

Employer
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LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL NO. 65

January 1, 2022– December 31, 2024

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LABOR AGREEMENT
BETWEEN
THE CITY OF MARSHALL
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
MINNESOTA COUNCIL NO. 65

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into as of January 1, 2022 between the City of Marshall, hereinafter called the EMPLOYER, and American Federation of State, County and Municipal Employees, Council No. 65 (AFSCME), Local Union No. 1687 H AFC-CIO hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and or application; and
- 1.2 Place in written form the parties' agreement on terms and conditions of employment for the duration of this AGREEMENT.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes for all employees defined in Bureau of Mediation Services Case No. 98-PCE-1014 dated March 3, 1998.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination. The parties agree that limited term, temporary, and intermittent/casual employees are excluded from the bargaining unit.
- 2.3 The EMPLOYER shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which conflicts with the specific written terms or conditions of this Agreement.

ARTICLE 3 - DEFINITIONS

- 3.1 UNION: American Federation of State, County and Municipal Employees, Council No. 65, Local Union No. 1687 H AFL-CIO.
- 3.2 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council No. 65, Local Union No. 1687 H AFL-CIO.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The City of Marshall.

- 3.5 UNION STEWARD: The Steward elected or appointed by the UNION.
- 3.6 OVERTIME: Overtime work is hours worked in addition to the established schedule, over eight (8) hours worked per day or the normally scheduled work day (i.e., 10-hour shift) and may only be performed with the approval of the EMPLOYER.
- 3.7 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- a) Full-time employee
 - b) Part-time employee - a designated work period
- 3.8 FULL-TIME EMPLOYEE: An Employee who is regularly scheduled to work forty (40) hours per week.
- 3.9 PART-TIME EMPLOYEE: An Employee who is scheduled to work less than forty (40) hours per week.
- 3.10 BUSINESS DAYS: the term "business days" in clause 6.4 shall mean the days of Monday through Friday and excludes designated holidays identified in the City Personnel Policy manual.

ARTICLE 4 - EMPLOYER AUTHORITY

- 4.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, to hire, promote, transfer, and assign the Employees; to make and enforce reasonable rules and regulations; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with terms described in this Agreement to the extent practicable; to lay off Employee(s); to assign duties, tasks, jobs, hours, and shifts to Employee(s); to perform any inherent managerial functions set forth in the Public Employment labor Relations Act, as amended, hereinafter referred to as PELRA; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 4.2 Any term and condition of employment not specifically established or modified by the AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 4.3 The forgoing enumeration of the Employer's authority shall not be deemed to exclude 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.
- 4.4 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any right, prerogative, or function in a particular way shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- 4.5 The parties recognize that all Employee's covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws.

ARTICLE 5 - UNION SECURITY

- 5.1 The EMPLOYER shall deduct an amount sufficient to provide payment of regular dues and/or other UNION approved deductions, established by the UNION, from the wage of an employee who authorizes such a deduction, in writing, on a form provided by the UNION. The deduction of dues shall commence on the first day of the month following presentation of the signed form.

The EMPLOYER shall remit such deductions to AFSCME Council 65 (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made, either electronically transmitted or sent by U.S. mail; and

The UNION shall provide the formula to calculate the actual dues deduction to the Employer and is willing to provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments in Excel format or via U.S. mail.

- 5.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate. The EMPLOYER agrees to inform the UNION in writing within ten (10) days of employment of the name, classification, and home address of each new employee.
- 5.3 The EMPLOYER shall make space available on the employee bulletin board for posting UNION notices and announcements and to make space available for UNION meetings whenever practicable.
- 5.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this ARTICLE.

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 6.1 Definition of a Grievance:

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

- 6.2 Union Representatives:

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated as provided by Sect. 5.2 of this AGREEMENT.

