

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF GRAND RAPIDS

AND

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

CLERICAL

January 1, 2023– December 31, 2025

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	4
ARTICLE 1	
PURPOSE OF AGREEMENT	4
ARTICLE 2	
DEFINITIONS.....	4
ARTICLE 3	
RECOGNITION	4
ARTICLE 4	
UNION EXCLUSIVITY/DUES CHECK OFF.....	5
ARTICLE 5	
RESPONSIBILITIES OF THE PARTIES	6
ARTICLE 6	
MANAGEMENT RIGHTS	6
ARTICLE 7	
HOURS OF WORK.....	7
ARTICLE 8	
OVERTIME HOURS.....	8
ARTICLE 9	
COMPENSATORY TIME.....	9
ARTICLE 10	
SHOE ALLOWANCE – COMMUNITY SERVICE OFFICER (POLICE)	10
ARTICLE 11	
HOLIDAYS.....	10
ARTICLE 12	
FLEXIBLE TIME OFF	11
ARTICLE 13	
SENIORITY	13

ARTICLE 14	
LOSS OF SENIORITY	14
ARTICLE 15	
VACANCIES AND PROMOTIONS	15
ARTICLE 16	
GRIEVANCE PROCEDURE	16
ARTICLE 17	
LEAVES OF ABSENCE	19
ARTICLE 18	
TRAINING AND/OR EDUCATION	19
ARTICLE 19	
GENDER.....	20
ARTICLE 20	
UNION RIGHTS	20
ARTICLE 21	
SEPARABILITY AND ASSIGNS	20
ARTICLE 22	
WAIVER	21
ARTICLE 23	
RIGHT TO SUB-CONTRACT	21
ARTICLE 24	
WAGES AND SERVICE CREDIT.....	21
ARTICLE 25	
DURATION OF AGREEMENT	22
APPENDIX A - UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED	23
APPENDIX A-1 - WAGE SCHEDULE – CLERICAL	24
APPENDIX B - EMPLOYEE’S GROUP INSURANCE BENEFITS.....	25
APPENDIX C - INSURANCE COVERAGE OF RETIRED EMPLOYEES	26

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 I 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 Clerical Unit as recognized herein.

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 clerical bargaining unit composed of all eligible employees 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, 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 replacement 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 17 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. In the event that a full-time employee on a granted leave of absence does not return to work at the conclusion of the granted leave, and the replacement employee is hired to fill the vacant position, the Employer will waive the probationary period if the replacement employee has over six (6) months of employment with the Employer in the vacant position.

ARTICLE 4 UNION EXCLUSIVITY/DUES CHECK OFF

Section 4.1. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employee or group of employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement. The Employer will not assist or otherwise encourage any other employee organization that seeks to bargain for employees covered by this Agreement, including providing payroll deductions to other employee organizations.

Section 4.2. The Employer shall deduct the monthly Union membership dues from the earnings of those employees who authorize such deductions in writing. Such deductions shall be made from the payroll period ending the first or last half of each month, and the total amount the deductions shall be immediately transmitted to the Secretary of Local 49 (address to be supplied by the Union) with a notation of any change of employees from whom payroll deductions were made. An employee may terminate his or her payroll deductions 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 4.3. Upon request of the union, the Employer shall provide the Union with a list of all employees in the bargaining units represented by the Union.

Section 4.4. The provisions of this Article shall be administered in accordance with existing law.

Section 4.5. The Union agrees to indemnify, save, and hold the Employer harmless from and 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 as a result of the Union under the provisions of Article 4.

ARTICLE 5 RESPONSIBILITIES OF THE PARTIES

Section 5.1. 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 5.2. The Employer, the Union and the employees are firmly bound to observe the conditions of this Agreement.

