



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Tuesday, December 23, 2014

8:00 AM

Conference Room 2A

Special Meeting

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council will be held on Tuesday, December 23, 2014 at 8:00 a.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

ADMINISTRATION DEPARTMENT

1. 14-1064 Proposed changes to the Pay Schedule for Part-time, Seasonal, & Temporary Employees.
Attachments: 2015 Pay Range for Part-time, Seasonal, and Temporary Employees

2. 14-1065 Adopt a resolution establishing 2015 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.
Attachments: 12-23-14 Pay Increase revised
Resolution Establishing Compensation and Benefits for Non-Represented Empl

3. 14-1066 Approval of the 2015-2017 Clerical, Library, Police Officers, and Public Works Bargaining Agreements.
Attachments: Clerical Union contract 2015-2017
Library Union contract 2015-2017
Public Works Union contract 2015-2017
Holidays 2015-2017
Police Union contract 2015-2017

4. 14-1067 Consider approving the verified claims for the period December 9, 2014 to December 18, 2014 in the total sum of \$97,271.13.
Attachments: City Council Bill List 12-22-14.pdf

ADJOURNMENT

Attest: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1064 **Version:** 1 **Name:** Proposed changes to the Pay Schedule for Part-time, Seasonal, & Temporary Employees
Type: Agenda Item **Status:** Passed
File created: 12/18/2014 **In control:** City Council
On agenda: 12/23/2014 **Final action:** 12/23/2014
Title: Proposed changes to the Pay Schedule for Part-time, Seasonal, & Temporary Employees.

Sponsors:

Indexes:

Code sections:

Attachments: [2015 Pay Range for Part-time, Seasonal, and Temporary Employees](#)

Date	Ver.	Action By	Action	Result
12/23/2014	1	City Council	Approved As Presented	Pass

Proposed changes to the *Pay Schedule for Part-time, Seasonal, & Temporary Employees*.

Background Information:

The *Pay Schedule for Part-time, Seasonal, & Temporary Employees* is reviewed on an annual basis and was last adjusted on August 1, 2014 due to the minimum wage rate changing from \$7.25 per hour to \$8.00 per hour. At that time, the City Council approved wage adjustments for employees who were earning less than \$8.00 per hour to comply with the new State established minimum wage. We indicated that we would be coming back to the City Council with a recommended pay structure to be effective January 1, 2015. That allowed departments affected by the minimum wage increase to examine the budget implications.

Staff Recommendation:

Human Resources Director Lynn DeGrio is recommending the approval of the proposed changes to the *Pay Schedule for Part-time, Seasonal, & Temporary Employees* effective January 1, 2015.

Requested City Council Action

Consider approving the proposed changes to the *Pay Schedule for Part-time, Seasonal, & Temporary Employees* effective January 1, 2015.

2015 Pay Range for Part-time, Seasonal, and Temporary Employees

Grade	Minimum	Mid Point	Maximum	Jobs Assigned to Grade
7	\$13.75	\$14.75	\$15.75	GIS Assistant
6	\$12.75	\$13.75	\$14.75	Snow Plow Driver Maintenance Supervisor (Golf)
5	\$11.75	\$12.75	\$13.75	
4	\$9.75	\$10.75	\$12.25	Beach Manager Maintenance (part-time) (Civic Center) Pool Coordinator Pro Shop Manager
3	\$8.75	\$9.25	\$10.25	Coach Concessions Lead Lifeguards Maintenance Assistant (seasonal) (Civic Ctr. & Pub. Wrks) Part-time Instructors Pro Shop Cashier II Scanner II
2	\$8.25	\$8.75	\$9.75	Enrichment Staff Parking Enforcement Pro Shop Cashier I Scanner I
1	\$8.00	\$8.50	\$9.50	Animal Control Facility Attendant Concession Stand Worker Driving Range Attendants Maintenances (seasonal) (Golf) Outdoor Services (seasonal) (Golf) Starter/Ranger Warming House Attendant



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1065 **Version:** 1 **Name:** Adopt a resolution establishing 2015 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

Type: Agenda Item **Status:** Passed

File created: 12/18/2014 **In control:** City Council

On agenda: 12/23/2014 **Final action:** 12/23/2014

Title: Adopt a resolution establishing 2015 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

Sponsors:

Indexes:

Code sections:

Attachments: [12-23-14 Pay Increase revised](#)
[Resolution Establishing Compensation and Benefits for Non-Represented Employees](#)

Date	Ver.	Action By	Action	Result
12/23/2014	1	City Council	Approved As Presented	Pass

Adopt a resolution establishing 2015 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

Background Information:

We have concluded contract negotiations with four of the five bargaining units and have been consistent with wage increases of 1.5% for 2015. Attached is a resolution along with a spreadsheet indicating the recommended wage increases for City of Grand Rapids' Exempt and Non-Exempt Non-Represented employees. The recommended increases include a 1.50% cost of living adjustment as well as some longevity pay recommendations. Since the compensation study was completed in 2011, we have been trying to move employees through the position pay grade assignments in order to avoid compression issues.

The City's contribution to the Health Savings Account (HSA) will remain at the same level as 2014, which is \$4,000 for those employees with family coverage and \$2,000 for those employees with single coverage and health insurance premium split will remain as follows:

Family coverage 80% City/20% Employee

Single coverage 90% City/10% Employee

For employees participating in a Phased Retirement Option, the City's contribution to their HSA will be equivalent to that of single coverage (\$2,000.00).

Staff Recommendation:

Attached is a resolution along with a spreadsheet indicating the recommended increases for 2015. We are recommending that the regular City employees who are in collective bargaining agreements with the City, part-time, seasonal and temporary are specifically excluded from this recommendation, as they will be addressed in separate proposals.

This is a budgeted request.

Requested City Council Action

Adopt a resolution establishing 2015 compensation for City of Grand Rapids Exempt & Non-Exempt, Non-Represented Employees.

2015 COMPENSATION RECOMMENDATIONS
NON REPRESENTED/EXEMPT EMPLOYEES

PTS	DEPARTMENT	TITLE	GRADE	MINIMUM	MIDPOINT	MAXIMUM	ACTUAL	1.5% INCREASE	Final 2015	YRS IN POS	TO MAX	2014 to Max
				0-4 years	5-9 years	10 years	2014	wage				
		Assistant Superintendent/Equipment Supervisor	4	33,983.64	37,817.08	41,928.47	38,100.00	38,671.50	38,671.50	17	92.23%	90.87%
398	Golf	Director of Golf	11	54,570.30	60,725.96	67,327.96	62,000.00	62,930.00	62,930.00	26	93.47%	92.09%
200	Community Development	Building/Fire Inspector	7	41,631.42	46,327.55	51,364.18	48,960.00	49,694.40	49,694.40	3	96.75%	95.32%
240	Information Technology	Network Technician	8	44,545.62	49,570.47	54,959.67	49,508.38	50,251.01	50,251.01	4	91.43%	90.08%
270	Community Development	Community Development Specialist	9	47,663.81	53,040.41	58,806.85	52,576.43	53,365.08	58,806.85	10	100.00%	89.41%
347.5	Public Works	Facilities Maintenance Manager	10	51,000.28	56,753.24	62,923.33	58,286.29	59,160.58	60,455.29	8	96.08%	92.63%
358	Community Development	Building Official	11	54,570.30	60,725.96	67,327.96	62,223.98	63,157.34	63,157.34	2	93.81%	92.42%
388.5	Library	Assistant Library Director	11	54,570.30	60,725.96	67,327.96	57,820.00	58,687.30	60,725.96	5	90.19%	85.88%
413	Finance	Assistant Finance Director	12	58,390.22	64,976.78	72,040.92	65,280.00	66,259.20	66,259.20	2	91.97%	90.62%
510	Library	Director of Library Services	13	62,477.54	69,525.15	77,083.78	70,500.00	71,557.50	72,548.60	7	94.12%	91.46%
513	Administration	Director of Human Resources	13	62,477.54	69,525.15	77,083.78	69,176.03	70,213.67	72,548.60	7	94.12%	89.74%
540	Parks and Recreation	Director of Parks and Recreation	13	62,477.54	69,525.15	77,083.78	72,759.84	73,851.24	77,083.78	15	100.00%	94.39%
530	Information Technology	Directory of Information Technology	14	66,850.96	74,391.92	82,479.65	72,300.00	73,384.50	76,009.47	6	92.16%	87.66%
530	Police	Assistant Chief of Police	14	66,850.96	74,391.92	82,479.65	75,000.00	76,125.00	76,125.00	5	92.30%	90.93%
615	Community Development	Director of Community Development	15	71,530.53	79,599.35	88,253.22	81,493.58	82,715.98	88,253.22	13	100.00%	92.34%
615	Finance	Director of Finance	15	71,530.53	79,599.35	88,253.22	78,795.00	79,976.93	79,976.93	2	90.62%	89.28%
615	Engineering	City Engineer	15	71,530.53	79,599.35	88,253.22	76,500.00	77,647.50	77,647.50	2	87.98%	86.68%
665	Public Works	Director of Public Works	16	76,537.67	85,171.30	94,430.95	91,769.63	93,146.17	94,430.95	29	100.00%	97.18%
685	Police	Chief of Police	16	76,537.67	85,171.30	94,430.95	85,000.00	86,275.00	86,275.00	5	91.36%	90.01%
790	Administration	City Administrator	18	87,627.98	97,512.63	108,113.99	104,040.00	105,600.60	105,600.60	2	97.68%	96.23%

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION No. 15-

**ESTABLISHING COMPENSATION AND BENEFITS FOR
CITY OF GRAND RAPIDS
NON-REPRESENTED EMPLOYEES**

WHEREAS, the Grand Rapids City Council has established that employment with the City of Grand Rapids should be attractive from a career perspective and that the compensation and benefit plan for the City of Grand Rapids' non-represented employees shall be founded on the principle of equitable and adequate compensation and benefits; and further, that said compensation and benefit plan shall be as competitive as possible in the judgment of the City in order to attract and retain people of the highest caliber so that the citizens of Grand Rapids can be assured that their best interests are being served; and,

WHEREAS, the City of Grand Rapids' past practices provide that adjustments to salary schedules are generally made on January 1st and are based on such factors as changes in the cost-of-living, labor markets, recruiting experience, financial condition of the City, reclassification studies, etc.; and

WHEREAS, the City has ratified all contracts with the City's bargaining units through December 31, 2017; and,

WHEREAS, the City has not adjusted salaries for non-represented employees for the period January 1, 2015 through December 31, 2015; and

WHEREAS, the City Administrator has evaluated all Department Heads and has determined that they all have either met or exceeded their job requirements; and

NOW, THEREFORE BE IT RESOLVED that the exempt and non-exempt non represented staff receive a cost of living adjustment of 1.5% of their base salary as well as other adjustments as indicated on the attached spreadsheet. Fire Department personnel will receive a 1.5% increase. All increases will be effective January 1, 2015.

BE IT FINALLY RESOLVED that regular City employees who are in collective bargaining agreements with the City, part-time, temporary and seasonal employees, and elected officials are specifically excluded from this resolution. Pay increases for union employees are governed by their collective-bargaining agreements, and all other 2015 salary increases will have already been approved by the City Council.

Adopted this 23rd day of December, 2014.

Dale Adams, Mayor

ATTEST:

Kimberly Johnson-Gibeau, City Clerk

Councilor _____ seconded the foregoing resolution and the following voted in favor thereof: Chandler, Sanderson, Zabinski, Christy, Adams; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1066 **Version:** 1 **Name:** Approval of the 2015-2017 Clerical, Library, Police Officers, and Public Works Bargaining Agreements.

Type: Agenda Item **Status:** Passed

File created: 12/18/2014 **In control:** City Council

On agenda: 12/23/2014 **Final action:** 12/23/2014

Title: Approval of the 2015-2017 Clerical, Library, Police Officers, and Public Works Bargaining Agreements.

Sponsors:

Indexes:

Code sections:

Attachments: [Clerical Union contract 2015-2017](#)
[Library Union contract 2015-2017](#)
[Public Works Union contract 2015-2017](#)
[Holidays 2015-2017](#)
[Police Union contract 2015-2017](#)

Date	Ver.	Action By	Action	Result
12/23/2014	1	City Council	Approved As Presented	Pass

Approval of the 2015-2017 Clerical, Library, Police Officers, and Public Works Bargaining Agreements.

Background Information:

We have concluded labor negotiations with the Clerical, Library, Police Officers, and Public Works represented employees, and we have tentatively agreed with the attached proposal. The essential components of the agreements are:

WAGES

2015 - 1.5% wage increase
 2016 - 2.5% wage increase
 2017 - 3.0% wage increase

CITY'S CONTRIBUTION TO EMPLOYEE GROUP INSURANCE PREMIUM (City Plan)

2015 - 80% Family/90% Single
 2016 - 80% Family/90% Single
 2017 - 80% Family/90% Single

CITY'S CONTRIBUTION TO EMPLOYEE GROUP INSURANCE PREMIUM (49ers Plan)

2015 - \$1,200
 2016 - \$1,250
 2017 - \$1,300

HOLIDAYS

Clerical - eliminate Columbus Day, add Floater
 Library - eliminate Saturday before Easter, add Friday after Thanksgiving Day, add 1/2 Floater
 Police - no change
 Public Works - eliminate Good Friday, add Day after Thanksgiving, add Floater

Staff Recommendation:

City Administrator Tom Pagel and Human Resources Director Lynn DeGrio are recommending the approval of the 2015-2017 Clerical, Library, Police Officers, and Public Works Bargaining Agreements.

Requested City Council Action

Consider approving:

1. Collective Bargaining Agreement By and Between the City of Grand Rapids and International Union of Operating Engineers, Local No. 49 (Clerical Union)
2. Collective Bargaining Agreement By and Between the City of Grand Rapids and American Federation of State, County and Municipal Employees, Local No. 3456A (Library Union)
3. Collective Bargaining Agreement By and Between the City of Grand Rapids and Law Enforcement Labor Services, Inc. Local No. 239 (Police Officers Union)
4. Collective Bargaining Agreement By and Between the City of Grand Rapids and International Union of Operating Engineers, Local No. 49 (Public Works Union)

and authorize the Mayor and City Administrator to execute the agreements.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 49**

CLERICAL

January 1, 2015 – December 31, 2017

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PREAMBLE

This Agreement is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Local 49 of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations (hereafter the “Union”).

ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to place in written form the parties’ full and complete agreement upon the terms and conditions of employment for the duration of the Agreement; and to establish procedures for the resolution of disputes concerning the interpretation and application of the terms of this Agreement.

ARTICLE 2 DEFINITIONS

Section 2.1. “Union” means the International Union of Operating Engineers, Local No. 49, the exclusively recognized bargaining unit.

Section 2.2. “Employer” means the City of Grand Rapids, Minnesota.

Section 2.3. “Union member” means a member of the International Union of Operating Engineers, Local No. 49.

Section 2.4. “Employee” means an employee of the City of Grand Rapids Clerical Unit as recognized herein.

Section 2.5. “Regular rate of pay” means an employee’s straight-time hourly pay rate exclusive of any other allowances.

Section 2.6. “Call out pay” means the 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 regular work shift.

ARTICLE 3 RECOGNITION

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the clerical bargaining unit composed of all eligible employees of the City of Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, and whose job classifications are listed in Appendix A to this Agreement. All other City of Grand Rapids employees in job classifications not listed in Appendix A, are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. If a full-time employee covered under this Agreement requests and is granted a leave of absence, management has the right to fill the absent employee’s position with a temporary part-

time or full-time replacement employee for the duration of the leave of absence, and the temporary part-time or full-time replacement employee shall be exempt from inclusion in and under this bargaining unit until such time that the full-time employee returns to his or her position. The duration of the leave shall not exceed the limitations established in Article 16 of this Agreement. At the conclusion of the leave of absence, the part-time or full-time replacement employee shall be removed from the returning employee's position. In the event that a full-time employee on a granted leave of absence does not return to work at the conclusion of the granted leave, and the replacement employee is hired to fill the vacant position, the Employer will waive the probationary period if the replacement employee has over six (6) months of employment with the Employer in the vacant position.

ARTICLE 4 UNION EXCLUSIVITY/DUES CHECK OFF/FAIR SHARE

Section 4.1. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employee or group of employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement. The Employer will not assist or otherwise encourage any other employee organization that seeks to bargain for employees covered by this Agreement, including providing payroll deductions to other employee organizations.

Section 4.2. The Employer shall deduct the monthly Union membership dues from the earnings of those employees who authorize such deductions in writing or who are covered under the fair-share clause of this Agreement. Such deductions shall be made from the payroll period ending the first or last half of each month, and the total amount the deductions shall be immediately transmitted to the Secretary of Local 49 (address to be supplied by the Union) with a notation of any change of employees from whom payroll deductions were made. An employee may terminate his or her payroll deductions by written notice delivered to the Secretary of Local 49, who shall forthwith transmit a copy of such termination to the Employer's Finance Department.

Section 4.3. Upon request of the Union, the Employer shall provide the Union with a list of all employees in the bargaining units represented by the Union.

Section 4.4. The provisions of this Article shall be administered in accordance with existing law.

Section 4.5. The Union agrees to indemnify, save, and hold the Employer harmless from and 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 as a result of the Union under the provisions of Article 4, including Fair Share deductions and remittances.

ARTICLE 5 RESPONSIBILITIES OF THE PARTIES

Section 5.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party and agree to discharge their respective responsibilities under this 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 to this dedication.

Section 5.2. The Employer, the Union and the employees are firmly bound to observe the conditions of this Agreement.

Section 5.3. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (1) The applicable procedures of this Agreement will be followed for the settlement of all grievances, as provided in Article 15. All grievances shall be considered carefully and processed promptly in accordance with the grievance procedures contained in Article 16 of this Agreement.
- (2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 6 MANAGEMENT RIGHTS

Section 6.1. The management of the City of Grand Rapids, has the inherent managerial right to direct the work force, to direct, plan and control the City's operations and services, to determine the method, means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, to hire, recall, transfer, promote, demote, suspend, discipline, and discharge employees for good and sufficient reason, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees, in exercising these rights, it will not alter this Agreement.

