

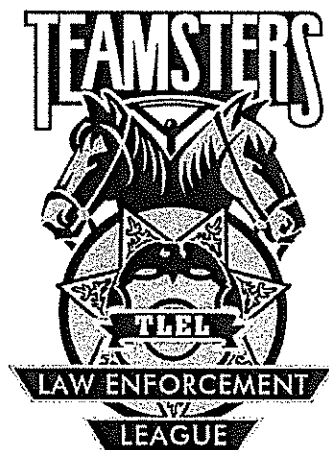
# **LABOR AGREEMENT**

between

**CITY OF FARIBAULT**

and

**MINNESOTA TEAMSTERS PUBLIC AND  
LAW ENFORCEMENT EMPLOYEES' UNION,  
LOCAL #320**



REPRESENTING  
**POLICE SUPPORT SERVICES**

**January 1, 2019 - December 31, 2021**

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## **ARTICLE 1. PURPOSE OF AGREEMENT**

This Agreement is entered into as of January 1, 2019 between the City of Faribault, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, hereinafter called the Union. It is the purpose of this Agreement 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 upon 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, Chapter 179A.03 Subd 14, for all nonessential police support services employees of the Faribault Police Division whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 working days in any calendar year (except students whose positions are temporary or seasonal and are employed for not more than 100 working days in any calendar year), excluding the Public Safety Director, Chief, and Captain as supervisory employees and further excluding confidential and essential employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

## **ARTICLE 3. DEFINITIONS**

- 3.1 Union: The Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320 (Police Support Services Unit).
- 3.2 Union Member: A member of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320 (Police Support Services Unit).
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The City of Faribault Police Department.
- 3.5 Employer or City: The City of Faribault.
- 3.6 Union Officer: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees Union, Local 320 (Police Support Services Unit).

- 3.7 Scheduled Shift: A consecutive work period including two rest breaks and a lunch break.
- 3.8 Rest Breaks: Periods during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.9 Lunch Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 Regular part-time: A regular part-time employee is defined as one that works less than 30 hours in a standard work week for an indefinite period. Such employee shall receive prorated fringe benefits and the full wage stated in the section on wages.
- 3.11 Department Director: The head of the department in which the Employee is employed.

#### **ARTICLE 4. EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement the Union will not cause, encourage, participate in or support any strike, slow-down, or other interruption of or interference with the normal functions of the Employer.

#### **ARTICLE 5. EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 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 6. UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of Employees who authorizes such a deduction, in writing, an amount necessary to cover monthly union dues, or a "fair share" deduction, as provided in Minnesota State Statute 179A if the employee elects not to become a member of the Union. Such monies shall be remitted to the Union not less than once a month and shall not be changed more than once per year.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.

- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, 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 7. EMPLOYEE GRIEVANCE PROCEDURE**

A grievance shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. A grievance may only be filed that claims that the City has not complied with the intent of this Agreement. All grievances must be filed in writing to the appropriate Department Director within fourteen calendar days from the date of the alleged infraction of the Agreement by the Employer.

##### **7.1 Definitions**

For the purpose of this article, the following definitions shall apply:

- a) A "grievance" shall mean an allegation by an employee or Union resulting in a dispute or disagreement between the employee/Union and the Employer as to the interpretation or application of terms and conditions contained in this Agreement.
- b) The term "days" means calendar days including Saturdays, Sundays and any days designated by this Agreement or by Minnesota Statutes as holidays.
- c) In "computing any period of time" prescribed or allowed by procedures herein, the date of the alleged infraction, or event giving cause for the grievance shall not be included.
- d) The day in which the "act or event giving cause" for the grievance to be filed shall be considered the day or days in which the grievance occurred or the day in which the employee filing the grievance should have been aware of the act or event.
- e) The "filing or service" of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period allowed.
- f) The Employer will recognize "union 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 Section 6.2 of this Agreement.
- g) "Reduced to writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

h) "Answer" means a written response outlining the party's position on the grievance.

## 7.2 Processing/Procedure

The Employee shall attempt to settle the dispute with their immediate supervisor immediately and upon failing to receive satisfaction shall proceed with the following grievance procedure. All grievances must be filed in writing to the appropriate Department Director within fourteen (14) calendar days from the date of the alleged infraction of the contract by the City.

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 the Union Officer 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 Officer 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 of the Employer.

### Step 1

The Employee or the Union shall file a written grievance with the appropriate Department Director. The filing of the grievance shall take place within fourteen (14) calendar days from the date of the alleged infraction. The Department Director will render a decision in writing to the Union within fourteen (14) calendar days of the receipt of the grievance. All grievances must be reduced to writing stating sections of the contract that management personnel are alleged to have violated and the action or relief sought.

