

**LABOR AGREEMENT**

**BETWEEN THE**



**AND**

**MINNESOTA PUBLIC EMPLOYEES ASSOCIATION UNION**

**CLERICAL  
(CONFIDENTIAL)**

**January 1, 2023 through December 31, 2024**

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LABOR AGREEMENT BETWEEN THE CITY OF RED WING  
AND  
MINNESOTA PUBLIC EMPLOYEES ASSOCIATION UNION,  
POLICE CLERICAL UNIT

**ARTICLE I. PURPOSE OF AGREEMENT**

- 1.1 This Agreement is entered into as of January 1, 2023, between the City of Red Wing, hereinafter called the EMPLOYER, and the Minnesota Public Employees Association Union, hereinafter called the UNION.
- 1.2 It is the intent and purpose of the Agreement to:
  - A. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
  - B. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE II. RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative pursuant to Minnesota Statutes Chapter 179 as amended for all police personnel as per Case No. 81-PR-498-A whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 days per year or 100 days if a bona fide student as provided under PELRA- confidential employees.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III. DEFINITIONS**

- 3.1 UNION: The Minnesota Public Employees Association Union
- 3.2 UNION MEMBERS: A member of the Minnesota Public Employees Association Union.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The Red Wing Police Department.
- 3.5 EMPLOYER: The City of Red Wing.
- 3.6 CHIEF or CHIEF OF POLICE: The individual designated as the Chief Law Enforcement Official for the Red Wing Police Department.
- 3.7 UNION OFFICER: Officer elected or appointed by the Minnesota Public Employees Association Union.
- 3.8 BASE PAY RATE: The employee's basic hourly pay rate exclusive of overtime premium, or any other special allowances.

- 3.9 DAYS: Unless otherwise specified, means working days.
- 3.10 REGULAR EMPLOYEE: A member of the exclusively recognized bargaining unit as defined in the Article II Recognition, who has completed the required probationary period.
- 3.11 SEASONAL AND TEMPORARY EMPLOYEE: An individual so designated by the EMPLOYER who is hired in a non-continuing position for a period of less than sixty-seven (67) days or 100 days, if a bona fide student as provided by PELRA.
- 3.12 CALL-BACK: Return of an employee to a specified work site to perform assigned duties at the express direction of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a callback. Shifts worked other than assigned shifts worked for the convenience of the employee are not callbacks.
- 3.13 REGULAR PART-TIME EMPLOYEES: A member of the exclusively recognized bargaining unit, as defined in the Article II Recognition, who has completed the required probationary period, but works less than forty (40) hours per week. New employees hired after January 1, 2007 will move through the pay plan on a pro-rata basis based on the number of hours compensated for. This would also apply to accrued benefit increases if applicable. Regular part-time employees working 20 hours or more per week would be eligible for prorated vacation, sick and holiday benefits. Regular part-time employees working 24 hours or more per week would be eligible for prorated health, LTD, Life and ADD insurance.
- 3.14 CSO LUNCH PERIODS: A period during the scheduled shift during which the EMPLOYEE remains on continual duty and is responsible for assigned duties.

#### **ARTICLE IV. EMPLOYER SECURITY**

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Employees who engage in a strike shall be subject to provisions of P.E.L.R.A. Section 179A.16 and 179A.19.

#### **ARTICLE V. EMPLOYER AUTHORITY**

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to perform any inherent managerial functions not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

## **ARTICLE VI. UNION SECURITY**

- 6.1 The EMPLOYER shall deduct from the wages of 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 employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate within two (2) weeks of signing the contract, or any changes in designated personnel.
- 6.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notice(s) and announcement(s).
- 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.