Section 6.2. The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota. 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 HOURS OF WORK

Section 7.1. The regular work-day shall consist of eight (8) hours. Service to the public or interests of the Employer may require the Employer to establish regular shifts for some or all employees on a daily, weekly, seasonal, or annual basis other than the normal 8-hour work-day. The regular workweek commencing at 12:01 a.m. Sunday shall be Monday through Friday, and shall consist of forty (40) hours. In the event that the Employer establishes a seasonal regular work-day and work-week for employees consisting of four days in a workweek with a 10-hour shift length per day in a given workweek, for a period of time in the Employer's discretion, which may consist of consecutive or non-consecutive weeks, the Employer will not establish a split workweek for said period of time, but will establish a workweek for said period that is either Monday through Thursday or Tuesday through Friday. Any time worked by an employee less than forty (40) hours per week shall be compensated for on the basis of actual time worked. Notwithstanding the foregoing, the Employer has the sole authority to establish and modify work

schedules. The Employer may modify the existing work schedule upon 2 weeks notice to employees; provided, however, if an event which is unanticipated occurs, which precludes such notice period, notice shall be considered waived by the signatory parties hereto. Employees shall be eligible for call-out pay, as described in Section 7.4, for modifications to the work schedule that are not preceded by at least one (1) week's notice.

The signatory parties hereto have agreed that positions that require an alternate work schedule, other than that described above, shall be excluded from the provisions of Section 7.1 and Section 7.3 relating to the Monday through Friday workweek and payment of overtime. The workweek for such employees with alternate schedules will be Sunday through Saturday. The Employer will not establish a split workweek for said period of time.

Section 7.2. Each employee shall be eligible for one (1) fifteen (15) minute paid rest period during each four (4) hour work period as scheduled by the employee's immediate supervisor.

Section 7.3. For the purpose of computing overtime under Article 8 and not as a limitation upon the scheduling of an employee for work, the workweek shall consist of five (5) days Monday through Friday, unless otherwise provided by the Employer in Section 7.1.

Section 7.4. Each employee who is required to work during his or her regular scheduled days off or time off, shall receive a minimum of two (2) hours pay. The two-hour minimum does not apply to hours immediately preceding or following a scheduled shift. This call-out pay shall be exclusive of any other provision of this Agreement. An employee who commences work earlier than his or her normal work day or remains after his or her normal quitting time is not considered eligible for call out pay. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE 8 OVERTIME HOURS

Section 8.1. Overtime at one and one-half (1-1/2) times the employees regular rate of pay shall be approved by the employee's department head/supervisor and shall be paid for hours worked:

- (1) In excess of the scheduled shift length in any regular workday.
- (2) In excess of forty (40) hours in any normal workweek.
- (3) When an employee on a regular work-day completes his or her normal work-day and is required by the Employer to work additional consecutive hours during such day, the employee shall be paid overtime for such consecutive hours worked provided the hours worked exceed the scheduled shift length. For purposes of calculating overtime under this paragraph and except as otherwise provided herein, the scheduled shift length may not exceed ten (10) hours in a work-day without payment of overtime for the consecutive hours worked in excess of ten (10) hours.
- (4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular work week for a total of forty (40) regular hours.

Section 8.2. Notwithstanding the foregoing, the Employer and employee may agree in writing to an alternate scheduling arrangement, from time to time, allowing an employee to work for longer or shorter periods of time than the scheduled shift length on a given day or days within the same workweek for the purpose of accommodating a specific need of the employee or Employer (e.g., a request by an employee to make up hours on a given day or days during the same workweek for a scheduled out of work function) and still meet the employee's normal workweek. In this event, the additional hours worked by the employee in excess of the scheduled shift length will not be subject to payment of overtime, unless such hours exceed the employee's normal workweek.

Section 8.3. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premium(s) shall be used. To the extent that hours are compensated for at overtime rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

ARTICLE 9 COMPENSATORY TIME

Section 9.1. An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such request for payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

Section 9.2. The maximum amount of hours that may be in the compensatory time bank at any given time is thirty (30) hours. For each hour of overtime accumulated, the employee shall be entitled to one and one-half (1-1/2) hours of work without loss of pay (pursuant to the Federal Fair Labor Standards Act).

Section 9.3. An employee must obtain department head/supervisor approval to take compensatory time off, which may be granted or denied at the sole discretion of the department head/supervisor. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted by Section 9.2. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflicts shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

ARTICLE 10 SHOE ALLOWANCE – COMMUNITY ASSISTANCE OFFICER (POLICE)

Effective January 1, 2015, the Community Assistance Officer (Police) shall be entitled to a safety shoe allowance in the amount of two hundred dollars (\$200.00) in 2015, two hundred dollars (\$200.00) in 2016, and two hundred dollars (\$200.00) in 2017 for the purchase of approved footwear. The employee shall wear the approved footwear at all times while in the service of the Employer. Approved footwear shall be determined by the Chief of Police in the Chief's discretion and such determination shall not be subject to the grievance procedure.

**ARTICLE 11
HOLIDAYS**

Section 11.1. All employees shall receive the following holidays:

New Year's Day	Fourth of July	Christmas Day
M.L.K. Birthday	Labor Day	Thanksgiving Day
Floater	Veteran's Day	Friday after Thanksgiving Day
Memorial Day	President's Day	

provided they work their last scheduled day of work prior to or following said holiday, unless they have failed to report due to legitimate illness of employee or due to death in the immediate family.

An employee shall be allowed to use accrued, paid leave time on Good Friday provided the employee requests such leave at least thirty (30) days in advance.

Section 11.2. All employees who are required to work on any of the above-mentioned holidays, shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay in addition to regular pay for the employee's work that day.

Section 11.3. When a paid holiday falls on a day on which the employee is using his or her Flexible Time Off, the employee shall not be charged with a day of Flexible Time Off for that day.

Section 11.4. In the event that the employee is scheduled off duty on a paid holiday, and is called out to work, the employee shall receive a minimum of four (4) hours pay, or compensatory time. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay.

Section 11.5. If any holiday falls on Saturday, the previous day shall be taken as a paid holiday. If it falls on a Sunday, the following day shall be the paid holiday.

Section 11.6. In the event Christmas Eve falls on a normal workday, it shall be considered a one-half (1/2) day holiday. If Christmas Eve falls on a Saturday or Sunday in any year, it shall not be considered a holiday.

**ARTICLE 12
FLEXIBLE TIME OFF PLAN**

Section 12.1. As of the effective date of the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, said Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the Union shall be subject to the Employer's Flexible Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 12.2. The interpretation and application of the Employer’s Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 12.3. Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time employees or limited-term employees, as defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

Completed Years of Employment Flexible Time Off Accrued

Completed Years of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320
After the 9th anniversary through the 14th anniversary	35	280	10.7692
After the 14th anniversary	39	312	12.

Regular part-time employees will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time employee

The City computerized payroll system is the official record for Flexible Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the employee’s anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

Section 12.4. Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days Per Year	Hours Per Year	Hours Per 80 hour Pay Period
4	32	1.2308

Section 12.5. All employees with one (1) through twenty-four (24) years of service will contribute twenty five dollars (\$25.00) per pay period into their Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, Section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All employees

with twenty-five (25) or more years of service will contribute fifty dollars (\$50.00) per pay period into their Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, Section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents.

Section 12.6.

All employees with one (1) or more years of service who leave City employment, which includes voluntary and involuntary termination, will contribute one hundred percent (100%) of their severance pay, i.e., accumulated and unused FTO, into the HCSP.

ARTICLE 13
SENIORITY

Section 13.1. Seniority status shall be granted to all employees and an employee's position on the seniority list shall be determined on the basis of the employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit as certified by the Bureau of Mediation Services, Case Number 88-PR-26 dated February 24, 1988. Employees upon completion of a probationary period of six (6) months shall be placed on a seniority list as of the first day of their employment within the bargaining unit. Probationary employees may be terminated by the Employer at any time during the probationary period for any reason. The Employer and Union recognize that there may be unusual circumstances where the Employer may extend the initial probationary period for an additional six (6) months, provided the Employer notifies the Union in writing of the specific reason for extending the employee's probationary period, and the Employer provides the Union with an opportunity to meet to discuss the Employer's decision should the Union request such a meeting within ten (10) days of notification. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all employees who change classification within the bargaining unit.

Section 13.2. Seniority shall be unit seniority. In the event of a layoff, reduction in work force or the elimination of a position, the work force shall be reduced or position eliminated based upon the employee's seniority and ability to perform available work. In the event of a layoff, reduction in work force or the elimination of a full-time position, the affected employee may displace the most junior employee in the bargaining unit, or if the most junior employee is part-time, then the affected employee shall have the option to displace the most junior full-time employee in the bargaining unit, provided that in the judgment of the Employer, the employee has the necessary qualifications and/or experience to perform the duties of the job involved. In the event of a layoff, reduction in work force or the elimination of a permanent part-time position, the affected employee may displace the most junior part-time employee in the bargaining unit provided that in the judgment of the Employer, the employee has the necessary qualifications and/or experience to perform the duties of the job involved. In the event that the employee does not agree with the Employer's decision, the employee shall have the right to appeal through the grievance procedure. An employee who is laid off shall be rehired according to qualifications and seniority in the inverse order of the layoff. Such employee shall be notified in writing regarding such layoffs, reduction of force or elimination of position as well as re-hiring, as the case may be. Such written notification shall be sent to such employee with a copy of same submitted to the Union. In the event the Employer intends to make a layoff or reduction in work force, the Employer shall notify the Union in writing at least ten (10) days prior to the effective date of the layoff or reduction in work force. During this period or prior to receiving notice, the Union may request a meeting with the Employer to discuss the layoff or reduction in work force. Any employee who uses seniority

to avoid a layoff as provided herein shall continue to accumulate flexible time off in accordance with the employee's length of service with the City.

Section 13.3. When two or more employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by lot. No later than February 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each employee in the order of seniority and reflect each employee's date of service along with current job classification.

Section 13.4. Employees shall have thirty (30) calendar days from the first date of posting of the seniority list to notify the City of Grand Rapids of any disagreements over the seniority roster. After 30 days, the seniority list shall be deemed conclusively correct for purposes of this Agreement.

ARTICLE 14 LOSS OF SENIORITY

An employee shall cease to have seniority, if:

- (1) The employee does not return to work on the specified return date as contained in a written leave of absence; or from lay-off within five (5) calendar days after being given notice by registered mail to return to work at the employee's last known address.
- (2) The employee's layoff from employment has been for more than twenty-four (24) months.
- (3) The employee is discharged for just cause not reversed by the grievance procedure.
- (4) The employee voluntarily terminates his or her employment.
- (5) The employee is on a medical leave of absence for a period in excess of that permitted by the Employer pursuant to Article 16.
- (6) The employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of absence for two days or more.

ARTICLE 15 VACANCIES PROMOTIONS AND TRANSFERS

Section 15.1. The Employer may fill vacancies by posting internally and externally for applicants. Preference shall be given to senior employees over junior employees and external applicants provided that the following qualifications are equal in the Employer's judgment. In judging qualifications, the following factors will be considered.

- (1) demonstrated work behavior
- (2) knowledge, skills and ability
- (3) ability to get along with co-workers
- (4) past and present job experience
- (5) past and present education and training
- (6) past and present work record.

(7) responses to interview questions.

Section 15.2. Notice of classification and location of positions available in the City of Grand Rapids will be posted by the Employer at least five (5) days prior to filling such vacancy. Employees in the same job class (see Appendix A) may request consideration for lateral transfer by submitting a memorandum to the Employer within the stated time limit. All employees submitting such a memorandum within the stated time limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the Appointing Department is still interested in seeing additional candidates. The Appointing Department has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

Section 15.3. The successful applicant filling a vacant position shall be on probation for a period of twelve (12) weeks from the date of selection or promotion. If, while the applicant/employee is on probation, the Employer determines that the employee is unqualified for that position, the Employer will have the right to return the employee to his or her prior position without posting. The applicant/employee, while on probation, shall accrue all benefits entitled to them. The Employer's decision to return the employee to his or her former position during the probationary period shall not be subject to the grievance procedures of this Agreement. The employee shall have the right to return to his or her prior position without posting within six (6) weeks of the date of selection or promotion.

Section 15.4. When an employee applies for and is assigned a different job classification, the employee shall be paid the applicable rate for that assigned position. All seniority rights for the purpose of fringe benefits shall be maintained.

Section 15.5. If an employee, in the judgment of the Employer, works in a higher classification of work in excess of two (2) consecutive pay periods, the employee shall be paid for all time worked at the higher classification rate of pay.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1. **Definition.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 16.2. **Union Representative.** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 16.3. **Processing 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 department head/supervisor who has determined that such absence is reasonable

and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a “reasonable amount of time” as used in this Subsection 15.3.

Section 16.4. Grievance Procedure. A grievance, as defined by Section 15.1, shall be resolved in conformance with the following procedure:

Step 1 – An employee or the Union, claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the employee is or should have been aware of the alleged violation, present such grievance to the employee’s immediate supervisor. The employee’s immediate supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing and submitting it to the department head setting forth the nature of the employee’s grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the employee of the Employer’s Step 1 answer, or such grievance shall be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the department head and/or the Employer-designated Step 2 representative. The department head and/or the Employer-designated representative shall give the Union the Employer’s Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance meeting. A grievance not resolved in Step 2 may be appealed to Step 3. An appeal to Step 3 by the Union must be made in writing and submitted to the Employer within ten (10) calendar days of receipt by the Union of the Employer’s Step 2 answer, or such grievance shall be considered waived.

Step 3 – If appealed, the written grievance shall be presented by the Union and discussed with the city administrator and/or the Employer-designated Step 3 representative. The city administrator and/or the Employer-designated representative shall give the Union the Employer’s Step 3 answer in writing within ten (10) calendar days after the Step 3 grievance meeting. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of receipt by the Union of the Employer’s final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer’s Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

Step 3A – If the Employer and the Union mutually agree within ten (10) calendar days after receipt by the Union of the Employer’s Step 3 final answer, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation as opposed to appealed to Step 4. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) calendar day period shall be considered waived.

Step 4 – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, and the rules and regulations of the Bureau of Mediation Services.

Section 16.5. 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 to the arbitrator in writing by the Employer and the Union 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 and effect of law. The arbitrator's decision shall be submitted in writing to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator's 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 expressed terms of this Agreement and to the facts of the grievance presented.

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 representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 16.6. Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 16.7. Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation of Step 3A, 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 this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized—Step 4 of this Article or another appeal procedure—and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under

this Article. Upon instituting a proceeding in another forum, as described herein, the employee shall waive his or her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 17 LEAVES OF ABSENCE

Section 17.1. FMLA and Parental Leave. Family and Medical Leave Act leave and parental leave shall be available to eligible employees in accordance with the existing law and policies adopted by the Employer.

Section 17.2. Extended Medical Leave. In the case of: (1) an extended illness, after an employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and Family and Medical Leave Act leave for which the employee is eligible, or (2) the birth or adoptive placement of a child after the employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the employee is eligible, the employee shall be granted a six (6) month leave of absence without having his or her name removed from the payroll. Any further extension of the six (6) month leave will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for extension of leave by an employee beyond six (6) months, the employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union of its decision in writing, and the Employer shall provide the Union with an opportunity to meet to discuss the Employer's decision provided the Union requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave. A leave of absence may be canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment.

ARTICLE 18 TRAINING AND/OR EDUCATION

When the immediate department head/supervisor grants approval for training and/or developmental activities, such activities shall be considered to be work assignments and therefore regular wage rates will apply for time spent on such activities. The employee shall receive advance compensation for tuition and expenses, with the exception of mileage, which will be calculated on an amount per mile basis and reimbursed upon return. With regards to correspondence courses, the employee shall be reimbursed upon completion of such courses. Such courses must be pre-approved by the Employer in order to be eligible for reimbursement.

ARTICLE 19 GENDER

Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and whenever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 20 UNION RIGHTS

Section 20.1. The Employer agrees to permit negotiation or grievance committee members to appear at all negotiating or grievance meetings with the Employer in negotiations or disputes. The negotiations or grievance committee shall consist of two (2) members. A list of the committee members shall be submitted to the Employer each year prior to negotiations.

Section 20.2. Representatives of Local 49 of International Union of Operating Engineers, AFL-CIO shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other matters, which the Union is permitted by law to investigate.

Section 20.3. The Employer will erect and maintain a bulletin board of reasonable size where employees report for work, space upon such bulletin board shall be reserved for the use of the Union, employees or Employer to post any notices or documents relating to the Union, employees and Employer's affairs.

ARTICLE 21 SEPARABILITY AND ASSIGNS

Section 21.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment of decree of a Court of competent jurisdiction because of any conflict with Minnesota State law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

Section 21.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 22 WAIVER

Section 22.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements.

Section 22.2. The parties 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 subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 22.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 22.4. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**ARTICLE 23
RIGHT TO SUB-CONTRACT**

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting any or all of the work performed by employees covered by this Agreement. Any subcontracting in excess of six (6) months duration would require an evaluation of the job by the Employer with the intent of making the affected position a fulltime position. Intermittent employment will not nullify this requirement

**ARTICLE 24
DURATION OF AGREEMENT**

Except as otherwise provided, this Agreement will continue in effect and in force from January 1, 2015 through December 31, 2017. Either party shall have the right to give written notice to the other party one hundred twenty (120) days prior to January 1, 2018 of their desire to reopen for the purpose of negotiations and settlement of a new Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY COUNCIL, GRAND RAPIDS

**LOCAL 49, INTERNATIONAL UNION
OF OPERATING ENGINEERS**

By: _____
Dale Adams, Mayor

By: _____
Glen Johnson, Business Manager

By: _____
Tom Pagel, City Administrator

By: _____
William Bentley,
Area Business Representative

Date: _____

Date: _____

APPENDIX A
UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED

In accordance with Article 3 of this Agreement, the Union shall be the exclusive representative for eligible employees of the Clerical Unit (as the unit is defined by the Employer) who have the following job classifications:

Accountant
Payroll Clerk/Human Resources Technician (Finance)
Accounting Technician/Accounts Payable (Finance)
City Clerk
Administrative Assistant (Administration)
Administrative Assistant (Community Development)
Administrative Assistant (Police)
Administrative Assistant (Police)
Administrative Assistant (Public Works)
Community Assistance Officer (Police)
Concession Manager/Administrative Assistant (Civic Center)
GIS Coordinator
Recreation Program Coordinator

All other positions, job classifications and employees of the City shall be excluded from the Union. No other employees shall become a member of the Union except by the written agreement of the Employer and Union or by a unit determination order from the Bureau of Mediation Services made in accordance with Minnesota Statutes, Chapter 179A.