- 6.3 Processing of a Grievance:

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided that the employee and the UNION representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

6.4 Procedure:

Grievances, as defined by Section 6.1, 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 twenty-one (21) business days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER Step 1 designated representative (Division Director) will discuss and give an answer to such Step 1 grievance within ten (10) business days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) business days after the EMPLOYER designated representatives final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) business days shall be considered waived.

Step 2

If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative (City Administrator). The EMPLOYER designated representative shall give the UNION the EMPLOYER's Step 2 answer in writing within ten (10) business days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) business days following the EMPLOYER designated representatives final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) business days shall be considered waived.

Step 3

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

Step 4

If appealed, the written grievance may be submitted to mediation by the UNION through the State Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) business days following mediation.

Step 5

A grievance unresolved in Step 4 and appealed to Step 5 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made consistent with the rules established by the Bureau of Mediation Services.

6.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying, or varying in any way, the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented. If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver:

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at the 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 the UNION in each step.

6.7 Class action grievances are not permitted pursuant to this collective bargaining agreement. Grievances must personally affect the named grievant(s).

6.8 Choice of Remedy:

If the event giving rise to a grievance is appealed to or challenged in any procedure other than the grievance procedure in this Article, at any time, the grievance is no longer subject to this grievance procedure nor arbitration under such procedure.

ARTICLE 7 - SAVINGS CLAUSE

In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree, no appeal is made within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 8 – PROBATION

- 8.1 All employees who are original hires, or rehires following separation, shall serve a probationary period of six (6) months of active work (which does not include time spent on a leave of absence except as may be required by law). Part-time employees, who are original hires, or rehires following separation, shall serve a probationary period of 1,040 hours of compensated service excluding overtime.
- 8.2 During the six-month probationary period a newly hired or rehired employee may be disciplined or discharged at the sole discretion of the EMPLOYER without just cause being required or such discipline or discharge being subject to Article 6 (Grievance Procedure) of this Agreement. During the probationary period a promoted or reassigned employee may be replaced in his previous position at the sole discretion of the EMPLOYER.
- 8.3 Eligible employees shall, during the probationary period, accumulate paid leave as provided by Article 16-Vacation and Article 17-Sick Leave. Leaves of absence shall not be permitted during the probationary period, except as required by law.

ARTICLE 9 - SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the EMPLOYER. Job Classification seniority is determined by an employee's length of service in any classification covered by this Agreement. Seniority shall terminate when an employee is separated from employment.
- 9.2 Senior employees will be given preference with regard to changes in job classification through transfer, assignment and promotion in the bargaining unit when the job-relevant qualifications of employees are equal.
- 9.3 Employees will be laid off by job classification seniority. Employees will be given two (2) weeks advance notice of layoff. Employees on layoff will have recall rights for 24 months after layoff. No employees will be hired in any job classification in which employees are laid off who have recall rights.
- 9.4 Part-time employees will accumulate seniority on a pro-rata basis.

ARTICLE 10 - DISCIPLINE

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - a) Oral reprimand;

- b) Written reprimand;
 - c) Suspension;
 - d) Demotion; and
 - e) Discharge.
- 10.2 Suspensions, demotions, and discharges will be in written form. Employees shall receive a copy of written reprimands, suspensions, demotions, or discharges. The UNION shall receive a copy of suspensions, demotions, or discharges.
- 10.3 Written reprimands, notices of suspension, demotions, and discharge shall become part of an employee's personnel file. Written reprimands, notices of suspension, and demotions shall be read and acknowledged by signature of the employee.
- 10.4 Employees may examine and duplicate at their own expense their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 10.5 An employee will not be questioned when the information obtained through such questioning may subject the employee to disciplinary action unless the employee has been given an opportunity to have an attorney or union representative present at such questioning.
- 10.6 Grievances relating to this ARTICLE shall be initiated by the UNION in Step 3 of the grievance procedure under ARTICLE VI.

