

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF GRAND RAPIDS**

**AND**

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS,  
LOCAL NO. 49**

**PUBLIC WORKS**

**January 1, 2023 – December 31, 2025**

**TABLE OF CONTENTS**

	<u>Page</u>
PREAMBLE.....	1
ARTICLE 1	
PURPOSE OF AGREEMENT.....	1
ARTICLE 2	
DEFINITIONS.....	1
ARTICLE 3	
RECOGNITION.....	1
ARTICLE 4	
RESPONSIBILITIES OF PARTIES.....	2
ARTICLE 5	
CHECK OFF OF UNION DUES.....	2
ARTICLE 6	
HOURS OF WORK.....	3
ARTICLE 7	
OVERTIME HOURS.....	4
ARTICLE 8	
COMPENSATORY TIME.....	5
ARTICLE 9	
VACANCIES AND PROMOTIONS.....	6
ARTICLE 10	
HOLIDAYS.....	7
ARTICLE 11	
FLEXIBLE TIME OFF.....	7
ARTICLE 12	
GRIEVANCE PROCEDURE.....	9
ARTICLE 13	
GENERAL PROVISIONS.....	12

ARTICLE 14  
COMPLIANCE WITH FEDERAL, STATE & LOCAL LAWS..... 13

ARTICLE 15  
SENIORITY..... 14

ARTICLE 16  
LOSS OF SENIORITY..... 15

ARTICLE 17  
RIGHT TO SUBCONTRACT.....15

ARTICLE 18  
MANAGEMENT RIGHTS..... 15

ARTICLE 19  
LEAVES OF ABSENCE..... 16

ARTICLE 20  
COMPLETE AGREEMENT & WAIVER.....16

ARTICLE 21  
CENTRAL PENSION FUND .....17

ARTICLE 22  
YEARS OF SERVICE CREDIT .....17

ARTICLE 23  
DURATION OF CONTRACT.....17

APPENDIX A  
UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED..... 18

APPENDIX B-1  
EMPLOYEE’S GROUP INSURANCE BENEFITS..... 19

APPENDIX B-2  
INSURANCE COVERAGE OF RETIRED EMPLOYEES..... 21

APPENDIX C  
WAGE SCHEDULE – PUBLIC WORKS ..... 22

## **PREAMBLE**

This Agreement is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Local 49 of the International Union of Operating Engineers, (hereafter the “Union”).

## **ARTICLE 1 PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement to place in written form the parties’ full and complete agreement upon the terms and conditions of employment for the duration of the Agreement; and to establish procedures for the resolution of disputes concerning the interpretation and application of the terms of this Agreement.

## **ARTICLE 2 DEFINITIONS**

Section 2.1. “Union” means the International Union of Operating Engineers, Local No. 49, the exclusively recognized bargaining unit.

Section 2.2. “Employer” means the City of Grand Rapids, Minnesota.

Section 2.3. “Union member” means a member of the International Union of Operating Engineers, Local No. 49.

Section 2.4. “Employee” means an employee of the City of Grand Rapids Public Works Department and Union Member from within the exclusively recognized bargaining unit.

Section 2.5. “Regular rate of pay” means an employee’s straight-time hourly pay rate exclusive of any other allowances.

Section 2.6. “Call out” means the return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular work shift.

## **ARTICLE 3 RECOGNITION**

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit composed of all eligible employees of the Public Works Department of the City of Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, and whose job classifications are listed in Appendix A to this Agreement. All other City of Grand Rapids employees in job classifications not listed in Appendix A are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. If a full-time employee covered under this Agreement requests and is granted a leave of absence, management has the right to fill the absent employee's position with a temporary part-time or full-time employee for the duration of the leave of absence, and the temporary part-time or full-time replacement employee shall be exempt from inclusion in and under this bargaining unit until such time that the full-time employee returns to his or her position. The duration of the leave shall not exceed the limitations established in Article 19 of this Agreement. At the conclusion of the leave of absence, the part-time or full-time replacement employee shall be removed from the returning employee's position.

#### **ARTICLE 4 RESPONSIBILITIES OF PARTIES**

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party and agree to discharge their respective responsibilities under this Agreement. The Employer and the Union through this Agreement continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 4.2. The Employer, the Union and the employees are firmly bound to observe the conditions of this Agreement.

