

LABOR AGREEMENT  
BETWEEN

CITY OF ST. FRANCIS

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL No. 49



JANUARY 1, ~~2023~~ 2026 THROUGH DECEMBER 31, ~~2025~~ 2027

Document showing changes from prior language. Added language is underlined and prior language to be deleted is ~~interlined~~.

Note that adding the definition section will require renumbering if the union agrees to its proposed location at Article II

Draft date – December 18, 2025 by Scott Lepak, [Revised January 7, 2026 by Travis Gossard](#)

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## SCOPE OF AGREEMENT

THIS AGREEMENT, entered into by and between the City of St. Francis, hereinafter designated as the Employer and the International Union of Operating Engineers Local 49, hereinafter designated as the Union.

WITNESSETH: That whereas the parties of this Agreement desire to promote harmonious relations between the Employer and its employees and have set forth herein the rates and schedule of wages, hours of employment and other conditions of employment.

In consideration of the mutual promises and agreement herein contained, it is agreed as follows:

### ARTICLE 14 RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive bargaining representative of the EMPLOYEES of the City of St. Francis, in the unit certified by the Bureau of Mediation Services November 1, 2022, and described as:

All employees employed by the City of St. Francis, Minnesota, in the Public Works Department, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding clerical, supervisory, confidential and all other employees.

### ARTICLE 24 DEFINITIONS

UNION MEMBER: A member of the International Union of Operating Engineers, Local No. 49

EMPLOYER: The City of St. Francis

EMPLOYEE: A member of the exclusively recognized bargaining unit.

STRIKE: Concerted Action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

BASE RATE PAY: The employee's hourly pay rate exclusive of any special allowances.

SENIORITY: Employee's most recent period of continuous service with the Department.

SEVERANCE PAY: Payment made to an employee upon honorable termination of employment.

OVERTIME: Work performed at the express authorization of the Employer in excess of more than forty (40) hours within a seven (7) day period.

CALLBACK: 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 shift. An extension of or early report to an assigned

shift is not a call back.

Commented [TG1]: 12-31-25: Article addition changes OK

ARTICLE 3H  
UNION SECURITY

2.43.1 Union Dues Payroll Deductions

- A. In recognition of the Union as the exclusive representative, the Employer shall deduct an amount sufficient to provide the payment of the regular Union initiation fees and monthly membership dues uniformly established by the Union from wages of all employees who have authorized, in writing, such deduction on a form designated and furnished by the Union. The Union shall certify to the Employer, in writing, the current amount of initiation fees and regular monthly membership dues which it has uniformly established for all members. Such deductions shall be canceled by the Employer upon a written request made by the involved employee to the Union with a copy to the appropriate departmental payroll office.
- B. The Employer shall deduct union dues from each payroll period. In the event an employee covered by the provisions of this section has insufficient pay due to cover the required deduction, the Employer shall have no further obligations to effect subsequent deductions for the involved payroll period.

C. PAYROLL DEDUCTION FOR DUES.

The Employer shall, upon written authorization from the individual employee, after the date of this Agreement, deduct from the pay of such employee the regular monthly Union membership dues and remit the same to the duly authorized representative of the Union. The Union will indemnify, defend and hold the Employer harmless against any claim(s) made and against any lawsuit(s) instituted regarding payroll deductions for dues and the working dues assessment.

The Employer will, upon written notification by the individual employee, deduct from the pay of such employee the working dues assessment. These dues will be deducted at one-half of one percent (1/2%) of the Employee's base rate of pay for all hours worked ~~ten cents (\$ .10) per hour~~, not to exceed 40 hours per week. All money collected by the Employer, as provided here, shall be remitted, along with the reporting form which states the employee's name, last four digits only of social security number, hours worked, and amount of working dues owed, to Local 49's office located at 2829 Anthony Lane South, Minneapolis, Minnesota 55418, not later than the 15th day of the month following the month in which deductions were made.

Commented [TG2]: 12-31-25: Union Security edits provided

- D. The Union agrees to indemnify, defend and hold the Employer, its officers, agents and employees harmless against any and all claims, suits, orders or judgments brought or issued against the Employer, its officers, agents and employees as a result of any action taken or not taken in compliance with the specific provisions of this section or which are taken or not taken at the request of the Union.
- E. The Employer shall not enter into any agreements with the employees covered by this Agreement either individually or collectively or with any other employee

organization which in any way conflicts with the terms and provisions of this Agreement. Further, the employer shall meet and negotiate, pursue the resolution of grievances and conduct arbitration proceedings only with the properly designated representative(s) of the Union.

