

LABOR AGREEMENT

between the

CITY OF BROOKLYN PARK

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE)

Local No. 49

AFL - CIO

January 1, 2020 – December 31, 2021

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LABOR AGREEMENT
between
THE CITY OF BROOKLYN PARK
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 Brooklyn Park, hereinafter called the EMPLOYER, and Local No. 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 job classifications listed below whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 100 work days per year, excluding supervisory, confidential, and all other employees: public employees as defined by the Public Employee Labor Relations Act (PELRA) in the following job categories:

- | | |
|-------------------------|----------------------------|
| Public Service Worker I | Public Service Worker II |
| Fleet Mechanic | Lead Public Service Worker |
| Seasonal Worker | Water Plant Operator |

ARTICLE 3 DEFINITIONS

- 3.1 Union: The International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 3.2 Employer: The City of Brooklyn Park.
- 3.3 Union Member: A member of the International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 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 Seasonal Employee: An EMPLOYEE who works in a position that is between April 1 through October 31. The start date of a seasonal EMPLOYEE shall be determined by each division. The EMPLOYER agrees to notify the UNION when a seasonal EMPLOYEE exceeds sixty-seven (67) working days or one hundred (100) working days for a student. The rate of pay for Seasonal Employees shall be in accordance with the Seasonal/Temporary Pay Plan established by the City Council. Seasonal Employees shall be covered only by those provisions of the Contract relating to: Work Schedule and Overtime Pay.
- 3.7 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.
- 3.8 Severance Pay: Payment made to an employee upon honorable termination of employment.
- 3.9 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 (except for shift changes).
- 3.10 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 4 SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Brooklyn Park. 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 provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 5 UNION SECURITY

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

- 5.1 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.
- 5.2 Remit such deduction to the appropriate designated officer of the UNION.
- 5.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 5.4 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 6 EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in, or support any strike, slow down, other interruption of, or interference with the normal functions of the EMPLOYER.

ARTICLE 7 EMPLOYER AUTHORITY

- 7.1 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.
- 7.2 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 8 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 8.1 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.
- 8.2 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.

8.3 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.

8.4 Procedure: Grievances, as defined by Section 8.1, 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, 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. 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 in Step 4 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.

8.5 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, 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 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.

8.6 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 agreement of the EMPLOYER and the UNION.

8.7 Choice of Remedy: If, as a result of the 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 this ARTICLE or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of this ARTICLE, the grievance is not subject to the arbitration procedure as provided in Step 5 of this ARTICLE.

The aggrieved employee shall indicate in writing which procedure is to be utilized-- Step 5 of this ARTICLE 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 this ARTICLE.

ARTICLE 9 SENIORITY

- 9.1** Seniority will be the determining criterion for transfers, promotions and lay offs only when all job-relevant qualification factors are equal.
- 9.2** Seniority will be the determining criterion for recall. Recall rights under this provision will continue for thirty-six (36) 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.
- 9.3** Laid off employees shall be offered the right of first refusal for any available seasonal/temporary position. Employee refusal to accept a seasonal/temporary position does not diminish recall rights.
- 9.4** In the event of a layoff, the Employer will provide a two (2) week advance notice to the affected employee(s) and the UNION.

ARTICLE 10 DISCIPLINE

- 10.1** The EMPLOYER will discipline employees only for just cause.
- 10.2** An employee(s) will not be required to participate in an investigatory 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 third party or the Union Representative present at the interview to act as witness for the employee(s).
- 10.3** The EMPLOYER shall provide the UNION with a copy of all written warnings and suspensions.

ARTICLE 11 PROBATIONARY PERIODS

- 11.1** All newly hired or rehired employees will serve a twelve (12) month probationary period.
- 11.2** All employees will serve a twelve (12) months probationary period in any job classification in which the employee has not served a probationary period.
- 11.3** At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 11.4** A promoted or reassigned employee may be demoted or reassigned to the employee's previous position at any time during the probationary period at the sole discretion of the EMPLOYER.

ARTICLE 12 WORK SCHEDULES

- 12.1** The sole authority for 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.
- 12.2** 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.
- 12.3** 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.
- 12.4** Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays.
- 12.5** An EMPLOYEE assigned to and living at Eidem Farm shall be assigned a temporary seven (7) day work week to include an eight (8) hour work schedule, Monday –Thursday, a six (6) hour work schedule on Friday, and a one (1) hour work schedule on Saturday and Sunday.