Section 4.3. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- 1) The applicable procedures of this Agreement will be followed for the settlement of all grievances, as provided in Article 12. All grievances shall be considered carefully and processed promptly in accordance with the grievance procedures contained in Article 12 of this Agreement.
- 2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

#### **ARTICLE 5 CHECK OFF OF UNION DUES**

Section 5.1. 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 49, which are Union dues, such deductions to be made from the payroll period ending the first half of each month, and transmit the total amount of deductions to the Secretary of Local 49 (address to be supplied by the Union) with any change of employees from whose pay deductions were made. An employee may terminate his or her payroll deduction by written notice delivered to the Secretary of Local 49, who shall forthwith transmit a copy of such termination to the Employer's Finance Department.

Section 5.2. Indemnification. The Union agrees to indemnify, save, and hold harmless the Employer from and against any and all claims, suits, orders or judgments brought or issued against the Employer under all provisions of this Article.

## **ARTICLE 6 HOURS OF WORK**

Section 6.1. The regular work day shall consist of eight (8) hours. Service to the public or interests of the Employer may require the Employer to establish regular shifts for some or all employees on a daily, weekly, seasonal, or annual basis other than the normal 8-hour work-day. The regular work week shall consist of forty (40) hours, and any time worked by an employee less than forty (40) hours per week shall be compensated for on the basis of actual time worked. The standard work month shall consist of one hundred, seventy-three (173) hours. Notwithstanding the foregoing, the Employer has the sole authority to establish and modify work schedules, which includes the regular workday and regular workweek. The Employer may modify the existing work schedule upon two (2) weeks notice to employees. The Employer and Union may agree to a shorter notice period, and in such event, notice shall be considered waived by the signatory parties hereto.

Section 6.2. All employees shall receive two (2), fifteen (15) minute rest breaks in each eight (8) hour shift, at times designated by their immediate department head/supervisor. When the employee is working an uninterrupted eight (8) hour shift, the employee's lunch and coffee breaks shall not exceed thirty (30) minutes in total during said shift.

Section 6.3. For the purpose of computing overtime under Article 7 and not as a limitation upon the scheduling of an employee for work, the work week shall be a period of seven (7) consecutive days commencing at 11:00 P.M. Sunday or the shift-changing hour nearest that time and the workday shall be a period of twenty-four (24) hours commencing with the shift changing time nearest to 11:00 P.M. on such a day.

Section 6.4. Each employee who is called out for work during his regular scheduled days off or time off, shall receive a minimum of two (2) hours pay. The two hour minimum does not apply to hours immediately preceding or following a scheduled shift. This call-out time shall be exclusive of any other provision of this Agreement. An employee who commences work earlier than his or her normal work day or remains after his or her normal quitting time is not considered eligible for call out pay. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay. Employees shall be eligible for call-out pay for modifications to the work schedule as described in Section 6.1 that are not preceded by at least one (1) week notice.

Section 6.5. All employees will be afforded the opportunity of utilizing ten (10) minutes at the conclusion of every work day for the purposes of cleanup.

## **ARTICLE 7 OVERTIME HOURS**

Section 7.1. Overtime at one and one-half (1-1/2) times the employee's regular rate of pay shall be approved by the employee's department head/supervisor and shall be paid for hours worked:

- 1) In excess of the scheduled shift length in any regular workday.
- 2) In excess of forty (40) hours in any regular workweek.
- 3) When an employee on a normal work-day completes his or her normal work-day and is required by the Employer to work additional consecutive hours during such day, the employee shall be paid overtime for such consecutive hours worked, provided the hours worked exceed the scheduled shift length.
- 4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular workweek for a total of forty (40) regular hours; however, hours paid but not worked (call time) shall not be considered as hours worked for the purpose of computing overtime.

Section 7.2. The Employer and employee may agree in writing to an alternate scheduling arrangement, from time to time, allowing an employee to work for longer or shorter periods of time than the scheduled shift length on a given day or days within the same workweek for the purpose of accommodating a specific need of the employee or Employer (e.g., a request by an employee to make up hours on a given day or days during the same workweek for a scheduled out of work function) and still meet the employee's normal workweek. In this event, the additional hours worked by the employee in excess of the scheduled shift length will not be subject to payment of overtime, unless such hours exceed the employee's normal workweek.