ARTICLE ~~4III~~  
NO STRIKE - NO LOCKOUT

- ~~3.14.1~~ The Union, its officers or agents, or any of the employees covered by this Agreement shall not cause, instigate, encourage, condone, engage in, or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment during the term of this Agreement.
- ~~3.24.2~~ The Employer agrees that neither it, its officers, agents nor representatives, individually or collectively, will authorize, institute or condone any lockout of employees during the term of this Agreement.
- ~~3.34.3~~ Any employee who violates any provision of this article may be subject to disciplinary action, including discharge.

ARTICLE ~~5IV~~  
GRIEVANCE PROCEDURE

- ~~4.4.5.1~~ This grievance procedure has been established to resolve any specific dispute arising between the employee(s) covered by this Agreement and the Employer concerning, and limited to, the proper interpretation or application of the express terms and provisions of this Agreement. An employee may also bring a grievance based on an alleged violation of the Americans with Disabilities Act. Such a dispute shall hereinafter be referred to as a grievance which shall be resolved in accordance with the provisions of the article. The Parties agree that this procedure is the sole and exclusive means of resolving all grievances arising under this Agreement. Grievances shall be resolved in the following manner:

A. Step 1 (Informal)

Any employee who believes the provisions of this Agreement have been violated may discuss the matter with his/her immediate supervisor as designated by the Employer in an effort to avoid a grievance and resolve any disputes. While employees are encouraged to utilize the provisions of this paragraph, nothing herein shall be construed as a limitation upon an employee or the employee's Union representative respecting the filing of the grievances at Step 2.

B. Step 2 (Formal)

If the grievance has not been avoided or the dispute resolved by the operation of Step 1 and the employee or the Union wishes to file a formal grievance, the

employee, or the employee's Union representative on behalf of the employee, shall file a written grievance which has been signed by the employee, with the Public Works Director or with his or her designee. The grievance must be filed within 14 regular working days of the event which gave rise to the grievance or within 14 working days of the time the employee reasonably should have knowledge of the occurrence of the event, whichever is later. At the time the grievance is served upon Public Works Director, the Union shall provide the City Administrator with an information copy thereof. It shall be the obligation of the Employer to keep the Union advised of the name and location of the City Administrator.

The Public Works Director shall respond in writing to the Union, within twenty (20) calendar days after receipt of the grievance.

C. Step 3 (Notice of Intent to Arbitrate)

If the grievance has not been resolved, the Public Works Director's response at Step 2 and the Union intends to continue to pursue the grievance, the Union shall, within twenty (20) regular working days after receipt of the Public Works Director's response, refer the grievance to arbitration by so notifying, in writing, City Administrator of its intent.

The City Administrator or his/her designee and representative of the Union shall meet within twenty (20) calendar days of the date the Union filed its Notice of Intent to Arbitrate in an attempt to resolve the grievance within seven (7) calendar days after the date of such meeting, the Union may initiate the arbitration process as provided in Step 4.

D. Step 4 (Selection of the Arbitrator)

The Parties may mutually agree upon an arbitrator to hear and decide the dispute. If, however, the parties are unable to so agree, either of them may request the Bureau of Mediation Services, State of Minnesota to provide a list of seven (7) qualified Arbitrators. The Employer and the Union shall alternately strike names from the list until only one (1) name remains, and that person shall be the selected arbitrator. The Party to strike first shall be determined by the toss of a coin. The Arbitrator shall be notified of his/her selection by either of both Parties who shall request that he/she set a time and place for the arbitration hearing, subject to the availability of the Parties.

E. Authority of the Arbitrator

The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall be limited to the only specific written grievance submitted by the Employer and the Union, and shall have no authority to make a decision on any of the issues not so submitted. The Arbitrator shall submit a written decision, opinion and award within thirty (30) calendar days, following the close of the hearing or the submission of briefs by the Parties, whichever is later, unless the Parties agree to an extension thereof. The decision opinion or award shall be based solely upon the Arbitrator's interpretation of the meaning or application to the facts of the grievance presented. The decision of the Arbitrator shall be final and binding

upon the employer, the Union and the employee it represents.

