

COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF RICE LAKE BASIC

AND

AFSCME MINNESOTA COUNCIL 5

1/1/2024 - 12/31/2026

**AGREEMENT BY AND BETWEEN THE CITY OF RICE LAKE AND
AFSCME MINNESOTA COUNCIL 5 REPRESENTING RICE LAKE BASIC UNIT**

This Agreement is made and entered into by and between the City of Rice Lake, Minnesota, hereinafter referred to as the "Employer" and AFSCME Minnesota Council 5 representing all non-essential employees of Rice Lake hereinafter referred to as the "Union." The Agreement will have a Term of three (3) years, starting January 1, 2024 and continuing through December 31, 2026, except that Union and Employer agree to reopen the Agreement in 2025 for the sole purpose of bargaining related to Minnesota's Paid Family and Medical Leave Act.

ARTICLE - 1- PURPOSE OF AGREEMENT

SECTION 1. This Agreement has as its purpose the promotion of harmonious relations between the Employer, its employees, and the Union, the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise without interference or disruption of efficient operation of the department; and the establishment of a formal understanding relative to all terms and conditions of employment.

SECTION 2. Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neutral gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and wherever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 2 - RECOGNITION

SECTION 1. The Employer recognizes the Union as the exclusive representative under Minnesota Statutes 179A.03, subd. 14, for all employees of the City of Rice Lake bargaining unit as certified by the Bureau of Mediation Services, Certification of Exclusive Representative, dated February 26, 1990, Case No. 89-PR-2306.

SECTION 2. In the event that a job classification is established by the Employer, which it proposes should be excluded from the collective bargaining agreement, it is agreed that in the event of a controversy regarding said exclusion, the matter shall be submitted to the Bureau of Mediation Services for determination.

SECTION 3. DEFINITIONS as used in this Agreement the following terms shall be defined as follows:

- A. City - shall be construed to mean the City Council of Rice Lake.
- B. Immediate Family - shall be defined in Sick Leave and Funeral leave
- C. Sickness or Illness - shall be understood to include bodily disease and afflictions whether or not a precise diagnosis is possible, when such disease is in fact disabling and shall include any ailment or

condition due to bodily injury.

- D. Full-time Employment - shall mean an employee who normally works 40 hours per week.
- E. Part-time Employment - shall mean employment regularly engaged in on a schedule less than full-time.
- F. Temporary Employment - shall be an employee as defined by Minnesota Statute 179A.03, Subd. 14.f.
- G. Misconduct - shall have the same meaning as the definition of "employment misconduct" in Minnesota Statutes § 268.095, Subd. 6.

ARTICLE 3 - MANAGEMENT RIGHTS

SECTION 1. Authority and Exceptions: In the formulation of this Agreement, the City recognized that it is a creature of the State of Minnesota, and this agreement must conform to the statutes of the State and that within this framework of the law the City Council must be in final control. Subject to these conditions, the City may establish governing principles upon which a progressive system of employee relations may be based. The City will support favorable labor standards and employment conditions as are consistent with local welfare having regard for the fact that the work of the City is financed by the people of Rice Lake.

SECTION 2. Rights of Management: It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City in all of its various aspects, including but not limited to the right to select, hire, and discharge all personnel.

SECTION 3. Drug and Alcohol Testing in the Workplace Policy. All employees represented under this collective bargaining agreement will be subject to the Drug and Alcohol Testing in the Workplace policy negotiated between the parties. A copy of the negotiated policy is attached hereto as Addendum C.

ARTICLE 4 - LEGAL SERVICE

SECTION 1. Except in cases of malfeasance of office or willful or wanton neglect of duty, Employer shall defend, save harmless and indemnify and employee and/or his estate against any claim or demand whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of employee's duties.

ARTICLE 5 - UNION SECURITY

SECTION 1.

- A. The Employer agrees to cooperate with the Union in the deduction of regular monthly dues for those employees who request in writing to have regular monthly Union dues checked off by payroll deduction. The Employer agrees to remit such regular monthly dues, as determined by the union, in a manner agreed to between the union and the employer.
- B. The Union agrees to indemnify and hold the Employer harmless against any and all claims,

suits, orders of judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of paragraph A of this Section.

SECTION 2. The Employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment.

SECTION 3. The Union may designate members to act as stewards or officers and shall inform the Employer of such choice and of any changes in stewards or officers in writing.

SECTION 4. The Employer agrees to make space available on the Employer bulletin board for the posting of Union notice(s) and announcements and to make space available for Union meetings when it does not conflict with the operations of the department.

SECTION 5. The Employer agrees to allow the officers and designated representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay for the purpose of conducting Union business when such time will not interfere with the operations of the City.

SECTION 6. The Union shall be afforded the opportunity to attend new employee orientation to meet with new employees to explain contractual rights under this Agreement and to introduce new employees to the union. This new employee meeting shall not exceed thirty (30) minutes.

ARTICLE 6 - EMPLOYER SECURITY

SECTION 1. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the absence in whole or part of the full, faithful and proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE 7 - NONDISCRIMINATION

SECTION 1. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex (including gender, gender identity, gender nonconformity, and status as a transgender individual, or pregnancy), race, including traits associated with race, including but not limited to hair texture and hair styles such as braids, locs and twists, color, religion, creed, national origin, ancestry, age, physical, sensory, or mental disability, citizenship, genetic information or testing, honesty testing, sexual orientation, marital status, past, present or prospective service in the uniformed services, familial status, membership or activity in a local commission, use or nonuse of lawful products (for

example, tobacco) off of the employer's premises during non-working hours, declining to attend a meeting or to participate in any communication about religious or political matters, public assistance status or any other characteristic protected under applicable federal, state, or local law. The Union and the employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article.

SECTION 2. The Employer shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement. The Union shall not discriminate against, interfere with, restrain, or coerce an employee from exercising the right to join or not to join the Union and will not discriminate against any employee in the administration of the Agreement because of non-membership in the Union.

SECTION 3. The Union accepts its responsibilities as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

ARTICLE 8 - PREVAILING RIGHTS

SECTION 1. It is the expressed intention of the parties to limit all terms and conditions of employment of this bargaining unit to be the expressed terms of this agreement.

ARTICLE 9- SEPARABILITY AND SAVINGS CLAUSE

SECTION 1. This Agreement in subject to the laws of the United States, the State of Minnesota, and the City of Rice Lake.

SECTION 2. If any Article or Section of the Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the reminder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

ARTICLE 10- GRIEVANCE PROCEDURE

SECTION 1. Definitions. A grievance is a written complaint by the employee(s) and/or the Union over the

interpretation or application of the terms and conditions of this agreement.

SECTION 2. If the employee or the Union does not file a grievance in writing within fifteen (15) calendar days after the employee knew or should have known the act or condition on which the grievance is based, then the grievance shall be deemed to have been waived and the employee shall not have recourse to this grievance procedure.

