

**Between**

**The City of Waite Park**

**And**

**Minnesota Teamsters  
Public and Law Enforcement  
Employees' Union,  
Local #320**

**Maintenance Employees**

**January 1, 2021 through December 31, 2023**

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**(Waite Park Maintenance Employees)**

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**LABOR AGREEMENT**  
**Between**  
**THE CITY OF WAITE PARK**  
**And**  
**MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT**  
**EMPLOYEES' UNION, LOCAL #320**  
*(Waite Park Maintenance Employees)*

**ARTICLE 1. PURPOSE OF AGREEMENT**

This Agreement is entered into effective January 1, 2021 between the City of Waite Park, hereinafter called the EMPLOYER, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320, hereinafter called the UNION.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality service and protection to the City of Waite Park. Both parties recognize this Agreement as a pledge of their dedication.

**ARTICLE 2. RECOGNITION**

- 2.1 The Employer recognizes the Union as the Exclusive Representative under the Public Employment Labor Relations Act of 1971 as amended, for all personnel in the following bargaining unit:

*“All Maintenance Employees employed by the City of Waite Park, MN who are public employees within the meaning of Minn Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.”*

- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.4 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief of political belief.

### **ARTLCLE 3. DEFINITIONS**

- 3.1 Union: The Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.2 Union Member: A member of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320 in the bargaining unit to which this Agreement applies.
- 3.3 Employees: A member of the exclusively recognized bargaining unit.
- 3.4 Employer: The City of Waite Park.
- 3.5 Department: The City of Waite Park Public Works Department.
- 3.6 Union Officer: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.7 Regular Employee: An employee who has six (6) months of continuous employment with the City of Waite Park in a position included in this bargaining unit.
- 3.8 Overtime: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.9 Qualified: Capable of performing the job functions.
- 3.10 Temporary Job Vacancies: A "job" exceeding (30) thirty days but lasting no longer than one hundred eighty (180) days. The vacancy would be because of a full-time employee not being available to do the job.
- 3.11 Probationary Employee: An employee who is serving a probationary period in a position

### **ARTICLE 4. EMPLOYER SECURITY**

- 4.1 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

### **ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, 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 inherent managerial functions not specifically limited by the Agreement.

### **ARTICLE 6. UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of the employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate an employee from the bargaining unit to act as Steward and another employee to act as an alternate Steward. The Union shall inform the Employer in writing of the employees designated and of any changes in such designation.
- 6.3 The Employer shall make space available on the employee bulletin board for the posting of official Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 The Employer agrees that on the Employer's premises and without loss of pay, the Union Steward shall be allowed to post official Union notices; transmit communications authorized by the Union or its officers under the terms of this Agreement; to consult with the employer, their representative, Union officers or the Union Representative concerning the enforcement of any provision of this Agreement, so long as such action does not interfere with regular employee duties. The Union shall not take employees from the performance of their assigned responsibilities without prior approval of the Employer's designated representative.
- 6.6 The Steward is authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against the Steward because of the performance of such duties.

## **ARTICLE 7. PROBATION**

- 7.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of six (6) consecutive months of active work (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation for a period not to exceed ninety (90) days upon notice to the Employee and Union. Any time during probationary period an employee may be terminated by Employer.
- 7.2 All employees promoted from a bargaining unit classification to a higher job classification within the bargaining unit shall serve a trial of ninety (90) calendar days. At any time during the trial period, any promoted employee within or outside of the bargaining unit may be returned to the Employee's previously held job classification in the bargaining unit, at the discretion of the Employer or the Employee.
- 7.3 Employees shall, during the probationary period, accumulate paid leave as provided by Article 15 and Article 16. Employees may take leaves of absence during the probationary period at the sole discretion of the Employer.

