

AGREEMENT

between



and



**COLERAINE CITY EMPLOYEES CHAPTER
LOCAL UNION NO. 456**

JANUARY 1, 2021- DECEMBER 31, 2023

BARGAINING UNITS:

- 1. Police Patrol Officer**
- 2. City of Coleraine Public Works/Library Employees**

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CITY COUNCIL .CITY OF COLERAINE, MINNESOTA

DAN MANDICH	MAYOR
JEFF TROUMBLY	COUNCILMAN
RYAN STISH	COUNCILMAN
JOSEPH POLLARD	COUNCILMAN
THOMAS SUTHERLAND	COUNCILMAN

COLERAINE CITY EMPLOYEES CHAPTER
OF LOCAL UNION NO. 456 OFFICERS:

MIKE ANDERSON	UNION STEWARD
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AGREEMENT BETWEEN
THE CITY COUNCIL OF COLERAINE AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, MINNESOTA COUNCIL 65 AND THE
COLERAINE CITY EMPLOYEES CHAPTER
LOCAL UNION NO. 456

AN AGREEMENT DATED THE FIRST DAY OF JANUARY, 2021, ENTERED INTO BY AND BETWEEN THE CITY COUNCIL OF COLERAINE, MINNESOTA, HEREINAFTER REFERRED TO AS THE "EMPLOYER", AND THE THREE BARGAINING UNITS OF THE COLERAINE CITY EMPLOYEES CHAPTER, LOCAL UNION NO. 456, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR AND THE CONGRESS OF INDUSTRIAL ORGANIZATION, HEREINAFTER REFERRED TO AS THE "UNION".

THIS DOCUMENT IS ONE INSTRUMENT, BUT REPRESENTS THREE BARGAINING UNITS: POLICE PATROL OFFICER AND CITY OF COLERAINE/LIBRARY EMPLOYEES.

ARTICLE I
PURPOSE OF AGREEMENT

Section A.

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

Section B.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by the employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the Grievance Procedure in accordance with this Agreement or adjust or settle the same.

Section C.

It is the intent and purpose of the parties to promote and insure harmonious relations, cooperation and understanding between the City and its employees; to encourage economy of operations and the protection of property. The City pledges considerate, courteous and fair treatment, and the employees, directly and through their Union, pledges the City loyal, honest and efficient service.

ARTICLE II
RESPONSIBILITIES OF PARTIES

Section A.

Each of the parties of this Agreement acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

Section B.

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

Section C.

The Union, including its officers, representatives and all of its members, is firmly bound to observe the conditions of this Agreement.

Section D.

In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

1. The Employer will not interfere with the rights of its employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any of its agents against any employee because of membership in the Union.
2. The applicable procedure of this Agreement will be followed for the settlement of all grievances which shall be considered carefully and processed promptly in accordance with procedures provided herein.

ARTICLE III
DEFINITION OF REGULAR EMPLOYEE

The term "employee" as used in this Agreement, shall mean the same as "Public Employee" as defined in the Public Employment Labor Relations Act, currently defined in Minnesota Statutes 179A.03, Subd. 14, as amended from time to time.

Full-time: An employee who works or is paid for thirty-two (32) hours per week or more.

Part-time: An employee who works or is paid in excess of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, but less than thirty-two (32) hours per week.

A full-time employee's eligibility for dental and hospital medical insurance coverage shall commence at seven hundred twenty (720) hours of employment, provided, however, all other contractual benefits shall commence upon the employee's date of hire.

ARTICLE IV
RECOGNITION

Section A.

The Employer recognizes the Union as the exclusive representative for the collective bargaining purposes of all regular employees of the Employer, excluding elected officials and officials appointed by the Employer to serve on commissions or boards.

Section B.

No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, color, religious or political belief.

Section C.

The Employer agrees to the following policy: During and for the duration of this Agreement, it will not enter into, establish or promulgate any resolution, agreement, or contract with or affecting such employees as are defined either individually or collectively which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for such employees.

ARTICLE V
CHECKOFF OF UNION DUES

The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 456 which are Union dues or initiation fees of the Union, such deductions to be made from the payroll period ending the first half of each month, and transmit to the Financial Secretary of Local 456 the total amount so deducted, together with a list of the names of employees from whose pay deductions were made. An employee may terminate his payroll deductions by written notice delivered to the City Clerk, who shall forthwith transmit a copy of such termination to the Financial Secretary of Local 456.

All employees of this bargaining unit who elect not to become members of the Union shall be required to contribute through payroll deduction a fair share fee for services rendered by the exclusive representative. Such monthly contribution shall be determined by the Union and withheld in accordance with the Minnesota Public Employment Labor Relations Act, 179A.06, Subd. 3.

ARTICLE VI HOURS OF WORK

Section A.