### Step 2

If the Union does not wish to accept the Department Director's Answer, the Union or Employee may appeal the grievance to the City Administrator within fourteen (14) calendar days of the Department Director's response. The City Administrator shall provide a written answer to the Union within fourteen (14) calendar days of receipt of the grievance by the City Administrator or their designee.

### Step 3

If the City Administrator's Answer is not satisfactory, the Union may file a copy of the grievance and an explanation of the action sought with the designated representative (Mayor or City Administrator) of the City Council within fourteen (14) calendar days of the Union's receipt of the City Administrator's Answer. The City Council shall answer the grievance appeal within twenty-one (21) days of receipt of the grievance from the Union. If the City Council's answer is not satisfactory, the Union may institute the arbitration procedure within this contract; however, the Union must notify the City of its intent to go to arbitration within

fourteen (14) calendar days of the Union's receipt of the City Council's Answer.

### 7.3 Waiver

Subd. 1 If the Union fails to respond within time limits established in the procedure, the grievance shall be deemed settled and the City's last answer shall prevail. If the City fails to answer in accordance with the schedule in the grievance procedure, the grievance shall be deemed settled and the relief sought shall have been deemed agreed to by the City.

Subd. 2 The grievance may be withdrawn by the aggrieved person at any level in writing without prejudice.

Subd. 3 The time limits may be extended by mutual written agreement.

### 7.4 Arbitration Procedure

#### a) Purpose

Any dispute which has remained unresolved through the grievance procedure of this contract may be submitted to arbitration.

#### b) Selection

Should the Union and Employer representatives be unable to agree on an Arbitrator within fourteen (14) calendar days of the issue being submitted to arbitration, the grieving party shall request the Bureau of Mediation Services to submit a list of arbitrators. The employer and Union shall alternately strike names until one name remains and that person will be the arbitrator. A toss of the coin will be used to determine which party will strike the first name.

#### c) Arbitrator's Decision

The Arbitrator shall make its findings known simultaneously to the City and to the Union within sixty (60) calendar days from final arbitration hearing. The decision of the Arbitrator shall be final and binding on both parties.

#### d) Arbitrator's Cost

The cost of the arbitrator shall be borne equally between the City and the Union. The cost of a court reporter shall be borne by the party requesting the court report, provided if both parties desire a verbatim record of the proceedings the cost shall be born equally. All other expenses incurred by either party shall be borne by the respective party.

#### e) Arbitrator's Authority

The Arbitrator shall have no right to amend, modify, nullify, ignore or add

provisions to this agreement. The Arbitrator's authority shall be limited to the extent that it may only consider and decide the particular issue or issues presented to it by the City and/or Union. Disputes or differences regarding the negotiable issues are expressly not subject to arbitration.

f) Arbitration Information

Upon appointment of the Arbitrator, both parties shall, within ten (10) days, of the arbitration hearing, submit to the other party the following:

- A. The issues involved.
- B. Statement of the known facts.
- C. Position of the party for resolution of dispute.
- D. The name and credentials of the person who will be presenting the party's position at the arbitration hearing.

The Union and Employer agree not to withhold from the other relevant information they intend to use in the arbitration hearing. Both parties also recognize that all relevant information needs to be presented to assure a fair decision and therefore, is not intended to restrict the use of information that was not known or overlooked at the time of the submission of information. Both parties agree they will notify the other of new information which becomes available when reasonably possible.

A party may not change the person selected to present their position at the arbitration hearing if the hearing is scheduled to occur within ten (10) days, unless both parties mutually agree to the change. If, after ten days, one party notifies the other of a change in the person presenting their position, the other party may have an additional two days in which to make a change of the person presenting their position.

- g) Choice of Remedy. If the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, and the aggrieved Employee has the right to pursue a veteran's preference claim under Minnesota Statutes, Chapter 197, the grievance may be appealed either to Step 4 of this Article or to the veteran's preference forum. If appealed to the veteran's preference forum, the grievance is not subject to the arbitration procedure as provided in this Article and the Employee shall have waived the Employee's right to arbitrate pursuant to this Article.