## **ARTICLE 8. EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE**

- 8.1 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.
- 8.2 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 as provided by Section 6.2 of this Agreement.
- 8.3 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 a Union Representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the Employee and the Union Representative have notified and received the approval of the designated supervisor, who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 8.4 Procedure. Grievance, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

**STEP 1.** An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred, present such grievance in writing to the Representative designated by the Employer. The Employer-designated representative will discuss and give an answer in writing to such Step 1 grievance within fifteen (15) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing and shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within fifteen (15) calendar days after the Employer-designated representative's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived. If there is a conflict of interest with the Supervisor hearing Step 1 of the grievance procedure, Step 1 of the Grievance Procedure shall be waived and moved to Step 2 of the Grievance Procedure.

**STEP 2.** If appealed, the written grievance shall be presented in writing by the Union and discussed with the Step 2 representative, the City Administrator. The City Administrator shall give the Union the Employer's Step 2 answer in writing within fifteen (15) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the City Administrator's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

**STEP 3.** A grievance unresolved in Step 2 will be appealed to mediation through the Bureau of Mediation Services.

**STEP 4.** A grievance unresolved in Mediation and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of this Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances".

8.5 Arbitrator's Authority.

- A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add or to 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 laws. 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.

8.6 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 the mutual agreement of the Employer and the Union in each step.

**ARTICLE 9. SENIORITY**

- 9.1 The Employer shall establish seniority lists, current as of the effective date of this Agreement. The first working day in January, separate seniority lists shall be established for each classification which includes employees covered by this Agreement and each such list shall rank employees in order of highest to lowest seniority within the classification. The Employer shall concurrently post the seniority lists and deliver them to the Union Steward. Any employee of the Union shall be obligated to notify the Employer of any error in the lists within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.
- 9.2 For seniority purposes, length of service shall be based on compensated time, exclusive of overtime, computed on the basis of 2,080 hours per calendar year and starting from the most recent date of employment, re-employment or appointment to the employee's classification. Any employee who takes an Employer approved non-compensated leave of absence or who is on lay-off status and returns to active employment pursuant to the terms of this Agreement shall be entitled to credit for all seniority accrued as of the time the leave or lay-off commenced.

- 9.3 Any employee who is covered by this Agreement and who is subsequently promoted or transferred to any position within the Public Works-Maintenance Department shall retain seniority in their classification
- 9.4 Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of lay-off and recall from lay-off. Lay-off shall be in inverse order of seniority within each classification, provided that an employee who is to be laid off and who has previously served in a lower or equal pay grade by this Agreement may request to exercise seniority rights in such classification.

Recall from lay-off shall be in order by seniority within each classification, provided that a recalled employee must indicate their intention to return to work within fourteen (14) days of notification; failure to respond to recall as herein provided shall result in automatic termination of seniority and employment.

Any employee shall remain on the recall roster for two (2) years unless they fail to respond to recall notification. At the end of said two years, all employment and seniority rights shall terminate.

- 9.5 The Employer and the Union agree that regular and temporary job vacancies, transfers and job classification assignments within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- A. Have the minimum qualifications to meet the standards of the job vacancy; and
  - B. In the event more than one applicant meets the requirements of this Article, seniority will apply
  - C. Employee evaluations will be considered in this process.
- 9.6 Senior qualified employees shall be given shift assignment preference as vacancies occur.

## **ARTICLE 10. DISCIPLINE**

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in form of:
- A. Oral reprimand
  - B. Written reprimand
  - C. Suspension
  - D. Reduction
  - E. Discharge
- 10.2 Suspension, reduction and discharges will be in written form.
- 10.3 Written reprimands that are to become part of the Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and notices of suspension and discharge.
- 10.4 Written reprimands shall be removed from an employee's personnel file after one (1) year.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.



- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to this Article may be initiated by the Union in Step 3 or the grievance procedure under Article VII.
- 10.8 Choice of Remedy. An employee with a contract related grievance must select the appropriate Civil Service procedure, the grievance procedure provided by this contract, or any remedy provided by federal law.
- 10.9 Nothing in this Agreement shall limit the city's right to terminate a probationary employee.
- 10.10 Nothing in this Agreement shall provide a non-regular employee with a right to binding arbitration with regard to disciplinary action.

**ARTICLE 11. LEGAL PROTECTION**

- 11.1 The Employer and the Union agree that nothing in this Agreement shall limit or impair the rights of covered employees under the laws of the United States of the State of Minnesota.

