

2020-22

LABOR AGREEMENT

Between

CITY OF GILBERT

and

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL UNION NO. 627**

January 1, 2020 through December 31, 2022

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LABOR AGREEMENT

Between

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 627

And

THE CITY OF GILBERT

PREAMBLE

This AGREEMENT, dated the 1st day of January, 2020, entered into between the City of Gilbert, hereinafter referred to as the EMPLOYER, and Local Union No. 627 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the UNION.

ARTICLE I. PURPOSE OF AGREEMENT

Section A. It is the intent and purpose of the parties to set forth herein the basic AGREEMENT covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

Section B. The provisions of this AGREEMENT constitute the sole procedure for the processing and settlement of any claim by an employee of the Union of a violation by the Employer of this AGREEMENT. As the representative of the Employees, the Union may process grievances through the grievance procedure including arbitration in accordance with this AGREEMENT or adjust or settle the same.

ARTICLE 2. DEFINITION OF A REGULAR EMPLOYEE

The term "regular employee", as used in this Agreement, shall mean any employee who has been employed by the City of Gilbert or appointed to work for the City of Gilbert by an authorized supervisor or department head, and who works regularly full-time, and who has completed one hundred and eighty (180) calendar days as a probationary period.

Full-time employees are those employees who are hired to fill a position with the City and are scheduled for a minimum of 32 hours per week. Part-time employees are those employees who fill a particular need and are scheduled to work less than 32 hours per week. Temporary employees are those who are hired for a particular time period usually not longer than 90 days, exceptions are to fill in for an absent employee (either full-time or part-time). Temporary employees are to be paid an amount equivalent to the position filled. Seasonal

employees are those who are hired either full-time or part-time to cover certain manpower needs for a specific time period (often this is student help to cover summer projects).

ARTICLE 3. RECOGNITION

Section A. The Employer recognizes Minnesota Council 65 and Local No. 627, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes of the employees of the City of Gilbert, Minnesota, in the unit composed of all regular employees, exclusive of Public Works Superintendent, City Clerk, City Attorney, Fire Chief and Police Department Employees, as per certification by the Division of Conciliation dated May 11, 1959, and Case #74-PR-481-A, dated July 15, 1974.

Section B. It has been agreed to in the policy of the Employer that for the duration of this Agreement the Employer will not enter into, establish, or promulgate any resolution, agreement or contract with or affecting such employees as are defined, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employees.

ARTICLE 4. RESPONSIBILITIES OF PARTIES

Section A. Each of the parties of this Agreement hereby acknowledge the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

Section B. The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section C. The Union, including its officers and representatives and all employees, are firmly bound to observe the conditions of this Agreement.

Section D. 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. All grievances shall be considered carefully and processed promptly in accordance with such procedures.
2. There shall be no interference with the rights of employees to become or continue as members of the Union.
3. There shall be no interference with the rights of employees to participate under a fair share arrangement as proscribed in PELRA.

Section E. The Employer and the Union agree that there shall be no discrimination in the work place in violation of applicable law because of race, color, religion, creed, national origin, sex, age, disability, marital status, veterans status, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or any other basis prohibited by federal or state law, e.g. Americans with Disabilities Act. In view of the

availability and expertise of other forms for determining issues under this section, alleged violations of this Section by the Employer or the Union are subject to the grievance procedure under this contract up to but not including arbitration.

ARTICLE 5. EMPLOYER AUTHORITY

The EMPLOYER retains the full and unrestricted right, except as limited by this Agreement, to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to establish work schedules.

ARTICLE 6. 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 Secretary of Local No. 627, which are Union dues or initiation fees of the Union, and to transmit to the Financial Secretary of Local 627 the total amount so deducted, together with a list of the names of the employees from whose pay deductions were made. Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Local, after which the Secretary shall notify the City Clerk to stop deductions.

The Union hereby warrants and covenants that it will indemnify, and save the City harmless from any and all actions, suits, claims, damages, judgments and executions or any other form of liability, liquidated, or unliquidated, which any person may have or claim to have arising out of the deduction of any Union fees, dues or fair share fee.

The Union agrees that there shall be no liability on the part of the City for the collection of any unpaid dues which may be due from the Employee, who because of absence from work or termination of employment, has no wages payable to him at the regular time for deduction.

