

AGREEMENT
BETWEEN
THE CITY OF NORTHFIELD
AND
INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION NO. 70
FOR
GENERAL UNIT

January 1, 2021 – December 31, 2021

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ARTICLE 1

PURPOSE OF AGREEMENT

Section 1. This Agreement is entered into between the City of Northfield, hereinafter called the Employer, and the International Union of Operating Engineers, Local No. 70 - General Unit, hereinafter called the Union.

Section 2. The intent and purpose of this Agreement is to:

- A. Establish terms and conditions of employment as defined by PELRA.
- B. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- C. Specify the full and complete understanding of the parties; and
- D. Place in written form, the parties' Agreement upon the terms and conditions of employment for the duration of this Agreement.

ARTICLE 2

RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative for all employees of the City of Northfield who are employed for more than 14 hours per week and for more than 67 work days per year, excluding employees in the Liquor Store, Library, Engineering, Water, Waste Water, and other employees of the Police Department. Managerial, Supervisory, Confidential, Professional, Non-clerical, Part-time, Seasonal and Temporary employees are also excluded.

ARTICLE 3

DEFINITIONS

Section 1. Union: International Union of Operating Engineers, Local No. 70 as certified by the State of Minnesota Bureau of Mediation Services.

Section 2. Employer: The City of Northfield – 801 Washington, Northfield, MN 55057.

Section 3. Union Member: A member of the International Union of Operating Engineers, Local No. 70.

Section 4. Employee: A member of the exclusively recognized bargaining unit.

Section 5. Base Pay Rate: The employee's hourly pay rate exclusive of longevity or any other special allowance.

Section 6. Call Back: 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.

Section 7. Seniority: Length of continuous service with the Employer.

- A. Employer seniority is length of continuous service with the Employer.
- B. Job classification seniority is length of service in a job classification covered by this Agreement.

Section 8. **Grievance:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

ARTICLE 4

UNION SECURITY

In recognition of the Union as the exclusive representative, the Employer shall:

Section 1. Deduct from each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction; and

Section 2. Remit such deduction to the appropriate designated officer of the Union.

Section 3. The Union may designate two employees from the bargaining unit to act as steward and shall inform the Employer in writing of such choice.

Section 4. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section 5. Employer agrees to provide the Union the names of employees added to the bargaining unit within 30 days of the first day of their employment.

ARTICLE 5

EMPLOYER AUTHORITY

Section 1. The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Section 2. Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

Section 1. **Definitions.**

Grievance: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Days: Calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Reduced to Writing: A concise written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.

Section 2. **Union Representatives.** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities

established by this Article. The Union shall notify the Employer in writing the names of the Union representatives and their successors when so designated.

Section 3. Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4. Grievance Procedures. Grievances, as defined by Article 6, Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Human Resource Manager as the Employer-designated representative. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

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

Step 3. When mutually agreed, the Employer-designated representative and the Union representative may jointly petition the Bureau of Mediation Services for Grievance Mediation. If the grievance is not resolved through mediation, the Union representative may appeal the grievance to Step 4 within ten (10) days of when impasse is reached. The Mediator will determine the point of impasse.

Step 4. A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of mediation Services.

Section 5. Arbitrator's Authority

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

Section 6. Waiver of Grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance of an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended and/or waived by mutual written agreement of the Employer and the Union.

Section 7. Election of Remedies. If, as a result of the written Employer response at Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 6, or a procedure such as veterans' preference or human rights, if by law they can appeal. If appealed to any procedure other than Step 4 or Article 6, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 4 of Article 6 or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 6. *Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.* If a court of competent jurisdiction rules contrary to Equal Employment Opportunity Commission v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir. 1992) or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 7

DISCIPLINE

Section 1. The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms:

Verbal reprimand; Written reprimand; Suspension; Demotion; Discharge.

Section 2. All discipline will be in written form. The Union will be copied on all written forms of discipline unless the employee requests otherwise. The original becomes part of the employee's personnel file.

Section 3. The Employer may discharge any employee immediately, without benefit of the normal reprimand procedure, for cause.