ARTICLE 8. SAVINGS CLAUSE

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



## **ARTICLE 9. SENIORITY**

- 9.1 An Employee in the Union who transfers from another department of the Employer shall accumulate total seniority from the other department only for the purposes of calculating vacation and sick leave.
- 9.2 Seniority shall be determined by an employee's length of continuous employment with the Employer, by classification recognized by this Agreement. Seniority rosters shall be maintained by the Employer, on the basis of time in grade and time within specific classifications.
- 9.3 All employees, upon commencing full-time service with the City, shall serve a probationary period of one year. The wages of all probationary employees will be in accordance with provisions provided in the section on wages. Employees shall have no seniority until they have completed their probationary period. Upon completion of the probationary period, the Employee shall be credited with seniority dating from the date of employment with the Employer. The terms of this contract shall not apply to any probationary employee with the exception of the provisions provided in the section on wages and provisions of this section. Probationary employees shall receive no fringe benefits except health insurance, vacation, sick leave, and holidays until completion of their probationary period. Upon completion of the probationary period, employees shall receive all fringe benefits retroactive to the date of hiring. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer.
- 9.4 A reduction of work force will be accomplished on the basis of divisional seniority. The Employee in a position to be reduced from force retains departmental seniority in each of the bargaining unit classes in which they had worked. They may choose demotion instead of layoff if a lower level vacancy exists, or they may choose the position of another employee with less divisional seniority in the same or a formerly held class. An Employee refusing either of these options shall automatically terminate employment with the Department. An Employee on layoff shall have an opportunity to return to work within two (2) years of the time of their layoff before any new employee is hired except that, any employee on layoff who is notified by registered mail to return to work and fails to do so within twelve (12) work days shall be considered to have voluntarily terminated employment with the Employer.

## **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
  - e) Discharge.
- 10.2 Suspensions, demotions, and discharges will be in written form.

- 10.3 Notice of an Employee's suspension, demotion or discharge shall become part of the Employee's personnel file after being provided to and acknowledged by signature of the Employee. Both the Employee and the Union will receive a copy of such notices. If an Employee refuses to sign the acknowledgement, that will be documented and placed with the notice in the Employee's personnel file. Whether notice is signed or not by the Employee, they may include a written response to the notice in their personnel file.
- 10.4 Employees' may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee had been given an opportunity to have a Union representative present at such questioning.
- 10.6 The Employer shall generally impose progressive discipline but reserves the right to take any disciplinary action it deems appropriate under the circumstances.
- 10.7 Grievances relating to the discharge or suspension of an employee may be initiated by the Union at Step 3 of the grievance procedure.
- 10.8 When any disciplinary action more severe than an oral reprimand is taken, the Employer shall verbally notify the employee of the disciplinary action, prior to the completion of the employees next regularly scheduled work day. The verbal notice shall be followed with written notice within five (5) days.

#### **ARTICLE 11. WORK WEEK**

- 11.1 The standard work schedule will consist of an eight (8) hour day equivalent to 2080 hours per year. For purpose of calculating vacation, holiday, and sick leave accrual, an 8-hour work day will be used. One floating holiday will also be calculated at eight (8) hours per day.

For special occasions, Employees may request altering their standard work schedule from time to time. Such requests must be approved by the Chief of Police.

#### **ARTICLE 12. OVERTIME**

- 12.1 An Employee is eligible to receive overtime pay after completion of regularly scheduled work week. Employees will be compensated at one and one-half (1½) times the Employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled work week. Changes of shifts do not qualify an employee for overtime under this Article. Training required by the City does not qualify an employee for overtime under this Article.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 Overtime refused by employees will, for record purposes under Article 12.2, be considered as unpaid overtime worked.

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

12.5 Overtime will be calculated to the nearest fifteen (15) minutes.

#### **ARTICLE 13. COURT TIME**

An Employee who is required to appear in Court during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the Employee's base pay rate. An extension or early report to a regularly scheduled work week for Court appearance does not qualify the Employee for the two (2) hour minimum.

#### **ARTICLE 14. CALL BACK TIME**

An Employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1½) times the Employee's base pay rate. An extension of early report to a regularly scheduled shift for duty does not qualify the Employee for the two (2) hour minimum. If the call-back work assignment and the Employee's regular work week overlap, the Employee shall be paid the call-back rate of time and one-half (1½) until their regular shift time begins, and the regular shift shall continue until the employee's normal quitting time. Training required by the City does not qualify an employee for call-back time under this Article.

#### **ARTICLE 15. WORKING OUT OF CLASSIFICATION**

Any employee who is required to accept the responsibility and duties of a position and rank, above which they normally hold at least one full shift day or more, shall be paid at the rate of the position or rank while so acting.

#### **ARTICLE 16. LEAVES OF ABSENCE**

16.1 Military Leave: All existing federal and state statutes, applicable to the rights of any employee who is on a leave of absence from the City of Faribault for military service, shall be applicable under this Agreement.

