# LABOR AGREEMENT

**BETWEEN**

**THE CITY OF SHAKOPEE**

**AND**

**MINNESOTA TEAMSTERS**

**PUBLIC AND LAW ENFORCEMENT EMPLOYEES UNION**

**LOCAL NO. 320**

**Public Works**

**Effective January 1, ~~2014~~ 2017– December 31, ~~2016~~2019**

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## ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Shakopee, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, 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 party's 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

2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subd. 14 in an appropriate bargaining unit consisting of the following job classifications:

Mechanic
Maintenance Operator
Mechanic Apprentice

## ARTICLE 3. DEFINITIONS

3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320.

3.2 EMPLOYER: The City of Shakopee

3.3 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320.

3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.

3.5 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowance.

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

3.7 OVERTIME: Any employee working more than 40 hours in a seven day period is to be paid at the overtime rate for the time worked which exceeds 40 hours. Time compensated ~~worked~~ shall include hours actually worked and hours compensated for, including vacation, sick and comp time taken. Payment is not to be made for time that is taken without pay.

3.8 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.

3.9 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensations or the rights, privileges or obligations of employment.

3.10 SEASONAL EMPLOYEES: Employees hired on a temporary, part-time or seasonal basis for the department, may work continuously in this capacity from April to October of each year. Upon completion of work for the department, these employees shall not be eligible for other temporary, and or seasonal employment within the City until April of the next year. Employees employed by the City on a temporary, part-time or seasonal basis will be paid at the rate determined by the Employer for the term of their employment, provided it does not exceed the way of any current bargaining unit member. Such employees shall not be eligible for any benefits under this labor agreement between the employer and the union, except those which may be required by law. Seasonal employees will count toward any payment of lead workers if said payment includes directing seasonal employees.

ARTICLE 4. EMPLOYER SECURITY

4.1 The Union agrees that during the life of this Agreement, it 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.

4.2 Any employee who engages in a strike may have his/her appointment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.

4.3 An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his/her Employer on the date or dates when a strike occurs is prima facia presumed to have engaged in a strike on such date or dates.

4.4 An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the employee shall be on probation for two years with respect to such civil service status, tenure of employment, or contract of employment, as he/she may have therefore been entitled.

4.5 No employee shall be entitled to any daily pay, wages or per diem for the days on which he/she engaged in a strike.

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 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.

5.3 The Employer will meet and confer with the Union over policy changes. In addition, the City will form a Labor/Management Committee to facilitate open communication and cooperation between the city and our unions.

ARTICLE 6. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

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

6.2 Union Representatives. The employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer, in writing, of the names of such Union Representatives and of their successors when so designated, as provided by Section 6.2 of this Agreement.

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

6.4 Procedure. Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure.

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) 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 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 (l0) calendar days following the Employer-designated representative's final Step 2 answer 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 arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971, as

amended. 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.

6.5 Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the terms of this Agreement. The arbitrator shall consider and decide only the specific issue (s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) days following 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, providing that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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

ARTICLE 7. UNION SECURITY

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

7.1 Deduct 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 or a "fair share" deduction, as provided in Minnesota State Statute 179.65, Subd. 2, if the employee elects not to become a member of the Union.

7.2 Remit such deduction to the appropriate designated officer of the Union.

7.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.

7.4 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 8. SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Shakopee. 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 re-negotiated at the written request of either party.

ARTICLE 9. WORK SCHEDULES

9.1 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.

9.2 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 schedule of 6:30 AM to 2:30 PM. The Employer will give two weeks' advance notice to the employees affected by the permanent establishment of workdays different from the employee's normal eight (8) hour workday.

9.3 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~~ the employer is expected to communicate potential upcoming changes to normal work shifts with as much advance notice as possible. 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 circumstances prevent him from so working.

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

ARTICLE 10. OVERTIME

10.1 Overtime, as defined in 3.7, will be compensated at the rate of time and one-half (1 1/2) the employee's base rate of pay. Employees will have their choice of cash or compensatory time off.