Step 1. The employee shall attempt to resolve the complaint with the immediate supervisor and the Administrative Assistant by an informal discussion prior to filing a written grievance. If not resolved in this manner, the grievance may be moved to Step 2.

Step 2. In the event no settlement is reached in Step 1, the Union may move the grievance to Step 2 by requesting the City Council appointed Human Resources Supervisors to set a meeting to discuss the grievance. Such request shall be in writing and must be received by the Employer within ten (10) calendar days of the receipt of notice of denial at Step 1 or within fifteen (15) calendar days after the employee knew or should have known of the act or condition on which the grievance is based, whichever occurs first.

Step 3. If a settlement is not reached in step 2, the grievance may be submitted to the Bureau of Mediation Services by mutual agreement of both parties for a resolve. If not mutually agreed, the grievance may be submitted to Step 4.

Step 4. If no settlement is reached in Step 2 or 3, the grievance shall be submitted to arbitration by written notice to the other party on or before the earlier of five (5) calendar days following the Step 3 meeting or twenty-five (25) calendar days after the employee knew or should have known of the act or condition on which the grievance is based, whichever occurs first, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) calendar days after the submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State of Minnesota to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until one name remains, the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance will be held promptly by the arbitrator, and a decision shall be rendered by him/her within thirty (30) days after the date of the hearing.

SECTION 3. Duly authorized representatives of the Union shall have the right to accompany the employee and/or the Union Grievance Committee at all times in the discussion or adjustment of grievances.

SECTION 4. In the event of such grievance arising, there shall be no suspension of operations to resolve such grievance described in the manner above. The Employer and the Union agree that the investigation and processing of grievances shall be accomplished during the normal workday when possible. Any resulting reduction in wages or loss of leave rime to the aggrieved or the union steward shall not be the burden of the employer unless the grievance is sustained.

SECTION 5. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with or modifying or varying from in any way the Agreement or 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 closing of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the employer and the Union 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.

SECTION 6. Waiver, If a grievance is not presented within the rime 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 the 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.

ARTICLE 11- DISCIPLINE

SECTION 1. The Employer will discipline for just cause only. Discipline will be handled in one or more of the following steps:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

SECTION 2. Just Cause. Just cause for discipline shall include, but shall not be limited to, without limitation, the following: Use or being under the influence of drugs or alcohol while on duty, insubordination in performance of his/her work, willful negligence, breach of safety and work rules, persistent tardiness, absent without permission or notice, theft, and the violation of the terms of this agreement.

SECTION 3. Dismissals and Suspensions. City Council may dismiss or suspend an employee under their supervision for just cause as defined in Section 2 above, and may dismiss an employee under their supervision for just cause as defined in Section 2 above or items a. though e. set out below as items

constituting cause for dismissal. In so doing, the supervisor and/or City Council shall state the cause for dismissal or suspension in writing. An employee dismissed or suspended shall be entitled to a hearing if requested by the employee or his representative within ten (10) days after the notice of dismissal or suspension. The following items constitute cause for dismissal:

- A. Failure to report or refusal to work
- B. Reporting for work under the influence of alcohol, narcotic drug or controlled substance, excepted as prescribed by physician, or use of the same while on the job. The employer shall have the right to verify suspicion of use through the appropriate test procedure. The employer shall also be responsible for pay such test.
- C. Repeated tardiness or unauthorized absence.
- D. Incompetence, inefficiency, misconduct, dishonesty or disobedience.
- E. Theft

SECTION 4. Notices of suspension and/or discharge will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. The Union shall be provided a copy of each such notice.

SECTION 5. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee shall receive a copy of such reprimand and/or notice. Written reprimands will be purged from the employee's personnel file and be of no effect one (1) year after the date on which the employee acknowledged the reprimand.

SECTION 6. It is understood and agreed that in the event of a meeting which shall result in disciplinary action, that the affected employee shall be advised of their right to request that their Union Representative be present. For the purposes of this section, it is understood and agreed that the Union will advise the City of their local representative(s) who will serve in such a capacity.

SECTION 7. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

ARTICLE 12 - JOB SAFETY

SECTION 1. It shall be the policy of the Employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its ever day responsibilities.

SECTION 2. It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to ensure safety. This

employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

SECTION 3. Employees that are required to wear safety shoes by OSHA regulations or the City shall be reimbursed up to two hundred dollars (\$200.00) every calendar year or four hundred dollar (\$400.00) every two years. Failure to wear safety shoes in areas designated by the employer may lead to disciplinary action.

Section 4. Employees will be provided a clothing allowance of one hundred fifty dollars (\$150.00) per year to purchase City of Rice Lake branded merchandise from a selection of safety-oriented clothing, including, but not limited to, bib overalls, jackets, and coats. Safety vests will continue to be provided to Employees separate from the clothing allowance. Employer will purchase the requested clothing and have all items branded with the City logo. Branding will be done at Employer's expense.

ARTICLE 13 - SENIORITY

SECTION 1. DEFINITION. Seniority shall mean an employee's length of service within a classification in a department. An employee shall retain his/her seniority earned in any previous positions held with City of Rice Lake within this bargaining unit, assuming there has been no break in service with the City since the accrual of that seniority. An employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement, or a layoff which exceeds one (1) year, except employees hired prior to January 1, 1998, which will be two (2) years in duration. When two or more employees have the same seniority date, their position on the seniority list shall be determined by lot. The Employer shall post a seniority list on February 1" of each year.

SECTION 2. LAYOFFS. When a reduction the work force become necessary, all temporary employees shall be laid off first. The employee with the least seniority shall be the next laid off provided the remaining employees are qualified to perform the work available. The last employee laid off shall be the first to be recalled for work provided he is qualified to perform the available work.

Any employee recalled to work and accepting same shall be given five (5) calendar days' advance notice in which to report for work. Certified mail will be used only in cases where the individual declines a telephone notification or cannot be reached by phone or other means. When the employee received notice of recall, he must notify the City within a forty-eight (48) hour period following the receipt of such notice of his intention of accepting or rejecting recall or be terminated. Saturdays, Sundays, and holidays shall not be included in the 48-hour time.

If an employee fails to report within five (5) days after the notice or attempt of notice, without filing a satisfactory explanation acceptable to the Employer for not reporting, he will be considered as having

voluntarily quit.

Employees shall notify the City of their proper telephone number and post office address or change of address. The City shall be entitled to rely upon the address shown upon its records.

In the event of a layoff, employees shall receive employer-paid health insurance for a period of three months at the level the employee was insured at the time of the layoff.

SECTION 3. PROBATIONARY EMPLOYEES. Full-time employees shall serve a probationary period of 1040 hours. Part-time employees shall serve a probationary period of 520 hours. During such period, employees may be discharged by the employer without the same constituting a breach of this contract or causing a grievance hereunder. During the probationary period, a promoted or reassigned employee may be returned to his/her previous position at the sole discretion of the Employer.