Section 7.3. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premium(s) shall be used. To the extent that hours are compensated for at premium rates under one provision of the Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of the Agreement.

Section 7.4. For the purpose of overtime hours worked, an employee working in a classification or position higher than the employee's own shall receive a rate of pay equivalent to one and one-half (1-1/2) times the straight time rate of the classified or position rate in which the employee is performing such overtime hours.

Section 7.5. All overtime hours worked (other than those required by an officially declared emergency) shall be divided among employees of the same job classification consistent with the needs of the Employer. The Employer may assign overtime by considering such factors as the employee's availability to work overtime, the employee's work performance, the employee's seniority,

the need for an equitable distribution of overtime within the department or a job classification, and the employee's ability to perform the work for which overtime work is necessary. The Employer will give preference to seniority when these relevant factors are equal. A current list of overtime calls and hours shall be maintained by the Employer. A refusal by an employee to work overtime hours shall be considered as time worked for purposes of allocating overtime hours as equally a possible among the employees. In no event shall an employee decline overtime during an officially announced and/or declared emergency without the approval of the Employer, if the employee's presence is needed to safeguard the well being of the public.

Section 7.6. It is specifically understood and agreed that the following examples shall constitute a basis for an excused absence which would preclude potential disciplinary action against any employee who declined overtime during an officially announced and/or declared emergency without the approval of the Employer:

- a) If the employee was actually on vacation and out of the City, thus rendering the employee unavailable for call.
- b) If the employee were on legitimate sick leave or under the care of a physician.
- c) If the employee had been released for and was actually on leave.

The aforementioned incidents depict the intent of the parties relating to excused absences. They are not intended to cover every situation and it is agreed that other occurrences will be handled on a case-by-case basis.

## **ARTICLE 8 COMPENSATORY TIME**

Section 8.1. Employees may choose to accumulate up to one hundred and twenty (120) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the employee shall be entitled to one and one-half (1-1/2) hours off work without loss of pay (pursuant to the Federal Fair Labor Standards Act). Compensatory time off may be taken, however, only with the consent of the employee's department head/supervisor.

Section 8.2. Any accumulated, unused compensatory time in excess of 120 hours shall be paid out in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employee will have the option to request a portion of their accumulated, unused compensatory time paid out on the first payroll of June based on the balance as of the last date of the pay period for the applicable payroll. The Employer will require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid out in cash.

Section 8.3. Any employee who voluntarily terminates employment shall be paid in cash for any accrued but unused compensatory time.



Section 8.4. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflict shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 8.5. An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

## **ARTICLE 9 VACANCIES AND PROMOTIONS**

Section 9.1. In all cases where an employee has advanced to fill a temporary vacancy above the employee's own job class, the employee will receive such higher rate of pay for all such hours worked at the minimum rate of pay for the vacant position being filled or the next higher rate of pay for the position above the employee's regular rate of pay, whichever is greater.

Section 9.2. The Employer may fill vacancies by posting internally and externally for applicants. Preference shall be given to senior employees over junior employees and external applicants provided that the following qualifications are equal in the Employer's judgment. In judging qualifications, the following factors will be considered.

- 1) demonstrated work behavior
- 2) knowledge, skills and ability
- 3) ability to get along with co-workers
- 4) past and present job experience
- 5) past and present education and training
- 6) past and present work record
- 7) responses to interview questions

Current qualified employees who apply for a vacancy shall be granted the opportunity to interview for the position. The successful internal applicant filling a vacant position shall be on probation for a period of sixty (60) days from the date of appointment. If, while the applicant/employee is on probation, the Employer determines that the employee is unqualified for that position, the Employer will have the right to return the employee to his or her prior position. The applicant/employee, while on probation, shall accrue all benefits entitled to them. The Employer's decision to return the employee to his or her former position during the probationary period shall not be subject to the grievance procedures of this Agreement. The employee shall have the right to return to his/her prior position within thirty (30) days from the date of appointment.

**ARTICLE 10  
HOLIDAYS**

Section 10.1. All employees shall receive the following holidays:

New Year's Day	Fourth of July	Floater
MLK Jr. Day	Labor Day	Thanksgiving Day
Day after Thanksgiving	Memorial Day	Christmas Day
Veterans Day	Presidents' Day	

provided they work their last scheduled day of work prior to or following said holiday, unless they have failed to report due to illness of employee or due to death in the immediate family.

