



*Approved
3-7-2023
Resolution
2023-039*

DATE: March 7, 2023
TO: Honorable Mayor and City Councilmembers
FROM: Joe Kohlmann, City Administrator
Donna Robole, HR Manager
SUBJECT: 2023-2025 Labor Agreement between City of Stillwater and AFSCME Minnesota Council 5 Local 517

DISCUSSION

The City of Stillwater and the American Federation of State, County and Municipal Employees Minnesota Council 5, Local 517 have concluded negotiations for a successor labor agreement for 2023, 2024 and 2025. The AFSCME membership has voted to approve the agreement. Changes in the contract language include:

- Contract Duration: Three (3) year agreement January 1, 2023 through Dec. 31, 2025
- Wages: 3% general wage adjustment 2023, 3% general wage adjustment 2024, 3% general wage adjustment 2025
- Health Insurance: Increase monthly employer contribution for the plan by \$15.14 per month in 2023, \$15 per month in 2024, and \$15 per month in 2025
- Sick Leave: Allow use of accrued sick leave during the first six (6) months of employment
- General Provisions: \$40 increase to employee reimbursement of safety shoes
- Holidays: Consistent with the amendment to Minnesota Statute 645.44, subd. 5, employees shall be entitled to the Juneteenth holiday effective in 2024

ACTION REQUESTED

The proposed Labor Agreement between the City of Stillwater and AFSCME Council 5 Local 517 is consistent with direction from City Council for labor negotiations. AFSCME Council 5 Local 517 membership has approved the 2023-2025 labor agreement. Increased contract costs are included in the 2023 budget. Therefore, staff recommends adoption of the resolution entitled "Approving the 2023-2025 Labor Agreement between the City of Stillwater and American Federation of State, County and Municipal Employees Minnesota Council 5 Local 517."

AGREEMENT

BETWEEN

CITY OF STILLWATER

And

**AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
MINNESOTA COUNCIL NO. 5, LOCAL 517**

AFL-CIO

JANUARY 1, 2023 - DECEMBER 31, 2025

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**AGREEMENT
BETWEEN
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MINNESOTA COUNCIL NO. 5, LOCAL 517
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ARTICLE 1. PURPOSE OF AGREEMENT

This agreement is entered into between the City of Stillwater, hereafter called the EMPLOYER, and MN Council 5, Local 517, American Federation of State, County and Municipal Employees, hereinafter called the UNION.

The intent of and purpose of this agreement is to:

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

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

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative in a unit defined as:

All employees of the City of Stillwater who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14 excluding supervisory and confidential employees, essential employees, employees of the Stillwater Public Library Board and all employees of the Public Works Department and Parks and Recreation Department.

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

ARTICLE 3. UNION SECURITY

- 3.1 The EMPLOYER agrees to deduct the UNION dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the EMPLOYER by a designated representative of the UNION, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the designated representative by the first of the succeeding month, after such deductions are made.
- 3.2 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this article.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The EMPLOYER agrees to allow electronic communications and make space available on the EMPLOYER bulletin board for the posting of official UNION notice(s) and announcements.

ARTICLE 4. HOURS OF WORK

- 4.1 The sole authority in work schedules is the EMPLOYER. The normal workday for a full-time employee shall be eight (8) hours. The normal workweek for a full-time employee shall be forty (40) hours, Monday through Friday.
- 4.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, or seasonal or annual basis other than the normal work schedule. The EMPLOYER will give seven (7) days advance notice to the employees affected by the establishment of workdays different from the employee's normal work schedule.
- 4.3 All employees shall be scheduled a one-half (1/2) hour unpaid lunch break.
- 4.4 All employees work schedules shall provide for at least one 15-minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift, whenever possible. Employees who are authorized to work beyond their regular quitting time shall receive a rest period if one is necessary due to length of overtime authorization.
- 4.5 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal workday be scheduled to work more than the workday. Each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.

ARTICLE 5. PART-TIME EMPLOYEES

- 5.1 Part-time employees shall be eligible to earn all employee benefits on a pro rata basis according to the following schedule provided that such employees work regularly

scheduled hours in each pay period, as opposed to being subject to call or to work when available.

Average Work Hours Per Week	Pro Rate Percentage of Benefits
14 – 24	50 percent
25 – 35	75 percent
36 or more	100 percent

- 5.2 Part-time employees shall be paid an hourly rate computed by dividing the full-time annual rate for which they would be eligible by 2,080 hours.
- 5.3 Part-time employees who become full-time employees shall be given credit for a forty (40) hour workweek for determining the salary step based on the length of service.
- 5.4 Employees employed by the employer on a seasonal or temporary basis for not more than 67 work days per calendar year either in a full time or part time capacity (more than 14 hours per week) will be paid a rate to be determined by employer for the term of their employment. Such employees will not be eligible for any benefits under this agreement.

ARTICLE 6. HOLIDAYS

- 6.1 Holidays with pay are as defined:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Washington and Lincoln's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Holiday	One per year
Christmas Eve Day or New Year's Eve Day	December 24 or December 31

Any Employee required to work on any of the defined holidays as noted in Article VI, 6.1, shall be granted an additional 1-1/2 times Employee's base pay in addition to holiday pay.