ARTICLE 14- PROMOTIONS, VACANCIES & TRANSFERS

SECTION 1. All vacancies the City wishes to fill shall be posted for a seven (7) day period. Employees wishing to be considered for such vacancies shall submit a written statement to that effect which shall include their qualifications for the vacant position. The employer shall make a determination as to any employee's qualifications, and ability. If an employee is denied a position because of the Employer's determination that he/ she is not qualified, the employee may grieve the decision through the Grievance Procedure, Article 10.

SECTION 2. Transfers. Employees covered by this agreement may be eligible candidates for vacancies. Employees who qualify shall be allowed to make lateral transfers before the employer hires outside the existing staff. When all employees applying for the vacancy are qualified, the most- senior employee will be transferred. Transfers shall take place before promotions.

SECTION 3. Promotions. Promotions shall be defined as the employee's change to a classification which requires more responsible duties and is contained on a higher pay grade. Promotions shall be based on seniority and qualifications and if considered first in seniority order. Employees that are transferred or promoted to a new job title shall serve a probation period of ninety (90) calendar days, during which time he/ she may elect to return to his/her previous position.

SECTION 4. Vacancies. Employees who qualify according to Section 3, above, shall be offered promotions to vacancies and newly-created positions before new employees are hired.

ARTILCE 15 - CONSTITUTIONAL PROTECTION

SECTION 1. Employees shall have the right granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 16 - WORK SCHEDULE

SECTION 1. The normal work year shall be 2,080 hours, consisting of eight (8) hours of work each day, to be accounted for by each employee through scheduled hours of work, holidays, training, vacation and paid sick leave or any authorized paid leave time. Unless otherwise established by the Employer, work hours shall be from 7:30 am to 4:30 pm, and lunch breaks of clerical staff shall be set by the Employer to enable the Employee to remain open to the public for business throughout the entire business day (7:30 am to 4:30 pm).

ARTICLE 17-WAGES

SECTION 1. The wage and salary schedule agreed to shall be attached and shall be incorporated into this agreement as Addendum "A."

ARTICLE 18 - CALL BACK

SECTION 1. Any employee called back to work Monday through Saturday outside their regular schedule, as established by the Employer under Article 16, Section 1, shall be paid at time and one-half (1 ½ x) the base rate of pay with a minimum of three (3) hours pay. Any employee called back to work on a Sunday shall be paid at two (2 x) the employee's base rate of pay with a minimum of three (3) hours pay. As provided in Article 23, when a holiday falls on a Sunday, it shall be observed on the following Monday. Therefore, no holiday pay will be paid for work on a Sunday.

SECTION 2. Any employee required by the City or their supervisor to attend City meetings at such times other than their regular scheduled work hours shall be paid at one and one half (1 ½ x) their base rate of pay with a minimum of two (2) hours pay.

SECTION 3. Subject to the sole discretion of the Public Works Supervisor, employees will be called back to work based on position and the qualifications to do the work in seniority order, from most senior to the least, to the extent possible.

ARTICLE 19 - OVERTIME

SECTION 1. Subject to other provisions in the Agreement relating to premium pay, all employees required to work over eight (8) hours per day or forty (40) hours per week shall be compensated at time and one-half pay.

SECTION 2. Overtime will be distributed as equally as practicable within classifications within the same pay grade. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime shall be calculated to the nearest fifteen (15) minutes.

SECTION 3. Compensatory Time Off for overtime in lieu of payment.

- A. The terms “*Compensatory Time*” and “*Compensatory Time Off*” means hours during which an employee is not working, which are not counted as hours worked during the applicable workweek for purposes of overtime compensation, and for which the employee is compensated at the employee's regular rate.
- B. In lieu of receiving payment for overtime an employee can choose to accrue, i.e., “bank” Compensatory Time Off at the rate of one and one-half (1 ½) hours for each hour of overtime worked.
- C. The maximum amount of Compensatory Time Off that can be accrued (banked) by an employee is 80 hours.
- D. The accrued (banked) Compensatory Time Off must be used or cashed out in the same calendar year as it is earned.
- E. Upon request, an employee may use the accrued (banked) Compensatory Time Off within a reasonable period after making the request, if such use would not “unduly disrupt” the operations of the City.
 - (1) “*Unduly disrupt*” means the employee’s use of accrued (banked) Compensatory Time Off would impose an unreasonable burden on the City's ability to provide services of acceptable quality and quantity for the public during the time requested without the employee's services.
- F. Accrued (banked) Compensatory Time Off must be used in minimum increments of four (4) hours.
- G. An employee may also request the cash out (i.e., payment for the Banked Compensatory Time Off) at any time during the same calendar year.
- H. The hours used of accrued (banked) Compensatory Time Off or the payment of accrued (banked) Compensatory Time Off in a subsequent workweek, shall not be counted in determining “hours worked” for that subsequent workweek. Only the actual “hours worked” in the subsequent workweek shall be used to determine eligibility for overtime in that subsequent workweek.
- I. An employee who has accrued (banked) Compensatory Time Off, upon termination of employment, shall be paid for the accrued but unused Compensatory Time.

ARTICLE 20 - SICK LEAVE

SECTION 1. Sick Leave. Earned Sick and Safe Time (ESST) shall be taken for purposes allowed under Minnesota Statutes Sections 181.9445 – 181.9448. This policy exceeds the requirements set forth in Minnesota’s ESST law, effective January 1, 2024. Employees are allowed to use ESST for the following purposes under the ESST law:

- The employee’s mental or physical illness, treatment, or preventive care;
- A family member’s mental or physical illness, treatment or preventive care;
- Absence due to domestic abuse, sexual assault, or stalking of the employee or a family member;

- Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- When determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

Employees may use ESST for the following family members under the ESST law:

- Their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- Their spouse or registered domestic partner;
- Their sibling, stepsibling, or foster sibling;
- Their biological, adoptive, or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- Their grandchild, foster grandchild, or step-grandchild;
- Their grandparent or step-grandparent;
- A child of a sibling of the employee;
- A sibling of the parents of the employee;
- A child-in-law or sibling-in-law;
- Any of the family members above of an employee's spouse or registered domestic partner;
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

All accrued time off that can be used by the employee under ESST will be available on each employee's pay stub each pay period.

If an employee is absent from duty for more than three (3) consecutive days, the employee's supervisor may request appropriate verification for such absence from the employee's doctor, consistent with Minnesota law.

- A. Accumulation. Upon the start of employment, an employee will be credited with 48 hours of ESST and will accumulate ESST at the rate of four point three one (4.31) hours per pay period
- B. Limits. In the event that an employee does not use the full amount of ESST days allowed, they may be accumulated to his/her credit a total of not more than 480 hours.
- C. Injuries or illness during work. Employees who are injured or become ill while working must make an immediate report of such injury /illness to their immediate Supervisor or Administrative Assistant. All injuries however slight must be reported within eight (8) hours.
- D. ESST and Worker's Compensation. ESST with pay will not be granted for time lost from work which is compensated for by the City's workers' compensation insurance policy. An employee receiving workers' compensation payments may take sufficient ESST to make up the

difference between his normal earnings and the workers' compensation payment. All portions of insurance premiums that would be paid by the City shall be the sole responsibility of the Employer when the employee is out on workers' compensation. Under no circumstances shall total payments made to employee exceed employee's regular net pay.