Section 5.3. 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 16. All grievances shall be considered carefully and processed promptly in accordance with the grievance procedures contained in Article 16 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 6 MANAGEMENT RIGHTS

Section 6.1. The management of the City of Grand Rapids, has the inherent managerial right to direct the work force, to direct, plan and control the City's 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 the lack of work or for other legitimate reasons, to introduce new and improved 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 6.2. 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 7 HOURS OF WORK

Section 7.1. The regular work-day shall consist of eight (8) hours. Service to the public or interest 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 workweek commencing at 12:01 a.m. Sunday shall be Monday through Friday, and shall consist of forty (40) hours. In the event that the Employer establishes a seasonal regular work-day and work-week for employees consisting of four days in a workweek with a 10-hour shift length per day in a given workweek, for a period of time in the Employer's discretion, which may consist of consecutive or non-consecutive weeks, the Employer will not establish a split workweek for said period of time, but will establish a workweek for said period that is either Monday through Thursday or Tuesday through Friday. Any time worked by an employee less than forty (40) hours per week shall be compensated for on the basis of actual time worked. Notwithstanding the foregoing, the Employer has the sole authority to establish and modify work schedules. The Employer may modify the existing work schedule upon 2 weeks' notice to employees; provided, however, if an event which is unanticipated occurs, which precludes such notice period, notice shall be considered waived by the signatory parties hereto. Employees shall be eligible for call-out pay, as described in Section 7.4, for modifications to the work schedule that are not preceded by at least one (1) weeks' notice.

The signatory parties hereto have agreed that positions that require an alternate work schedule, other than that described above, shall be excluded from the provisions of Section 7.1 and Section 7.3 relating to the Monday through Friday workweek and payment of overtime. The workweek for such employees with alternate schedules will be Sunday through Saturday. The Employer will not establish a split workweek for said period of time.

Section 7.2. Each employee shall be eligible for one (1) fifteen (15) minute paid rest period during each four (4) hour work period as scheduled by the employee's immediate supervisor.

Section 7.3. For the purpose of computing overtime under Article 8 and not as a limitation upon the scheduling of an employee for work, the workweek shall consist of five (5) days Monday through Friday, unless otherwise provided by the Employer in Section 7.1.

Section 7.4. Each employee who is required to work during his or her 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 pay 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.

ARTICLE 8 OVERTIME HOURS

Section 8.1. 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 normal workweek.
- 3) When an employee on a regular 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. For purposes of calculating overtime under this paragraph and except as otherwise provided herein, the scheduled shift length may not exceed ten (10) hours in a work-day without payment of overtime for the consecutive hours worked in excess of ten (10) hours.
- 4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular work week for a total of forty (40) regular hours.

Section 8.2. Notwithstanding the foregoing, 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 8.3. 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 this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

ARTICLE 9 COMPENSATORY TIME

Section 9.1. Employees may choose to accumulate up to eighty (80) 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 9.2. Any accumulated, unused compensatory time in excess of 80 hours shall be paid off 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 have the entire balance of their accumulated, unused compensatory time paid out on first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid off in cash.

Section 9.3. Any employee who voluntarily terminate employment shall be paid in cash for any accrued but unused compensatory time.

Section 9.4. 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 9.5. 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 10
SHOE ALLOWANCE – COMMUNITY SERVICE OFFICER (POLICE)

The Community Service Officer (Police) and Engineering Technician (Public Works) shall be entitled to a safety shoe allowance in the amount of three hundred dollars (\$300.00) for the purchase of approved footwear. The employee shall wear the approved footwear at all times while in the service of the Employer. Approved footwear shall be determined by the Chief of Police in the Chief's discretion and by the Director of Public Works in the Director's discretion, respectively, and such determination shall not be subject to the grievance procedure.

ARTICLE 11
HOLIDAYS

Section 11.1. All employees shall receive the following holidays:

New Year's Day	Fourth of July	Christmas Day
M.L.K. Jr. Birthday	Labor Day	Thanksgiving Day
Floater	Veterans Day	Friday after Thanksgiving Day
Memorial 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 legitimate illness of employee or due to death in the immediate family.

Section 11.2. 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 11.3. 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 with a day of Flexible Time Off for that day.

Section 11.4. 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 of pay, or compensatory time. The time worked shall be computed at one and one-half (1-1/2) times the employee's regular rate of pay.

Section 11.5. If any holiday falls on 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 11.6. In the event Christmas Eve falls on a normal workday, it shall be considered a one-half (1/2) day holiday. If Christmas Eve falls on a Saturday or Sunday in any year, it shall not be considered a holiday.

Section 11.7. If the State of Minnesota adopts Juneteenth as an official holiday, it shall be added to Section 11.1 above.