Employees shall be eligible for holiday pay provided they are on paid status on the day before and the day after the holiday. Consistent with the amendment to Minnesota Statute 645.44, subd. 5, employees shall be entitled to the Juneteenth holiday effective in 2024.

- 6.2 When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

- 6.3 Christmas Eve or New Year's Eve will be a split work force. The schedule for these two (2). holidays to be approved by the Department Head.
- 6.4 During the first calendar year of employment any new employee must be hired before June 30th to be eligible to receive the floating holiday. Any new employee hired after June 30th shall be eligible to receive one-half (1/2) floating holiday.

ARTICLE 7. SICK LEAVE

- 7.1 Sick leave shall be earned by full-time employees at the following rates:

- (a) From six (6) months to one (1) year, one (1) week at full pay.
- (b) From one (1) year to two (2) years, one (1) additional day per month.
- (c) From two (2) to five (5) years, 8.5 weeks at full pay.
- (d) From (5) to ten (10) years; 19.5 weeks at full pay.
- (e) From ten (10) to fifteen (15) years, 32.5 weeks at full pay.
- (f) From fifteen (15) to twenty years, 39 weeks at full pay.
- (g) From twenty (20) to twenty-five (25) years, 45.5 weeks at full pay.
- (h) Over twenty-five (25) years, 52 weeks full pay.

A week shall be considered to be five (5) working days. Sick leave benefits shall accrue on the January 1st immediately preceding the anniversary date of employment.

- 7.2 Sickness disability benefits usage shall be subject to the following conditions:

- (a) An employee may use the full entitlement only once annually.
- (b) Any days used by an employee must be replaced at the following earning rate: employees shall earn sickness disability leave at the rate of sixteen (16) hours for each month worked.
- (c) Sickness disability leave time cannot be earned during the time an employee is on sick leave. Sick leave earned back shall be figured on a pro rata basis each month with no earn back of leave for that portion of sick leave used during the month.
- (d) Sickness disability leave time shall be earned as a replacement for used leave time by only those employees who have utilized the benefit. Sick leave used last shall be replaced first.

For all employees hired by the City on or after January 1, 2019, full-time employees will accrue eight (8) hours sick leave per month up to a maximum of 1,040 hours. Sick leave may be accumulated up to a maximum of 1,040 hours. Up to a maximum of 1,040 hours of unused sick leave benefits shall be granted as severance pay upon retirement due to age

or physical disability to employee having completed not less than ten (10) years of service with the City. In the event of death while still employed, the surviving spouse, if any, or if no surviving spouse, minor children, if any, or employee's estate shall be entitled to such severance pay in the same amount as though such employee had retired due to age or physical disability, as provided above, but in no event shall such death benefit exceed sixty (60) days of full pay. Employees hired on or after January 1, 2019 shall not be covered by Section 7.1(a-h), 7.2(a-d) and Article 9, sections 9.2 - 9.3.

- 7.3 Sick leave may be authorized for the following reasons with the limitations as specified:
- (a) For illness or injury, dental or medical treatment for the employee. Sick leave usage by the employee may be subject to approval by the Department Head. The EMPLOYER may require verification for an absence of three days or more, from a recognized medical authority attesting to the necessity of the leave, ability to return to duty or other information deemed necessary.
 - (b) In the event a pregnant employee elects to resign her employment because of pregnancy, such employee will be paid for accumulated sick leave up to but not exceeding 15 work days.
 - (c) Sick leave use for serious illness of the employee's spouse, minor children or employee's parents living in the household shall be as established in the City's personnel policy or as authorized by Minnesota Statute 181.9413, as amended.
- 7.4 Should illness occur while an employee is on vacation the period of illness may be charged to sick leave and the charge to vacation reduced accordingly. An employee requesting such a change may be required to submit a written statement from a physician attesting to illness and the period of disability.
- 7.5 Any employee receiving worker's compensation benefits because of job connected injury or sickness shall, if he/she assigns his check to the City receive full wages for that period. Or, if any employee is receiving worker's compensation benefits and does not assign his/her check, he/she will be paid for the difference between worker's compensation allowance and his/her regular weekly pay.

Sick leave shall then be figured on a prorated basis with no deduction of leave being made for that portion of the employee's absence which is covered by worker's compensation insurance.

Sick leave will be suspended after benefits have been exhausted; however, an employee who has fulfilled all of the requirements for a vacation which has not been taken may request vacation pay during disability. After all sick leave benefits have been exhausted, any disabled employee may apply in writing for an authorized leave of absence without pay; provided that the period of such leave of absence when added to the period during which benefits have been paid shall not exceed one (1) year. Such application shall be accompanied by a physician's certificate stating that such disabled employee has not been able to return to work. Upon return to active employment, the employee shall retain all accumulated service credit for time worked prior to his/her disability, but shall receive no service credit for the period of absence.

ARTICLE 8. VACATION

8.1 All full-time employees shall be entitled to the following vacation schedule:

0 - 12 months	5/6 days per month
1 - 3 years	10 days per year
4 - 9 years	15 days per year
10 - 14 years	20 days per year
After 15 years	One (1) additional day for each year up to twenty years for a maximum of 25 days

8.2 Vacations shall be granted at the time requested by the employee upon approval of Department Head. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater departmental seniority shall be given his choice of vacation period.