- E. Termination. No ESST benefit of any kind shall be granted after termination of employment. Upon termination of service, no cash payment shall be made for sick leave unused.
- F. Changing of Leave Status. An employee on vacation who becomes ill or injured may, upon written notification from a medical doctor, change his/her leave status to ESST.
- G. Penalty. Claiming ESST for reasons other than what is allowed under law may be cause for disciplinary action, including transfer, suspension, demotion or dismissal.

ARTICLE 21- LEAVES OF ABSENCE

SECTION 1. BEREAVEMENT LEAVE. The Employer shall grant a leave of absence with pay up to three (3) consecutive days in the event of death in the employee's immediate family. The immediate family for this purpose shall be spouse, mother, father, stepparents, mother-in-law, father-in-law, grandparents, brother, sister, children, or stepchildren provided the compensable days off fall on the employee's normally scheduled workdays.

In the event travel is required to a point outside a 300 mile radius of the City of Rice Lake, an additional period not exceeding two (2) days will be allowed with pay, for travel, if needed, with the City's approval.

SECTION 2. JURY DUTY. An employee who is called to serve on jury duty shall be paid for actual hours worked for the City. If this pay, together with his jury duty pay, does not equal his regular weekly pay, the City will make up the difference provided the employee works such hours as he is available during the hours when court is not in session. The above shall apply to petit jury duty only and said leave shall not exceed two (2) weeks. An employee receiving full pay from the City while serving on a jury is required to turn in to the City the jury duty pay for the period he served on the jury, excepting, however, if an employee were able to perform his assigned duties during such period of service, he shall be allowed to retain his jury duty pay.

SECTION 3. PERSONAL LEAVE. A leave of absence without pay not to exceed six (6) months may be granted by the City Council upon written request of the employee. The leave of absence may be extended for an additional six months, but in no event for any longer period without agreement of the City Council. An employee shall not continue to accrue seniority when a personal leave of absence is granted.

- a. The employer shall be allowed to terminate a leave of absence with a reasonable date of return to employment and for justifiable causes. The termination of said leave of absence

shall not be with malice or prejudice toward any employee.

SECTION 4. MEDICAL LEAVE. LEAVE OF ABSENCE WITHOUT PAY. Any employee in the service of the City, who is mentally or physically incapacitated to perform his/her duties or who for any stated reasons wishes to absent him/herself from duties, may, with approval of the City, be granted leave of absence. Such medical leave shall be granted only if it is deemed to be in the best interest of the City and, except in the case of illness or disability, shall not exceed six (6) months.

Doctor's reports may be required to work again. If an employee claiming sick leave has been incapacitated for the whole or major part of his/her absence, the Department Supervisor may require evidence that the employee is again physically able to perform his/her duties. Persons responsible to a Department shall provide such evidence to the Administrative Assistant.

SECTION 5. ABSENCE WITHOUT LEAVE. No employee shall absent him/herself from duty without permission of his/her Supervisor and/or City Council as provided herein. Any employee absenting himself from duty without leave or permission will be subject to disciplinary action and may be discharged from City service. If an Employee does not call-in prior to missing a shift, as required, on three (3) consecutive days, the Employee will be deemed to have voluntarily quit and abandoned employment with the City.

SECTION 6. PREGNANCY AND PARENTING LEAVE. The City will grant an unpaid leave of absence to an Employee who is: (1) a biological or adoptive parent in conjunction with the birth or adoption of a child; or (2) a female Employee for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the Employee, but must not exceed 12 weeks, unless agreed to by the City. The City may require prior notice to determine the commencement dates of maternity leave. In determining the commencement dates of maternity leaves, the City shall review each request on its individual merits, taking into consideration individual duties, efficiency, health or welfare of the Employee or child, or other relevant material. The City shall not discriminate based on sex. The City shall give the Employee up to twelve (12) weeks of Pregnancy and Parenting Leave. Following the birth or adoption, and upon signifying an intent to return with at least two weeks' notice and within the twelve (12) week leave of absence period, such Employee shall be reinstated to the Employee's original job or to a position of like status and pay. The City may require the Employee to produce medical certification that the Employee is fit for duty for the essential duties of the Employee's position before returning to work. All Pregnancy and Parenting leave benefits shall apply to both married and unmarried employees and to all employees regardless of sex or gender.

SECTION 7. OUTSIDE EMPLOYMENT. Employees are permitted to engage in outside employment subject to the following restrictions:

- A. Any outside employment is secondary to City employment and shall not interfere with proper performance of City employment. Employees shall report to work refreshed and ready to work.
- B. No employee shall accept pay or compensation from anyone for the time during which he/ she is reimbursed by the City.

- C. Employees are prohibited from working for any contractor or company that has a contract with the City during the period of construction work for the City.

ARTICLE 22 - LUNCH BREAKS

SECTION 1. The lunch periods in the department shall be established as part of the regular shift at the discretion of the department head. This shall mean a duty-free period of sixty (60) minutes for clerical employees and thirty (30) minutes for all other classifications.

ARTICLE 23 - HOLIDAYS

SECTION 1. The following days during a calendar year shall be observed and considered as paid holidays for all full-time employees:

New Year's Day	Memorial Day	Independence Day
Martin Luther King Day	Presidents' Day	Juneteenth
Labor Day	Thanksgiving Day	Day After Thanksgiving Day
Veterans' Day	Christmas Eve	Christmas Day

SECTION 2. All full-time employees shall be paid holiday pay equal to the Employee's average daily rate of pay, subject to a maximum of eight (8) hours of pay for the holiday, if the holiday occurs on a day for which the Employee is scheduled to work and unless the holiday pay would increase the Employee's hours of pay beyond 40 in the workweek. Employees required to work on a holiday shall receive time and one-half (1-1/2) their regular rate of pay for the hours worked in addition to the holiday pay. When a holiday falls on Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed on the following Monday.

SECTION 3. In addition to the scheduled days listed herein, an employee shall be allowed two (2) personal leave days per year. Personal leave days must be used in the year earned.

ARTICLE 24 - VACATIONS

SECTION 1. Employees shall be entitled to vacation on the following basis:

YEARS OF SERVICE	PAID VACATIONS
6 months (if probation completed)	5 days
1 year	10 days
5 years	15 days
10 years	20 days

SECTION 2. Employees shall be allowed to carry over vacation in an amount of ten (10) days in addition to the annual vacation earned and based upon his/her length of service with the City. Any accumulations in excess of said maximum shall be forfeited in such a manner designed to decrease his total vacation days accumulation down to the negotiated allowable maximum based upon his length of service with the City.