**ARTICLE 12
FLEXIBLE TIME OFF PLAN**

Section 12.1. 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 12.2. 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 12.3 Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time employees or limited-term employees, as defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

During the term of this Agreement Full-time and Limited Term Employees hired PRIOR to January 1, 2018 will accrue as follows:

Completed Years of Employment Flexible Time Off Accrued

Completed Years of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4th anniversary	23	184	7.0769
After the 4th anniversary through the 9th	30	240	9.2320
After 9th anniversary through the 14th	35	280	10.7692
After the 14th anniversary	39	312	12.

During the term of this Agreement regular part-time employees hired PRIOR to January 1, 2018 will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time employee.

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

Completed Years of Employment Flexible Time Off Accrued

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

Regular part-time Employees hired AFTER to January 1, 2018 will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time Employee.

The City computerized payroll system is the official record for Flexible Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the employee's anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

Section 12.4. Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days Per Year	Hours Per Year	Hours Per 80 hour Pay Period
8	64	2.4616

Any employee who is newly hired with the City of Grand Rapids after January 1, 2020 will receive 80 hours of EMB time placed into his/her EMB bank at the time of hire.

Section 12.5. All employees with one (1) or more years of service with the City of Grand Rapids covered under the Union collective bargaining agreement will be allowed to make an employee contribution of twenty five dollars (\$25.00) per pay period into their Minnesota Post Employment Health Care Savings Plan (HCSP) established under Minnesota Statutes, Section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents.

Section 12.6.

All employees with one (1) or more years of service who leave City employment, which includes voluntary and involuntary termination, will contribute one hundred percent (100%) of their severance pay, i.e., accumulated and unused FTO, into the HCSP.

ARTICLE 13
SENIORITY

Section 13.1. 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, Case Number 88-PR-26 dated February 24, 1988. 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 and Union recognize that there may be unusual circumstances where the Employer may extend the initial probationary period for an additional six (6) months, provided the Employer notified the Union in writing of the specific reason for extending the employee's probationary period, and the Employer provides the Union with an opportunity to meet to discuss the Employer's decision should the Union request such a meeting within ten (10) days of notification. 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 within the bargaining unit.

Section 13.2. Seniority shall be unit seniority. 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 of a layoff, reduction in work force or the elimination of a full-time position, the affected employee may displace the most junior employee in the bargaining unit, or if the most junior employee is part-time, then the affected employee shall have the option to displace the most junior full-time employee in the bargaining unit, provided that in the judgment of the Employer, the employee has the necessary qualifications and/or experience to perform the duties of the job involved. In the event of a layoff, reduction in work force or the elimination of a permanent part-time position, the affected employee may displace the most junior part-time employee in the bargaining unit provided that in the judgment of the Employer, the employee has the necessary

qualifications and/or experience to perform the duties of the job involved. In the event that the employee does not agree with the Employer's decision, the employee shall have the right to appeal through the grievance procedure. An employee who is laid off shall be rehired according to qualifications and seniority in the inverse order of the layoff. Such employee shall be notified in writing regarding such layoffs, reduction of force or elimination of 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. Any employee who uses seniority to avoid a layoff as provided herein shall continue to accumulate flexible time off in accordance with the employee's length of service with the City.

Section 13.3. 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 1st 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 current job classification.

Section 13.4. 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 14 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 (5) 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 not reversed by the grievance procedure.
- 4) The employee voluntarily terminates his or her employment.

- 5) The employee is on a medical leave of absence for a period in excess of that permitted by the Employer pursuant to Article 17.
- 6) The employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of absence for two days or more.

ARTICLE 15

VACANCIES, PROMOTIONS AND TRANSFERS

Section 15.1. 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

Section 15.2. Notice of classification and location of positions available in the City of Grand Rapids will be posted by the Employer at least five (5) days prior to filling such vacancy. Employees in the same job class (see Appendix A) may request consideration for lateral transfer by submitting a memorandum to the Employer within the stated time limit. All employees submitting such a memorandum within the stated time limit will be interviewed for the posted vacancy. Requests received after the stated time limit will only be given consideration if the Appointing Authority is still interested in seeing additional candidates. The Appointing Authority has the discretion to select one of the interested candidates or none of the interested candidates. Applicants who are not selected will be notified.

