this will allow the City to be more liberal in making such determination. Additionally, the City will make its determination based on the raw data available to it through Medica, there will be no requirement of any employee to share any protected health information with the City as the City will continue to adhere to HIPPA regulations regarding the protection of personal health information. In making its determination of whether substantial progress has been made, the City will only consider information from the three main categories that are applicable to everyone; specifically the City shall review improvement in the categories of biometric screenings, personal health profiles and 8 health topics and goals.

- ii. \$1,750 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage.
- iii. \$3,000 annually into a HRA for those employees who elect family coverage.
- a. 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. 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.
- b. For all employees hired after January 1, 2013, the following shall apply
 - i. 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 lowest cost 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:
 - 1. \$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. \$1,500 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 \$1600.00.
 - ii. \$2,200 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 \$2300.00.
 - 1. 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.

- 10.5 Any changes that are presented at renewal will be discussed through the Insurance Labor – Management Committee process. The EMPLOYER shall pay one hundred percent (100%) of the cost of the employee (single) dental insurance premium. These benefits apply to full-time Employees only.
- 10.6 **Life Insurance** – The EMPLOYER shall provide a term life insurance policy with a benefit value of thirty five thousand dollars (\$35,000) for all full-time Employees. Full-Time employees may purchase additional coverage at the Employee’s own expense under the plan.
- 10.7 **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 and with other disability payments. Employees are not eligible for Annual Leave Accrual while receiving Long-Term Disability payment except for hours on payroll using accrued leave. In no case will an Employee receive more than 100% of their pre-disability wage while out on disability leave.
- 10.8 **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.
- 10.9 **Retiree Health Savings Account** - Effective December 1, 2004 Employees will participate in a Retiree Health Savings Account as defined in Addendum A attached to this AGREEMENT.

ARTICLE XI CLOTHING AND EQUIPMENT

- 11.1 The EMPLOYER will provide each new Employee an initial issue of uniforms and equipment as per Addendum C. Thereafter the EMPLOYER will provide each Employee \$ 400.00 per year for necessary replacement of uniform items due to normal wear and tear. Clothing and equipment severely damaged in the line of duty will be replaced by the EMPLOYER at no cost to the Employee. With approval of the Fire Chief, additional items not on the approved list may be considered. A list of uniform allowance items is included in Addendum B.

ARTICLE XII HOURS

- 12.1 The standard payroll period for the Fire Department is two weeks. Employees shall normally take Meal Breaks and Rest Breaks during each Scheduled Shift as time and circumstances permit while remaining on continual duty. Such meal and rest periods may be interrupted.
- 12.2 It is anticipated that further scheduling, hours and shift coverage discussions will have to occur as the needs of the Department change, the parties agree to hold these discussions in good faith.

- 12.3 Compensation for overtime will not be paid unless the work is performed at the direction, or with the approval of, the Chief or his/her designee.
- 12.4 **EMERGENCY CALLOUT** - An Employee called immediately back to work at a time other than the Employee's normal scheduled shift shall receive a minimum of two (2) hours pay at time and a half. Reporting early for a shift of the extension of a shift shall not qualify for the two-hour minimum.
- To receive the minimum 2 hours callback pay described in 12.4, Employees must arrive at the station or scene within 20 minutes of the call out and before being cancelled. If an Employee is cancelled prior to arrival at a scene or the station, the Employee will receive two hours of straight time, instead of overtime. Employees arriving later than 20 minutes from the time of the call, but before being cancelled, shall be compensated at the rate of time and one-half for only actual hours worked beginning with time of arrival.
- 12.5 **SCHEDULED MEDICAL ONCALL** - If authorized by the EMPLOYER for scheduled medic on call, employees will receive $\frac{1}{4}$ hour for each hour authorized to be on call.
- 12.6 Overtime shall be distributed as equally as practicable and will be calculated to the nearest 15 minutes. Overtime distribution for paramedics will be determined separately from overtime distribution for non-paramedics. Employees have an obligation to work overtime, and to respond to call backs as ordered, unless circumstances prevent them from doing so.
- 12.7 For purposes of computing overtime, hours will not be pyramided, compounded, or paid twice for the same hours worked.
- 12.8 **EMERGENCY MEDICAL CALLOUT** - Fire Department Paramedics shall be issued two-way communications for the purpose of providing emergency medical support. An Employee approved to respond to the medical emergency will receive a minimum of two hours at time and a half.
- 12.9 When there is a vacancy or an employee in training, schedule changes will be communicated as soon as practicable. When the Fire Department is fully staffed, any permanent schedule changes affecting days off will be communicated as soon as possible but normally with no less than two weeks notice prior to the change. Notice of adjusted starting times on a scheduled day will normally occur at least 48 hours in advance of the change when the Employer has at least that much notice of the need for a change. Regular shift overtime available due to vacation time requested semi-annually pursuant to Article 8.8 ("Bid Overtime") will be offered to bargaining unit Employees prior to being offered outside the bargaining unit. Any other vacation or time off that has not been bid through the semi-annual bid process (Non-Bid Overtime") will be filled at the discretion of the Fire Chief who shall reasonably consider Association Members first for such overtime when possible. Any Bid Overtime still remaining available seven days prior to the shift(s) to be so covered shall be offered to any employees in any manner deemed at the sole discretion of the Chief or his designee to be in the best interests of the Fire Department. Paramedic shifts shall only be filled by

other paramedics unless otherwise authorized by the Fire Chief, EMT shifts can only filled by other EMT's unless otherwise authorized by the Fire Chief,

When off duty Employees are scheduled to attend a meeting which gets cancelled with less than 24 hours notice, the Employee will receive 2 hours of pay. When at least one week notice is given for regular scheduled meetings, the minimum pay shall be 1 hour rather than 2 hours.

- 12.10 The Fire Chief has the authority to change schedules and cancel vacations for previously unscheduled - unanticipated major events, disasters, and emergencies if necessary.

ARTICLE XIII HOLIDAYS

- 13.1 Designated Holidays – Full-Time Employees shall be compensated for holidays if on paid status at the time of any of the following Holidays (prorated based on annual schedule):

1. New Year's Day	January 1 st
2. Martin Luther King's Birthday	3 rd Monday in January
3. President's Day	3 rd Monday in February
4. Memorial Day	Last Monday in May
5. Independence Day	July 4 th
6. Labor Day	1 st Monday in September
7. Veteran's Day	November 11 th
8. Thanksgiving Day	4 th Thursday in November
9. Day after Thanksgiving	4 th Friday in November
10. Christmas Day	December 25 th

The number of holiday hours for Employees covered by this AGREEMENT will be 120 hours per year.

Personal Holidays – Full-Time Employees shall also receive three 24 hour Personal Holidays. The date of such Personal Holiday shall be requested by the Employee and approved by the EMPLOYER.

- 13.2 Employees who actually work at least half of a shift on either Thanksgiving Day or Christmas Day shall receive double-time for all hours actually worked on these Holidays instead of time and one-half. Those Employees who work on Easter Sunday shall be paid at time and a half for any such hours worked on Easter Sunday.
- 13.3 If an Employee is not scheduled to work on a holiday and they are eligible for holiday pay, they will receive no more than the hours specified for their annual schedule. If they work an actual holiday, they will receive the prescribed number hours of holiday pay plus time and one-half for all hours worked on the day. If an Employee uses approved leave on a holiday that they were scheduled to work, they will not receive overtime.

Time and one-half for working on a holiday, as provided above, shall be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

ARTICLE XIV TUITION REIMBURSEMENT

- 14.1 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.
- 14.2 Employees who receive city-paid paramedic schooling, will reimburse the Employer for books and tuition if they voluntarily leave employment within two (2) years of completion.

ARTICLE XV DISCIPLINE

- 15.1 The EMPLOYER will discipline only for just cause.
- 15.2 Discipline, when administered, will normally be in one or more of the following forms:
- A. Oral reprimand
 - B. Written Reprimand
 - C. Suspension
 - D. Discharge or disciplinary demotion
- 15.3 All disciplinary action shall be in written form with copies placed in the Employee's personnel file.
- 15.4 Disciplinary action which is to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Such signature does not imply an admission of guilt. The ASSOCIATION and the Employee will receive a copy of such disciplinary action and/or notices.
- 15.5 An Employee who is the subject of an investigation that may result in disciplinary action to that Employee may have a Representative of the ASSOCIATION present during questioning. It will be the responsibility of the Employee to make a request for a Representative and it will be the Employee's responsibility to have the Representative present during questioning. Questioning will be conducted at reasonable times, to be scheduled by the EMPLOYER.

- 15.6 Employee personnel files shall be subject to the Minnesota Data Practices Act. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 15.7 The EMPLOYER will remove old disciplinary letters after five (5) years if no further discipline has occurred within that five-year period. At the request of the Employee, oral reprimands shall be removed from the personnel files after one year provided the Employee has not been involved in progressive disciplinary action.