10.2 Overtime shall be distributed as equally as practicable using a rotating overtime call list. No prior notice is required for overtime because much of it is of a "call out" nature requiring immediate response.

Overtime will be offered to seasonal employees only if full-time employees are contacted and do not want it.

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

10.4 Employees may maintain a balance of no more than eighty 80 hours of comp time at any one time during the payroll year. Employees may carryover up to 40 hours of accumulated comp time ~~from one payroll year to the next~~, as of July 31 of each year. Any hours of accumulated comp time in excess of 40 hours ~~as of the ending date of the last pay period of the payroll year~~ will be converted into cash, and paid to the employee or deposited in the employee's Post Employment Health Care Savings Plan. The schedule in Appendix D will be used to determine whether the money is paid to the employee or deposited in their HCSP. The conversion will take place once a year on the pay date in August of each year. ~~of the last payroll of the plan year.~~

10.5 In all possible scenarios (which could include planned, unplanned, emergency, etc.) hours in addition to regularly scheduled shifts will be offered to full time bargaining unit members follow the aforementioned process:

Inter-department: The additional hours will first be offered within the department normally functionally responsible for the task needing completion based upon the lowest amount of worked overtime or refused time, also referred to as the "bottom of the list". (Parks, Streets and Shops)

Other departments: Should the employer still need volunteers, the additional hours will next be offered outside the department normally functionally responsible for the task needing completion based upon the lowest amount of working overtime or refused time, also referred to as the "bottom of the list". (Parks, Streets and Shops)

Refusal: Should an employee refuse to work the additional hours, they will be charged with two (2) refused hours that will accumulate the same as and will be considered equal to two (2) hours of overtime for future callout purposes.

Seniority Commencement: Effective January 1st of each year, the list of additional hours will zero out and start over based upon the seniority for the first request to work additional hours.

ARTICLE 11. CALL BACK TIME

An employee who is called in for work at a time other than his normal scheduled shift will be compensated for a minimum of two (2) hours at the rate of time and one-half and will be paid in cash or in compensatory time-off, as determined by the ~~City Administrator~~ Employee.

ARTICLE 12. EARLY CALL-IN PAY

Employees shall receive an additional $4.25 ~~$3.00~~ per hour for all hours worked between midnight and 6:30 a.m. that have not been scheduled at least 48 hours in advance.

ARTICLE 13. LEGAL DEFENSE

12.1 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.

12.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his employment, when such act is performed in good faith and under direct order of his supervisors, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 14. SUBCONTRACTING WORK

Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

ARTICLE 15. DISCIPLINE

15.1 The Employer will discipline employees for just cause only. As an example, discipline can ~~will~~ be in one or more of the following forms:

a) oral reprimand or warning;

b) written reprimand;
c) transfer;
d) suspension;
e) demotion; or
f) discharge.

15.2 Written reprimands, transfers, suspensions, demotions and discharges will be in written form.

15.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the Union will receive a copy of such reprimands and notices. Should discipline or coaching documents be placed in an employee's personnel file, the Employee and the Union will be notified. After two (2) years the document will sunset for progressive discipline purposes and will not be Public Data after the sunset.

15.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

15.5 Discharges will be preceded by a five (5) day suspension, without pay.

15.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

15.7 Grievances relating to this Article shall be initiated by the Union in Step 3 of the Grievance Procedure, under Article VI.

ARTICLE 16. SENIORITY

The City will work with an employee who has been promoted to a position within the City but outside of the bargaining unit, who later expresses a desire to return to the previous job within the bargaining unit, if a vacancy exists within that workplace. However, the right to return to the unit with benefits or seniority based on total time with the City shall expire after one (1) year.

Seniority will be the determining criterion for transfers, promotions, lay-offs, and recalls, only when all other qualification factors are equal. Seniority shall be established based on each employee's length of continuous service in a position represented by the bargaining unit. Recall rights under this provision shall continue for 24 months after the lay-off occurs. Recalled employees shall have 10 working days after notification of recall by registered mail at the employee's last known address to report for work or forfeit all recall rights.