Requests in writing for vacation days received by department heads or supervisors prior to April 15 of each year will be granted based on seniority. When received, if a conflict exists, the less senior persons may choose open dates where no conflict exists. Once all requests received prior to April have been scheduled, any future request will be assigned on a first come, first-served basis without regard to seniority.

SECTION 3. Vacations must be taken only with the immediate supervisor's approval. Vacations of more than ten (10) days must have approval of the City Council. In the case of the death of any employee who is qualified herein, any unused vacation shall be paid to his estate or heirs. Official holidays which occur within an employee's vacation shall not be construed as charges against the vacation accumulation.

ARTICLE 25 - VETERANS' PREFERENCE

SECTION 1. Nothing herein shall affect the Veterans' Preference Laws and Rights of the employees thereunder.

ARTICLE 26 - INSURANCE

SECTION 1. All new employees shall be eligible to receive medical insurance no later than the end of 90 days of contiguous employment. In the event a new employee wishes to participate in the program from commencement of their employment, he/ she may do so by self-payment at the same rate as the City pays. At the time of enrollment, the employee must inform his/her supervisor of the City whether he/ she desires single or family coverage.

SECTION 2. The Employer shall pay 80% of health insurance premiums and the employee shall pay 20% of health insurance premiums. These percentages apply to single and family coverage for all participating employees. The Employer may offer a second high deductible medical plan with a Health Savings Account (HSA). In the event the Employee selects the high deductible medical plan, the Employer will contribute 80% of the health insurance premiums and deposit \$100.00 per month into an HAS.

The amount as established above must be paid directly by the City to the officer of the group medical insurance policy or directly into an HSA. No partial or full cash payments of the amount will be made to an employee. In addition, the City will periodically offer different group medical insurance packages

for review and possible adoption.

SECTION 3. The City of Rice Lake shall continue to provide the coverage before set forth during the period of temporary total disability of employees resulting from compensable injury under the Worker's compensation Act, or on sick leave for an additional ninety (90) days after sick leave has been exhausted.

SECTION 4. The City shall provide each eligible employee with \$25,000 term life insurance at no cost to the employee while he is employed by the City of Rice Lake. Such coverage shall terminate upon separation of the employee from the City of Rice Lake, subject, however, to any conversation policies provided for in the certificate and/or policy in effect at the time.

SECTION 5. The City of Rice Lake reserves the right to select medical ~~manages~~ providers as long as it does not create a significant reduction in benefits.

SECTION 6. The Employer agrees to administer a dental insurance plan paid for by the Employees at 100%.

ARTICLE 27 - PART-TIME STATUS

SECTION 1. If an employee is in a part-time status for any reason, the Employee shall receive pro-rata fringe benefits proportionate to the number of hours worked by the Employee compared to the number of hours worked by a Full-Time Employee for the benefit.

SECTION 2. Part-time employees shall be eligible for Holiday, Vacation, and Sick Leave proportionate to the number of hours worked by the Employee compared to the number of hours worked by a Full-Time Employee for the holiday pay, vacation or sick leave. For example, if a Part-Time employee is scheduled to work 6 1/2 hours on Monday, Tuesday, and Wednesday of each week and a holiday falls on a Monday, the Employee would receive Holiday pay of 6 ½ hours for the Monday.

ARTICLE 28 - EXAMINATIONS

SECTION 1. The City of Rice Lake may require an employee to have an eye examination at the expense of the City. Any other physical examinations required by the City Council will be paid for by the City of Rice Lake.

ARTICLE 29 - GENERAL PROVISIONS

SECTION 1. All matters not covered by this agreement and otherwise subject to negotiation by law shall be settled by negotiation between the City of Rice Lake and the Union.

ARTICLE 30 - RESIGNATIONS

SECTION 1. Employees wishing to resign shall file with their supervisor and/or City Council such notice in writing at least fourteen (14) days before such resignation shall be effective.

SECTION 2. Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, with the consent of the Council, withdraw his/her resignation and be restored to the position vacated if such position is still in the classified service, and if it is still vacant or is filled by a provisional employee.

ARTICLE 31-TERMINATION

This Agreement shall be effective from the 1st day of January, 2024, and shall continue in full force and effect through the 31st day of December, 2026, and shall automatically renew itself thereafter until and unless either party at least sixty (60) days before the 31st day of December 2026, notifies the other party in writing that it desires to terminate or modify the Agreement. If the notice given is one expressing an election to terminate the Agreement, it shall then expire on the 31st day of December 2026. If the notice is one of modification, the parties shall then begin negotiations of the proposed modifications as soon as possible after such notice has been given. During the period of negotiations on the modifications, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 8th day of January 2024.

City of Rice Lake


Suzanne Herstad (Jan 23, 2024 13:00 CST)

Suzanne Herstad, Mayor

Toni Blomdahl

Toni Blomdahl, Clerk-Treasurer

AFSCME Council 5, Local 66


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Field Director – Council 5

DocuSigned by:


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President – Local 66

DocuSigned by:


0A8D980041134E3...

Field Representative

ADDENDUM A WAGES

CITY OF RICE LAKE

STEP % OF FULL WAGE

STEP #	1	2	3	4
%	75	80	90	100

FULL HOURLY WAGE AT STEP 4

Title	2024	2025	2026
Road Worker	\$31.51	\$32.46	\$33.43
Public Works Utility systems Worker	\$31.51	\$32.46	\$ 33.43
Administrative Utility Clerk & Administrative Secretary	\$23.18	\$23.88	\$ 24.60

The Step # indicates the year of employment in which the Employee is with the City. For example, during the first year of employment, the employee is at Step 1.

The % of Full Wage indicates the wage the Employee will receive of the Full Wage for that year of employment. Step scale only applies to new hires not current Employees.

The above scale represents the minimum contractual wage the Employer can pay for each position. It also represents wage increases of 4% in 2024, and 3% in both 2025 and 2026. The Employer has the right to pay employees in each pay classification more than the minimum contractual wage, provided all employees in the same pay classification are paid the same wage. If the Employer pays more than the minimum contractual wage, it shall provide a written notice to the Union of the wage employees in the classification will be paid.

Longevity Bonus.

On an Employee’s Tenth Anniversary Date as an employee with Employer, Employee will be entitled to a one-time longevity bonus of \$4,000.00. Payment of the bonus will be during the next regular pay cycle after the Anniversary Date.

ADDENDUM B

EXPENSE ALLOWANCES

SECTION 1. General. The City of Rice Lake may authorize travel at City's expense for the effective conduct of the City's business. Such authorization may be granted prior to the incurrence of the actual expense. Employees affected under this article shall be reimbursed for such expenses that had been authorized by the City in accordance with the terms of this Article.

SECTION 2. Automobile Expense. When a City-owned vehicle is not available and an employee is required to use the employee's automobile to conduct authorized City business, the Employer shall reimburse the employee at the then current standard rate set by the Internal Revenue Service for mileage on the most direct route according to the Transportation Department's records. When a City vehicle is offered and declined by the employee, the City shall authorize that mileage to be paid at the then current standard rate set by the Internal Revenue Service on the most direct route.