8.3 If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation used shall be reduced by one work day.

8.4 Any employee who is laid off, discharged, retired or separated from the service of the EMPLOYER for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.

8.5 Vacation may be taken in increments of less than a day with the approval of the Department Head.

8.6 Vacation time can be accumulated up to eighty (80) hours and used in the following year. Vacation in excess of eighty (80) hours at the end of the year shall be paid on the second (2nd) payday in January at the rate of pay in effect at the end of the previous year. On an annual basis, employees may voluntarily elect to cash-out in excess of 80 hours of vacation. The written election is irrevocable in nature and must be made on or before December 15 in the calendar year prior to the cash-out taking place.

8.7 Vacation shall accrue on January 1st immediately preceding the anniversary date of employment.

8.8 An employee wishing to donate vacation hours may donate up to 40 hours of accrued vacation per calendar year to one or more City of Stillwater employees who are experiencing a catastrophic medical emergency involving illness or injury or who are providing care for a spouse or dependent child who has incurred a life-threatening illness/injury.

A recipient's eligibility based on catastrophic medical emergency is determined by the City Administrator of his/her designee.

Procedure for employees wishing to donate accrued vacation to another city employee(s) shall be in accordance with the City of Stillwater HR Policy Resolution No. 2001-178 as

adopted by the City Council and updated September 17, 2009 Section 10-2A Vacation Time Donation.

ARTICLE 9. SEVERANCE PAY

- 9.1 All permanent employees who leave the employment of the City because of retirement, resignation or death shall receive pay for 100 percent of unused accrued vacation and compensation time.
- 9.2 All permanent employees who retire due to age or physical disability and are eligible to receive PERA retirement benefits, shall receive one-half of unused disability benefits providing he or she had been employed with the City in a permanent, full time position for a period of not less than ten (10) years.
- 9.3 In the event of death while still employed, the surviving spouse, if any, or if no surviving spouse, minor children, if any, or employee's estate shall be entitled to such severance pay in the same amount as though such employee had retired due to age or physical disability as above provided.

ARTICLE 10. LEAVES

10.1 Funeral Leave

- (a) An employee shall be granted a paid funeral leave of up to three (3) working days in each case of death of the immediate family. Immediate family shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren and shall include parents and siblings of the employee's spouse. Such leave shall not be deducted from any other accumulated leave. Additional leave days may be granted by Human Resources, should the circumstances warrant the additional days.
 - (b) One day with pay shall be allowed in the event an employee is selected to be a pallbearer in a funeral.
 - (c) Emergency leave with pay for individuals not specified in 10.1a. shall be as specified in the City's personnel policy.
- 10.2 Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. All fees shall be returned to the EMPLOYER except those paid for duty on the Employee's normal day off and those for meals and mileage. Any hours not on jury duty shall be worked.
- 10.3 Notice. An employee using jury duty or funeral leave shall notify the EMPLOYER of such intent as soon as the necessity of such leave is known.
- 10.4 Unpaid leaves for a limited period, not to exceed six months, may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable

period. Employees shall submit a written request for personal leave to the City Council. All personal leaves shall be without compensation.

- (a) Application for Leave. Any request for a leave of absence without pay shall be submitted in writing by the Employee to the EMPLOYER or his designee. The request shall state the reason the leave is being requested and the length of time off the employee desires.
- (b) Employees shall be returned to the position in their department if the leave is for sixty (60) days or less and to their classification in their department if the leave is in excess of sixty (60) days.

10.5 UNION Business. Employees elected to a Local UNION office or selected by the UNION to do work which takes them from their employment with the EMPLOYER, shall at the written request of the UNION be granted a leave of absence.

10.6 Maternity. Maternity leave, not to exceed six (6) months, shall be granted at the request of the Employee.

10.7 Educational. Leave of absence shall be granted in accordance with the personnel regulations.

ARTICLE 11. WAGES

11.1 Employees shall be paid in accordance with the attached salary schedule marked Appendix A and B (Monthly Salary Schedule).

Effective 1/1/17, employee placed on step in new pay structure at designated grade that provides wage rate that is equal to or greater than 12/31/16 base wage and longevity pay combined. See attachment.

Employees whose 12/31/16 base wage and longevity pay combined exceed the new Step 11 shall have their wage rate red circled and receive a 2.25% wage adjustment in a non-base lump sum payment for 2017 when back-wages are issued following execution of the Agreement, and a 2.5% wage adjustment in a non-base lump sum payment on or about January 1, 2018. Non-base lump sum payment calculated on employee's actual wage and not Step 11 wage.

Annual step movement commences in 2018 and occurs thereafter on an annual basis effective on first day of first payroll period following employee's anniversary date in their current classification.

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

- 11.3 Employees who are required to work exclusively at a higher classification in this bargaining unit shall receive working out of classification pay as provided for in Exhibit "C".
- 11.4 In the event an employee is promoted to a higher classification, the employee will be placed on the step in the designated grade of the higher classification that is at least a 5% increase in the employee's current salary.

