

MASTER LABOR AGREEMENT

BETWEEN

CITY OF BLAINE

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL NO. 49, AFL-CIO

January 1, 2020 – December 31, 2022

TABLE OF CONTENTS

1.	PURPOSE OF AGREEMENT	1
2.	RECOGNITION	1
3.	UNION SECURITY	2
4.	EMPLOYER SECURITY	2
5.	EMPLOYER AUTHORITY	2
6.	SENIORITY	2
7.	EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE	3
8.	DEFINITIONS.....	6
9.	SAVINGS CLAUSE	7
10.	WORK SCHEDULES	7
11.	OVERTIME PAY.....	8
12.	CALL BACK.....	8
13.	ON CALL	8
14.	LEGAL DEFENSE	9
15.	RIGHT OF SUBCONTRACT	9
16.	DISCIPLINE	9
17.	PROBATIONARY PERIODS.....	9
18.	SAFETY	10
19.	JOB POSTING	10
20.	INSURANCE	10
21.	HOLIDAYS	11
22.	SICK LEAVE	11
23.	TERMINATION PAY.....	11

Local 49 Union Contract
2020-2022

24.	VACATIONS.....	11
25.	INJURY ON DUTY	12
26.	SALARY SCHEDULE.....	12
27.	UNIFORM ALLOWANCE	14
28.	SEASONAL TEMPORARY EMPLOYEE.....	14
29.	SCOPE OF AGREEMENTS.....	15
30.	WAIVER	15
31.	DURATION.....	16

LABOR AGREEMENT BETWEEN

CITY OF BLAINE

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 49, AFL-CIO**

ARTICLE 1 - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF BLAINE, hereinafter called the EMPLOYER, and LOCAL 49, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT. The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all EMPLOYEES in the job classifications listed below who are public EMPLOYEES within the meaning of MN Statutes, Sect. 179A.03, Subd. 14, excluding supervisory, confidential and all other EMPLOYEES:

Public Service Worker
Mechanic
Seasonal/Temporary
Working Foreman

ARTICLE 3 - UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all EMPLOYEES who authorize in writing such deduction; and
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain EMPLOYEES from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this ARTICLE.

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; to establish work schedules; 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 - SENIORITY

- 6.1 There shall be a seniority list for those EMPLOYEES who are members of the Public Works Department. Seasonal/Temporary employees shall be excluded from the seniority list.
- 6.2 EMPLOYER will post the seniority list in the Public Works area within ten (10) days of signing a new agreement and on January 2nd and July 1st of each year.

- 6.3 Seniority will be the determining criteria for transfers, lay-offs, and shift changes. The exception to this is when the shift change is being made to accomplish a task that is specific to one of the divisions in the Public Works Department. In this case the EMPLOYER will first ask for volunteers and will use the bargaining unit seniority order within that division to fill the shift. If there are not enough volunteers within the division to fill the shift change, the EMPLOYER will assign personnel with the least senior qualified first, until all shifts are filled. When layoffs are being made they will be made by seniority within a job classification. If an EMPLOYEE in the working foreman position is laid off he may bump into the Public Service Worker position assuming he has more seniority than at least one EMPLOYEE in that classification.
- 6.4 Seniority will be the determining criteria for recall. Recall rights under this provision will continue for twenty-four (24) 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.
- 6.5 In the event the EMPLOYER establishes a regular shift for some EMPLOYEES on a daily, weekly, seasonal, or annual basis other than the normal 7:00 A.M. - 3:30 P.M. workday, the EMPLOYER will first ask for volunteers and will use bargaining unit seniority order of the volunteers to fill the shift. If there are not enough volunteers to fill the shift change, the EMPLOYER will assign qualified personnel with the least seniority first until all shifts are filled. The exception to this is when the shift change is being made to accomplish a task that is specific to one of the divisions in the Public Works Department. In this case the EMPLOYER will first ask for volunteers and will use the bargaining unit seniority order within that division to fill the shift. If there are not enough volunteers within the division to fill the shift change, the EMPLOYER will assign personnel with the least senior qualified first, until all shifts are filled.