## **ARTICLE VII. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 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.
- 7.2 Union Representation. 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 Article 6.2 of this Agreement.
- 7.3 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 in 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.
- 7.4 Procedure. Grievances, as defined by 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 ten (10) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of

the Agreement allegedly violated, the remedy requested, signed by the employee involved, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. Appeal to the Bureau of Mediation Services. A grievance unresolved in Step 3 may be appealed by the Union to Step 4 which shall be mediation by the Bureau of Mediation Services, subject to PELRA, as amended. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days of the BMS mediator's conclusion of mediation shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended.

#### 7.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following 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.

7.6 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 specific 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 limits in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

7.7 Choice of Remedy. If as a result of the written EMPLOYER response to Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Section 24 of the Red Wing Personnel Rules, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the mediation procedure as provided in Step 4 of Article VII or another appeal procedure and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article VII, except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minnesota Statute 361.01, an employee is not precluded from also pursuing an appeals under that grievance procedure.

#### **ARTICLE VIII. SAVINGS CLAUSE**

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Red Wing. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

#### **ARTICLE IX. PROBATION**

9.1 All newly hired or rehired employees will serve a six (6) month probationary period. Said probation may be extended up to six (6) months (for a total of 12 months) at the Chief's discretion.

9.2 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.

9.3 All personnel serving a probationary period shall earn sick leave benefits and vacation benefits in accordance with vacation and sick leave articles. During the probationary period, employees may accumulate sick and vacation leave, but shall not be entitled to use earned vacation until the completion of the first six months of employment.



- 9.4 Employees promoted to a higher classification shall serve a six (6) month probationary period during which time the employee will be evaluated. If during the period the employee's evaluation is unsatisfactory, the employee shall be given written notice of said unsatisfactory rating by the EMPLOYER.
- 9.5 The EMPLOYER shall have the right to demote the employee during the six (6) month probationary period upon giving the employee written notice thereof the time of the evaluation.

#### **ARTICLE X. SENIORITY**

- 10.1 Seniority shall be an employee's continuous length of service with the EMPLOYER. New employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the department of the City and shall rank for seniority from the first date of employment.
- 10.2 The EMPLOYER shall prepare a seniority list on the date of this Agreement which will show the name and job title of all employees entitled to seniority. The EMPLOYER will keep the seniority list up-to-date and will provide the UNION with an up-to-date copy annually.
- 10.3 An employee shall lose seniority for the following reasons only:
  - A. He/she resigns;
  - B. He/She is discharged;
  - C. He/She does not return to work when recalled from layoff as set forth in the re-call procedure.
- 10.4 The word lay-off shall mean a reduction in the work force due to a decrease in work. Lay-off procedure shall be according to the following: Probationary, Temporary and Seasonal employees to be laid-off first in that order. Regular employees with the least seniority shall be laid off first, except that senior employees claiming seniority rights must have the qualifications and ability to perform the job available.
- 10.5 Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled employees shall have ten (10) calendar days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

#### **ARTICLE XI. DISCIPLINE**

- 11.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
  - A. Oral Reprimand;
  - B. Written Reprimand;
  - C. Suspension;
  - D. Demotion;
  - E. Discharge.
- 11.2 Suspension, demotions or discharges will be in written form.

- 11.3 Written reprimands, notices of suspension, and notices of discharge to become part of the employee's personnel file shall be read and acknowledged by signature of the employee. Employee and the UNION will receive a copy of such reprimands and/or notices.
- 11.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 11.5 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.
- 11.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure under Article VII.

**ARTICLE XII. HOURS OF WORK**

12.1 The sole authority in assigning work schedules is the EMPLOYER. The normal workweek shall be forty (40) hours to be accounted for by each employee through schedule of hours worked or hours for which they are compensated.

The normal work week shall consist of either five, eight (8) consecutive hour shifts (Clerical Staff); four, nine (9) consecutive hour shifts and one, four (4) consecutive hour shift; or four, ten (10) consecutive hour shifts. Shifts are exclusive of meal periods for clerical staff. CSO lunch periods shall be included in the shift length calculation.

The employee may be required to work overtime and fill in for short periods to cover for vacation or sick leave up to 10 consecutive workdays. The four (4) week notice does not apply in these cases.