PEOPLE Deduction. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees that there shall be no liability on the part of the City for the collection of any unpaid PEOPLE contribution.

ARTICLE 7. HOURS OF WORK

Section A. All regular employees other than clerical shall have a normal work week established as Monday through Friday, 7:00 a.m. through 3:30 p.m. with a one-half hour duty free lunch. Said lunch break shall be between 12 noon and 12:30 normally. The Employer does have the authority to call out employees to work emergencies. Employees will have assignments and be out of the garage by 7:15 a.m. Employees shall abide by the stated time clock policy of the City including the requirement that detailed list of jobs/tasks performed be maintained related to each shift worked. Clerical employees shall work an eight (8) hour day with hours to be staggered in order to have coverage between 8 a.m. and 5 p.m.

1. Whenever any Employee of the City of Gilbert is requested to report for work on a call out basis after their regular shift is over and they have left for the day, or on their day off or reporting for work on a regular work day for which they are not assigned to work shall receive a minimum of two (2) hours pay at one and one-half time.

If an employee is called out to work in service of a special event, that employee shall receive a minimum of four (4) hours pay at one and one-half time.

2. Whenever an employee reports for work on a call out basis, the Employee shall punch in and out on their time card.

3. Any employee working on their normal day off for the purpose of a funeral will receive as compensation two (2) hours pay at time and one-half rates. The punch-in, punch-out policy shall not be in effect for this provision.

Section B. A single twenty (20) minute coffee break at the shop shall be allowed at 9:00 a.m. each day. Said coffee break may be shifted to accommodate work requirements. Clerical employees shall retain a ten (10) minute coffee break in the morning and the afternoon.

Section C. All employees shall perform whatever duties are assigned to them by the appropriate department head. An employee assigned to work in a higher category for a period of one-half (1/2) day or more shall be compensated at the higher pay rate. Should an employee be assigned to perform work in a lower pay category, the employee's compensation shall not be reduced for a period of two (2) days.

Section D. Overtime distribution shall be as equitable as practical and that: (1) All employees (including the Operating Director) interested in overtime may sign an overtime preference list. (2) The overtime preference list will be provided to the City by the Union and will be brought up to date for employee preference once each year no later than January 5th of the year. (3) The City will maintain a record of all hours worked/refused by Unit employees which will be updated monthly and posted on the shop bulletin board. (4) When overtime occurs, the employee with the least amount of overtime will be asked first, and so on down the list until the overtime

requirement is filled. All refusals will be counted as hours worked equal to the number of hours worked by the employee who does the work.

Time limits for filing of a grievance regarding overtime equalization will be waived until the last two months of the year.

Because of early call-out, overtime will not commence until after eight (8) hours of work.

Section E. All employees working over twelve (12) hours shall be provided a meal allowance and time in which to eat their meal. The amount of the meal allowance shall not exceed \$12.00 for each employee.

Section F. Employees in the Water/Wastewater Department who are required to be on call will be paid at \$350.00 per week. The City will provide a cell phone for this purpose. On-call will be on a rotating basis among employees and will be for the entire week, including weekends, for any non-covered work hours. If an employee responds remotely via computer to alarms or for regular check-ins, or if an employee responds to an issue remotely via phone, the employee shall be paid for all hours worked. If an employee is required to respond in person to an issue while on call, that employee shall be paid per Article 7, Section A, subd. 1.

Section G. If a part-time employee is scheduled to return to work following the end of their regular work day, any hours scheduled outside of their regular shift shall be paid at time and one-half rates.

ARTICLE 8.OVERTIME PAY

Section A. Hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week will be compensated for at one and one-half (1 1/2) times the employee's regular base pay rate.

Section B. Overtime will be distributed as equally as practical.

Section C. Overtime refused by employees will, for record purposes under Section B, be considered as unpaid overtime worked.

Section D. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Section E. Employees may choose to take compensation time in lieu of overtime pay and will be able to have a maximum of eighty (80) hours at one time and carry over a maximum of eighty (80) hours of comp time from year to year. In order to use the comp time, a request should be put in writing and submitted to the Supervisor at least 48 hours in advance.

ARTICLE 9. HOLIDAYS

Section A. Employees shall receive the following paid holidays:

New Year's Day	Memorial Day	Thanksgiving Day
President's Day	Fourth of July	Day after Thanksgiving
Good Friday	Labor Day	Christmas Day
Christmas Eve Day	Veterans Day	Martin Luther King Day

Section B. Employees who are required to work on any of the above holidays shall be compensated at the rate of time and one-half (1 1/2) plus the regular straight time rate for all hours worked.