The normal hours of work shall be eight (8) hours per day and forty (40) hours per week for all employees of the Employer. For purposes of this Agreement, eight (8) hours per day and forty (40) hours per week shall constitute a day and a week, respectively. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at time and one-half (1-1/2) the regular rate of pay.

Section B.

(1) All employees covered under this Agreement, called out during off hours, shall receive a minimum of two (2) hours pay at the applicable rate as defined in Section A of this Article.

(2) Employees may opt to take compensatory time off in lieu of overtime pay after approval of same by their department head. Compensatory time off shall be at the rate of one and one-half (1-1/2) hours off for each one (1) hour worked over 8 hours per day or 40 hours per week and shall be paid at the rate of pay the employee that the employee was earning at the time hours were worked, including snowplow differential or any other applicable differentials or pay upgrades.

(3) Overtime shall be taken either as compensatory time off or in pay and no more than one hundred twenty (120) hours may be accrued. At year end an employee may cash-out of up to a maximum of forty (40) hours and/or carry over a maximum of eighty (80) hours. Compensatory time must be used in the order of which it was earned (for example: if an employee has compensatory time on the books for 2020 the election to cash out received in 2021 would cash out the 2020 compensatory time prior to that earned in 2021).

Each employee shall signify their election in writing to the City Clerk no later than 11/1 of each calendar year. Compensatory time will be paid out at the rate of which it was earned.

Section C.

If the needs of service permit, all employees shall receive two fifteen-minute rest breaks in each eight-hour shift, at times designated by their immediate supervisor, except that all employees working straight eight-hour shifts shall not exceed thirty (30) minutes for lunch and coffee breaks.

Section D.

The Council agrees that split shift work will not be scheduled for employees of any department.

Section E.

All employees shall be paid a shift differential in the amount of \$.75 per hour for every regularly scheduled full shift for either the afternoon or night shift. For the purposes of this section afternoon and evening shift shall be defined as all hours worked between 1800 and 0600 hours (i.e., 6:00 pm. And 6:00 am), and all hours worked between the weekend hours of 0600 Saturday to 1800 Sunday.

The shift differential will be added to the employee's base wage when working during the period listed below. Any overtime hours shall be calculated based on the wage plus the differential. For example: If an employee is making \$10.00 per hour, they would be paid \$10.75 while working in the differential period.

If the employee is in overtime status, they would be paid \$16.13 for hours worked during the differential period in overtime status.

Section F.

An employee who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1-1/2) times the employee's base rate of pay. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hour minimum.

Section G.

Employees shall be paid an additional seventy (\$.70) cents pay of their regular base rate of pay for all hours worked performing snow plowing and snow removal outside of their regularly scheduled work hours. The snow plowing differential will be added to the employee's base wage when working outside of their regularly scheduled work hours. Any overtime hours shall be calculated based on the wage plus the differential. For example: If an employee is making \$10.00 per hour, they would be paid \$10.70 while working in the differential period.

If the employee is in overtime status, they would be paid \$16.05 for hours worked during the differential period in overtime status.

Section H.

Local 456 Employees who are scheduled to be On-Call shall be compensated at the rate of \$4.50 per hour for each hour they are scheduled to be On-Call. The On-Call requirements and schedule shall be as established by management and may be amended from time to time. Local 456 employees who are dispatched to work while scheduled to be On-Call shall be compensated at the rate of 1 and 1/2 times the regular rate of pay for all hours worked in excess of 40 hours per week.

When an employee is on call and is called into work, the On-Call pay ceases and 1 and 1/2 times pay for all hours worked begins. While it may be possible to return to on call pay if the work ends before the on-call shift ends, the employee returns to on-call pay for the remainder of the shift. In no case may an employee receive both on call pay and hours worked pay for the same hours.

Should no call schedule be established, and no call pay provided, employees shall not feel obligated to be available after scheduled work hours to address city issues. Employees not assigned to a call shift shall not be subject to any sort of retaliation or threat of discipline for unavailability during off duty hours.

ARTICLE VII
OVERTIME HOURS

Section A.

Overtime at time and one-half (1-1/2) of the regular rate shall be paid for hours worked:

1. On any day in any week after an employee shall have worked on five (5) previous days, in such work week, for a total of forty (40) straight time hour; but, however, hours paid but not worked (allowed time) shall not be considered as hours worked for the purpose of computing overtime, unless otherwise stipulated in this Agreement.
2. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premiums shall be used. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision, unless otherwise stipulated in this Agreement.
3. Overtime work shall be offered in the order of employee's seniority with the senior

qualified employee given the first such opportunity.

ARTICLE VIII HOLIDAYS

Section A.