**ARTICLE 12. NORMAL WORKING HOURS AND OVERTIME**

- 12.2 The Employee may have the option to work more than an eight (8) hour shift if called in to work before their regularly scheduled shift and if the call-in time runs continuous to the normal work day.

Overtime shall be paid for any hours worked in excess of the normal workday. Overtime will be paid to an employee who works their scheduled day off. Overtime will be paid for any hours worked in excess of 40 hours a week.

- 12.4 Changes of shifts shall not qualify employees for overtime under this Article.
- 12.5 Overtime work will be distributed as equally as practicable, consistent with the functions of the department.
- 12.6 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.7 Overtime shall be calculated to the nearest 15 minutes.
- 12.8 Overtime accumulation may be accrued as compensatory time if requested by the employee. The maximum accumulation of compensatory time shall be forty (40) hours.
- 12.9 Non-compensated time will not count towards hours worked.

### ARTICLE 13. CALL BACK – ON CALL

- 13.1 An employee shall be credited with a minimum of two (2) hours at time and one-half (1 ½) when called back to work during scheduled off-duty time.
- 13.2 If an employee meets each of the following conditions: (1) the Employee is on-call as designated by the City’s Public Works Superintendent or designee; (2) the Employee spends time while on-call making phone calls on a City-issued cellular phone related to their duties or responsibilities for the City while on-call as a result of a call the employee receives (hereinafter “occurrence”) and (3) the Employee does not report to the City’s premises or a job site, then the following apply: (1) the Employee shall be paid the greater of their base wage specified in this Agreement or as otherwise required by law for the time worked making the phone calls for a minimum of 15 minutes per occurrence; and (2) the Employee will not receive any payment specified in this Agreement other than the payment specified herein and on-call pay. This time worked shall be recorded by the Employee as provided by the City’s practices, procedures, policies and rules and regulations for recording time worked.
- 13.3 Employees required to be on-call by the Employer shall receive one hour (1) of pay at double time (2) for each day while on-call.
- 13.4 A cellular phone or pager shall be provided by the city in addition to a two-way radio already provided for on-call personnel.

### ARTICLE 14. WORKING OUT OF CLASSIFICATION

- 14.1 Any employee assigned by the Employer to a job classification compensated at a higher rate of pay for more than five (5) consecutive work days shall receive the higher pay rate retroactive to the first day of the new assignment.

### ARTICLE 15. HOLIDAYS

- 15.1 An employee working or not working the City designated holiday shall receive straight time pay for the holiday.
- 15.2 An employee who is required to work the actual holiday when the holiday falls on a weekend will receive two and one-half (2 ½) times their rate of pay for all hours worked. An employee who is required to work the City recognized holiday will receive one and one-half (1 ½) times their rate of pay for all hours worked. **\*An employee who is required to work on New Year’s Day, Thanksgiving Day or Christmas Day; when those specific holidays fall Monday through Friday, will receive 2 ½ times their rate of pay for all hours worked.**
- 15.3 Holidays are defined as:

New Year’s Day	January 1
Martin Luther Kind Day	Third Monday in January
President’s Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Fourth Thursday in November

Christmas Eve Day  
Christmas Day

December 24  
December 25

- 15.4 When New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day or Christmas Day falls on a Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veteran's Day, Christmas Eve Day or Christmas Day falls on a Saturday, the preceding day shall be a holiday. For purposes of determining work on a holiday in the circumstances set forth in this sub-article, the calendar day of the holiday shall prevail.
- 15.5 Each employee shall be entitled to two (2) eight-hour personal days to be taken at the employee's discretion.

## **ARTICLE 16. SICK LEAVE**

- 16.1 Sick leave shall be earned by regular full-time employees according to the following schedule:

During the 1<sup>st</sup> year of employment – eighty (80) hours per year (no sick leave may be used until completion of ~~six (6) months~~ **four (4) months** of service – then forty (40) hours of sick leave may be used as necessary until completion of one (1) year.)

After the 1<sup>st</sup> year of employment – one hundred twenty (120) hours per year accrued at a rate of 4.62 hours per bi-weekly pay period.