Section 15.3. The successful internal applicant filling a vacant position shall be on probation for a period of twelve (12) weeks from the date of selection or promotion. 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 without posting. 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 the Agreement. The employee shall have the right to return to his or her prior position within six (6) weeks of the date of selection or promotion.

Section 15.4. When an employee applies for and is assigned a different job classification, the employee shall be paid the applicable rate for that assigned position. All seniority rights for the purpose of fringe benefits shall be maintained.

Section 15.5. If an employee, in the judgment of the Employer, works in a higher classification of work in excess of two (2) consecutive pay periods, the employee shall be paid for all time worked at the higher classification rate of pay.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 16.1. Definition. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 16.2. 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. This Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 16.3. 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 16.3.

Section 16.4. Grievance Procedure. A grievance, as defined by Section 16.1, shall be resolved in conformance with the following procedure:

Step 1 – An employee or the Union, 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 within (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 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 16.5. 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 issue(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 representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 16.6 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 16.7 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 other than 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 to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

ARTICLE 17 LEAVES OF ABSENCE

Section 17.1. FMLA and Parenting Leave. Family and Medical Leave Act leave and parenting leave shall be available to eligible employees in accordance with the existing law and policies adopted by the Employer.

Section 17.2. 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 without having his or her name removed from the payroll. Any further extension of the six (6) month leave 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 ten (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 canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment.

ARTICLE 18 TRAINING AND/OR EDUCATION

When the immediate department head/supervisor grants approval for training and/or developmental activities, such activities shall be considered to be work assignments and

therefore regular wage rates will apply for time spent on such activities. The employee shall receive reimbursement for mileage and expenses in accordance with City policy. With regards to correspondence courses, the employee shall be reimbursed upon completion of such courses. Such courses must be pre-approved by the Employer in order to be eligible for reimbursement.

**ARTICLE 19
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 whenever any words are used in the plural, they shall also be construed to include the singular.

**ARTICLE 20
UNION RIGHTS**

Section 20.1. The Employer agrees to permit negotiation or grievance committee members to appear at all negotiating or grievance meetings with the Employer. The negotiations or grievance committee shall consist of two (2) members. A list of the committee members shall be submitted to the Employer each year prior to negotiations.

Section 20.2. 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 permitted by law to investigate.

Section 20.3. 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 the Union, employees and Employer's affairs.

**ARTICLE 21
SEPARABILITY AND ASSIGNS**

Section 21.1. 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 of decree 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 21.2. 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 22
WAIVER**

Section 22.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements.

Section 22.2. The parties knowledge 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 22.3. 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 this Agreement, are hereby superseded.

Section 22.4. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**ARTICLE 23
RIGHT TO SUB-CONTRACT**

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. Any subcontracting in excess of six (6) months duration would require an evaluation of the job by the Employer with the intent of making the affected position a fulltime position. Intermittent employment will not nullify this requirement.

**ARTICLE 24
WAGES AND SERVICE CREDIT**

Section 24.1 For 2018 and 2019 wages will be paid in accordance with Appendix A-1 attached.

Section 24.2 Effective January 1, 2018, clerical union employees who began employment with the City as an employee after December 31, 2013 shall receive length of service credit for previous experience in a same or similar position for the sole purpose of placement on the Employer's wage schedule as follows:

<u>Previous Experience</u>	<u>Length of Service Credit</u>
Less than 5 years	0
5 through 9 years	1 year (Step 2)
10 or more years	2 years (Step 3)

The employee will progress through the wages steps on Appendix A-1 based on where the employee is initially placed with respect to the length of service credit. Longevity pay is based solely on the number of years employed with the City of Grand Rapids.

Section 24.3 Employees shall receive a lump sum on the second full payroll of the year in the following amounts: 2023 - \$300.00, 2024 - \$600.00, and 2025 - \$900.00.

**ARTICLE 25
DURATION OF AGREEMENT**

Except as otherwise provided, this Agreement will continue in effect and in force from January 1, 2023 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 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: _____
Dan Revier, Area Bus. Rep.