Section C. Employees will be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day after the holiday to qualify for holiday pay. If an employee is sick on the regularly scheduled work day prior to or after the holiday, a doctor's certificate will be required.

Section D. When a paid holiday falls during an employee's vacation period, the employee shall receive an additional day of paid vacation.

Section E. All employees shall receive two (2) personal leave days annually. Each personal leave day must be arranged and approved by the employee's supervisor in advance.

ARTICLE 10. VACATIONS

Section A. All regular full-time employees shall receive vacation on the following schedule:

<u>Years of Service</u>	<u>Hourly Accrual Rate</u>
Date of hire through 3 years	0.019231 hours (40 hours per year)
Start of 4 th year through 7 years	0.038462 hours (80 hours per year)
Start of 8 th year through 10 years	0.0577 hours (120 hours per year)
Start of 11 year though 15 years	0.0769231 hours (160 hours per year)
Start of 16 th year through 17 years	0.096154 hours (200 hours per year)
Start of 18 th year through 25 years	0.1154 hours (240 hours per year)
Start of 26 th year and beyond	0.13462 hours (280 hours per year)

In determining the length of continuous service, no deduction shall be made for sickness or military leave of absence of thirty (30) days or less. Employees will accrue vacation while on Short Term Disability and/or workers' compensation leave. Newly hired employees will earn and accrue vacation hours upon hire, but they cannot take any vacation time until they complete their probation period.

Section B. Employees, upon resignation, death or retirement, shall be paid for the number of working days of unused vacation accumulated to their credit. However, those employees who resign shall be required to provide a two week written notice of intent to resign to qualify for any terminal vacation. Vacation time shall not be considered as notice time. For any employees hired after the date of 10/1/2011, upon retirement, any vacation to be cashed out will be limited to the vacation that would have been accrued as of the date of retirement.

Section C. The vacation period of an employee shall not be split, except by mutual agreement of the Employee and the Employer.

Section D. In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employees will prevail in the selection of vacation time when an agreement cannot be reached among the employees. All vacation shall be approved by both a direct supervisor and the City Clerk.

Section E. Employees will be allowed to carry over only an amount equal to their annual accrual rate. All other vacation time over and above the maximum yearly carry over must be taken prior to December 31st of each calendar year.

Section F. Part-time employees working a minimum of 20 hours per week but less than 32 hours per week shall receive benefits in proportion to full-time. (e.g. Working 20 hours per week shall receive 50% of vacation accruals).

ARTICLE 11. SICK LEAVE

Section A. All regular full-time employees shall earn sick leave at the rate of eight (8) hours per full calendar month, accumulative to seven hundred twenty (720) hours. Sick leave shall accrue hourly at the start of employment (0.046154 per hour). Employees who have five (5) years of continuous service with the City shall accrue sick leave at the rate of twelve (12) hours per full calendar month (accrued at 0.0692321 per hour). Effective 8/1/2013, as a result of changes to Minnesota Statutes, section 181.9413, employees shall be allowed to use personal sick leave days with pay due to an illness or injury to the employee's immediate family, which would include child, adult child, spouse, sibling, parent, grandparent, those who live in the household or stepparent for reasonable periods of time as the employee's attendance may be necessary. Part-time employees working a minimum of 20 hours per week but less than 32 hours per week shall receive benefits in proportion to full-time. (e.g. Working 20 hours per week shall receive 50% of sick leave accruals).

Employees will accrue sick leave while on Short Term Disability and/or workers' compensation leave.

Section B. The Employer may require satisfactory evidence due to personal illness or injury.

Section C. If an employee is sick or absent in excess of three (3) days, or if the Employer has reason to believe that sick leave is being abused, a doctor's statement may be required which shows the reason for absence.