CLERICAL UNION
APPENDIX A-1: CLASSIFICATION AND RATES OF PAY
CONTRACT 2015 - 2017

	LONGEVITY PAY SCHEDULE							
	Step 1 0-1 Year Effective - 1/1/15 (1.5%)	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years	Step 5 4 years	15 Years	20 Years	25 Years
						15 Years	20 Years	25 Years
Class 1	\$ 16.7324	\$ 17.6907	\$ 18.7313	\$ 19.7722	\$ 20.8126	\$ 21.0626	\$ 21.3126	\$ 21.5626
Class 2	\$ 17.4811	\$ 18.5647	\$ 19.6485	\$ 20.7318	\$ 21.8154	\$ 22.0654	\$ 22.3154	\$ 22.5654
Class 3	\$ 17.8946	\$ 19.0127	\$ 20.1314	\$ 21.2497	\$ 22.3682	\$ 22.6182	\$ 22.8682	\$ 23.1182
Class 4	\$ 18.8850	\$ 20.0652	\$ 21.2457	\$ 22.4257	\$ 23.6062	\$ 23.8562	\$ 24.1062	\$ 24.3562
Class 6	\$ 23.7885	\$ 25.2751	\$ 26.7621	\$ 28.2486	\$ 29.7353	\$ 29.9853	\$ 30.2353	\$ 30.4853
Effective - 1/1/16 (2.5%)								
Class 1	17.1507	18.1330	19.1996	20.2665	21.3329	21.5829	21.8329	22.0829
Class 2	17.9182	19.0288	20.1397	21.2501	22.3608	22.6108	22.8608	23.1108
Class 3	18.3419	19.4880	20.6347	21.7810	22.9274	23.1774	23.4274	23.6774
Class 4	19.3571	20.5669	21.7768	22.9864	24.1963	24.4463	24.6963	24.9463
Class 6	24.3832	25.9070	27.4312	28.9548	30.4787	30.7287	30.9787	31.2287
Effective - 1/1/17 (3.00%)								
Class 1	\$ 17.6652	\$ 18.6770	\$ 19.7756	\$ 20.8745	\$ 21.9729	\$ 22.2229	\$ 22.4729	\$ 22.7229
Class 2	\$ 18.4557	\$ 19.5996	\$ 20.7439	\$ 21.8876	\$ 23.0316	\$ 23.2816	\$ 23.5316	\$ 23.7816
Class 3	\$ 18.8922	\$ 20.0726	\$ 21.2537	\$ 22.4344	\$ 23.6152	\$ 23.8652	\$ 24.1152	\$ 24.3652
Class 4	\$ 19.9378	\$ 21.1839	\$ 22.4301	\$ 23.6759	\$ 24.9222	\$ 25.1722	\$ 25.4222	\$ 25.6722
Class 6	\$ 25.1147	\$ 26.6842	\$ 28.2541	\$ 29.8234	\$ 31.3931	\$ 31.6431	\$ 31.8931	\$ 32.1431

The above rates of pay are based on dollars per hours.

The following positions are contained in each referenced Class:

Class 1:

Class 2:

Class 3: Accounting Technician/Accounts Payable (Finance), Payroll Clerk/Human Resources Technician (Finance), Administrative Assistant (Community Development), Administrative Assistant X 2 (Police Department), Administrative Assistant (Public Works), Administrative Assistant (Administration), Community Assistance Officer (Police Department),

Class 4: City Clerk (Administration), Concession Manager/Administrative Assistant (Civic Center), Recreation Program Coordinator (Park & Recreation)

Class 6: Accountant (Finance), GIS Coordinator (Engineering)

**APPENDIX B
EMPLOYEE'S GROUP INSURANCE BENEFITS**

Section 1. The Employer agrees to maintain a minimum value of \$10,000.00 for the group life insurance levels per employee for full-time and permanent part-time employees for the life of this Agreement.

Section 2.

The Employer will make a combined contribution per month toward employee health and medical insurance coverage and also to the Employee's Minnesota State Post Retirement Health Care Savings Account (HCSA) as provided in this paragraph. The Employer will contribute to each employee participating in the Union-designated health and medical insurance plan (the Local 49 Health and Welfare Fund) and HCSA a combined amount per month of \$1,200 for 2015, \$1,250 for 2016 and \$1,300 for 2017. The Employer contribution to the HCSA as provided herein shall be the difference between the maximum combined Employer contribution stated above in this paragraph and the Employer contribution to the cost of the insurance premium for health and medical insurance coverage for those employees participating in the Union-designated plan.

The Employer agrees to self-insure and reimburse the Employee for all eligible out-of-pocket medical expenses for in-patient and out-patient services up to a maximum of \$1,000 per member/\$2,000 per family per year.

Section 3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Appendix B may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an employee while on Flexible Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.

Section 5. The designation of the insurance carrier in Section 2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the City shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage. This Section 5 applies to the coverages in Appendix B and Appendix C. The Employer shall pay the same percentage of the cost of the family and single organ transplant coverage as the respective percentage of the cost of family and single health and medical insurance coverage set forth in Section 2 above.

APPENDIX C
INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 1. Laws of 1965, Chapter 296, authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premium or charges of such insurance protection. The foregoing shall not otherwise apply to life insurance for retired employees hired on or after January 1, 2012.

Section 2. Eligibility of Retired Employees: Any employee of the Employer who retires on or after November 1, 1972, shall become eligible for supplementary insurance coverages now in effect with the Employer; provided, however, that the retired employee is eligible for benefits under a public employee's retirement act.

Section 3. Any employee who retires after November 1, 1972 but before the effective date of the City's Flexible Time Off Plan, in accordance with an age acceptable to the Minnesota Public Employees Retirement Association, or at the retired age limit set by the Employer and is not eligible for Medicare, the Employer will continue to provide such hospitalization and medical insurance coverage for retired employees and his dependents by drawing from the employee's sick leave fund the full single rate and fifty percent (50%) of the dependency cost. The fifty percent (50%) dependency premium cost shall be paid directly by the employee to the Employer. In the event the employee's sick leave fund is exhausted prior to his reaching age sixty-five (65), then in that event, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65). Any employee who retires after the effective date of the City's Flexible Time Off Plan, in accordance with an age acceptable to the Minnesota Public Employees Retirement Association or Minnesota State Retirement System, or at the retired age limit set by the Employer and is not eligible for Medicare, the Employer will continue to provide such hospitalization and medical insurance coverage for retired employees through the retired employees Post Retirement Health Care Plan. In the event the employee's Post Retirement Health Care Plan is exhausted prior to his reaching age sixty-five (65), then in that event, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65).

Section 4. Upon the death of the employee, all obligations under Appendix C are terminated.

Section 5. In the event the City of Grand Rapids submits the coverage as contained in Appendix B for the purpose of obtaining competitive bidding, it is understood and agreed that the bid specifications shall provide for equivalent coverage as presently in effect at the date of signature, unless mutually agreed to the contrary by the signatory parties hereto.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL NO. 3456A**

LIBRARY

January 1, 2015 – December 31, 2017

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PREAMBLE

This Agreement is made and entered into by and between THE CITY OF GRAND RAPIDS (hereafter the "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3456A (hereafter the "Union").

ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to place in written form the parties' full and complete agreement upon the terms and conditions of employment for the duration of the Agreement; and to establish procedures for the resolution of disputes concerning the interpretation and application of the terms of this Agreement.

ARTICLE 2 DEFINITIONS

Section 2.1. "Union" means the American Federation of State, County & Municipal Employees ("AFSCME"), Council No. 65, Local No. 3456A, the exclusively recognized bargaining unit.

Section 2.2. "Employer" means the City of Grand Rapids, Minnesota.

Section 2.3. "Union Member" means a member of AFSCME Council No. 65, Local 3456A.

Section 2.4. "Employee" means an employee of the City of Grand Rapids Library Union as recognized herein.

Section 2.5. "Regular rate of pay" means an employee's straight-time hourly pay rate exclusive of any other allowances.

Section 2.6. "Call Out" means the 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 regular work shift.

Section 2.7. "Full time employee" means a bargaining unit employee whose normal work week of regularly scheduled hours is forty (40) hours per week.

Section 2.8. "Regular part time employee" means an employee whose normal work week of regularly scheduled hours is less than forty (40) hours per week, but more than fourteen (14) hours per week or 35 percent of the normal work week in the employee's appropriate unit, and whose employment is not temporary, seasonal, or intermittent.

ARTICLE 3 RECOGNITION

Section 3.1 – Recognition. The Employer recognizes the Union as the sole and exclusive collective bargaining representative with respect to rates of pay, hours of employment and other conditions of employment, in a bargaining unit defined by the State of Minnesota, Bureau of Mediation Services as follows:

All employees of the City of Grand Rapids Area Library, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14. All other employees of the City of Grand Rapids whose job classifications are not included in Appendix A to this Agreement are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2 – Individual Agreements. The Employer agrees that during the term of this Agreement it will not enter into any agreement regarding terms and conditions of employment of the employees in this bargaining unit with any other labor organization, nor will it enter into any individual agreement with employees in the bargaining unit regarding terms and conditions of employment which contradicts the terms of this Agreement.

ARTICLE 4 UNION DUES, CHECK OFF

Section 4.1 – Union Security. All employees covered by this Agreement who are or hereafter become members of the Union shall pay to the Union regular monthly Union membership dues. No employee is required to be, become or remain a member of the Union as a condition of employment. Each employee has the right to freely join or decline to join the Union, and each Union member shall have the right to freely retain or discontinue his or her membership. No employee shall be discriminated against on account of her or his membership or non-membership in the Union. Any employee of the bargaining unit who is not a member of the Union shall pay to the Union a fair share fee for services rendered by the Union pursuant to Minn. Stat. § 179A.06, Subd. 3, as amended. The fair share fee for any employee shall be an amount equal to the regular membership dues of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues. Fair share fee employees shall receive equal representation.

Section 4.2 – Check off. The Employer shall deduct each pay period from the wages of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are regular Union dues; such deductions to be transmitted to the Union (address to be supplied by the Union). The Union will periodically keep the Employer advised in writing of the respective amounts of the dues and fair share fees, which shall be deducted. The Employer shall remit such deductions to the Union along with a list of the names of the employees from whose

wages deductions were made. It shall be the Union's sole responsibility to determine the amount of the actual dues deductions and to provide that information to the Employer in a timely manner.

Section 4.3 – Indemnity. The Union agrees to hold harmless, defend and indemnify the Employer from any and all actions, suits, claims, damages, judgments or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of any action taken or not taken by the Employer relating to Sections 4.1 or 4.2 of this Article.

Section 4.4 – Bulletin Board. A designated bulletin board shall be made available to the Union for the exclusive purpose of posting Union business notices. All notices posted on the bulletin board shall be initiated either by the Business Representative or a steward and a copy furnished by the Union to the Library Director at the time of posting. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities; derogatory to individuals either expressly or by implication, or disruptive. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Business Representative or steward if the Employer has removed material.

Section 4.5 – Stewards. The Employer agrees to recognize stewards elected or selected by the Union as provided in this Section, subject to the following stipulations:

- (1) The Union agrees to notify the Employer in writing of all designated stewards and replacements.
- (2) Stewards shall not leave their work stations for Union business without prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work station. Such permission shall not be unreasonably withheld. Permission to leave a work station for Union business without loss of pay will be limited to grievance and disciplinary meetings with the Employer.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1. The management of the Library and the direction of the working forces are vested exclusively in the Employer except as expressly modified or restricted by a specific provision of this Agreement. The Employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, the selection, direction, and determination of number of personnel, the transfer, alteration, curtailment or discontinuance of any service, the establishment and enforcement of reasonable rules and regulations, the change of existing methods, equipment, or facilities, the contracting with vendors or others for goods or services, the hiring, recall, transfer, promotion, demotion, suspension, discipline, and discharge of

employees for good and sufficient reason, and the laying off of employees because of lack of work or for other legitimate reasons.

Section 5.2. All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. 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.

Section 5.3. Nothing in this Agreement shall prevent the Employer from utilizing or permitting volunteer assistance in the Library. In the event that the Union desires to meet and confer with the Employer regarding the use of volunteers at the Library, the Union shall make a written request to meet and confer and file the same with the City Administrator. Within sixty (60) days of receipt of the request from the Union, the Employer and Union shall schedule a mutually acceptable time and place to meet and confer.

ARTICLE 6 SCHEDULING, HOURS OF WORK, PAYROLL

Section 6.1 – Scheduling. The Employer’s authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this Agreement. The Employer shall designate the work schedule for each employee. The Employer reserves the right to change the existing work schedule if the Employer determines that the change is reasonably necessary to meet the needs of the Library. Employees will receive notice of changes in the work schedule as far in advance as is reasonably practicable. Employees may not switch scheduled hours unless approved by the supervisor and may not leave before the end of the employee’s scheduled shift unless approved by the supervisor. Employees may not switch shifts with other employees if doing so will result in overtime payment.

Section 6.2 – Hours of Work. The normal work week for full-time employees shall be forty (40) hours, measured from Sunday through the following Saturday. The regular work day shall be eight (8) working hours, falling between 8:00 a.m. and the scheduled closing time of the Library. This Section shall not be construed as a guarantee that employees will be scheduled to work the regular work day or normal work week on a regular or permanent basis. It is agreed that no employee shall be vested with the right to any guaranteed number of work hours.

Section 6.3 – Breaks. Each employee shall be eligible for one (1) fifteen (15) minute paid rest period during each four (4) hour work period as scheduled by the employee’s immediate supervisor. The lunch period shall be unpaid but in the event the supervisor is unable to permit the employee to take the lunch period, the scheduled duration of the lunch period shall be considered as time worked.

Section 6.4 – Attendance. A regular and punctual attendance at work shall be required of all employees. Employees shall submit verified time records on a form supplied by the Employer. The Employer reserves the right to implement the use of time clocks if deemed appropriate by the Employer in its discretion.

Section 6.5 – Payroll. The payroll work week shall begin at 12:01 a.m. Sunday and shall continue through 12:00 midnight Saturday. Payroll shall be bi-weekly and paychecks shall be distributed to employees on Fridays every other week. The Employer may maintain up to a two week hold-back for payroll purposes.

Section 6.6 – Call Off. Unless notified otherwise at least one (1) hour in advance of the scheduled starting time, any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If no work is available or if the employee is excused from duty before completing three (3) hours of work, the employee shall be paid for three (3) hours at the employee’s applicable regular hourly rate of pay.

Section 6.7 – Call Out. An Employee who is called out to return to work prior to the employee’s next scheduled reporting time shall receive a minimum of three (3) hours of pay at the employee’s regular hourly rate of pay. The Employer may require the employee to work a minimum of three (3) hours. The three-hour minimum does not apply to hours immediately preceding or following a scheduled shift.

Section 6.8 – Additional Saturdays - Sundays. Without waiving the Employer’s authority to determine and modify employee work schedules pursuant Section 6.1, the Employer will meet and confer with the Union before scheduling bargaining unit employees to work Sundays or summer Saturdays.

ARTICLE 7 OVERTIME

Section 7.1. Overtime at one and one-half (1-1/2) times the employee’s regular rate of pay shall be approved by the employee’s department head/supervisor and shall be paid for hours worked:

- (1) In excess of the scheduled shift length in any regular workday.
- (2) In excess of forty (40) hours in any normal workweek.
- (3) When an employee on a regular work-day completes his or her normal work-day and is required by the Employer to work additional consecutive hours during such day, the employee shall be paid overtime for such consecutive hours worked provided the hours worked exceed the scheduled shift length. For purposes of calculating overtime under this paragraph and except as otherwise provided herein, the scheduled shift length may not exceed ten (10) hours in a work-day without payment of overtime for the consecutive hours worked in excess of ten (10) hours.
- (4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular work week for a total of forty (40) regular hours.

Section 7.2. Notwithstanding the foregoing, the Employer and employee may agree in writing to an alternate scheduling arrangement, from time to time, allowing an employee to work for longer or shorter periods of time than the scheduled shift length on a given day or days within the same workweek for the purpose of accommodating a specific need of the employee or Employer (e.g., a request by an employee to make up hours on a given day or days during the same workweek for a scheduled out of work function) and still meet the employee's normal workweek. In this event, the additional hours worked by the employee in excess of the scheduled shift length will not be subject to payment of overtime, unless such hours exceed the employee's normal workweek.

Section 7.3. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premium(s) shall be used. To the extent that hours are compensated for at overtime rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

ARTICLE 8 COMPENSATORY TIME

Section 8.1. An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such request for payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

Section 8.2. The maximum amount of hours that may be in the compensatory time bank at any given time is thirty (30) hours. For each hour of overtime accumulated, the employee shall be entitled to one and one-half (1-1/2) hours of work without loss of pay (pursuant to the Federal Fair Labor Standards Act).

Section 8.3. An employee must obtain department head/supervisor approval to take compensatory time off, which may be granted or denied at the sole discretion of the department head/supervisor. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted by Section 8.2. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflicts shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

ARTICLE 9 HOLIDAYS

Section 9.1 – Holidays. Eligible employees shall receive time off with pay at the employee's regular rate of pay for the following holidays:

New Years Day
Martin Luther King Day
Presidents Day
Christmas Eve

Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Friday after Thanksgiving Day
½ Day Floater

Not later than the first meeting of each year the Library Board will establish the calendar of days when holidays will be celebrated during the year.