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 twelve (12) month probationary period in any 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. If any employee choses to return to his or her previous position, that employee shall have the right to return, for any reason, within the first twelve months of working in the new position.

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. Safety meetings will be held quarterly.

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 the applicants:

a. Have the necessary qualifications to meet the standards of the job vacancy; and

b. Have the ability to perform the duties and responsibilities of the job vacancy.

19.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article XVI. Probationary Periods.

19.3 The Employer has the right to final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.

19.4 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

Public Works employees shall receive contributions towards health insurance premiums equal to that of non-contract employees. In addition, the City shall provide life, long-term disability and dental insurance equal to that for non-contract employees.

ARTICLE 21. HOLIDAYS

The Employer will provide the following eleven (11) paid holidays:

| | |
|---|---|
| New Year's Day (Jan. 1) | Veterans' Day (Nov. 11) |
| Martin Luther King Day (3rd Mon. in Jan.) | Thanksgiving Day (4th Thur. in Nov.) |
| President's Day (3rd Mon. in Feb.) | Friday after Thanksgiving |
| Memorial Day (Last Monday in May) | Christmas Eve (Dec. 24) |
| Independence Day (July 4) | Christmas Day (Dec. 25) |
| Labor Day (First Monday in Sept.) | |

In addition to the above eleven paid holidays, each employee may take one floating holiday to be taken at the request of the employee and approved by the Employer. Said floating holiday is to be taken as a holiday during the current year and cannot be carried over to the next year.

In calendar years during which December 24 and/or December 25 fall on a weekend, the Christmas Eve holiday shall be converted to a second floating holiday to be taken on a day of the employee's choice as approved by their supervisor.

An employee required to work on a holiday shall be paid or receive compensatory time at the rate of one and one-half (1 1/2) times the employee's base pay, plus the employee's regular rate of pay for the holiday.

ARTICLE 22. VACATIONS

Vacation leave shall be earned by the employee at the following rate:

| | |
|---|---|
| 0 - 5 years of employment | 10 days |
| 6 - 15 years of employment | 15 days |
| 16-20 years of employment | 20 days |
| 21 & over years of employment | 1 additional day per year up to 25 days at 25 years |

Employees who have 0-15 years employment may accumulate no more than 240 hours of vacation leave. Employees who have 16 or more years of employment may accumulate no more than 360 years of vacation leave. An employee who is separated for any reason shall be paid for any accumulated vacation leave, provided however, that should an employee resign without giving two (2) weeks written notice, and except for reasons of ill health, he or she shall forfeit his right to all accumulated vacation leave.

Between the observed holidays of Thanksgiving to Easter, the employer may limit absences from the work site. Four (4) bargaining unit members may be absent on any given day, unless management authorizes additional absences due to unusual circumstances or optional weather forecasts.

ARTICLE 23. SICK LEAVE

An employee shall accumulate sick leave at the rate of eight (8) hours per month to a maximum of nine hundred and sixty (960) hours.

The City shall keep track and notify employees who have not accrued the full amount of sick leave for the year (8 hours per month x 12 months = 96 hours) as a result of being at the 960 hour limit. Employees shall receive this notification by November 15 of each year. Those employees shall have the option to receive one (1) hour of pay, one (1) hour of vacation, one (1) hour paid into their HSA, one (1) hour into their deferred compensation account, or one (1) hour into the employee's Health Care Savings Plan (HCSP) for every three (3) hours of sick leave that they would have accrued had they not been at the limit. Such conversion shall be limited to 60 hours of sick leave and must be requested, in writing, by December 1. The conversion shall be reflected in the final payroll of the year. Hours not requested to be converted shall be forfeited.

Other provisions applicable to non-contract employees, as established by the City Administrator shall also be applicable.

ARTICLE 24. FUNERAL LEAVE

Funeral leave for immediate family not to exceed three (3) days will be allowed by the City. Such funeral leave shall not be chargeable to sick leave, but instead shall be a separate bereavement leave. If more than three (3) days are required, the Employee may choose to deduct the extra three (3) from either vacation leave, comp time, or accumulated sick leave.