Section D. The Employer and the Union agree to comply with the following regarding Worker's Compensation. The workers compensation pays 66.67% of the employee's base wage. This compensation is non-taxable and not eligible as PERA earnings, therefore, the workers compensation check will be sent directly to the employee. The employee then has the option of using accrued Sick Leave or accrued Vacation hours in any amount up to 33.33% of the employee's normal base wage. The Sick Leave or Vacation hours used is taxable income and it is solely the employee's decision if Sick Leave or Vacation leave will be used or not. Using Sick Leave or Vacation Leave provides taxable city wages that potentially cover the employee's contributions for health, dental and life insurance premiums; AFLAC premiums; garnishment deductions; union dues and AFSCME People contribution deductions. At the employee's authorization, the employer shall use these city paid hours to cover these deductions during the time of the leave.

If Sick Leave or Vacation Leave is not used to pay these deductions, the employee will be responsible for paying the city for the above named deductions. The payment for the deductions is to be paid within 10 days of notification of the amount.

Section E. An employee requesting sick leave pay for FMLA must make such request in writing. FMLA will be as per the City Policy dated April 2013.

ARTICLE 12. FUNERAL LEAVE

Section A. Three (3) consecutive work days absence without loss of pay shall be allowed an employee in the event of a death in the immediate family and in the immediate family of the employee's spouse, namely: spouse, children, parents, brother, sister, grandparents, and grandchildren of the employee and his spouse.

Section B. One-half (1/2) day without the loss of pay shall be granted an employee for attending a funeral as a pallbearer or color guard.

ARTICLE 13. SEVERANCE PAY

Section A. Upon termination after completion of five (5) years of continuous service to the Employer as a full-time employee, an employee shall be entitled to be paid ten dollars (\$10.00) per day of accumulated sick leave up to a maximum of ninety (90) days. Employees with ten (10) years of continuous service for the City shall receive \$30.00 per each day of accrued sick leave to a maximum of ninety (90) days. Employees with twenty (20) years of continuous service to the Employer shall receive forty dollars (\$40.00) per each day of accrued sick leave to a maximum of ninety (90) days.

Section B. Effective 1/1/2014, this severance pay will be deposited upon retirement into the employee's HCSP.

Section C. In the event of the employee's death, payment shall be made to the employee's designated beneficiary or to the employee's estate.

Section D. An employee discharged for just cause or terminated as a result of just cause discipline and/or leaves without the required two (2) week notice to the Employer will be ineligible for severance pay. An employee who is ineligible for severance pay may request the Employer to review the employee's reason: so as to make the employee eligible. The Employer's decision after this review is final and not grievable under Article XIV, Grievance Procedure.

ARTICLE 14. SENIORITY

Section A. Except for those excluded employees, all regular employees working for the City of Gilbert shall be covered by this Agreement and placed on the seniority list.

Section B. Seniority standing is to be determined on the basis of total length of continuous service to the City of Gilbert. All new employees shall be placed on the seniority list after the completion of a one hundred and eighty (180) calendar day probationary period, and during such period, employees may be discharged by the Employer without cause and without the same causing a breach of this Agreement or constituting a grievance hereunder.

Section C. Regular employees shall lose their seniority standing upon voluntary resignation from employment or upon discharge for cause. The seniority of an employee on temporary layoff or absence due to illness shall continue to accumulate. An employee on workers' compensation leave shall not have his/her seniority ranking affected by such leave. The seniority of an employee on authorized leave of absence shall be frozen at the date leave of absence is granted. Such employees shall again acquire seniority upon return to employment.

Section D. In the event of a layoff, a regular employee shall be laid off according to seniority in the inverse order of hiring. Regular employees shall be rehired according to seniority in the inverse order of layoffs. Nothing contained herein shall require the Employer to retain any employee who is not qualified to perform the remaining and/or available work.

Section E. In the case of a reduction of force or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work, provided the employee has the necessary qualifications to perform the duties of the job involved.

Section F. Temporary vacancies may be filled by senior qualified employees. In the event said vacancy has a higher rate of pay, qualified employees filling such vacancy shall receive such higher rate of pay when such an appointment is made.

Section G. Notice of all vacancies and newly created positions shall be posted on the employee bulletin boards, and the employees shall be given seven (7) days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job involved. The Employer or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. Newly created positions or vacancies are to be posted in the following manner: The type of work, the place of work, the rate of pay, the hours to be worked, and the classification.

Section H. The seniority list shall be brought up to date January 1st of each calendar year and posted on the employee's bulletin board. A copy of the seniority list shall be sent to the President and Secretary of the Union. Once posted, employees shall have ten (10) calendar days to dispute or point out any discrepancies. After ten days and any necessary corrections are made, the list becomes official and any complaints or claims regarding seniority, the City need only refer to the last posted list for official documentation.