ARTICLE XVI WAGES

Employees shall receive a 1% increase on January 1, 2013 and a 1% increase on July 1, 2013 and a 2% increase for 2014 and be compensated according to the following schedule:

A. WAGE SCHEDULE EFFECTIVE JANUARY 1, 2013

	<u>FF/PARAMEDIC</u>
<u>Entry</u>	<u>\$ 2,108.72</u>
<u>After 1 year</u>	<u>\$ 2,254.87</u>
<u>After 2 years</u>	<u>\$ 2,410.82</u>
<u>After 3 years</u>	<u>\$ 2,577.67</u>
<u>After 5 years</u>	<u>\$ 2,651.97</u>
<u>After 7 years</u>	<u>\$ 2,683.63</u>
<u>After 12 years</u>	<u>\$ 2,715.30</u>
<u>After 15 years</u>	<u>\$2,745.75</u>
<u>After 20 years</u>	<u>\$ 2,828.13</u>

B. WAGE SCHEDULE EFFECTIVE JULY 1, 2013

	<u>FF/PARAMEDIC</u>
<u>Entry</u>	<u>\$ 2,129.80</u>
<u>After 1 year</u>	<u>\$ 2,277.42</u>
<u>After 2 years</u>	<u>\$ 2,434.93</u>
<u>After 3 years</u>	<u>\$ 2,603.45</u>
<u>After 5 years</u>	<u>\$ 2,678.49</u>
<u>After 7 years</u>	<u>\$ 2,710.47</u>
<u>After 12 years</u>	<u>\$2,742.46</u>
<u>After 15 years</u>	<u>\$ 2,773.21</u>
<u>After 20 years</u>	<u>\$ 2,856.41</u>

C. WAGE SCHEDULE EFFECTIVE JANUARY 1, 2014

	<u>FF/PARAMEDIC</u>
<u>Entry</u>	<u>\$ 2,181.82</u>
<u>After 1 year</u>	<u>\$ 2,332.39</u>
<u>After 2 years</u>	<u>\$ 2,493.04</u>
<u>After 3 years</u>	<u>\$ 2,664.93</u>
<u>After 5 years</u>	<u>\$ 2,741.47</u>
<u>After 7 years</u>	<u>\$ 2,774.09</u>
<u>After 12 years</u>	<u>\$2,806.72</u>
<u>After 15 years</u>	<u>\$ 2,838.09</u>
<u>After 20 years</u>	<u>\$ 2,922.95</u>

The above rates will be increased by up to one hundred fifty dollars (\$150) per month, provided the Employee agrees to match the funds deposited by EMPLOYER and to have the funds deposited in an approved deferred compensation plan (pro-rated for regular part-time employees).

The EMPLOYER reserves the right to start new Employees who are experienced firefighters or paramedics at any rate up to and including the “after 2 years” step.

ARTICLE XVII INJURY ON DUTY - SALARY CONTINUATION

- 17.1 Leave of absence with pay shall be granted to Employees who become incapacitated as a result of injury or occupational disease incurred through no misconduct of their own while in actual performance of City assigned duties. This shall exclude any injuries sustained while performing any voluntary off-duty services for which payment is made by a contracting party other than the City.
- 17.2 Such injury leave shall extend for a maximum of 150 calendar days, unless it is determined sooner by competent medical authority approved by the City Manager, that the Employee can return to any duties for which the Employee may be capable and qualified. At the discretion of the City Manager, the injured Employee may be required to submit to a medical examination at any time by a physician selected by the City.
- 17.3 During such injury leave, the EMPLOYER shall pay the Employee’s full regular pay rate, either as direct payment from salary funds or as Worker’s Compensation insurance benefits, or both, but the total amount paid for loss of time from work shall not exceed the full regular rate of pay such Employee would have received for the period. Such injury leave shall not be charged against the Employee’s annual leave. All payments made to the Employee will be reduced by the total amount of all other injury related benefits for which the Employee is provided as a result of the injury. The Employee must apply for all benefits for

which the Employee is eligible as a result of public employment, as soon as the Employee is eligible. The EMPLOYER reserves the right to refuse injury-on-duty pay if such application is not made. In order to receive injury-on-duty pay, the illness or injury must be eligible under worker's compensation.

- 17.4 An Employee who is physically incapacitated and who fails to report within eight (8) hours, followed by a written report within twenty-four (24) hours, any injury, however minor, to his/her supervisor and to take such first aid or medical treatment as may be necessary under the circumstances, shall not be eligible for injury leave as outlined above.

ARTICLE XVIII WORKING OUT OF CLASSIFICATION

An Employee who is assigned at the sole discretion of the EMPLOYER to perform the work duties and accept the full responsibilities of a higher classification for at least one – half of a shift shall receive an additional \$1.40 per hour for hours worked for the duration of the assignment.

ARTICLE XIX WAIVER AND SAVINGS CLAUSE

- 19.1 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 the AGREEMENT are hereby superceded.
- 19.2 The parties acknowledge that during the negotiations that resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this AGREEMENT.
- 19.3 During the term of this AGREEMENT the EMPLOYER and the ASSOCIATION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT.
- 19.4 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Maplewood. 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 negotiated at the request of either party.

ARTICLE XX DURATION

20.1 This AGREEMENT shall be effective on the 1st of January 2013 and shall remain in full force and effect through December 31st, 2014. It shall automatically renew from year to year thereafter unless either party shall notify the other in writing in conformance with the Public Employment Labor Relations Act of 1971, et. Seq. that it desires to modify this AGREEMENT. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in full force and effect until a new contract is signed.

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

FOR THE CITY:

FOR THE ASSOCIATION:

Addendum A

RHS PLAN FOR FT FIREFIGHTERS

1. **Participant and benefit eligibility criteria:** Must be full-time employee, no minimum or maximum age and no years of service requirement.
2. **Benefits will be limited to insurance premiums** (health, dental, long-term care premiums, Medicare Part B, and Medicare supplements) and out-of-pocket expenses described as eligible by the IRS.
3. **The RHS plan will be funded by severance pay as follows:**

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 40. If under 80 hours or under age 40, nothing would go in.
4. **The RHS plan will be funded with annual deposits as follows:**

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

Addendum B

List For Uniform Allowance	
<i>Updated for the 2013-2014 Contract</i>	
Uniform Pants	Hats (<i>winter and summer</i>)
Uniform Shirts	Watch*
Uniform Socks	Small Flashlight (<i>like police</i>)*
Uniform Footwear	Flashlight Holder
Uniform Jackets	Linens for Bed (<i>examples below</i>)
Uniform Pullovers	<i>Sheets</i>
Uniform T-Shirts	<i>Blankets</i>
Uniform Jumpsuit	<i>Comforter</i>
Uniform Belt	<i>Sleeping Bag</i>
Uniform Tie	<i>Pillow case</i>
	<i>Pillow</i>
Workout Shirts	
Workout Shorts	Badges
Workout Pants	Par Tags
Workout Socks	Patches
Workout Shoes	
Under Apparel (<i>i.e. Under Armor</i>)	

- * Under apparel includes Aspen Mills inventory
- * Steve will determine at what cost the city will replace the small flashlight
- * Watches are covered to a \$30 maximum
- * Workout shoes will be covered to a \$75 maximum

Addendum C

Initial Uniform Issuance				
<i>Updated for the 2013-14 Contract</i>				
Item	Quantity		Item	Quantity
Long Sleeve Shirt	4		Turnout Coat	1
Short Sleeve Shirt	4		Turnout Pants	1
Pants	4		Suspenders	1
Tie	1		Helmet	1
Summer Jacket	1		Helmet Front	1
Winter Jacket	1		Helmet Shield	1
Belt	1		Turnout Boots	1
Station Boots	1		Nomex Hood	1
Station T-Shirt	4		Firefighting Gloves	1
Stocking Hat	1		SCBA Mask	1
Badge	2		Ear Protection	1
Name Plate	2		Flashlight (Fire)	1
All Applicable Insignia	N/A		Yellow Rain Coat	1

LABOR AGREEMENT

BETWEEN

CITY OF MAPLEWOOD

AND

LAW ENFORCEMENT LABOR SERVICES INC., (LOCAL 173)

SERGEANTS

January 1, 2013 - December 31, 2014

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Maplewood, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' Agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under state law for all police personnel in the following job classifications:

Police Sergeant

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3: DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services Inc. (Local 173).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Maplewood Police Department.
- 3.5 EMPLOYER: The City of Maplewood.
- 3.6 CHIEF: The Chief of the Maplewood Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services Inc., (Local 173).
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing,

influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

ARTICLE 4: EMPLOYER SECURITY

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

ARTICLE 5: EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structures; 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.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate except for those terms that are mandatory subjects of bargaining.