ARTICLE 13 WAGES

- 13.1** The following wage schedule will be in effect January 1, 2020 through the last payroll period in 2020.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	86.00%	89.50%	93.00%	100.00%	103.00%	106.00%	110.50%
496	\$24.77	\$25.78	\$26.79	\$28.81	\$29.67	\$30.53	\$31.83
497	\$26.76	\$27.85	\$28.94	\$31.12	\$32.06	\$32.99	\$34.39
498	\$28.76	\$29.93	\$31.10	\$33.44	\$34.44	\$35.44	\$36.95

The following wage schedule will be in effect January 1, 2021 through the last payroll period in 2021.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	86.00%	89.50%	93.00%	100.00%	103.00%	106.00%	110.50%
496	\$25.52	\$26.55	\$27.59	\$29.67	\$30.56	\$31.45	\$32.79
497	\$27.57	\$28.69	\$29.81	\$32.06	\$33.02	\$33.98	\$35.42
498	\$29.62	\$30.83	\$32.03	\$34.44	\$35.47	\$36.51	\$38.06

- 13.2** All employees identified in 13.1 will be eligible to move to the top of the range based on satisfactory performance and achievement of the minimum qualifications for each step, based upon performance criteria established by the joint labor / management committee. The sole authority for determining whether an employee shall receive a step increase shall be the EMPLOYER. Movement from step 1 to step 2 will take place six months after being placed in step 1. Movement from step 2 to step 3 will take place six months after being moved to step 2. Movement from step 6 to step 7 will take place six months after being moved to step 6.
- 13.3** Employees rated "unsatisfactory" on their annual performance evaluation shall be reevaluated six (6) months from the date of the unsatisfactory rating.
- 13.4** The EMPLOYER will reimburse the difference between a Class D and Commercial Driver's License (CDL) for each employee required by the EMPLOYER to hold a CDL.

ARTICLE 14 VACATION

- 14.1** Each person employed on a full-time basis in a continuing position in city service shall earn vacation with pay at the rate of pay for the position and step to which the employee is assigned. Vacation leave shall not be earned by employees on a part-time, student, intermittent, or temporary basis.
- 14.2** Layoffs, suspensions, unauthorized leaves, or leaves of absence without pay shall not be counted in computation of full payroll period or periods of continuous service. If an employee is being paid for less than the full payroll period, vacation accruals shall be lost during that payroll period.
- 14.3** Vacation earned shall not exceed one hundred sixty hours (160) per year and shall not be accumulated in excess of two hundred forty hours (240) unless the employee is participating in the Retiree Health Savings Plan (RHSP), then vacation hours earned in excess of two hundred forty (240) hours will be paid into the RHSP on the final pay date in December. The city will discuss changes to the vacation accrual policy and will apply any council-approved improvements to this contract.

<u>Years of Service</u>	<u>Vacation Hours Earned Per Year</u>
0 - 5	80 Hours
6 - 10	120 Hours

11	128 Hours
12	136 Hours
13	144 Hours
14	152 Hours
15	160 Hours

ARTICLE 15 SICK LEAVE

- 15.1** Sick leave shall be a benefit provided to each person employed on a regular full-time basis in a continuing position in city service at the rate of pay for the position and step to which the employee is assigned. Sick leave shall not be granted to employees on a part-time, student, or temporary basis. Layoffs, suspensions, unauthorized leaves or leaves of absence without pay shall not be counted in computation of a full payroll period or periods of continuous service. If an employee is being paid for less than the full payroll period, sick leave accruals shall be lost during that payroll period. One work day of sick leave shall be granted for each full calendar month of employment. Unused sick leave shall have no maximum accrual. Additions to or deductions from each employee's sick leave account shall be made per payroll period.
- 15.2** Employees who reach a sick leave bank of 720 hours shall convert additional sick leave accrual as follows: 1/2 to remain as sick leave and 1/2 to be converted to vacation.

ARTICLE 16 PARENTAL LEAVE

State and federal law provide for parenting leave. In addition, the City provides eligible employees with two weeks of paid parenting leave under the conditions adopted by City Council and outlined in the Parental Leave Policy in the Employee Handbook, as amended.

ARTICLE 17 HOLIDAYS

17.1 There are a total of twelve (12) paid holidays per year. They are:

<u>Date</u>	<u>Holiday</u>
**One (1) day of your choice	Floating
*January 1	New Years Day
3rd Monday in January	Martin Luther King, Jr. Day
3rd Monday in February	Presidents Day
Last Monday in May	Memorial Day
*July 4	Independence Day
1st Monday in September	Labor Day
*November 11	Veterans Day
4th Thurs. & Fri. in November	Thanksgiving
***December 24	Christmas Eve
*December 25	Christmas Day

**All permanent employees are permitted one (1) additional leave day or floating holiday each year. The request for leave must be approved in advance by an employee's department head. This additional leave day becomes available on January 1 of each year and cannot be carried over or accumulated if not taken during the same calendar year.