Section I. In the event a general layoff is contemplated, the Employer agrees to call in the Union Grievance Committee and to discuss the problem with them before any action is taken.

Section J. All employees shall receive longevity increments as follows:

5 - 10 years - 1%	20 - 25 years - 4%
10 - 15 years - 2%	25 and over years - 5%
15 - 20 years - 3%	

Section K. Any employee on layoff and recalled by the City by registered mail at the last known address of the employee, must be available to report for work within 14 calendar days. Failure to report shall be construed as a voluntary resignation.

ARTICLE 15 GRIEVANCE PROCEDURE

Section A. Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation of application of the specific terms and conditions of this Agreement by Management or the Union.

Section B. 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 C. Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties

and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a representative shall be allowed a reasonable amount of time not to exceed one (1) hour without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section D. Procedure: Grievances, as defined in Section 1, shall be directed at the Employee's respective employer, and every step of the grievance procedure as outlined below shall be processed with that respective employer and shall be resolved in conformance with the following procedure:

Step One: An employee claiming a violation concerning the interpretation of application of this Agreement shall, within five (5) working days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer's designated representative will discuss and give an answer to such Step 1 grievance within three (3) working days after receipt. A grievance not resolved at Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 by the Union within five (5) working days. A grievance not appealed in writing to Step 2 by the Union within five (5) working days shall be considered waived.

Step Two: If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's Step 2 answer in writing within five (5) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days. A grievance not appealed to Step 3 within ten (10) days shall be considered waived.

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

Step Four: At this Step either party may request that the dispute be submitted to mediation before resorting to binding arbitration as set forth in Step Five.

Step Five: A grievance unresolved in either Step 3 or 4 above, may be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended from time to time. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section E. Arbitrator's Authority

A. The arbitrator shall have no right to amend, 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 by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

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

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

Section G. Choice of Remedy: If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves a suspension, demotion or discharge of a employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of section D, or a procedure such as: Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Section D, the grievance is not subject to the arbitration procedure as provided in Step 5 of Section D. The aggrieved employee shall indicate in writing which procedure is to be utilized-Step 5 of Section D, 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 5 of Section D.

ARTICLE 16. DISCIPLINE

Section A. The Employer shall discipline for just cause only.

Section B. Action taken under this Article is subject to Article 15, Grievance Procedure.

Section C. For the most part, the City shall use progressive discipline as a means for the employee to correct inappropriate behavior before such conduct leads to termination. Discipline shall usually follow sequence of: 1) Verbal Warning 2) Written Warning 3) Suspension without pay, and 4) Termination.

A record of each step shall be placed in the employee's personnel file and shall remain for a period of one year for offenses resulting in verbal or written warnings unless the same or similar offense is repeated or committed by the employee within that year. Disciplinary action resulting in suspension shall remain in the file for a period of two years unless an offense of the same or similar action is committed by the employee. Repeat offenses shall be cause to keep documentation in the file for a period of one or two years from the latest occurrence and thus become grounds for more severe discipline.

Note: The process of progressive discipline is not meant to allow employees to conduct themselves in any manner they choose up to three (3) times before being subject to suspension or termination. There are certain types of behavior that are serious enough in nature to warrant immediate suspension or termination.

ARTICLE 17. GENERAL PROVISIONS

Section A. Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

Section B. There shall be no replacement of regular employed employees by voluntary or relief workers, however, the City shall not be prohibited from engaging contract workers where a task or tasks require special skill or knowledge not possessed by the City's current employees, or to supplement or assist the City's current employees in cases where the timely completion of work will require additional effort. This provision may be used by the City in controlling overtime costs. The scenarios described in the two previous sentences will only be done by mutual agreement of the Union (Representative or Officer) and Management.

Section C. The Employer will erect and maintain a bulletin board of reasonable size to be placed in each location where employees report for work, such bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs.

Section D. The Employer and the Union shall work to the end of abolishing all part-time jobs wherever possible.

Section E. The Employer will pay for all physical examinations if required by the City of Gilbert or by any State rules and regulations.

Section F. The Employer will provide coverall service and rubber gloves and welding gloves for employees in a position where needed. The foreman will be responsible for issuance of gloves. The City will provide adequate rain gear and rubber safety boots for working in trenches.