ARTICLE 11 – OVERTIME/COMPENSATORY TIME

- 11.1 Overtime work is hours worked in addition to the established schedule, over eight (8) hours worked per day or the normally scheduled work day (i.e., 10-hour shift) and may only be performed with EMPLOYER approval. Vacation, sick leave, paid holidays, compensatory time, and other types of leave do not count toward "hours worked." All authorized overtime for eligible employees shall be compensated at 1.5 times the employee's regular base rate times the number of hours worked or taken as compensatory time off.
- Employees will be compensated for overtime over eight (8) hours worked per day or their normally scheduled work day (i.e., 10-hour shift); except upon employee request and EMPLOYER approval, additional hours worked over eight (8) hours per day, or hours worked over the employee's normally scheduled work day (i.e., 10-hour shift), may be paid as regular time as long as the hours worked do not exceed 40 hours worked per week. Overtime will be compensated for any authorized time worked over 40 hours during a normal work week. Employees must obtain EMPLOYER approval for overtime hours in advance of the time worked.
- 11.2 Overtime will be distributed as equally as practicable.
- 11.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.4 Overtime will be calculated to the nearest fifteen (15) minute.
- 11.5 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.

- 11.6 An employee called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a scheduled shift is not a call back.
- 11.7 Compensatory time may be granted to an employee in lieu of overtime pay at the mutual agreement of the employee and supervisor, provided that such compensatory time earned does not exceed a total accumulation of 60 hours. Once an employee has accrued 60 hours of compensatory time, all further overtime will be paid. The maximum accrual carry-over shall be limited to 45 hours of compensatory time. Any compensatory time above 45 hours shall be paid out on the last pay date of the calendar year.

Employees may request and use compensatory time off in the same manner as other leave requests. All compensatory time will be marked as such on official timesheets, both when it is earned and when it is used. The Human Resource Department will maintain compensatory time records. All compensatory time accrued will be paid when the employee leaves City employment at the hourly pay rate the employee is earning at that time.

ARTICLE 12—SHIFT DIFFERENTIAL

Effective January 1, 2022, a shift differential of fifty cents (\$0.50) per hour shall be paid to Red Baron Arena & Expo Maintenance Technicians for hours worked between 5:00 p.m. and 12:00 a.m.

ARTICLE 13 – STAND-BY

- 13.1 The EMPLOYER maintains the right to make stand-by assignments per Article 4.1 of this agreement.
- 13.2 The EMPLOYER shall make stand-by assignments for qualified personnel. The positions eligible for stand-by assignments are: Wastewater Treatment Plant Operator I, Wastewater Treatment Plant Operator II, Wastewater Treatment Senior Maintenance Operator, and Wastewater Treatment Maintenance Operator.
- 13.3 The EMPLOYEE on stand-by assignment shall be compensated at a flat rate of \$24.00 per day, a 24-hour period beginning at 8:00 a.m. or other time as assigned, and will remain at that amount during the term of this Agreement.
- 13.4 The EMPLOYEE on stand-by assignment shall carry a cellular phone at all times and be available to report within 30-minutes to call-up orders. Assigned EMPLOYEES who fail to respond to call-up orders within 30-minutes may be subject to disciplinary proceedings and forfeiture of stand-by pay.
- 13.5 In addition to stand-by pay, when an EMPLOYEE is required to correct problems off-site through the plant monitoring system, the EMPLOYEE shall be compensated for actual time spent in accordance with his/her current wage rate and pay practices or additional compensation as provided in Article 11.1. Compensation for a call-back to the treatment facility for an EMPLOYEE on stand-by shall be paid in accordance with Article 11.6.
- 13.6 EMPLOYEES on stand-by assignment shall maintain a suitable fitness for duty in accordance with City Policies.

ARTICLE 14- INSURANCE

The EMPLOYER will contribute for each full-time employee for single group insurance the same amount the City contributes for other non-organized City employees in 2022, 2023 and 2024.

The EMPLOYER will contribute for each full-time employee for group insurance, including dependent coverage the same amount the City contributes for other non-organized City employees in 2022, 2023 and 2024.