The EMPLOYER retains sole discretion in scheduling employees and in determining the number of eight, nine, and ten-hour shift schedules. The EMPLOYER will use its best efforts to accommodate employee scheduling requests. Split shifts or weekly shifts, not described above, shall not be scheduled except by mutual agreement of the EMPLOYER and affected employee.

Employees shall be scheduled to work on a regular work shift, except in cases of emergency and each work shift shall have a regular starting and quitting time. Any work scheduled over the established shift length or forty (40) hours per week shall be considered as overtime. If the City shall deem a change in shift necessary, the City will give the UNION a four (4) week notice as to the change. Work shifts worked at other than normal work times for the convenience of the employee shall be considered normal work shifts and no premium or shift difference shall be paid.

12.2 The following schedule shall be in effect for clerical staff:

12 midnight to 6 a.m.	Premium time (payable at time and one-half (1-1/2))
Saturdays and Sundays	Premium time (payable at time and one-half (1-1/2))
6 p.m. to 12 midnight	Shift differential of \$0.90 in Year 1 and \$0.95 in Year 2 per hour not to be compounded or pyramided with overtime.

With a two week notice and up to six times a month, the Parking Attendants and Community Service Officers may be asked to work outside of their current regular schedule and they shall be paid as follows:

10 p.m. to 6 a.m.	Premium time (payable at time and one-half (1-1/2))
Sundays	Premium time (payable at time and one-half (1-1/2))
6 p.m. to 10 p.m. and Saturdays	Shift differential of \$0.90 in Year 1 and \$0.95 in Year 2 per hour not to be compounded or pyramided with overtime.

12.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, it may be required for an employee to work additional hours on other than normal shifts. Each employee has an obligation to work overtime or call backs if requested, unless unusual circumstances prevent them from so working. Overtime refused shall be counted as overtime offered by not worked.

**ARTICLE XIII. OVERTIME**

13.1 The EMPLOYER shall have the right to require employees to work additional time. Employees may elect to choose overtime as cash or compensatory time off, if agreeable with the employee's supervisor.

13.2 Conditions and rate at which overtime premiums will be paid: Hours worked in excess of the employee's normally scheduled shift will be compensated at the rate of one and one-half (1-1/2) times the employee's regular base pay rate.

13.3 Hours worked in excess of forty (40) hours per week will be compensated at the rate of one and one-half (1-1/2) times the employee's regular base pay rate.

13.4 The EMPLOYER will offer overtime as equally as possible among employees in the same job classifications.

13.5 Refusal to work shall be recorded and counted as overtime offered but refused and shall be recorded and counted as overtime offered but not worked.

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

**ARTICLE XIV. CALL BACK**

An employee called back to work after having been dismissed from the work shift on any day shall receive a minimum of two (2) hours pay at his/her base pay rate or the actual number of hours worked paid at one and one-half (1 1/2) times the base pay rate whichever is greater.

**ARTICLE XV. MEAL AND REST PERIODS**

15.1 Each employee shall be authorized one (1) thirty (30) minute unpaid meal period per eight (8) hour work day. The meal period, whenever possible, shall be scheduled near the middle of the shift. Any other interruption for meals shall be designated by the EMPLOYER and at the expense of the employee.

15.2 Employees working a normal work day shall receive one fifteen (15) minute rest period for each approximate four (4) hours of continuous work subject to the Supervisors as to when the break is taken. The Supervisor may allow for the breaks to be combined into one 30 minute break.

## **ARTICLE XVI. HOLIDAYS**

16.1 The following days and one floating holiday shall be recognized and observed as paid holidays for the employees:

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

EMPLOYEES will receive time and one-half hourly rate for all hours worked on Juneteenth, if the State of Minnesota recognizes Juneteenth as a paid holiday for State employees.

EMPLOYEES must begin their shift on the calendar day of the holiday and the entire shift must be worked to receive pay at time and one-half. If an employee is not scheduled to work on Juneteenth, they will not receive holiday pay for that day.