Section 4. Verbal reprimands will be removed from the employee's personnel file after one (1) year from the date of incident, if there are not further incidents of the same or similar nature.

Section 5. An employee will be provided the opportunity to have the Union representative present during questioning of the employee when the matter may lead to disciplinary action.

ARTICLE 8

UNION REPRESENTATION

Section 1. Stewards, representatives or other officers of the Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Department/Division at reasonable times upon prior notice for the purpose of investigating and discussing grievances in a responsible and reasonable manner.

Section 2. The Employer agrees to pay two employees for negotiating time up to twenty-four (24) hours each for contract negotiations.

ARTICLE 9

UNION BULLETIN BOARD

Section 1. The Employer shall allow the Union to use departmental bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs. The Union shall limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political, personal or inflammatory nature shall be posted.

ARTICLE 10

SENIORITY

Section 1. Job classification seniority will be the determining criterion for layoff and recall. The last employee hired in a job classification shall be the first to be laid off, and the last employee laid off shall be the first to be rehired. Employees promoted from jobs shall have the right to resume lesser jobs in the event of layoff, providing they have more departmental seniority than the workers they displace, and provided they have the ability, skill, experience, job experience, and education the Department Manager/Director feels is necessary. An employee may exercise job classification seniority only in his or her own department. Recall rights under this provision will

continue for twelve (12) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

Section 2. The Employer shall provide a list of bargaining unit employees to the Union each January that includes seniority, job title, base wage rate, and current step. Such list will be available to employees.

Section 3. Each newly hired employee shall be required to serve a probationary period of twelve (12) months. Neither the employee, nor the Union on the employee's behalf, shall have recourse to the grievance or arbitration procedures with respect to any matter related to the discipline or discharge of the employee during the probationary period. However, a probationary employee may file a grievance over the application of other provisions in the agreement that are applicable to the employee. The probationary period may be extended with mutual agreement of both the Union and the Employer.

ARTICLE 11

JOB POSTING

Section 1. Employees may apply for job vacancies posted internally or externally within the City provided that the employee has the necessary qualifications, the ability to perform the duties of the job, and the necessary experience to assume the responsibilities of the job.

Section 2. The Employer has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on qualifications, abilities, and experience.

Section 3. Job vacancies within the designated bargaining unit will be posted until the closing date of the vacancy so that members of the bargaining unit can be considered for such vacancies.

Section 4. Within 15 days of a new employee's start date or current employee's start date in a new position in this bargaining unit, the Employer will notify the Union of the employee's name, new job title, and base wage rate.

ARTICLE 12

HOURS OF WORK

Section 1. This article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay.

Section 2. The normal work year for full time employees is two thousand eighty (2,080) hours in forty (40) hour work weeks to be accounted for by each employee through:

- A. Hours worked on assigned shifts;
- B. Authorized paid leave time;
- C. Assigned training.

Section 3. Normal work hours will be either five (5) consecutive eight (8) hour workdays Monday through Friday or four (4) consecutive ten (10) hour days Monday through Friday.

Section 4. Should it be necessary in the judgment of the Employer to establish daily or weekly work, rest period or meal break schedules departing from the normal work day or the normal work week,

notice of such change shall be given to the employee as far in advance as it is reasonably practical.

Section 5. During their workday, employees will be granted two (2) fifteen (15) minute rest periods, which shall be scheduled by the Division or Department Manager. Such rest periods shall be non-cumulative, unless approved by the Division or Department Manager. Variations of routine rest periods and meal break scheduling may occur with approval of the Division or Department Manager.

Section 6. Ice Arena Special Pay Employees working in the ice arena during the hours of 10:00 p.m. to 7:00 a.m. will be paid a shift differential equal to 5% of the employee's regular hourly wage for each hour worked.

Section 7. Snow and Ice Removal Special Pay. Employees who report to work for the purpose of snow and ice removal, sand and salt application, or snow hauling during the hours of Midnight to 7:00 a.m. will be paid a shift differential equal to 5% of the employee's regular hourly wage for each hour worked. An employee who reports to work for the purposes stated in this section may choose to continue to work at straight time, after the regular start time of the employee's regular work day, not to exceed eight hours of straight time compensation either in the continuous shift or split shift. A split shift, for the purposes of this section, occurs when an employee finishes work prior to 7:00 a.m., and chooses to withdraw from work, and return to work at their routine start time.