Section G. All employees will be allowed two (2) reimbursements each year of fifty (\$62.50) dollars (maximum of \$125/year) on July 1st and December 31st of each year for items that employees use for work (including boots and eyeglasses). Employees shall fill out a reimbursement form and submit it to the Clerk for reimbursement.

Section H. The City will pay for Boiler Licenses, Sewer Licenses, Water Licenses and State of Minnesota Vehicle Certification Licenses, which it requires of employees.

Section I. In the event that employee's glasses become unusable due to pitting from welding and/or grinding, the City will replace those glasses. However, it is understood that safety policies require the use of goggles when welding or grinding. The City Clerk shall make the determination as to replacement of the glasses.

ARTICLE 18. SAVINGS CLAUSE

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

ARTICLE 19. INSURANCE

Section A.

The health insurance plan will be the VEBA 100 (830) plan with drugs subject to the deductible amounts of \$1,200 for Singles and \$2,400 for Families (see Appendix B for attached plan document). The Employer shall pay 90% of the monthly premium for employees on both the Single and Family plan. Employees will pay the remaining 10% of the monthly premium. Employees hired on a permanent basis who are scheduled to work a minimum of 30 hours per week are eligible to apply for the City's group health and dental insurance. Part-time employees working a minimum of 20 hours per week but less than 32 hours per week shall receive benefits

in proportion to full time. (For example, an employee working 20 hours per week shall be eligible to apply for health, dental and life insurance but will be responsible for 50% of the total cost of the insurances).

The Employer will contribute 100% of the deductible to the employee's VEBA accounts by January 1 of each year.

For any employee who voluntarily leaves employment from the City of Gilbert during any calendar year for which the City has deposited the VEBA contribution, the City may withdraw from the employee's Select Account a prorated amount of the contribution based on the number of full months remaining in the year. No withholding shall be taken if the employee has utilized the entire VEBA contribution prior to separation.

During the term of this Contract, in the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

Section B. Life Insurance: The Employer will provide and pay 100% of the premium for group life insurance for each employee. The life insurance coverage will be \$50,000.00.

Section C. Dental Insurance: The Employer will contribute up to \$35.00 per month per employee and 80% of any increase in excess of \$35.00 for group dental insurance including dependent insurance.

Section D. Insurance Committee: A committee composed of equal members from the City and the Union shall continue to work on ways to reduce the cost of insurance to the City.

Section E. The Employer agrees to pay supplemental premiums in excess of Medicare on behalf of all employees and their spouses, who have retired before December 31, 1990, and who are:

1. Eligible for and receiving PERA retirement benefits;
2. Eligible for Medicare;
3. Have acquired a majority of his or her rights during employment with the City of Gilbert.

Section F. Retirement Benefit: Effective January 1, 2001:

After twenty (20) years of service with the City, and at the age of fifty-five (55) years or older, the Employer will provide the employee and the employee's dependents, upon retirement, the same hospital and medical insurance coverage as is then presently provided to the actively employed employees of the City of Gilbert covered under this Agreement. The Employer shall

pay the same percentage of the cost of the premium for this insurance and the retired employee shall pay the balance of the cost of the premium.

In the case where the employee is eligible for coverage under Federal Medicare Provisions, he/she shall be required to apply for such coverage and, they shall then be covered under the supplemental Blue Cross/Blue Shield or equivalent plans.

The above benefit shall continue only as long as the retiree is alive.

This retirement benefit shall not be available to any employee hired after 7/1/04.

Section G. Sections A and C above shall be open for re-negotiations upon rebidding of the group health insurance plan.

Section H. A long-term disability policy shall be provided which provides for 66 - 2/3% of the employee's regular straight time salary after an absence of ninety (90) days which qualifies for sick leave payments under the provisions of Article 11, Sick Leave. The City's policy currently has a \$2,000.00 per month cap which may be renegotiated at a later date.

Any employee on Long Term Disability, shall not be entitled to accumulate vacation or sick leave entitlements or be entitled to holiday pay or any other entitlement pay during their absence.

Section I. Effective 1/1/2016, the Employer will contribute an amount equal to 2% of the employee's income into their HCSP account.