- 16.2 Sick leave may be accumulated to a maximum of 1,200 hours payable upon retirement.
- 16.3 Sick leave may be used for actual illness or injury of the employee, their legal quarantine, dental or medical treatment necessitating their legal quarantine, dental or medical treatment or appointment necessitating their absence. Sick leave may be used in the same circumstances for the employee's spouse, parents and children.
- 16.4 To be eligible for sick leave payment, an employee must notify the department head or their designee prior to the starting time for their scheduled shift. This notice shall be waived if the employee could not reasonably comply with this requirement because of circumstances beyond their control.
- 16.5 An employee may be authorized up to a maximum of three (3) days as funeral leave days, in addition to regular sick leave or vacation leave, on the occasion of death in the employee's immediate family. "Immediate family" for the purposes of this section shall be defined as the employee's spouse, children, parents, mother-in-law, father-in-law, brother, sister, or ward of the employee's household and any stepchildren. Employees shall be allowed to use one (1) day of sick leave per funeral of a relative or friend not covered by the "immediate family" definition.
- 16.6 An employee selected to be a pallbearer for a deceased employee of the city shall be allowed one (1) funeral leave day with pay. An employee selected to be a pallbearer for a friend or relative shall be allowed one (1) leave day which shall be deducted from either sick leave or vacation accrual.
- 16.7 Unused sick days accumulated above the 1,200 hours shall be banked at the rate of one-half (1/2) hour per hour earned and shall be paid to the Employee's Post-Retirement Health Insurance Account at the regular hourly rate or pay, upon the anniversary date of the Employee. The

remaining one-half (1/2) hour per hour shall be banked for use as a catastrophic sick leave bank to a maximum of 2,000 hours. Upon retirement of service the maximum payable shall remain at 1,200 hours.

- 16.8 Employees will be paid for their unused sick leave on the next regular pay day following their anniversary date.
- 16.9 Sick leave shall accrue on a bi-weekly basis at the rate of 4.62 hours and may be taken as earned.

**ARTICLE 17. VACATIONS**

- 17.1 All regular full-time employees shall be eligible for vacation leave benefits **\*upon completing four (4) months of employment.** ~~except newly hired employees shall not be eligible to utilize vacation benefits during the first twelve (12) months of employment.~~
- 17.2 Each regular employee shall be granted vacation according to the following schedule based on the employee's anniversary date:

<u>Completed Year</u>	<u>Hours Per Pay Period</u>
0-7 years of service	80 hrs per year - 3.08 hrs/pay period
8-14 years of service	120 hrs per year - 4.62 hrs/pay period
15-20 years of service	160 hrs per year - 6.16 hrs/pay period
21 years and over	200 hrs per year - 7.70 hr/pay period

<u>Completed Year</u>	<u>Hours Per Pay Period</u>
0-5 years of service	80 hrs per year - 3.08 hrs/pay period
6-10 years of service	120 hrs per year - 4.62 hrs/pay period
11-15 years of service	160 hrs per year - 6.16 hrs/pay period
16-20 years of service	200 hrs per year - 7.70 hrs/pay period
21-24 years of service	220 hrs per year - 8.46 hrs/pay period
25 years of service	240 hrs per year - 9.23 hrs/pay period

- 17.3 Vacation requests submitted shall be honored based on seniority. Employees with more than 200 hours of accumulated vacation time who desire paid time off that does not qualify for sick leave must use vacation time until the accumulated time is less than 200 hours.
- 17.4 Maximum vacation accumulation shall be equal to the number of hours earned in the preceding year plus hours earned to date in the current year.
- 17.5 Every regular full-time employee shall be eligible to receive, upon separation from service for any reason, payment for unused vacation accumulated.

**ARTICLE 18. CLOTHING ALLOWANCE**

**ARTICLE 19. GROUP INSURANCE BENEFITS**

19.1 The Employer will pay up to **\$1,175.00** for health insurance premiums for 2021, 2022, and 2023 for an Employee Single Plan.

The Employer will pay up to **\$2,200.00** for health insurance premiums for 2021, 2022, and 2023 for an Employee Family Plan.