Deviation from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payments of toll charges and parking fees shall be reimbursed with appropriate receipts. An employee shall not be required by the Employer to carry automobile insurance coverage beyond that required by law.

SECTION 3. Commercial Transportation. When an employee is required to use commercial transportation (air, taxi, rental car, etc.), in connection with authorized business of an Appointing Authority, the employee shall be reimbursed for the actual expenses of the mode of transportation so authorized. All air transportation shall be by coach class. Reasonable gratuities may be included in commercial travel costs.

SECTION 4. Lodging, Meals and Incidental Expenses.

Employees who incur expenses in business travel for lodging, meals and incidental expenses shall be reimbursed in accordance with the then current published GSA Lodging, Meals and Incidental Expenses for the state and county where the expenses are incurred.

For example, in January 2021 in St. Louis County, Minnesota the GSA published rates for one Lodging per-diem of up to **\$121.00** is available to cover an Employee's actual hotel costs and one Meals & Incidentals per-diem payment of **\$76.00 is available** to cover food and incidentals like parking costs for each full day of travel within St. Louis County. 75% of the normal M&IE per diem rates is generally issued for an Employees first and last days of travel.

The published GSA per diem rates are available at: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

ADDENDUM C

NEGOTIATED DRUG AND ALCOHOL TESTING IN THE WORKPLACE ("DATWA") POLICY

DRUG FREE WORKPLACE

In accordance with applicable law and/or sound policy, the City of Rice Lake has adopted the following policy on drugs and alcohol in the workplace:

The City of Rice Lake values its employees and recognizes the importance of a safe and healthy work environment, The City of Rice Lake firmly believes that the use of illegal drugs and misuse of legal drugs, including alcohol, marijuana, cannabis, or cannabinoid, is a source of danger in the workplace and a threat to the City's goal of maintaining a productive and safe work environment, All City employees have an obligation to be physically and psychologically fit to do their jobs, Employees who use illegal drugs and/or abuse alcohol, marijuana, cannabis, or cannabinoid, or legal drugs tend to be less productive, less reliable, more prone to accidents, and more prone to greater absenteeism, resulting in the potential for increased accidents, costs, and risks to themselves, their co-workers, and the community, The City desires to provide a safer workplace by eliminating the hazards to health and safety created by alcohol, marijuana, cannabis, or cannabinoid, and drug abuse, Therefore, the City of Rice Lake has instituted the following policy in order to create and maintain a drug, marijuana, cannabis, or cannabinoid, and alcohol-free workplace.

Any employee who feels that he/she has developed an addiction to, dependence upon, or problem with alcohol, marijuana, cannabis, or cannabinoid, or drugs, legal or illegal, is encouraged to seek assistance.

POLICY STATEMENT

The unlawful manufacture, distribution, dispensation, possession or use of alcohol, marijuana, cannabis, or cannabinoid, or drugs is prohibited by any employee or other person on City premises, at any worksite, or in or around any City vehicles, equipment or machinery, and by any employee who is on duty, or on a break and expected to return to duty, Employees in violation of this policy will be subject to discipline, up to and including termination of employment For purposes of this policy, the term "drug" includes alcohol, marijuana, cannabis, or cannabinoid, illegal drugs and inhalants, and prescription and over-the-counter drugs when not taken as directed. The terms "use" and "possession" include being under the influence of or having alcohol marijuana, cannabis, or cannabinoid, or drugs or their metabolites in one's body,

Exceptions

Exceptions to this policy will be made when City premises are let to others for the purpose of holding a social event.

Use of Drugs as Part of a Medical Treatment Program

Any employee who is using drugs as part of a medical treatment prescribed by a physician must consult with their physician to ensure that they are "fit for duty" and able to perform work in a safe and productive manner, Employees not regarded as "fit for duty" must immediately notify their

supervisor, Failure to notify the supervisor of such use will be considered a violation of this policy, and the employee will be subject to discipline, The employee may be required to submit to a "fitness for duty" evaluation by the City's medical advisor,

Emergency Call-Ins

Employees who are called in to work during an unscheduled period must inform their supervisor at the time of the call if they have ingested drugs, marijuana, cannabis, or cannabinoid, or alcohol. In such cases, they will be excused from duty. Employees who report to work for an unscheduled call in and begin working are subject to discipline, up to and including termination, for working under the influence of drugs, marijuana, cannabis, or cannabinoid, and alcohol.

Chemical Testing will be conducted in accordance with the Minnesota Drug and Alcohol Testing in the Workplace Act (DATWA) Policy, Minnesota Statutes, 181.950 to 181.957. The policy will be interpreted to be consistent with the Minnesota DATWA.

Drug and alcohol testing will be conducted under the following circumstances:

1. Job Applicants: All job applicants in safety sensitive positions as defined by Minnesota Statutes sec 181.950, subd. 13 as a job, in which an impairment caused by drug, alcohol, or marijuana, cannabis, or cannabinoids usage would threaten the health or safety of any person and who have received a conditional offer of employment for a regular, provisional, or substitute job, or for specified temporary jobs, will be required to undergo testing. Applicants must be given a copy of this policy and complete the "Chemical Test Form" prior to testing. If an applicant fails to appear for the test at the scheduled time, the absence will be treated as a positive test result and failure to properly apply for employment. Any applicant who tests positive for drugs, alcohol, or cannabis will not be hired, unless the result was due to prescription or over-the-counter medication at a therapeutic level which would not affect job performance. Current employees who apply for a promotion or transfer from a non-safety sensitive position to a safety sensitive position will also be required to submit to and pass a chemical test prior to being appointed to the new position. A positive test result will result in a withdrawal of the employment offer and removal of the employee's name from the eligible list.
2. Reasonable suspicion: Testing may also occur under the following circumstances:
 - a. The supervisor has probable cause to believe that the employee is under the influence of drugs, marijuana, cannabis, or cannabinoid, and/or alcohol.
 - b. The employee has caused or sustained a personal injury in a work related accident, or was operating a vehicle or other equipment involved in a work-related accident, and there is probable cause to believe under was under the influence of drugs, marijuana, cannabis, or cannabinoid, and/or alcohol.
3. Treatment Program testing: Any employee who has been referred to a chemical dependency treatment program as a result of a violation of this policy may be required to submit to random testing without notice during the evaluation or treatment period and for two years after successful completion of treatment.

4. Testing shall be done in accordance with the impairment (drug or alcohol or cannabis) for which the employee is suspected.