16.2 Jury Duty: All employees will receive a leave of absence when called for jury duty and be paid their regular rate of pay by the City. The employee shall in turn submit any remuneration received from jury duty, minus mileage reimbursements to the City. Jury duty calls shall be reported to the Department Director on the first working day following receipt of the jury summons.

16.3 Parenting Leave. Employees who work twenty (20) hours or more per week and have been employed more than one year are entitled to take an unpaid leave of absence in connection with the birth or adoption of a child. The leave may not exceed six weeks, and must begin within (6) weeks after the birth or adoption of the child. Employees are not required to use vacation leave during this six week Parenting Leave period but may use vacation leave at their option for any period of this leave.

The employee is entitled to return to work in the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the six (6) week Parenting Leave. With any unpaid leave it is the employee's responsibility to maintain their cost of insurance premiums.

If the employee has any FMLA eligibility remaining at the time this Parenting Leave commences, this leave will also count as FMLA leave. The two leaves will run concurrently until eligibility for either leave expires. Employees shall be required to use accrued sick and vacation leave during the use of any FMLA leave following the expiration of the Employee's Parenting Leave.

- 16.4 Emergency Leave. Emergency leave may be granted to an employee in the event of serious illness or other emergency in the family of said employee. Employees in need of such leave shall make application therefore to the City Administrator. Such time as is granted shall be chargeable against the employee's paid leave accounts. The rate of charge against the paid leave accounts shall be that of the actual time absent from work. The granting of such emergency leave shall not be unreasonable or arbitrarily withheld. The Employer may request verification of the emergency.

- 16.5 Funeral Leave. Employees are allowed to use up three (3) days for the death of an immediate family member, with pay, as funeral leave upon the death of an immediate family member. One (1) day of paid funeral leave is provided to an Employee in the event of the death of any another family member.

Immediate family members include an Employee's spouse, parents, children, siblings, grandparents, grandchildren, similarly-related step relationships, in-laws, and domestic partners. Other family members include aunts, uncles, nieces, nephews, and similarly related in-laws. Funeral leave will not be deducted from the Employee's vacation or sick leave balances. Employees may request additional time off for a longer leave or to attend the funeral of a more distant relative or friend. Prior approval of the applicable Department Director or City Administrator is required, and if allowed, such leave actually used by the Employee will be charged against the Employee's sick leave account.

- 16.6 Personal Leave of Absence. An employee may request a personal leave of absence without pay. All requests for personal leave of absence shall be made in writing to the City Administrator. The City Administrator may grant personal leaves of absence up to two (2) weeks in duration. Leaves of absence for more than two (2) weeks shall be presented to the City Council. While on personal leave of absence without pay, the employee shall retain their seniority; however, they shall forfeit all fringe benefits while on the leave. If the leave exceeds two (2) weeks, the employee may maintain the City's health insurance at their own expense.

## **ARTICLE 17. JOB POSTING AND EXAMINATION FOR PROMOTION**

Any position covered by this Agreement shall be posted for five (5) work days prior to filling of a vacancy in a prominent place, for information of the members of the unit.

In addition, the City shall fill a position with the most qualified employee from the Union. However, the City reserves the right to hire outside the Union if such an applicant is more qualified.

Under any circumstances, if qualifications are equal the City shall give preference to the more senior Employee. An Employee (unsuccessful applicant) may request that a written explanation become part of their permanent personnel record.

#### **ARTICLE 18. MILEAGE AND MEAL ALLOWANCE**

Any reimbursement for mileage or meal allowance to be paid as a result of this Agreement shall be reimbursed in accordance with the current Federal IRS mileage and per diem rates.

#### **ARTICLE 19. SAFETY**

All employees shall comply with safety and health regulations established by law.

#### **ARTICLE 20. PHYSICAL FITNESS**

The City may require a physical examination prior to beginning employment and annually thereafter. The City shall pay for those physical examinations it requires.

#### **ARTICLE 21. SICK LEAVE**

- 21.1 Employees shall earn sick leave at the rate of 120 hours per year. Sick leave shall be compensated for at the regular rate of pay. Working days only will be counted when using sick leave.
- 21.2 Sick leave may only be used for the employee's own personal injury, illness or care for immediate family member. Employees must use sick leave in increments of at least one-half day or a minimum of one hour increments with supervisor approval. Employees shall be allowed to use sick leave as needed except that in order to qualify for sick leave, an employee must report that they are sick no later than one hour before the time for which they are scheduled to report for work. This one hour restriction shall not apply to employees who become sick while at work.
- 21.3 Employees on sick leave for their own personal injury, illness or care for immediate family member for more than three consecutive days may be required to submit a physician's statement of illness. Employees may be required to submit a physician's statement of illness after one day, if that day is immediately before or after a holiday or a regularly scheduled day off or if the employer suspects abuse.
- 21.4 Any employee who has exhausted their sick leave and requires additional sick leave time for their own personal injury, illness or care for immediate family member may substitute any part of unused vacation time for the same. When an employee is eligible for Worker's Compensation payments, they may supplement these payments with a prorated portion of any accumulated sick leave so that the combination of the two benefits will equal their net pay. Net pay is defined for these purposes as regular pay received from a standard work week less mandatory deductions which include federal and state taxes, social security, Medicare, PERA and wage garnishments. If they should exhaust their accumulated sick leave, they will receive Worker's Compensation payments only.