F. Arbitration Expenses

The fees and expenses of the Arbitrator shall be divided equally between the Employer and the Union provided, however, 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 record to be made provided it pays for the record and provides a copy thereof to the other Party and the Arbitrator.

G. Time Limit Waiver and Automatic Advancement

The time limits established in this article may be extended by the mutual written agreement between the Employer and the Union. If a grievance is not presented within the specified time limits, it shall be considered resolved on the basis of the last answer provided and there shall be no further appeal or review. In the event the Employer does not respond within specified time limits, the grievance may advance, at the Unions' request, to the next step.

H. Election of Remedy

When an employee has elected to pursue a remedy by state or federal statute, for alleged misconduct which may also be a violation of this Agreement, the employee shall not have simultaneous nor subsequent resort to the grievance procedure contained herein. Any grievance then or thereafter presented shall not be processed and it shall be forever waived. Further, the Union agrees that it shall not pursue additional or different remedies once a matter has been resolved by the operation of the grievance procedure contained herein.

ARTICLE ~~6~~  
MANAGEMENT RIGHTS

~~5-16.1~~ The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with existing and future laws and regulations of the appropriate authorities. The prerogatives or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

~~5-26.2~~ Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City of St. Francis in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services, and to perform such other inherent managerial function as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.

~~5.36.3~~ The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such 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.

ARTICLE ~~7~~<sup>VI</sup>  
SAVINGS CLAUSE

~~7.1~~ This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of St. Francis. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction or administrative agency from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall be continued in full force and effect. The voided provisions shall be renegotiated at the request of either party.

~~6.1~~

ARTICLE ~~8~~<sup>VII</sup>  
SICK LEAVE

~~7.18.1~~ Full-time employees are entitled to sick leave with pay at the rate of one (1) day for each calendar month of full-time service or major fraction thereof. Sick leave may be granted in units of not less than one quarter of an hour. Unused sick leave may be accumulated in the same manner and to the same extent as is provided from time to time for the nonunion employees of the City of St. Francis.

~~7.28.2~~ Sick leave may be granted to an employee not on personal leave when the employee is unable to perform work duties due to illness, disability, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties.

a. Pursuant to state law, an employee may use accrued sick leave benefits for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury except that leaves due to illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no more than 160 hours in any 12-month period.

~~b.~~ b. Pursuant to state law, an employee may also use sick leave for safety leave for such reasonable periods of time as may be necessary up to 160 hours in any 12 month period. Safety leave may be used for assistance to the employee or assistance to the relatives described above. For the purposes of this section, "safety leave" is leave for the purposes of providing or receiving assistance because of sexual assault, domestic abuse, or stalking

~~7.38.3~~ In order to be eligible for sick leave with pay, an Employee must:

~~a.1.~~ Report by 6:30 a.m. to the Public Works Director or immediate supervisor of the



reason for the absence.

~~b-ii.~~ Keep the Public Works Director informed of his/her condition, and if the absence is more than three (3) days duration, submit a medical certificate if required by the City Administrator.

~~c-iii.~~ Notice requirements where an Employee is taking Earned Sick and Safe Time Leave will follow applicable state law.

~~7.48.4~~ Using or claiming sick leave for a purpose not authorized by this Article may be cause for disciplinary action.

~~7.58.5~~ For the purpose of accumulating additional sick leave an employee using earned vacation time or sick leave is considered to be working.

~~7.68.6~~ During the six (6) month probationary period following an original appointment, an employee is not entitled to sick leave. After the end of the six (6) month probationary period, an employee is entitled to sick leave accrued from the start of the probationary period. Employees shall be entitled to accrue sick leave beginning with their 1<sup>st</sup> day of employment and can use it in accordance with the Minnesota Earned Sick and Safe Time Leave statute.

~~7.78.7~~ Temporary and part time employees are not entitled to sick leave unless they are eligible for such leave pursuant to applicable law or participating in a program such as the Workforce Innovation and Opportunity Act, or its successor, in which the benefits are administered by the program sponsoring the employee.

~~7.88.8~~ Members of the bargaining unit will be covered by the City's Earned Sick and Safe Time Leave (ESST) policy to the extent to which it does not conflict with the provisions of this Agreement.

#### ARTICLE ~~9~~<sup>IV</sup> JURY OR WITNESS DUTY

~~8.49.1~~ When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the City is a party, the employee is entitled to compensation from the City equal to the difference between his regular pay and the amount received as a juror or witness.