ARTICLE 6: UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 The Employer agrees not to enter into any additional agreements with Employees, individually or collectively concerning any terms or conditions of employment as defined by M.S. 179A.03, Subd. 19.

ARTICLE 7: EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance - A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives - The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union representatives and/or their successors when so designated as provided by 6.2 of this Agreement shall be the sole representative of the Union.

- 7.3 Processing of a Grievance - It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the Employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 Procedure - Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure.

Step 1. An Employee claiming a violation concerning the interpretation of application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer.

The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

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

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

Step 3a. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 4 of the grievance procedure. Any grievance not appealed in writing to step 4 by the Union within ten (10) calendar days of mediation shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Medication Services.

7.5 Arbitrator's Authority

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

7.6 Waiver - If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not responded to within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written Agreement of the Employer and the Union in each step.

7.7 Choice of Remedy - If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article 7 or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

ARTICLE 8: SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Maplewood. 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 provisions shall be voided. All other provisions of this

Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9: SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment as a Sergeant with the Police Department and posted in an appropriate location.
- 9.2 During the probationary period a newly hired or rehired Employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned Employee may be returned to their previous position at the sole discretion of the Employer
- 9.3 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from layoff on the basis of seniority. Employees on layoff shall have an opportunity to return to work within two years of the time of their layoff before any new employee is hired or promoted.
- 9.4 Patrol Shift selection shall be based upon seniority.
- 9.5 Employees may select two (2) continuous vacation periods by seniority in the fall for the following calendar year. The first choice shall be selected from a posting posted by November 2nd. Such selection shall be completed by November 30th. The second choice shall be selected from a posting posted by December 1st. Such selection shall be completed by December 31st. There shall be no second choice bids until first choice bids have been completed. Employees shall bid in a timely manner. A timely manner is defined as a maximum of two of the employee's working days after becoming eligible to bid. After December 31st, vacations shall be bid on a first-come, first-served basis.

ARTICLE 10: DISCIPLINE

- 10.1 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.
- 10.2 Suspensions, demotions, and discharges will be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge, which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 10.6 Grievances relating to suspensions, demotions or terminations shall be initiated by the union in Step 3 of the grievance procedure under Article 7.

- 10.7 The Employer will remove old disciplinary letters after five (5) years if no further discipline, above that of a verbal reprimand, has occurred within that five-year period.

ARTICLE 11: CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 12: WORK SCHEDULES

- 12.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each Employee through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time.
- 12.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.
- 12.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.
- 12.4 Employees may voluntarily switch shifts with their Supervisor's approval. Voluntary switching of shifts shall not obligate the Employer for overtime pay.

ARTICLE 13: OVERTIME

- 13.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by Employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee from so working.

ARTICLE 14: COURT TIME

An Employee who is required to appear in Court during his scheduled off-duty time shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the Employee for the four (4) hour minimum. If employees have received notice from EMPLOYER of a specific date and time to appear in court on behalf of EMPLOYER during their scheduled off duty time, and EMPLOYER (specifically a prosecuting body) cancels said

appearance with less than 36 hours notice from the time and date of such requested appearance, then employee shall receive reimbursement equivalent to the Court Time pay as provided herein, for such cancellation, upon notation on the timesheet of the employee requesting such reimbursement. Such reimbursement shall not apply to cancellation if employee has been called for multiple hearings on the same day, unless all such hearings were cancelled. In such event that multiple hearings were noticed for the same day and all were cancelled less than thirty six (36) hours prior to such hearings, then employee is still only eligible for one 4 hour reimbursement as provided above.

ARTICLE 15: CALLBACK TIME

An Employee who is called to duty during his scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two (2) hour minimum.

Paramedics called back for medical calls will receive a minimum of two (2) hours at time and one-half pay for the first call back in a designated on-call period. Thereafter, any medical call back in the same on-call period will be paid for at a minimum of one hour at a time and one-half for each call back.

ARTICLE 16: VACATIONS/ANNUAL LEAVE

16.1 Full-time employees who are who are not accruing annual leave shall earn 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
21 years and thereafter	25 working days per year

16.2 Employees shall be allowed to carry over a maximum of one and one-half (1-1/2) times their annual earning rate into any succeeding year.

16.3 On December 1st of each year, employees who are at the 15 day vacation accrual rate or higher, with a minimum balance of 80 hours, shall be eligible to convert up to 40 hours of unused vacation time to deferred compensation. Conversion will be at the Employers current hourly rate as of 12-01 and will be on the basis of one hour of vacation for one hour of deferred compensation pay. Actual conversion will take place in the second payroll of the following year.

16.4 The Employer and Union agree to incorporate the Annual Leave Program as adopted by the City on May 5, 2001, and as amended on September 23, 2002. Articles 16.1 through 16.3 do not apply to employees who select the Annual Leave Program.

Full-time employees who are on the annual leave benefit plan shall earn annual leave as per the following schedule:

Annual Leave Accrual Rates for FT employees -

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

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.

ARTICLE 17: HOLIDAYS

- 17.1 Each regular full-time Employee shall be granted twelve (12) paid holidays per year. These holidays shall be credited toward the normal work year as per 12.1 of the Labor Agreement.
- 17.2 Any Employee on an 8-hour shift who works four (4) or more hours on any of the following listed ten (10) statutory holidays shall be credited in either pay or compensatory time off with an additional four (4) hours. Employees on 10-hour shifts who work five (5) or more hours will receive an additional five (5) hours. Employee working two shifts on any of the ten (10) statutory holidays shall be credited with an additional four (4) hours in either pay or compensatory time off when on an eight hour schedule, and five (5) when on a 10-hour schedule. Other shifts that could be assigned would be proportional.

New Year's Day	Martin Luther King's B-Day
President's Day	Veteran's Day
Memorial Day	Independence Day
Labor Day	Thanksgiving Day
Day After Thanksgiving	Christmas Day

- 17.3 Employees who work a 5/2 schedule shall receive two (2) personal holidays per year, provided holidays are used within the current calendar year. Employees on a 5/2 schedule who are required to work on one of the above-listed holidays will be allowed to take another day off within the pay-period plus will receive four (4) hours of pay – OR - can elect to receive time and one-half with no time off. This is in addition to regular holiday pay they would have received had they not worked.

ARTICLE 18: SICK LEAVE

- 18.1 A full-time employee who is not accruing annual leave shall accumulate sick leave at a rate of one and one-quarter (1-1/4) days per month. Accumulated sick leave shall never total more than three hundred (300) days. Actual sick leave cannot be made up by additional work shifts.

- 18.2 Full-time employees can convert sick leave to vacation or deferred compensation (at the Employee's current pay rate) on December 31st of any year assuming the Employee elected the conversion option at the beginning of the year and had at least 800 hours at that time. The rate of conversion will be 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 or deferred compensation.

The sick leave balance will be capped (frozen) on January 1 of the year the option is first elected. That balance or cap (which can be anything between 800 and 2400 hours) will remain as the cap for that Employee into the future. Employees will, however, accrue additional sick leave hours (above the cap) during the succeeding twelve months at the regular accrual rate only for purposes of conversion or use during that year.

The conversion will take place on December 31st and will be limited to the 48 hours as stated above. Only hours earned in excess of the cap (January 1 through December 31) are eligible for conversion. Any additional hours accrued but unused during that year will be lost. An Employee who does not elect the conversion option will never accrue above 2400 hours. Employees who are close to, or at, 2400 hours who elect the conversion option at the beginning of a given year can accrue additional sick leave above the 2400 hours during the year only for purposes of conversion, or use, during that year. Hours accrued but unused between January 1 and December 31 of that year will then be converted to a maximum of 48 hours of vacation or deferred compensation. Any remaining balance above the cap will be lost. The employee will start the following year with no more than 2400 hours.

Employees who have a sick leave cap and who retire or resign under satisfactory conditions prior to December 31 of a given year, will be eligible to convert up to 80% of sick leave accrued and unused during that year.

- 18.3 Article 18 does not apply to employees who accrue annual leave except as provided in the Annual Leave Program (Current Sick Leave Balance—Deferred Sick Leave and Severance Pay sections).

ARTICLE 19: SEVERANCE PAY

Upon retirement or termination under satisfactory conditions, after at least ten (10) years of service, the Employee shall receive one-half (1/2) of his/her accumulated sick leave upon the basis of the Employee's outgoing salary. In case of death which cannot be contributed to his/her duty, payment of one-half (1/2) of Employee's sick leave shall be paid to the Employee's beneficiary. In case of death in the line of duty, payment of the Employee's full-accumulated sick leave shall be made to the Employee's beneficiary. All severance (which does not include comp/vacation/annual leave time) due an Employee shall be placed into the Employee's individual account in the Post Employment Health Care Savings Plan.