The EMPLOYER agrees to establish an insurance committee on which the UNION shall have no less than one representative and no more than three representatives.

ARTICLE 15 - NON-DISCRIMINATION

Neither the EMPLOYER nor the UNION will discriminate against any employee on any basis prohibited by law.

ARTICLE 16- PART-TIME EMPLOYEE BENEFITS

Part-time employees who have completed the required one-year probationary period and who are regularly scheduled to work thirty hours or more per week shall receive pro-rata benefits under this Agreement.

ARTICLE 17 - VACATION

17.1 Full-time employees shall earn vacation at the following rates.

Years of Service	Hours per Year of Service
0 to 5 years	80 hours (10 days)
5 to 10 years	120 hours (15 days)
10 to 15 years	144 hours (18 days)
15 to 20 years	160 hours (20 days)
20+ years	200 hours (25 days)

17.2 An employee terminating employment prior to six months of service shall not receive vacation pay on termination. An employee terminating service after six months of service shall receive accumulated vacation pay provided the employee was not terminated for cause.

17.3 Vacation time must be arranged and approved by the EMPLOYER-designated representative. Employees will be provided an opportunity to select vacation time periods in so far as practicable. Employees may not accumulate more than two (2) times their allowed annual vacation earnings.

ARTICLE 18 - SICK LEAVE

18.1 Full-time employees shall earn sick leave at the rate of eight (8) hours per month on paid status and be allowed to accumulate up to a maximum of 960 hours of sick leave. After

960 hours of accumulation full-time employees shall earn four (4) hours of sick leave for each month on paid status. Full-time employees hired after January 1, 2001 will be limited to a maximum accumulation of one thousand two hundred (1,200) hours of sick leave.

- 18.2 For the purpose of accruing sick leave only, employees with a date of hire that is on or before the 5th of the month shall be considered to have started employment on the first day of that month. Employees with a date of hire between the 6th and the 21st of the month will receive 4 hours sick leave for that month. Employees with a date of hire on or after the 22nd of the month shall be considered to have started employment on the first of the month following the date of hire.
- 18.3 To be eligible to receive sick leave benefits employees must notify the EMPLOYER-designated representative at least one hour prior to the start of their scheduled shift unless unusual circumstances prevent the employee from such prior notification. Employees may use sick leave benefits for an absence due to illness or injury. Sick leave may be granted when the employee is unable to perform work duties due to illness, injury, or disability, the necessity for medical, dental, chiropractic, or psychological care, for child birth or pregnancy disability, maternity or paternity leave, or exposure to contagious disease where such exposure may endanger the health of others. Accrued sick leave benefits may also be used for absences due to an illness or injury to the employee's child, adult child, sibling, spouse, parent, mother-in-law, father-in-law, stepparent, grandchild, and grandparent in accordance with Minnesota law (Section 181.9413). For the purposes of this clause, "child" means a stepchild, biological, adopted, or foster child, either under 18 years of age, or under 20 and still attending secondary school.

An employee may utilize accrued sick leave for "safety leave" for reasonable absences for themselves or the following relatives; the employee's: child/adult child, spouse, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent. Safety leave is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking. Safety leave will be granted in accordance with Minnesota law.

An Employee's use of accrued sick leave or safety leave benefits for the Employee's adult child, sibling, parent, stepparent, mother/father-in-law, grandchild, and grandparent are limited to 160 hours of combined time per calendar year (January to December).

- 18.4 Employees may use sick leave when disabled and unable to perform the duties of their position and as required by law. Employees injured in the line of duty and eligible for workers' compensation benefits shall receive sick leave benefits to the extent of their accrued sick leave to supplement their workers' compensation benefits to equal their normal compensation. The employee's sick leave bank will be charged for the amount of the supplemental payments.
- 18.5 On termination, except for just cause, employees or their estate shall receive payment for unused sick leave at the following rates:
 - a. after five years of service 20% of unused sick leave
 - b. after ten years of service 30% of unused sick leave
 - c. after fifteen years of service 40% of unused sick leave
 - d. after twenty years of service 50% of unused sick leave

ARTICLE 19- SEVERANCE PAY

- 19.1 Following 20 years of service with the City, employees (or their estate) are eligible for severance pay if:
- a) the employee terminates employment in good standing with the City; or
 - b) the employee becomes disabled to the extent that he/she can no longer work for the City; or
 - c) in the event of the death of the employee.