- 21.5 An employee may use personal sick leave benefits for absences due to an illness of or injury to the employee's child, as defined in Minnesota Statute 181.940, subd. 4, 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.
- 21.6 An employee may use sick leave for safety leave for such reasonable periods of time as may be necessary for the purpose of providing assistance to the employee or assistance to the relatives described in Section 21.5, because of sexual assault, domestic abuse, or stalking.
- 21.7 The use of sick leave for safety leave or for absences due to the illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent is limited to up to 160 hours in any 12-month period. This Section 21.6 does not apply to absences due to the illness or injury of a child, as defined in Minnesota Statute 181.940, subd. 4.
- 21.8 Employees shall be allowed a year-end accumulation maximum of 500 unused sick leave hours, except those employees having more than 480 hours accumulation on January 1, 1984, shall retain such accumulations for sick leave usage and termination consideration. Employees shall be compensated at a rate of one hour of pay for each three hours of unused sick leave in excess of 500 hours, except those employees having more than 480 hours of sick leave accumulation on January 1, 1984, shall retain such accumulations for sick leave usage and termination consideration.
- 21.9 The City will provide, without cost to the employee, long term disability insurance which will provide 66.6% of normal compensation commencing on the 91st day of disability. Changes in the policy shall be discussed with the Union prior to implementation. Such discussions are for the purpose of providing notice and an opportunity for comment by the Union and shall not be deemed a renegotiation of benefits.

An employee once disabled and collecting long term disability benefits on the 91st day shall not accrue vacation, holiday time or sick leave and accrual of said benefits shall not begin until such time the disability stops and the employee returns to full-time duty.

## **ARTICLE 22. VACATIONS**

- 22.1 Employees who have been employed uninterruptedly with no breaks in employment except for brief layoffs which are directed by the City shall be eligible for a paid vacation at their regular rate of pay pursuant to the following schedule. Vacation will be earned at the rate of 3.08 hours per pay period for the first 5 years of employment; at the rate of 4.62 hours per pay period for the second 5 years of employment; and at the rate of 6.16 hours per pay period thereafter.
- 22.2 Earned vacation may be taken so as not to jeopardize sufficient municipal operations at any

time by written request from the employee to the respective Department Director at least one week prior to the date in which the vacation is requested unless otherwise approved. Such request shall indicate the number of days sought to be used. Employees shall choose vacation periods in accordance with their seniority in their shift and in the Department. Management shall establish reasonable regulations so as to maintain sufficient operating personnel throughout the year.

- 22.3 An employee may not commence using vacation leave until they have an accumulated total of at least five work days, which is six months of continuous employment or for relocation or prescheduled vacation only. Employees earning vacation at the rate of 3.08 hours per pay period may not accumulate more than 140 hours. Employees earning vacation at the rate of 4.62 hours per pay period may not accumulate more than 200 hours. Employees earning vacation at the rate of 6.16 hours per pay period may not accumulate more than 260 hours.

One floating holiday (8 hours) will be given in full to each employee at the time of hire, which can be used during their probationary period or anytime thereafter.

Employees will earn additional vacation day(s) per the total years of service with the City of Faribault. Accrual day(s) will commence on the employees anniversary date of hire per the chart below:

Years of service	Extra day(s) of vacation
10-14 years	1 day
15-19 years	2 days
20+ years	3 days

- 22.4 Employees will not be allowed to accumulate vacation in excess of the maximum amounts previously specified unless they were specifically asked to forego a portion of their vacation in writing by the City Administrator. If it is necessary for the City Administrator to request that an employee forego a portion of their vacation time, the employee will be entitled to use that portion previously accumulated during the following six month period.

### ARTICLE 23. INSURANCE

- 23.1 Employee health insurance premiums for this contract and going forward will be based on the following percentages. Any changes to plans would only be due to Federal requirements and regulations.