19.2 The Employer shall pay 100% of the group life insurance for the individual employees to a face amount as listed below:

\$50,000 – Employee                      \$15,000 – Spouse                                      \$10,000 – Each Child

**ARTICLE 20. TRAINING EXPENSES**

20.1 The Employer agrees to pay expenses related to training as defined by the City’s personnel policy.

**ARTICLE 21. MILITARY LEAVE**

21.1 Employees who are members of any reserve component of the military forces of the United States shall be granted leave of absence with pay, in accordance with state and federal law.

**ARTICLE 22. PAY PLAN**

22.1 Employees shall be paid a base wage in accordance with the City of Waite Park’s Pay Plan for the applicable calendar year, which is attached to and incorporated into this Agreement and titled “Appendix A – City of Waite Park Pay Plan. ~~This pay plan includes the following general wage increases:~~

- ~~A one and one-half percent (1.5%) general wage increase January 1, 2018~~
- ~~A one and one-half percent (1.5) general wage increase July 2, 2018~~
- ~~A one percent (1%) general wage increase December 31, 2018~~
- ~~A one percent (1%) general wage increase July 1, 2019~~
- ~~A two percent (2%) general wage increase December 30, 2019~~
- ~~A one percent (1%) general wage increase June 29, 2020~~

\*The City will increase wages by the following:

January 1, 2021	Implementation of Pay Plan in two phases. January 1, 2021 and July 1, 2021. All step increases for 2021 will occur on July 1, 2021 and not on the anniversary date for 2021 only. See attachment for details.
January 1, 2022	1.5%
January 1, 2023	1.5%

22.2 All new hires will be placed on pay grade 4 steps according to experience. Once a new hire reaches their maximum depending on their evaluations, they may be promoted to pay grade 5 step 5.

22.3 All cost of renewing licenses or certifications for employees of the Utility or Public Works Departments up to and including Class A Chauffeurs will be paid by the Employer.

**ARTICLE 23. SAFETY PLAN**

23.1 Employer and Employees shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that their work duties or responsibilities require such employee to be in a situation that violates federal and state safety standards, the matter shall be immediately considered by the Employer. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth herein.

#### **ARTICLE 24. INJURY ON DUTY**

24.1 Effective for injuries occurring on or after January 1, 1988, the Employer shall grant full salary to an employee who is injured while on duty, through no fault of the employee, for ninety (90) days, provided a doctor's certificate is filed with the City stating that the employee is not able to return to work during the ninety (90) day period. The City may continue to grant such salary to an employee beyond the ninety (90) day period upon further evidence from a doctor stating that such employee is still unable to return to work as a result of their injury on the job. The amount of Worker's Compensation being received shall be reported to the Employer and shall be credited against the amount paid by the City so that the aggregate of the two (2) shall equal the employee's regular salary.

24.2 The time used under this provision shall not be charged against the Employee's regularly accrued sick leave time.

#### **ARTICLE 25. FAMILY LEAVE**

25.1 Family Medical Leave Absence (FMLA)

A. The purpose of the FMLA article is to provide eligible employees with a leave of absence for certain family and/or medical reasons. An eligible employee must have been employed by the City for at least twelve (12) months and have worked at least 1,250 hours of the 12-month preceding the commencement of the family and/or medical leave.

B. Eligible Reasons for FMLA Leave:

- 1) Birth of a child or placement of a child for adoption or foster care if taken within twelve (12) months of the child's birth or placement.
- 2) Care of an immediate family member (spouse, child or parents) with a serious health condition. Caring for someone including psychological as well as physical care.
- 3) When the Employee is unable to work because of a serious health condition.

C. Serious Health Condition. A serious health condition is an illness, injury, impairment, physical or mental condition that involves either:

- 1) Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with the inpatient care, or

- 2) Continuing treatment by a health care provider. Continuing treatment includes:
  - a. Absences of more than three consecutive calendar days, and any subsequent treatment relating to the same condition.
  - b. Continuing medical treatment for chronic conditions such as asthma and diabetes.
  - c. Continuing medical treatment for conditions which require multiple treatments such as dialysis and chemotherapy, and
  - d. All absences due to pregnancy or prenatal care.