When an official holiday as specified above herein falls on a day of the week when the library would normally be closed (e.g., Sunday), the work day preceding or following the holiday shall be designated by the Library Board, or alternatively the Library Director if the Library Board does not make the designation, as the paid holiday. If an employee is not scheduled to work on an above official holiday and that holiday falls on a day of the week when the library would normally be open, the employee shall be given another day off, which shall be scheduled and taken by the employee at a later date with the supervisor's approval.

If the library is open and an employee works on the Saturday immediately prior to any of the following holidays: Martin Luther King Day, Presidents Day, Memorial Day or Labor Day; the employee shall receive premium pay of \$.50/hour for all hours worked on that Saturday.

Section 9.2 – Part Time. Regular part time employees, as defined in Section 2.8, shall be eligible for pro-rated holiday pay.

Section 9.3 – Eligibility. To be eligible for holiday pay, an employee must be in pay status on the scheduled workday immediately preceding and following the holiday. Holidays that occur on a day on which the employee is using his or her flexible time off shall not be charged as flexible time off time.

Section 9.4 – Holidays Worked. When an employee is required to work on a designated holiday, the employee shall be paid overtime pay at the time and one half rate in addition to the holiday pay for which the employee is eligible.

ARTICLE 10 FLEXIBLE TIME OFF

Section 10.1. As of the effective date of the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, said Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the Union shall be subject to the Employer's Flexible Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 10.2. The interpretation and application of the Employer’s Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 10.3 – Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time employees or limited-term employees, as defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

Completed Years of Employment Flexible Time Off Accrued

Completed Years of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320
After the 9th anniversary through the 14th anniversary	35	280	10.7692
After the 14th anniversary	39	312	12.

Regular part-time employees will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time employee

The City computerized payroll system is the official record for Flexible Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the employee’s anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

Section 10.4 – Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days Per Year	Hours Per Year	Hours Per 80 hour Pay Period
4	32	1.2308

ARTICLE 11 LEAVES OF ABSENCE

Section 11.1 – Jury or Witness Duty. An employee subpoenaed as a witness in connection with the employee's official duties or called for jury duty shall turn into the Payroll Department any per diems received for such duty in order to receive their regular wages for the scheduled day missed. An employee may not use flexible time off time or compensation time in order to keep per diems. If an employee is excused early from jury duty, the employee must return to work promptly.

Section 11.2 – Workers' Compensation Leave. Employees shall be entitled to the benefits of the Minnesota Workers' Compensation Act for work-related injuries.

Section 11.3 – Military Leave. Employees shall be granted leave of absence for purposes of military service to the extent required by applicable law.

Section 11.4 – FMLA and Parental Leave. Family and Medical Leave Act leave and parental leave shall be available to eligible employees in accordance with existing law and policies adopted by the Employer.

Section 11.5 – Extended Medical Leave. In case of: (1) an extended illness, after an employee has used all accumulated Flexible Time Off and Extended Medical Benefit and any FMLA leave for which the employee is eligible, or (2) the birth or adoption of a child after the employee has used all accumulated Flexible Time Off and Extended Medical Benefit, parenting leave and FMLA leave for which the employee is eligible, the employee shall be granted a leave of absence of up to six (6) months without having the employee's name removed from the payroll. An employee returning from an extended medical leave under this Section may be required to furnish to the Employer a physician's certification stating that the employee is fit to return to the duties of the employee's position. A leave of absence may be canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment. Any further extension of the six (6) month leave will be granted or denied at the Employer's sole discretion. In evaluating a request for extension of leave by an employee beyond six (6) months, the employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union of its decision in writing, and the Employer shall provide the Union with an opportunity to meet to discuss the Employer's decision provided the Union requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave.

Section 11.6 – Leave for Union Activities. Employees shall be allowed time off without pay for union activities, subject to advance notice to the Director and the Director's approval, both with respect to the requested leave and the specific employee selected to attend the activity, as follows:

- (1) Nine (9) days bi-annually to attend the International Convention (one (1) employee).
- (2) Five (5) days to attend State Federation of Labor Convention (one (1) employee).
- (3) Two (2) days to attend Minnesota State Council 65 Convention (two (2) employees).

ARTICLE 12 INSURANCE BENEFITS

Section 12.1 – Medical and Hospital Insurance. The Employer shall respectively pay 90% for 2015, 2016, and 2017 of the premium cost of single health and medical insurance coverage for Employees electing to participate in the Employer-designated health and medical insurance plan. The Employer shall respectively pay 80% for 2015, 2016, and 2017 of the premium cost of family health and medical insurance coverage for Employees electing to participate in the Employer-designated health and medical insurance plan. Health and medical insurance coverage shall be provided through an Employer-designated health and medical insurance plan and shall be provided to all benefit eligible Employees upon the effective date of said coverage.

The Employer will make an annual contribution toward a Health Savings Account (HSA) for eligible employees participating in a group health and medical insurance plan offered by the Employer, which includes an HSA, as provided in this paragraph. The Employer will contribute to the HSA of each eligible employee participating in an Employer-designated health and medical insurance plan, which includes an HSA, to the extent that the Employer and insurance carrier continue to offer such a plan as part of the Employer provided group health and medical insurance program, in an amount per year up to but not to exceed, \$4,000 for 2015, 2016, and 2017 for family coverage and one-half the stated amount in each respective year for single coverage.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 12.4 of this Article.

Section 12.2 – Life Insurance. The Employer will provide and pay the premium for eligible full time employees and part-time employees (as defined under Sections 2.7 and 2.8) for a policy of group life insurance in the minimum policy amount of \$10,000 per employee during the term of this Agreement.

Section 12.3 – Eligibility. Eligibility for insurance coverages under this Article shall commence on the first of the month immediately following one complete month of employment.

Section 12.4 – Employer’s Obligation. The Employer’s obligation under this Article is limited to the payment of the amount of premiums specified. The Employer has no liability for the failure or the refusal of the insurance carrier to honor an employee’s claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be

responsible for paying any benefits under this Article. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures of this Agreement, except an allegation that the Employer has failed to pay the premium required by this Article.

Section 12.5. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an employee while on Flexible Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.

Section 12.6. The designation of the insurance carrier in Section 12.1 is inserted for the purpose of defining benefits only, and the Employer reserves the right to provide the insurance coverage referred to in this Article through a carrier of the Employer's choice so long as the level of benefits is substantially equivalent. The Employer shall pay the same percentage of the cost of the family and single organ transplant coverage as the respective percentage of the cost of family and single health and medical insurance coverage set forth in Section 12.1 above.

Section 12.7 – Dental Insurance. The Employer will designate and make available to eligible Employees a basic dental insurance plan. The Employer will pay the premium cost for the basic/low plan option for single dental coverage only for those employees electing to participate in the Employer-designated dental insurance plan. The Employer may also offer through the dental insurance plan a family coverage option. The Employer contribution to dental insurance for the family dental insurance plan option will be equal to the Employer contribution for the Employer-designated single basic/low dental insurance plan option. All premium costs for family dental insurance coverage or for an employee electing a higher option/benefit single plan coverage above the Employer contribution to premium as provided herein for the single basic/low dental insurance plan option, shall be paid by the employee electing said higher coverage.

ARTICLE 13 SENIORITY

Section 13.1 – Definition. Seniority is defined based on the total number of hours of paid service during the employee's continuous employment with the Employer since the employee's most recent date of hire. There shall be bargaining unit seniority, based on the employee's total number of hours of paid service in the bargaining unit, and classification seniority, based on the employee's total number of hours of paid service in the employee's current classification. Seniority is applicable only as expressly provided in this Agreement.

Section 13.2 – Probation. All newly appointed employees and all employees returning after a break in service shall be designated as "probationary" and must successfully complete a probationary period of service in the position to which appointed. The probationary period shall be 1,040 working hours or 12 months, whichever occurs first, such hours to include hours actually worked, excluding paid and unpaid leaves. The Director has discretion to extend the probationary period up to an additional 1,040 hours or six calendar months, whichever occurs first, upon notice to the Union. During the probationary period or extension thereof, a probationary employee may be suspended, demoted or discharged without recourse to the grievance procedure of this Agreement and such action by the Employer shall not be deemed a

breach of this Agreement. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and credited for hours worked retroactive to the date of hire.

Section 13.3 – Layoffs. In the event the Employer determines the need to reduce its workforce by reducing the number of employees, the Employer will determine the positions to be affected by the layoff based on whatever reorganization of duties and functions the Employer determines to be necessary. The job responsibilities of the selected position shall be filled by the best qualified non-probationary employees within the Library, based on job-related factors such as experience, education, and demonstrated ability to perform the new set of duties assigned.

In the event that the Employer determines the need to reduce its work force by reducing the number of employees in a specific classification, where the layoff does not involve a reorganization of duties and functions, the Employer will lay off employees by classification by seniority. The following steps will be followed:

- (1) Layoffs shall be accomplished by inverse seniority in the classification affected.
- (2) Employees shall receive no less than seven (7) days' notice of layoff when reasonably possible.
- (3) An employee who has received notice of layoff shall be entitled to exercise seniority rights to bump an employee in another classification who has less seniority in the classification, provided the bumping employee has previously served in and successfully completed the probationary period in the classification in which the employee seeks to bump.

Notwithstanding any of the provisions of this Agreement dealing with the order of layoff, employees whose services are, in the sole discretion of the Employer, necessary to ensure efficient operation may be retained irrespective of length of service.

Full time employees who are terminated due to position elimination shall receive up to \$2,000 of out-placement services. The Employer will continue its contribution towards the City's health insurance plan not to exceed six (6) months. If the employee obtains other employment during the six months period and is eligible to receive health insurance benefits from that employer, the Employer's health insurance premium payment benefit will cease.

Section 13.4 – Recall. Recall to employment will be made in the reverse order of layoff in a classification. An employee shall retain recall rights following layoff for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is less. Failure of an employee to report as directed by the Employer will constitute voluntary resignation. Notice of recall shall be given in writing either personally delivered or sent by mail to the last address which the employee has on file with the Employer.

Section 13.5 – Loss of Seniority. Seniority will be broken and all employment rights terminated when any of the following conditions occur:

- (1) The employee voluntarily terminates employment;
- (2) The employee is discharged for cause;
- (3) The employee fails or refuses to return from a leave of absence at its stated date of expiration;
- (4) The employee refuses to return to work from layoff on the date specified or on the date of recall;
- (5) The employee is laid off for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is lesser;

Section 13.6 – Vacancies. The Employer is committed to hiring the most qualified candidate for any vacancy. When the Employer desires to fill a vacancy within the bargaining unit, the Employer shall post a notice on the bulletin board for a period of five (5) days announcing the vacancy. The Employer may fill vacancies by posting internally and externally for applicants. Preference shall be given to senior employees over junior employees and external applicants provided that the applicants' qualifications are equal in the Employer's judgment. In judging qualifications, the Employer will consider the following factors:

- (1) demonstrated work behavior
- (2) knowledge, skills and ability.
- (3) ability to get along with co-workers
- (4) past and present job experience
- (5) past and present education and training
- (6) past and present work record.
- (7) responses to interview questions.

The vacancy will be awarded to the applicant who, in the exclusive judgment of the Employer, is best qualified for the position. Current qualified employees who apply for a vacancy shall be granted the opportunity to interview for the position. The successful applicant filling a vacant position shall be on probation for a period as provided in Section 13.2.

If a vacancy is awarded to a current employee, the employee shall have a maximum trial period of thirty (30) days to demonstrate proficiency at performing the new job. Within this period the Employer may remove the employee from the job if the employee's performance is not satisfactory in the Employer's judgment. The employee will then be returned to the employee's former position.

Section 13.7 – Transfers. Employees may voluntarily apply and compete for lateral transfer to a posted vacant position in accordance with the procedures set forth in Section 13.6 of this Article. The Library Director may transfer an employee from one position to another without posting if both positions are assigned to the same class and salary range.

ARTICLE 14
DISCIPLINE, RESIGNATION

Section 14.1 – Discipline. The Employer shall not discipline or discharge without just cause any employee who has completed the required probationary period. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident.

Section 14.2 – Resignation. An employee shall give the Employer at least two (2) weeks' advance notice of intention to resign. Failure to give such notice shall result in forfeiture of any payment for accumulated, unused flexible time off. Accrued flexible time off may not be used during the minimum notice period.

Section 14.3 – Failure to Report. If an employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from employment; provided, however, that if the employee can thereafter furnish the Employer with reasonable proof that the employee could not report to work or could not notify the Employer of his/her absence because of illness or unforeseen emergency or other justifiable reason, then the absence shall not be considered a resignation.

ARTICLE 15
GRIEVANCE AND ARBITRATION PROCEDURE

Section 15.1 – Definition. A grievance is defined as a dispute or disagreement as raised by an employee covered by this Agreement against the Employer as to the interpretation or application of the specific terms or provisions contained in this Agreement. For disciplinary matters, only written warnings, suspensions, or discharges, which become part of the employee's personnel file, shall be grievable.

Section 15.2 – Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 15.3 – Processing 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 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 department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a "reasonable amount of time" as used in this Subsection 15.3.

Section 15.4 – Grievance Procedure. A grievance, as defined by Section 15.1, shall be resolved in conformance with the following procedure:

Step 1 – An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the employee is or should have been aware of the alleged violation, present such grievance to the employee’s immediate supervisor. The employee’s immediate supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing and submitting it to the department head setting forth the nature of the employee’s grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the employee of the Employer’s Step 1 answer, or such grievance shall be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the department head and/or the Employer-designated Step 2 representative. The department head and/or the Employer-designated representative shall give the Union the Employer’s Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance is discussed as provided herein. A grievance not resolved in Step 2 may be appealed to Step 3. An appeal to Step 3 by the Union must be made in writing and submitted to the Employer within ten (10) calendar days of receipt by the Union of the Employer’s Step 2 answer, or such grievance shall be considered waived.

Step 3 – If appealed, the written grievance shall be presented by the Union and discussed with the city administrator and/or the Employer-designated Step 3 representative. The city administrator and/or the Employer-designated representative shall give the Union the Employer’s Step 3 answer in writing within ten (10) calendar days after the Step 3 grievance is discussed as provided herein. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of receipt by the Union of the Employer’s final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer’s Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

Step 3A – If the Employer and the Union mutually agree within ten (10) calendar days after receipt by the Union of the Employer’s Step 3 final answer, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation as opposed to appealed to Step 4. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) calendar day period shall be considered waived.

Step 4 – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, and the rules and regulations of the Bureau of Mediation Services.

Section 15.6 – Arbitration. Unless a grievance is submitted to mediation in Step 3A, in order to submit the grievance to arbitration, the Union must submit to the Commissioner, Bureau of Mediation Services, State of Minnesota, within ten (10) days of the Step 3 answer, a request to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be held promptly by the arbitrator and a decision shall be rendered within thirty (30) days after the close of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. Each party shall be responsible for compensating its own representatives and witnesses.

Section 15.7 – Arbitrator 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 Union, 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 and effect of law. The arbitrator's decision 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. The decision of the arbitrator shall be final and binding on the parties.

Section 15.8 – 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 and 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 Employer and Union may mutually agree in writing to extend a time requirement for each step of the above grievance procedure.

Section 15.9 – Union Authority. At any step in this grievance procedure the Executive Committee of the Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement to the satisfaction of the Union Executive Committee.

Section 15.10 – Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation of Step 3A, 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 this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a

federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized—Step 4 of this Article or another appeal procedure—and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as described herein, the employee shall waive his or her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 16 MISCELLANEOUS

Section 16.1 – Training. Employees who are assigned by the Employer to attend a workshop, seminar or training session shall have their actual hours of attendance and reasonable and necessary travel time counted as “hours worked” under this Agreement.

Section 16.2 – Meal and Travel Allowances. Employees shall be reimbursed for meal and travel expenses necessarily incurred with the prior approval and at the direction of the Employer, in accordance with the then-current meal and travel allowance policies of the Employer.

ARTICLE 17 WAGES, CLASSIFICATIONS

Section 17.1 – Wages. The wage schedule set forth in Appendix A-1 attached shall be effective for classifications of employees within the bargaining unit during the term of this Agreement.

Section 17.2 – New Classifications. If a new classification is added to the staff, such classification will become subject to the terms and conditions of this Agreement upon mutual agreement between the Employer and the Union, or upon a unit clarification order promulgated by the Bureau of Mediation Services.

ARTICLE 18 NO STRIKE, NO LOCK-OUT

The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strike during the life of this Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of an individual employee or individual groups of employees shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein. Upon request from the Employer, the Union will advise employees in writing to cease activities which are in violation of this Article.

ARTICLE 19
COMPLETE AGREEMENT, SEPARABILITY

Section 19.1. This Agreement shall represent the complete Agreement between the Union and the Employer.

Section 19.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of said right and opportunity to negotiate are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to so bargain.

Section 19.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 19.4. Notwithstanding any other provision of this Article, in the event that the Employer during the term of this Agreement creates a new classification within the bargaining unit, the Employer agrees to enter into negotiation with the Union solely for the purpose of establishing a wage rate for such classification. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

Section 19.5. If any provision of this Agreement is found by a court of competent jurisdiction and after the conclusion of all available appeals to be in conflict with any state or federal law, only that provision(s) shall be considered inapplicable, and the remaining provisions of this Agreement shall remain in full force and effect. The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions(s) found to be invalid. This places no time limitation on the parties during which they may negotiate.

ARTICLE 20
TERM OF AGREEMENT

This Agreement shall take effect and continue in effect and in force through the 31st day of December, 2017 and thereafter from year to year unless written notice of desire to change, modify or terminate this Agreement is given by either party to the other party one hundred twenty (120) days prior to January 1, 2018.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the respective date and year written below.