ARTICLE 12. OVERTIME

- 12.1 Time and one-half the employee's regular hourly rate of pay shall be paid for work performed in excess of the normal workweek of forty (40) hours. Compensated leave shall be considered worked hours for the purpose of determining eligibility for overtime compensation.
- 12.2 Distribution. Overtime work shall be distributed as equally as practical to qualified employees.
- 12.3 Overtime shall be calculated to the nearest fifteen (15) minutes.
- 12.4 Employees who elect to take compensatory time off in lieu of overtime pay, shall earn compensatory time at the rate of time and one-half. Compensatory time off shall be scheduled at the mutual convenience of the employer and employee. Employees shall not be allowed to accrue more than forty (40) hours of compensatory time or carry over more than forty (40) hours of compensatory time into the next calendar year without permission of employee's supervisor.

ARTICLE 13. GRIEVANCE PROCEDURES

- 13.1 Definition of Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of specific terms and conditions of this agreement. An employee has the right to have UNION representation.
- 13.2 Organization Representatives. The City will recognize representatives designated by the UNION as the grievance representative of the bargaining unit having the duties and responsibilities established by this article.
- 13.3 Processing of Grievance. The aggrieved employee's representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the employee and employee representative has notified the designated supervisor.
- 13.4 Grievance Procedure. Grievances shall be processed in the following manner:
 - Step 1. The UNION Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of the employee's knowledge of its occurrence. The supervisor shall respond within five (5) workdays.

Step 2. If the grievance is not settled in Step 1, it shall be referred in writing to the City Council, or their designee, within ten (10) working days after the designated supervisor's answer in Step 1. The EMPLOYER representative shall discuss the grievance within ten (10) working days with the employee and the UNION representative at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced in writing and signed by the EMPLOYER representative and the UNION. If no settlement is reached, the EMPLOYER representative shall give written answer to the UNION within ten (10) days following their meeting.

Step 3. If the grievance is not settled in Step 2 and the UNION desires to appeal, it shall be referred by the UNION in writing to the City Council or their designee within ten (10) working days after the EMPLOYER's response in Step 2. A meeting between the City Council or their designee, and the UNION shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the City Council or their designee and the UNION. If no settlement is reached, the City Council or their designee shall give written answer to the UNION within ten (10) working days following the meeting.

Step 4. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, either party may refer the grievance to arbitration within ten (10) working days after the UNION's receipt of the EMPLOYER's written answer in Step 3, as provided in Minnesota Statutes, Section 179.70. 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.

- (a) The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the City and the Employee and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- (b) The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in anyway, the application of laws, ordinances or rules and regulations having the force and effect of law. The decision shall be based solely on the arbitrator's interpretation of application of the express terms of the Agreement and to the facts of the grievance presented. The parties may, by mutual written agreement agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merit.
- (c) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City 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 such a record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

- 13.5 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 therefore within the specified time limits or any agreed to extension, the employee and the UNION may elect to treat the grievance as denied at that step and appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and the UNION in each step. The term "working days" as used in this Article shall mean the days Monday through Friday, inclusive, exclusive of holidays.
- 13.6 Record. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

ARTICLE 14. SENIORITY

- 14.1 Seniority means an employee's length of continuous service with the City and by job classification.
- 14.2 The EMPLOYER shall provide to the UNION a seniority list showing the continuous service of each employee upon the UNION's request. The UNION shall only be permitted to make two (2) requests in any calendar year.
- 14.3 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.
- 14.4 Probationary Periods.
- (a) All newly hired or rehired employees will serve a twelve (12) month probationary period.
 - (b) All employees will serve a twelve (12) month probationary period in any job classification in which the employee has not served a probationary period. During the probationary period, an employee may return to their previously held position, provided that both job classifications are within this bargaining unit.
 - (c) At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.

ARTICLE 15. WORK FORCE

- 15.1 Any vacancy or newly created position in a department will be posted in a conspicuous place in all departments where employees within the bargaining unit work and will be emailed to the Union Stewards. Such notice shall be posted for at least five (5) workdays prior to filling such vacancy or newly created position. Whenever practicable, vacancies shall be filled from among the present employees in the department, giving first consideration to seniority and qualification. If it becomes necessary in filling a vacancy to

bypass an employee's seniority, reasons for said denial shall be given in writing to such employee. No vacancy shall be reduced in classification by the EMPLOYER without first being offered in the bidding process.

- 15.2 A reduction of the work force will be accomplished on the basis of seniority and job classification provided all probationary and temporary employees in the classification(s) where the lay off occurs are laid off first. In the event of layoffs or a reduction of the work force, employees may exercise their seniority rights to a job classification of a higher, the same or lower pay within the bargaining unit provided that all job relevant qualifications between employees are equal.
- 15.3 Employees shall be recalled from layoff according to seniority and job classification. No new employee shall be hired for a job classification which a layoff has occurred until all employees on layoff status within that job classification have been given ample opportunity to return to work within twenty-four (24) months of said layoff. The City will notify employees on layoff to return to work by registered mail at the employee's last recorded address. The employee must return to work within three (3) weeks of receipt of this notice in order to be eligible for reemployment.