16.2 Any holiday falling on Sunday will be celebrated by observing the following day as a holiday. When a holiday falls on a Saturday, the preceding day shall be observed as a holiday.

16.3 When an employee is called to work on a Sunday or holiday, he/she shall receive a minimum of three (3) hours' pay and one and one-half (1-1/2) times the base rate of pay for the actual hours worked, whichever is greater.

## **ARTICLE XVII. VACATION**

17.1 Employees may take vacation at such time as the employee requests with the approval of the Supervisor. The vacation period shall be January 1, through December 31 of each year. Employees may use vacation when weather is inclement (e.g.) snow days. Vacation leaves may be taken in quarter hour increments. Employees with the most seniority will have preference as to time of taking their vacation if their application for vacation is made by February 1.

17.2 Vacations shall be given to employees as follows:

<b>Months of Service</b>	<b>Vacation Accrual Rates</b>		
0 to 24 months	0-2yr	3.08 hrs/biweekly	10 days/yr.
25 to 96 months	2-8yr	4.62 hrs/biweekly	15 days/yr.
97 to 180 months	8-15yr	6.46 hrs/biweekly	21 days/yr.
181 to 216 months	16-18yr	6.77 hrs/biweekly	22 days/yr.
217 to 252 months	19-21yr	7.08 hrs/biweekly	23 days/yr.
253 to 288 months	22-24yr	7.39 hrs/biweekly	24 days/yr.
289 or more months	25yrs+	7.69 hrs/biweekly	25 days/yr.

17.3 Accumulated vacation accrual shall carry over from one year to the next with a maximum accumulation of 2 times the employee's annual accrual rate.

17.4 An employee leaving employment voluntarily, or having been discharged, shall be compensated for any unused vacation leave earned by the employee up to the date of termination of employment.

### **ARTICLE XVIII. LEAVES**

18.1 Any request for unpaid leaves of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for leave of absence shall be solely within the discretion of the EMPLOYER.

18.2 Employees required to serve on jury duty shall be granted their regular daily pay less the amount of jury or witness fees paid for such period of service. If the employee is excused after reporting and returns to work, he/she will not be deducted for that day.

18.3 Any employee returning from an approved leave of absence shall be entitled to return to employment in his/her former position or a position of comparable duties and pay. The rate of pay shall be the rate had the employee been continuously employed during the period of absence.

18.4 Leaves of absence of up to one (1) year may be granted to any regular employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the employee, such leave may be extended, determined on needs of the department.

### **ARTICLE XIX. SICK LEAVE**

19.1 Employees shall earn sick leave at the rate of 4.62 hours bi-weekly. Sick leave may be accumulated to a maximum limit of 1000 hours and if the maximum is maintained an additional .92 hours accumulated bi-weekly. Sick leave may be taken in quarter hour increments.

19.2 The City will maintain two (2) separate accrual banks for sick leave; one for the hours accumulated to 1000 hours and one for any accrued hours over 1000 hours. If an employee has accumulated hours in both banks and they use sick time, those hours will be deducted from the initial bank; therefore earning those hours back at the higher accrual rate.

19.3 Sick leave with pay must be used only for the following reasons:

- A. Personal illness or physical incapacity which renders the employee unable to perform assigned job duties and responsibilities.
- B. Required medical care.
- C. Exposure to contagious disease under circumstances in which employees with whom the employee is associated or members of the public with whom the employee deals would be endangered by the employee's attendance on duty.
- D. Pursuant to Minnesota Statute §181.9413 and the City of Red Wing Employee Handbook, an employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, adult

child, foster child, spouse, sibling, parent, aunt, uncle, nephew, niece, mother-in-law, father-in-law, grandchild, grandparent, or step-family members of the employee or employee's spouse; and other bona-fide permanent member of the employee's household, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

19.4 An employee on sick leave shall inform the Supervisor of this fact and the reason therefore prior to the commencement of the scheduled work day, unless circumstances prevent the employee from notifying the EMPLOYER of the fact.