CITY OF GRAND RAPIDS

**LOCAL 3456A, AMERICAN
FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES,
AFL-CIO**

By: _____
Dale Adams, Mayor

By: _____
Tim Hoshal, Staff Representative
AFSCME Council 65

By: _____
Tom Pagel, City Administrator

By: _____
William Richter, President

Date: _____

Date: _____

APPENDIX A
UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED

In accordance with Article 3 of this Agreement, the Union shall be the exclusive representative for eligible employees of the Library Unit (as the unit is defined by the Employer) who have the following job classifications:

Reference Librarian
Library Cataloging Technician
Children’s Librarian
Circulation-Technician
Clerk III – Library Office and Technical Processes
Clerk II
Volunteer Coordinator

All other positions, job classifications and employees of the City shall be excluded from the Union. No other employees shall become a member of the Union except by the written agreement of the Employer and Union or by a unit determination order from the Bureau of Mediation Services made in accordance with Minnesota Statutes, Chapter 179A.

**APPENDIX A-1
LIBRARY UNION WAGE SCHEDULE 2015-2017**

	Step 1 0-6 Months 90%	Step 2 6-12 Months 92.50%	Step 3 12-18 Months 95%	Step 4 18-24 Months 97.50%	Step 5 24+ Months 100%
Effective 1/1/2015					
1.50% Wage Increase					
Reference Librarian	21,6406	22,2417	22,8430	23,4441	24,0451
Cataloger/System Adm	21,5129	22,1150	22,7083	23,3058	23,9034
Childrens Librarian	21,4095	22,0045	22,5994	23,1941	23,7887
Library Volunteer Coordinator	19,1025	19,6298	20,1640	20,6944	21,2252
Circulation Technician	17,5283	18,0152	18,5021	18,9890	19,4759
Clerk III	17,2077	17,6857	18,1636	18,6416	19,1197
Clerk II	14,6845	15,0923	15,5003	15,9082	16,3160
General Office Clerk	14,9048	13,1860	13,5424	13,8987	14,2552
Effective 1/1/2016					
2.50% Wage Increase					
Reference Librarian	22,1816	22,7644	23,4141	24,0302	24,6463
Library Cataloging Technician	22,0507	22,6679	23,2760	23,8885	24,5009
Childrens Librarian	21,9447	22,5546	23,1644	23,7739	24,3834
Library Volunteer Coordinator	19,5801	20,1205	20,6681	21,2118	21,7558
Circulation Technician	17,9865	18,4656	18,9647	19,4638	19,9628
Clerk III - Library Office and Technical Processes	17,6379	18,1278	18,6177	19,1076	19,5976
Clerk II	15,0516	15,4696	15,8878	16,3059	16,7239
General Office Clerk	15,2774	13,5156	13,8810	14,2462	14,6115
Effective 1/1/2017					
3.00% Wage Increase					
Reference Librarian	22,8471	23,4473	24,1165	24,7511	25,3857
Library Cataloging Technician	22,7123	23,3479	23,9743	24,6051	25,2360
Childrens Librarian	22,6031	23,2312	23,8593	24,4871	25,1149
Library Volunteer Coordinator	20,1675	20,7242	21,2881	21,8481	22,4085
Circulation Technician	18,5055	19,0196	19,5336	20,0477	20,5617
Clerk III - Library Office and Technical Processes	18,1670	18,6716	19,1763	19,6809	20,1856
Clerk II	15,5032	15,9337	16,3644	16,7951	17,2256
General Office Clerk	15,7357	13,9211	14,2974	14,6736	15,0499

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL NO. 49**

PUBLIC WORKS

January 1, 2015 – December 31, 2017

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PREAMBLE

This Agreement is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Local 49 of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations (hereafter the “Union”).

ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to place in written form the parties’ full and complete agreement upon the terms and conditions of employment for the duration of the Agreement; and to establish procedures for the resolution of disputes concerning the interpretation and application of the terms of this Agreement.

ARTICLE 2 DEFINITIONS

Section 2.1. “Union” means the International Union of Operating Engineers, Local No. 49, the exclusively recognized bargaining unit.

Section 2.2. “Employer” means the City of Grand Rapids, Minnesota.

Section 2.3. “Union member” means a member of the International Union of Operating Engineers, Local No. 49.

Section 2.4. “Employee” means an employee of the City of Grand Rapids Public Works Department and Union Member from within the exclusively recognized bargaining unit.

Section 2.5. “Regular rate of pay” means an employee’s straight-time hourly pay rate exclusive of any other allowances.

Section 2.6. “Call out pay” means the 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 regular work shift.

ARTICLE 3 RECOGNITION

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit composed of all eligible employees of the Public Works Department of the City of Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, and whose job classifications are listed in Appendix A to this Agreement. All other City of Grand Rapids employees in job classifications not listed in Appendix A are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. If a full-time employee covered under this Agreement requests and is granted a leave of absence, management has the right to fill the absent employee's position with a temporary part-time or full-time replacement employee for the duration of the leave of absence, and the temporary part-time or full-time replacement employee shall be exempt from inclusion in and under this bargaining unit until such time that the full-time employee returns to his or her position. The duration of the leave shall not exceed the limitations established in Article 19 of this Agreement. At the conclusion of the leave of absence, the part-time or full-time replacement employee shall be removed from the returning employee's position.

ARTICLE 4 RESPONSIBILITIES OF PARTIES

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party and agree to discharge their respective responsibilities under this 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 to this dedication.

Section 4.2. The Employer, the Union and the employees are firmly bound to observe the conditions of this Agreement.

Section 4.3. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (1) The applicable procedures of this Agreement will be followed for the settlement of all grievances, as provided in Article 12. All grievances shall be considered carefully and processed promptly in accordance with the grievance procedures contained in Article 12 of this Agreement.
- (2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 5 CHECK OFF OF UNION DUES/FAIR SHARE

Section 5.1. Checkoff of Union Dues. The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card, a sum certified by the Secretary of Local 49, which are Union dues, such deductions to be made from the payroll period ending the first half of each month, and transmit the total amount of deductions to the Secretary of Local 49 (address to be supplied by the Union) with any change of employees from whose pay deductions were made. An employee may terminate his or her payroll deduction by written notice delivered to the Secretary of Local 49, who shall forthwith transmit a copy of such termination to the Employer's Finance Department.

Section 5.2. Fair Share Fee. All employees who are not members of the exclusive representative may be required by said exclusive representative to contribute a fair share fee for services rendered by the exclusive representative in an amount as permitted by statute. The exclusive representative shall provide advance written notice of the amount of the fair share fee assessment to the Employer's Finance Department, and to the list furnished by the Employer of all employees within the unit. The Employer shall deduct the fee from the earnings of the employee and transfer the fee to the exclusive representative thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the Employer pending a decision by the Employer's Finance Director.

Section 5.3. Indemnification. The Union agrees to indemnify, save, and hold harmless the Employer from and against any and all claims, suits, orders or judgments brought or issued against the Employer under all provisions of this Article.

ARTICLE 6 HOURS OF WORK

Section 6.1. The regular work day shall consist of eight (8) hours. Service to the public or interests of the Employer may require the Employer to establish regular shifts for some or all employees on a daily, weekly, seasonal, or annual basis other than the normal 8-hour work-day. The regular work week shall consist of forty (40) hours, and any time worked by an employee less than forty (40) hours per week shall be compensated for on the basis of actual time worked. The standard work month shall consist of one hundred, seventy-three (173) hours. Notwithstanding the foregoing, the Employer has the sole authority to establish and modify work schedules, which includes the regular workday and regular workweek. The Employer may modify the existing work schedule upon two (2) week's notice to employees. The Employer and Union may agree to a shorter notice period, and in such event, notice shall be considered waived by the signatory parties hereto.

Section 6.2. All employees shall receive two (2), fifteen (15) minute rest breaks in each eight (8) hour shift, at times designated by their immediate department head/supervisor. When the employee is working an uninterrupted eight (8) hour shift, the employee's lunch and coffee breaks shall not exceed thirty (30) minutes in total during said shift.

Section 6.3. For the purpose of computing overtime under Article 7 and not as a limitation upon the scheduling of an employee for work, the work week shall be a period of seven (7) consecutive days commencing at 11:00 P.M. Sunday or the shift-changing hour nearest that time and the workday shall be a period of twenty-four (24) hours commencing with the shift changing time nearest to 11:00 P.M. on such day.

Section 6.4. Each employee who is called out for work during his regular scheduled days off or time off, shall receive a minimum of two (2) hours pay. The two hour minimum does not apply to hours immediately preceding or following a scheduled shift. This call-out time shall be exclusive of any other provision of this Agreement. An employee who commences work earlier than his or her normal work day or remains after his or her normal quitting time is not considered eligible for call out pay. The time worked shall be computed at one and one-half (1-1/2) times

the employee's regular rate of pay. Employees shall be eligible for call-out pay for modifications to the work schedule as described in Section 6.1 that are not preceded by at least one (1) week's notice.

Section 6.5. All employees will be afforded the opportunity of utilizing ten (10) minutes at the conclusion of every work day for the purposes of cleanup.

ARTICLE 7 OVERTIME HOURS

Section 7.1. Overtime at one and one-half (1-1/2) times the employee's regular rate of pay shall be approved by the employee's department head/supervisor and shall be paid for hours worked:

- (1) In excess of the scheduled shift length in any regular workday.
- (2) In excess of forty (40) hours in any regular work week.
- (3) When an employee on a normal work-day completes his or her normal work-day and is required by the Employer to work additional consecutive hours during such day, the employee shall be paid overtime for such consecutive hours worked, provided the hours worked exceed the scheduled shift length.
- (4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular workweek for a total of forty (40) regular hours; however, hours paid but not worked (call time) shall not be considered as hours worked for the purpose of computing overtime.

Section 7.2. The Employer and employee may agree in writing to an alternate scheduling arrangement, from time to time, allowing an employee to work for longer or shorter periods of time than the scheduled shift length on a given day or days within the same workweek for the purpose of accommodating a specific need of the employee or Employer (e.g., a request by an employee to make up hours on a given day or days during the same workweek for a scheduled out of work function) and still meet the employee's normal workweek. In this event, the additional hours worked by the employee in excess of the scheduled shift length will not be subject to payment of overtime, unless such hours exceed the employee's normal workweek.

Section 7.3. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premium(s) shall be used. To the extent that hours are compensated for at overtime rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

Section 7.4. For the purpose of overtime hours worked, an employee working in a classification or position higher than the employee's own shall receive a rate of pay equivalent to one and one-half (1-1/2) times the straight time rate of the classified or position rate in which the employee is performing such overtime hours.

Section 7.5. All overtime hours worked (other than those required by an officially declared emergency) shall be divided among employees of the same job classification consistent with the needs of the Employer. The Employer may assign overtime by considering such factors as the employee's availability to work overtime, the employee's work performance, the employee's seniority, the need for an equitable distribution of overtime within the department or a job classification, and the employee's ability to perform the work for which overtime work is necessary. The Employer will give preference to seniority when these relevant factors are equal. A current list of overtime calls and hours shall be maintained by the Employer. A refusal by an employee to work overtime hours shall be considered as time worked for purposes of allocating overtime hours as equally as possible among the employees. In no event shall an employee decline overtime during an officially announced and/or declared emergency without the approval of the Employer, if the employee's presence is needed to safeguard the well being of the public.

Section 7.6. It is specifically understood and agreed that the following examples shall constitute a basis for an excused absence which would preclude potential disciplinary action against any employee who declined overtime during an officially announced and/or declared emergency without the approval of the Employer:

- (a) If the employee was actually on vacation and out of the City, thus rendering the employee unavailable for call.
- (b) If the employee were on legitimate sick leave or under the care of a physician.
- (c) If the employee had been released for and was actually on leave.

The aforementioned incidents depict the intent of the parties relating to excused absences. They are not intended to cover every situation and it is agreed that other occurrences will be handled on a case-by-case basis.

ARTICLE 8 COMPENSATORY TIME

Section 8.1. Employees may choose to accumulate up to eighty (80) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the employee shall be entitled to one and one-half (1-1/2) hours off work without loss of pay (pursuant to the Federal Fair Labor Standards Act). Compensatory time off may be taken, however, only with the consent of the employee's department head/supervisor.

Section 8.2. Any accumulated, unused compensatory time in excess of 80 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employee will have the option to have the entire balance of their accumulated, unused compensatory time paid out on first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid off in cash.

Section 8.3. Any employee who voluntarily terminates employment shall be paid in cash for any accrued but unused compensatory time.

Section 8.4. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflicts shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 8.5. An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

ARTICLE 9 VACANCIES AND PROMOTIONS

Section 9.1. In all cases where an employee has advanced to fill a temporary vacancy above the employee's own job class, the employee will receive such higher rate of pay for all such hours worked at the minimum rate of pay for the vacant position being filled or the next higher rate of pay for the position above the employee's regular rate of pay, whichever is greater.

Section 9.2. The Employer may fill vacancies by posting internally and externally for applicants. Preference shall be given to senior employees over junior employees and external applicants provided that the following qualifications are equal in the Employer's judgment. In judging qualifications, the following factors will be considered.

- (1) demonstrated work behavior
- (2) knowledge, skills and ability.
- (3) ability to get along with co-workers
- (4) past and present job experience
- (5) past and present education and training
- (6) past and present work record.
- (7) responses to interview questions.

Current qualified employees who apply for a vacancy shall be granted the opportunity to interview for the position. The successful applicant filling a vacant position shall be on probation for a period of sixty (60) days from the date of appointment. If, while the applicant/employee is on probation, the Employer determines that the employee is unqualified for that position, the Employer will have the right to return the employee to his or her prior position without posting. The applicant/employee, while on probation, shall accrue all benefits entitled to them. The Employer's decision to return the employee to his or her former position during the probationary period shall not be subject to the grievance procedures of this

Agreement. The employee shall have the right to return to his/her prior position without posting within thirty (30) days from the date of appointment.

**ARTICLE 10
HOLIDAYS**

Section 10.1. All employees shall receive the following holidays:

New Year's Day	Fourth of July	Floater
MLK Day	Labor Day	Thanksgiving Day
Day after Thanksgiving	Memorial Day	Christmas Day
Veteran's Day	President's Day	

provided they work their last scheduled day of work prior to or following said holiday, unless they have failed to report due to illness of employee or due to death in the immediate family.

Section 10.2. All employees who are required to work on any of the above-mentioned holidays, shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay in addition to regular pay for the employee's work that day.

Section 10.3. When a paid holiday falls on a day on which the employee is using his or her of Flexible Time Off, the employee shall not be charged for a day of Flexible Time Off for that day.

Section 10.4. In the event that the employee is scheduled off duty on a paid holiday, and is called out to work, the employee shall receive a minimum of four (4) hours pay. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay.

Section 10.5. If any holiday falls on a Saturday, the previous day shall be taken as a paid holiday. If it falls on a Sunday, the following day shall be the paid holiday.

Section 10.6. When Christmas Eve (December 24) falls on a normally scheduled work day, employees will be granted one-half (1/2) day off with pay. If employees are required to remain on duty during the one-half day, compensation will be at two and one-half (2-1/2) times the employee's regular hourly rate (maximum of four hours at the 2-1/2 rate).

**ARTICLE 11
FLEXIBLE TIME OFF**

Section 11.1. As of the effective date of the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, said Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the Union shall be subject to the Employer's Flexible Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 11.2. The interpretation and application of the Employer's Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 12.1. Definition. A grievance is defined as a dispute or disagreement as raised by an employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 12.2. Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 12.3. Processing 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 department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a "reasonable amount of time" as used in this Subsection 12.3.

Section 12.4. Grievance Procedure. A grievance, as defined by Section 12.1, shall be resolved in conformance with the following procedure:

Step 1 – An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the employee is or should have been aware of the alleged violation, present such grievance to the employee's immediate supervisor. The employee's immediate supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing and submitting it to the department head setting forth the nature of the employee's grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the employee of the Employer's Step 1 answer, or such grievance shall be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the department head and/or the Employer-designated Step 2 representative. The department head and/or the Employer-designated representative shall give the Union the Employer’s Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance meeting. A grievance not resolved in Step 2 may be appealed to Step 3. An appeal to Step 3 by the Union must be made in writing and submitted to the Employer within ten (10) calendar days of receipt by the Union of the Employer’s Step 2 answer, or such grievance shall be considered waived.

Step 3 – If appealed, the written grievance shall be presented by the Union and discussed with the city administrator and/or the Employer-designated Step 3 representative. The city administrator and/or the Employer-designated representative shall give the Union the Employer’s Step 3 answer in writing within ten (10) calendar days after the Step 3 grievance meeting. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of receipt by the Union of the Employer’s final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer’s Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

Step 3A – If the Employer and the Union mutually agree within ten (10) calendar days after receipt by the Union of the Employer’s Step 3 final answer, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation as opposed to appealed to Step 4. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) calendar day period shall be considered waived.

Step 4 – A grievance unresolved in Step 3 or Step 3A and timely appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, and the rules and regulations of the Bureau of Mediation Services.

Section 12.5. 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 to the arbitrator in writing by the Employer and the Union 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 and effect of law. The arbitrator’s decision shall be submitted in writing to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator’s 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 expressed terms of this Agreement and to the facts of the grievance presented.

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 representative 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.

Section 12.6. Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 12.7. Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation of Step 3A, 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 this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized—Step 4 of this Article or another appeal procedure—and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as described herein, the employee shall waive his or her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 13 GENERAL PROVISIONS

Section 13.1. The Employer agrees to permit the negotiation or grievance committee to appear at all negotiating or grievance meetings with the Employer in negotiations or disputes without loss of any pay. The negotiation or grievance committee shall consist of three (3) members. A list of the committee shall be submitted to the Employer each year prior to negotiations.

Section 13.2. Representatives of Local 49 of International Union of Operating Engineers, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to

reasonable rules to investigate grievances and other matters, which the Union is authorized by law to investigate.

Section 13.3. The Employer will erect and maintain a bulletin board of reasonable size where employees report for work, space upon such bulletin board shall be reserved for the use of the Union, employees or Employer to post any notices or documents relating to Union, employees and Employer's affairs.