ARTICLE 16. INSURANCE

- 16.1 Single Coverage. The EMPLOYER will provide the full single health insurance premium for the base plan for employees who elect single coverage.
- 16.2 Dependent Coverage.
- (a) Effective January 1, 2023, the EMPLOYER will contribute up to a maximum of \$1,277.00 per month per employee who elects dependent health insurance coverage.
 - (b) Effective January 1, 2024, the EMPLOYER will contribute up to a maximum of \$1,292.00 per month per employee who elects dependent health insurance coverage.
 - (c) Effective January 1, 2025, the EMPLOYER will contribute up to \$1,307.00 per month, per employee, toward group health insurance coverage, for dependent coverage.
 - (d) In no event shall the EMPLOYER contribute more than the premium cost.
- 16.3 Life Insurance. The City shall provide a \$30,000 life insurance policy for permanent full time employees until age 70. After age 70, the policy shall be reduced by 50% and terminate at retirement.
- 16.4 Post-Retirement Coverage. Employees hired prior to December 31, 1988 and who retire after 10 continuous years of City service and who are eligible to receive PERA benefits shall be allowed to continue their medical insurance coverage at City expense until their death. If said employee provided dependent coverage for his/her spouse prior to his/her retirement, the City shall pay said dependent's coverage until death.

- 16.5 Committee. The EMPLOYER agrees it will create a labor management committee for the purposes of discussing insurance renewal and plan design. The UNION shall appoint a representative of the AFSCME Local 517 City of Stillwater to attend the committee meeting. The City will endeavor to schedule such meetings during work hours so that no loss of pay occurs, but shall not be subject to overtime payment if said meetings are at other hours.
- 16.6 Affordable Care Act. 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 and/or minimize any penalties, taxes or fines for the Employer.

ARTICLE 17. GENERAL PROVISIONS

- 17.1 Neither the UNION nor the EMPLOYER shall discriminate against any employee because of UNION membership or non membership, nor because of age, race, creed, gender, color, religious belief, sexual or affectional preference.
- 17.2 The EMPLOYER agrees to recognize stewards and alternates as certified by the UNION subject to the following stipulations:
- (a) Employee UNION officers shall be granted a reasonable amount of time off without pay during work hours for union business, provided they notify their designated supervisor.
 - (b) Non-employee representatives of the UNION shall be permitted to come on the premises of the EMPLOYER for the purpose of investigating and discussing grievances if they first notify the EMPLOYER's designee and provided the UNION representative does not interfere with the work of the employees.
- 17.3 Work Rules. The EMPLOYER shall have the right to establish work rules and personnel policies which shall be equitably and uniformly applied. Prior to the effective date, any work rule or policy shall be posted on all bulletin boards for a period of ten (10) consecutive workdays. In addition, copies shall be furnished to the UNION, and when effective, all existing rules and policies shall be furnished to all employees. New employees shall be furnished a copy of all work rules when hired.
- 17.4 City will provide all training required by the City at City expense.
- 17.5 Any subject matter placed in the Employee's personnel file which could be detrimental to the Employee's future promotion, transfer, present or future employment, shall be served upon the Employee in writing. Such matter shall be a proper subject for the grievance procedure. All materials in any Employee's file shall be available for the Employee's inspection.
- 17.6 The EMPLOYER shall provide required uniform articles and equipment to Secretary/Dispatchers and Community Service Officers.

- 17.7 The EMPLOYER shall provide City logo jacket and shirts for Building Inspectors and Engineer Techs.
- 17.8 Effective January 1, 2023, the City shall reimburse Building Inspectors, Engineer Techs, Facilities Manager and Natural Resources Technician, up to \$200.00 each for the first time purchase of an approved winter and summer type safety shoe. Thereafter, said employees shall be reimbursed one hundred percent (100%) of the cost, not to exceed \$200.00 for the replacement of said safety shoes due to normal wear and tear or damage that is not due to negligence or careless action of the Employee.

ARTICLE 18. SAVINGS CLAUSE

Should any article, section or portion thereof, of the Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE 19. EMPLOYER AUTHORITY

- 19.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial functions not specifically limited by this Agreement.
- 19.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.
- 19.3 Prior to contracting out or subcontracting any work performed by Employees covered by the Agreement, the City agrees to meet and confer with the UNION to discuss possible ways and means to minimize the elimination of positions covered by this Agreement.

ARTICLE 20. EMPLOYEE RIGHTS

- 20.1 Employees shall have the right, freely and without fear to penalty or reprisal by the EMPLOYER to join and participate in the UNION.
- 20.2 Employees choosing to participate in the internal affairs of the UNION as an officer, steward or other capacity, may do so without fear of reprisal by the EMPLOYER for such participation consistent with the Employee's job duties and responsibilities and the provisions of this contract.

ARTICLE 21. DISCIPLINE

- 21.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one of the following forms:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension;
- (d) Demotion; or
- (e) Discharge.

21.2 Suspensions, demotions, and discharges will be in written form.

21.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the UNION will receive a copy of such reprimands and/or notices.