*If the holiday falls on a Saturday, employees will get Friday off; if it falls on Sunday, employees will get Monday off.

***If December 24 (Christmas Eve) or December 25 (Christmas Day) falls on a Saturday or Sunday, an employee shall be permitted one floating holiday for the Christmas Eve holiday to be used between October 1 and by December 31 of the calendar year. The request for leave must be approved in advance by an employee's department head.

17.2 Employees assigned to work a shift of other than eight (8) hours shall receive Holiday pay and use Holiday leave on an hour for hour basis.

ARTICLE 18 OVERTIME PAY

18.1 Hours worked in excess of 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 will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate.

18.2 Employees assigned to the classification of Water Plant Operator shall be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Shift changes do not qualify an employee for overtime.

18.3 Overtime will be distributed as equally as practicable.

18.4 Overtime refused by employees will for record purposes under Section 18.3 of this ARTICLE be considered as unpaid overtime worked.

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

18.6 An employee may choose to accrue compensatory (comp) time at the rate of one and one-half (1.5) hours for each overtime hour worked. Annual accrual shall not exceed fifty-seven (57) hours. Accrued comp time cannot be carried over from one calendar year to the next. Use of comp time shall be consistent with the use of vacation time with supervisor approval. Accrued comp time may be converted to pay at any time during the calendar year only if the fifty-four (54) hour maximum is achieved and the total maximum accrual is converted to pay. Comp time not taken by the end of the last pay period in December shall be converted to pay and paid the final pay date in December.

*TWB 12/10/11
WY 12/10/12
CS 12/10/19
mgy 12-10-19*

ARTICLE 19 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 (1-1/2) times the employee's base pay rate.

ARTICLE 20 JURY DUTY PAY

Any employee who is called to and reports for jury duty shall be paid for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work, an amount equal to the difference between the employee's regular standard time rate and the daily jury duty paid by the court (not including travel allowance).

ARTICLE 21 BEREAVEMENT PAY

When necessary and upon approval by the EMPLOYER, up to five (5) days of sick leave with pay will be granted due to the death of an immediate family member or household member. Immediate family member includes: employee's spouse, parent, child, or sibling; the employee's spouse's parent, child, or sibling; the employee's brothers and sisters in-law; the employee's child's spouse; grandparents or grandchildren. The term "household member" includes any person who shares a significant relationship with the employee, and who resides in the same household as the employee. The city will discuss changes to the bereavement policy and will apply any council-approved improvements to this contract

ARTICLE 22 SEVERANCE PAY

Severance pay in the amount of fifty percent (50%) of accumulated sick leave not to exceed a maximum of sixty (60) days shall be paid to all employees leaving employment in good standing after one year. Employees who are laid off shall receive fifty percent (50%) of accumulated sick leave, not to exceed a maximum of one hundred twenty (120) days.

ARTICLE 23 INJURY ON DUTY

The EMPLOYER will allow an employee on Workers' Compensation to make up the difference between Workers' Compensation and his normal rate of pay by drawing on his accumulated sick leave. The difference paid by the EMPLOYER shall be pro-rated on the difference between the employee's gross hourly salary and Workers' Compensation, and that number of hours will be charged against the employee's accrued sick leave.

If the City Manager determines that the injury was incurred through no negligence of the injured employee, the employee shall receive supplementary payments from the EMPLOYER (not charged to sick leave) to make up the difference between Workers' Compensation and his normal rate of pay. The supplementary payments from the EMPLOYER will begin on the sixth working day of absence due to injury on duty. Supplementary payments shall be based on salary at the time of injury and shall be paid for a maximum period not to exceed sixty (60) working days. Employees drawing Workers' Compensation benefits will not receive supplementary IOD pay or sick leave pay, which provides for more after tax, take-home pay than the employee made while working.

ARTICLE 24 STANDBY PAY

24.1 Employees serving in a “standby” status shall be paid:

- one (1) hour at one and one-half (1.5) times their hourly base rate for each weekday on standby; and,
- two (2) hours at one and one-half (1.5) times their hourly base rate for each Saturday and Sunday on standby; and,
- two (2) hours at one and one-half (1.5) times their hourly rate for each City recognized holiday, excluding floating holidays, on standby.