ARTICLE 7 - EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

7.1 DEFINITION OF A GRIEVANCE

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

7.2 UNION REPRESENTATIVES

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

7.3 PROCESSING OF A GRIEVANCE

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

7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of the AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. 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 or provisions of the AGREEMENT allegedly violated, 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 to 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. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. If the parties cannot agree upon an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

7.5 ARBITRATOR'S AUTHORITY

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

7.6 WAIVER

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

extended by mutual written agreement of the EMPLOYER and the UNION in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 4, 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 5 of ARTICLE 7 or a procedure such as Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of ARTICLE 7, the grievance is not subject to the arbitration procedure as provided in Step 5 of ARTICLE 7. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized--Step 5 of ARTICLE 7 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 5 of ARTICLE 7.

ARTICLE 8 - DEFINITIONS

- 8.1 UNION: The International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 8.2 EMPLOYER: The individual municipality designated by this AGREEMENT.
- 8.3 UNION MEMBER: A member of the International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 8.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 8.5 BASE PAY RATE: The EMPLOYEES hourly pay rate exclusive of longevity or any other special allowance.
- 8.6 SENIORITY: Length of continuous service in any of the job classifications covered by ARTICLE II - RECOGNITION. EMPLOYEES who are promoted from a job classification covered by this AGREEMENT and return to a job classification covered by this AGREEMENT shall have their seniority calculated on their length of service under this AGREEMENT for purposes of promotion, transfer, and lay off and total length of service with the EMPLOYER for other benefits under this AGREEMENT.
- 8.7 SEVERANCE PAY: Payment made to an EMPLOYEE upon honorable termination of employment.
- 8.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.

- 8.9 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.

ARTICLE 9 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the signed municipality. 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, 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 10 - WORK SCHEDULES

- 10.1 The sole authority in work schedules is the EMPLOYER. The normal workday for an EMPLOYEE shall be eight (8) hours. The normal workweek shall be forty (40) hours, Monday through Friday.
- 10.2 Service to the public may require the establishment of regular shifts for some EMPLOYEES on a daily, weekly, seasonal, or annual basis other than the normal 7:00 A.M. – 3:30 P.M. day. The EMPLOYER will give seven (7) days advance notice to the EMPLOYEES affected by the establishment of workdays different from the EMPLOYEE'S normal eight (8) hour workday.
- 10.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an EMPLOYEE working other than the normal work day be scheduled to work more than eight (8) hours; however, each EMPLOYEE has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the EMPLOYEE from so working. The EMPLOYER, at its sole discretion, has the unequivocal right to send EMPLOYEES home after the completion of eight (8) hours of work, regardless of whether those eight (8) hours consist in part of "early call" hours.

For the period of January 1, 2020 through June 30, 2020, EMPLOYEES who are called to work prior to the starting time of the shift regularly assigned, and working up to the beginning of their normal shift, shall be compensated at one and one-half (1 ½) time their base pay rate for the pre-shift hours worked, provided that when an EMPLOYEE qualifies for both overtime and pre-shift premium on the same shift, the pre-shift premium hours shall be proportionately reduced by the amount of overtime hours worked. Effective July 1, 2020, this preshift premium will be discontinued.

- 10.4 Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays.

ARTICLE 11 - OVERTIME PAY

- 11.1 Hours worked in excess of eight (8) hours within a 24-hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1½) times the EMPLOYEE'S regular base pay rate.
- 11.2 Overtime will be distributed as equally as practicable.
- 11.3 Overtime refused by EMPLOYEES will for record purposes under Section 11.2 be considered as unpaid overtime worked.
- 11.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 12 - 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 (1½) times the EMPLOYEE'S base pay rate.