19.5 An employee who has been unable to work for a period of time because of illness or injury, may be required before being permitted to return to work, to furnish the EMPLOYER with medical evidence that said employee is able to perform all significant duties of the job in a competent manner and without hazard to her/himself or others. In the event sick leave is taken for more than two (2) consecutive work days, the EMPLOYEE agrees to furnish proof of care by a medical doctor. The EMPLOYER reserves the right to medically examine, at the EMPLOYER'S expense, any EMPLOYEE claiming sick leave.

In order to receive credit for sick leave, EMPLOYEE agrees that he/she will report or cause to be reported to his/her supervisor (or the Senior Officer on duty if the supervisor cannot be reached) before the time he/she normally reports to work that he/she is sick. Continued or willful failure to report to work will be cause to refuse sick leave and discipline.

19.6 An employee receiving sick leave with pay who simultaneously receives compensation under Worker's Compensation Laws shall receive, for the duration of such compensation, only that portion of his regular salary which will, together with said compensation, equal his regular salary. The accrued sick leave of the employee will be reduced only in proportion to the amount of compensation paid by the City.

19.7 Parenting leave shall be governed by State and Federal laws. Sick leave may be used for any period of parenting leave, provided the employee cannot perform their normal job duties as a result of a medical disability. Employees may use any accrued vacation leave for any portion of the parenting leave or request a leave without pay up to the maximum allowed by law.

19.8 An employee who participates in the health screening incentive program and meets the eligibility for the next year will be granted a wellness day in the first payroll of January to be used in that calendar year. Any individual who qualifies within the year will receive a prorated accrual and will then need to meet the eligibility for the next year. The wellness day is paid time off that the employee may use on a regularly scheduled workday for any reason with prior approval from the employee's supervisor. A wellness day may not be broken into hours and/or divided across multiple workdays and it must be used within the calendar year. Wellness days have no cash value and an unused wellness day will not be paid out to the employee under any circumstances.

## **ARTICLE XX. EMERGENCY LEAVE**

20.1 An employee shall be granted an emergency leave with pay in the event of a death, serious injury, or a serious or contagious illness within the immediate family (spouse, children, foster children, siblings, parents, grandparents, aunts, uncles, nephews, nieces, grandchildren, or

step family members of the employee or employee's spouse; and other bona-fide permanent member of the employee's household).

Limitations. Emergency leaves shall not exceed the time needed to travel to and from, and attend a funeral including reasonable family services and events; or the time during which an immediate family member is seriously injured or ill (e.g. significant surgery, hospitalization, emergency medical service, etc.) The request for emergency leave along with a complete description of the circumstances causing the emergency leave, shall be made to the Supervisor. Emergency leave shall only be granted for the time necessary to attend to the emergency situation and/or make necessary arrangements to handle a permanent or long lasting event (e.g. recovery after surgery, grief counseling, estate matters, illness recovery or hospice type arrangements, etc.). Emergency leave shall be charged as sick leave. Any emergency leave time over three (3) consecutive days will be evaluated on a case-by-case basis and must be approved by the Council Administrator.

20.2 Emergency leave will also be granted to those employees serving as pallbearers at a funeral.

## **ARTICLE XXI. INSURANCE**

21.1 The EMPLOYER will provide a basic health insurance program similar to the one in effect on the date of this Contract. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual City funding into the VEBA for the Open Access Network is \$750 single/\$1500 family. The annual City funding into the VEBA for the Limited Access Network is \$1250 single/\$2500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan.

The EMPLOYER will provide a second option for health insurance in the form of a high deductible plan. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual City funding into the Health Savings Account or VEBA for the Open Access Network is \$1750 single/\$3500 family. The annual City funding into the Health Savings Account or VEBA for the Limited Access Network is \$2250 single/\$4500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan. The City, in its discretion, may eliminate this second option at the end of any plan year.