All regular full-time employees shall receive the following paid holidays which shall be considered as hours worked (allowed time) for the purpose of computing overtime:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve
Fourth of July	Christmas Day
Labor Day	Presidents Day
*Four (4) Floating Holidays	**Easter Sunday
Martin Luther King Day	Veterans Day

provided they work their last scheduled day of work before and their first scheduled day of work after the holiday.

*Floating Holidays. Employee must have prior approval from supervisor before taking the floating holiday.

**Easter Sunday. Only applies to employees who are scheduled to work, or who are called out to work, on Easter Sunday.

Section B.

All regular employees who are required to work on any of the above holidays shall be compensated at one and one-half (1-1/2) times the regular rate of pay for their work that day in addition to their regular holiday pay.

Section C.

When a holiday falls on a Saturday it shall be observed on the preceding Friday. When a holiday falls on a Sunday it shall be observed on the following Monday. If a holiday falls during an employee's scheduled vacation time the employee shall not be charged vacation for that day. In cases of necessity employees shall be permitted work at the discretion of the mayor and he/she shall receive an additional day's pay, or have the option of taking an additional day off in lieu thereof.

Section D.

Employees may choose to take the day after Thanksgiving off by using a floating holiday or a vacation day.

ARTICLE IX VACATIONS

Section A.

All full-time employees shall receive: One (1) week (40 hours) of paid vacation after one (1) full year of service; two (2) weeks (80 hours) of paid vacation after two (2) years of service; three (3) weeks (120 hours) of paid vacation after five (5) full years of service; four (4) weeks (160 hours) of paid vacation after ten (10) years of service, and five (5) weeks (200 hours) of paid vacation after eighteen (18) years of service. Regular employees working less than full time shall receive vacation benefits on a pro rata basis.

Effective 1/1/97, the part-time library employees shall receive paid vacation on a pro-rata basis, based on all earned or paid hours. Said employees shall retain credit given for prior service.

Section B.

In determining vacation periods, the wishes of the employees shall be respected as to the time of taking vacation insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees.

Section C.

The vacation period of any employee shall not be split, unless by mutual agreement of the Council or authorized representative and the employee.

Section D.

Upon termination of employment for any cause, employees shall be paid for any accumulated vacation credit. Accumulated vacation shall mean vacation earned by such employee according to years of service, times that portion of the year worked at the time of termination of the employee.

Section E.

Vacation time shall accumulate from one year to another to a maximum of 120 hours and shall only be paid out, by mutual written agreement of the employee and the Employer.

ARTICLE X
SICK LEAVE

Section A.

(1) All regular employees shall earn sick leave at the rate of one and one-half (1-1/2) working days for each month of service, accumulative to one hundred seventy-five (175) working days. Any employee must work 95% of their normal total monthly scheduled hours to accrue 1-1/2 day's sick leave each month. The city shall update employee sick leave accounts during the first pay period of the month. This applies to regular full-time employees.

(2) Employees shall be entitled to \$40.00 per day for each accrued but unused day of sick leave at time of retirement, termination, or death while employed for the City of Coleraine. In the event of an employee's death while an employee for the City, the employee's named beneficiary shall receive said benefit.

(3) At retirement with 10 or more continuous years of service, an employee may opt to receive \$40.00 pay per day for each accumulated day of sick leave, and said total shall be deducted from his/her total accrued sick leave fund, and the balance of said fund shall be applied to the employee's hospital medical insurance premiums as per Appendix B2 and 3 of this Contract.

Section B.

An employee may be required to present a doctor's certificate for absences in excess of three (3) days.

Section C.

If an employee shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the employee may have the option of receiving only that portion of salary paid by Workers Compensation and/or the Council shall pay the difference, between the compensation received by the employee and his regular monthly rate, the same to be deducted from the accrued vacation or sick leave benefits. It is understood that the additional payments made to the employee over and above that

paid by the Workers Compensation or accident and health payments shall not exceed the amount of credits which an employee is entitled to from the accrued vacation or sick leave benefits.

Section D.

No sick leave credit shall be accrued while an employee is away from work due to leave of absence, sickness, or disability, nor will sick leave be paid during leave of absence or during layoffs, except as provided hereinafter.

Section E.

If any employee becomes ill or is injured while on vacation, the scheduled vacation time is counted as vacation, and if the disability continues beyond the scheduled time of the vacation, sick leave pay (any remaining sick leave credit) will begin on the first consecutive scheduled working day after the end of the scheduled vacation.

Section F.

The Employer will pay for all physical examinations required by the Employer or by any State rules and regulations.

Section G.

Employees who have accumulated one hundred twenty-five (125) days of sick leave shall be granted a vacation bonus and sick leave as follows:

1. A regular employee shall earn one-half (1/2) day vacation with pay for each month the beginning balance of the employee's sick leave is 125 days, except any month in which an employee takes sick leave, said employee cannot earn the 1/2 day paid vacation. Vacation bonus to be used one year from time it was earned.