ARTICLE 13 - ON CALL

- 13.1 The EMPLOYER will establish a rotating schedule for on-call assignments. In the event of a change in this schedule, two (2) weeks advanced notice will be provided.
- 13.2 The on-call EMPLOYEE will be available during that period for callbacks and the EMPLOYER will call that EMPLOYEE first should any call back be necessary.
- 13.3 The on-call EMPLOYEE shall be compensated one and one-half (1-1/2) hours at one and one-half (1-1/2) times the EMPLOYEE'S hourly base wage for each week day, Monday through Friday, and two and one-half (2-1/2) hours at one and one-half (1-1/2) times the EMPLOYEE'S base wage per each Saturday and Sunday, and one and one-half (1-1/2) additional hour at one and one-half (1-1/2) times the EMPLOYEE'S base wage for each holiday.
- 13.4 The EMPLOYEE scheduled to be on call is required to have the City-provided cellphone/pager with them at all times and must be able to respond to the City within 30 minutes.
- 13.5 It is the responsibility of the on-call EMPLOYEE to determine the need for backup help. If backup help is needed, the on-call EMPLOYEE will call in backup persons from the overtime list.

- 13.6 If the on-call EMPLOYEE responds to perform work for the City, they shall be entitled to a call back as defined in ARTICLE 12 – Call Back. The EMPLOYEE will be compensated at one and one-half (1-1/2) times their base wage for all hours over the two (2) hour call back.
- 13.7 The City of Blaine will furnish an equipped City vehicle, which can be driven to and from work by the on-call EMPLOYEE. This vehicle cannot be used for personal business.
- 13.8 The City of Blaine will train all EMPLOYEES in the use of utility computer and any other specialized equipment.

ARTICLE 14 - LEGAL DEFENSE

- 14.1 EMPLOYEES involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of EMPLOYEE judgmental decision may not receive legal defense by the municipality.
- 14.2 Any EMPLOYEE who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of the EMPLOYEE'S employment, when such act is performed in good faith and under direct order of the EMPLOYEE'S supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such EMPLOYEE in defending against such charge.

ARTICLE 15 - RIGHT OF SUBCONTRACT

Nothing in the AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by EMPLOYEES covered by this AGREEMENT.

ARTICLE 16 - DISCIPLINE

- 16.1 The EMPLOYER will discipline EMPLOYEES only for just cause.
- 16.2 An EMPLOYEE(S) will not be required to participate in an investigative interview by the EMPLOYER where the information gained from the interview could lead to the discipline of the EMPLOYEE(S) unless the EMPLOYEE(S) is given the opportunity to have a UNION representative present at the interview to act as a witness for the EMPLOYEE(S).

ARTICLE 17 - PROBATIONARY PERIODS

- 17.1 All newly hired or rehired EMPLOYEES will serve a twelve (12) month probationary period.

- 17.2 All EMPLOYEES will serve a six (6) months probationary period in any job classification in which the EMPLOYEE has not served a probationary period.
- 17.3 At any time during the probationary period, a newly hired or rehired EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.
- 17.4 At any time during the probationary period, a promoted or reassigned EMPLOYEE may be demoted or reassigned to the EMPLOYEE'S previous position at the sole discretion of the EMPLOYER.

ARTICLE 18 - SAFETY

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 19 - JOB POSTING

- 19.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided that applicants:
 - 19.2 Have the necessary qualifications to meet the standards of the job vacancy; and
 - 19.3 Have the ability to perform the duties and responsibilities of the job vacancy.
- 19.4 EMPLOYEES filling a higher job class based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE 17 (PROBATIONARY PERIODS).
- 19.5 The EMPLOYER has the right of final decision in the selection of EMPLOYEES to fill posted jobs based on qualifications, abilities, and experience.
- 19.6 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 20 - INSURANCE

The EMPLOYER will contribute One Thousand Two Hundred Ninety Dollars (\$1,290) per month per employee for the purchase of required and/or optional benefits of the cafeteria plan for 2020, One Thousand Three Hundred Forty Dollars (\$1,340) per month for 2021 and One Thousand Three Hundred Ninety Dollars (\$1,390) per month for 2022.