Procedure for Suspected Policy Violations

1. An employee who is aware of a violation must report his/her observations to the supervisor, or if uncomfortable reporting to the supervisor, to the City Council Supervisor responsible for personnel. Information reported to the City Council Supervisor will be forwarded to the supervisor for investigation.
2. The supervisor, upon reasonable suspicion of a violation based on observations or reports, must inform the division manager and conduct and document in writing a thorough and discreet investigation of the facts. Witness corroboration should be obtained if possible. All documentation must remain confidential.
3. If the suspected violation involves the possession, sale or transfer of illegal drugs, the investigator must immediately contact the Sheriff's Department.
4. The suspected policy violator must cooperate with the supervisor's investigation of the facts or be subject to discipline. All interviews and meetings with the employee must be done privately with a witness present, and if requested by the employee, with a union representative present.
5. If the investigative evidence supports a policy violation, and the supervisor believes that drugs, marijuana, cannabis, or cannabinoid, and/or alcohol are currently in the employee's body, he/she must:
 - a. Record the behavior which has led him/her to believe the employee is currently under the influence of drugs or alcohol.
 - b. Complete the "Employee Chemical Test Request" form.
 - c. With a witness present, provide the employee with a copy of this policy and inform the employee that he/she will be chemically tested to determine whether alcohol, drugs, or cannabis or their chemical by-products are in the employee's body.
 - d. Inform the employee that he/she has the right to refuse testing, but that refusal to test will be considered the same as a positive test result and will result in disciplinary action.
 - e. Immediately contact the current "Chemical Testing Facility" to arrange for the proper chemical test and notify the City Council Supervisor responsible for personnel that the test will occur.
 - f. Have the employee complete the "Chemical Test" form.
 - g. Bring the employee to the test site, and, if the test result is positive, to his/her residence following testing. The Sheriff's Office should be called for assistance if the employee is impaired to the point that there is a risk of danger or harm to anyone.
6. Any employee who in good faith based on reasonable suspicion or observation reports an alleged violation of this policy, or any supervisory or managerial employee who investigates or takes action in good faith, shall not be harassed, retaliated against, or discriminated against in any way for making reports, participating in the investigation, or taking reasonable action as a result of the investigation.

Testing Procedure

All chemical testing will be conducted by a certified laboratory, which will comply with current state and federal statutes. Chain of custody safeguards will be strictly followed to maintain the integrity of the testing process. The employee must provide verifiable picture identification at the time of specimen collection. Employee tampering or attempting to tamper with the specimen or collection procedure or failing to produce an adequate test sample without satisfactory reason, will be treated as if they had tested positively. The lab will conduct a second confirmatory test of any sample that produces a positive result on the initial test.

A blood alcohol test will be treated as follows:

1. Up to .02 - no consequence.
2. .02 to .04 - removal from duty but no disciplinary consequences. Referral to EAP or rehab or treatment on the 3rd such positive test.
3. .04 and above - is considered a positive test and will be subject to disciplinary consequences as set forth below in this policy.

Initial screening tests and confirmatory tests are paid for by the City.

The lab must report a negative test result to the City within three working days of the test, and a positive test result within three working days of the confirmatory test. All positive samples must be retained by the lab for six months. Within three days of receipt of a test result, the City must send a completed "Notice of Test Result" form to the employee. All testing results will be kept confidential and will only be provided to managerial employees on a need-to-know basis or in the following circumstances allowed by state and federal law: (a) Use in an arbitration proceeding conducted under a collective bargaining agreement, an administrative hearing, or a judicial proceeding, if the information is relevant to the proceeding; (b) Disclosure to a federal agency as required by federal law, regulation, order, or in accordance with a federal contract; (c) Disclosure to a substance abuse treatment facility for the purposes of evaluating or treating the employee.

Follow-up on Positive Tests

Within three days of receipt of a positive test result, the employee may submit information to his/her supervisor that might explain the result. Within five working days of receipt of a positive test result, the employee may request a confirmatory retest, at his/her own expense. Within three days of a request for a re-test, the City must notify the lab of the request for retesting at that lab or for sample transfer to another licensed lab for re-test. The supervisor shall be notified of positive test results.

Disciplinary Consequences of a Positive Drug/Alcohol Test

Any temporary or probationary employee who tests positive on a confirmatory test for drugs, cannabis, and/or alcohol will be terminated immediately.

The following will apply to any regular, non-probationary employee who tests positive for drugs, marijuana, cannabis, or cannabinoid, and/or alcohol:

On the first positive confirmatory test the City will offer the employee to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the City after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency.

1. The City will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
2. The City will not discharge an employee for whom a positive test result on a confirmatory test was the first such result for the employee on a drug or alcohol or cannabis test requested by the employer unless:
 - a. the employee is first given an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol or cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by the City after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - b. the employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test during or after completion of the program.

Before being allowed to return to work after a positive confirmatory test, an employee must submit to a drug and alcohol or cannabis test and test negative.

On a second positive confirmatory test, the employee is subject to discipline, up to and including termination.

Conviction for a Drug, Cannabis or Alcohol Offense Committed on or off Work Premises

1. Employees must, as a condition of employment, abide by the terms of this policy and must report any conviction under a criminal drug, cannabis or alcohol-related statute for violations occurring on- or off-work premises whether or not the violation of the law occurred while conducting City business. A report of the conviction must be made within five (5) working days after the conviction. Failure to report such conviction within five working days may be grounds for immediate termination.
2. A conviction for a drug, cannabis or alcohol offense which occurred while on duty at City employment shall, at a minimum, be treated for discipline purposes in the same manner as a failure of a drug, cannabis or alcohol test.
3. A conviction for a drug, cannabis or alcohol offense which occurred while not on duty at City

employment may result in discipline up to and including termination if conviction makes it impossible to do any duty essential to the job.

Record Maintenance

1. If disciplinary action is initiated, all records and related documents must be placed in the employee's personnel file. The supervisor must notify the employee that the records are in his/her personnel file.
2. If no disciplinary action is initiated, the reasons why no disciplinary action was taken shall be documented and all records relating to the incident shall be retained in the employee's personnel file. The supervisor must notify the employee that the records are in his/her personnel file.

ADDENDUM D

CITYOF RICE LAKE JOB
DESCRIPTION

POSITION: ROAD WORKER ROAD AND

DEPARTMENT: BRIDGE CITY CLERK

REPORTS TO: NON-EXEMPT

STATUS:

SUMMARY

This is skilled work of a technical nature providing field services in the operation of the City's road department. The position participates in the operation, maintenance, and construction activities of; road and bridge; stormwater; roads; parks; building/facilities; and other similar functions. Performs preventative maintenance on department equipment and vehicles; performs minor repair work. May perform plumbing, carpentry, and other work. May require after hours work at times. May assist outside contractors with road repairs and maintenance. Communicates with Clerk and City Council issues/problems that arise during performance of duties. Prior to committing City funds in support of contractors or major repairs, must get City Supervisor approval.

DESCRIPTION OF WORK

Roads

Daily inspection of City roads, culverts and ditches.

Sand and plow all City roads as needed, including water tower road Push snow back on all City turnarounds

Assist with steaming frozen culverts when needed.

Remove any obstructions in City road right of ways

Cut brush and trees including line of site at intersections.

Straightens, repairs, and replaces street signs that are damages; removes hazards in roadway.