Section 10.2. All employees who are required to work on any of the above-mentioned holidays, shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay in addition to holiday pay.

Section 10.3. When a paid holiday falls on a day on which the employee is using his or her Flexible Time Off, the employee shall not be charged for a day of Flexible Time Off for that day.

Section 10.4. In the event that the employee is scheduled off duty on a paid holiday, and is called out to work, the employee shall receive a minimum of four (4) hours pay. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay.

Section 10.5. If any holiday falls on a Saturday, the previous day shall be taken as a paid holiday. If it falls on a Sunday, the following day shall be the paid holiday.

Section 10.6. When Christmas Eve (December 24) falls on a normally scheduled work day, employees will be granted one-half (1/2) day off with pay. If employees are required to remain on duty during the one-half day, compensation will be at two and one-half (2-1/2) times the employee's regular hourly rate (maximum of four hours at the 2-1/2 rate.) If Christmas Eve falls on a Saturday or Sunday in any year, it shall not be considered a holiday.

Section 10.7. If the State of Minnesota adopts Juneteenth as an official holiday, it shall be added to Section 10.1 above.

**ARTICLE 11  
FLEXIBLE TIME OFF**

Section 11.1. As of the effective date of the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, said Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the City shall be subject to the Employer's Flexible Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 11.2. The interpretation and application of the Employer’s Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 11.3 For purposes of reference and information only, City employees will accrue Flexible Time Off according to one of the following schedules depending on their date of hire:

**Employees hired PRIOR to January 1, 2018 will accrue as follows:**

**Completed Years of Employment Flexible Time Off Accrued**

<b>COMPLETED YEARS OF EMPLOYMENT</b>	<b>Days per year</b>	<b>Hours per year</b>	<b>Hours per 80 hour pay period</b>
<b>Hire date through 4<sup>th</sup> anniversary</b>	<b>23</b>	<b>184</b>	<b>7.0769</b>
<b>After the 4<sup>th</sup> anniversary through the 9<sup>th</sup></b>	<b>30</b>	<b>240</b>	<b>9.2320</b>
<b>After the 9<sup>th</sup> anniversary through the 14<sup>th</sup> anniversary</b>	<b>35</b>	<b>280</b>	<b>10.7692</b>
<b>After the 14<sup>th</sup> anniversary</b>	<b>39</b>	<b>312</b>	<b>12</b>

**Full-time and Limited Term Employees hired AFTER January 1, 2018 will accrue as follows:**

**Completed Years of Employment Flexible Time Off Accrued**

<b>COMPLETED YEARS OF EMPLOYMENT</b>	<b>Days per year</b>	<b>Hours per year</b>	<b>Hours per 80 hour pay period</b>
<b>Hire date through 1<sup>st</sup> anniversary</b>	<b><u>15</u></b>	<b><u>120</u></b>	<b><u>4.62</u></b>
<b>After the 1<sup>st</sup> anniversary through the 6<sup>th</sup></b>	<b><u>20</u></b>	<b><u>160</u></b>	<b><u>6.15</u></b>
<b>After the 6<sup>th</sup> anniversary through the 10<sup>th</sup> anniversary</b>	<b><u>25</u></b>	<b><u>200</u></b>	<b><u>7.69</u></b>
<b>After the 10<sup>th</sup> anniversary</b>	<b><u>30</u></b>	<b><u>240</u></b>	<b><u>9.23</u></b>

**ARTICLE 12  
GRIEVANCE PROCEDURE**

**Section 12.1. Definition.** A grievance is defined as a dispute or disagreement as raised by an employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

**Section 12.2. 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 this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

**Section 12.3. Processing 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 department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a “reasonable amount of time” as used in this Subsection 12.3.

**Section 12.4. Grievance Procedure.** A grievance, as defined by Section 12.1, 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 the employee is or should have been aware of the alleged violation, present such grievance to the employee’s immediate supervisor. The employee’s immediate supervisor will discuss and give an answer to such Step 1 grievance with ten (10) calendar days after receipt of such grievance from the employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing and submitting it to the department head setting forth the nature of the employee’s grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the employee of the Employer’s Step 1 answer, or such grievance shall be considered waived.