ARTICLE 21 – HOLIDAYS

21.1 The following holidays will be observed by the Public Works EMPLOYEES:

New Year's Day	Labor Day
Martin Luther King's Birthday (EMPLOYER'S Designated Holiday)	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Two (2) Floating Holidays (Selected by the EMPLOYEE)

Work performed during designated holidays will be paid at time and a half, except holidays noted in Section 21.2.

21.2 Double time over and above eligible holiday pay will be paid for work performed on four (4) holidays:

New Year's Day
Independence Day
Thanksgiving Day
Christmas Day

ARTICLE 22 - SICK LEAVE

22.1 Effective January 1, 2020, sick leave will be as outlined in City Policy 3.33.

ARTICLE 23 - TERMINATION PAY

23.1 One-third (1/3) of unused accumulated sick leave will be paid upon honorable separation after five (5) years of employment.

23.2 Forty (40) percent of unused accumulated sick leave will be paid upon honorable separation after ten (10) years of employment.

23.3 Fifty (50) percent of unused accumulated sick leave will be paid upon honorable separation after fifteen (15) years of employment.

ARTICLE 24 - VACATIONS

24.1 Effective January 1, 2020, vacation leave shall be accumulated on a monthly basis for each calendar month or major fraction thereof by all regular and probationary employees pursuant to the following schedule:

Length of Service	Rate Per Full Pay Period
0 – 5 years*	4 hours
Years 6 – 8	5 hours
Years 9 – 12	7 hours
Years 13 – 18	7.5 hours
Years 19 – 25	8 hours
Years 26 – 30	8.5 hours
After 30 years of service have been completed	9 hours

*Employees who, as of January 1, 2020, are in years 4 or 5 will continue to accumulate at the rate outlined in the prior agreement (80 hours per year at year 4 and 120 hours per year at year 5) until such time as their accumulation rate in the chart above exceeds the rate in the prior agreement.

24.2 Other provisions related to vacation will be as outlined in City Policy 3.33.

ARTICLE 25 - INJURY ON DUTY

- 25.1 EMPLOYEES injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the EMPLOYEE'S regular pay and Workers Compensation Insurance payments for a period not to exceed ninety (90) working days per injury, not charged to the EMPLOYEE'S vacation, sick leave, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury.
- 25.2 The three (3) working day waiting period shall be charged to the EMPLOYEE'S sick leave account, less Workers Compensation Insurance payment.
- 25.3 EMPLOYEES drawing Workers Compensation benefits shall not receive supplementary IOD pay per Sections 25.1 and 25.2 or sick leave pay which provides for more after-tax take-home pay than the EMPLOYEE made while working.
- 25.4 Compensation for injury leave shall be terminated upon the date of certification by a competent medical authority, approved by the City Manager, that the EMPLOYEE can return to duty.

ARTICLE 26 - SALARY SCHEDULE

- 26.1 The following wage schedule will be in effect from January 1, 2020 through December 31, 2022.

	2020 (3%)	2021 (3%)	2022 (3.0%)
<u>Public Service Worker</u>			
Start	\$28.40	\$29.25	\$30.13
1 Year	\$29.73	\$30.62	\$31.54
2 Years	\$31.09	\$32.02	\$32.98
5 Years**	\$32.02	\$32.98	\$33.97
<u>Mechanic*</u>	\$32.88	\$33.87	\$34.89
<u>5 Years**</u>	\$33.87	\$34.89	\$35.93
<u>Working Foreman</u>	\$35.41	\$36.47	\$37.57

*This amount also includes an additional fifty cents (\$0.50) per hour market adjustment for mechanics effective January 1, 2020.