It is the intent of the Employer to attempt to equalize the distribution of overtime hours among the employees of the Street Division who are engaged in the activities described in this section. A record of employee overtime hours will be maintained in the Street Division Office and may be reviewed by employees. The measurement for the equalization of overtime shall begin anew on January 1 of each calendar year.

Section 8. An employee called to work under Article 12, Section 7, is not subject to the provisions of Article 14.

ARTICLE 13 **OVERTIME PAY**

Section 1. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 2. Work hours in excess of forty (40) hours per week shall be compensated at one and one-half (1.5) times the employee's hourly rate of pay, or if agreeable to the employee and Employer, at one and one-half (1.5) hours compensatory time off for each overtime hour worked. The Employer agrees not to suspend the routine week to avoid the payment of overtime. All paid leaves of absence shall be considered hours worked for the purpose of calculating overtime. Overtime will be calculated to the nearest fifteen (15) minutes, rounded upwards.

Section 3. Compensatory Time Off

A. An employee may accumulate up to eighty (80) hours compensatory time within the calendar year. Employees may replenish hours in his or her compensatory time bank through the calendar year; however, employees may have not more than eighty (80) hours of

compensatory time accrued at any time. For each hour worked over 40 hours per week, the employee shall receive 1.5 hours compensatory time.

- B. Carryover of compensatory time to a succeeding year is prohibited.
- C. All compensatory time not used by the final date of the final payroll of the year shall be paid at the straight time rate on the first payday in the new year at the rate of pay of the last payroll of the year in which the compensatory time was earned.
- D. Use of compensatory time must be approved by the Employer at least three (3) days prior to the day of use. The requirement of this provision may be waived by mutual consent of the Employer and the employee.
- E. The Employer reserves the right to pay overtime in lieu of compensatory time at its own discretion.
- F. When an employee takes compensatory time during a week, the hours taken as compensatory time will be considered hours worked when computing overtime.

Section 4. Street & Park Division. Except as provided in Article 14, all hours worked on Saturday and Sunday will be paid at 1.5 times the base hourly rate of pay. This provision shall only apply to employees hired prior to January 1, 2009.

ARTICLE 14

CALL BACK

An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1.5) times the employee's base rate of pay. An extension of or early report to an assigned shift is not a call back.

ARTICLE 15

HOLIDAYS

Section 1. Holidays include:

Name of Holiday	Date of Holiday
New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving	4 th Friday in November
Christmas Eve- ½ day	December 24 th
Christmas Day	December 25 th
Personal Holiday	

Section 2. Employees required to work on holidays shall be paid one and one-half (1.5) times the employee's base pay rate for hours worked. This is in addition to the employee's base pay. In all cases where an employee is required to work on a holiday and such hours worked are in excess of forty (40) hours per week, Article 13 shall apply.

Section 3. In the event that a holiday falls on a Sunday, the following Monday shall be a paid holiday, and if any of these fall on a Saturday, the preceding Friday shall be a paid holiday.

Section 4. Employees shall be required to work their last regularly scheduled workday prior to the holiday and their next regularly scheduled workday after the holiday to qualify for holiday pay. Except for approved paid leaves.

ARTICLE 16

VACATION LEAVE

Section 1. Employees shall accrue vacation at the rate set forth in Section 5 of this Article. Vacation shall be accrued on a payroll basis. Accrued vacation time may be used as it is accrued, provided that employees may not use vacation time not yet earned.

Section 2. The Employer agrees to make reasonable effort to schedule major vacations at times requested by the employees, provided that five (5) weeks advance notice is given of requested vacation time by the employee. A major vacation shall be defined as five consecutive working days for the employee in question.

Employees shall submit their request for major vacations in writing to their respective Department or Division Manager. The Employer agrees to provide a written response to an employee's request for major vacation within ten (10) working days of the Department or Division Manager's receipt of the written request. If the Department or Division Manager fails to respond to the employee's request for major vacation leave within the allotted time period for the response, the request shall be considered to be approved.