Section 13.4. Gender. Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and wherever any words are used in the plural, they shall also be construed to include the singular.

Section 13.5. Driver's License. The City of Grand Rapids will reimburse employees for the cost of a driver's license above Class B. The employee shall immediately notify the Employer if his or her driver's license is suspended or rescinded.

Section 13.6. Meal Allowance. A meal allowance of \$10.00 will be provided for all employees required to work overtime in excess of ten (10) continuous hours of work in a work day. Employees who are otherwise eligible for call out pay shall not receive the meal allowance.

Section 13.7. Safety Shoe Allowance. Each employee shall be entitled to a safety shoe allowance in the amount of \$200.00 per year in each year of this Agreement, 2012-2014. Employees shall wear approved safety-toed shoes at all times while on duty.

Section 13.8. Clothing Allowance. Effective January 1, 2012, an employee in the position of Mechanic or Lead Mechanic, who has completed the required probationary period, shall be provided \$200.00 per year clothing allowance, except that the allowance paid in the first year of employment shall be prorated to the number of months remaining in the calendar year following the date of hire. If an employee leaves employment prior to December 31, after receiving the annual clothing allowance for that year, the employee shall reimburse the Employer that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.9. One-Time Lump Sum Payment. Each employee will receive a lump sum payment of \$300 in 2015, \$475 in 2016, and \$625 in 2017. The payment will be made on the first payroll in December of each year. If an employee leaves employment with the City prior to December of a calendar year, the lump sum payment shall be pro-rated on a monthly bases to the end of the last month of employment. One-Time Lump Sum Payments are subject to normal withholdings under City's applicable collective bargaining agreement, practices, policies, rules, regulations or practices in effect as of the date the payment is made. This payment is wholly independent of and shall not be included in determining other compensation owing to the employee. For example, this payment does not affect the following: (1) the base pay rate, normal pay rate or similar pay for the employee; or (2) the pay rate used to calculate any payments made to employee pursuant to the collective bargaining agreement.

ARTICLE 14
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 14.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

Section 14.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 15
SENIORITY

Section 15.1. Seniority status shall be granted to all employees and an employee's position on the seniority list shall be determined on the basis of the employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit as certified by the Bureau of Mediation Services. Employees, upon completion of a probationary period of six (6) months, shall be placed on a seniority list as of the first day of their employment within the bargaining unit. Probationary employees may be terminated by the Employer at any time during the probationary period for any reason. The Employer, at its sole discretion, may extend the initial probationary period for an additional six (6) months. If the Employer decides to extend an employee's probationary period, it shall notify the Union in writing of the reason for extending the employee's probationary period, and the Employer shall provide the Union with an opportunity to meet to discuss the Employer's decision. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all employees who change classification within the bargaining unit.

Section 15.2. Seniority shall be determined by job classification within a department. In the event of a layoff, reduction in work force, or the elimination of a position, the work force shall be reduced or position eliminated based upon the employee's seniority and ability to perform available work. In the event that these qualifications are equal, seniority within the job classification will prevail. An employee who is laid off shall be rehired according to the employee's qualifications for the position being filled and the employee's seniority in the inverse order of the layoff. Such employee shall be notified in writing regarding such layoffs, reduction of work force or elimination of a position as well as re-hiring, as the case may be. Such written notification shall be sent to such employee with a copy of same submitted to the Union. In the event the Employer intends to make a layoff or reduction in work force, the Employer shall

notify the Union in writing at least ten (10) days prior to the effective date of the layoff or reduction in work force. During this period or prior to receiving notice, the Union may request a meeting with the Employer to discuss the layoff or reduction in work force.

Section 15.3. When two or more employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by lot. No later than February 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each employee in the order of seniority and reflect each employee's date of service along with current job classification.

Section 15.4. Employees shall have thirty (30) calendar days from the first date of posting of the seniority list to notify the City of Grand Rapids of any disagreements over the seniority roster. After 30 days, the seniority list shall be deemed conclusively correct for purposes of this Agreement.

ARTICLE 16 LOSS OF SENIORITY

An employee shall cease to have seniority, if:

1. The employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being given notice by registered mail to return to work at the employee's last known address.
2. The employee's layoff from employment has been for more than twenty-four (24) months.
3. The employee is discharged for just cause.
4. The employee voluntarily terminates his or her employment.
5. The employee takes an unauthorized leave of absence or fails to notify the Employer of the cause for an absence for two days or more.
6. The employee's medical leave of absence has been for a period in excess of that permitted by the Employer as provided in Article 19 of this Agreement.

ARTICLE 17 RIGHT TO SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting any or all of the work performed by employees covered by this Agreement.

ARTICLE 18 MANAGEMENT RIGHTS

Section 18.1. The management of the City of Grand Rapids has the unrestricted right to direct the work force, to direct, plan and control City operations and services, to determine the method, means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, to hire, recall, transfer, promote, demote, suspend, discipline and discharge employees for good and sufficient reason, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities and to change the existing operating methods and/or facilities, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees in exercising these rights it will not alter this Agreement.

Section 18.2. The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota. 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 19 LEAVES OF ABSENCE

Section 19.1. FMLA and Parental Leave. Family and Medical Leave Act leave and parental leave shall be available to eligible employees in accordance with existing law and policies adopted by the Employer.

Section 19.2. Extended Medical Leave. In the case of (1) an extended illness, after an employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and, Family and Medical Leave Act leave for which the employee is eligible, or (2) the birth or adoptive placement of a child after the employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the employee is eligible, the employee shall be granted a six (6) month leave of absence. Any further extension of the six (6) month leave period will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for extension of leave by an employee beyond six (6) months, the employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union of its decision in writing, and the Employer shall provide the Union with an opportunity to meet to discuss the Employer's decision provided the Union requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave. A leave of absence

ARTICLE 20
COMPLETE AGREEMENT AND WAIVER

Section 20.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements.

Section 20.2. The parties 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 subject or matter not removed by the law from the area of collective bargaining, and that all of the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 20.3. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section 20.4. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 20.5. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

ARTICLE 21
DURATION OF CONTRACT

Except as otherwise provided, this Agreement shall continue in effect and in force through December 31, 2017. Either party shall have the right to give written notice to the other party one hundred twenty (120) days prior to January 1, 2018, of their desire to reopen for the purpose of negotiations and settlement of a new Agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY COUNCIL, GRAND RAPIDS

**LOCAL 49, INTERNATIONAL UNION
OF OPERATING ENGINEERS**

By: _____
Dale Adams, Mayor

By: _____
Glen Johnson, Business Manager

By: _____
Tom Pagel, City Administrator

By: _____
Daniel Kingsley,
Area Business Representative

Date: _____

Date: _____

APPENDIX A
UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED

In accordance with Article 3 of this Agreement, the Union shall be the exclusive representative for eligible employees of the Public Works Department (as the department is defined by the Employer) who have the following job classifications:

Maintenance I
Maintenance II
Maintenance III
Mechanic
ROW Leadperson
Lead Mechanic
Facilities Maintenance
Facilities Maintenance & Plant Operations
Janitor

All other positions, job classifications and employees of the City shall be excluded from the Union. No other employees shall become a member of the Union except by the written agreement of the Employer and Union or by a unit determination order from the Bureau of Mediation Services made in accordance with Minnesota Statutes, Chapter 179A.

	Base Pay	JANITOR AND MAINTENANCE I ONLY				LONGEVITY PAY SCHEDULE		
		Step 1	Step 2	Step 3	Step 4	15 Years	20 Years	25 Years
		6 Months	1040 Hours	1 yr after Step 2	1 yr after Step 3			
Effective 1/1/2015 (1.50%)								
Janitor	10.1371	11.4042	12.0380	12.6715	12.9215	13.1715	13.4215	
Maintenance I	19.4059	19.3347	20.4717	21.6091	22.9966	23.2466	23.4966	
Maintenance II	22.7466				23.7821	24.0321	24.2821	
Maintenance III	23.5321				24.2583	24.5083	24.7583	
Mechanic	24.0083				25.1153	25.3653	25.6153	
ROW Leadperson	24.8653				25.4285	25.6785	25.9285	
Lead Mechanic	25.1785							
Effective 1/1/2016 (2.50%)								
Janitor	10.39	11.6893	12.3390	12.9882	13.2382	13.4882	13.7382	
Maintenance I	19.89	19.8181	20.9835	22.1494	23.5652	23.8152	24.0652	
Maintenance II	23.32				24.3704	24.6204	24.8704	
Maintenance III	24.12				24.8585	25.1085	25.3585	
Mechanic	24.61				25.7369	25.9869	26.2369	
ROW Leadperson	25.49				26.0580	26.3080	26.5580	
Lead Mechanic	25.81							
Effective 1/1/2017 (3.00%)								
Janitor	10.7023	12.0400	12.7091	13.3779	13.6279	13.8779	14.1279	
Maintenance I	20.4878	20.4126	21.6130	22.8139	24.2647	24.5147	24.7647	
Maintenance II	24.0147				25.0940	25.3440	25.5940	
Maintenance III	24.8440				25.5968	25.8468	26.0968	
Mechanic	25.3468				26.5015	26.7515	27.0015	
ROW Leadperson	26.2515				26.8322	27.0822	27.3322	
Lead Mechanic	26.5822							

APPENDIX A-1
WAGE SCHEDULE – PUBLIC WORKS

* See Appendix A-2 re: Maintenance I Performance Evaluation and Paid Program.

NOTES:

1. Maintenance III rate will be paid to employees operating the tractor flail mower, grader, front-end loader, backhoe, rubber posi track loader, sander (current), truck while wing is activated, magnesium chloride spray truck, or street sweeper only for those hours during which the employee is actually operating these pieces of equipment, except as provided in Note No. 2. The Maintenance III rate will also be paid to an employee assigned as City Forester/Pesticide Applicator.
2. Employees who were in the heavy equipment operator or heavy equipment operator/mechanic classifications as of the date of ratification of the 1995-1997 contract will be paid the Maintenance III rate for all hours worked so long as the employee remains continuously employed in a maintenance classification with the Grand Rapids Public Works Department.
3. Holiday and vacation pay will be at the Maintenance III rate if the employee was paid more than 1040 hours at the Maintenance III rate during the preceding calendar year.
4. Seniority shall not be the controlling consideration in assignment to heavy equipment. However, if the Public Works Director determines that all other factors are equal, seniority shall be the first consideration in assignment to heavy equipment.
5. Lead-person. When the Public Works Director is unavailable to provide supervision, if designated by management, a lead-person shall be assigned to a street department crew. The lead-person shall be paid at the Maintenance III rate and, in addition, the lead-person shall receive a One Dollar and twenty-five cents (\$1.25) per hour premium for only those hours spent working as a lead-person. Such appointment shall be predicated upon criteria established by the City.
6. Maintenance III work, which is scheduled prior to the work day, shall first be offered to qualified Public Works employees before being offered to others. In the event of an emergency call-out for work in the public right-of-way, the work shall be offered first to qualified employees within the Public Works bargaining unit.

APPENDIX A-2
PUBLIC WORKS PERFORMANCE EVALUATION AND PAY PROGRAM

I. PURPOSE

The purpose of this document is to provide for a system of annual performance evaluations of all Maintenance I employees and to provide opportunities for employees hired at the Maintenance I level to reach higher wage levels based on evaluations of their job skills and performance.

Receipt of a salary increase will be on the basis of the employee's progress toward mastering the job requirement and on the employee's continuing quality of performance.

II. PROGRAM DESCRIPTION

A. PAY STEPS

Public Works employees are hired at the Maintenance I rate as provided in the labor agreement. The performance of such employees will be evaluated during their probationary employment period and on a regular basis thereafter. Such evaluations will include the employee's ability to meet and maintain the requirements listed under Criteria for Evaluation found on the next three pages.

The following steps are established for progression from the Maintenance I classification to the Maintenance II classification:

Starting Rate	Wage Rate Computation Maintenance I Rate	Time of Eligibility At Time of Hire
Step 1	Maintenance I Rate plus 7-1/2% of differential	Upon completion of six months
Step 2	Maintenance I Rate plus 25% of differential	Upon successful completion of probationary period
Step 3	Maintenance I Rate plus 50% of differential*	1 year after assignment to Step 2

Public Works Performance Evaluation and Pay Program

Starting Rate	Wage Rate Computation Maintenance I Rate	Time of Eligibility At Time of Hire
Step 4	Maintenance I Rate plus 75% of differential*	1 year after assignment to Step 3
Step 5	Maintenance II Rate	1 year after assignment to Step 4

*Note: "Differential" is defined as the difference in rates between a Maintenance I employee and a Maintenance II employee.

At the review date, the employee's wage rate may be increased, decreased, or held at existing wage levels depending on performance during the past year. Should the department head recommend a reduction, the employee shall have received a written notice of possible salary reduction at least six (6) months prior to its effective date. Such recommendation shall be accompanied by documentation describing the efforts made by the supervisor to improve the employee's performance to an acceptable level.

B. CRITERIA FOR EVALUATION

Street Responsibilities

1. Ability to understand and perform the jobs listed below:
Storm sewer operation manhole maintenance street inventory
snow plowing patching/blacktopping sanding
safety (knowledge & conduct) general winter maintenance street sweeping

2. Ability to operate in an efficient and safe manner and to provide preventative maintenance on some or all of the following equipment:
dump trucks air compressor
one way brooms sidewalk blower/trackless
water truck other miscellaneous equipment

Public Works Performance Evaluation and Pay Program

Park Responsibilities

1. Ability to understand and perform the jobs listed below:

turf renovation mowing practices
field/court maintenance shelter building maintenance
irrigation play equipment areas
manhole maintenance winterizing
repairs tree and shrub maintenance
watering skating rink maintenance
safety general summer maintenance
storm sewer maintenance general winter maintenance
other misc. City functions

2. Ability to operate in an efficient and safe manner and to provide preventative maintenance on some or all of the following equipment:

gang mowers single axle dump truck
72" rotary mower water truck
one ton dump truck sickle bar mower
utility tractor blade tractor
ball diamond groomer tractor loader
one-way broom
other miscellaneous equipment

APPENDIX B-1
EMPLOYEE'S GROUP INSURANCE BENEFITS

Section 1. The Employer agrees to maintain a minimum value of \$10,000.00 for the group life insurance levels per employee for the life of this Agreement.

Section 2. The Employer will make a combined contribution per month toward employee health and medical insurance coverage and also to the Union's Health Reimbursement Account (HRA) as provided in this paragraph. The Employer will contribute to each employee participating in the Union-designated health and medical insurance plan (the Local 49 Health and Welfare Fund) and HRA a combined amount per month, up to but not to exceed, \$1,200 for 2015, \$1,250 for 2016 and \$1,300 for 2017. The Employer contribution to the HRA as provided herein shall be the difference between the maximum combined Employer contribution stated above in this paragraph and the Employer contribution to the cost of the insurance premium for health and medical insurance coverage for those employees participating in the Union-designated plan.

The Employer agrees to self-insure and reimburse the Employee for all eligible out-of-pocket medical expenses for in-patient and out-patient services up to a maximum of \$1,000 per member/\$2,000 per family per year.

Section 3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Appendix B-1 may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an employee while on Flexible Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.

Section 5. The designation of the insurance carrier in Section 2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the City shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage. The Employer shall pay the same percentage of the cost of the family and single organ transplant coverage as the respective percentage of the cost of family and single health and medical insurance coverage set forth in Section 2 above.

APPENDIX B-2
INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 1. Laws of 1965, Chapter 296, authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premium or charges of such insurance protection. The foregoing shall not otherwise apply to life insurance for retired employees hired on or after January 1, 2012.

Section 2. Eligibility of Retired Employees: Any employee of the Employer who retires on or after November 1, 1972, shall become eligible for supplementary insurance coverages now in effect with the Employer; provided, however, that the retired employee is eligible for benefits under a public employee's retirement act.

Section 3. Any employee who retires after November 1, 1972 but before the effective date of the City's Flexible Time Off Plan, in accordance with an age acceptable to the Minnesota Public Employees Retirement Association, or at the retired age limit set by the Employer and is not eligible for Medicare, the Employer will continue to provide such hospitalization and medical insurance coverage for retired employees and his dependents by drawing from the employee's sick leave fund the full single rate and fifty percent (50%) of the dependency cost. The fifty percent (50%) dependency premium cost shall be paid directly by the employee to the Employer. In the event the employee's sick leave fund is exhausted prior to his reaching age sixty-five (65), then in that event, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65). Any employee who retires after the effective date of the City's Flexible Time Off Plan, in accordance with an age acceptable to the Minnesota Public Employees Retirement Association or Minnesota State Retirement System, or at the retired age limit set by the Employer and is not eligible for Medicare, the Employer will continue to provide such hospitalization and medical insurance coverage for retired employees through the retired employees Post Retirement Health Care Plan. In the event the employee's Post Retirement Health Care Plan is exhausted prior to his reaching age sixty-five (65), then in that event, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65).

Section 4. Upon the death of the employee, all obligations under Section 3 are terminated.

Section 5. In the event the City of Grand Rapids submits the coverage as contained in Appendix B-1 for the purpose of obtaining competitive bidding, it is understood and agreed that the bid specifications shall provide for equivalent coverage as presently in effect at the date of signature, unless mutually agreed to the contrary by the signatory parties hereto.