ARTICLE XI
DEATH IN THE FAMILY

Section A.

Funeral Leave: Regular and probationary employees who suffer a death in their immediate family shall be granted a leave of absence with pay for periods not to exceed three (3) working days. Funeral leave of five (5) days will be granted to employees who experience the death of their spouse/domestic partner and dependent children or stepchildren. For purposes of this subdivision, the term immediate family shall mean the employee's spouse/domestic partner, parent, stepparent, child, stepchild, mother or father-in-law, daughter or son-in-law, brother, sister, brother or sister-in-law, grandparent, grandchild, aunt, uncle, niece, nephew or first cousin.

When the funeral is a considerable distance away, two (2) additional days off for travel will be granted using vacation or floating holidays.

A considerable distance shall be in excess of six (6) hours travel time.

An employee shall be eligible for funeral leave under this article, providing the following conditions are met:

- (1) That the supervisor is notified
- (2) That the employee attends the funeral

Employees will not receive reimbursement under this section for paid holidays, or other paid or non-paid leaves of absence or non-schedule working days.

In the event of a death in the family during an employee's vacation time, the number of days allowed by Article XI shall not be counted as vacation time.

Pall Bearer: An employee shall be allowed one-half (1/2) day off work with pay if chosen as a pall bearer.

Section B.

Bone Marrow Donor Leave: Pursuant to applicable Minnesota statutes, employees shall, upon advance notification to their immediate supervisor and approval by the Employer, be granted a paid leave of absence at the time they undergo medical procedures to donate bone marrow. At the time such employees request the leave, they shall provide to their immediate supervisor written verification by a physician of the purpose and length of the required leave. The combined length of leaves for this purpose may not exceed one (1) full work week unless agreed to go by the Employer.

Section C.

Administrative Leave. Administrative leave with full or partial pay may be requested by regular employees for the purpose of attendance at professional meetings, comparable activities, or other approved purposes. Such leave may be requested by the employee and shall be subject to the approval of the City Council. Administrative leave with full pay may be initiated by written order of the City Council. The written order shall state the reason(s) for the administrative leave. Administrative leave is not a form of discipline.

ARTICLE XII
SENIORITY

Section A.

All employees as outlined in the bargaining unit of the Recognition Clause shall be covered by this Agreement and placed on the seniority list.

Section B.

Seniority standing shall be granted to all employees in accordance with the length of continuous service. Each new employee shall be placed on the seniority list as of the first day of employment upon the completion of one thousand and forty (1040) hours of continuous employment. During such probationary period of one thousand and forty (1040) hours, employees may be discharged by the Employer without cause and without said discharge causing a breach of this Agreement or constituting a grievance hereunder.

Section C.

An employee's seniority shall be broken by voluntary resignation, discharge for cause, retirement, or any unpaid leave of absence with the exception of Military Leave of Absence and/or Family and Medical Leave.

Section D.

In the event of a layoff, employees shall be laid off according to seniority in the inverse order of hiring. Employees shall be rehired according to seniority in the inverse order of layoffs.

Section E.

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

Section F.

A temporary vacancy shall be any vacancy or temporary work assignment which results because

of the absence of another regular employee and which continues in excess of one work day and which does not result in a break of continuous service of a regular employee as defined in Section B of this Article, and which does not constitute a newly-created position. The Employer, at its discretion, may fill such temporary vacancy with a senior qualified employee within the Department. Such employee shall receive the classification or position rate of pay or his own classification or position rate of pay, whichever is greater, provided further that Article IV, Section A, shall apply in all cases.

Section G.

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

Employees shall be granted a ninety (90) day working trial period in which time the employee may opt to return to the employee's previous position, and the Employer shall have the same 90 day period to determine if the employee is capable of performing the duties of the position. In the event the Employer determines that the employee is not capable of performing the job duties, said employee shall return to the employee's previously held position and shall retain the right of appeal via the grievance procedure.

Section H.

Seniority list shall be brought up to date on January 1 of each calendar year and posted on employee bulletin boards. A copy of the seniority list shall be sent by mail to the Secretary and the president of the Union.

Section I.

The Employer will recognize the right of any employee within the bargaining unit to apply for transfer from one unit to another only when a vacancy exists and proper posting procedure in a specified bargaining unit has been complied with. The Employer, in selecting an applicant to fill such vacancy, shall use the determination of seniority and qualifications for the employee being transferred from one bargaining unit to another, and shall freeze his original seniority date. Such employee, in being transferred, shall continue to carry over all accumulated sick leave and vacation credit into the new unit. However, such an employee shall be governed by the conditions of the new bargaining unit with respect to fringe benefits and other working conditions. In the employee's option of moving or being transferred to another bargaining unit, he/she shall establish a new seniority date in one of the other bargaining units. In the event of an elimination or reduction in force, the employee shall have the right to return to his/her former bargaining unit. For the purpose of efficiency, employees of the City will be used as much as possible in transfers and will have preference over outside applicants.