Vacation periods shall be set by the Employer with due regard to preference of the employee so long as consistent with the need for efficient and uninterrupted operation of the Division or Department, and provided that the final right to approve all vacation periods is retained by the Employer in order to insure the orderly operation of the Division or Department. Once scheduled, an employee's vacation must be taken at the scheduled time unless the Department or Division Manager approves a change in advance.

Section 3. Employees may request use of vacation leave for personal reasons at times of the year other than their major vacation. The final right to approve all vacation periods is retained by the Employer in order to insure the orderly operation of the Division or Department.

Section 4. Employees may request in writing up to forty (40) hours of vacation pay in lieu of time off once per year. The employee must be within 75% of their accrued vacation time limit to exercise this provision of the agreement.

Section 5. Vacation Leave is earned on the following basis:

Years of eligible continuous service	Hours earned each pay period (26 pay periods)	Hours earned per year	Maximum Accumulation
0-4	3.40	88.40	176.80
Start of year 5-9	4.61	119.86	239.72
Start of year 10	4.92	127.92	255.84
Start of year 11	5.23	135.98	271.96
Start of year 12	5.53	143.78	287.56
Start of year 13	5.84	151.84	303.68
Start of year 14	6.15	159.90	319.80
Start of year 15	6.50	169.00	338.00

Section 6. Determination of accrued leave time shall be computed on period of continuous service from the date of initial employment for each employee. Vacation may be accumulated up to a maximum of twice the number of hours an employee accumulates during a 12-month period.

ARTICLE 17

SICK LEAVE

Section 1. Regular Sick Leave Accrual. Employees with less than one full year of seniority with the Employer accumulate sick leave at the rate of eight (8) hours per month worked, ninety-six (96) hours per year worked, to a maximum accumulation of two thousand (2000) hours.

Section 2. Sick Leave Use. Sick leave may be used for the care of family members as set forth in Minn. Stat. § 181 and Employer policy.

Section 3. Severance benefits for employees hired PRIOR to December 31, 2008

After a minimum of five (5) years of service, severance pay shall be granted to an Employee who resigns or retires in good standing. The severance benefit (as shown below) shall be calculated at the average rate of pay of the employee's three (3) highest contract hourly wage rates during the employee's tenure with the Employer.

Years of Service	Maximum Hours of Accumulated Compensable Sick Leave
5	168
6	202
7	235
8	269
9	302
10	336
11	370
12	403
13	437
14	470
15	504
16	538
17	571
18	605
19	638

Years of Service	Maximum Hours of Accumulated Compensable Sick Leave
20	672
21 or more	700

Section 4. Severance benefits for employees hired AFTER December 31, 2008

After a minimum of five (5) years of service, severance pay shall be granted to an employee who resigns or retires in good standing. The severance benefits shall be calculated to the extent of one-third (1/3) of all unused sick leave.

Section 5. Severance pay will not be granted if the employee is discharged for just cause.

Section 6. Injury on duty will be compensated as follows:

Employees injured on the job resulting in off duty status will be paid by the Employer utilizing the employee's sick leave accruals, comp hour accruals, and vacation leave accruals until exhausted, or until the employee returns to work status.

Employees injured on duty will sign over the Workers Compensation check to the Employer resulting in the Employer reimbursing the employee's sick leave, comp hour, and vacation leave accruals as appropriate to the extent of the check amount divided by the hourly wage.

Employees injured on duty will continue to accrue sick and vacation leave as long as they are receiving a payroll check (prorated if not a full check). Employees not receiving a payroll check will not accrue sick and vacation leave.

Employees injured on duty and not receiving a payroll check because accrued hours are exhausted will be required to pay the employee's portion of the medical premium prior to the 1st of the month of coverage.

Section 7. Family and Medical Leave. The Employer agrees to ensure that all employees of the bargaining unit receive all protections and benefits offered by the Federal Family and Medical Leave Act (FMLA) and the Minnesota Parenting Leave Act (MPLA).