#### ARTICLE ~~10~~<sup>X</sup> MILITARY-LEAVE

~~9.410.1~~ **Military Leave.** Every employee to whom Minnesota Statutes, Section 192.26 or 192.261 applies is entitled to the benefits afforded by those sections subject to the conditions herein prescribed.

~~40.1~~ **Leaves of Absence.** The Council may grant any permanent employee a leave of absence without pay for a period not exceeding ninety (90) days except that it may extend such leaves to a maximum period of one (1) year in case the employee is disabled or where extraordinary circumstances, in its judgment, warrant such extension. No vacation or sick leave benefits shall accrue during a leave of absence without pay.

~~10.2~~

~~10.3~~ ~~9.3~~ Funeral leave. Employees shall be entitled to three (3) Funeral Leave days when a death occurs in their immediate family. Immediate family, for this purpose, shall be ~~is defined as it is in Minnesota State Statute 58A.02 Subd.4: Immediate family member.~~ This includes: a spouse, child, sibling, parent, grandparent, grandchild, stepparents, stepchildren, stepsiblings and adoptive relationships. ~~Parent, Spouse, Child, Sister, Brother, Grandparents, and Mother/Father-in-Law.~~ Paid Time Off beyond the general allowance set forth above will be charged against an employee's accrued sick time or vacation time.

~~9.4~~10.4 —Paid Family Medical Leave. Minnesota Paid Family and Medical leave Act. Beginning January 1<sup>st</sup>, 2026, the employer shall contribute 50% of the cost of Minnesota Paid Family and Medical Leave premiums (Statute: 268.14).

~~9.5~~ ~~Employees shall be entitled to three (3) Funeral Leave days when a death occurs in their immediate family. Immediate family, for this purpose, is defined as: Parent, Spouse, Child, Sister, Brother, Grandparents, and Mother/Father-in-Law. Paid Time Off beyond the general allowance set forth above will be charged against an employee's accrued sick time or vacation time.~~

#### ARTICLE X LEAVES OF ABSENCE

~~10.1~~ —The Council may grant any permanent employee a leave of absence without pay for a period not exceeding ninety days except that it may extend such leaves to a maximum period of one year in case the employee is disabled or where extraordinary circumstances, in its judgment, warrant such extension. No vacation or sick leave benefits shall accrue during a leave of absence without pay.

#### ARTICLE ~~11~~X CALL BACK

~~11.1~~ An Employee called in to work at a time other than the employee's normal scheduled shift will be compensated for a minimum of three (3) hours' pay at one and one-half (1.5) times the employee's base rate of pay. Early reporting or extension of regularly scheduled work shall not qualify for the call back minimum.

#### ARTICLE ~~12~~XI HOURS OF WORK

~~11.1~~12.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week. ~~The Employer reserves the right to establish work schedules without regard to usual or traditional practices.~~ The sole authority in work schedules is the employer. ~~The normal workday for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday. Regular schedules shall not be construed as excluding shift rotations and emergency work schedules based on public necessity as determined by the Employer. The Employer reserves the right to establish work~~

~~schedules.~~

**Summer Schedule:** Duration will be from the first full week in May through Labor Day. Parks and Streets normal shift during this time will be 6:30am-4:30pm, Monday through Thursday. Water & Wastewater normal shift during this time will be 6:30am-3:30pm Monday through Thursday and 6:30am-10:30am on Friday. Benefit time shall be used in the increments that pertain to the hours of the normal shift during this period. Ten (10) hours for streets and parks, nine (9) hours and four (4) hours respectively for water and wastewater.

~~12.1~~ All hours worked in excess of 40 hours in a one week work cycle shall be compensated for at the rate of time and one-half regular salary. For the purpose of this section vacation, sick leave, compensatory time, and holidays shall be considered as time worked. For the purpose of computing overtime payment for working on holidays, a work shift shall be considered on a holiday if the shift begins on the actual holiday itself. (Example: 6:00 am to 2:00 p.m., 2:00 p.m. to 10:00 p.m. and 10:00 p.m. to 6:00 am shifts.) For any Employee called in to work other than during the scheduled work shift, a minimum of two and one-half (2.5) hours overtime shall be granted at the rate of one and one-half (1 1/2) times their base rate of pay. Hours worked in excess of forty (40) hours within a seven (7) day period will be compensated for at one and one-half times (1.5x) the employee's base rate of pay. For the purpose of this section: vacation, sick leave, compensatory time and holidays shall be considered as time worked.