**Step 2** – If appealed, the written grievance shall be presented by the Union and discussed with the department head and/or the Employer-designated Step 2 representative. The department head and/or the Employer-designated representative shall give the Union the Employer’s Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance meeting. A grievance not resolved in Step 2 may be appealed to Step 3. An appeal to Step 3 by the Union must be made in writing and submitted to the Employer within ten (10) calendar days of receipt by the Union of the Employer’s Step 2 answer, or such grievance shall be considered waived.

**Step 3** – If appealed, the written grievance shall be presented by the Union and discussed with the city administrator and/or the Employer-designated Step 3 representative. The city administrator and/or the Employer-designated representative shall give the Union the Employer’s Step 3 answer in writing within ten (10) calendar days after the Step 3 grievance meeting. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of receipt by the Union of the Employer’s final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer’s Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

**Step 3A** – If the Employer and the Union mutually agree within ten (10) calendar days after receipt by the Union of the Employer’s Step 3 final answer, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation as opposed to appealed to Step 4. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) calendar day period shall be considered waived.

**Step 4** – A grievance unresolved in Step 3 or Step 3A and timely appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, and the rules and regulations of the Bureau of Mediation Services.

Section 12.5. **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 issues(s) submitted to the arbitrator 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 to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator's 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 expressed 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 representative 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.

Section 12.6. **Waiver.** If a grievance is not submitted 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 written agreement of the Employer and Union.

Section 12.7. **Choice of Remedy.** If, as a result of the written Employer response in Step 3 or mediation of Step 3A, 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 this Article or another procedure such as, Veteran's Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted.

If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this

Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as described herein, the employee shall waive his or her right to initiate a grievance under this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

### **ARTICLE 13 GENERAL PROVISIONS**

Section 13.1. The Employer agrees to permit the negotiation or grievance committee to appear at all negotiating or grievance meetings with the Employer without loss of any pay. The negotiation or grievance committee shall consist of three (3) members. A list of the committee shall be submitted to the Employer each year prior to negotiations.

Section 13.2. Representatives of Local 49 of International Union of Operating Engineers, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other matters, which the Union is authorized by law to investigate.

Section 13.3. The Employer will erect and maintain a bulletin board of reasonable size where employees report for work, space upon such bulletin board shall be reserved for the use of the Union, employees or Employer to post any notices or documents relating to Union, employees and Employer's affairs.

Section 13.4. Gender. Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neutral gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply, and wherever any words are used in the plural, they shall also be construed to include the singular.

Section 13.5. Driver's License. The City of Grand Rapids will reimburse employees for the cost of a driver's license above Class B. The employee shall immediately notify the Employer if his or her driver's license is suspended or rescinded.

Section 13.6. Meal Allowance. A meal allowance of \$15.00 will be provided for all employees required to work overtime in excess of ten (10) continuous hours of work in a work day. Employees who are otherwise eligible for call out pay shall not receive the meal allowance.

Section 13.7. Safety Shoe Allowance. Each employee shall be entitled to a safety shoe allowance in the amount of \$300.00 per year in each year of this Agreement. Employees shall wear approved safety-toed shoes at all times while on duty.

Section 13.8. Clothing Allowance. Effective January 1, 2020, an employee in the position of Mechanic or Lead Mechanic, who has completed the required probationary period, shall be provided \$250.00 per year clothing allowance, except that the allowance paid in the first year of employment shall be prorated to the number of months remaining in the calendar year following the date of hire. If an employee leaves employment prior to December 31, after receiving the annual clothing allowance for that year, the employee shall reimburse the Employer that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.9. One-Time Lump Sum Payment. Each employee will receive a lump sum payment of \$625 in each year of the agreement. The payment will be made on the first payroll in December of each year. If an employee leaves employment with the City prior to December of a calendar year, the lump sum payment shall be pro-rated on a monthly bases to the end of the last month of employment. One-time Lump Sum Payments are subject to normal withholdings under City's applicable collective bargaining agreement, practices, policies, rules, regulations or practices in effect as of the date the payment is made. This payment is wholly independent of and shall not be included in determining other compensation owing to the employee. For example, this payment does not affect the following: (1) the base pay rate, normal pay rate or similar pay for the employee; or (2) the pay rate used to calculate any payments made to employee pursuant to the collective bargaining agreement.