ARTICLE 20: FUNERAL LEAVE

A maximum of up to three (3) days of funeral leave with pay shall be extended to a regular full-time Sergeant upon the death of a member of the immediate family of said Sergeant 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 the Employee's legal guardianship) for the attendance at the funeral or other demonstrated need in relation thereto. Any leave beyond one (1) day to be upon approval of the immediate supervisor. The actual time off, and funeral leave approved, will be determined by the department head depending on individual circumstances (such

as closeness of the relative, arrangements to be made, distance to the funeral, etc.) Eligibility for time off in accordance with this policy will be pro-rated for part-time employees.

ARTICLE 21: INJURY ON DUTY

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid no more than the difference between the Employee's regular take-home pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the Employee's vacation, sick leave, or other accumulated paid benefits.

ARTICLE 22: INSURANCE

22.1 For all full-time employees hired prior to December 31, 2012, 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.
- f. The Medica Program provides for an Employee Wellness Program called CorePlus. Employee participation in CorePlus provides a mutual benefit for

Employer and Employee in rate cap reduction. A goal of 75% participation in CorePlus is established for 2013.

- 22.2 For all employees hired 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.

2014 Health Care Costs/Contributions

- 22.3 The City shall match the health insurance rate contribution formulas and HRA contributions defined within this contract for 2013 if 60% of those employees determined to be "active employees" (non COBRA) plus one additional person achieve participation in the Core Plus/ Scorecard program as determined by Medica through November 30, 2013 or substantial progress toward such participation is made by the employees as determined by the City¹ or, if health care cost increases for the City for any Health Care

¹ In no event shall the City's determination of what constitutes substantial progress be more restrictive than Medica's, rather it is anticipated that this will allow the City to be more liberal in making such determination. Additionally, the City will make its determination based on the raw data available to it through Medica, there will be no requirement of any employee to share any protected health information with the City as the City will continue to adhere to HIPPA regulations regarding the protection of personal health information. In making its determination of whether substantial progress has been made, the City will only consider information from the three main categories that are applicable to everyone; specifically the City shall review improvement in the categories of biometric screenings, personal health profiles and 8 health topics and goals.

plan selected by the Labor-Management Health Care Committee, including renewal of Medica Elect/Essential and Medica Choice, do not exceed 4.0%.

22.4 If CorePlus Participation in 2013 fails to meet the 60% plus one person goal for participation and health care cost increases are more than 4.0% and the City determined that employees did not make substantial progress then the following shall apply for 2014 Employee Health Insurance Costs.

- 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 lowest cost 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.
 - ii. \$1,750 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage.
 - iii. \$3,000 annually into a HRA for those employees who elect family coverage.
- a. 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. 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.
- b. For all employees hired after January 1, 2013, the following shall apply
 - i. 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 lowest cost 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:
 1. \$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. \$1,500 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 \$1600.00.
 - ii. \$2,200 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 \$2300.00.
2. 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.

Any changes that are presented at renewal will be discussed (and agreed to) through the Labor-Management Committee process. These benefits apply to FT employees only.

- 22.5 Dental, Life and Long-Term Disability Insurance – The Employer shall pay 100% of the cost of employee (single) dental insurance coverage, a \$30,000 group term life insurance policy, and long-term disability insurance for regular full-time employees for 2013 and a \$35,000.00 group term life insurance policy for 2014.
- 22.6 The Employer will provide an IRS-125 plan for the Employee's contribution in order to permit the Employee to pay with pre-tax dollars.
- 22.7 Short-Term Disability Insurance – The City agrees to offer or go out for bid for short-term disability insurance coverage. Employees may elect this optional coverage at the employee's cost.
- 22.8 The City agrees to re-open the contract to discuss a retiree health savings plan if requested by the UNION.

ARTICLE 23: STANDBY PAY

- 23.1 Paramedic Sergeants on medical on-call status shall be paid at the rate of one-quarter (1/4) hour pay for each hour on on-call.
- 23.2 An employee placed on standby for court will be paid one-quarter (1/4) hour for each hour on standby under the following circumstances. A Lieutenant, or higher-ranking officer in the department, will set a defined period with a start and automatic ending time, but can call and cancel it earlier. The Lieutenant will decide when and if they will put an employee on standby.

ARTICLE 24: UNIFORMS

The Employer shall provide a contribution for required uniform and equipment items, but the contribution is not to exceed \$900 per year for 2011 and 2012. Plainclothes sergeants will be

reimbursed up to the same amounts per Employee per year for necessary items that are purchased in Maplewood. Uniform balances may be carried over from year to year, not to exceed a one year amount. The Employer will reimburse Employees one-hundred percent (100%) of the cost of peace officer license renewal.

ARTICLE 25: LONGEVITY AND EDUCATIONAL INCENTIVE

25.1 Effective January 1, 2011, the following terms and conditions are effective:

25.1.1 After four years of continuous employment as a Sergeant, each Employee shall be paid an additional step in pay of three and one half percent (3.5%) of that Employees base pay.

25.1.2 After six years of continuous employment as a Sergeant, each Employee shall be paid an additional step in pay of five and one half percent (5.5%) of that Employees base pay. This step in pay increase shall not be cumulative and does not include the three and ½ percent (3.5%) four (4) year step set forth above. Specifically, the five and ½ percent (5.5%) is calculated on the base pay which shall not include the aforementioned three and ½ percent (3.5%) increase.

25.1.3 After eight (8) years of continuous employment as a Sergeant, each Employee shall be paid an additional step in pay of seven and one half percent (7.5%) of that Employees base pay. This step in pay increase shall not be cumulative and does not include the two steps set forth above. Specifically, the seven and ½ percent (7.5%) is calculated on the base pay which shall not include the aforementioned increases.

25.1.3 After twelve (12) years of continuous employment as a Sergeant, each Employee shall be paid an additional step in pay of nine and one half percent (9.5%) of that Employees base pay. This step in pay increase shall not be cumulative and does not include the three steps set forth above. Specifically, the nine and one half percent (9.5%) is calculated on the base pay which shall not include the aforementioned increases.

25.1.4 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 26: FALSE ARREST

The Employer shall provide and pay all premiums due on False Arrest Insurance to cover all Employees covered by this Agreement.

ARTICLE 27: WAIVER

- 27.1 Any and all prior Agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All Agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement or with respect to any term or condition of employment not specifically referred to or covered by the Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

- 31.3 The Union and the City agree to meet and confer to discuss possible accommodations for "qualified" disabled employees as the need arises, consistent with the intent of the Americans with Disabilities Act.

ARTICLE 28: DURATION

Except as herein provided, this Agreement shall be effective as of January 1, 2013, except as herein noted, and shall continue in full force and effect until December 31, 2014 and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by October 31st of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971 as amended.

In witness whereof, the parties hereto have executed this Agreement on this _____ day of _____, 2013 .

FOR THE CITY OF MAPLEWOOD:

FOR L.E.L.S.

Mayor

Business Agent

City Manager

Steward

Human Resource Attorney

APPENDIX A

1. **WAGE RATES**

Effective January 1, 2013 (1% increase)

Start.....	\$6,598.82
After 1 Year	\$6,805.71
After 2 Years	\$7,013.68
After 3 Years Top Sergeant Pay.....	\$7,220.56

Effective July 1, 2013 (1% increase)

Start.....	\$6,664.81
After 1 Year	\$6,873.77
After 2 Years	\$7,083.82
After 3 Years Top Sergeant Pay.....	\$7,292.77

Effective January 1, 2014 (2% increase)

Start.....	\$6,798.11
After 1 Year	\$7,011.25
After 2 Years	\$7,225.50
After 3 Years Top Sergeant Pay.....	\$7,438.62

2. **DEFERRED COMPENSATION**

The above wage rates will be increased by a contribution by the Employer towards deferred compensation of up to \$110 per month beginning January 1, 2013 and \$120.00 per month beginning January 1, 2014 provided the Employee agrees to match such contribution and have the funds deposited in an approved deferred compensation plan.

3. **PARAMEDIC DIFFERENTIAL**

Sergeants who are certified paramedics and maintain their certification will receive a pay differential of eight percent (8%) for the years 2013 and 2014. The differential will be based on the top sergeant pay rate.

4. **INVESTIGATIVE SERGEANT DIFFERENTIAL**

The Sergeant assigned by the Police Chief to Investigations shall receive a pay differential of two percent (2%). The differential will be based on the top sergeant pay rate.