~~12.2~~

~~12.3~~ ~~11.3~~ Except as limited by Section ~~11.1~~ Work shifts, work breaks, staffing schedules and the assignment of Employees thereto shall be established by the Employer. Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal workday. The Employer will give seven (7) days advance notice to the employees affected by the establishment of workdays different from the employee's normal work schedule.

~~11.2~~ ~~12.4~~ The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this agreement, nor shall there be any pyramiding of premium compensation.

#### ARTICLE ~~13~~~~XII~~ HOLIDAYS

~~12.1~~ ~~13.1~~ The following calendar days and such others as the Council ~~may fix are~~ may approve will be observed as paid holidays:

New Year's Day -- January 1  
Martin Luther King -- Third Monday in January  
President's Day -- Third Monday in February  
Memorial Day -- Last Monday in May  
Juneteenth -- June 19<sup>th</sup>  
~~(Effective June 2024)~~ Independence Day --  
July 4  
Labor Day -- First Monday in September  
Columbus Day -- Second Monday in October  
Veteran's Day -- November ~~11<sup>th</sup>~~

Thanksgiving Day -- 4th Thursday in November  
Day After Thanksgiving - 4th Friday in November  
Christmas Eve —December 24 will be a full day holiday provided that it falls  
on a Monday through Thursday. Christmas Eve will not be a holiday if it falls on  
Friday through Sunday.  
Christmas Day -- December 25

~~12.2~~13.2 All full time employees in regular positions are entitled to time off with full pay on holidays. The City Hall shall be closed for business on each such holiday, but employees may be required to work on paid holidays when the nature of their duties or other conditions require. An employee required to work on a holiday shall receive two and one-half times his or her regular rate in lieu of any other holiday payment for all hours worked. All overtime worked between the hours of 12:00 a.m. and 11:59 p.m. on New Years Day, Thanksgiving Day and Christmas Day shall be compensated at two times (2x) the employees base rate of pay in addition to eight (8) hours at the employee's base rate of pay. All overtime work performed by employees between the hours of 12:00 a.m. and 11:59 p.m. on all other holidays identified in section 12.1 of this agreement shall be compensated at one and one-half times (1.5x) times the employee's base rate of pay in addition to eight (8) hours at the employee's base rate of pay.

~~12.3~~13.3 When New Year's Day, Independence Day, Veteran's Day, or Christmas Day falls on a Sunday, the following Monday is a paid holiday; and if any such holiday falls on a Saturday the preceding Friday is a holiday.

Each holiday commences at the beginning of the first shift on the day on which the holiday occurs and continues for 24 hours thereafter. Eligible employees shall receive pay for official holidays at their normal rate of pay if they are at work or on a leave of absence with pay the last regular shift to which they would have been assigned prior to the holiday and the first regular shift to which they would have been assigned following the holiday.

ARTICLE ~~14~~XIII  
VACATIONS

~~13.1~~ 14.1 Vacation time for permanent full time and part-time employees shall be earned and credited during each two week period. Employees will accrue vacation time as it states in the personnel policy.

<u>Years of Service</u>	<u>Hours of Vacation</u>	<u>Max Accumulation</u>
<u>0-2</u>	<u>80</u>	<u>120 Hours</u>
<u>2-5</u>	<u>120</u>	<u>140 Hours</u>
<u>5-10</u>	<u>160</u>	<u>180 Hours</u>
<u>10-14</u>	<u>180</u>	<u>200 Hours</u>
<u>15+</u>	<u>200</u>	<u>220 Hours</u>

Any hours over maximum accumulation amount on December 31<sup>st</sup> of each year will not be paid out and will be lost.

~~13.1~~14.2 Vacation time may be accumulated up to one and one-half (1 1/2) times the employee's annual vacation allowance. Unused time in excess of this amount will be lost. Notwithstanding the limitation on accumulation of vacation time, if an employee is unable to take vacation time before the limitation is reached, and that inability to take vacation is based upon a work related reason and not the fault of the employee, then in that case, if the employee's supervisor consents, the limitation may be exceeded without loss of vacation time so long as the employee uses the excess time as soon as practical.

~~13.2~~14.3 Vacation time may be used as earned subject to approval by the department head, council liaison or city council.

~~13.3~~14.4 Any employee leaving the municipal services in good standing after giving proper notice of such termination of employment shall be compensated for vacation time accrued and unused to the date of separation.