The Employer will adopt and enforce a municipal Family and Medical Leave Policy that is in compliance with the FMLA and MPLA for all employees of the Employer to ensure consistency and fairness in the application of the policy across all classification of Employer employees.

The Employer will follow the guidelines of the Federal Family Medical Leave Act (FMLA) for employees that have less than 480 hours of accrued leave. If the Employee is unable to resume his or her regular assigned position, and the Employer is not able to provide the Employee a comparable position within the organization, the Employer will terminate the Employee as pursuant to FMLA guidelines.

The Employer will extend the FMLA guidelines for those Employees with accumulated paid leave greater than 480 hours to the extent of the accrued leave, but not to exceed six (6) months. When the accrued paid leave is exhausted or the six (6) months maximum has been reached, and the employee is not able to resume his or her regular assigned position, and the Employer is not

able to provide the employee a comparable position within the organization, the Employer shall pay the employee the balance of the employee's accrued paid leave, pursuant to the terms of this Agreement. The Employer agrees that its municipal policy shall be no more restrictive than the FMLA and MPLA.

ARTICLE 18

LIFE, HEALTH, AND HOSPITAL INSURANCE

- Section 1. The Employer agrees to provide \$50,000 term life insurance with AD & D Rider for each Employee at the Employer's cost.
- Section 2. The Employer will provide Health and Major Medical Insurance. The Employer will pay a maximum premium of \$550 per month for the employee and his or her dependent(s) for 2019 and 2020. The Employer and employee will each pay for one-half (½) of the increase in premium over the \$550.
- Section 3. If the Employer grants an increase to the Employer's contribution for health insurance for other Employer employees, exceeding the maximum share specified in this agreement, during this Agreement, the same contribution shall be granted to the members of the bargaining unit covered by this Agreement.
- Section 4. Employees not choosing dependent health coverage cannot be covered at Employer expense for any additional health insurance other than individual employee group health insurance.
- Section 5. The insurance rates and coverages will be subject to change annually. The Employer will meet and discuss with the Union plan design changes before implementation of the changes.
- Section 6. Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid and/or minimize any penalties, taxes, or fines for the Employer.
- Section 7. Health Care Savings Plan.
 - A. Employees are eligible to participate in the Health Care Savings Plan ("HCSP") established under Minnesota Statutes, section 352.98 (Minn. Supp. 2001) and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the Employer on the behalf of the employee for the HCSP as described in this section of the agreement will be deposited into the employee's HCSP account.
 - B. All Employee sick leave balances will be reviewed on the second week of January each calendar year.
 - C. After an employee's one-year anniversary date of employment and after the Employee has accrued 120 hours of paid sick leave, the city will convert one (1) hour of the employee has accrued sick leave, per month, which will be converted into cash, and deposited in their HCSP.
 - D. For each month that the employee has more than two hundred forty (240) hours of accumulated sick leave, the Employer will convert (2) hours of sick leave into cash and deposit it into their HCSP. For each month, however, that the employee has more than three hundred sixty (360) hours of accumulated sick leave, the Employer will convert three (3) hours of sick leave

into cash and deposit it into their HCSP. For each month, however, that the employee has more than four hundred eighty (480) hours of accumulated sick leave, the Employer will convert four(4) hours of sick leave into cash and deposit it into their HCSP.

E. Upon resignation 100% of the Eligible Employee's accumulated sick leave and vacation leave balances that would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan shall be paid to the employee.

F. Upon retirement 100% of the Eligible Employee's accumulated vacation leave that would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan shall be paid to the employee.

G. Upon retirement 100% of the Eligible Employees accumulated sick leave that would otherwise have been paid to the Eligible Employee had the Employer not participated in the Plan shall be contributed to the Plan.

H. Once eligible, employees will not have a waiting period if transferring to another City of Northfield HCSP.

I. The parties' prior memorandum of understanding addressing the employees' PEHP is null, void, and no longer in force or effect.

ARTICLE 19

EMERGENCY LEAVE/FUNERAL LEAVE

Section 1. Paid time off may be allowed by the City Administrator or the City Administrator's designated representative when requested in cases of a major disaster or death affecting the employee, the employee's immediate family, or the employee's spouse's immediate family. Paid time off will be restricted to no more than three (3) regular workdays and in no case may exceed thirty (30) paid hours of leave. Immediate family is defined as: mother, father, grandparents, grandchild, brother, sister, spouse, domestic partner, children, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law or grandparent-in-law. The Employer will request written documentation for the requested leave under this provision.