Funeral leave may be granted for the death of the spouse, death of any relative residing permanently with and dependent upon the employee, or death of any child, parent, sibling, grandparent, or grandchild of the employee or of the employee's spouse.

ARTICLE 25. SEVERANCE PAY

An employee who was a full time employee of the City before January 1, 1980 or who has completed five (5) full years of full time employment with the City of Shakopee and who is separated from his/her position by retirement, discharge, or resignation shall receive a lump sum payment, an amount to equal forty-five percent the value of all accumulated sick leave calculated on the basis of his/her current salary or wage scale, provided that should any employee resign without giving two weeks written notice, except for reasons of ill health, he/she shall forfeit his/her right to all accumulated sick leave.

ARTICLE 26. POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN

Employees covered under this contract shall be enrolled in the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP). The City shall contribute $325 per month to each employee's HCSP, and automatically deposit a percentage of each employee's regular pay, severance pay and comp time buy back, as outlined in Appendix D.

ARTICLE 27. INJURY ON DUTY

Employees injured while on duty, through no fault of the employee, shall be paid the difference between the employee's regular rate of pay and workers compensation benefits for a period not to exceed twenty-five (25) working days, in accordance with guidelines set forth in M.S. 176.021, Subd. 5.

ARTICLE 28. COVERALLS/UNIFORMS/FOOTWEAR

28.1 The City of Shakopee shall provide one (1) set of coveralls, one (1) winter coat, one (1) set of rain gear, high-visibility shirts, and other safety items ~~as needed for each Street and Park employee as determined by the City Administrator.~~ as needed for each maintenance operator and mechanic, upon approval of the Public Works Superintendent.

28.2 For the duration of this agreement the City of Shakopee will pay 100% of the cost of weekly uniform rental with laundering ~~for five (5) uniforms in, five (5) out, one (1) on the shelf and two (2) jackets for the City Mechanic(s). The City of Shakopee will also pay l00% of the cost of weekly uniform rental for maintenance workers to include five (5) uniforms in, five (5) uniforms out, one (l) on the shelf and two (2) jackets.~~ for maintenance operators and mechanics for up to ten (10) items in, ten (10) items out, and two (2) on the shelf (being worn). Employees may choose a combination of pants, jeans, shorts, short sleeved shirts and long-sleeved shirts that will best meet their individual work needs. Employees are responsible to report any requests, changes, or errors to the Public Works Superintendent immediately.

28.3 The City of Shakopee shall provide up to $175~~50~~ per year toward the purchase of work shoes, ~~or~~ boots, or footwear accessories. An itemized receipt must be submitted in order to receive the reimbursement. Footwear purchased with these funds must meet OSHA requirements for the individual's regular job duties. If the desired shoe/boot/accessory costs more than the City's allowance, the employee shall be responsible for the difference.

New employees starting prior to July 1 shall be provided with the allowance upon the start of work. Employees starting after July 1 of a given year shall not be eligible for a boot allowance until the first quarter of the following year.

ARTICLE 29. REPLACEMENT

The Employer shall provide reimbursement/replacement of personal property such as glasses when accidentally damaged while on duty. The Employee must submit a written claim within a reasonably prompt time after the incident. Such claim must be verified by the Supervisor.

ARTICLE 30. REQUIRED LICENSES

The City will pay the difference between a standard driver's license, and CDL driver's license, with required endorsements at the time of renewal.

ARTICLE 31. WAGES

The wage rates to be paid ~~in 2014, 2015 and 2016~~ shall be as shown in Appendix A. Each year of the contract, the wage scale will increase across the board three percent (3%). Employees will also receive a step increase on their anniversary date, provided the employee is not at the top step and there is movement on the scale.

31.2 Temporary Lead Assignment: Employees assigned by the Employer as a Temporary Lead shall be paid $1.50 per hour in addition to their base rate of pay for the hours worked in this position. Assignments shall be for a minimum period of 2 hours. The position shall be assigned at the sole discretion of the Employer.