~~13.4~~14.5 For the purpose of accumulating additional vacation time an employee using earned compensatory time, vacation time, or sick leave is considered to be working.

~~13.5~~14.6 During the probationary period following an original appointment, an employee is not entitled to vacation leave. After the end of the probationary period, an employee is entitled to vacation time accrued from the start of the probationary employment.

~~13.6~~14.7 Temporary employees are not entitled to vacation time unless they are participating in a program such as Workforce Investment and Opportunity Act, or any applicable federal or state program in which the benefits are administered by the program sponsoring the employee.

~~13.7~~14.8 Vacation time off can be taken in one quarter hour intervals.

#### ARTICLE XIV FUNERAL LEAVE

~~14.1 Employees shall be entitled to three (3) Funeral Leave days when a death occurs in their immediate family. Immediate family, for this purpose, is defined as: Parent, Spouse, Child, Sister, Brother, Grandparents, and Mother/Father-in-Law. Paid Time Off beyond the general allowance set forth above will be charged against an employee's accrued sick time or vacation time.~~

#### ARTICLE ~~15~~XV DISCIPLINE

15.1 For the purpose of this Article, an Employee shall be any regular employee having successfully completed his or her probationary period.

15.2 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Demotion
- e. Discharge

15.3 Suspensions, demotions, or discharges will be in written form.

- 15.4 Written reprimands, notices of suspension and notices of discharge which are to become a part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees will receive a copy of such reprimands and/or notices.
- 15.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 15.6 Grievances relating to a suspension or discharge shall be initiated by the Union at Step 2 of the grievance procedure.

ARTICLE 16  
~~XVI~~ WAGE -  
RATE/BENEFITS

- 16.1 The salary and benefit adjustments will be as follows:

~~2023: Effective the first full pay period following January 1, 2023, the salary range will be increased by three (3%) and employees will receive a corresponding increase.~~

~~2024: Effective the first full pay period following January 1, 2024, the salary range will be increased by three (3%) and employees will receive a corresponding increase.~~

~~2025: Effective the first full pay period following January 1, 2025, the salary range will be increased by three (3%) and employees will receive a corresponding increase.~~

2026: Effective the first full pay period following January 1, 2026, the salary range will be increased by three (3%). In addition, there will be a one dollar (\$1.00) per hour market adjustment for Parks and Streets and a two dollar (\$2.00) per hour market adjustment for Water and Wastewater positions. Employees will receive a corresponding increase.

2027: Effective the first full pay period following January 1, 2027, the salary range will be increased by three (3%) and employees will receive a corresponding increase.

- 16.2 Employees of this department shall receive the same health and life insurance and, except as otherwise provided in this agreement, other pension and welfare benefits and dollar amount as is extended to the non-union City of St. Francis employees. In the event this amount is increased during the term of this Agreement for the City's non-union employees, the increase or additional pension or welfare benefit shall also apply to members of this bargaining unit.

- 16.3 Public Works employees who are on-call after regular work hours shall be paid one and one-half hours of pay at 1.5 times the regular rate\* for each on-call day which falls on Monday-Friday, and two hours of pay at 1.5 times the regular rate\* for each on-call day which falls on Saturday or Sunday.

\*Note: 1.5 the regular rate language is effective January 1, 2024.

- 16.4 Protective clothing -

A. Rain gear will be made available when necessary to protect workers when required to work in rain.

A.

~~The City will purchase one (1) approved pair of safety shoes each year. The employer will provide up to \$275.00 per year, per employee for the purchase of safety shoes in a calendar year. Any value higher than \$275 will be the responsibility of the employee.~~

B.

~~B.A. The City will purchase one (1) approved pair of safety shoes each year. The employer will provide up to \$275.00 per year, per employee for the purchase of safety shoes in a calendar year. Any value higher than \$275 will be the responsibility of the employee.~~

C. The employer will provide up to \$150.00 per year, per employee for clothing items not provided in Article 16 including but not limited to: work pants, gloves, cold weather gear, mud boots etc. Any value higher than \$150.00 will be the responsibility of the employee. Employee shall request appropriate PPE to meet all weather needs, including hats, gloves, bibs, rubber boots and winter boots as approved by Public Works Director.