ARTICLE 20. WAIVER

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

Section B. The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understanding arrived at by the parties are set forth in writing in this Agreement and for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such term or condition may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 21. DURATION

Except as otherwise provided, this Agreement shall terminate if there is not agreement to renew the expiration of sixty (60) days after either party shall give written notice of termination to the other party, but in any event shall not terminate earlier than December 31, 2022.

For: The City of Gilbert
Gilbert, Minnesota

For: Local 627, American Federation of
State, County & Municipal Employees,
AFL-CIO



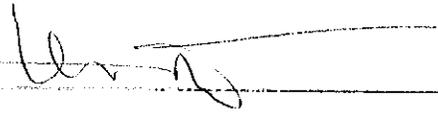
Mayor



Staff Representative



City Clerk



President, Local Union 627

APPENDIX A

SCHEDULE OF WAGE RATES

Classification	1/1/2019	1/1/2020	1/1/2021	1/1/2022
Maintenance I Custodian Laborer	\$22.81	\$23.49	\$24.20	\$24.93
Secretary Bookkeeper	\$24.03	\$24.75	\$25.49	\$26.26
Administrative Secretary	\$20.54	\$21.16	\$21.79	\$22.44
Administrative Assistant Utility Billing Clerk	\$24.71	\$25.45	\$26.21	\$27.00
Administrative Support Special Projects	\$24.71	\$25.45	\$26.21	\$27.00
Maintenance II Equipment II Operator Sextant Utility Worker	\$23.50	\$24.21	\$24.93	\$25.68
Maintenance III Treatment Plant Operator	\$23.76	\$24.47	\$25.21	\$25.96
Maintenance IV Mechanic	\$24.48	\$25.21	\$25.97	\$26.75
Maintenance V Operating Director	\$30.12	\$31.02	\$31.95	\$32.91
Water/Wastewater Lead Operator	\$27.67	\$28.50	\$29.36	\$30.24

Note: Employee assigned and opting to fill in during absence of Public Works Superintendent shall receive Operating Director Rate of pay for all hours in said position. Operating Director will be reclassified to Maintenance II position except in the absence of the Public Works Superintendent.

Probationary Wage Rate for Employees Hired After January 1, 1985:

For the 1st 30 shifts, employee will be paid 80% of applicable base rate.
For the 2nd 30 shifts, employee will be paid 90% of applicable base rate.
Thereafter, employee to be paid 100% of applicable base rate.

**Memorandum of Understanding
Gilbert On-Call Policy**

1. The on-call schedule will be determined by consensus.
2. Trading of on call coverage will be equalized within 60 days and trading of coverage will be mutually agreed upon by the individuals involved.
3. The response time is expected to be within a reasonable amount of time, preferably within 60 minutes.
4. For safety measures, when a call out occurs the person responding is to call the St. Louis County dispatcher to have Gilbert Police Department notified as to who is responding to the call out and which facility he/she will be in.
5. If you have the phone it is your responsibility to keep the phone charged.

**Letter of Understanding
between the City of Gilbert and AFSCME Local 627**

All employees wishing to voluntarily purchase AFLAC products at the annual renewal in June of each year may submit their premium notice to the payroll person for deduction of the premium from his/her check.

This same procedure will be applied to any other voluntary insurance program acknowledged by the City such as NCPERS.

By signing below, the employee agrees to hold the City harmless in any actions, in its claims or any other form of liability on the part of the City for the collection of premiums. Any employee whose pay is less than the premiums due shall within 10 days of notification of amount submit full payment to the city.

.....
Signature

.....
Date

Letter of Understanding
Between the City of Gilbert
And
AFSCME Local 627

The following has been agreed to by all parties and shall be treated as part of the Collective Bargaining Agreement, subject to the grievance process, and included as language in the next negotiated contract:

LIGHT DUTY POLICY and RETURN TO WORK POLICY

The parties recognize the desirability of light duty assignments as a means of returning injured workers to productive employment. All employees shall have the right to return to work/light duty options as outlined in this policy. The Clerk and/or his/her designee, in agreement with the local Union, shall define and assign transitional employment for employees who have injuries which prevent or limit performance of full job duties and responsibilities within the following parameters:

Based upon clearly defined medical verification, the parties shall modify the tasks of the employee including job tasks, hours, shift and/or work location, to provide transitional employment in order to accommodate the employee's injury. If no transitional employment is available in the employee's classification, the employee may be offered work outside his/her classification on a limited basis with approval of the local Union. The Union and City will agree upon job duties that the employee is able to do and duties that the employee would be able to do with training. Each light duty case and the job duties involved will be reviewed on a case by case basis based on the individual's abilities. In order for any employee to be eligible for early return to work, the following written approval forms shall be provided:

1. Signed authorization and approval of a Report to Work Ability form (see attached). This form must include the signature of the employee's physician and must include the return to work restrictions (if any).
2. Signed authorization from the City Clerk, the Employee, and the Union Representative. The authorization will include the following: proposed date that the city would like the employee back to work and copy of the light duty tasks.