The employee or his/her estate will receive one (1) month's current salary plus 3% of the monthly salary for each year of service above 20 years to a maximum of 150% of the monthly salary (applicable taxes will be withheld).

- 19.2 Employees that are terminated from the City due to disciplinary action are not eligible to receive severance pay.
- 19.3 Employees hired after January 1, 2016 are not eligible for Severance Pay.

ARTICLE 20- HOLIDAYS

- 20.1 The following legal holidays are observed as paid holidays for all full-time employees:

New Year's Day	(January 1)
Martin Luther King Day	(Third Monday in January)
President's Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veterans' Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)

- 20.2 In addition to the above specific legal holidays, eligible Employees will be granted two 8-hour floating holidays. Floating holidays must be approved by the appropriate supervisor, and should be requested by the employee at least one (1) week in advance of the day requested off. Floating holidays may not be carried into the next fiscal year. Floating holidays are earned on a pro-rated basis over the following 12 months; therefore, if an employee leaves City employment prior to the time the floating holiday has been earned, the final paycheck will be adjusted accordingly.
- 20.3 Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter. For purposes of calculating the specified holidays and floating holidays, each holiday is calculated in terms of eight (8) hours for a total of 72 hours of legal holiday and 16 hours of floating holiday.
- 20.4 When a specified holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for City operations/facilities that are closed on holidays.
- 20.5 For employees at the wastewater facility on rotating shift schedules who are scheduled to work on a holiday, clause 20.4 shall not apply. For all other employees on rotating shift schedules who are not scheduled to work on the holiday, clause 20.4 shall apply. If a

holiday falls on an employee's regularly scheduled day off, the employee shall be entitled to eight (8) hours of time off scheduled duty with the approval of the employee's designated supervisor within thirty (30) days of the holiday at the employee's regular hourly rate of pay. When an employee is scheduled to work on a holiday, or when an employee's services are required for an emergency or an essential public service on a holiday, the employee shall be entitled to pay at one and one-half (1-1/2) times the regular rate, plus-eight (8) hours regular rate holiday pay.

20.6 On the fourth Thursday in November (Thanksgiving Day), December 25th (Christmas Day), and January 1st (New Year's Day), an employee who is directed to work a non-scheduled shift, or directed to work outside of their regularly scheduled shift on the holiday, shall be paid two times the employee's regular rate of pay for hours worked, plus eight (8) hours regular rate holiday pay. This language does not apply to the hours an employee is scheduled to work on these dates (fourth Thursday in November, December 25th or January 1st).

20.7 An employee on an unpaid leave of absence is not eligible for holiday pay.

ARTICLE 21- JURY DUTY

Employees required to serve on jury duty will be compensated the difference between the employee's regular rate of pay and the amount paid for jury duty less mileage.

ARTICLE 22 - LEAVES OF ABSENCE

22.1 Employees will be provided leaves of absence with and/or without pay as required by law. On request, an employee may be granted an unpaid leave of absence by the EMPLOYER.

22.2 Employees may be provided with a paid personal leave of absence at the discretion of the EMPLOYER to a maximum of twelve (12) hours per calendar year.

ARTICLE 23- FUNERAL/BEREAVEMENT LEAVE

In case of death in an employee's immediate family, as well as brothers, sisters, brothers and sisters-in-law, son/daughter-in-law, mother, father, parents-in-law, grandchildren, grandparents, and grandparents-in-law, the employee's supervisor may authorize a maximum of three (3) consecutive working days with pay for each emergency, as funeral leave. Funeral leave may not exceed forty (40) hours per year and may not be carried over to the following year.