ARTICLE XIII GRIEVANCE PROCEDURE

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.

Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by the

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 5.2 of this Agreement.

Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, are 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 in pay when a grievance is investigated and presented to the Employer during the normal working hours, provided the Employer 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.

Procedure; Grievances 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 calendar days after such alleged violation has occurred, present such grievance to the Employer's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within twenty (20) 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, the remedy requested, and shall be appealed to Step 2 within twenty (20) 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 twenty (20) 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-designate representative shall give the Union the Employer's answer in writing within twenty (20) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within twenty (20) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within twenty (20) calendar days shall be considered waived.

Step 2A. If the grievance is not resolved in Step 2 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to medication preserves timelines for Step 2 of the grievance procedure.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union 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 Minnesota Bureau of Mediation Services.

Arbitrator's Authority.

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) submitting in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

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.

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.

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 XIV DISCIPLINE, TRANSFERS, DEMOTIONS, SUSPENSIONS AND DISCHARGES

Section A.

The following shall be the sequence of disciplinary action:

- | | | | |
|----|--------------------|----|------------|
| A. | Oral Reprimands | C. | Suspension |
| B. | Written Reprimands | D. | Discharge |

Section B. Transfers and Demotions

Transfers or demotions to a lower classification shall be made only for just cause. The Union Business Agent and the employee affected shall receive prior notice in writing of any such action. If the Union feels the action was taken without just cause, the employee shall have the right of appeal through the normal grievance procedure. In a case where a demotion or transfer has been proven unjustified and the employee returned to his former status, the loss of pay involved shall be restored.

Section C. Suspensions

Any employee may be temporarily suspended for just cause. The employee shall be notified of the reasons for his suspension in writing at the time thereof. If the employee feels he has been suspended without just cause or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within five (5) days of the date of the suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Section D. Discharges

Discharge shall be made only for just cause. An action to discharge an employee shall be taken

by the Employer only after a hearing upon due notice, upon stated charges, in writing. The statement of charges and the notice of hearing shall be filed with the employee and the Union at least ten (10) days in advance of the hearing. The employee and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against him. The salary of the employee shall be suspended during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee may be given all the back pay withheld during the period of suspension, except as such penalty may be deemed necessary by the Council as a disciplinary measure.

Section E. Layoffs

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

Section F. Exceptions..

Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans employment, discharge or promotion.

Any article, clause or statement herein contained that in any way violates the laws of the State of Minnesota or Federal laws shall be disregarded, and the State and Federal Statutes shall apply.

ARTICLE XV LAYOFF AND RECALL

Section A. Lay Off

When it becomes necessary through lack of work or funds, or for other causes for which an employee is not at fault, to reduce the number of employees within this bargaining unit, the following procedure shall apply:

1. All temporary and part-time non-bargaining unit employees shall be laid off before bargaining unit employees.
2. If additional lay off is required, the City Council shall designate the department(s) in which such reductions are necessary.
3. The least senior employee in that department shall be the first laid off.
4. All bargaining unit employees who are on lay off status or have had hours reduced shall have an opportunity to receive all extra bargaining unit work available by notifying administration of the desire to perform the work. No casual or employees outside the unit will continue to work until after bargaining unit employees have had notification to perform the work.

When laid off, such employee may replace a less senior employee in another department provided he has the qualifications and skills necessary to perform in that capacity. If deemed qualified by the City Council, that employee shall then be placed in that position at the current rate of pay of the taken over position.

Section B. Recall

1. When it becomes necessary to recall employees from lay off, employees shall be recalled in the inverse order of lay off, provided that the employee is qualified for the position

available.

2. Upon recall, if an employee refuses to accept an appointment available, his/her name shall be removed from the recall list and deemed a voluntary quit.
3. Employees shall have fifteen (15) working days in which to return to work upon being recalled. Failure to do so shall constitute a voluntary quit. (May be waived in cases of extenuating circumstances.)
4. Recall notices shall be in writing and sent to the employee's last known address by certified mail. Employees are required to notify the City Council of any address change.
5. Recall rights shall cease one (1) year after an employee is laid off and thereupon such employee shall be deemed separated from employment.

ARTICLE XVI WAGE ADMINISTRATION

Section A.

Pay periods shall be every other Friday.

ARTICLE XVII GENERAL PROVISIONS

Section A.