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

CITY OF MAPLEWOOD, MN

AND

**MAPLEWOOD CONFIDENTIAL &
SUPERVISORY GROUP**

January 1, 2013 through December 31, 2014

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ARTICLE 1: PURPOSE AND INTENT

This Agreement entered into as of January 1, 2013 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 position of Assistant City Manager 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, Police Chief, Fire Chief, IT Director, Finance Manager [if the position of Finance Manager is replaced or promoted to Finance Director, then Finance Director shall be a Department Head in place of the Finance Manager] , 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:

Years of Service

Annual Accrual Rates

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 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 – Full-time Employees shall also receive two (2) personal holidays per year in accordance with the above (pro-rated for regular part-time Employees who work or are on payroll 20 or more hours per week). The date of such personal holiday shall be requested by the Employee and approved by the EMPLOYER.

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 Leave - A maximum of three (3) days (24 hours) of funeral 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

- 23.1 Health Insurance – For all full-time employees hired prior to December 31, 2012, 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.

- f. The Medica Program provides for an Employee Wellness Program called CorePlus. Employee participation in CorePlus provides a mutual benefit for Employer and Employee in rate cap reduction. A goal of 75% participation in CorePlus is established for 2013.
- 23.2 For all employees hired 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.

2014 Health Care Costs/Contributions

23.3 The City shall match the health insurance rate contribution formulas and HRA contributions defined within this contract for 2013 if 60% of those employees determined to be "active employees" (non COBRA) plus one additional person achieve participation in the Core Plus/ Scorecard program as determined by Medica through November 30, 2013 or substantial progress toward such participation is made by the employees as determined by the City¹; or, if health care cost increases for the City for any Health Care

¹ In no event shall the City's determination of what constitutes substantial progress be more restrictive than than Medica's, rather it is anticipated that this will allow the City to be more liberal in making such determination. Additionally, the City will make its determination based on the raw data available to it through Medica, there will be no requirement of any employee to share any protected health information with the City as the City will continue to adhere to HIPPA regulations regarding the protection of personal

plan selected by the Labor-Management Health Care Committee, including renewal of Medica Elect/Essential and Medica Choice, do not exceed 4.0%.

- 23.4 If CorePlus Participation in 2013 fails to meet the 60% plus one person goal for participation and health care cost increases are more than 4.0% and the City determined that employees did not make substantial progress then the following shall apply for 2014 Employee Health Insurance Costs.
- 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 lowest cost 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.
 - ii. \$1,750 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage.
 - iii. \$3,000 annually into a HRA for those employees who elect family coverage.
 - 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. 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.
 - c. For all employees hired after January 1, 2013, the following shall apply
 - iv. 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 lowest cost 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:

health information. In making its determination of whether substantial progress has been made, the City will only consider information from the three main categories that are applicable to everyone; specifically the City shall review improvement in the categories of biometric screenings, personal health profiles and 8 8 health topics and goals.

1. \$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. \$1,500 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 \$1600.00.
 - ii. \$2,200 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 \$2300.00.
2. 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.

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.

- 23.5 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.
- 23.6 IRS-125 Plan - As permitted, the EMPLOYER shall provide an IRS-125 Plan to be used for Employee's health and dental insurance premiums.
- 23.7 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..
- 23.8 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.
- 23.9 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.
- 23.10 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.
- 23.11 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: Finance Manager [or Finance Director], 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/VEM 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.qsa.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 1% increase effective January 1, 2013 for all Employees. EMPLOYER shall then pay a 1% increase effective July 1, 2013 for all Employees. EMPLOYER shall also pay a 2% increase effective January 1, 2014 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:

- Deputy Police Chief, Fire Chief, Parks & Recreation Director = 3.75%
- Finance Manager, Citizen Services Director/City Clerk, Lieutenant (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%
 - 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, 2013, and shall remain in full force and effect through the thirty-first (31st) day of December 2014.

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

FOR THE CITY:

FOR THE GROUP:

Mayor

President

City Manager

Vice President

Human Resources

Secretary

APPENDIX A

CONFIDENTIAL & SUPERVISORY GROUP
ANNUAL SALARY RANGES
2013 & 2014

1/1/2013

	Incumbents		New Hires/Transferred after 11/1/07	
	Minimum	Maximum	Minimum	Maximum
Assistant City Engineer			72,682	94,171
Assistant Finance Director			72,751	96,390
Assistant Finance Manager			65,475	85,380
Assistant Fire Chief/EMS Director			79,550	101,619
Assistant Fire Chief/Fire Marshal			79,550	101,619
Citizen Services Director/City Clerk			89,720	110,960
Deputy Police Chief			95,765	106,821
Finance Director			88,860	118,352
Finance Manager			80,806	107,372
Fire Chief	87,836	117,160	85,232	113,691
GIS Analyst			52,159	69,039
Human Resource Coordinator	58,795	78,052	57,980	76,968
IT Director	74,239	97,525	72,258	95,349
IT Technician			45,914	60,733
IT/Network Analyst	51,616	68,274	51,286	67,831
Parks & Recreation Development Director			91,818	111,991
Payroll Coordinator			49,522	66,172
Payroll Technician/Administrative Assistant			45,020	60,155
Police Chief			101,023	124,489
Police Lieutenant	89,651	104,059	87,126	102,122
Public Works Director/City Engineer			94,641	117,752
Sanitary Sewer/Fleet Mgmt./Parks Superintendent			71,485	92,464
Senior Administrative Assistant			47,000	60,016
Street Maintenance Superintendent			71,485	92,464
System/Network Engineer			66,301	79,893

APPENDIX A

CONFIDENTIAL & SUPERVISORY GROUP
ANNUAL SALARY RANGES
2013 & 2014

7/1/2013

	Incumbents		New Hires/Transferred after 11/1/07	
	Minimum	Maximum	Minimum	Maximum
Assistant City Engineer			73,408	95,112
Assistant Finance Director			73,478	97,353
Assistant Finance Manager			66,129	86,233
Assistant Fire Chief/EMS Director			80,345	102,635
Assistant Fire Chief/Fire Marshal			80,345	102,635
Citizen Services Director/City Clerk			90,617	112,069
Deputy Police Chief			96,722	107,889
Finance Director			89,748	119,535
Finance Manager			81,614	108,445
Fire Chief	88,714	118,331	86,084	114,827
GIS Analyst			52,680	69,729
Human Resource Coordinator	59,382	78,832	58,559	77,737
IT Director	74,981	98,500	72,980	96,302
IT Technician			46,373	61,340
IT/Network Analyst	52,132	68,956	51,798	68,509
Parks & Recreation Development Director			92,736	113,110
Payroll Coordinator			50,017	66,833
Payroll Technician/Administrative Assistant			45,470	60,756
Police Chief			102,033	125,733
Police Lieutenant	90,547	105,099	87,997	103,143
Public Works Director/City Engineer			95,587	118,929
Sanitary Sewer/Fleet Mgmt./Parks Superintendent			72,199	93,388
Senior Administrative Assistant			47,470	60,616
Street Maintenance Superintendent			72,199	93,388
System/Network Engineer			66,964	80,691

APPENDIX B

CONFIDENTIAL & SUPERVISORY GROUP
ANNUAL SALARY RANGES
2013 & 2014

2014

	Incumbents		New Hires/Transferred after 11/1/07	
	Minimum	Maximum	Minimum	Maximum
Assistant City Engineer			74,876	97,014
Assistant Finance Director			74,947	99,300
Assistant Finance Manager			67,451	87,957
Assistant Fire Chief/EMS Director			81,951	104,687
Assistant Fire Chief/Fire Marshal			81,951	104,687
Citizen Services Director/City Clerk			92,429	114,310
Deputy Police Chief			98,656	110,046
Finance Director			91,542	121,925
Finance Manager			83,246	110,613
Fire Chief	90,488	120,697	87,805	117,123
GIS Analyst			53,733	71,123
Human Resource Coordinator	60,569	80,408	59,730	79,291
IT Director	76,480	100,470	74,439	98,228
IT Technician			47,300	62,566
IT/Network Analyst	53,174	70,335	52,833	69,879
Parks & Recreation Director			94,590	115,372
Payroll Coordinator			51,017	68,169
Payroll Technician/Administrative Assistant			46,379	61,971
Police Chief			104,073	128,247
Police Lieutenant	92,357	107,200	89,756	105,205
Public Works Director/City Engineer			97,498	121,307
Sanitary Sewer/Fleet Mgmt./Parks Superintendent			73,642	95,255
Senior Administrative Assistant			48,419	61,828
Street Maintenance Superintendent			73,642	95,255
System/Network Engineer			68,303	82,304

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.

2013-2014

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 Cetrner 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 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 Employees shall receive two (2) 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.

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 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

- 19.1 Health Insurance – For all full-time employees hired prior to December 31, 2012, 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.
 - f. The Medica Program provides for an Employee Wellness Program called CorePlus. Employee participation in CorePlus provides a mutual benefit for Employer and Employee in rate cap reduction. A goal of 75% participation in CorePlus is established for 2013.
- 19.2 For all employees hired 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.