ARTICLE 24- CLOTHING

Eligible full-time employees listed by job classification in Appendix A shall be provided with a clothing allowance of three hundred seventy five (\$375.00) per calendar year by reimbursement for the purchase of all work clothing as authorized by the EMPLOYER.

The EMPLOYER shall reimburse each Employee up to \$200.00 per calendar year towards the purchase of work boots if protective footwear is required by the employee's job duties.

ARTICLE 25- WORK SCHEDULES

The sole authority for work schedules is the EMPLOYER. The normal work year for full-time employees will be the number of Monday through Friday days in a calendar year times eight (8) hours and shall be accounted for by each employee through:

- a.) hours worked on assigned shifts,
- b.) assigned training hours; and
- c.) authorized paid leave time.

ARTICLE 26—SEPARATION FROM EMPLOYMENT

An employee terminating service after six (6) months of service shall be entitled to a payout of his/her accrued value of unused vacation, sick, and severance benefits in accordance with this AGREEMENT and City Personnel Policies, provided the employee was not terminated for cause, and the employee resigned or retired in good standing.

Employees who leave City service not in good standing shall not be eligible for vacation, sick, or severance benefits, pro-rated personal time or floating holiday benefits, or rehire eligibility.

ARTICLE 27— JOB POSTINGS

Job vacancies which the EMPLOYER intends to fill within the designated bargaining unit will be posted for five (5) working days prior to the permanent filling of such vacancies.

ARTICLE 28— WAIVER

- 28.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 28.2 The parties mutually 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 term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.


ARTICLE 29- DURATION

This AGREEMENT shall be effective as of January 1, 2022 and shall remain in full force and effect until December 31, 2024.

In witness whereof, the parties hereto have executed this AGREEMENT on the latest date affixed to the signatures hereto.

FOR THE CITY OF MARSHALL

FOR AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 65, LOCAL UNION NO. 1678 H
AFL-CIO



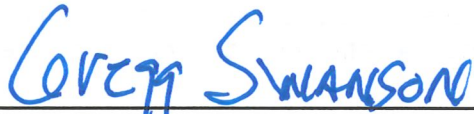
Robert J. Byrnes
Mayor



Eric Austin
Business Agent



City Clerk



Corey Swanson
Union President

7-28-22

Date

7/27/2022

Date

**APPENDIX A
WAGE SCHEDULE**

Implementation of the new A-J pay structure in accordance with the following:

- Retroactive to 12/20/2021, placement of employees onto the new pay structure, onto the step closest to the employee's base pay rate as of 12/31/2021, that would result in an increase in pay.
- Step movement on employee anniversary date with satisfactory performance evaluation.
- Employees shall not exceed the salary range maximum.

12/31/2021 New Pay Structure

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Senior Engineering Specialist	30.93	31.95	32.97	33.99	35.01	36.03	37.31	38.59	39.86	41.14
Plans Examiner / Asst Zoning Adm	30.93	31.95	32.97	33.99	35.01	36.03	37.31	38.59	39.86	41.14
Building Services Coordinator	28.33	29.26	30.20	31.13	32.07	33.00	34.17	35.34	36.51	37.68
Lead Maintenance Worker	28.33	29.26	30.20	31.13	32.07	33.00	34.17	35.34	36.51	37.68
Engineering Specialist	28.33	29.26	30.20	31.13	32.07	33.00	34.17	35.34	36.51	37.68
Building Inspector II	26.16	27.02	27.89	28.75	29.61	30.48	31.56	32.64	33.72	34.79
Maintenance Technician (RBA&E)	26.16	27.02	27.89	28.75	29.61	30.48	31.56	32.64	33.72	34.79
Mechanic	26.16	27.02	27.89	28.75	29.61	30.48	31.56	32.64	33.72	34.79
WW Technical Operator	26.16	27.02	27.89	28.75	29.61	30.48	31.56	32.64	33.72	34.79
WW Senior Maintenance Operator	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
WW Lab Specialist	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
WW Plant Operator II	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
Senior Maintenance Worker	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
Building Inspector I	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
Engineering Technician	24.43	25.24	26.04	26.85	27.65	28.46	29.47	30.48	31.48	32.49
WW Maintenance Operator	22.70	23.45	24.20	24.95	25.69	26.44	27.38	28.32	29.25	30.19
WW Plant Operator I	22.70	23.45	24.20	24.95	25.69	26.44	27.38	28.32	29.25	30.19
Maintenance Worker	22.70	23.45	24.20	24.95	25.69	26.44	27.38	28.32	29.25	30.19