21.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

21.5 Employees will not be questioned concerning an investigation of the disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.

21.6 Grievances relating to this Article shall be initiated by the UNION at step 3 of the grievance procedure under Article XIII (Grievance Procedures) of this AGREEMENT.

ARTICLE 22. WAIVER

This Agreement shall represent the complete Agreement between the UNION and the EMPLOYER. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or 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 that right and opportunity 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 referred to or covered by this Agreement or 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 parties at the time that they negotiated or signed this Agreement.

ARTICLE 23. TERMINATION

This Agreement shall be effective as of the first day of January 2023 and remain in full force and effect through the 31st day of December 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by November 1st that it desires to modify this Agreement. This Agreement shall remain in full force and effect during the period of negotiations or until notice of termination of the Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date. The termination date shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this 17th day of March, 2023.

For the City of Stillwater


3/7/23, Mayor

ATTEST:


3/7/23, City Clerk

For AFSCME Council 5 Local 517


3/11/23 Field Representative


3/11/23, Field Director


3-13-23, Negotiation Team


3/13/2023, Negotiation Team

APPENDIX A

AFSCME 2023 Annual Base Pay Structure 3% General Wage Adjustment												
Grade	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
4	Administrative Assistant	\$4,115	\$4,238	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,061	\$5,213	\$5,369	\$5,530
	Building Permit Technician											
	Community Service Officer	\$4,485	\$4,620	\$4,758	\$4,901	\$5,048	\$5,200	\$5,356	\$5,516	\$5,682	\$5,852	\$6,028
	Community Service Officer-Parking											
6	Senior Accounting Clerk											
	Accounting Specialist											
	Data Specialist											
	Fire Services Specialist	\$4,889	\$5,036	\$5,187	\$5,342	\$5,502	\$5,668	\$5,838	\$6,013	\$6,193	\$6,379	\$6,570
	Payroll HR Technician											
	Asst. Building Inspector											
	Community Resource Officer											
	Engineering Tech III											
7	Assistant Planner											
	Building Inspector											
	Code Enforcement Technician											
	GIS Technician	\$5,329	\$5,489	\$5,653	\$5,823	\$5,998	\$6,178	\$6,363	\$6,554	\$6,750	\$6,953	\$7,162
	IS Technician											
	Natural Resources Technician											
	Project Coordinator											
8	Engineer Tech IV	\$5,808	\$5,983	\$6,162	\$6,347	\$6,537	\$6,734	\$6,936	\$7,144	\$7,358	\$7,579	\$7,806
	MIS Specialist											
9	Assistant Finance Director	\$6,785	\$6,989	\$7,198	\$7,414	\$7,637	\$7,866	\$8,102	\$8,345	\$8,595	\$8,853	\$9,119
	Facilities Manager											
	Planner II											

APPENDIX B

AFSCME 2024 Annual Base Pay Structure 3% General Wage Adjustment												
Grade	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
4	Administrative Assistant	\$4,238	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,061	\$5,213	\$5,369	\$5,530	\$5,696
	Building Permit Technician											
5	Community Service Officer	\$4,620	\$4,758	\$4,901	\$5,048	\$5,200	\$5,356	\$5,516	\$5,682	\$5,852	\$6,028	\$6,209
	Community Service Officer-Parking											
6	Senior Accounting Clerk											
	Accounting Specialist											
	Data Specialist											
	Fire Services Specialist	\$5,036	\$5,187	\$5,342	\$5,502	\$5,668	\$5,838	\$6,013	\$6,193	\$6,379	\$6,570	\$6,767
	Payroll HR Technician											
	Asst. Building Inspector											
	Community Resource Officer											
	Engineering Tech III											
7	Assistant Planner											
	Building Inspector											
	Code Enforcement Technician											
	GIS Technician	\$5,489	\$5,653	\$5,823	\$5,998	\$6,178	\$6,363	\$6,554	\$6,750	\$6,953	\$7,162	\$7,376
	IS Technician											
	Natural Resources Technician											
8	Project Coordinator											
	Engineer Tech IV	\$5,983	\$6,162	\$6,347	\$6,537	\$6,734	\$6,936	\$7,144	\$7,358	\$7,579	\$7,806	\$8,040
9	MIS Specialist											
	Assistant Finance Director	\$6,989	\$7,198	\$7,414	\$7,637	\$7,866	\$8,102	\$8,345	\$8,595	\$8,853	\$9,119	\$9,392
	Facilities Manager											
	Planner II											