Plan:

\$2700 Deductible	Single	Single+1	Family
Employer Percentage	92%	87%	82%
Employee Percentage	8%	13%	18%

\$1350 Deductible	Single	Single+1	Family
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Employer Percentage	82%	77%	72%
Employee Percentage	18%	23%	28%

The City will match an Employee's contribution to their H.S.A. under the City H.S.A. plan up to \$600 for 2019, 2020 and 2021. Employer contributions into the H.S.A. plan will be made on a pro-rata basis per pay period.

The schedule of benefits for the medical insurance plan shall be determined by the City from plans submitted in response to bids requested by the City. The plans submitted in response to bids requested by the City shall be discussed with the Union prior to implementation. Such discussions are for the purpose of providing notice and an opportunity for comment by the Union.

Modifications in hospital-surgical insurance coverage shall be discussed with the Union prior to implementation. Such discussions are for the purpose of providing notice and an opportunity for comment by the Union and shall not be deemed a renegotiation of benefits. The City will provide at no cost to the employee a \$100,000.00 term life insurance policy.

If the non-union group receives a higher employer contribution, the employees will receive the higher contribution as part of this union contract.

The employee's portion of the premium cost shall be paid through payroll deduction. In no case shall the City's contribution exceed the actual cost of the coverage selected by the employee.

- 23.2 Any employee provided with dependent health care coverage shall file such information as may be required by the City to determine the availability of health care insurance to employed dependents.

No employee shall file, or permit to be filed, an insurance claim against the City's health care provider until any health care benefits of employed dependents' health care plan have been utilized.

- 23.3 The City will allow retired employees to continue on as members in the medical insurance program, but the retired employee shall reimburse the City for the entire cost of the medical insurance policy.

#### **ARTICLE 24. HOLIDAYS**

Employees shall have the holidays hereinafter enumerated:

- |                            |                                |
|----------------------------|--------------------------------|
| 1) New Year's Day;         | 6) Labor Day;                  |
| 2) Martin Luther King Day; | 7) Veteran's Day;              |
| 3) President's Day;        | 8) Thanksgiving Day            |
| 4) Memorial Day;           | 9) Day after Thanksgiving Day; |
| 5) Independence Day;       | 10) Christmas Day              |

Employees shall be granted the holidays off without loss of pay.



In addition to the holidays cited above all employees shall receive one (1) floating holiday to be utilized in accordance with the rules governing vacation. Any employee required to work on a holiday shall receive compensation in accordance with overtime provision of this contract and, in addition, the number of hours worked shall be credited to the employee's holiday bank. Such credited hours shall be compensated for at their regular rate of pay on the last pay period preceding December 25th of each year.

#### **ARTICLE 25. TERMINATION CONSIDERATION**

- 25.1 When an employee leaves the employment of the City in good standing, with at least three (3) years of service, they shall receive in salary equivalent one-half (1/2) of their accumulated sick leave up to a maximum of thirty (30) days. Upon retirement or death, they will be paid one-half (1/2) of their unused sick leave.
- 25.2 When an employee leaves the employment of the City in good standing, with at least three (3) years of service, they shall receive all vacation earned up to the date of termination regardless of anniversary date.
- 25.3 An employee may begin to draw sick leave separation pay up to 18 months prior to the employee's last date of employment. Separation pay shall be computed at the rate of pay in effect when the employee receives the pay and the employee shall give notice of the separation on August 1st of the year in which the first payment is to be received.

#### **ARTICLE 26. WAGE RATES**

##### **26.1 COLA and Wages**

Cost of Living Adjustments (COLA) are as follows:

2019	2.75%
2020	3.00%
2021	3.25%

The City completed a Classification & Compensation Study in 2018, including a new wage structure. Job Title grades in the new structure for Local 320 Police Support Services employees are as follows:

Administrative Assistant II "F"  
Property & Evidence Technician "F"  
Records Specialist "E"  
Community Services Officer "E"

All new employees shall be placed between steps 1 through 3 based on experience

and education. They will receive a step increase based on the scale below and meeting the requirements of their position.

All current employees will be placed in the new wage structure (2018) at the step with the wage that is closest to, but greater than, the employee's current wage. Employees will advance one step effective January 1, 2019 (if meeting the requirements of their position) and receive the COLA increase reflected in the wage structure shown below for 2019. Current employees will then follow the wage schedule below for step increases based on their step placement on January 1, 2019.