2022 2% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Senior Engineering Specialist	31.55	32.59	33.63	34.67	35.71	36.75	38.06	39.36	40.66	41.96
Plans Examiner / Asst Zoning Adm	31.55	32.59	33.63	34.67	35.71	36.75	38.06	39.36	40.66	41.96
Building Services Coordinator	28.90	29.85	30.80	31.75	32.71	33.66	34.85	36.05	37.24	38.43
Lead Maintenance Worker	28.90	29.85	30.80	31.75	32.71	33.66	34.85	36.05	37.24	38.43
Engineering Specialist	28.90	29.85	30.80	31.75	32.71	33.66	34.85	36.05	37.24	38.43
Building Inspector II	26.68	27.56	28.45	29.33	30.20	31.09	32.19	33.29	34.39	35.49
Maintenance Technician (RBA&E)	26.68	27.56	28.45	29.33	30.20	31.09	32.19	33.29	34.39	35.49
Mechanic	26.68	27.56	28.45	29.33	30.20	31.09	32.19	33.29	34.39	35.49
WW Technical Operator	26.68	27.56	28.45	29.33	30.20	31.09	32.19	33.29	34.39	35.49
WW Senior Maintenance Operator	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
WW Lab Specialist	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
WW Plant Operator I	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
Senior Maintenance Worker	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
Building Inspector I	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
Engineering Technician	24.92	25.74	26.56	27.39	28.20	29.03	30.06	31.09	32.11	33.14
WW Maintenance Operator	23.15	23.92	24.68	25.45	26.20	26.97	27.93	28.89	29.84	30.79
WW Plant Operator I	23.15	23.92	24.68	25.45	26.20	26.97	27.93	28.89	29.84	30.79
Maintenance Worker	23.15	23.92	24.68	25.45	26.20	26.97	27.93	28.89	29.84	30.79

2023 3% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Senior Engineering Specialist	32.50	33.57	34.64	35.71	36.78	37.85	39.20	40.54	41.88	43.22
Plans Examiner / Asst Zoning Adm	32.50	33.57	34.64	35.71	36.78	37.85	39.20	40.54	41.88	43.22
Building Services Coordinator	29.77	30.75	31.72	32.70	33.69	34.67	35.90	37.13	38.36	39.58
Lead Maintenance Worker	29.77	30.75	31.72	32.70	33.69	34.67	35.90	37.13	38.36	39.58
Engineering Specialist	29.77	30.75	31.72	32.70	33.69	34.67	35.90	37.13	38.36	39.58
Building Inspector II	27.48	28.39	29.30	30.21	31.11	32.02	33.16	34.29	35.42	36.55
Maintenance Technician (RBA&E)	27.48	28.39	29.30	30.21	31.11	32.02	33.16	34.29	35.42	36.55
Mechanic	27.48	28.39	29.30	30.21	31.11	32.02	33.16	34.29	35.42	36.55
WW Technical Operator	27.48	28.39	29.30	30.21	31.11	32.02	33.16	34.29	35.42	36.55
WW Senior Maintenance Operator	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13
WW Lab Specialist	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13
WW Plant Operator II	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13