The EMPLOYER will provide a third option for health insurance program in the form of a high deductible/minimum value plan. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual City funding into the Health Savings Account or VEBA for the Open Access Network is \$2625 single/\$5250 family. The annual City funding into the Health Savings Account or VEBA for the Limited Access Network is \$3125 single/\$6250 family. In 2021, the City will also provide an Accident Policy through AFLAC for those EMPLOYEES who participate in the high deductible/minimum value plan. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan. The City, in its discretion, may eliminate this third option at the end of any plan year.

The 2023 deductible amounts are: basic health insurance program (first option) \$1500/\$3500, high deductible plan (second option) \$3500/\$7000, and high deductible/minimum value plan (third option) \$6350/\$12,700.

The EMPLOYER will provide an EMPLOYEE who has an alternative source of group health coverage that is not a part of the City's group plan an opt-out payment of \$3,600 for the year. (For less than the whole year, the opt-out payment is adjusted proportionately regarding the period for which the City's health coverage would have applied.) No EMPLOYEE will be allowed to waive/reduce existing coverage unless they can offer proof of coverage under an alternative group health plan. Further, no opt-out payment is due if the City knows or has reason to know that the EMPLOYEE or any other member of the EMPLOYEE's expected tax family does not have, or will not have, the alternative coverage.

An EMPLOYEE may qualify as a participant in the Opt-Out program during the plan year if HR is notified of a qualifying life-changing event (e.g., marriage) that provides them with alternative coverage, within thirty days of the event.

The opt-out payment is paid in equal monthly installments on the EMPLOYEE'S 1<sup>st</sup> pay period of the month. If an EMPLOYEE participating in the Opt-Out program separates employment with the City during a plan year, an opt-out payment continues only through the last payroll period employed.

An opt-out and waiver of health coverage is in effect for only one (1) plan year (January 1-December 31, 2023).

The EMPLOYER will provide a voluntary basic dental program. The EMPLOYEE will pay 25% of the premium.

The Employer will contribute 100 percent of the total monthly cost per employee towards a \$50,000 group term life insurance on the life of the employee.

The employer shall also provide group long-term disability. The entire premium for this policy shall be paid by the EMPLOYER with the benefit being taxable to the EMPLOYEE.

21.2 Employees that have the maximum accumulated sick leave to their credit who experience an injury or extended illness which causes them to use their accumulated sick leave without returning to work shall be permitted to continue their group hospitalization and life insurance policy for six (6) months after all sick leave has been used. During the first three (3) months of this extended period, the EMPLOYER shall pay its share of the premiums as if the employee were working. During the second three (3) month period, the employee shall pay the entire premium. All extensions pursuant to this paragraph shall be subject to approval by the EMPLOYER'S insurance carrier.

21.3 The City will allow members of the bargaining unit, upon retirement, to continue hospitalization coverage to age 65, under the existing program, at the same rate as the City group, but at the member's expense, provided the member assumes no other employment in which case coverage would cease and no longer be available to said member and provided it does not result in additional cost to the City by way of premium structure.



**ARTICLE XXII. JOB POSTING AND VACANCIES**

22.1 The EMPLOYER and the UNION agree that regular job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided that applicants:

- A. Have the necessary qualifications to meet the standards of the job vacancy; and
- B. Have the ability to perform the duties and responsibilities of the job vacancy.

22.2 Employees filling a higher job class based on the provisions of the Article shall be subject to the conditions of Article IX. Probation.

22.3 The EMPLOYER has the right to final decision in the selection of employees to fill posted jobs, based on experience, qualifications and abilities. Such decisions shall be subject to the grievance procedure. Where employees meet the job qualifications and possess the required abilities, senior employees shall be given preference. In the event an employee's seniority is by-passed, he/she shall, upon written request to the Department Head, be given the reasons in writing.