## **ARTICLE 14 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Section 14.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or degree of a court of competent jurisdiction because of any conflict with Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

Section 14.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.



## **ARTICLE 15 SENIORITY**

Section 15.1. Seniority status shall be granted to all employees and an employee's position on the seniority list shall be determined on the basis of the employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit as certified by the Bureau of Mediation Services. Employees, upon completion of a probationary period of six (6) months, shall be placed on a seniority list as of the first day of their employment within the bargaining unit. Probationary employees may be terminated by the Employer at any time during the probationary period for any reason. The Employer, at its sole discretion, may extend the initial probationary period for an additional six (6) months. If the Employer decides to extend an employee's probationary period, it shall notify the Union in writing of the reason for extending the employee's probationary period, and the Employer shall provide the Union with an opportunity to meet to discuss the Employer's decision. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all employees who change classification with the bargaining unit.

Section 15.2. Seniority shall be determined by job classification within a department. In the event of a layoff, reduction in work force, or the elimination of a position, the work force shall be reduced or position eliminated based upon the employee's seniority and ability to perform available work. In the event that these qualifications are equal, seniority within the job classification will prevail. An employee who is laid off shall be rehired according to the employee's qualifications for the position being filled and the employee's seniority in the inverse order of the layoff. Such employee shall be notified in writing regarding such layoffs, reduction of work force or elimination of a position as well as re-hiring, as the case may be. Such written notification shall be sent to such employee with a copy of same submitted to the Union. In the event the Employer intends to make a layoff or reduction in work force, the Employer shall notify the Union in writing at least ten (10) days prior to the effective date of the layoff or reduction in work force. During this period or prior to receiving notice, the Union may request a meeting with the Employer to discuss the layoff or reduction in work force.

Section 15.3. When two or more employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by lot. No later than February 1<sup>st</sup> of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each employee in the order of seniority and reflect each employee's date of service along with the current job classification.

Section 15.4. Employees shall have thirty (30) calendar days from the first date of posting of the seniority list to notify the City of Grand Rapids of any disagreements over the seniority roster. After 30 days, the seniority list shall be deemed conclusively correct for purposes of this Agreement.

**ARTICLE 16  
LOSS OF SENIORITY**

An employee shall cease to have seniority, if:

1. The employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being given notice by registered mail to return to work at the employee's last known address.
2. The employee's layoff from employment has been for more than twenty-four (24) months.
3. The employee is discharged for just cause.
4. The employee voluntarily terminates his or her employment.
5. The employee takes an unauthorized leave of absence or fails to notify the Employer of the cause for an absence for two days or more.
6. The employee's medical leave of absence has been for a period in excess of that permitted by the Employer as provided in Article 19 or this Agreement.

**ARTICLE 17  
RIGHT TO SUBCONTRACT**

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting any or all of the work performed by employees covered by this Agreement.

**ARTICLE 18  
MANAGEMENT RIGHTS**

Section 18.1. The management of the City of Grand Rapids has the unrestricted right to direct the work force, to direct, plan and control City operations and services, to determine the method, means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, to hire, recall, transfer, promote, demote, suspend, discipline and discharge employees for good and sufficient reason, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities and to change the existing operating methods and/or facilities, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees in exercising these rights it will not alter this Agreement.

Section 18.2. The foregoing enumeration of the Employer's authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

## **ARTICLE 19 LEAVES OF ABSENCE**

Section 19.1. FMLA and Parenting Leave. Family and Medical Leave Act leave and parenting leave shall be available to eligible employees in accordance with existing law and policies adopted by the Employer.

Section 19.2. Extended Medical Leave. In the case of (1) an extended illness, after an employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and, Family and Medical Leave Act leave for which the employee is eligible, or (2) the birth or adoptive placement of a child after the employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the employee is eligible, the employee shall be granted a six (6) month leave of absence. Any further extension of the six (6) month leave period will be granted or denied at the Employer's sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for extension of leave by an employee beyond six (6) months. The employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within then (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) week's notice prior to returning from leave. A leave of absence may be cancelled by the Employer in the event that the employee uses the leave of absence to pursue other employment.

## **ARTICLE 20 COMPLETE AGREEMENT AND WAIVER**

Section 20.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements.

Section 20.2. 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 the law from the area of collective bargaining, and that all of the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 20.3. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section 20.4. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of the Agreement, are hereby superseded.