Senior Maintenance Worker	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13
Building Inspector I	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13
Engineering Technician	25.67	26.51	27.36	28.21	29.05	29.90	30.96	32.02	33.07	34.13
WW Maintenance Operator	23.84	24.64	25.42	26.21	26.99	27.78	28.77	29.76	30.74	31.71
WW Plant Operator I	23.84	24.64	25.42	26.21	26.99	27.78	28.77	29.76	30.74	31.71
Maintenance Worker	23.84	24.64	25.42	26.21	26.99	27.78	28.77	29.76	30.74	31.71

2024 3% General Wage Increase

	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Senior Engineering Specialist	33.48	34.58	35.68	36.78	37.88	38.99	40.38	41.76	43.14	44.52
Plans Examiner / Asst Zoning Adm	33.48	34.58	35.68	36.78	37.88	38.99	40.38	41.76	43.14	44.52
Building Services Coordinator	30.66	31.67	32.67	33.68	34.70	35.71	36.98	38.24	39.51	40.77
Lead Maintenance Worker	30.66	31.67	32.67	33.68	34.70	35.71	36.98	38.24	39.51	40.77
Engineering Specialist	30.66	31.67	32.67	33.68	34.70	35.71	36.98	38.24	39.51	40.77
Building Inspector II	28.30	29.24	30.18	31.12	32.04	32.98	34.15	35.32	36.48	37.65
Maintenance Technician (RBA&E)	28.30	29.24	30.18	31.12	32.04	32.98	34.15	35.32	36.48	37.65
Mechanic	28.30	29.24	30.18	31.12	32.04	32.98	34.15	35.32	36.48	37.65
WW Technical Operator	28.30	29.24	30.18	31.12	32.04	32.98	34.15	35.32	36.48	37.65
WW Senior Maintenance Operator	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
WW Lab Specialist	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
WW Plant Operator II	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
Senior Maintenance Worker	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
Building Inspector I	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
Engineering Technician	26.44	27.31	28.18	29.06	29.92	30.80	31.89	32.98	34.06	35.15
WW Maintenance Operator	24.56	25.38	26.18	27.00	27.80	28.61	29.63	30.65	31.66	32.66
WW Plant Operator I	24.56	25.38	26.18	27.00	27.80	28.61	29.63	30.65	31.66	32.66
Maintenance Worker	24.56	25.38	26.18	27.00	27.80	28.61	29.63	30.65	31.66	32.66

Employees shall move through the steps on their anniversary date contingent on employee's satisfactory performance. Performance evaluations shall be grievable but not arbitrable.

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The City of Marshall

and

American Federation of State, County, and Municipal Employees, Council No. 65

This is an agreement between the City of Marshall hereinafter called the "CITY" and American Federation of State, County, and Municipal Employees, Council No. 65 hereinafter called the "UNION."

I. PURPOSE & SCOPE

The purpose of this MOU is to aid in the efficient administration of general wage increases by identifying implementation dates applicable to Appendix A (Wage Schedules) of the 2022-2024 Labor Agreement.

II. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

The UNION and the CITY ratified an Agreement on July 26, 2022 providing wage schedules effective on the following dates: January 1, 2022 – December 31, 2022 and January 1, 2023 – December 31, 2023, and January 1, 2024 – December 31, 2024.

To aid in the efficient administration of the general wage increases, the UNION and the CITY agree that the pay rates established in the aforementioned Agreement will be compensated on the following schedule:

January 1, 2022 – December 31, 2022 schedule to be implemented on December 20, 2021.

January 1, 2023 – December 31, 2023 schedule to be implemented on December 19, 2022.


January 1, 2024 – December 31, 2024 schedule to be implemented on January 1, 2024.

III. EFFECTIVE DATE AND SIGNATURE


This MOU shall be effective as of July 26, 2022 and shall remain in full force and effect until December 31, 2024. In witness whereof, the parties hereto have executed this Agreement on the latest date affixed to the signatures hereto.

City of Marshall

American Federation of State, County and
Municipal Employees, Council No. 65



Mayor



Business Agent



City Clerk



Union Steward
President

Date: 7-28-22

Date: 7/27/22