ARTICLE 20

WAGE & CLOTHING ALLOWANCE

Section 1. Clothing/Uniform Allowance.

The Employer will allocate \$225 per individual, effective January 1, 2018, per year, for clothing and work shoes that are approved by the department manager in advance of purchase. Shoes shall meet Occupational Safety and Health Administration (OSHA) standards for protective shoes. Employees in classifications required to wear safety shoes will receive an additional \$125, effective January 1, 2018, annually.

Section 2. In calendar year 2021, employees will be paid pursuant to the Employer's Base Pay Schedule for 2021, which will include a 2.0% general wage increase to the Base Pay Schedule, effective January 1, 2021.

Section 3. Except in the event that a new contract is not ratified by January 1, 2021, if the Employer fails to perform an employee's annual performance review on an employee prior to the date that an

employee would receive a step increase, that employee will receive an automatic step increase effective on such date.

ARTICLE 21

PART-TIME EMPLOYEES

Section 1. For the purpose of this Agreement, part-time employees working less than an annual average of 32 hours per week shall be excluded from coverage under the benefit provisions of this Agreement. Said employees shall not be eligible for insurance, vacation, sick leave, holidays, funeral leave and other benefit provisions contained in this Agreement.

Notwithstanding the foregoing, effective January 1, 2017 pursuant to the Affordable Care Act, part-time employees working an annual average of 30 or more hours per week shall be eligible for health insurance.

Section 2. Part-time employees working more than the annual average of 14 hours per week but less than an annual average of 32 hours per week shall be compensated on the wage schedule based on the Compensation Policy and applicable grade of their job classification.

ARTICLE 22

JURY DUTY PROVISION

Section 1. When an employee has been absent from work because of jury service, the employee shall be paid his or her regular salary by the Employer, with the understanding that upon the completion of their jury service, the employee shall exhibit his or her jury check to the Human Resource Division. The employee will submit a personal check for the amount of the jury check, less the amount included for traveling expenses.

ARTICLE 23

EMPLOYEE RIGHTS

Section 1. Employees have the right to join or to refrain from joining the Union. Neither the Employer nor the Union shall discriminate against or interfere with the rights of employee to become or not become members of the Union, and further, there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

ARTICLE 24

WAIVER

Section 1. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provision of this Agreement, are hereby superseded.

Section 2. The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 25**DRUG AND ALCOHOL TESTING**

Section 1. The Employer shall have the right to adopt, modify, and enforce the City's Drug and Alcohol Testing Policy, as adopted by the Northfield City Council on January 2, 1996, through City Council Resolution #1996-007 (Federal Omnibus Transportation Employee Testing act and related regulations); on December 4, 2000, through City Council Resolution #2000-378 (Controlled Substance Policy); on December 4, 2000, through City Council Resolution #2000-379 (Revised policy implementing the Federal Transportation Administration regulations on Drug and Alcohol Misuse); on October 1, 2007 through City Council Motion M2007-0143; on September 14, 2009 through City Council Motion M2009-0104, and on January 5, 2016 through City Council Motion M2016-010.

Section 2. The Employer shall have the right to establish, modify and discontinue any lawful training programs and any lawful and alcohol policies, including lawful testing policies, of its choosing, whether for existing employees or for applicants for employment.