- 16.5 Conferences. Employees required to attend conferences by the City will be compensated on the same basis as the non-union employees in the City of St. Francis for mileage, meals and hours spent in attending the conference. In the event that the conference lasts longer than eight (8) hours, the City will compensate the employee for the additional hours.

#### ARTICLE 17XVII TERMINATION OF EMPLOYMENT

- 17.1 Any employee wishing to leave the municipal service in good standing shall file with the Public Works Director, at least fourteen (14)14 calendar days before leaving, a written resignation stating the effective date of the resignation and the reason for leaving. Failure to comply with this procedure may be considered cause for denying the employee future employment by the City and denying terminal leave benefits. Unauthorized absence from work for a period of three working days may be considered by the department head as a resignation without such benefits.



- 17.2 Employees terminating employment under honorable conditions after eighteen (18) months of continuous employment shall be entitled to severance pay which shall be computed at his/her regular rate of pay at the time of severance and ~~shall amount to fifty percent (50%) of the accumulated sick leave~~ shall match the City's Personnel Policies.
- 17.3 If termination of employment is caused by death of the employee, any wages earned and not paid, any unused vacation, that part of accumulated sick leave eligible for severance benefits, and the pro-rated insurance payment will be paid to the spouse or estate of the deceased. All such payments are subject to State and Federal deductions.

ARTICLE ~~18~~XVIII  
SENIORITY

- 18.1 For the purposes of layoffs and recall, seniority is defined as an Employee's most recent period of continuous service with the Department.
- 18.2 The probationary period shall be six (6) months from the employee's date of first employment in the department. At any time during the probationary period, a newly hired or rehired Employee may be terminated at the sole discretion of the Employer and the Employee may not appeal the termination through the grievance procedure.
- 18.3 The City shall consider the layoff of Employees by classification within their departmental division in the inverse order of seniority providing the remaining Employees have the demonstrated ability and qualifications to perform the remaining work as determined by the City.
- 18.4 Employees on layoffs shall be recalled in the order of seniority, providing that those recalled have the demonstrated ability and qualifications to perform the available work as determined by the City.
- 18.5 Seniority shall terminate upon:
- Discharge.
  - Voluntary Quitting.
  - Layoff for a period of one (1) year or more.
  - Failure of the Employee to accept and report for work within seven (7) working days after written notification of his/her recall.
  - The Employee obtaining a leave of absence by false or misleading statements.

ARTICLE ~~19~~XIX  
COMPLETE AGREEMENT

- 19.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived

at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the duration of this agreement, each waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in the Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. This agreement may, however, be amended during its term by the Parties' mutual written agreement.

ARTICLE ~~20XX~~  
DURATION

The provisions of this Agreement shall become effective on January 1, ~~2023~~ 2026 and shall remain in full force and effect through December 31, ~~2025~~ 2027. It shall be automatically renewed from year to year thereafter unless either party shall 4 notify the other, in writing, no later than ninety (90) calendar days prior to the expiration of this Agreement that it desires to modify or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date.

This Agreement shall remain in full force and effect during the full period of negotiations for successor Agreement and unless or until notice of termination is provided to the other Party in the manner set forth in the following paragraph.

In the event that a successor Agreement has not been agreed upon by the expiration date set forth above, either Party may terminate this Agreement by serving written notice upon the other Party not less than ten (10) calendar days prior to the desired termination date provided in the mediation provisions of the Minnesota Public Employment Labor Relations Act have been met.

<u>THE CITY OF ST. FRANCIS</u>	<u>INTERNATIONAL UNION OF OPERATING</u>
	<u>ENGINEERS, LOCAL 49</u>
<u>(Name and Title)</u>	<u>(Name and Title)</u>
<u>Date</u>	<u>Date</u>

THE CITY OF ST. FRANCIS

~~INTERNATIONAL  
UNION OF  
OPERATING  
ENGINEERS,  
LOCAL No. 49~~

Appendix A

	Step	1	2	3	4	5	6	7	8
Streets/Parks	Current	\$ 28.57	\$ 29.61	\$ 30.63	\$ 31.63	\$ 32.64	\$ 33.66	\$ 34.69	\$ 35.71
		\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
		\$ 29.57	\$ 30.61	\$ 31.63	\$ 32.63	\$ 33.64	\$ 34.66	\$ 35.69	\$ 36.71