22.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so members of the bargaining unit can sign the posting list and be considered for such vacancies. All persons desiring to apply for said vacancies shall apply within that five (5) day period, or have indicated their interest on the appropriate form.

22.5 The EMPLOYER shall not be required to report any vacancy when a promoted employee reverts back to his/her former job within one (1) month of the promotion. The EMPLOYER shall go to the previously posted list and attempt to fill the position from the other employees who have signed, or upon finding none of these employees qualified, shall hire from outside the bargaining unit.

22.6 Pay on temporary assignment.

- A. Employees assigned to work in a higher paid classification for a period of fifteen (15) days or longer shall be paid at the base rate of pay for said higher classification, or their current rate of pay with an additional \$0.75 per hour, whichever is greater, for the full period of time worked on temporary assignment in that classification except when the temporary assignment is for someone on vacation. If an employee is assigned to a lower classification they shall receive their regular rate of pay.

**ARTICLE XXIII. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM**

It is agreed by the City and the UNION that both parties shall provide for equal employment opportunities and membership in the UNION without regard to race, color, religion, national origin, political affiliations, disability, marital status, status with regard to public assistance, sex, age, or criminal record.

**ARTICLE XXIV. SAFETY**

24.1 The EMPLOYER and the UNION agree regarding the necessity of establishing safe and health working conditions. Employees are obligated to cooperate in the implementation of reasonable regulations establishing such conditions.

24.2 The UNION shall appoint one (1) employee to participate on the city-wide Safety Committee with no loss of regular pay for such participation.

**ARTICLE XXV. SEVERANCE PAY**

25.1 Employees who terminate employment due to death, disability, retirement or voluntary resignation with at least two weeks' prior notice to Employer, shall be compensated for one-third (1/3) of their accumulated sick leave (up to 1,000 hour bank), one-half of the balance in the sick bank (over 1,000 hour bank) and 100% of the accrued vacation in taxable cash. That in the event State law prohibits payment of these accumulated sick leave funds to an employee because they are deemed to be a supplemental pension or deferred compensation plan in addition to the primary pension program, that the Employer has no obligation to compensate the employee pursuant to this Article.

**ARTICLE XXVI. WAIVER OF BARGAINING**

26.1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION for the life of this Agreement each voluntarily and unqualified waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

26.2 This Agreement may be amended any time during its life upon the mutual consent of the EMPLOYER and the UNION. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

**ARTICLE XXVII. GENERAL PROVISIONS**

When an employee is required to use his/her vehicle in the performance of work related duties, the EMPLOYER shall reimburse the employee at a rate of not more than authorized by state statute and at a rate as determined by the City Council of the City of Red Wing from time to time.

**ARTICLE XXVIII. COMPENSATION**

28.1 Employees will advance through the steps of the pay plans in Appendix A based on the following criteria:

- Step 1: Start
- Step 2: 6 months in the position
- Step 3: 1 year in the position
- Step 4: 2 years in the position
- Step 5: 3 years in the position

Step 6: 4 years in the position

Step 7: 5 years in the position

The Employer retains the right to place any new Employee covered by the Labor Agreement at a step higher than the minimum pay for that position in accordance with the Appendix B payment schedule depending on market conditions affecting recruitment and/or retention. Placement at a step above the start rate shall in no way affect the probationary period or seniority status of a newly hired employee.

## 28.2 Classifications.

Promotion: An employee promoted to a job that is rated above the grade of their current job shall be placed in the new job's grade at a step that is equal to or greater than their current hourly wage.

Reclassification Upgrade: An employee's current assigned job grade has been adjusted up. Employee would receive a grade increase upon approval by City Council. The employee's step would stay the same. Example: Grade 4 Step 2 to Grade 5 Step 2.

Reclassification Downgrade: An employee's current assigned job grade has been adjusted down. An employee would be red-circled at their current wage. Example: Currently at Grade 5, Step 2. Reclassified to Grade 4, Step 2. Wage would stay the same until Grade 4, Step 2 or the seniority step dollar amount equals their current wage.

