LABOR AGREEMENT BETWEEN

THE CITY OF ROSEMOUNT

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

LOCAL NO. 3857

January 1, 2026 – December 31, 2027

TABLE OF CONTENTS

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LOCAL NO. 3857

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Rosemount, hereinafter called the EMPLOYER, and Local No. 3857, American Federation of State, County and Municipal Employees, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

1.1 Establish certain hours, wages and other conditions of employment;

1.2 Establish procedures for the 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.

ARTICLE 2 - RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 93-PCE-502.

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

ARTICLE 3 - UNION SECURITY

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and

3.2 Remit such deduction to the appropriate designated officer of the UNION.

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 UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

3.5 Upon notification by the UNION, the EMPLOYER shall check off said fee from the earnings of the employee and transmit the same to the UNION.

3.6 The EMPLOYER shall furnish the UNION a list of new employees hired in bargaining unit positions.

3.7 The EMPLOYER must allow the UNION to meet in person with newly hired employees, without charge to the pay or leave time of the employees, for 30 minutes, within 30 calendar days from the date of hire.

ARTICLE 4 - EMPLOYER AUTHORITY

4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of

technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

4.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 5 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

5.1 DEFINITION OF A GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

5.2 UNION REPRESENTATIVES: The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

5.3 PROCESSING OF A GRIEVANCE: It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION

REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

5.4 PROCEDURE: Grievances, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

Step 1 An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar

days shall be considered waived.

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

Step 3 A grievance unresolved in Step 2 and appealed to Step 3 by the UNION may be submitted to the Minnesota Bureau of Mediation Services for mediation or to arbitration within ten (10) calendar days following the Employer-designated Representative's final Step 2 answer. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within ten (10) calendar days following the Employer-designated Representative's final Step 3 answer.

Step 4 A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the rules

established by the State Bureau of Mediation Services.

5.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

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

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

such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

5.6 WAIVER

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

ARTICLE 6 - DEFINITIONS

6.1 UNION: The American Federation of State, County and Municipal Employees.

6.2 EMPLOYER: The City of Rosemount.

6.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees.

6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.

6.5 SENIORITY:

(a) EMPLOYER SENIORITY: Length of continuous, regular and probationary service with the EMPLOYER in any job classification

covered by ARTICLE 2 - RECOGNITION.

(b) JOB CLASSIFICATION SENIORITY: Length of continuous, regular and probationary service in any job classification covered by ARTICLE 2 - RECOGNITION.

6.6 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period or eight (8) hours in a day (24 hours) by non-exempt employees, unless the employee works a different schedule mutually agreed upon between the employer and the employee, wherein the employee will be compensated for work performed over forty (40) hours within a seven day period.

6.7 CALL BACK: Return of a non-exempt employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned work shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE 7 - SAVINGS CLAUSE

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

ARTICLE 8 - WORK SCHEDULES

8.1 The sole authority for work schedules is the EMPLOYER. The normal

work day for an employee shall be eight (8) hours, 8:00 a.m. to 4:30 p.m. The normal work week shall be forty (40) hours Monday through Friday.

8.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the employee's normal work day. The EMPLOYER will give fourteen (14) days advance notice to the employees affected by the establishment of work days different from the employee's normal work day.

8.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than the work day. Employees have an obligation to work overtime or call backs if requested.

8.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

8.5 Employees may, by mutual agreement with their employer, work schedules other than the normal workday and workweek. Employees who mutually agree to a schedule that includes a workday longer than eight hours shall not receive overtime pay; however, hours worked in excess of forty (40) hours in a week will continue to be compensated at one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 9 - OVERTIME PAY

9.1 Hours worked in excess of forty (40) hours within a seven (7) day period

or eight (8) hours in a day (24 hours) by non-exempt employees will be compensated for at one and one-half (1½) times the employee's regular rate of pay.

9.2 Overtime will be distributed as equally as practicable.

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

9.4 If the employee works a different schedule due to a mutual agreement between the employer and the employee, the employee will be compensated for work performed over forty (40) hours within a seven (7) day period.

ARTICLE 10 - CALL BACK

A non-exempt employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1½) times the employee's regular rate of pay.

ARTICLE 11 - RIGHT TO SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT. Employees who will be laid off due to such subcontracting will receive two (2) weeks advance notice.