Responds to emergencies for snow removal, sanding and blow downs

Equipment Maintenance

Responsible for maintenance of City equipment - to insure all daily and periodic maintenance is performed to ensure that all City equipment is in top shape for long life and safe operation.

Daily: Perform pre-use vehicle inspections and complete form

Park

Mow and trim all City lawns and maintenance on equipment. Remove trash/keep storage sheds clean.
Water fields.
General maintenance of park facilities.
Make playground equipment repairs as needed.
Remove downed trees.

Building/Structures

Mow and trim all lawns.
Winter snowplowing and shoveling at all City properties, including parking lots and sidewalks.
Maintenance of City hall.
Setup City hall for various meetings.
Clean and general maintenance of City garage.
Performs painting on City buildings, fixtures and/or equipment as needed.
Performs miscellaneous cleaning, maintenance and repair work as needed.
Sand walks and parking lots as required by ice conditions.

Other

Daily: Write in daily log work performed
Gopher State One locates.
Assist utility worker as needed
Assist with lift station readings as needed.
Aluminum cans hauled to recycling center.
Daily instructions from City Clerk and/or City Council on various projects. Work recycling shed when needed.
Any and all other duties assigned

KNOWLEGDE, ABILITIES AND SKILLS

Considerable knowledge of the operation of department equipment including grader, excavator, 5 ton plow truck.
Working knowledge of vehicle, building and equipment maintenance.
Considerable ability to communicate tactfully and effectively, both orally and in writing, with elected officials, staff, parts dealers, contractors, and the general public.
Considerable ability to operate trucks and equipment.
Considerable ability to prioritize work projects and to troubleshoot maintenance problems and issues.
Working ability to plan and organize work and to determine the costs, advantages and disadvantages of various work methods.
Ability to work well with others. Good maintenance skills.

MINIMUM REQUIREMENTS

Valid State of Minnesota Class 8 license

PHYSICAL REQUIREMENTS

Able to safely maneuver up to 70 pounds.

The following procedure will be followed:

Daily Inspection

1. Note maintenance needed or any irregularities.
2. Record maintenance or repair work performed in daily log.
3. Report to Supervisor any changes in road trends or oddities

ADDENDUM E

CITY OF RICE LAKE JOB
DESCRIPTION

POSITION: PUBLIC WORKS UTILITY SYSTEMS WORKER UTILITY
DEPARTMENT: CITY CLERK NON-
REPORTS TO: EXEMPT
STATUS:

SUMMARY

This is skilled work of a technical nature providing field services in the operation of the City public works department. The position participates in the operation, maintenance and construction activities of; water; wastewater; stormwater; roads; parks; building/facilities; storm drainage and other similar functions. Employee to assist during residential/commercial property inspections and documents I/I report for each inspection. May be asked to attend I/I task force meetings. Sets up inspection schedule with residents. Works with City's utility team to further establish, plan and document Rice Lake's I/I elimination program. Performs preventative maintenance on department equipment and vehicles; performs minor repair work. May perform plumbing, carpentry, and other work. May require after hours work at times. May assist outside contractors with installing water, sanitary sewer, and storm drain lines to include valves, fittings, meters, fire hydrants, and all appurtenances and tap mains. Communicates with Clerk and City Councilors issues/problems that arise during performance of duties. Prior to committing City funds in support of contractors or major repairs, must get City Supervisor approval.

DESCRIPTION OF WORK

Water

Daily operation of the water distribution system. Responds to emergencies in the water distribution system. Water main repair parts to be kept on hand.
Work with contractor on main breaks.
Furnish blue prints and isolate main break until repair is complete. Maintain meter reading logs.
Read water pump house and water tower meters. Check operation and function tests for water stations. Water test samples as needed
Replace water meters as needed Shut down water service as directed
Inspect water tower for proper function

Sewer

Daily operation of the waste water collection system.
Maintain and assist with cleaning of lift stations and manholes.
Responds to emergencies in the waste water collection system
Maintain meter reading logs.
Check operation and function tests for sewer stations.
Repair and maintain valves and services.

Park

Mow and trim all City lawns and maintenance on equipment.
Remove trash/keep storage sheds clean.
Water fields.
General maintenance of park facilities.
Assist with removing downed trees.
Make playground equipment repairs as needed.

Building/Structures

Mow and trim all lawns.
Winter snowplowing and shoveling at City properties.
Cleaning and maintenance of City hall.
Setup City hall for various meetings.
Clean and general maintenance of City garage.
Performs painting on City buildings, fixtures and/or equipment as needed.
Performs miscellaneous cleaning, maintenance and repair work as needed.
Sand walks and parking lots as required by ice conditions.

Equipment Maintenance

Responsible for maintenance of City equipment - to insure all daily and periodic maintenance is performed to insure that all City equipment is in top shape for long life and safe operation.
Daily: Perform pre-use vehicle inspections and complete form
Exercise water valves as needed
Pump down hydrants as needed in fall

Other

Daily: Write in daily log work performed
Hydrant maintenance to include all hydrants flushed and lubricated annually; pumped down and winterized in the fall; parts kept in stock for repairs.
Gopher State One locates.
Aluminum cans hauled to recycling center.
Daily instructions from City Clerk and/or City Council on various projects. Work recycling shed when needed.
Assist road worker as needed
Maintain communication tower cage including mowing and brushing Any and all other duties assigned

KNOWLEDGE, ABILITIES AND SKILLS

Considerable knowledge of the operation of department equipment excluding grader, excavator, 5 ton plow truck.

Considerable knowledge of water and sewer line maintenance, including methods, tools and practices.

Working knowledge of vehicle, building and equipment maintenance.

Considerable ability to communicate tactfully and effectively, both orally and in writing, with elected officials, staff, parts dealers, contractors, and the general public.

Considerable ability to operate light trucks.

Considerable ability to prioritize work projects and to troubleshoot maintenance problems and issues.

Working ability to plan and organize work and to determine the costs, advantages and disadvantages of various work methods.

Ability to work well with others. Good maintenance skills.

REQUIREMENTS

State of Minnesota department of Health Class D Water Operator License after one year. State of Minnesota Class SD Waste Water License after one year

Valid State of Minnesota class D drivers license

PHYSICAL REQUIREMENTS

Able to safely maneuver up to 70 pounds.

LIFT STATION INSPECTION AND MAINTENANCE PROCEDURE

The following procedure will be followed:

Daily Inspection

1. All lift stations shall be inspected daily
2. Record meter reading and hours of operation.
3. Manually turn on both pumps, check each for proper operation.
4. Check lift station light, replace if needed.
5. Inspect lift station for vandalism.
6. Note maintenance needed or any irregularities.
7. Contact Supervisor of any repairs ASAP. Do Not rely on one pump for any extended amount of time.
8. Record maintenance or repair work performed in daily log.
9. Report to Supervisor any changes in pumping trends or oddities
10. Assist with vector and clean out wet wells at each site.