APPENDIX B1

AFSCME 2025 Annual Base Pay Structure 3% General Wage Adjustment												
Grade	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
4												
	Administrative Assistant	\$4,365	\$4,496	\$4,631	\$4,770	\$4,913	\$5,061	\$5,213	\$5,369	\$5,530	\$5,696	\$5,867
5												
	Building Permit Technician											
	Community Service Officer	\$4,758	\$4,901	\$5,048	\$5,200	\$5,356	\$5,516	\$5,682	\$5,852	\$6,028	\$6,209	\$6,395
	Community Service Officer-Parking											
	Senior Accounting Clerk											
6	Accounting Specialist											
	Data Specialist											
	Fire Services Specialist											
	Payroll HR Technician	\$5,187	\$5,342	\$5,502	\$5,668	\$5,838	\$6,013	\$6,193	\$6,379	\$6,570	\$6,767	\$6,970
	Asst. Building Inspector											
	Community Resource Officer											
	Engineering Tech III											
7	Assistant Planner											
	Building Inspector											
	Code Enforcement Technician											
	GIS Technician	\$5,653	\$5,823	\$5,998	\$6,178	\$6,363	\$6,554	\$6,750	\$6,953	\$7,162	\$7,376	\$7,598
	IS Technician											
	Natural Resources Technician											
	Project Coordinator											
8	Engineer Tech IV	\$6,162	\$6,347	\$6,537	\$6,734	\$6,936	\$7,144	\$7,358	\$7,579	\$7,806	\$8,040	\$8,281
	MIS Specialist											
9	Assistant Finance Director											
	Facilities Manager	\$7,198	\$7,414	\$7,637	\$7,866	\$8,102	\$8,345	\$8,595	\$8,853	\$9,119	\$9,392	\$9,674
	Planner II											

EXHIBIT C
MEMORANDUM
OF
UNDERSTANDING BETWEEN
THE CITY OF STILLWATER
AND
AFSCME COUNCIL 517
REGARDING WORKING OUT OF CLASSIFICATION PAY

SUBJECT: WORKING OUT OF CLASSIFICATION PAY

PURPOSE: To define and delineate circumstances when an employee will receive compensation for the performance of duties in a higher classification than he/she normally performs.

APPLICABILITY:

The provisions of this policy apply to AFSCME Council 517 City of Stillwater employees.

STATEMENT OF POLICY AND UNDERSTANDING:

1. Compensation for working out of classification is provided as monetary recognition to an employee for the assumption and performance of duties normally performed by an employee of higher classification.
2. The assumption and performance of the duties of the higher classification must encompass the full range of responsibilities of the higher classification. This shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the employee and his or her immediate supervisor for the purpose of providing a training opportunity to the employee, for a mutually agreed upon period of time.
3. The performance of such duties must be for an extended period of time, wherein a need exists to fulfill the duties and responsibilities of the vacant position. An extended period of time is generally considered as an assumption of duties and responsibilities that will last in excess of ten (10) work days.
4. Working out of classification compensation shall be allowed only after written recommendation of the department head and concurrence by the City Coordinator. Recommendation and designation shall be accomplished prior to the assumption of higher classification responsibilities.
5. The employee's compensation will be increased by 5% to the next highest step of the higher classification in which the employee is substituting.

6. When the temporary assignment is completed, the employee's salary will be readjusted to its previous level on the level where it would have attained, including general salary adjustment and within range increases, if the out-of-classification pay had not been made. The employee's date of hire and anniversary date will remain unchanged throughout the temporary assignment.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum of understanding on this 4th day of August, 1994.

FOR AFSCME COUNCIL 517

Matthew Nehra
Sheila M. Samara
Stuart W. Glown

FOR THE CITY OF STILLWATER

Charles M. Hooley
John J. Kincaid

Exhibit D
MEMORANDUM OF UNDERSTANDING
Between
The City of Stillwater
and
Local 517, Council No. 5 of the
American Federation of State, County and Municipal Employees, AFL-CIO

Contributions to
Post Employment Health Care Savings Plan

This Memorandum of Understanding is entered into between the City of Stillwater (hereafter "City") and AFSCME Local No. 517 (hereafter "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement; and;

WHEREAS, Minn. Stat. § 352.98 allows the City to sponsor a post employment health care savings program that allows employees to save money to pay medical expenses and/or health insurance premiums after termination of public service.

NOW, THEREFORE, the parties hereto agree as follows:

1. All funds collected by the City on behalf of an employee will be deposited into an employee's Post Employment Health Care Savings Plan account administered by the Minnesota Post Employment Health Care Savings Plan established under Minn. Stat. § 352.98 and as outlined in the Minnesota State Retirement System's (MSRS) Trust and Plan Documents.
2. All employees not covered under City Ordinance No. 844, which provides for the City's Hospital/Medical Insurance for Retired employees, will be considered eligible employees and will participate in the Post Employment Health Care Savings Plan.
3. Eligible employees shall contribute twenty-five dollars (\$25.00) per paycheck to the employee's Post Employment Health Care Savings Plan.
4. Eligible employees shall contribute 50% of the severance pay benefit that is due to the employee based on Article IX of the collective bargaining agreement to the employee's Post Employment Health Care Savings Plan upon separation of employment.
5. Any description of benefits contained in this Memorandum of Understanding is intended to be informational only. The management of contributed funds into the Post Employment Health Care Savings Plan is the responsibility of the Plan Administrator, Minnesota State Retirement System (MSRS), and the State Board of Investment, their agents, employees or subcontractors and/or the investment option provider selected by the employee. The City's only obligation is to deposit accrued monies

as outlined by this Memorandum. The City has no other responsibilities or obligations and no other claims can or shall be made against the City pursuant to this Memorandum.