ARTICLE 12 - DISCIPLINE

12.1 The EMPLOYER will discipline employees only for just cause. Discipline will be in one or more of the following forms:

a) oral reprimand,

b) written reprimand,

c) suspension,

d) demotion, or

e) discharge.

12.2 Notices or suspension, demotion, and discharge will be in written form and state the reasons for the action taken.

12.3 Written reprimands, notices of suspension, and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.

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

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

12.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure.

ARTICLE 13 - SENIORITY

13.1 Job classification seniority will be the determining criterion for transfers, promotions and layoffs only when the job-relevant qualification factors between employees are equal.

13.2 Job classification seniority will be the determining criterion for recall when

the job-relevant qualification factors between employees are equal. Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 14 - PROBATIONARY PERIODS

14.1 All newly hired or re-hired employees will serve a six (6) month probationary period.

14.2 All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.

14.3 At any time during the probationary period, a newly hired or re-hired employee may be terminated at the sole discretion of the EMPLOYER.

14.4 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

14.5 Probationary Period - New Classification - All employees promoted or transferred will serve six (6) month's probationary period in any job classification in which the employee has not served a probationary period. At any time during the probationary period a promoted or reassigned employee may return to their former department upon request with the approval of the departments affected.

ARTICLE 15 - SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working

conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner. The EMPLOYER will provide all EMPLOYER required safety equipment.

ARTICLE 16 - JOB POSTING

Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies. Internal postings can be waived upon mutual agreement of the EMPLOYER and union president.

ARTICLE 17 - NON-DISCRIMINATION

Neither the UNION nor the EMPLOYER shall discriminate against any employee on any basis prohibited by law.

ARTICLE 18 - UNION NOTICES

The EMPLOYER agrees to provide space on bulletin boards for the posting of official UNION notices.

ARTICLE 19 - WORK OUT–OF-CLASS

Any employee working an out–of-class assignment for five (5) consecutive days or more shall be paid at the starting rate of the higher job classification, but in no case shall the employee receive less than $1.00 per hour additional. For the purpose of this Article, an out–of-class assignment is defined as an assignment of an employee to perform the significant duties of and responsibilities of a position different from the employee's regular position and which is in a higher classification. Also for purposes of this Article, employee will be paid at the higher rate only for the hours worked performing the duties of the out-of-class position.

ARTICLE 20 - REQUIRED TRAINING

Training required by the EMPLOYER shall be provided/paid for by the EMPLOYER.

ARTICLE 21 - VACATION

21.1 All full-time employees who have not elected the Paid Time Off (PTO) plan will accrue vacation hours on the 1st and 2nd pay periods each month. Employees hired or terminated during a month would receive a vacation accrual if they worked a shift during the applicable pay period. Hours will be based on the following schedule:

Start date through completion of 1st year:	.8 day/month or 6.67 hours/month
Start of 2nd year through completion of 3rd year:	1 day/month or 8 hours/month
Start of 4th year through completion of 10th year:	1 ½ days/month or 12 hours/month
Start of 11th year through completion of 15th year:	1 ¾ days/month or 14 hours/month
Start of 16th year and above:	2 days/month or 16 hours/month

21.2 All full-time employees may accumulate vacation to the maximum prescribed in the following schedule:

Start date through completion of 10 years of service:	240 hours
Start of 11th year of service and above:	280 hours

21.3 Compensatory Time: Non-exempt compensatory time may be accumulated in lieu of pay for overtime worked at the rate of one and one-half (1½) times to a maximum of eighty (80) hours. Compensatory time can be taken with permission of the employee's immediate supervisor.

21.4 Payment in lieu of vacation accrual beyond the amounts listed will not be considered.

21.5 Vacation requests are to be submitted on or before January 15th of the year the vacation is to be taken.

21.6 Vacation schedule approval will be granted in order of job classification seniority. After January 15th, additional vacation requests will be granted on a first come, first served basis.