Date: _____

Date: _____

APPENDIX A
UNION RECOGNITION – JOB CLASSIFICATION REPRESENTED

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

Accountant (Finance)
Payroll Clerk/Human Resources Technician (Finance)
Accounting Technician/Accounts Payable (Finance)
City Clerk (Administration)
Administrative Assistant (Administration)
Administrative Assistant/Permit Technician (Community Development)
Administrative Assistant (Police)
Administrative Assistant/Communication Specialist (Police)
Administrative Assistant (Public Works)
Community Service Officer (Police)
GIS Technician (Engineering)
GIS Coordinator (Engineering)
Part-time Records Technician (Transcriptionist) (Police Department)
Public Works/Engineering Technician

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 A-1

CLERICAL UNION									
RATES OF PAY									
CONTRACT 2023-2025									
	Cola	Step 1	Step 2	Step 3	Step 4	Step 5	LONGEVITY**		
							15 Yrs	20 Years	25 Years
Effective 1/1/2023	1.00	0-1 Year	1 Year	2 Years	3 Years	4 Years	0.25	0.50	0.75
Class 1		\$ 20.74	\$ 21.87	\$ 23.10	\$ 24.32	\$ 25.55	\$ 25.80	\$ 26.05	\$ 26.30
Class 2		21.62	22.91	24.18	25.46	26.74	26.99	27.24	27.49
Class 3		22.11	23.43	24.76	26.07	27.39	27.64	27.89	28.14
Class 4		23.28	24.68	26.06	27.46	28.85	29.10	29.35	29.60
Class 5		26.18	27.75	29.33	30.90	32.47	32.72	32.97	33.22
Class 6		29.07	30.82	32.58	34.33	36.09	36.34	36.59	36.84
Class 7		31.42	33.10	35.09	37.08	39.08	39.33	39.58	39.83
Effective 1/1/2024	1.00						0.25	0.50	0.75
Class 1		\$ 21.74	\$ 22.87	\$ 24.10	\$ 25.32	\$ 26.55	\$ 26.80	\$ 27.05	\$ 27.30
Class 2		22.62	23.91	25.18	26.46	27.74	27.99	28.24	28.49
Class 3		23.11	24.43	25.76	27.07	28.39	28.64	28.89	29.14
Class 4		24.28	25.68	27.06	28.46	29.85	30.10	30.35	30.60
Class 5		27.18	28.75	30.33	31.90	33.47	33.72	33.97	34.22
Class 6		30.07	31.82	33.58	35.33	37.09	37.34	37.59	37.84
Class 7		32.42	34.10	36.09	38.08	40.08	40.33	40.58	40.83
Effective 1/1/2025	1.00						0.25	0.50	0.75
Class 1		\$ 22.74	\$ 23.87	\$ 25.10	\$ 26.32	\$ 27.55	\$ 27.80	\$ 28.05	\$ 28.30
Class 2		23.62	24.91	26.18	27.46	28.74	28.99	29.24	29.49
Class 3		24.11	25.43	26.76	28.07	29.39	29.64	29.89	30.14
Class 4		25.28	26.68	28.06	29.46	30.85	31.10	31.35	31.60
Class 5		28.18	29.75	31.33	32.90	34.47	34.72	34.97	35.22
Class 6		31.07	32.82	34.58	36.33	38.09	38.34	38.59	38.84
Class 7		33.42	35.10	37.09	39.08	41.08	41.33	41.58	41.83

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

The above rates of pay are based on dollars per hour.

The following positions are contained in each referenced Class:

Class 1: None

Class 2: Part-time Records Technician (Transcriptionist) (Police Department)

Class 3: Accounting Technician/Accounts Payable (Finance), Payroll Clerk/Human Resources Technician (Finance),
Administrative Assistants: 2 - Police Department, 1 - Public Works, 1 - Administration,
Community Service Officer (Police Department) and GIS Technician (Engineering)

Class 4: City Clerk (Administration),

Administrative Assistant/Permit Technician (Community Development)

Class 5: Public Works/Engineering Technician

Class 6: Accountant (Finance)

Class 7: GIS Coordinator (Engineering)

APPENDIX B
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 full-time and permanent part-time employees 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 Employee's Health Care Savings Plan (HCSP) 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 2023, 2024, 2025. The Employer contribution to the HCSP 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 may be opened up 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. This Section 5 applies to the coverages in Appendix B and Appendix C.

APPENDIX C
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 Retired 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 that 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 Appendix C are terminated.

Section 5. In the event the City of Grand Rapids submits the coverage as contained in Appendix B for the purpose of obtaining competitive bidding, it is understood and agreed that the bid specification 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.