2018																
Steps for placement from the City Council approved 2018 Classification and Compensation Study																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
F	\$20.38	\$20.96	\$21.54	\$22.13	\$22.71	\$23.29	\$23.76	\$24.22	\$24.69	\$25.15	\$25.62	\$26.08	\$26.55	\$27.02	\$27.48	\$27.95
E	\$19.27	\$19.82	\$20.37	\$20.92	\$21.47	\$22.02	\$22.46	\$22.90	\$23.34	\$23.78	\$24.22	\$24.66	\$25.10	\$25.54	\$25.98	\$26.42
2019																
Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months	24 months	24 months	24 months	24 months
F	\$20.94	\$21.54	\$22.13	\$22.74	\$23.33	\$23.93	\$24.41	\$24.89	\$25.37	\$25.84	\$26.32	\$26.80	\$27.28	\$27.76	\$28.24	\$28.72
E	\$19.80	\$20.37	\$20.93	\$21.50	\$22.06	\$22.63	\$23.08	\$23.53	\$23.98	\$24.43	\$24.89	\$25.34	\$25.79	\$26.24	\$26.69	\$27.15
2020																
Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months	24 months	24 months	24 months	24 months
F	\$21.57	\$22.18	\$22.80	\$23.42	\$24.03	\$24.65	\$25.15	\$25.63	\$26.13	\$26.62	\$27.11	\$27.60	\$28.10	\$28.60	\$29.08	\$29.58
E	\$20.39	\$20.98	\$21.56	\$22.14	\$22.72	\$23.30	\$23.77	\$24.24	\$24.70	\$25.17	\$25.63	\$26.10	\$26.56	\$27.03	\$27.50	\$27.96
2021																
Steps	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Progression	Start	6 months	6 months	6 months	6 months	12 months	12 months	12 months	12 months	12 months	12 months	24 months	24 months	24 months	24 months	24 months
F	\$22.27	\$22.90	\$23.54	\$24.18	\$24.82	\$25.45	\$25.96	\$26.47	\$26.98	\$27.48	\$28.00	\$28.50	\$29.01	\$29.53	\$30.03	\$30.54
E	\$21.06	\$21.66	\$22.26	\$22.86	\$23.46	\$24.06	\$24.54	\$25.02	\$25.50	\$25.98	\$26.47	\$26.95	\$27.43	\$27.91	\$28.39	\$28.87

## ARTICLE 27. UNIFORMS

The City shall provide a clothing allowance to all clerical staff within this union of \$400 annually. The cleaning and routine repair of the uniform issued to Community Service Officers shall be the responsibility of the employee with the City paying a \$45 per month maintenance allowance the first pay period of the month. The Community Service Officers will be responsible for purchase and replacement of approved footwear and shall receive up to an annual cash allowance of one hundred sixty dollars (\$160) from the Employer for this purchase. The \$160 allowance shall be paid the last pay period preceding December 25<sup>th</sup> of each year and is taxable as wages unless a receipt of purchase is presented.

## ARTICLE 28. TRAINING

The City shall reimburse the employee for training related expenses (wages, travel expense, meals, tuition, books, and lodging) required by the City. For purposes of wage determination, required training by the City shall be construed as within the standard work week defined by Article 12 (standard hourly rate will be utilized for hours in excess of regularly scheduled shift). Call back time (Article 14) shall not be applicable for training required by the City.

## ARTICLE 29. CONTINUING EDUCATION

The City shall reimburse tuition and book expenses to the employee upon satisfactory completion of a recognized course of job related instruction. Such job related instruction must be reviewed and approved by the City Administrator or their designee prior to the initiation of cost in order to be eligible for

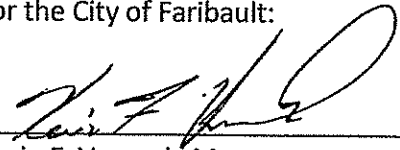
reimbursement. Such eligible reimbursement is entered into individually by the employee and City and a reimbursement to the City is required should the employee terminate their employment early, as per to the schedule given at time of acceptance to the individual. Job related instruction does not include mandatory training necessary to maintain minimum licensing requirements.

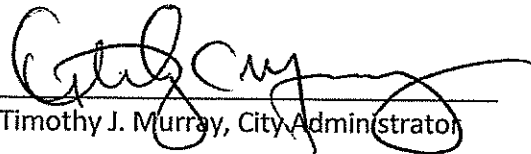
### ARTICLE 30. DURATION

The duration of this contract is to be three (3) years effective January 1, 2019, through December 31, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day of \_\_\_\_\_, 2018.