ARTICLE 22 - HOLIDAYS

22.1 Holidays are defined as:

1. New Year's Day	January 1
2. Martin Luther King Day	3rd Monday in January
3. Presidents' Day	3rd Monday in February
4. Memorial Day	Last Monday in May
5. Juneteenth	June 19
6. Independence Day	July 4th
7. Labor Day	1st Monday in September
8. Veterans' Day	November 11
9. Thanksgiving Day	4th Thursday in November
10. Day after Thanksgiving	4th Friday in November
11.Christmas Eve Day	When December 24th falls on a Friday, Thursday shall be the designated holiday. When it falls on a Saturday, Friday shall be the designated holiday. When it falls on a Sunday, Tuesday shall be the designated holiday.
12. Christmas Day	December 25
13. Eight (8) Hours of Floating Holiday	

22.2 Non-exempt employees shall be eligible for holiday pay provided they are on paid status on the scheduled work day before and the scheduled work day after the holiday. Employees shall be paid time and one half (1½) for hours worked plus eight (8) hours of holiday pay.

22.3 For those areas which are only open Monday through Friday when New Year's Day, Juneteenth, Independence Day, Veterans' Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New

Year's Day, Juneteenth, Independence Day, Veterans' Day or Christmas Day falls on a Saturday, the preceding day shall be a holiday.

22.4 Floating holiday approval will be granted in order of job classification seniority. After January 15, requests will be granted on first come, first served basis.

ARTICLE 23 - SICK LEAVE

23.1 Full-time benefit eligible employees who have not chosen the Paid Time Off (PTO) plan will be front-loaded with 96 hours of sick leave on January 1st. Employees hired mid-year will be front loaded according to the following schedule:

January hires:	96 hours
February hires:	88 hours
March – December hires:	80 hours

23.2 There will be no maximum accumulation of sick leave for employees hired prior to January 1, 2016. Employees hired after this date will have a maximum sick leave cap of 800 hours. Employees hired on/after January 1, 2026 will not be eligible for a payout of sick hours at termination and are not eligible for sick leave sell back.

23.3 Sick leave may be used under the conditions and for the person and purposes set forth in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023). Use of sick leave in excess of three (3) days may require written documentation. When the use of accumulated sick leave is approved, for compensation purposes, employees will be considered to have worked their normal work day.

23.4 Notification. If the need for use of sick leave is foreseeable the employee shall give seven days' advanced notice. Employees unable to report for their work day because of illness, injury, or other unforeseeable need, shall notify their supervisory or designee prior to their scheduled starting time, except in the event of an emergency which prevents an employee from notifying their supervisor.

23.5 Upon request of a full-time employee who is absent from work as a result of a compensable injury covered under the provisions of the Worker's Compensation Act, The EMPLOYER will pay the difference between the benefit received by the employee pursuant to the Worker's Compensation Act and the employee's normal daily wages to the extent of the employee's earned sick leave.

23.5.1 Such payment shall be made by the EMPLOYER to the employee only for the period of disability or until the employee's earned sick leave is exhausted.

23.5.2 The deduction from an employee's earned sick leave shall be a pro-rated amount based on the Worker's Compensation benefit and the employee's normal daily wages.

23.6 By January 1st and July 1st of each year, full-time employees electing the sick plan and hired prior to January 1, 2026, may elect to sell accumulated sick leave in excess of 480 hours to the EMPLOYER. This buyout provision will be computed by multiplying the number of hours being sold by a conversion rate based upon the employee's number of years of

service. This conversion rate (or percentage) will be determined as follows:

Start of 2nd year through completion of 5th year:	15% x rate x hours
Start of 6th year through completion of 10th year:	30% x rate x hours
Start of 11th year through completion of 15th year:	45% x rate x hours
Start of 16th year and above:	60% x rate x hours

23.7 Employees may donate their accrued sick leave to another employee in the event of another employee's serious illness.

23.8 In the event of the death of employee, the estate shall be entitled to one hundred percent (100%) of the employee's accumulated sick leave at the rate last paid to the employee.

ARTICLE 24 – PAID TIME OFF

24.1 Full-time employees may elect annually to join the Paid Time Off (PTO) plan instead of participating in the vacation/sick plans. Once an employee elects to join the PTO plan they may not switch back to the vacation/sick plan. PTO hours will accrue on 26 pay periods. You must receive some paid time during a pay period to receive a PTO accrual.

PTO Plan Hours

Years of Service	Hours per year	Max Accrual	Hours Accrued per payperiod
Start date through completion of 1st yr	160	320	4.62 (+40 front loaded) 6.15 for 2025 hires
Start of 2nd yr through completion of 3rd yr	168	336	6.46
Start of 4th yr through completion of 10th yr	216	432	8.31
Start of 11th yr through completion of 15th yr	240	480	9.23
Start of 16th yr and beyond	264	528	10.15

Employees separating from service in good standing with two weeks

advanced notice will be paid for up to 280 hours of their PTO balance.