Note: In the absence of complications, routine treatments and short-term conditions ordinarily do not constitute a serious health condition.

Notice Requirement. Thirty (30) days verbal or written notice is required if the leave is foreseeable. If thirty (30) days notice is not possible, as much notice as possible must be given.

- D. Effective on Health Insurance. The City will pay its share of the premiums for health care coverage it provides during the family or medical leave. It is the employee's responsibility to pay the employee's share of the premium. Arrangements for payment of the employee's portion of premiums must be made by the employee through the City prior to taking the leave. If the employee chooses to not return to work after the leave for reasons within the employee's control, the City may seek to recover any insurance premiums paid on the employee's behalf.
- E. Increments of Time. Family and medical leave may be taken in increments of up to the full twelve (12) weeks and as small as one hour, depending on the circumstances.
- F. Use of Accrued Sick, Comp and Vacation time. The twelve (12) weeks leave under the Family and Medical Leave Article consists of unpaid leave. An employee may elect to use vacation for any portion of the twelve (12) week period for the birth or adoption of a child, or for the serious health condition of a spouse or parent. When leave is required due to the serious health condition of an employee, the employee must use sick leave which has been accrued in excess of 30 days for any part of the twelve (12) week period. The sick leave used shall run concurrently with the FMLA leave. The Employee may elect to use the remaining portion of their sick leave for other unpaid FMLA leave which is attributable to the serious health condition of the employee.
- G. Medical and Fitness for Duty Certification. Certification by the employee's physician may be required for family and medical leave due to an employee's serious health condition or that of a child, parent or spouse.
- H. Fitness for Duty Certification. The City may require a medical certification attesting to the employee's fitness for a duty prior to a return to work. The fitness for duty report must be based on the particular health condition for which the leave was approved and must address whether the employee can perform the essential function of the job.

25.2 Parenting Leave

Employees who have worked for twelve (12) consecutive months and have an average of twenty (20) or more hours per week are entitled to six (6) weeks of unpaid parental leave in conjunction with the birth or adoption of their child. The parental leave must begin within six (6) weeks of the child’s birth or adoption, unless the child must stay in the hospital longer than the birthing parent, in which case, the leave may not begin more than six (6) weeks after the child leaves the hospital. The employee may use sick leave at their option for any period during parental leave.

Any leave taken under the parental leave policy qualifies as FMLA leave and will be charged against the FMLA entitlement.

The Employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to the commencement of the leave. Group insurance coverage will remain in effect during the leave, and the employee must make arrangements on payment of the insurance coverage before going on leave.

**ARTICLE 26. POST RETIREMENT HEALTH CARE SAVINGS PLAN**

26.1 Severance Pay, per Article 16, will go into the Post Retirement Health Care Savings Plan when retiring from the City of Waite Park.

26.2 ~~The following percentage of gross wages will be put into the Plan:~~

<del>0-7 yrs</del>	<del>3%</del>
<del>8-14 yrs</del>	<del>4%</del>
<del>15+ years</del>	<del>5%</del>

**The following percentage of gross wages will be put into the Plan:**

<b>0-7 years</b>	<b>3%</b>
<b>8-14 years</b>	<b>4%</b>
<b>15-19 years</b>	<b>5%</b>
<b>20 + years</b>	<b>6%</b>

**ARTICLE 27. BENEFITS COMMITTEE**

27.1 The Union and City agree to place on of Local #320 Public Works Bargaining Unit Members on the Benefits Committee.

**ARTICLE 28. DURATION**

28.1 This Agreement shall be effective as of **January 1, 2021** and shall remain in full force and effect until **December 31, 2023**.

**ARTICLE 29. WAIVER**

29.1 The Agreement represents the complete Agreement between the Union and the Employer.

In witness thereof, the parties hereto have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**FOR THE CITY OF WAITE PARK**

**FOR THE TEAMSTERS LOCAL NO. 320**



\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
City Administrator-Clerk-Treasurer

\_\_\_\_\_  
Steward

Date: \_\_\_\_\_

Date: \_\_\_\_\_