HOLIDAYS
2015

HOLIDAY	DATE	FEDERAL HOLIDAY	NON-REPRESENTED	CLERICAL	LIBRARY	POLICE	PUBLIC WORKS
New Year's Day	Thursday, January 1	X - City Hall closed	X	X	X	X	X
Birthdays of Martin Luther King, Jr.	Monday, January 19	X - City Hall closed	X	X	X	X	X
Washington's Birthday	Monday, February 16	X - City Hall closed	X	X	X	X	X
Memorial Day	Monday, May 25	X - City Hall closed	X	X	X	X	X
Independence Day*	Friday, July 3	X - City Hall closed	X	X	X	X	X
Labor Day	Monday, September 4	X - City Hall closed	X	X	X	X	X
Indigenous Peoples Day	Monday, October 12	X					
Veterans Day	Wednesday, November 11	X - City Hall closed	X	X	X	X	X
Thanksgiving Day	Thursday, November 26	X - City Hall closed	X	X	X	X	X
Friday After Thanksgiving	Friday, November 27	City Hall closed	X	X	X	X	X
Christmas Eve 1/2 Day	Thursday, December 24	City Hall closed 1/2 day	* if work day	* if work day	X	Half the hours worked	* if work day
Christmas Day	Friday, December 25	X - City Hall closed	X	X	X	X	X
Floater			X	X	1/2		X

* July 4, 2015 (the legal public holiday for Independence Day), falls on a Saturday. For most Federal employees, Friday July 3, will be treated as a holiday for pay and leave purposes.

HOLIDAYS
2016

HOLIDAY	DATE	FEDERAL HOLIDAY	NON-REPRESENTED	CLERICAL	LIBRARY	POLICE	PUBLIC WORKS
New Year's Day	Friday, January 1	X - City Hall closed	X	X	X	X	X
Birthday of Martin Luther King, Jr.	Monday, January 18	X - City Hall closed	X	X	X	X	X
Washington's Birthday	Monday, February 15	X - City Hall closed		X	X	X	
Memorial Day	Monday, May 30	X - City Hall closed	X	X	X	X	X
Independence Day	Monday, July 4	X - City Hall closed	X	X	X	X	X
Labor Day	Monday, September 5	X - City Hall closed	X	X	X	X	X
Indigenous Peoples Day	Monday, October 10	X				X	
Veterans Day	Friday, November 11	X - City Hall closed	X	X	X	X	X
Thanksgiving Day	Thursday, November 24	X - City Hall closed	X	X	X	X	X
Friday After Thanksgiving	Friday, November 25	City Hall closed	X	X	X		X
Christmas Eve 1/2 Day	Saturday, December 24	City Hall closed			X	Half the hours worked	
Christmas Day*	Monday, December 26	X - City Hall closed	X	X	X	X	X
Floater			X	X	1/2		X

*December 25, 2016 (the legal public holiday for Christmas Day), falls on a Sunday. For most Federal employees, Monday, December 26, will be treated as a holiday for pay and leave purposes.

HOLIDAYS
2017

HOLIDAY	DATE	FEDERAL HOLIDAY	NON-REPRESENTED	CLERICAL	LIBRARY	POLICE	PUBLIC WORKS
New Year's Day*	Monday, January 2	X - City Hall closed	X	X	X	X	X
Birthdays of Martin Luther King, Jr.	Monday, January 16	X - City Hall closed	X	X	X	X	X
Washington's Birthday	Monday, February 20	X - City Hall closed	X	X	X	X	X
Memorial Day	Monday, May 29	X - City Hall closed	X	X	X	X	X
Independence Day	Tuesday, July 4	X - City Hall closed	X	X	X	X	X
Labor Day	Monday, September 7	X - City Hall closed	X	X	X	X	X
Indigenous Peoples Day	Monday, October 9	X	X	X	X	X	X
Veterans Day**	Friday, November 10	X - City Hall closed	X	X	X	X	X
Thanksgiving Day	Thursday, November 23	X - City Hall closed	X	X	X	X	X
Friday After Thanksgiving	Friday, November 24	City Hall closed	X	X	X	X	X
Christmas Eve 1/2 Day	Sunday, December 24	City Hall closed		X	X	Half the hours worked	X
Christmas Day	Monday, December 25	X - City Hall closed	X	X	X	X	X
Floater			X	X	1/2		X

*January 1, 2017 (the legal public holiday for New Year's Day), falls on a Sunday. For most Federal employees, Monday, January 2, will be treated as a holiday for pay and leave purposes.

**November 11, 2017 (the legal public holiday for Veteran's Day), falls on a Saturday. For most Federal employees, Friday, November 10, will be treated as a holiday for pay and leave purposes.

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

**LAW ENFORCEMENT LABOR
SERVICES, INC. (LOCAL NO. 239)**

POLICE

January 1, 2015 – December 31, 2017

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Law Enforcement Labor Services, Inc. (hereafter the “Union”).

ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

Section 1.1. Union: Law Enforcement Labor Services, Inc.

Section 1.2. Union Member: A member of Law Enforcement Labor Services, Inc., (Local No. 239).

Section 1.3. Employee: An Employee of the City of Grand Rapids Police Department and a person occupying a position in the bargaining unit for which Law Enforcement Labor Services, Inc. is the exclusive representative.

Section 1.4. Probation: A newly hired Employee must serve a probationary period from the date of hire through twelve (12) months of employment.

Section 1.5. Department: The City of Grand Rapids Police Department.

Section 1.6. Employer: The City of Grand Rapids.

Section 1.7. Chief: The Chief of the City of Grand Rapids Police Department.

Section 1.8. Union Officer: An officer elected or appointed by Law Enforcement Labor Services, Inc., (Local No. 239).

Section 1.9. Overtime: Work performed at the express authorization of the Employer in excess of the Employee’s scheduled work shift.

Section 1.10. Scheduled Work Shift: A consecutive work period including rest breaks and lunch break.

Section 1.11. Rest Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.12. Lunch Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.13. Regular Base Rate of Pay: An Employee's regular straight-time hourly pay rate for all straight time hours worked exclusive of any other allowances.

Section 1.14. Call Back Time: The 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 regular scheduled work shift.

ARTICLE 2 PURPOSE OF AGREEMENT

Section 2.1. It is the intent and purpose of this Agreement to place in written form the parties' full and complete agreement upon the terms and conditions of employment for the duration of this Agreement and to establish procedures for the resolution of disputes concerning the interpretation and/or application of the terms of this Agreement.

Section 2.2. Provisions of this Agreement constitute the sole procedures for the processing and settlement of any grievance by any employee, the Union, or the Employer for a violation of this Agreement.

ARTICLE 3 RECOGNITION

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit certified by the Bureau of Mediation Services, BMS Case No. 98-PRE-296, December 2, 1997, as: "All essential licensed personnel employed by the Grand Rapids Police Department, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees." All other City of Grand Rapids employees are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. It is hereby agreed that the Employer, during and for the duration of this Agreement, will not enter into, establish, or promulgate any resolution, agreement or compact with or affecting the employees of this bargaining unit which, in any way, conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive bargaining agency for such employees.

ARTICLE 4 RESPONSIBILITIES OF PARTIES

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party hereto and agree to discharge their respective responsibilities under this 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 to this dedication.

Section 4.2. The management of the City of Grand Rapids has the right to direct the work force, to direct, plan and control City operations and services, to hire, recall, transfer, and promote employees for good and sufficient reason, to demote, suspend, discipline and discharge employees for just cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities and to change the existing operating methods and/or facilities, to determine the method, means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees, in the exercise of these rights, it will not alter this Agreement.

The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.

Section 4.3. The Employer, the Union and the Employees are firmly bound to observe the conditions of this Agreement.

Section 4.4. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (1) The applicable procedures of this Agreement will be followed for the settlement of any grievances. All grievances shall be considered carefully and processed promptly in accordance with Article 7 of this Agreement.
- (2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

ARTICLE 5 UNION ACTIVITY

Section 5.1. The Employer agrees to permit the negotiation or grievance committee to appear at all negotiations or grievance meetings with the Employer in negotiations or disputes without loss of pay. The negotiation or grievance committee shall consist of three (3) members. A list of the committee shall be submitted to the Employer each year prior to negotiations. All disciplinary actions shall be subject to the grievance procedure, if the Employee involved so chooses.

Section 5.2. Representatives of Law Enforcement Labor Services, Inc. shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other matters, which the Union is authorized by law to investigate.

Section 5.3. The Employer will erect and maintain a bulletin board of reasonable size where Employees report for work, space upon such bulletin board shall be reserved for the use of the Union, Employees or Employer to post any notices or documents relating to Union, Employees and Employer's affairs

ARTICLE 6
CHECKOFF OF UNION DUES/FAIR SHARE

Section 6.1. Check off of Union Dues. The Employer agrees to deduct from the salary of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are Union dues, such deductions to be made from the payroll period ending the first half of each month, and transmit to the Union (address to be supplied by the Union) the total amount with any change of employees from whose pay deductions were made.

Section 6.2. Fair Share Fee. At the direction of the exclusive representative all Employees who are not members of the exclusive representative shall be required to contribute a fair share fee for services rendered by the exclusive representative in an amount as permitted by statute. The exclusive representative shall provide advance written notice of the amount of the fair share fee assessment to the Employer's Finance Department, and to the list furnished by the Employer of all Employees within the unit who will be assessed the fee. The Employer shall deduct the fee from the earnings of the Employee and transfer the fee to the exclusive representative thirty (30) days after the written notice was provided to the Employer, or, in the event a fee challenge is filed, the deductions for a fair share fee shall be held in escrow by the Employer pending a decision by the Employer's Finance Director.

Section 6.3. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of this Article.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. Definition of Grievance. A grievance is defined as a dispute or disagreement as raised by an Employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 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 shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 7.3. Processing 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's duties and responsibilities. The aggrieved Employee and the Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the Employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 7.4. Grievance Procedure. A grievance, 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 or application of this Agreement shall, within twenty-one (21) calendar days after the Employee is or should have been aware of the alleged violation, present such grievance to the Employee’s immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the Employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing setting forth the nature of the Employee’s grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the Employee of the Employer’s Step 1 answer, or such grievance shall be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the Chief of Police and/or the Chief’s designated Step 2 representative. The Chief of Police and/or the Chief’s designated representative shall give the Union the Employer’s Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance meeting.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days of receipt by the Union of the Police Chief’s Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days will be considered waived.

Step 3 – If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator and/or the City Administrator’s designated Step 3 representative. The City Administrator or the designated representative shall give the Union the Employer’s answer in writing within ten (10) calendar days after the Step 3 grievance meeting.

A grievance unresolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following receipt by the Union of the City Administrator’s final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer’s Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

Step 3A – A grievance unresolved in Step 3 may by mutual agreement of the parties, be submitted to mediation through the Minnesota Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

Step 4 – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union may be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the “Rules Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services.

Section 7.5. Arbitrator's Authority. The arbitrator will 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 to the arbitrator in writing by the Employer and the Union 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 and effect of law. The arbitrator's decision shall be submitted in writing to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator's decision will be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented.

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 representative 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.

Section 7.6. Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 7.7. Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation in Step 3A, 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 this Article or a procedure such as, Civil Service, Veteran's Preference, or Human Rights, or by the grievant instituting an action in a federal or state court, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article. The aggrieved Employee will indicate in writing which procedure is to be utilized—Step 4 of Article 7 or another appeal procedure—and will sign a statement to the effect that the choice of any one procedure precludes the aggrieved Employee from making an additional appeal through any other procedure. Upon instituting a proceeding in another forum, as described herein, the Employee shall waive the Employee's right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 8 HOURS OF WORK

Section 8.1. Work Schedules. The normal work year is between two-thousand eighty (2080) and two-thousand one hundred eight-four (2,184), straight time hours, depending on the Employee's classification, to be accounted for by each Employee through:

- a) hours worked on assigned shifts;
- b) authorized paid leave time; and
- c) assigned training.

Section 8.2. 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.

Section 8.3. Split Shifts. The Employer agrees to avoid split shifts, except in the case of emergencies.

Section 8.4. Scheduling. A standard scheduling procedure shall be established and maintained to provide fair and equitable hours of work and a distribution of responsibilities in accordance with the classifications of the Employees in the Police Department.

ARTICLE 9 OVERTIME

Section 9.1. Full-time Employees will be compensated at one and one-half (1 and ½) times the Employee's regular base rate of pay for hours worked in excess of the Employee's regular scheduled shift in accordance with the Fair Labor Standards Act. All overtime will be offered to bargaining unit Employees first.

Section 9.2. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premiums shall be used. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

Section 9.3. All overtime hours worked shall be divided among Employees of the same job classification as equally as possible consistent with the needs of the Employer. A refusal by an Employee to work overtime hours shall be considered as time worked for purposes of allocating overtime hours as equally as possible among Employees.

ARTICLE 10 COMPENSATORY TIME

Section 10.1. Employees may choose to accumulate up to ninety (96) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the Employee shall be entitled to one and one-half (1 and ½) hours off work without loss of pay per the Federal Fair Labor Standards Act. Any accumulated, unused compensatory time in excess of 96 hours

shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employees will have the option to have the entire balance of their accumulated, unused compensatory time paid out on the first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time for an Employee above 80 hours and remaining as of November 30 of each year be paid on the Employee's behalf to a Post Retirement Health Care Savings Account.

Section 10.2. An Employee must obtain department head/supervisor approval to take compensatory time off, which may be granted or denied at the sole discretion of the department head/supervisor. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted by this Section. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflicts shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the Employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 10.3. An Employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the Employee elects to be compensated in cash for compensatory time earned, such payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

ARTICLE 11 WAGES

Section 11.1. Police Union Wage Schedule 2015-2017. The below schedule reflects a 1.50% general wage increase in 2015; 2.50% in 2016; and 3.00% in 2017.

[Remainder of page intentionally left blank - Wage schedule to follow on the next page.]

YEAR	%	WAGE SCHEDULE					LONGEVITY*		
		0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	10 Years	15 Years	20 Years
2015									
Officer	1.50% (Eff. 1/1/15)	23.96	24.59	25.15	25.66	26.63	26.88	27.13	27.38
School Liaison**		24.96	25.59	26.15	26.66	27.63	27.88	28.13	28.38
Investigator***		25.64	26.32	26.91	27.46	28.50	28.75	29.00	29.25
2016									
Officer	2.50% (Eff. 1/1/16)	24.56	25.21	25.78	26.30	27.30	27.55	27.80	28.05
School Liaison**		25.56	26.21	26.78	27.30	28.30	28.55	28.80	29.05
Investigator***		26.28	26.98	27.58	28.15	29.21	29.46	29.71	29.96
2017									
Officer	3.00% (Eff. 1/1/17)	25.30	25.96	26.55	27.09	28.12	28.37	28.62	28.87
School Liaison**		26.30	26.96	27.55	28.09	29.12	29.37	29.62	29.87
Investigator***		27.07	27.79	28.41	28.99	30.09	30.34	30.59	30.84

*Longevity pay as reflected in the above longevity pay schedule is \$.25 per longevity category of 10, 15, and 20 years.

** The base rate of pay for officers assigned by the Chief as school liaison officer shall be one dollar (\$1.00) above the employee's base wage on the wage schedule for Police Officer.

*** The base rate of pay for officers assigned by the Chief as investigator shall be equal to a wage of 7% above the highest base wage on the wage schedule (non-longevity schedule) for Police Officer.

Section 11.2. Shift Differential. A seventy-five cent (\$.75) per hour shift differential shall apply to any officer required to work between the hours of 6:00 p.m. and 6:00 a.m.

Section 11.3. Canine Officer. Employees assigned by the Employer to Canine (K-9) Officer shall receive sixteen (16) hours per month for canine maintenance.

Section 11.4. Vacancies. In all cases where an Employee has been advanced to fill a temporary vacancy above their own class, the Employee shall receive such higher rate of pay for all such hours worked.

Section 11.5. Length of Service Credit for New Employees. Patrol Officers of the City who began employment with the City as an Employee after December 31, 2010 shall receive length of service credit for previous experience as a licensed full-time public law enforcement officer for the sole purpose of placement on the Employer's wage schedule as a Patrol Officer as follows:

<u>Previous Experience</u>	<u>Length of Service Credit</u>
Less than 5 years	0
5 through 9 years	2 through 3 years
10 or more years	3 through 4 years

The Length of Service Credit will continue to apply as an Employee moves through the wage steps; longevity pay will be based on the number of years with the City of Grand Rapids.

ARTICLE 12 TRAINING TIME, COURT TIME, CALL TIME

Section 12.1. Training Time. Whenever an officer is required by the Employer to attend a seminar, training session, or courses for keeping current the Employee's qualifications, or for other reasons, the Employee shall be compensated for the Employee's attendance at the aforementioned off duty programs, and travel to and from such programs, at the Employee's regular base rate of pay. Such seminars, training sessions or certification programs shall be approved by the Chief and/or the City Council.

Section 12.2. License Fee. The City will pay the required POST Board licensing fees for all licensed officers.

Section 12.3. Court Time. There shall be a minimum of 2 hours pay at 1.5 times the employee's regular base rate of pay for each employee who is required to appear in court at times other than the Employee's regular work day. All time in excess of the two hours shall be compensated at 1.5 times the employee's regular base rate of pay. In the event that the employee's court appearance is canceled with less than 24 hours' notice, the employee shall receive 2 hours straight time pay.

Section 12.4. Call Back Time. An Employee who is called back for work during the Employee's regular scheduled day off or time off shall receive a minimum of two (2) hours' pay at one and one-half (1 and ½) times the Employee's regular base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two-hour minimum. This call back time shall be exclusive of any other provisions of this Agreement. The call back time worked shall be computed at one and one-half (1 and ½) times the Employee's regular base rate of pay unless said call back time is on a holiday and then the holiday time rate shall be used. Any call back time occurring within three (3) hours of the beginning of the Employee's regular shift shall be considered daily overtime. This clause shall not affect in any manner call back time falling on an Employee's day off.

**ARTICLE 13
CLOTHING/EQUIPMENT ALLOWANCE**

Section 13.1. The Employer will issue new officers the following clothing and equipment:

Three winter shirts with patches
Three summer shirts with patches
Three uniform pants
Two badges plus hat badge
One winter hat
One summer hat
Authorized duty belt
Handcuffs
Ties and dickies
Winter jacket with patches
Summer jacket with patches
Bullet proof vest
Class A uniform and uniform cap

Section 13.2. Effective January 1, 2015, an Employee who is beginning the second year of employment, or any year subsequent to the second year, shall be provided \$925.00 per year clothing/equipment allowance. The clothing/equipment allowance provided in this paragraph includes approved footwear. Approved footwear shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. If an employee leaves employment prior to December 31, after receiving the annual clothing/equipment allowance for that year, the employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.3. Effective January 1, 2009, the Employer will reimburse newly hired police officers up to a maximum of \$400 for the purchase of an Employer approved service firearm. Approved service firearms shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. Upon termination of employment the firearm or the reimbursed amount will be returned to the Employer if separation is within one year of service with the Employer.