24.2 Full-time employees hired on or after January 1, 2026, who elect the PTO plan will have 40 hours added to a Leave Account. Hours in this account may be used, if needed, to supplement income if the employee has a qualifying FMLA/PFML/Work Compensation-related leave. Hours remaining in the Leave Account will not be paid out upon termination.

24.3 PTO shall be taken only with the approval of the supervisor and will follow the notification requirements set forth by the department. PTO may be used under the conditions and for the person and purposes of ESST and set forth in Minnesota Statutes 181.9445, 181.9446, 181.9447, and 181.9448 (2023). Use of PTO for ESST purposes in excess of three (3) days may require written documentation.

24.4 Frozen Sick hours for those employees who have converted from the vacation/sick plans to PTO can be used in the following ways:

- PTO Hour Conversion. Annually during the election period, employees can convert up to 135 hours of frozen sick time to PTO, provided that a minimum of 40 hours remain in the account following conversion. A conversion rate of 60% is used to calculate the cost of 1 hour of PTO (1 hour of sick time equals .6 hour of PTO or 135 hours of frozen sick time = 81 hours PTO)
- Sick Leave Sell Back. Annually during the election period employees can sell back up to 135 hours of frozen sick time for payout, provided that a minimum of 40 hours remain in their

account following sell back. Pay rate and years of service on January 1st (following the election period) is used to calculate the payout. The conversion chart below is used to calculate the payout amount by multiplying the number of hours sold back by the percentage eligible.

Start date through completion of 5th year:	15% x rate x hours
Start of 6th year through completion of 10th year:	30% x rate x hours
Start of 11th year through completion of 15th year:	45% x rate x hours
Start of 16th year and above:	60% x rate x hours

- Payout at Termination. Following the same conversion chart and is based on years of service at time of termination and hourly rate at time of termination.

Start date through completion of 5th year:	15% x rate x hours
Start of 6th year through completion of 10th year:	30% x rate x hours
Start of 11th year through completion of 15th year:	45% x rate x hours
Start of 16th year and above:	60% x rate x hours

- Utilize hours for Qualifying Leaves (FMLA, PFML and Workers Compensation

ARTICLE 25 - INSURANCE

25.1 Group Health Insurance

Full-time employees shall be eligible for health insurance based on the following:

Employees without Dependents: The EMPLOYER shall make available

one plan option that provides single coverage premiums paid one hundred percent (100%) by the EMPLOYER.

Employees with Dependents: The EMPLOYER will pay seventy-five percent (75%) of the family insurance premium. Employees not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance than the individual employee health coverage.

VEBA/HSA Contribution. The Employer shall contribute $635.00 into an employee's VEBA for those electing the single or family VEBA plan. Contributions will take place in January of the plan year. For employees electing the High Deductible Hybrid plan the employer shall contribute $1600 for single coverage and $3200 for family coverage. Contributions will take place in January of the plan year. Employees hired after January 31 will receive a prorated amount. This contribution shall cease at the time that the City no longer participates in the VEBA #830 Plan or HSA plan.

25.2 Group Dental Insurance

Full-time employees shall be eligible for dental insurance based on the following: The EMPLOYER will pay 100% of the cost of dental insurance coverage for the employee. Employees may elect to cover their dependents at their own expense.

25.3 Group Life Insurance

The Employer shall pay 100% of the cost of employee life insurance coverage in the amount of $20,000.00 within a Plan selected by the

Employer. The Employer shall pay the first nine ($9.00) dollars for an employee's participation in the PERA Group Term Life and AD&D Insurance Program.