## **ARTICLE XXIX. PRODUCTIVITY**

The EMPLOYER and the UNION mutually recognize the need to maintain and improve productivity in the various operations of the City. To this end, the UNION will cooperate with the EMPLOYER in studies intended to measure and improve productivity. The UNION will also encourage its members and officers to make suggestions to the EMPLOYER that in the judgment of said members and officers would aid in improving productivity.

## **ARTICLE XXX. TUITION, TEXTBOOK, AND TRAINING**

Consistent with FLSA, the EMPLOYER shall pay for only travel to/from and attendance at any EMPLOYER required training session along with required tuition and materials, if any, for such training session.

## **ARTICLE XXXI. UNIFORMS**

Upon hire, the EMPLOYER will issue clerical employees three (3) shirts, two (2) pairs of pants, a lightweight jacket, and footwear. Upon hire, the EMPLOYER will issue an employee hired as a community service officer two (2) long-sleeve shirts, two (2) short-sleeve shirts, two (2) pairs of pants, one (1) winter jacket, one (1) lightweight jacket, and footwear. The EMPLOYER will furnish and replace uniforms/equipment as needed. Reimbursement requests shall be paid within 30 days of the submission of the request.

**ARTICLE XXXII DURATION**

This Agreement shall be effective as of the 1st day of January of the year 2023 and shall remain in full force and effect until the 31st day of December, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 24<sup>th</sup> day of April, 2023.

**FOR THE EMPLOYER:**

City of Red Wing

DocuSigned by:

*Mike Wilson*

9FD0C80ADE394DF...

Michael Wilson, Mayor

DocuSigned by:

*Teri Swanson*

3116625693294...

Teri Swanson, City Clerk

DocuSigned by:

*Kay Kuhlmann*

91650428E12084...

Kay Kuhlmann, City Council  
Administrator

**FOR THE UNION:**

Minnesota Public Employees

Association Union

DocuSigned by:

*Alec Rolain*

C624BCCDB75F4E5...

Alec Rolain, MNPEA Representative

DocuSigned by:

*Maison Schoeder*

3A4443118521F...

Maison Schoeder, Union Steward

DocuSigned by:

*Stephanie Eggenberger*

C51785D111491...

Stephanie Eggenberger, Union  
Steward

**2023 Pay Table (3% General Wage Increase effective 1/1/23)**

Position	DBM Grade	DBM Point s	Start	6 month	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Community Service Officer	B21	1667	\$20.33	\$20.94	\$21.55	\$22.16	\$22.77	\$23.38	\$23.99	\$24.60	\$25.20	\$25.81	\$26.42
Records Technician	B21	1667	\$20.33	\$20.94	\$21.55	\$22.16	\$22.77	\$23.38	\$23.99	\$24.60	\$25.20	\$25.81	\$26.42
Administrative Secretary	B24	2750	\$28.18	\$29.03	\$29.88	\$30.72	\$31.56	\$32.40	\$33.26	\$34.10	\$34.95	\$35.79	\$36.64

\$1000 Stipend to employees actively employed as of June 30, 2023

**2024 Pay Table (3% General Wage Increase effective 1/1/24)**

Start <sup>6</sup> month 1 year 2 year 3 year 4 year 5 year 6 year 7 year 8 year 9 year

Position	DBM Grade	DBM Points	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Community Service Officer	B21	1667	\$20.94	\$21.57	\$22.20	\$22.82	\$23.45	\$24.08	\$24.71	\$25.34	\$25.96	\$26.58	\$27.21
Records Technician	B21	1667	\$20.94	\$21.57	\$22.20	\$22.82	\$23.45	\$24.08	\$24.71	\$25.34	\$25.96	\$26.58	\$27.21
Administrative Secretary	B24	2750	\$29.03	\$29.90	\$30.78	\$31.64	\$32.51	\$33.37	\$34.26	\$35.12	\$36.00	\$36.86	\$37.74