2014 Health Care Costs/Contributions

- 19.3 The City shall match the health insurance rate contribution formulas and HRA contributions defined within this contract for 2013 if 60% of those employees determined to be "active employees" (non COBRA) plus one additional person achieve participation in the Core Plus/ Scorecard program as determined by Medica through November 30, 2013 or substantial progress toward such participation is made by the employees as determined by the City¹; or, if health care cost increases for the City for any Health Care plan selected by the Labor-Management Health Care Committee, including renewal of Medica Elect/Essential and Medica Choice, do not exceed 4.0%.
- 19.4 If CorePlus Participation in 2013 fails to meet the 60% plus one person goal for participation and health care cost increases are more than 4.0% and the City determined that employees did not make substantial progress then the following shall apply for 2014 Employee Health Insurance Costs.
- 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 lowest cost 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

¹In no event shall the City's determination of what constitutes substantial progress be more restrictive than Medica's, rather it is anticipated that this will allow the City to be more liberal in making such determination. Additionally, the City will make its determination based on the raw data available to it through Medica, there will be no requirement of any employee to share any protected health information with the City as the City will continue to adhere to HIPPA regulations regarding the protection of personal health information. In making its determination of whether substantial progress has been made, the City will only consider information from the three main categories that are applicable to everyone; specifically the City shall review improvement in the categories of biometric screenings, personal health profiles and 8 health topics and goals.

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.
 - ii. \$1,750 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage.
 - iii. \$3,000 annually into a HRA for those employees who elect family coverage.
- a. 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. 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.
- b. For all employees hired after January 1, 2013, the following shall apply
- i. 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 lowest cost 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:
 1. \$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.
 2. \$1,500 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage.
 - a. For newly hired employees, who have successfully completed one year of employment, the contribution shall be \$1,600.
 3. \$2,200 annually into a HRA for those employees who elect family coverage.
 - a. For newly hired employees, who have successfully completed one year of employment, the contribution shall be \$2,300.
 4. 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.

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

A general wage increase of one percent (1.0%) effective January 1 2013 and another one percent (1%) effective July 1, 2013 shall be provided to all positions represented by the GROUP, A general wage increase of two percent (2%) shall be effective January 1, 2014 to all positions represented by the GROUP.

Salary Ranges – (See Appendices A & B for 2013 and 2014 pay rates.)

The salary ranges have seven (7) steps – each five percent (5%) apart. 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 five percent (5%) 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.

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

28.1 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.

28.2: 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

29.1 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.

29.2 The parties mutually acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or 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.

29.3 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, 2013, and shall remain in full force and effect until the thirty-first (31st) day of December 2014.

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

Labor Relations Attorney

APPENDIX A

**METRO SUPERVISORY GROUP
2013 PAY RATES**

(Jan-June) PAY RATES

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
AQUATIC PROGRAM MANAGER	23.91	25.12	26.36	27.67	29.08	30.53	32.05
ASST BUILDING OFFICIAL	29.67	31.15	32.70	34.35	36.06	37.86	39.76
BANQUET & EVENTS MANAGER	25.93	27.23	28.59	30.02	31.52	33.10	34.74
BUILDING OFFICIAL	35.09	36.83	38.68	40.61	42.64	44.77	46.56
CHIEF BLDG ENG	29.41	30.88	32.42	34.03	35.72	37.52	39.41
CITIZENS SERVICES SUPERVISOR	27.70	29.10	30.54	32.06	33.66	35.36	37.12
COMM CENTER OPERATIONS MGR	30.45	31.98	33.57	35.26	37.02	38.86	40.81
FITNESS SUPERVISOR	23.91	25.12	26.36	27.67	29.08	30.53	32.05
LEAD NATURALIST	24.22	25.44	26.71	28.04	29.45	30.92	32.47
MEMBER SERVICES COORDINATOR	19.43	20.40	21.42	22.49	23.61	24.80	26.05
NATURAL RESOURCES COORD	29.67	31.15	32.70	34.35	36.06	37.86	39.76
PARK MAINT FOREMAN	29.41	30.88	32.42	34.03	35.72	37.52	39.41
PARKS MANAGER	30.45	31.98	33.57	35.26	37.02	38.86	40.81
RECREATION PROGRAM SPECIALIST	18.49	19.42	20.39	21.41	22.48	23.60	24.79
RECREATION MANAGER	30.45	31.98	33.57	35.26	37.02	38.86	40.81
RECREATION COORDINATOR	21.77	22.86	24.02	25.22	26.47	27.80	29.19
SENIOR PLANNER	35.28	37.05	38.91	40.84	42.88	45.04	46.82

APPENDIX A

**METRO SUPERVISORY GROUP
2013 PAY RATES**

	(July-Dec) PAY RATES						
	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	1	2	3	4	5	6	7
ACTIVITIES COORDINATOR	19.63	20.61	21.64	22.72	23.85	25.04	26.31
AQUATIC PROGRAM MANAGER	24.15	25.37	26.62	27.95	29.37	30.84	32.37
ASST BUILDING OFFICIAL	29.97	31.46	33.03	34.69	36.42	38.24	40.16
BANQUET & EVENTS MANAGER	26.19	27.50	28.88	30.32	31.84	33.43	35.09
BUILDING OFFICIAL	35.44	37.20	39.07	41.02	43.07	45.22	47.03
CHIEF BLDG ENG	29.71	31.18	32.75	34.37	36.08	37.90	39.80
CITIZENS SERVICES SUPERVISOR	27.98	29.39	30.85	32.38	34.00	35.71	37.49
COMM CENTER OPERATIONS MGR	30.76	32.30	33.91	35.61	37.39	39.25	41.22
FITNESS SUPERVISOR	24.15	25.37	26.62	27.95	29.37	30.84	32.37
LEAD NATURALIST	24.46	25.70	26.98	28.32	29.75	31.23	32.80
MEMBER SERVICES COORDINATOR	19.63	20.61	21.64	22.72	23.85	25.04	26.31
NATURAL RESOURCES COORD	29.97	31.46	33.03	34.69	36.42	38.24	40.16
PARK MAINT FOREMAN	29.71	31.18	32.75	34.37	36.08	37.90	39.80
PARKS MANAGER	30.76	32.30	33.91	35.61	37.39	39.25	41.22
FITNESS & OPERATIONS MANAGER	28.53	29.96	31.46	33.03	34.68	36.41	38.23
RECREATION PROGRAM SPECIALIST	18.68	19.62	20.60	21.63	22.71	23.84	25.03
RECREATION MANAGER	30.76	32.30	33.91	35.61	37.39	39.25	41.22
RECREATION COORDINATOR	21.98	23.08	24.26	25.47	26.74	28.07	29.48
REC SUPERINTENDANT	26.57	27.89	29.29	30.76	32.30	33.91	35.60
SENIOR PLANNER	35.63	37.42	39.29	41.25	43.31	45.49	47.29

APPENDIX B

**METRO SUPERVISORY GROUP
2014 PAY RATES**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
ACTIVITIES COORDINATOR		20.02	21.02	22.07	23.17	24.33	25.54	26.83
AQUATIC PROGRAM MANAGER	Horwath	24.63	25.88	27.16	28.51	29.96	31.45	33.02
ASST BUILDING OFFICIAL	Carver	30.57	32.09	33.69	35.39	37.15	39.01	40.96
BANQUET & EVENTS MANAGER	Penn	26.71	28.05	29.46	30.92	32.47	34.10	35.79
BUILDING OFFICIAL	Fisher	36.15	37.95	39.85	41.84	43.93	46.13	47.97
CHIEF BLDG ENG	Farr	30.30	31.81	33.40	35.05	36.80	38.65	40.60
CITIZENS SERVICES SUPERVISOR	Schmidt	28.54	29.98	31.46	33.03	34.68	36.43	38.24
COMM CENTER OPERATIONS MGR	Horwath	31.37	32.94	34.59	36.32	38.13	40.04	42.05
FITNESS SUPERVISOR	Resendiz	24.63	25.88	27.16	28.51	29.96	31.45	33.02
LEAD NATURALIST MEMBER SERVICES COORDINATOR	Hutchinson	24.95	26.21	27.52	28.88	30.34	31.85	33.45
NATURAL RESOURCES COORD	Glass	20.02	21.02	22.07	23.17	24.33	25.54	26.83
PARK MAINT FOREMAN	Gaynor	30.57	32.09	33.69	35.39	37.15	39.01	40.96
PARKS MANAGER	Maruska	30.30	31.81	33.40	35.05	36.80	38.65	40.60
FITNESS & OPERATIONS MANAGER	Taylor	31.37	32.94	34.59	36.32	38.13	40.04	42.05
RECREATION PROGRAM SPECIALIST		29.10	30.56	32.09	33.69	35.38	37.14	39.00
RECREATION MANAGER	Anzaldi	19.05	20.01	21.01	22.06	23.16	24.32	25.53
RECREATION COORDINATOR	Robbins	31.37	32.94	34.59	36.32	38.13	40.04	42.05
REC SUPERINTENDANT	Breneman	22.42	23.55	24.74	25.98	27.27	28.63	30.07
SENIOR PLANNER	N/A	27.11	28.45	29.87	31.37	32.94	34.59	36.31
	Ekstrand	36.34	38.17	40.08	42.08	44.18	46.40	48.24