ARTICLE 26 - SEVERANCE PAY

26.1 Full-time employees voluntarily terminating their employment in good standing with two (2) weeks advance notice will receive payment at the employee's rate of pay at the time of the employee's termination based on the following:

Vacation: Employee to receive accrued amount

PTO: Employee to receive accrued amount up to 280 hours

Sick Leave: (for those hired prior to January 1 2026):

Start of 2nd year through completion of 5th year:	15% of accumulated sick leave
Start of 6th year through completion of 10th year:	30% of accumulated sick leave
Start of 11th year through completion of 15th year:	45% of accumulated sick leave
Start of 16th year and above:	60% of accumulated sick leave

Frozen Sick Leave:

Start date through completion of 5th year:	15% of accumulated sick leave
Start of 6th year through completion of 10th year:	30% of accumulated sick leave
Start of 11th year through completion of 15th year:	45% of accumulated sick leave
Start of 16th year and above:	60% of accumulated sick leave

26.2 In addition to severance pay, full-time employees retiring from the City under the provisions of the State pension legislation will receive lump sum compensation equal to:

Completion of 5 years of service:	2 weeks' pay
Completion of 10 years of service:	4 weeks' pay

ARTICLE 27 – CLOTHING ALLOWANCE

27.1 Benefit-eligible full-time employees shall receive an annual clothing allowance of one hundred and fifty dollars ($150.00). Part-time benefit-eligible employees shall receive an annual clothing allowance of seventy-five dollars ($75.00). New hires will receive a prorated clothing allowance.

27.2 Employees in positions that require boots, as approved by the department head, shall receive a two hundred dollar ($200.00) annual footwear allowance.

ARTICLE 28 - EDUCATION REIMBURSEMENT

The EMPLOYER will reimburse 100% of the tuition and book costs for employees who successfully complete job-relevant classes previously approved by the EMPLOYER to a maximum of $1,250.00 per year. The EMPLOYER will pay 50% of the tuition and book costs above the $1,250.00 per year maximum for job-relevant classes approved by the EMPLOYER and successfully completed by the employee. Reimbursement will be based on the conditions and criteria set out in the EMPLOYER Tuition Reimbursement Program.

ARTICLE 29 - FUNERAL LEAVE

28.1 A maximum of three (3) days leave with pay may be granted upon request in the event of a death in the employee's immediate family consisting of spouse, mother, father, brother, sister, children/stepchildren, grandchildren, grandparent and employee's mother-in-law and father-in-

law. Up to two additional days of leave may be granted, with approval by the EMPLOYER, in the death of the employee's spouse, children/stepchildren, or parent.

28.2 A one day leave with pay will be granted upon request in the event of the death of other relatives.

ARTICLE 30 - WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded. The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 31 - PART-TIME EMPLOYEE BENEFITS

31.1 Employees regularly scheduled, on a continual yearly basis, thirty hours per week or more, but less than forty, will receive the same Vacation

(Article 21), Holiday (Article 22), Sick (Article 23), PTO (Article 24) Severance (Article 26) and Funeral Leave (Article 28) benefits as full-time employees, exception as specifically defined below. All terms of use defined in the five articles listed above shall apply equally to both full-time and part-time employees even if the term specifically references full-time employees.

31.2 Part-time employees shall earn seventy-five (75) percent of the Vacation, PTO and Holiday hours earned by full-time employees. Part-time employees not electing PTO will be front-loaded with 80 hours of Sick Leave on January 1st. Part-time employees hired mid-year will be front loaded with 80 hours of Sick Leave.

31.3 Provided the employee is normally scheduled to work the day of the holiday, employees regularly scheduled on a continual yearly basis for thirty hours per week or more, but less than forty, will receive an accrual rate of 75% of full-time accrual rates for holiday pay.

31.4 When a formula is used to determine the amount of either sick leave buy-back or severance paid, the formula shall apply equally to both full-time and part-time employees.

31.5 All part-time employees may accumulate vacation accrual based on years of service to a maximum prescribed in the following schedule:

Start date through completion of 10 years of service:	180 hours
Start of 11th year and above:	210 hours

31.6 PTO Max accrual for part-time employees will be two times their annual accrual amount based on years of service tier. Max payout at termination

will be 210 hours (75% the full-time amount).

ARTICLE 32 - CONSTITUTIONAL PROTECTION

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

ARTICLE 33 – MN PAID LEAVE

The union and City agree to equally share the cost of premiums required under Minnesota's Paid Family and Medical Leave Law. The total premium shall be split 50% by the City and 50% by the employee. The employee's share shall be collected through payroll deductions.

ARTICLE 34 - DURATION

This AGREEMENT shall be in full force and effect from January 1, 2026 to December 31, 2027, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, prior to the anniversary date that it desires to modify or terminate this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this day of December 10, 2025.