**The 5 year step will be effective on July 1, 2020.

- 26.2 Any EMPLOYEE designated "Lead Mechanic" by the Director of Public Works shall be paid at the Working Foreman rate.
- 26.3 Effective July 1, 2020, employees assigned to and performing utility related work as part of their regular duties who possess a current Combined Water C and Sewer SC license will receive an additional thirty-five cents (\$.35) per hour for such time performing utility related work.

Employees assigned to and performing utility related work as part of their regular duties who possess a current Combined Water B and Sewer SB license will receive an additional seventy-five cents (\$.75) per hour.

For purposes of this differential Section, assigned to and performing utility related work as part of an employee's regular duty will be defined as more than fifty percent (50%) of the employee's annual work exclusive of on-call or intermittent assignments.

The above referenced differentials are not cumulative to any other water and/or sewer licensing differentials. For example an employee receiving an additional seventy-five cents (\$.75) per hour as referenced above will not be eligible for the thirty-five cents (\$.35) per hour for performing utility related work as part of their regular duties and possessing a current Combined Water C and Sewer SC license as referenced above.

ARTICLE 27 - UNIFORM ALLOWANCE

The EMPLOYER will provide an annual lump sum for City uniforms and boots as follows:

	<u>2020</u>	<u>2021</u>	<u>2022</u>
Public Service Worker and Working Foreman	\$550	\$575	\$575
Mechanic	\$225	\$250	\$250

These lump sums will be subject to all IRS regulations pertaining to taxable compensation. The EMPLOYER agrees to enter into a Memo of Understanding regarding which articles of clothing are subject to tax. The uniforms will bear the City's logo and EMPLOYEE'S name. The City's logo and EMPLOYEE'S name will be paid by the City at a City selected vendor. An EMPLOYEE may use a part of the amount noted above to augment the City's allotment for prescription safety glasses. Additionally the EMPLOYER will provide two (2) Hi Vis logo tee shirts and two (2) Hi Vis logo sweatshirts to each EMPLOYEE.

ARTICLE 28 - SEASONAL TEMPORARY EMPLOYEE

- 28.1 Seasonal EMPLOYEE. An employee who works in a position that is reasonably expected to be of a duration of more than sixty-seven (67) working days (100 working days for students).
- 28.2 Rates of Pay. Seasonal employee's rate of pay shall be in accordance with the seasonal/temporary pay plan established by the City Manager.
- 28.3 Benefits. Seasonal employees shall not be eligible for any benefits under this agreement except those which may be required by law.
- 28.4 Probation Period. All newly hired or rehired seasonal employees will serve a probationary period for the duration of their employment.
- 28.5 At any time during the probationary period, a newly hired or rehired seasonal employee may be terminated at the sole discretion of the EMPLOYER.
- 28.6 Contract Provisions Applicable. Seasonal employees shall not be covered by those provisions of the contract relating to:

ARTICLE 6 – Seniority
ARTICLE 7 – Grievance Procedure
ARTICLE 12 – Call Back
ARTICLE 16 – Discipline
ARTICLE 19 – Job Posting

- ARTICLE 20 – Insurance
- ARTICLE 21 – Holidays
- ARTICLE 22 – Sick Leave
- ARTICLE 23 – Termination Pay
- ARTICLE 24 – Vacations
- ARTICLE 25 – Injury on Duty
- ARTICLE 26 – Salary Schedule
- ARTICLE 27 – Uniform Allowance