Section 20.5. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**ARTICLE 21**  
**CENTRAL PENSION FUND**

Local 49 members are allowed to contribute their own funds into the Local 49 Central Pension Fund. Effective January 1, 2023 the contribution rate equals \$2.40 per hour up to a maximum of 2,080 hours per calendar year. Effective January 1, 2024 the contribution rate equals \$2.40 per hour up to a maximum of 2,080 hours per calendar year. Effective January 1, 2025 the contribution rate equals \$2.40 per hour up to a maximum of 2,080 hours per calendar year.

**ARTICLE 22**  
**YEARS OF SERVICE CREDIT**

Any current Public Works employee, who was employed full-time by Grand Rapids Township, at the time of final annexation, shall receive six-tenths (6/10<sup>th</sup>) years of service credit, up to ten (10) years towards their hourly wage on the wage schedule.

**ARTICLE 23**  
**DURATION OF CONTRACT**

Except as otherwise provided, this Agreement shall continue in effect and in force through December 31, 2025. Either party shall have the right to give written notice to the other party one hundred twenty (120) days prior to January 1, 2026, of their desire to reopen for the purpose of negotiations and settlement of a new Agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

**CITY COUNCIL, GRAND RAPIDS**

**LOCAL 49, INTERNATIONAL UNION OF OPERATING ENGINEERS**

By: \_\_\_\_\_  
Dale Christy, Mayor

By: \_\_\_\_\_  
Jason George, Business Manager

By: \_\_\_\_\_  
Tom Pagel, City Administrator

By: \_\_\_\_\_  
Daniel Manick, Area Bus. Rep.

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

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

**APPENDIX A**  
**UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED**

In accordance with Article 3 of this Agreement, the Union shall be the exclusive representative for eligible employees of the Public Works Department (as the department is defined by the Employer) who have the following job classifications:

Maintenance I  
Maintenance II  
Mechanic  
ROW Leadperson  
Lead Mechanic  
Airport Maint. Lead  
Bldg. Maint. – Maint. I  
SW Specialist  
Janitor  
Cemetery Sexton

All other positions, job classifications and employees of the City shall be excluded from the Union. No other employees shall become a member of the Union except by the written agreement of the Employer and Union or by a unit determination order from the Bureau of Mediation Services made in accordance with Minnesota Statutes, Chapter 179A.

**APPENDIX B-1  
EMPLOYEE'S GROUP INSURANCE BENEFITS**

Section 1. The Employer agrees to maintain a minimum value of \$10,000.00 for the group life insurance levels per employee for the life of this Agreement.

Section 2. The Employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund ("Health and Welfare Fund"). The terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as a part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions.

The Employer will make a combined contribution per month toward employee health and medical insurance coverage and also to the Union's Health Reimbursement Account (HRA) as provided in this paragraph. The Employer will contribute to each employee participating in the Union-designated health and medical insurance plan (the Local 49 Health and Welfare Fund) the full premium in 2020, 2021, 2022. The Employer contribution to the HRA as provided herein shall be the difference between the Employer contribution stated above in this paragraph (Union member designated health and medical insurance premium) and the Employer contribution to the cost of the insurance premium for health and medical insurance coverage for those employees participating in the non-bargaining unit plan.

Section 3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Appendix B-1 may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an employee while on Flexible Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.

Section 5. The designation of the insurance carrier in Section 2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the City shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage. The Employer shall pay the same percentage of the cost of the family and single organ transplant coverage as the respective percentage of the cost of family and single health and medical insurance coverage set forth in Section 2 above.