FOR THE CITY OF ROSEMOUNT:

Jeffery D. Weisensel, Mayor

Logan Martin, City Administrator

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES:

Julie Dornack 12/10/2025

Julie Dornack, Business Agent

Julia Hogan 12/10/25

Julia Hogan, Union President

Crystal Kreklow, State Field Director

WAGE APPENDIX

Title	Grade
Building Attendant	1
Recreation Program Assistant	3
Customer Service Representative	5
Building Maintenance Worker	7
Building Inspection Specialist	9
Accounting Specialist – Accounts Payable	9
Accounting Specialist – Utility Billing	9
Parks & Recreation Office Specialist	9
Rental Coordinator	9
Public Works Office Specialist	9
Police Records Specialist	10
Community Development Technician	11
Deputy City Clerk	12
Facilities Maintenance Specialist – Parks & Recreation	12
Recreation Coordinator	12
Solid Waste & Recycling Coordinator	12
Communications Specialist	12
Senior Police Records Specialist	12
GIS/Asset Management Tech	13
IT Specialist	13
Building Inspector	14
Planner	14
Police Officer (Career Transition Program)	14
Sr Engineering Technician	14
Storm Water Specialist	14
Accountant	14
Crime Analyst	15
Senior Building Inspector	16

Senior Planner	16
Economic Development Manager	16

2026								
Grade	1	2	3	4	5	6	7	8
1	19.345	19.974	20.623	21.299	21.991	22.706	23.444	24.206
3	21.736	22.443	23.172	23.931	24.709	25.512	26.341	27.197
5	24.423	25.217	26.036	26.889	27.763	28.665	29.597	30.559
7	27.442	28.333	29.254	30.213	31.195	32.208	33.255	34.336
9	30.833	31.835	32.870	33.947	35.050	36.189	37.366	38.580
10	32.683	33.745	34.842	35.984	37.153	38.361	39.607	40.895
11	34.644	35.770	36.933	38.143	39.382	40.662	41.984	43.348
12	36.723	37.916	39.149	40.431	41.745	43.102	44.503	45.949
13	38.926	40.191	41.498	42.857	44.250	45.688	47.173	48.706
14	41.262	42.603	43.988	45.429	46.905	48.430	50.004	51.629
15	43.738	45.159	46.627	48.154	49.719	51.335	53.004	54.726
16	46.362	47.869	49.424	51.044	52.703	54.415	56.184	58.010

2027								
Grade	1	2	3	4	5	6	7	8
1	19.926	20.573	21.242	21.938	22.650	23.387	24.147	24.932
3	22.388	23.116	23.867	24.649	25.450	26.277	27.131	28.014
5	25.156	25.973	26.817	27.696	28.596	29.525	30.485	31.476
7	28.265	29.183	30.132	31.119	32.130	33.175	34.253	35.366
9	31.758	32.790	33.856	34.965	36.102	37.275	38.487	39.737
10	33.664	34.758	35.887	37.063	38.268	39.512	40.796	42.122
11	35.684	36.843	38.041	39.287	40.564	41.882	43.243	44.649
12	37.825	39.054	40.323	41.644	42.998	44.395	45.838	47.328
13	40.094	41.397	42.743	44.143	45.578	47.059	48.588	50.167
14	42.500	43.881	45.307	46.792	48.312	49.882	51.504	53.177
15	45.050	46.514	48.026	49.599	51.211	52.875	54.594	56.368
16	47.753	49.305	50.907	52.575	54.284	56.048	57.869	59.750

Movement through steps on Employee's Anniversary Date is contingent on satisfactory employee performance. Employees adjudged to be unsatisfactory in performance will be retained at their existing pay rate regardless of any change in the rate for their step until their performance is adjudged to be satisfactory. EMPLOYER judgments on individual employee performance are grievable but not arbitrable. Employees may be moved more rapidly through the steps at the discretion of the Employer.

Employees whose performance was adjudged to be unsatisfactory shall have the right to ask for a review six months after their evaluation.

Longevity Pay for Full-Time and Benefit Eligible, 30+ Part Time of:

1% of base pay after completion of five (5) years of continuous employment

2% of base pay after completion of eight (8) years of continuous employment

3% of base pay after completion of twelve (12) years of continuous employment

4% of base pay after completion of sixteen (16) years of continuous employment