Light duty tasks within the City of Gilbert, shall be classified as those tasks which an employee can work during the report to work ability period. Tasks will be limited based upon physician recommendations and restrictions and include but are not limited to lift/carry restrictions, push/pull restrictions, overhead limit restrictions, driving/operation of machinery restrictions, climbing restrictions and overhead/outstretched work restrictions as found within the Report to Work Ability Form.

Based upon restrictions found within the Report to Work Ability Form, the City Clerk and the Union involved may prepare a list of job duties which may include the following: assistance with clerical work and office duties, including filing, map review and/or preparation and any such other tasks that comply with the restrictions set forth in the Report to Work Ability Form. These tasks shall be developed so that they meet the restriction requirements found within an individual Report to Work Ability Form. Any tasks or duties so assigned shall, to the greatest extent possible, be taken from the list of tasks found in each employee's job description. The assignment of these tasks or duties will not cause a reduction in hours for any other bargaining unit member.

A list of light duty tasks will be presented to the employee based upon the restrictions found within the Report to Work. The employee shall have a total of three (3) business days to comment and/or appeal the tasks found within the light duty tasks. If, after three (3) business days, no appeal is sought, the employee shall report to work and complete the tasks found as part of the light duty task. If an appeal is sought, the employee shall report to work and complete the tasks found as part of the light duty task. If an appeal is sought, the City employee, his/her union representative and City's union representative shall review the claim and work to find a resolution. If Management desires to change an employee's light duty tasks, it shall again meet with the employee and the Union representative to discuss and agree to any changes. In the case of a dispute between management and the union, the Union and the affected employee retain the right to grieve the assignment. Any change in work schedule will be done only with mutual agreement between the Union and the Employer. The employee shall receive his/her base rate of pay and benefits consistent with his/her classification. In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff. The employee will not be assigned any tasks that go beyond the limitations set by the treating physician.

No employee will be disciplined for performance issues based on duties assigned under this temporary assignment for which they were not adequately trained or could not have prior knowledge of the correct procedures/practices.

Hours during the light duty time period may fluctuate depending on the work availability for each employee. The City will not call in an employee unless there is a minimum of three (3) hours of work per business day. Also, because the needs of the City and availability of light duty work may fluctuate from time to time, the City reserves the right to discontinue any early return to work assignments in its sole discretion. No assignment created pursuant to this policy shall continue for a period of more than six (6) consecutive weeks unless that employee provides updated restrictions signed by a physician.

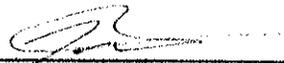
The transitional employment for such employees shall be reviewed on a regular basis. The review interval shall be agreed upon by the local Union involved, the City, and the employee. The transitional employment period shall not exceed six (6) months unless mutually agreed upon by the local Union involved, the City and the employee with medical documentation. If the

employee cannot return to their classification and/or assignment based upon medical verification after attaining maximum medical improvement, the City shall attempt to assist them with other employment, education, or training in service within the bargaining unit in accordance with the Contract and the Workers Compensation Laws.

If the injury is not job related and the employee requests to return to work, the City upon receipt of medical verification that the injured employee can perform limited tasks in their classification, the City, subject to the needs of the department, may modify the tasks of the employees' normal assignment to enable the employee to return to work after utilization of the employees' sick leave.

Any such transitional employee will not displace any bargaining unit member while participating in the program. Employees do not waive any rights to Workers Compensation benefits by participating in the Light Duty program.

For the City of Gilbert:



City Clerk



Mayor

3-10-2020

Date

March 10th, 2020

Date

For AFSCME Local 627:



Terah Trucano-Rinerson, President



Amanda Metsa, Staff Representative

3-23-20

Date

3-23-20

Date