31.3 Me Too: In the case that non-union employees of the City receive an annual Cost of Living Adjustment during the course of this agreement that is in excess of the three percent (3%) increases provided for in this agreement, Appendix A shall be adjusted to provide an equal increase to employees covered under this agreement.

31.4 Re-opener: In the case that the City completes a general wage study, market study, organizational study, compensation study, classification study, or any other similar type of research during the time period covered by this contract, and that the study supports a wage change for employees covered in this contract, both the City and the Union shall agree to re-open this article and the corresponding Appendix for negotiation.

ARTICLE 32. LICENSURE / CERTIFICATION PAY

The City of Shakopee and the Union recognize that education and training improve the quality of the workforce and the level of service provided to the public. Therefore, the City shall provide premium pay to those employees receiving specified licenses or certificates, as outlined in Appendix B.

Premium pay is added to base pay after all other considerations are made. Any employee eligible for premium pay as a result of obtaining one of the specified licenses or certifications shall not be entitled to pyramid said payments in excess of $2.00 per hour.

ARTICLE 33. RESPONSE TIME REQUIREMENT

All employees hired after December 31, 2013 will be required to reside within thirty (30) minutes (weather and traffic permitting) of the Public Works building by the end of their probationary period. If the employer and employee agree to modify the above time line it must be in writing with a copy distributed to the City Administrator and the Union.

ARTICLE 34. WAIVER

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

32.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate,

regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed.

ARTICLE 35. MEET AND CONFER

The City and Union agree to meet and confer regarding items of concern (non-negotiable items) that are brought forth by the Union and the City.

ARTICLE 36. DURATION

This Agreement shall be effective as of January 1, 2017 and shall remain in full force and effect until December 31, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2017 .

FOR THE CITY OF SHAKOPEE FOR MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320

| | |
|---|---|
| _____ | _____ |
| Mayor | Local 320 Representative |
| _____ | _____ |
| City Administrator | Union Steward |
| _____ | _____ |
| City Clerk | Union Steward |

## APPENDIX A

| Maintenance Operator | 80% | 85% | 90% | 95% | 100% |
|---|---|---|---|---|---|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 3% increase -- 12-26-2016 | $22.99 | $24.43 | $25.86 | $27.30 | $28.74 |
| 3% increase --12-25-2017 | $23.68 | $25.16 | $26.64 | $28.12 | $29.60 |
| 3% increase-- 12-24-2018 | $24.39 | $25.91 | $27.44 | $28.96 | $30.49 |

| Lead Maintenance Operator | Single Step |
|---|---|
| 3% increase -- 12-26-2016 | $31.47 |
| 3% increase --12-25-2017 | $32.41 |
| 3% increase -- 12-24-2018 | $33.38 |

| Mechanic | 80% | 85% | 90% | 95% | 100% |
|---|---|---|---|---|---|
| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 3% increase -- 12-26-2016 | $24.50 | $26.04 | $27.56 | $29.10 | $30.63 |
| 3% increase -- 12-25-2017 | $25.24 | $26.82 | $28.39 | $29.97 | $31.55 |
| 3% increase -- 12-24-2018 | $26.00 | $27.62 | $29.24 | $30.87 | $32.50 |

| Lead Mechanic | Single Step |
|---|---|
| 3% increase -- 12-26-2016 | $33.36 |
| 3% increase -- 12-25-2017 | $34.36 |
| 3% increase -- 12-24-2018 | $35.39 |

## APPENDIX B

Licensure & Certification Pay

The Employer shall provide the following premium pay to those employees receiving additional licensure or certification related to their position:

I. Maintenance Operators

A. Public Works Certificate
--American Public Works Association (APWA), Minnesota Chapter Public Works Certificate $0.75 / hour premium

B. Waste Water Licensure
--Class SC Waste Water $0.25 / hour premium
--Class SB Waste Water $0.50 / hour premium

C. Fertilizer/Chemical Applicator License $0.50 / hour premium
D. Playground Inspector Certification $0.50 / hour premium

II. Mechanic

A. Mechanics Test Series $0.80 / hour premium
--Successfully pass 8 tests in the (combined) Medium/Heavy Truck and Automotive Test Series, thereby attaining Master Mechanic status. City shall have final approval on qualifying licenses.