The Employer agrees to permit the negotiating or grievance committee (to be identified before any meetings) to appear at all negotiations or grievance meetings with the Employer in negotiations or disputes without the loss of pay.

Section B.

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

Section C.

There shall be no replacement of regularly employed employees by voluntary or relief workers.

Section D.

The Employer will erect and maintain a bulletin board of reasonable size to be placed in each one of the buildings where employees report for work, which bulletin board shall be for the use of the Union to post any notices or documents relating to Union affairs.

Section E.

Nothing in this Agreement shall be so construed or so interpreted as to result in an increase in hours or decrease in salary for any person presently employed.

Section F.

All matters not covered by this Agreement shall be settled by negotiations between the Employer and the Union.

Section G.

The Employer shall pay 100% up to \$300 of the cost of one (1) pair of prescription safety

glasses every two (2) years for employees requiring same. Details and type of vendor to be set at a later date.

The Employer shall reimburse each street maintenance employee the sum of \$250.00 for steel toed boots and clothing yearly. The employee will provide the Employer with a copy of the purchase invoice.

The Employer agrees to provide the Police Patrol Officer with a complete uniform set and all necessary equipment needed to carry out the required duties of a Police Patrol Officer for the City of Coleraine. All uniforms shall conform to Minnesota State Statute 626.88. Minimum provided shall consist of two (2) summer and two (2) winter uniforms, one (1) summer and one (1) winter jacket, along with necessary headgear and footwear. All badges, insignia, official police identification and other required equipment shall be provided by the City. The City will also provide the Police Patrol Officer a duty weapon, make, model and caliber shall be subject to the approval of the Chief of Police and Employer and shall meet minimum requirements and recommendations set in the law enforcement industry by the IACP and/or MN POST.

Section H.

As of 1/1/07, all new part-time employees shall not be eligible for benefits.

Section I.

Any type of employee matter in regards to this agreement, including but not limited to disciplinary proceedings, grievance meetings, and bargaining sessions shall include a quorum of the City Council as a whole.

Section J.

The City shall pay the entire fee for licenses or endorsements required for an Employee to continue to perform the duties and responsibilities of a position that Employee holds on the date the licensing requirement becomes effective. The City shall pay the entire fee for renewal of licenses or endorsements required for the position the Employee holds, except that the city shall not pay the cost of renewal of a class "d" driver's license or any endorsement thereto, and shall not pay fees necessary to meet a promotional requirement or original appointment.

Section K.

The employer shall pay the annual premium up to a maximum of two hundred (\$200.00) dollars for employees MPPOA Legal Defense Fund.

Section L.

An Employee required to appear in Court for City Business during his/her scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the Employee's regular rate of pay. Additional time spent in court, over the two (2) hour minimums, shall be compensated at one and one-half (1-1/2) times the Employee's regular rate of pay.

An Employee scheduled to appear in court for City Business during off duty hours shall receive a minimum of two (2) hours of pay at the Employee's regular rate of pay if court is cancelled without a notice by at least 4:00 p.m. the day prior to the scheduled court appearance.

ARTICLE XVIII
INCORPORATION BY REFERENCES OF APPENDIXES

Section A.

The following list of Appendixes is hereby incorporated as a part of this Agreement by reference:

Appendix A	-	Salary Schedule
Appendix B-1	-	Active Employees Insurance
Appendix B-2	-	Sick Leave Fund
Appendix B-3	-	Insurance Coverage of Retired Employees

ARTICLE XIX
DURATION OF AGREEMENT

Section A. Term and Reopening Negotiations

This Agreement shall remain in full force and effect for a period commencing January 1, 2021, through December 31, 2023 and thereafter until modifications are made pursuant to the PELRA. If either party desires to modify or amend this Agreement commencing on January 1, 2021, it shall give written notice of such intent no later than 120 days prior to the expiration of this agreement for the purpose of negotiating a new agreement. If settlement on a new agreement cannot be reached prior to the expiration date, the present agreement shall remain in effect until a new settlement has been reached.

Effective Date: January 1, 2021

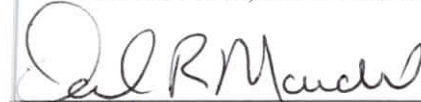
FOR: AFSCME LOCAL #456



Union Steward


Staff Representative

FOR: COLERAINE CITY COUNCIL
COLERAINE, MINNESOTA



Mayor


City Clerk



Date of Signature

APPENDIX "A"
SALARY SCHEDULE

Section A.

All remunerations shall be reflected on an hourly wage scale basis. By mutual agreement of both parties, all negotiations for salary adjustment in the future will be determined on a cents-per-hour basis.

Wage agreement effective January 1, 2021	\$1.25
Wage agreement effective January 1, 2022	\$1.25
Wage agreement effective January 1, 2023	\$1.50

Section B.