24.2 Within a two-year period the following shall apply when an employee fails to respond to a call without just cause while on Standby Duty (each failure to respond listed below represents a separate call event):

1st Failure to Respond - forfeiture of one-third standby pay; employee remains on Standby Duty for duration of scheduled period.

2nd Failure to Respond - forfeiture of one-third standby pay; employee remains on Standby Duty for duration of scheduled period; employee may receive a two-day suspension.

3rd Failure to Respond - forfeiture of one-third standby pay; employee remains on Standby Duty for duration of scheduled period; employee may receive a five-day suspension.

4th Failure to Respond - forfeiture of entire standby pay; employee may be terminated.

ARTICLE 25 EDUCATION COMPENSATION

Employees will be reimbursed for one hundred percent (100%) of the cost incurred for the payment of tuition, fees, and text books required in the attendance of job-related courses provided that:

- A. The course has been approved by the City Manager and department director prior to registration for, or participation in, the course.
- B. The employee has submitted a certified fee statement for payment of tuition, fees, and purchase of text books.
- C. The employee must show proof of satisfactory completion of the course.
- D. The attendance of the employee at course sessions has been satisfactory.

ARTICLE 26 INSURANCE

26.1 The EMPLOYER will make the following monthly contribution for health, dental and life insurance:

Effective January 1, 2021, any overall increase or decrease to the premium costs will be added or subtracted to the contribution amounts at a rate of sixty (60) percent for EMPLOYER and forty (40) percent for EMPLOYEE for single health plan options.

Effective January 1, 2021, any overall increase or decrease to the premium costs will be added or subtracted to the contribution amounts at a rate of sixty (60) percent for EMPLOYER and forty (40) percent for EMPLOYEE for single plus 1 health plan options.

Effective January 1, 2021, any overall increase or decrease to the premium costs will be added or subtracted to the contribution amounts at a rate of sixty (60) percent for EMPLOYER and forty (40) percent for EMPLOYEE for family health plan options.

- 26.2** Employees choosing single coverage may be covered at EMPLOYER expense for additional life insurance offered as a part of the EMPLOYER'S plan or through the Public Employer's Retirement Association (P.E.R.A.).

ARTICLE 27 LEGAL DEFENSE

- 27.1** 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 EMPLOYER.
- 27.2** An employee charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of 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 28 RIGHT OF SUBCONTRACT

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

ARTICLE 29 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 30 SAFETY EQUIPMENT

As of January 1 of each year, the allotted amount for safety shoes will increase by the cost of living adjustment (COLA) agreed upon for wages

The EMPLOYER will contribute up to two hundred seventeen dollars (\$217.00) on January 1, 2020 and two hundred twenty-four dollars (\$224.00) on January 1, 2021 as needed for the first pair and subsequent replacement of safety shoes. Any other safety equipment required by the EMPLOYER will be furnished by the EMPLOYER.

ARTICLE 31 JOB POSTING

31.1 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:

31.1.1 Have the necessary qualifications to meet the standards of the vacancy; and

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

31.2 Employees filling a higher job classification based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE 11 PROBATIONARY PERIODS.

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

31.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so members of the bargaining unit can be considered for such vacancies.

ARTICLE 32 UNIFORMS

The EMPLOYER will furnish and maintain uniforms to employees of the bargaining unit free of charge to the employee. The EMPLOYER reserves the right to select the type of uniform to be furnished.

ARTICLE 33 DRIVERS TRAINING

Any EMPLOYEE who is employed as an intermittent/seasonal employee in the capacity of Additional Programs - Driving Instructor, shall be compensated at a mutually agreed upon hourly rate that is not less than the employee's regular rate of pay for all hours served in the capacity of Driving Instructor. The compensation shall be separate from, and not in addition to, the employee's regular rate of pay. The Driving Instructor intermittent/seasonal position is only available to regular full time employees who must apply for the position and meet minimum qualifications prior to the selection and placement process.

ARTICLE 34 WAIVER

34.1 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.

34.4 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 35 RETIREE HEALTH SAVINGS PLAN

The EMPLOYER will establish and allow EMPLOYEES to participate in a Retiree Health Savings Plan with the following employee contributions:

- A. Vacation accrued over two hundred forty hours (240) in accordance with ARTICLE XIV.


ARTICLE 36 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 2021. The changes negotiated have been incorporated into the body of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____, 2019.

For the **City of Brooklyn Park:**


_____, Mayor


_____, City Manager

For the **International Union of Operating Engineers, Local 49, AFL-CIO:**

_____, Business Manager

_____, Business Representative


_____, Union Steward


_____, Union Steward


_____, Union Steward


_____, Union Steward