B. DOT Inspector Certification $0.50 / hour premium

Employees shall consult their supervisor prior to obtaining any of the above listed licenses or certifications, to determine whether the City has a need for additional employees with a particular license or certification. The City has sole authority to determine how many employees with a given license or certificate are needed for the successful operation of the Department, and shall provide premium pay only to that number of employees. However, there shall be no limit on the number of Maintenance Operators that may obtain a Public Works Certificate and the resulting premium pay.

If there are more employees interested in obtaining a license or certificate than the City has a need for, the individual(s) with the most seniority will be given the opportunity over other equally qualified candidates. However, once an employee has successfully obtained a given license or certificate and is regularly assigned to perform the related work, they cannot be bumped from that position and the corresponding premium pay by a more senior employee wishing to obtain the license or certificate and subsequent premium pay.

In addition to successfully obtaining the license or certificate, the employee must be regularly assigned to work in an applicable position. “Regularly assigned” is defined as at least 6 months per year for item B and at least 3 months per year for C.

** See Article XXXI for additional relevant terms.

## APPENDIX C

## POST EMPLOYMENT HEALTH CARE SAVINGS PLAN (HCSP)
## CONTRIBUTION SCHEDULE FOR Teamsters, Local 320 MEMBERS

| Years of Service with the City of Shakopee | Hire – 1 yr. | Beginning 2 through 6 ys. | Beginning 7 through 15 yr. | Beginning 16 thru 24 yr. | Beginning 25th yr. + |
|---|---|---|---|---|---|
| % of payroll contribution | 0% | 2 ~~0.5~~% | 3 ~~2~~% | 4 ~~2.5~~% | 5 ~~3~~% |
| City Contribution | $35 per month | $35 per month | $35 per month | $35 per month | $35 per month |
| End of Year Buy Back of Comp Time | 0% | 100% of hours in excess of 40 | 100% of hours in excess of 40 | 100% of hours in excess of 40 | 100% of hours in excess of 40 |
| % of Severance Pay* | NA | NA | 100% | 100% | 100% |
| Accrued Vacation at the Time of Departure | 0% | 0% | 50% | 50% | 100% |
| Accelerated Sick Leave Payout | NA | NA | NA | 100% | 100% |
| Sick time accrued above the max cap (cash, HSA or HCSP | NA | NA | 100% | 100% | 100% |

* Severance Pay as defined in the City of Shakopee Personnel Handbook

Accelerated Sick Leave Severance Payout

The City of Shakopee appreciates employees, who through long-term service and dedication, contribute to making the city a successful and positive service provider. In recognition thereof, the City acknowledges such long-term service by providing an accelerated sick leave payout formula listed below if the employee meets all the following conditions:

- Full-time or part-time benefit-eligible employee with the City of Shakopee for 15 continuous years or more.
- Employee must reach the age (usually age 55, as governed by Minnesota Statutes, 2004, 353.29 and related chapters) and service requirements to be qualified for retirement under PERA.
- Employee is separating employment in good standing.
- The percentage of the severance pay-out shall be based on a maximum of 960 hours of accumulated sick leave calculated on the basis of the employee's current annual base pay.
- The accelerated severance payment will be deposited in the employee's HCSP account not later than the first regularly scheduled payday following the employee's final day of employment.

| Completion of Continuous Service With the City of Shakopee | Step-up Payout formula |
|---|---|
| 15 years | 55% |
| 16 years | 57% |
| 17 years | 59% |
| 18 years | 61% |
| 19 years | 63% |
| 20 years | 65% |
| 21 years | 67% |
| 22 years | 69% |
| 23 years | 71% |
| 24 years | 73% |
| 25 years | 75% |

Anniversary date of full-time employment or part-time benefit-eligible date is used to compute years of service with Shakopee.