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

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Charles Ahl, Assistant City Manager
SUBJECT: **Approval of Contract Extension through 2014 for HR Attorney services with Charles Bethel**
DATE: March 4, 2013

INTRODUCTION/ BACKGROUND

The City of Maplewood has retained the services of Chuck Bethel as the Human Resources Attorney since approximately September 2006. Mr. Bethel is currently operating under a contract that was approved on April 9, 2012. The current agreement with Mr. Bethel expires on March 31, 2013. Given the recent decision to extend attorney services through the end of 2014, and to conduct a review and possible request for proposal [RFP] process in 2014, so that attorney services are reviewed, with the potential for new or revised service beginning in 2015, it is appropriate to extend to contract with Mr. Bethel through the end of 2014. There is no proposed increase in compensation for the service, just an extension of hours and terms through December 2014.

The attached contract extension proposes Mr. Bethel to continue providing 1,040 hours per year [or half time] and to office at City Hall at least two days per week. The effective date of the contract will be from April 1, 2013 and will extend through the end of December 2014.

The proposed cost for Mr. Bethel's services is to remain at \$7,000 per month, or \$84,000 per year. In addition, the City provides Mr. Bethel with a membership at the Maplewood Community Center. Similar to Mr. Kantrud, Mr. Bethel rents office space from the City and is provided with printers and office supplies, as well as administrative support. He is billed an amount of \$300 per month for these services. All costs for Mr. Bethel's services during the remainder of 2013 are budgeted at this level. With no increase proposed for services in 2014, that cost will remain in the 2014 Budget when it is prepared.

RECOMMENDATION

It is recommended that the City Council approve the attached contract extension with Charles Bethel for the remainder of 2013 to December 31, 2014 as Human Resources Attorney and authorize the Mayor and City Manager to execute said contract.

Attachments:

1. Contract for Attorney Services

City of Maplewood Contract for Attorney Services

This AGREEMENT entered into this — day of _____, 2013, (the “Effective Date”) by and between the City of Maplewood, Minnesota (hereinafter referred to as “City”) and Charles E. Bethel (hereinafter referred to as “Bethel” or “Attorney”).

WHEREAS, in 2006 the City originally put forth a Request for Proposals (“RFP”) to contract out its legal services for 2 years and in response to that RFP retained Attorney as its City Attorney for Human Resources, Employment and Labor Relations on or about September 11, 2006; and

WHEREAS, the City has found Attorney’s performance as City Attorney to be competent and professional and has continued to retain his services; and

WHEREAS, the City’s original term of two years as set forth in the RFP expired, as has the extensions of the contract through 2012; and

WHEREAS, the City believes it is in the best interests of the City to maintain consistency in its legal representation; and

WHEREAS, Attorney is agreeable to renewing said contract with the City pursuant to the understated proposed terms and conditions

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The City hereby agrees to retain Attorney as the City Attorney for Human Resources, Employment and Labor Relations to perform the functions and duties of City Attorney and such other legally permissible and proper functions and duties as the City Manager and City Council from time to time shall assign. Said duties shall be consistent with and guided by the course-of-conduct established through the previous period of representation, and the parties hereto agree that Attorney shall be available up to 20 hours per week and generally perform at the same level and in the same manner that he has in the past with regard to contract negotiations, drafting and final editing of the labor agreements with all the collective bargaining units for the City. Effective upon approval of this agreement by the City Council, Attorney shall generally be available in a City Hall office for a period of up to 20 hours per week, which shall be established as a minimum average of two full work days per normal work week, which shall include at least Tuesday of each week, plus one regularly scheduled other work day to be established. Additional days as required for office hours in Maplewood shall be as necessary to accomplish tasks as assigned by the Assistant City Manager and/or Human Resources Coordinator. Should such additional office hours exceed 25 hours per week on an extended and/or continuing basis, then the City shall pay Attorney \$125.00 per hour for

such hours over 25 per week, so long as such additional hours and payment has been approved by the City Manager or Assistant City Manager.

Section 2. Term

It is agreed the term of services shall be April 1, 2013 through March 31, 2014.

Section 3. Salary

The City agrees to pay Attorney for his services rendered pursuant hereto at an annual base rate of \$84,000 per year, payable to attorney in the same manner as it is currently paid - in monthly installments of \$7,000. City shall rent Attorney a large office space including computer, printer, fax and normal office services and supplies for \$300.00 per month, but Attorney shall provide his own cell phone. The City shall also provide Attorney a single membership at the Maplewood Community Center (MCC) so long as Attorney maintains usage of the MCC in the same manner as required by other employees.

General Provisions

- A. The text herein shall constitute the entire Agreement between the parties hereto.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Attorney.
- C. If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid or unenforceable, it shall be deemed severable and the remainder of this Agreement shall not be affected and shall remain in full force and effect.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Attorney at any time, because of malfeasance, nonfeasance or gross misconduct.

IN WITNESS WHEREOF, the parties here to have signed and executed this Agreement, both in duplicate, effective on the day and year first above written.

CITY OF MAPLEWOOD

ATTORNEY

Jim Antonen, City Manager

Charles E. Bethel

Will Rossbach, Mayor

AGENDA REPORT

TO: City Manager, Jim Antonen
FROM: IT Director, Mychal Fowlds
SUBJECT: **Consider Authorization for Improvements at 1830 County Road B East – Police Department Expansion Project Phase 2 – Investigations & Server Room Relocation**
DATE: March 5, 2013

Introduction

On March 2, 2012, the City Council adopted as their Number One Goal for 2012 – 2013:

PUBLIC SAFETY

Develop and commit to a plan for meeting the space needs of the police department.

At the June 25th Work Session discussion on this item, the Council directed staff to begin planning for implementation of this goal beginning later in 2012, including the possibility of a sale of CIP Bonds in 2013. On July 9th, the Council approved the preparation of architectural drawings for the Police Expansion and relocation of departments at City Hall as the first steps in the process. The first phase of the improvements is the construction of new offices for Public Works personnel and the relocation of the Community Development staff to 1902 E. County Road B, the Public Works Building. This work is currently underway. We are now prepared to bring the next phase to Council which moves the Investigations Division and the IT server room from their current locations in the Police Department to the City Hall side.

Background

During 2011, the City Council authorized preparation of a study of space needs within the Police Department. The architect performing the study, Larry Koch, of SEH, Inc. provided a summary of the findings and options for expanding the Police Department. That report was finalized and approved by the Council. On February 6, 2012, the City Council reviewed the various options for expansion, including a full project expansion that was the preferred plan of the Police Department and then Chief of Police David Thomalla, but was estimated to cost in excess of \$8.5 million. After much discussion, the Council directed staff to proceed with a plan for using existing City Hall space and relocating some of the City departments to other City Campus facilities that reduced the project cost to approximately \$4.3 million.

On March 2, 2012, the City Council continued the discussion of the City facility needs and directed staff to proceed with implementation by making Public Safety facilities one of their top goals for staff to implement during 2012 – 2014. A CIP Bond for both the 3M Fire Station and the Police Department Expansion was proposed, but not approved for final sale of the bonds. As noted, on June 25, 2012, the Council gave direction to staff to proceed with a CIP Bond proposal that would include \$4.3 million for the Police Department Expansion. A Public Hearing on the Capital Improvement Plan revision and the CIP Bond sale was held on November 26, 2012 with both being approved by the City Council.

With the office space currently being utilized by our Community Development and Parks and Recreation staff soon to be vacated we are now ready to move forward with Phase 2. Phase 2 of the project involves relocating the Investigations Division from their current location in the Police Department to the space that Attachment

1. Phase 2 project drawing

will be vacated by Community Development. This will provide our Investigations Division additional space while vacating space in the Police Department that will be repurposed. Phase 2 also involves relocating the IT Departments server room from the Police Department to the City Hall side as well. The current server room was never meant to be a server room and this space needs to be reclaimed for the Police Department remodeling.

Budget Impact

This project has been planned for and will be funded from the Police Department Expansion Project fund.