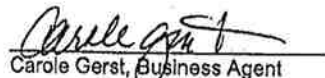
6. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

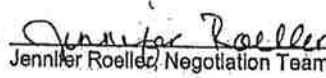
For the City of Stillwater:


Ken Haryock, Mayor


Diane Ward, City Clerk

For AFSCME Council 5, Local 517:


Carole Gerst, Business Agent


Jennifer Roeller, Negotiation Team


Michel Pogge, Negotiation Team

Date: Oct 22, 2010

Exhibit E

MEMORANDUM
OF UNDERSTANDING BETWEEN
THE CITY OF STILLWATER
AND
LOCAL 517 COUNCIL NO. 14 OF THE
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

SUBJECT: DRUG and ALCOHOL TESTING POLICY

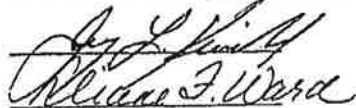
PURPOSE: To establish circumstances when an employee will be tested for drug use and alcohol consumption.

APPLICABILITY: The provisions of this policy apply to all AFSCME (Local No. 517) employees.

STATEMENT OF UNDERSTANDING: It is understood that the City of Stillwater and Local 517, Council No. 14 of the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, have negotiated and agreed on the City of Stillwater Drug and Alcohol Testing Policy, as drafted April 6, 2000, as attached.

In the event that Minnesota Statutes 181.950 through 181.957 Drug and Alcohol Testing in the Workplace, are amended, the parties shall open this Memorandum to negotiate the Subject of said Memorandum.

FOR THE CITY OF STILLWATER:


Michael J. Ward

FOR AFSCME
(LOCAL NO. 517):

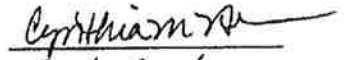
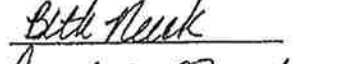


Cynthia M. R.

Beth Neuk

Cynthia & Jacobson

Exhibit F
MEMORANDUM
OF UNDERSTANDING BETWEEN
THE CITY OF STILLWATER
AND
LOCAL 517 COUNCIL NO. 5 OF THE
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

SUBJECT: APPLICATION OF AFSCME LABOR AGREEMENT TO EXEMPT EMPLOYEES

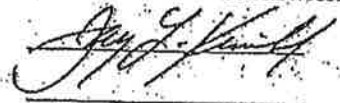

PURPOSE: To establish language applicable to job classifications that are designated as "Exempt" under the Fair Labor Standards Act (FLSA).

APPLICABILITY: The provisions of this policy apply to all AFSCME (Local No. 517) employees that are appointed to a job classification that is designated as "Exempt" under the Fair Labor Standards Act (FLSA).

STATEMENT OF UNDERSTANDING: It is understood that the City of Stillwater and Local 517, Council No. 5 of the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO, have negotiated and agreed on the application of the AFSCME Labor Agreement to exempt employees.

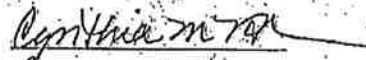

It has been agreed by the parties that any portions of the AFSCME labor agreement concerning overtime, compensatory time, and call back time will not apply to job classifications that are designated as "Exempt" under the Fair Labor Standards Act (FLSA). All other provisions of the Labor Agreement will remain in full force and effect. "Exempt" employees are eligible for time off under the City's Flex Time Policy.

FOR THE CITY OF STILLWATER:

Date: 12.07.04

FOR AFSCME
(LOCAL NO. 517):

Date: 12/7/04

MEMORANDUM OF UNDERSTANDING

Exhibit G

Between

**CITY OF STILLWATER
and
AFSCME**

MIS On-Call

This Memorandum of Understanding is entered into between the City of Stillwater (hereafter "City") and AFSCME (hereafter "Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement;

WHEREAS, the City of Stillwater Information Systems staff rotate on-call duties;

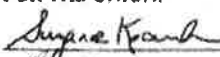

WHEREAS, on-call has been defined as occurring during the period of time after leaving the building or work location at the end of the regular shift and before the beginning of the next regularly scheduled shift over the course of a week (seven consecutive days);

WHEREAS, the MIS Specialist and IS Technician has served on-call duties every third week.

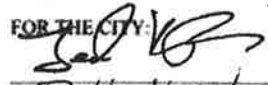

NOW, THEREFORE, the parties hereto agree as follows:

1. The City shall compensate the MIS Specialist \$100 for every third week of on-call duties. Said payment shall be applied to the employee's annual salary in an equivalent amount of \$1,700.00 effective January 1, 2017.
2. This Memorandum of Understanding shall be effective January 1, 2017. In the event the MIS Specialist no longer serves on-call duties every third week, this Memorandum of Understanding shall expire.
3. This Memorandum of Understanding shall not constitute a precedent with regard to any subsequent negotiations or matters between the parties.
4. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.
5. Effective January 1, 2021, the City will continue to compensate the IS Technician \$100 for every third week of on-call duties.
6. Effective January 1, 2022, the City shall compensate the MIS Specialist and the IS Technician \$115 for every third week of on-call duties.

FOR THE UNION:

 **12/15/20**
 **12/15/20**

FOR THE CITY:

**AFSCME Labor Agreement
Page 26**