Section 13.4. All clothing and equipment shall be the property of the individual, including a firearm, which shall be approved by the Police Chief and purchased by the officer. (Provided, however, firearms issued to officers employed prior to ratification of the 1998-2000 contract shall remain the property of the City.)

Section 13.5. In the event that clothing is damaged in the line of duty due to extenuating circumstances, the Employer shall replace all such damaged clothing directly to the officer without deducting the cost from the yearly allowance on approval by the Chief of Police and the City Council.

ARTICLE 14
ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS

Section 14.1. Life Insurance. The Employer agrees to pay the premium and maintain a minimum value of \$10,000.00 for the group life insurance levels per Employee for the life of this Agreement.

Section 14.2. Health and Medical Insurance. The Employer shall respectively pay 90% for 2015, 2016, and 2017 of the premium cost of single health and medical insurance coverage for Employees electing to participate in the Employer-designated health and medical insurance plan. The Employer shall respectively pay 80% for 2015, 2016, and 2017 of the premium cost of family health and medical insurance coverage for Employees electing to participate in the Employer-designated health and medical insurance plan. Health and medical insurance coverage shall be provided through an Employer-designated health and medical insurance plan and shall be provided to all benefit eligible Employees upon the effective date of said coverage.

The Employer will make an annual contribution toward a Health Savings Account (HSA) for eligible employees participating in a group health and medical insurance plan offered by the Employer, which includes an HSA, as provided in this paragraph. The Employer will contribute to the HSA of each eligible employee participating in an Employer-designated health and medical insurance plan, which includes an HSA, to the extent that the Employer and insurance carrier continue to offer such a plan as part of the Employer provided group health and medical insurance program, in an amount per year up to but not to exceed \$5,000 of the deductible, for the first year of employment and, \$4,000 for 2015, 2016, and 2017 for family coverage and one-half the stated amount in each respective year for single coverage.

Employer agrees to self-insure and reimburse the Employee for all eligible out-of-pocket medical expenses for in-patient and out-patient hospital services up to a maximum of \$5,000 per Employee per year for family coverage and up to a maximum of \$2,500 per Employee per year for single coverage.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 14.3 of this Article.

Section 14.3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Article 14 may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 14.4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an Employee while on Flexible Time Off or Extended Medical Benefit, or an Employee who is unable to work due to a compensable injury.

Section 14.5. The designation of the insurance carrier in Section 14.2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the Employer shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage. The Employer shall pay the same percentage of the cost of the family and single organ transplant coverage as the respective percentage of the cost of family and single health and medical insurance coverage set forth in Section 14.2 above.

Section 14.6. Dental Insurance. The Employer will designate and make available to eligible Employees a basic dental insurance plan. The Employer will pay the premium cost for the basic/low plan option for single dental insurance coverage only for those Employees electing to participate in the Employer-designated dental insurance plan. The Employer may also offer through the dental insurance plan a family coverage option. The Employer contribution to dental insurance for the family dental insurance plan option will be equal to the Employer contribution for the Employer-designated single basic/low dental insurance plan option. All premium costs for family dental insurance coverage or for an Employee electing a higher option/benefit single plan coverage above the Employer contribution to premium as provided herein for the single basic/low dental insurance plan option, shall be paid by the Employee electing said higher coverage.

ARTICLE 15 INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section 15.1. Laws of 1965, Chapter 296, authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premiums or charges of such insurance protection.

Section 15.2. Eligibility of Retired Employees. The Employer will continue to provide hospitalization and medical insurance coverage for a retired employee under the following conditions: 1) the employee must qualify for a Minnesota Public Employees Retirement Association (PERA) pension; 2) the employee must have reached a retirement age acceptable to PERA or the retired age limit set by the Employer; 3) the employee must be under the age of sixty-five (65) and not be eligible for Medicare; and 4) the employee must have exhausted all eligible funds from either; a) the employee's individual sick leave fund for an employee who retires after November 1, 1972 but before December 18, 2004, or b) the employee's individual health care savings plan, as administered by the Minnesota State Retirement System (MSRS), for an employee who retires after December 18, 2004 (the effective date of the Employer's Flexible Time Off Policy).

For an employee who retires after December 18, 2004, provided the employee meets the above eligibility requirements, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost for hospitalization and medical insurance coverage, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65) or becomes eligible for Medicare. Upon the death of the employee, all obligations under Article 15 are terminated subject to IRS regulations and governing MSRS statutes, rules and procedures with respect to health care savings plans.

For an employee who retires after November 1, 1972 but before December 18, 2004, and meets the eligibility requirements provided above, the procedures contained in Appendix B-2 to the agreement between the Employer and Union in effect from the period January 1, 2001 through December 31, 2003 shall apply.

**ARTICLE 16
HOLIDAYS**

Section 16.1. All Employees shall receive eighty-four (84) hours holiday pay per year, payable in two separate checks in the first pay period of June and December of each year. For investigators and liaison officers, when a recognized holiday falls on a normal work day, the employee shall be scheduled with the day off and compensated at the employee's straight time pay.

Section 16.2. Any Employee working any portion of the following holidays shall receive one and one-half (1 and ½) times the Employee's regular base rate of pay for only the actual hours worked on the holidays listed in this Section 16.2.

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Half the hours worked on Christmas Eve Day
Christmas Day

Section 16.3. In the event that the Employee is scheduled off duty on a holiday listed in Section 16.2 above, and is called back for work, the Employee shall receive a minimum of four (4) hours' pay at one and one-half (1 and ½) times the Employee's regular base rate of pay regardless of whether or not the four (4) hours are actually worked.

ARTICLE 17
FLEXIBLE TIME OFF

Section 17.1. All Employees are subject to the Flexible Time Off Plan, as incorporated into the City of Grand Rapids Personnel Policies. The Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which Employees were previously entitled. All current and future Employees of the Union shall be subject to the Flexible Time Off Plan, as it exists as of the effective date of the plan.

Section 17.2. The interpretation and application of the Employer's Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 17.3. Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time Employees or limited-term Employees, as defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

Completed Years of Employment Flexible Time Off Accrued

Completed Years of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320
After the 9th anniversary through the 14th anniversary	35	280	10.7692
After the 14th anniversary	39	312	12.

Regular part-time Employees will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time Employee.

The City computerized payroll system is the official record for Flexible Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the Employee's anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

Section 17.4. Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days Per Year	Hours Per Year	Hours Per 80 hour Pay Period
4	32	1.2308

Section 17.5. Personal Conversion Account. In accordance with the Flexible Time Off Plan, as incorporated into the City of Grand Rapids Personnel Policies, and the conversion formula for eligible Employee Personal Conversion Accounts (PCA) established therein, from the PCA account established for each eligible Employee, each year for the years 2005, 2006, 2007, 2008, and 2009, an annual equal deposit, based on each eligible Employee's individually calculated PCA, will be made on the Employee's behalf to a Post Retirement Health Care Savings Account.

ARTICLE 18 LEAVE

Section 18.1. Extended Medical Leave. In the case of (1) an extended illness, after an Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and Family and Medical Leave Act leave for which the Employee is eligible, or (2) the birth or adoptive placement of a child after the Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the Employee is eligible, the Employee, subject to approval by the Employer, may be granted a six (6) month leave of absence without having their name removed from the payroll. Any further extension of the six (6) month leave period will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for an extension of leave by an Employee beyond six (6) months, the Employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an Employee's request for extension of leave, the Employer shall notify the Union of its decision in writing, and the Employer shall provide the Union with an opportunity to meet to discuss the Employer's decision provided the Union requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An Employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave.

ARTICLE 19 DISCIPLINE

Section 19.1. The Employer will discipline for just cause only. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension, with or without pay
- d. Demotion, or
- e. Discharge

Section 19.2. Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted.

Section 19.3. 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. The Employee will receive a copy of such reprimand and/or notices.

Section 19.4. 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.

Section 19.5. Upon written request, Employees may examine their own individual personnel file at a reasonable time agreed upon by the Employer and Employee and under the direct supervision of the Employer. Employees may place written responses to specific charges recorded in the Employee's personnel file, into said personnel file at any time.

Section 19.6. Grievances relating to this Article may be initiated by the Union in Step 3 of the grievance procedure.

Section 19.7. The Employer agrees to abide by the terms of the Peace Officers Disciplinary Procedures Act, Minn. Stat. 626.89 and the Government Data Practices Act (Chapter 13).

ARTICLE 20
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 20.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Section 20.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 21
LAYOFF/SENIORITY

Section 21.1. Layoffs. In the event of a layoff or a reduction in force, Employees shall be laid off in the inverse order of hiring and rehired in the inverse order of layoff. Seniority shall govern the order in which any reduction in hours is applied.

Section 21.2. Seniority. Seniority status shall be granted to all Employees and an Employee's position on the seniority list shall be determined on the basis of the Employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit. Employees upon completion of a probationary period of twelve (12) months shall be placed on a seniority list as of the first day of their employment within the bargaining unit. The Employer may terminate probationary Employees at any time during the probationary period for any reason. The Employer, at its sole discretion, may extend the initial probationary period for an additional six (6) months. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all Employees who change classification within the bargaining unit.

Section 21.3. Seniority List. When two or more Employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by lot. No later than February 1st of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each Employee in the order of seniority and reflect each Employee's date of service along with current job classification.

Section 21.4. Loss of Seniority. An Employee shall cease to have seniority, if:

1. The Employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being given notice by registered mail to return to work at the Employee's last known address.

2. The Employee's separation from employment has been for more than twenty-four (24) months, except that separation from employment for authorized military leave shall be consistent with state and federal law applicable to such leave.
3. The Employee is discharged for just cause or is released without cause during the Employee's twelve (12) month probationary period.
4. The Employee voluntarily terminates employment.
5. The Employee takes an unauthorized leave of absence or fails to notify the Employer of the cause an absence for two days or more.

ARTICLE 22 WAIVER

Section 23.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties 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 subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 23.2. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section 23.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 23.4. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

ARTICLE 23 DURATION OF CONTRACT

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, 2015 through December 31, 2017, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, 2018, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR
SERVICES, INC.

BY: _____
Dale Adams, Mayor

BY: _____
Kim Sobieck, Business Agent

BY: _____
Tom Pagel, City Administrator

BY: _____
President, Local 239

DATE: _____

DATE: _____



CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-1067 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Passed
File created: 12/19/2014 **In control:** City Council
On agenda: 12/23/2014 **Final action:** 12/23/2014
Title: Consider approving the verified claims for the period December 9, 2014 to December 18, 2014 in the total sum of \$97,271.13.

Sponsors:

Indexes:

Code sections:

Attachments: [City Council Bill List 12-22-14.pdf](#)

Date	Ver.	Action By	Action	Result
12/23/2014	1	City Council	Approved As Presented	Pass

Consider approving the verified claims for the period December 9, 2014 to December 18, 2014 in the total sum of \$97,271.13.

Requested City Council Action

Consider approving the verified claims for the period December 9, 2014 to December 18, 2014 in the total sum of \$97,271.13.

DATE: 12/19/2014
 TIME: 10:13:29
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/22/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0300200	CDW GOVERNMENT INC	603.92
2209421	VIKING ELECTRIC SUPPLY INC	86.04
TOTAL CITY WIDE		689.96
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	2,821.55
TOTAL SPECIAL PROJECTS-NON BUDGETED		2,821.55
ADMINISTRATION		
1309146	MACROSTIE ART CENTER	150.00
TOTAL ADMINISTRATION		150.00
BUILDING MAINTENANCE-CITY HALL		
1909510	SIM SUPPLY INC	70.23
2018680	TRU NORTH ELECTRIC LLC	286.64
TOTAL BUILDING MAINTENANCE-CITY HALL		356.87
COUNCIL/COMMISSION/BOARDS		
2018225	TREASURE BAY PRINTING INC	284.25
TOTAL COUNCIL/COMMISSION/BOARDS		284.25
ENGINEERING		
1200800	LHB ENGINEERS & ARCHITECTS	1,361.92
1900225	SEH-RCM	3,178.81
TOTAL ENGINEERING		4,540.73
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	119.64
0221650	BURGGRAF'S ACE HARDWARE INC	149.53
0300200	CDW GOVERNMENT INC	262.10
0609671	FIRE SAFETY USA, INC	299.99
0805350	HEIMAN INC	405.55
1301016	MADDEN'S DUTCH ROOM &	136.05
1309054	MIKES RV INC	74.70

DATE: 12/19/2014
 TIME: 10:13:29
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/22/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
2300600	W.P. & R.S. MARS COMPANY	452.15
	TOTAL FIRE	1,899.71
PUBLIC WORKS		
0100046	ASV, INC.	1,519.13
0103325	ACHESON TIRE COMPANY INC	558.00
0121721	AUTO VALUE - GRAND RAPIDS	16.98
0315455	COLE HARDWARE INC	348.70
0401420	DAKOTA FLUID POWER, INC	42.74
0801825	HAWKINSON CONSTRUCTION CO INC	810.00
1200500	L&M SUPPLY	115.87
1201530	LANGE'S NURSERY & LANDSCAPING	100.00
1309355	MINNESOTA TORO	203.55
1421155	NUCH'S IN THE CORNER	11.00
1901264	SAFETY KLEEN SYSTEMS INC	2,201.33
2605225	ZEE SERVICE COMPANY	50.90
	TOTAL PUBLIC WORKS	5,978.20
FLEET MAINTENANCE		
1301213	DAN MARTIN	182.00
	TOTAL FLEET MAINTENANCE	182.00
POLICE		
0409501	DIMICH LAW OFFICE	5,250.00
1920233	STREICHER'S INC	82.99
2000400	T J TOWING	550.00
2205638	VERIZON WIRELESS-LERT B	100.00
2309545	WINGS & WILLOWS	100.00
	TOTAL POLICE	6,082.99
CENTRAL SCHOOL		
1401650	NARDINI FIRE EQUIPMENT CO. INC	100.80
	TOTAL	100.80
AIRPORT		

DATE: 12/19/2014
 TIME: 10:13:29
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/22/2014

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0801836	HAWKINSON SAND & GRAVEL	241.35
1608345	PHIL'S GARAGE DOOR	9,680.00
TOTAL		9,921.35
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	90.23
0114200	ANDERSON GLASS	1,895.57
0501656	THE EARTHGRAINS COMPANY INC	98.70
0618353	KEVIN FRIESEN	1,680.00
0718075	GRAND RAPIDS THUNDERHAWK	242.88
1015331	JOHNSON LOCK & SAFE INC	1,410.50
1105640	KERNEL CONCESSION SUPPLY	831.90
1209302	LIGHTNING BOOSTER CLUB INC	163.13
1301168	MARKETPLACE FOODS	168.49
1415584	NORTHSTAR CABINETS &	91.50
1415655	NORVEND INC	160.00
1605611	PEPSI-COLA	4,928.93
1721105	QUALITY REFRIGERATION & HTG	2,001.05
1901535	SANDSTROM COMPANY INC	1,936.10
1909510	SIM SUPPLY INC	486.34
2116600	UPPER LAKE FOODS INC	534.04
2209421	VIKING ELECTRIC SUPPLY INC	193.68
TOTAL GENERAL ADMINISTRATION		16,913.04
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	59.83
1415590	NORTHWEST GAS	1,741.06
TOTAL		1,800.89
2014 CAPITAL EQUIP CERTIFICATE		
IT DEPT		
1915248	SOFTWARE HARDWARE INTEGRATION	1,896.00
TOTAL IT DEPT		1,896.00
2014 INFRASTRUCTURE BONDS		
2011-2 CRYSTAL LAKE BLVD		

DATE: 12/19/2014
 TIME: 10:13:30
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/22/2014

VENDOR #	NAME	AMOUNT DUE
2014	INFRASTRUCTURE BONDS	
2011-2	CRYSTAL LAKE BLVD	
1900225	SEH-RCM	840.00
TOTAL 2011-2 CRYSTAL LAKE BLVD		840.00
STORM WATER UTILITY		
1605665	PERSONNEL DYNAMICS LLC	234.00
TOTAL		234.00
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 54,692.34
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	3,000.00
0218100	BRENT BRADLEY	429.05
0218115	BRAUN INTERTEC CORPORATION	10.00
0305530	CENTURYLINK COMMUNICATIONS LLC	259.00
0405305	LYNN DEGRIO	40.00
0605191	FIDELITY SECURITY LIFE INS CO	52.70
0718070	GRAND RAPIDS STATE BANK	476.39
0801820	HAWK CONSTRUCTION INC	1,000.00
0920036	ITASCA COUNTY ATTORNEY OFFICE	1,861.71
1201402	LAKE COUNTRY POWER	36.27
1209522	LINCOLN REPUBLIC INSURANCE CO	261.58
1305046	MEDIACOM	11.03
1309332	MN STATE RETIREMENT SYSTEM	1,794.00
1309335	MINNESOTA REVENUE	1,485.46
1405550	NEOPOST USA INC	1,000.00
1405850	NEXTERA COMMUNICATIONS LLC	458.05
1502645	GARY O'BRIEN	613.80
1503151	OCCUPATION DEVELOPMENT CENTER	20.75
1516220	OPERATING ENGINEERS LOCAL #49	2,346.00
1621125	PUBLIC UTILITIES COMMISSION	735.31
1621130	P.U.C.	22,684.53
2000100	TASC	500.00
2209665	VISA	2,262.16
2305447	WELLS FARGO BANK NA	1,125.00
T000997	ROBERT RUCINSKI	116.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$ 42,578.79
TOTAL ALL DEPARTMENTS		\$ 97,271.13