2026	103%	\$ 30.46	\$ 31.53	\$ 32.58	\$ 33.61	\$ 34.65	\$ 35.70	\$ 36.76	\$ 37.81
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2027	103%	\$ 31.37	\$ 32.48	\$ 33.56	\$ 34.62	\$ 35.69	\$ 36.77	\$ 37.86	\$ 38.94
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	Step	1	2	3	4	5	6	7	8
Water/Sewer	Current	\$ 30.21	\$ 31.25	\$ 32.34	\$ 33.44	\$ 34.53	\$ 35.60	\$ 36.65	\$ 37.76
		\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
		\$ 32.21	\$ 33.25	\$ 34.34	\$ 35.44	\$ 36.53	\$ 37.60	\$ 38.65	\$ 39.76

2026	103%	\$ 33.18	\$ 34.25	\$ 35.37	\$ 36.50	\$ 37.63	\$ 38.73	\$ 39.81	\$ 40.95
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2027	103%	\$ 34.18	\$ 35.28	\$ 36.43	\$ 37.60	\$ 38.76	\$ 39.89	\$ 41.00	\$ 42.18
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December 19, 2025

~~Cory Bergeson~~

Travis Gossard

International Union of Operating Engineers

Local Union No. 49

2829 Anthony Lane South

Minneapolis, MN 55418-3285

Re: City of St. Francis Public Works ~~2023—2025~~ 2026-2027 Agreement  
Letter of Understanding on potential use of IUOE, Local 49 training facility

Dear Mr. ~~Bergeson~~Gossard:

This letter will outline the parties' agreement related to the potential use of the Union training facility in or near Hinckley with the Union recognizing and agreeing that employees going to training at that facility would not be eligible for overtime pay for time spent attending those events pursuant to the terms of the collective bargaining agreement.

Please sign and date below to indicate your agreement on this issue.

For the City of St. Francis

For International Union of Operating  
Engineers Local No. 49:

**MEMORANDUM OF AGREEMENT**

**~~Between the City of St. Francis and~~**

**~~IUOE Union Local 49~~**

**~~(Juneteenth 2023)~~**

This Memorandum of Agreement is entered into between IUOE Local No. 49 the (hereafter "Union") and the City of St. Francis, MN, (hereafter "City").

~~WHEREAS~~, the City and the Union are parties to a collective bargaining agreement (hereinafter Agreement) in effect from January 1, 2023, to December 31, 2025, providing for the terms and conditions of employment for certain public works staff working for the City; and

~~WHEREAS~~, the City has approved adding the Juneteenth holiday as a paid/recognized City holiday for the general benefit-earning non-union employees of the City to be effective for the 2023 Juneteenth holiday due to the recent change in state law; and

~~WHEREAS~~, the terms of the current collective bargaining agreement provides for a paid holiday for Juneteenth effective June 2024; and

~~WHEREAS~~, the City has offered, and the Union has agreed, to add the Juneteenth holiday to the members of this bargaining unit for 2023 as noted below due to the state law change; and

~~NOW, THEREFORE~~, the parties have agreed to amend Article XTT (Holidays) to recognize Juneteenth as a holiday for 2023 only, as it is addressed in the collective bargaining agreement per its current terms effective 2024.

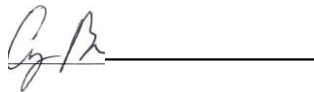
The parties agree that this Memorandum of Agreement will become effective ~~June~~, 2023, and will continue until December 31, 2023 at which time it will be of no further force or effect.

The parties recognize that this Juneteenth revision is the result of factually unique circumstances and shall not operate as a waiver of management or union rights or establish any precedent or past practice.

This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

For the City of St. Francis

For the Union



Dated 1 2 2023

Dated 5 15 2023

Union Proposed Re Organization of Articles:

Scope of Agreement  
Article 1: Recognition  
Article 2: Definitions  
Article 3: Union Security  
Article 4: Management Rights  
Article 5: No Strike/Lockout  
Article 6: Seniority  
Article 7: Savings Clause  
Article 8: Discipline  
Article 9: Grievance Procedure  
Article 10: Hours of Work  
Article 11: Call Back  
Article 12: Leaves  
Article 13: Sick Leave  
Article 14: Vacations  
Article 15: Holidays  
Article 16: Jury Duty  
Article 17: Wage Rates & Benefits  
Article 18: Termination of Employment  
Article 19: Complete Agreement  
Article 20: Duration  
Appendix A: Wage Table  
Letter of Understanding: Training Center

[4843786.1](#)