Recommendation

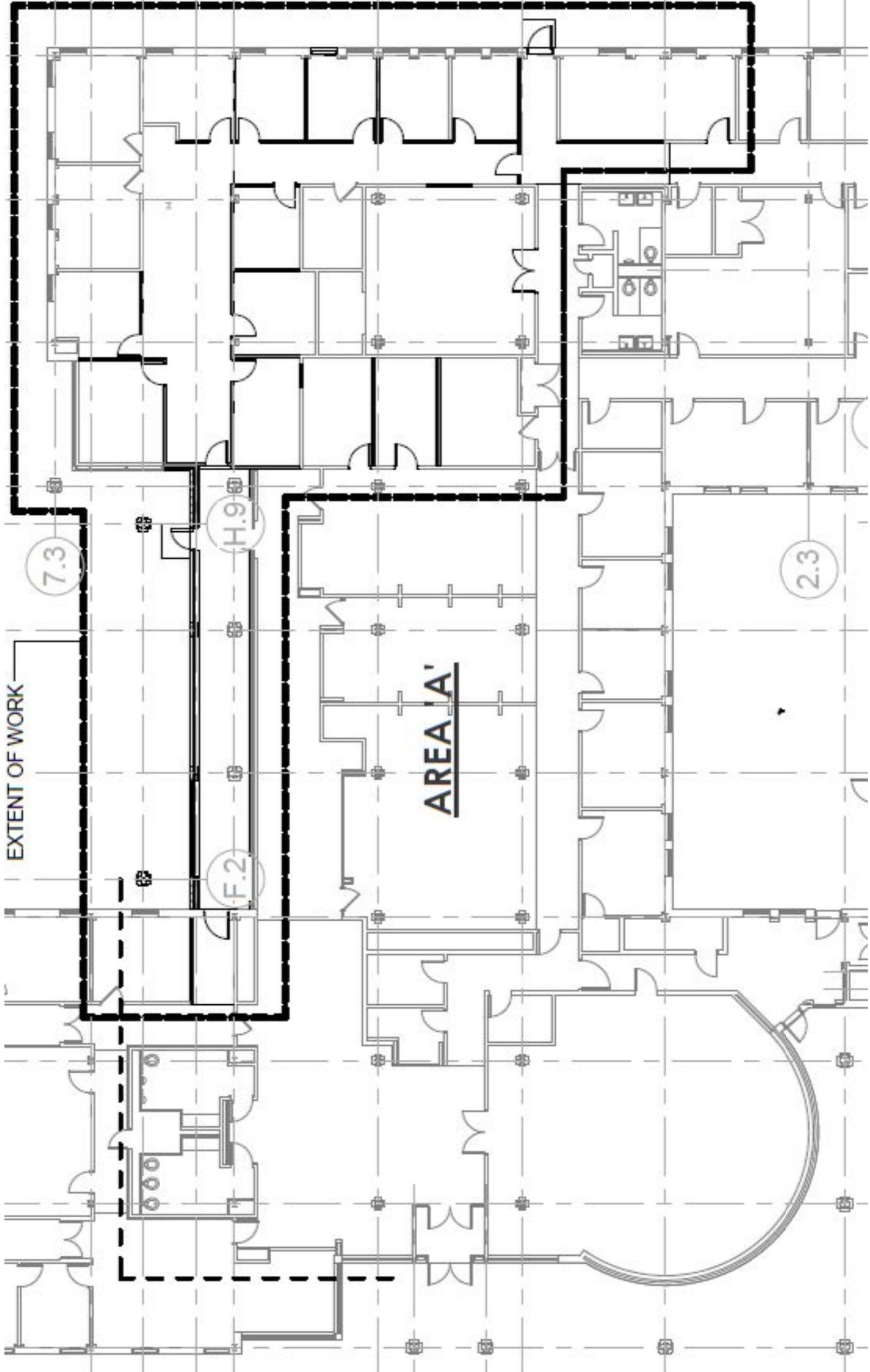
It is recommended that the City Council approve a project as “Improvements at 1830 County Road B East – Police Department Expansion Project Phase 2 – Investigations & Server Room Relocation” not to exceed \$650,000 and which will be located at 1830 County Road B East; approve the plans for the construction work as prepared by the Project Architect from SEH, Inc. and authorize the receipt of project bids for said construction work on April 11, 2013 at 9:00 am according to standard city practice for bid openings.

Action Required

Submit to City Council for review and approval.

Attachment

1. Phase 2 project drawing



EXTENT OF WORK

AREA 'A'

7.3

F.2

H.9

2.3

AGENDA REPORT

TO: Jim Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
DATE: March 6, 2013
SUBJECT: Approval of Penalties for Tobacco Compliance Failures

Introduction

The City of Maplewood conducts compliance checks on all tobacco license holders at least twice a year. In October of 2012, the attached businesses failed the compliance check by selling tobacco to an underage buyer and were issued a criminal complaint for that offense which has been prosecuted.

Background

When the city council began performing tobacco and alcohol compliance checks in 2000, they opted not to have a strict guideline for penalties because some compliance failures are more egregious and warrant stricter penalties.

While the city does not have specified fines for cigarette and tobacco compliance failures, past practice has been to adhere to the following guidelines for imposing penalties for tobacco: first offense \$250, second offense \$500 and the third offense \$750. For a third violation at the same location within 24 months after the initial violation, the licensee's authority to sell tobacco at that location must be suspended for not less than seven days per Minn. Stat. § 461.12, subd. 2.

For alcohol compliance failures, past practice has been to follow State guidelines of imposing a penalty of \$500 for the first offense, \$1,000 for the second offense, \$2,000 if there is a third offense and then suspension or possible revocation of the license.

In January of 2005 the city council implemented an incentive program that includes a one-time 5% discount on the annual intoxicating liquor license fee after remaining violation free for five consecutive years. If after receiving a penalty and remaining violation free for five consecutive years the violation would be removed from their compliance failure record.

Attached is a statistical history of compliance failures for those establishments that have failed tobacco compliance checks that have yet to come before council for an administrative penalty. Following past practice in imposing fines, I have listed what staff is proposing for fines for the current failures.

All establishments have been notified of the proposed civil penalty against them and were requested to attend the March 11, 2013 council meeting.

Consideration

Council consideration for the attached penalties is requested.

Attachment 1: Compliance Failure List

City of Maplewood
Compliance Failure List

BUSINESS NAME - ADDRESS	COMPLIANCE FAILURE	COMPLIANCE DATE	STATUS	COURT DATE	STAFF RECOMMENDATION	COUNCIL ACTION
<u>FLEMINGS AUTO SERVICE - 2271 WHITE BEAR AVE N</u>						
	TOBACCO	10/19/2012	PENDING - COUNCIL ACTION	11/26/2012	PROPOSED \$250 FINE	
<u>HOLIDAY - 280 S MCKNIGHT ROAD</u>						
	TOBACCO	10/19/2012	PENDING - COUNCIL ACTION		PROPOSED \$750 FINE	
	TOBACCO	07/13/2010	COMPLETED	09/13/2010	PROPOSED \$500 FINE	01/10/2011 - APPROVED \$500 FINE
	TOBACCO	12/16/2008	COMPLETED	02/09/2009	PROPOSED \$250 FINE	03/22/2010 - APPROVED \$250 FINE
<u>MADDIE'S MARKET - 1690 MCKNIGHT RD N</u>						
	TOBACCO	10/19/2012	PENDING - COUNCIL ACTION	MINOR-CONFIDENTIAL	PROPOSED \$250 FINE	

AGENDA REPORT

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
SUBJECT: **Consideration to Reschedule April 22, 2013 Council Meeting**
DATE: March 6, 2013

SUMMARY

The second regularly scheduled city council meeting for the month of April is scheduled to be held on April 22, 2013. Numerous Department Heads including the City Manager and the Assistant City Manager will be attending Federal Emergency Management Agency (FEMA) training and will not be available for the meeting. The training is mandatory and is being paid for by Ramsey County Emergency Management as part of their Homeland Security Program.

Staff is requesting that the April 22nd meeting be rescheduled to the fifth Monday of the month which is April 29, 2013.

RECOMMENDATION

Staff recommends that the April 22nd council meeting be rescheduled to the fifth Monday of the month and be held on April 29, 2013.

AGENDA REORT

TO: James Antonen, City Manager
FROM: Karen Guilfoile, Director Citizen Services
SUBJECT: **Consideration to Cancel April 1, 2013 Council Manager Workshop**
DATE: March 6, 2013

SUMMARY

Currently, staff does not have any time sensitive matters that would call for the need of a Council Manager Workshop on Monday, April 1st. Because of this, staff recommends canceling the April 1, 2013 Council Manager Workshop.

RECOMMENDATION

Staff recommends the cancellation of the Council Manager Workshop on April 1, 2013.