ARTICLE 26**SAFETY**

Section 1. The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

ARTICLE 27**SAVINGS CLAUSE**

Section 1. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or is contrary to an administrative ruling or is in violation of legislation or administrative regulations, such provision shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 28**DURATION**

This Agreement shall be effective as of January 1, 2021, and shall remain in force and effective through December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this

____ day of _____, _____.

FOR:
THE CITY OF NORTHFIELD

By: _____
Mayor

Date: _____

By: _____
City Clerk

Date: _____

FOR:
I.U.O.E. LOCAL 70

By: David J. Dunc
President

Date: 6/2/21

By: David B. Mansur
Business Manager

Date: 6/2/2021

By: Ch
Business Representative

Date: 2 JUNE 21

By: Linda Powers
Recording/Corresponding Secretary

Date: 6/2/21

By: Jaun Kunkley
Union Steward

Date: 6-8-21

By: _____
Union Steward

Date: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Northfield (“Employer”) and International Union of Operating Engineers, Local No. 70 (General Unit) (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit (“Bargaining Unit Employees”);

WHEREAS, the Employer and the Union are parties to a labor agreement in force and effect from January 1, 2021 through December 31, 2021 (“Labor Agreement”);

WHEREAS, the parties have specified new wages in the Labor Agreement for calendar year 2021;

WHEREAS, the Employer desires to make the begin date of the new wages align with the Employer’s payroll periods; and

WHEREAS, the Employer and Union desire to specify the date that new wages will begin being paid through this MOU.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. New Wages Begin Date

Wages specified in Article 20, Section 2 of the Labor Agreement for calendar year 2021 will begin on December 27, 2020.

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

While this MOU is in full force and effect, Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU, except as otherwise specified in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this MOU. The

Employer expressly reserves the right to exercise all of its management rights without limitation unless otherwise limited by this MOU, contract, or law.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date

This MOU is effective the latest date affixed to the signature below.

Article 8. Expiration Date

This MOU will expire and no longer be in force or effect, effective the date that the Labor Agreement is no longer in force or effect.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

FOR THE CITY OF NORTHFIELD

Mayor

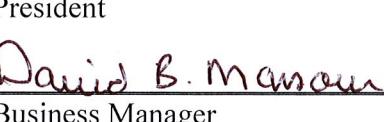
City Clerk

Dated: _____

FOR I.U.O.E. LOCAL 70 (GENERAL)



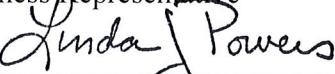
President



Business Manager



Business Representative



Recording/Corresponding Secretary



Union Steward

Union Steward

Dated: 10/2/21

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made by and between the City of Northfield (“Employer”) and International Union of Operating Engineers, Local No. 70 (General Unit) (“Union”).

WHEREAS, the Union is the exclusive representative for certain employees of the Employer in the appropriate unit (“Bargaining Unit Employees”);

WHEREAS, the Employer established a new base pay schedule, effective January 1, 2017 (“2017 Base Pay Schedule”);

WHEREAS, the parties are parties to a labor agreement for January 1, 2021 through December 31, 2021 (“Labor Agreement”); and

WHEREAS, the parties desire to specify step increases in the calendar year 2021 Base Pay Schedule (BPS) for employees employed by the Employer as of the date the Base Pay Schedule was established.

NOW, THEREFORE, all parties hereto understand as follows:

Article 1. Steps in Base Pay Schedule

In calendar year 2021, Bargaining Unit Employees employed as of May 9, 2017, will receive a step increase in the 2021 Base Pay Schedule on January 1, 2021 subject to satisfactory performance.

Article 2. Entire Understanding

This MOU constitutes the entire understanding among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written understandings, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

While this MOU is in full force and effect, Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer except as otherwise prohibited or limited by the express terms of this MOU. The

Employer expressly reserves the right to exercise all of its management rights without limitation unless otherwise limited by this MOU.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all of the parties hereto or their successors in interest.

Article 6. Voluntary Understanding of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm's-length negotiations during which all such parties were represented.

Article 7. Effective Date

This MOU is effective January 1, 2021.

Article 8. Expiration

This MOU will expire and no longer be in force or effect, effective the date that the collective agreement between Employer and Union for January 1, 2021, through December 31, 2021, is no longer in force or effect.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

FOR: The City of Northfield

Mayor

DATE: _____

City Clerk

DATE: _____

FOR: I.U.O.E Local 70 (General)

President

DATE: 10/21/21

Business Manager

DATE: 10/21/2021

Business Representative

DATE: 10/21/21

Recording/Corresponding Secretary

DATE: 10/21/21

Union Steward

DATE: 10/8/21

Union Steward

DATE: _____