- 28.7 The City agrees to notify the UNION when any seasonal/temporary employee exceeds sixty-eight (68) working days or one hundred one (101) working days in the event of students.
- 28.8 All overtime will be offered to full-time employees prior to seasonal/temporary employees.
- 28.9 No seasonal/temporary employee will operate any equipment requiring a “CDL” or “A” license, or any equipment previously considered as heavy equipment.
- 28.10 The City and the UNION hereby agree that seasonal and temporary employees hired by the City beginning 1998 in job classifications covered by the UNION’S certification of exclusive representation will be paid a rate established by the City for the first 67 working days per calendar year and will not be eligible for any fringe benefits established by the Labor Agreement between the UNION and the City. Such employees will not be assigned work requiring a CDL license, or operate any off road equipment over 50 horsepower, including skid steer loaders. Mowers are the only exception to this restriction.
- 28.11 Seasonal and temporary employees selected by the EMPLOYER to exceed 67 working days per calendar year will receive an increase in pay as determined by the City. The City shall have no more than eight (8) seasonal/temporary employees who exceed the 67-day limit.
- 28.12 The maximum seasonal/temporary employment shall not exceed 130 working days.
- 28.13 No EMPLOYEE represented by the UNION shall be laid off before all seasonal employees are laid off.

ARTICLE 29 - SCOPE OF AGREEMENTS

No addendum to this MASTER AGREEMENT can be in conflict with this MASTER AGREEMENT.

ARTICLE 30 - WAIVER

- 30.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 30.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the right and opportunity to make demands and proposals with respect to any terms or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in the 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 31 - DURATION

This AGREEMENT shall be effective as of January 1, 2020, and shall remain in full force and effect until the 31st day of December 2022.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this ___ day of April, 2020.

FOR THE CITY OF BLAINE:

FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL NO. 49, AFL-CIO:

Tom Ryan, Mayor

Jason George, Business Manager

Michelle A. Wolfe, City Manager

Ron Boesel, Business Agent

Cassandra Tabor, HR Director

Mark Strand, Union Steward

Tim Chouinard, Union Steward

Tom Chesness, Union Steward

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Tony Anderson, Union Steward

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF BLAINE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 49, AFL-CIO**

WHEREAS, This Memorandum of Understanding (“MOU”) is intended to clarify the Labor Agreement (“Agreement”) between the I.U.O.E. Local No. 49 (“Union”) and the City of Blaine (“City”) in effect from January 1, 2020 through December 31, 2022.

WHEREAS, This MOU specifically clarifies and outlines Article 11 – Overtime Pay and Article 13 – On Call.

NOW, THEREFORE BE IT RESOLVED AND STIPULATED that the parties mutually agree as follows:

1. Overtime will be distributed as equally practicable within the following guidelines:
 - a. The Division Supervisor shall be allowed to select one person that has the appropriate knowledge and training needed for the work.
 - b. Additional volunteer EMPLOYEES from within the division for the work needed. For example: Streets personnel for help with salting roadways or erecting traffic control, Parks personnel recreation events, Utility personnel for scheduled after-hours repairs, etc. A refusal at this stage will not be recorded as having been Turned Down.
 - c. Place a sign-up sheet in the lunchroom from noon four days prior to the event until noon two days prior to the event, Excess volunteers will be prioritized by the overtime list.
 - d. Call out additional EMPLOYEES from all divisions using the Overtime List by:
 - i. The Supervisor shall attempt to receive a positive confirmation, by speaking with the EMPLOYEE in person or by phone, of accepting or refusing the overtime.
 - ii. If the Supervisor leaves a message, the EMPLOYEE has one (1) hour to return the call for positive confirmation or it will be considered a refusal and recorded as having been Turned Down, even if previously asked in step (b) above.
 - iii. If the EMPLOYEE does not answer, the Supervisor may move on to offer the Overtime to the next on the List.
 - iv. An EMPLOYEE who has accepted the offer may be cancelled if a previously called EMPLOYEE responds within their given hour limit.

2. Overtime refused by EMPLOYEES will for record purposes under Section 11.2 be considered as unpaid overtime worked. Employees on scheduled vacation or sick leave will not be recorded as refusing overtime.

3. It is the responsibility of the on-call EMPLOYEE to determine the need for backup help. If backup help is needed, the on-call employee will call in backup persons in the following order:

a. Additional EMPLOYEES from within the division for which they are responding (for example: call Streets personnel for help with potholes, call Parks personnel for playground repairs, call Utility personnel for water main breaks, etc.),

b. Additional EMPLOYEES from all divisions using the Overtime List.