Class	Current	2021	2022	2023
Maintenance Mechanic	\$ 25.72	\$ 26.97	\$ 28.22	\$ 29.72
Heavy Equipment Operator	\$ 25.72	\$ 26.97	\$ 28.22	\$ 29.72
Light Equipment Operator	\$ 24.75	\$ 26.00	\$ 27.25	\$ 28.75
Laborer	\$ 23.60	\$ 24.85	\$ 26.10	\$ 27.60
Librarian	\$ 26.23	\$ 27.48	\$ 28.73	\$ 30.23
Police Patrol Officer	\$ 26.31	\$ 27.56	\$ 28.81	\$ 30.31

LONGEVITY:

After 15 years of service, employees will receive 2% of their base salary per month. Provided, however, such payment shall be made only once per year, in the last pay period of said year, for all eligible employees. Such payment shall be in a separate check.

Anyone hired after 1/1/04 is not eligible for longevity.

STEP UP PAY:

In the absence of an employee's supervisor for more than four (4) hours, the employee asked to step up into the supervisory duties shall receive the supervisory wage.

APPENDIX B-1

ACTIVE EMPLOYEES GROUP INSURANCE BENEFITS

Section A.

The Employer will provide and pay the entire premium for life insurance in the amount of \$10,000.00 for each eligible employee, which shall provide for double indemnity in case of accidental death and shall also provide for dismemberment clause. If fifty-one percent (51%) of the group under the age of sixty-five (65) are willing to purchase an additional \$5,000.00 of life insurance and pay the premium themselves, such option will be permitted. Each employee at age sixty-five (65) or at the time of retirement will be provided with \$1,500.00 death benefit.

Section B.

Effective April 1, 2003, the Employer shall provide and pay ninety percent (90%) of the monthly insurance premium for single and family hospital/medical coverage, as listed below, for all eligible employees covered by this Agreement. The participating employee is required to pay ten percent (10%) of the single or family health insurance premium.

\$4.50 co-pay (formulary drugs)

\$10.00 co-pay (non-formulary drugs)

No supplement health insurance will be provided by the Employer for any employees upon their retirement, who are hired on or after January 1, 2012 (01/01/12).

Employees hired after 1/31/05 shall pay 20% of insurance premium.

Section C.

Life insurance, hospital and medical coverage shall be provided by the Employer during sick leave and vacation. The Employer agrees to pay the employer's portion of the premium cost of group life insurance, hospitalization and medical coverage for all employees who perform work during any month or are on paid sick leave, vacation, or who are unable to work due to a compensable injury.

Section D.

The Employer agrees to continue a dental program for each employee and further agrees to pay the entire premium for such dental program.

Employees agree to review other insurance options that are same or comparable to employees coverage currently in the contract. Any new insurance option that is agreed to by the parties is subject to a vote of the Union to ratify said change.

The Employer agrees to provide to all eligible Employees and retirees comprehensive group health insurance from PEIP. Cost Level 2- Health Savings Account Option (H.S.A) shall be provided for all eligible active employees. PEIP Advantage Plan Cost level 2 Option- Early Retiree/ Retiree Health Reimbursement Account (H.R.A) shall be provided to all eligible retired employees.

1. Effective November 1, 2018 the Employer will move to the aforementioned deductible plan subsidized through employer contributions.
2. Effective November 1, 2018 the Employer's annual contribution to all full-time active employees and retired employees HSA/HRA account shall be with the amounts as follows:

Employer will contribute to HSA/HRA deductible:

Active Single	\$2,000.00- HSA annually/ \$1,000.00-HRA annually
Active Family	\$4,000.00-HSA annually/ \$2000.00-HRA annually

3. The initial deposit into the employees, HSA/HRA accounts shall occur on or before January 1st, 2018. In subsequent years, the annual contribution shall occur to coincide with the insurance plan renewals, expectedly by the first payroll of each calendar year.
4. The employer agrees to contribute no less than the agreed to amounts of the plan deductible in subsequent years unless otherwise negotiated. If any employee is excluded due to veteran's status, the employer will pay that employee directly the above listed amounts.
5. Any eligible retired employee shall be provided the same level of deductible contribution to an HRA afforded to active employees until they become Medicare/Medicaid eligible.
6. New hire employees shall receive pro-rated HSA/HRA deductible contributions monthly for medical insurance deductibles. On or before the first pay period in January of the year following an employee's hire date they shall receive the full contribution.

APPENDIX B-2

SICK LEAVE FUND

Section A.

All employees who have ten (10) years or more of continuous employment with the Employer and who have reached a retirement age and are eligible for benefits under any Public Employee Retirement Act or are entitled to benefits under the Federal Social Security Act, a retirement age limit set up by the Employer, or who become totally permanently disabled as of February 1st or thereafter, shall be eligible to be continued under the then-existing hospitalization and medical program covering employees of the Employer and their dependents.