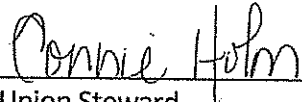
For the City of Faribault:

  
\_\_\_\_\_  
Kevin F. Voracek, Mayor

  
\_\_\_\_\_  
Timothy J. Murray, City Administrator

For Minnesota Teamsters, Local 320:

 1/15/2019  
\_\_\_\_\_  
Business Agent

  
\_\_\_\_\_  
Union Steward

  
\_\_\_\_\_  
Union Steward

**MINNESOTA TEAMSTERS  
Public & Law Enforcement  
Union, Local 320**

3001 University Avenue S.E., Suite #500  
Minneapolis MN 55414

Phone: (612) 378-8700 or (800) 637-5430

Fax: (612) 331-8948

e-mail: local320@teamsterslocal320.org

**EXECUTIVE BOARD**

Brian Aldes, *Secretary-Treasurer*

Sami Gabriel, *President/Business Agent*

Curt Swenson, *Vice-Pres./Business Agent*

Craig Johnson, *Recording Secretary/Bus. Agent*

Marty Lamb, *Trustee*

Rich Wheeler, *Trustee*

Alston Dutchin, *Trustee*

**BUSINESS AGENTS**

Hannah Bernardson

Martin Goff

Mike Horton

Joshua Loahr

Roger Meunier

Terry Neuberger

Vance Rolfzen

Erik Skoog

**COMMUNICATIONS &  
GOVERNMENT RELATIONS**

**DIRECTOR**

Gus Froemke

**ORGANIZER**

Claire Thiele

**SUPPORT STAFF**

Sue Bastian

Katie Glaser

Ron Phillips

Olivia Renteria

Suzanne Slawson

Kristi Ziegler

**TEAMSTERS**

**JOINT COUNCIL NO. 32**

3001 University Ave S.E. #510

Minneapolis MN 55414

(612) 331-3456

Lawrence Yoswa, *President*

Trevor Lawrence, *Secretary-Treasurer*

Brian Aldes, *Vice-President*

Scott Gelhar, *Recording Secretary*

Rod Alstead, *Trustee*

Tom Erickson, *Trustee*

Mike DeBuck, *Trustee*



**JOINT COUNCIL NO. 32**

**D.R.I.V.E.**

(Democrat Republican Independent Voter Education)

3001 University Ave S.E. #510

Minneapolis MN 55414

(612) 331-5514

Sami Gabriel, *President*

Tom Bucher, *Vice President*

Mike Kuta, *Secretary-Treasurer*

Jesse Case, *Recording Secretary*

Kurt Benson, *Trustee*

Dave Hedberg, *Trustee*

Kris Knight, *Trustee*

**POLITICAL DIRECTOR**

Edward Reynoso

## LOCAL 320 MEMBERSHIP MEETINGS

### SECOND TUESDAY OF EACH MONTH

January February March April May  
September October November December

### MEETINGS ARE HELD AT THE

*Teamster Building - 3<sup>rd</sup> Floor Meeting Rooms*  
3001 University Avenue S. E. • Minneapolis MN 55414

Executive Board . . . . . 5:30 P.M.  
General Membership . . . . . 7:00 P.M.

Summer Meetings as scheduled

As a member of this Union you should attend all Membership Meetings. You are an important part of your Union. The united strength of your Union has brought about the much improved working conditions you now enjoy. To continue to improve these conditions your participation is required.

## NOTICE TO ALL LOCAL 320 MEMBERS

### WITHDRAWAL CARDS

If for some reason you sever employment within the jurisdiction of Local 320, be sure to contact the Union office either by phone, call 612/378-8700, or by mail. In order to be eligible for a withdrawal card **YOUR DUES MUST BE PAID FOR THE CURRENT MONTH IN WHICH YOU ARE REQUESTING SAME.** Example, if you leave on the 15th of the month, your dues for that month must be paid for the withdrawal card. **THIS REQUEST MUST BE IN THE UNION OFFICE WITH THE CORRECT AMOUNT OF MONEY BEFORE THE LAST DAY OF THE MONTH.** If your request and money are received on or after the 1st of the following month, you will be required to pay an additional month's dues to be eligible for a withdrawal card.

BY ORDER OF  
THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

## MINNESOTA TEAMSTERS SERVICE BUREAU

2829 University Avenue SE, Suite 100, Minneapolis MN 55414  
(612) 676-3700/1-800-979-9725

**Dan Cherryhomes, Executive Director**

Some of the problems the Service Bureau can assist with include, but are not limited to:

- alcohol and drug abuse
- personal and/or family counseling
- suicide prevention
- adolescent issues
- family violence
- rape
- missing children
- social security, workers compensation, insurance, or pension issues
- consumer problems
- special dislocated worker projects
- literacy services

Problems that the Service Bureau can help address are limited only by the needs of the Teamster membership. It is a fact of life, that for some problems, there are no solutions. In those cases, the Service Bureau is here to assist members in the process of accepting that reality.

*Working to Make a Better Life for Minnesota Teamsters*