**APPENDIX B-2**  
**INSURANCE COVERAGE OF RETIRED EMPLOYEES**

- Section 1. Minn. Stat. § 471.61, Subd. 2a, authorized the Employer to 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 premium or charges of such insurance protection. The foregoing shall not otherwise apply to life insurance for retired employees hired on or after January 1, 2012.
- Section 2. Eligibility of Retire Employees: Any employee of the Employer who retires on or after November 1, 1972, shall become eligible for supplementary insurance coverages now in effect with the Employer; provided, however, that the retired employee is eligible for benefits under a public employee's retirement act.
- Section 3. Any employee who retires after the effective date of the City's Flexible Time Off Plan, in accordance with an age acceptable to the Minnesota Public Employees Retirement Association or Minnesota State Retirement System, or at the retired age limit set by the Employer and is not eligible for Medicare, the Employer will continue to provide such hospitalization and medical insurance coverage for retired employees through the retired employees Post Retirement Health Care Plan. In the event the employee's Post Retirement Health Care Plan is exhausted prior to his reaching age sixty-five (65), then in that event, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65).
- Section 4. Upon the death of the employee, all obligations under Section 3 are terminated.
- Section 5. In the event the City of Grand Rapids submits the coverage as contained in Appendix B-1 for the purpose of obtaining competitive bidding, it is understood and agreed that the bid specifications shall provide for equivalent coverage as presently in effect at the date of signature, unless mutually agreed to the contrary by the signatory parties hereto.

APPENDIX - C								
PUBLIC WORKS RATES OF PAY								
CONTRACT 2023-2025								
JANITOR AND MAINTENANCE I ONLY								
Effective 1/1/2023	Cola 2.50%	Base Pay	Step 1	Step 2	Step 3	LONGEVITY**		
			1040 Hrs or 6 Months	1 yr after Step 1	1 yr after Step 2	10 Yrs \$ 1.55	15 Years \$ 2.10	20 Years \$ 2.65
Janitor		\$ 15.74	\$ 17.45	\$ 18.30	\$ 19.15	\$ 20.70	21.25	21.80
Maintenance I		23.14	24.51	25.88	27.23			
Bldg Maint-Maint I		23.14	24.51	25.88	27.23			
Maintenance II		28.18				29.73	30.28	30.83
Mechanic		30.16				31.71	32.26	32.81
Cemetery Sexton		28.75				30.30	30.85	31.40
Airport Maint. Lead		28.75				30.30	30.85	31.40
ROW Leadperson		29.79				31.34	31.89	32.44
SW Specialist		29.79				31.34	31.89	32.44
Lead Mechanic		30.16				31.71	32.26	32.81
<b>Effective 1/1/2024</b>	<b>2.75%</b>					<b>\$ 1.55</b>	<b>\$ 2.10</b>	<b>\$ 2.65</b>
Janitor		\$ 16.17	\$ 17.93	\$ 18.80	\$ 19.67	\$ 21.22	\$ 21.77	\$ 22.32
Maintenance I		23.78	25.18	26.59	27.98			
Bldg Maint-Maint I		23.78	25.18	26.59	27.98			
Maintenance II		28.95				30.50	31.05	31.60
Mechanic		30.99				32.54	33.09	33.64
Cemetery Sexton		29.54				31.09	31.64	32.19
Airport Maint. Lead		29.54				31.09	31.64	32.19
ROW Leadperson		30.61				32.16	32.71	33.26
SW Specialist		30.61				32.16	32.71	33.26
Lead Mechanic		30.99				32.54	33.09	33.64
<b>Effective 1/1/2025</b>	<b>3%</b>					<b>\$ 1.55</b>	<b>\$ 2.10</b>	<b>\$ 2.65</b>
Janitor		\$ 16.66	\$ 18.47	\$ 19.36	\$ 20.26	\$ 21.81	\$ 22.36	\$ 22.91
Maintenance I		24.49	25.94	27.39	28.82			
Bldg Maint-Maint I		24.49	25.94	27.39	28.82			
Maintenance II		29.82				31.37	31.92	32.47
Mechanic		31.92				33.47	34.02	34.57
Cemetery Sexton		30.43				31.98	32.53	33.08
Airport Maint. Lead		30.43				31.98	32.53	33.08
ROW Leadperson		31.53				33.08	33.63	34.18
SW Specialist		31.53				33.08	33.63	34.18
Lead Mechanic		31.92				33.47	34.02	34.57

\*\*Longevity pay as reflected in the above longevity pay schedule is listed in the longevity pay column above.

When the Street Superintendent and ROW Lead person are both unavailable to provide supervision, if designated by management, a lead person shall be assigned to a street department crew.

The lead person shall receive a One Dollar and twenty-five cents (1.25) per hour premium only those hours spent working as a lead person.

When an employee is assigned as City Forester/Pesticide Applicator, they shall receive a One Dollar and twenty-five cents (1.25) per hour premium for only those hours spent working as a City Forester/Pesticide Applicator.