Section B.

All such employees who have accumulated sick leave days to their credit at the time of retirement or at such time that they become totally permanently disabled shall be credited with an amount of sick leave equivalent to the current value of their unused sick leave accumulation.

Section C.

The monetary amount shall be placed in a special fund for the sole purpose of providing continuation of the retiree's or disabled employee's and their dependents' hospitalization and medical insurance coverage.

Section D.

The monetary value of such accumulated sick leave days shall be determined by multiplying the number of days of unused sick leave by the wage or salary rate per day being paid the employee at the

time of his retirement or at the time of total permanent disability.

Section E.

The records of the City Clerk shall make such determination for employees as to the number of accumulated sick leave days an employee has at the time of retirement or total permanent disability. In all cases, the records of the City Clerk shall be final in such determination.

Section F.

The retired employee's accumulated sick leave fund shall continue in full force and effect and shall be distributed in payments in accordance with the following provisions of hospitalization and medical insurance coverage covering retired employees and their dependents. In the event of an employee's death, any remaining sick leave pay shall be applied toward hospital-medical insurance premiums for the employee's dependents until such fund is exhausted.

APPENDIX B-3

INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section A.

The Employer will insure or protect its retired employees and their dependents under a policy or policies or contract or contracts of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits, and pay all or any part of the premiums or charges of such insurance or protection.

Section B. Eligibility of Retired employees

Any employee of the Employer who retires on or after February 1, 1969, shall become eligible for the supplemental insurance coverage or insurance programs now in effect with the Employer; provided, however, that such retired employee is eligible for the benefit under any Public Employees Retirement Act or entitled to benefit under the Federal Social Security Act. All employees hired after 1/1/15 will receive no post retirement insurance coverage except where mandated by law.

Section C.

For any employee who retires after February 1, 1960, in accordance with an age acceptable to Minnesota Public Employees Retirement Association or at the retired age limit set up by the Employer and is not eligible for Medicare, the Employer will continue to provide such hospitalization and medical insurance coverage for retired employees and their dependents and provide the payment for such by paying the full single rate and 50% of dependency costs by providing monies in accordance with Laws of 1965, Chapter 296. The 50% dependency premium cost which is the obligation of the employee shall be paid for by the Employer from the accumulated sick leave fund. If the fund is exhausted, the employee will provide such monies in cash to the City Clerk. Such arrangement shall cease upon the death of the retiree; provided, however, in the event of the retired employee's death, any remaining sick leave pay shall be applied toward hospital medical insurance premiums for the employee's dependents until such fund is exhausted.

Section D.

Any employee whose services are terminated after February 1, 1969 due to total permanent disability, shall be continued to be covered by the then-existing hospitalization medical insurance program covering employees of the Employer. The entire cost of such disabled employee's insurance program shall be paid for out of the accumulated sick leave fund. It shall be continued to be paid for until

such fund is exhausted or upon the death of the disabled person. |

Section E.

The Employer agrees to provide for each retiree and his dependents who are entitled to Federal Social Security Medicare a supplemental hospitalization. Such supplemental coverage shall be that area of hospital medical benefits not provided for under the Federal Social Security Medicare program. The Employer agrees to provide and pay the premium for such retiree and his dependents on the basis of full single and 50% of dependency coverage in accordance with Laws of 1965, Chapter 296. Any portion of the premium for such insurance program that may be the obligation of the retiree will be paid for by the Employer from the accumulated sick leave fund, or by the retired employee in the event he has no sick leave accumulated. Such arrangements shall cease upon the death of the retiree, and the Employer will no longer be obligated for any dependency coverage.

Note: All retirees and dependents eligible for Medicare must enroll in same at time of eligibility.

Effective April 1, 2003, the Employer shall provide and pay ninety percent (90%) of the monthly insurance premium for single and family hospital/medical coverage for all eligible employees who retire on or after this date. Any portion of the premium that is the obligation of the retiree shall be paid for by the Employer from the retired employee's accumulated sick leave fund, or in the event the retired employee has no sick leave accumulated, the retired employee is required to pay ten percent (10%) of the single or family health insurance premium.

Section F.

The Employer agrees to provide reimbursement of prescription drug co-payments which are greater than \$.50. Payment shall be provided upon the retiree's request, provided, however, evidence of purchase is required (i.e., cash register receipt).

Employees who retire after July 1, 1994, are responsible for payment of the full cost of prescription drug co-payments required under the BC/ES Option I hospital/medical insurance plan.

Library Employees

Liv Mostad-Jensen shall be considered full-time for the purpose of the Collective Bargaining Unit.