4. This MOU shall sunset and expire upon expiration of the current Agreement on December 31, 2022.

5. The City and Union shall meet and confer upon notice from either party as issues arise regarding this MOU.

6. The City and Union shall address this MOU during negotiations.

IN WITNESS WHEREOF, the parties have executed this MOU on _____, 2020.

For the City:

For the Union:

Tom Ryan, Mayor

Ron Boesel, Business Agent

Michelle A. Wolfe, City Manager

Mark Strand, Union Steward

Cassandra Tabor, HR Director

Tim Chouinard, Union Steward

Tony Anderson, Union Steward

Tom Chesness, Union Steward

MEMORANDUM OF AGREEMENT
BETWEEN
THE LOCAL NO. 49, INTERNATIONAL UNION
OF OPERATING ENGINEERS
AND
THE CITY OF BLAINE
(Central Pension Fund Meet and Confer)

Whereas, the International Union of Operating Engineers, Local No. 49 (hereinafter referred to as the Union) and the City of Blaine (hereinafter referred to as the City) are parties to a collective bargaining agreement that expired on December 31, 2019 that continues by operation of law;

Whereas, the Union and City are in negotiations over a successor collective bargaining agreement;

Whereas, the Union has asked the City to allow the bargaining unit members to participate in the Central Pension Fund with the City serving a role in such participation;

Whereas, the pension fund is titled the International Union of Operating Engineers Central Pension Fund (hereinafter the CPF);

Whereas, the Union represented to the City that the CPF is a supplemental pension fund authorized by Minnesota Statutes, Section 356.24, subdivision 1(10) and that the members of the bargaining unit may lawfully participate in this CPF;

Whereas, in the course of these negotiations, the City expressed reservation on the issue with a specific focus on potential City liability associated with withdrawal liability or City obligations should the CPF experience financial instability;

Whereas, the parties agreed that a discussion of this issue should not impede the parties reaching agreement on the successor agreement; and

Whereas, the parties have agreed that this is a proper subject of a meet and confer process to allow a focused presentation and consideration of information:

Now Therefore, the parties agree that:

1. The Union may request that the City participate in a meet and confer meeting to obtain information regarding potential participation of City employees in the CPF;
2. Such Union request must be made prior to December 31, 2020;
3. Upon such Union request, the City and Union will hold a meeting no later than 30 calendar days following such request to meet and confer on this subject. Said meeting may be held later than 30 calendar days upon mutual agreement of the City and Union;

4. The meet and confer will be held at the Blaine City Hall. The City may have up to three (3) representatives attend this meet and confer and the Union may have up to three (3) representatives attend this meet and confer. In addition to the City and Union representatives noted above, the parties agree that CPF representatives will attend said meet and confer and that their attendance will not count toward the three union representatives. Additionally, the parties agree that the City may have outside benefit representatives attend and that their attendance will not count toward the three union representatives. The parties may mutually agree to additional meetings on this issue.
5. In the event that the City and Union are able to reach agreement on said Memorandum of Agreement, such agreement will be presented to the City Council for formal consideration.
6. In the event that the City does not wish to pursue the meet and confer or consideration of the CPF beyond the meet and confer obligation referenced above, the parties are not able to reach agreement on a resulting Memorandum of Agreement or the City Council does not vote in favor of said Memorandum of Agreement, further discussion will be discontinued.
7. By agreeing to and participating in this process, the City does not waive any City Management Rights and the Union does not waive any of its Rights. Additionally, the agreement to enter into this Memorandum of Agreement or the resulting discussions will not operate to establish any precedent, may not be used to establish past practice and may not be utilized to interpret any provisions of the collective bargaining agreement. For the

City of Blaine:

For International Union of Operating Engineers
Local No. 49:

Michelle A. Wolfe
City Manager

Ron Boesel
Business Representative

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