



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: Dan Wietecha, City Administrator
Date: August 21, 2023
Item: 2024-2026 Local 49ers Union Contract

Council Action Requested:

Approve the 2024-2026 union contract for Local 49ers.

Background Information:

It is recommended that the Council approve the 2024-2026 collective bargaining agreement for the Local 49er's union. The contract term is for January 1, 2024 – December 31, 2026.

Proposed changes include:

- 4.0% cost of living adjustment on January 1, 2024, and 3.5% on January 1, 2025 and January 1, 2026.
- Increase Stand-by pay by \$5.00.
- Note that employer will cover costs of required training.
- Adjust maximum vacation accrual amount.
- Incorporate wage study and city policy update MOU language into contract.
- Renewal of Memorandum of Understanding for Commercial Driver's License.
- Renewal of Memorandum of Understanding for Alternative Work Week.

All other provisions of the contract will remain unchanged.

Financial Impact:

Wage adjustments and stand-by pay are included in the 2024 budget.

Advisory Commission Discussion:

N/A

Council Committee Discussion:

N/A

Attachments:

International Union of Operating Engineers Local No. 49 Collective Bargaining Agreement

LABOR AGREEMENT

Between

CITY OF HASTINGS

And

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 49**



Effective January 1, 2024 through December 31, 2026

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LABOR AGREEMENT
Between
THE CITY OF HASTINGS
And
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 49

Article I – Purpose of Agreement

This Agreement is entered into between the City of Hastings hereinafter called EMPLOYER, and Local No. 49, International Union of Operating Engineers 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 II - Recognition

The EMPLOYER recognizes the UNION as the exclusive representative for all employees of the City of Hastings Public Works, Parks, TRAC, and Facilities Maintenance departments who are public employees within the meaning of Minnesota Statute, 179A.03, Subd. 14, excluding clerical, supervisory, and confidential employees.

Article III – Union Security

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

- 3.1 Request for Dues Checkoff—The Employer agrees that it will make deductions from each paycheck covering membership dues and initiation fees that may hereafter become due to the union for any of the employees covered under this agreement; provided the Union requests such deductions and accompany such requests with properly and legally executed assignments authorizing such deductions in accordance with applicable law. The Union will inform the Employer as to the amount of membership dues and initiation fees. Initiation fees, dues, other assessments or Fair Share Fee in accordance with M.S. 179.55, Subd. 2 shall commence no later than 31 days from the date of employment.
- 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 IV – 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 any other interruption of or interference with the normal functions of the EMPLOYER.
- 4.2 Any employee who engages in a strike may have their 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 their work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from their EMPLOYER on the date or dates when a strike occurs is prima fascia 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 reemployed, but the employee shall be on probation for two (2) years with respect to such civil service status, tenure of employment, or contract of employment, as they may have theretofore 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 V – 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, 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 VI – 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.
- 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 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.
- 6.4 **Procedure**—Grievances, as defined by Section 6.1 shall be resolved in conformance with the following procedures:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within ten (10) 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 five (5) 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 five (5) 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 five (5) 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 five (5) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) calendar days following the EMPLOYER designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the UNION within five (5) 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 five (5) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within five (5) 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 five (5) calendar days shall be considered waived.

Step 4. If the grievance is still unsettled, the UNION may within ten (10) calendar days after the reply of the Step 3 Representative was due, by written notice to the EMPLOYER, petition the Bureau of Mediation Services for assistance in settling through mediation. If either party determines during the mediation process that further mediation would serve no purpose, the UNION within ten (10) calendar days by written notice to the EMPLOYER, may request arbitration of the dispute.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. 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 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 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 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.

- 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 agreement of the EMPLOYER and the UNION.

6.7 **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 V or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment.

If appealed to any procedure other than Step 5 of ARTICLE V the grievance is not subject to the arbitration procedure as provided in Step 5 of ARTICLE V.

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

Article VII - Definitions

7.1 **Union:** The International Union of Operating Engineers, Local No. 49,.

7.2 **Employer:** The individual municipality designated by this AGREEMENT.

- 7.3 **Union Member:** A member of the International Union of Operating Engineers, Local No. 49.
- 7.4 **Employee:** A member of the exclusively recognized bargaining unit.
- 7.5 **Base Pay Rate:** The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 7.6 **Seniority:** Length of continuous service with the EMPLOYER.
- 7.7 **Severance Pay:** Payment made to an employee upon honorable termination of employment.
- 7.8 **Strike:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.

Article VIII – 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 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 IX – Work Schedules, Overtime/Compensatory Time

9.1 Work Schedules

- A. 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.
- B. 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. - 3:00 p.m. day.
- C. Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays.
- D. In order that emergency work is done effectively and safely, the EMPLOYER reserves the right to work with different departments for backup purposes, such as snow removal; flood conditions, tree damage, etc. The EMPLOYER agrees to pay higher hourly rates when appropriate. All extra time shall be overtime and not compensatory time. In the case of snow removal, a minimum training period shall be 8 hours whereby backup personnel will be trained by Street Department personnel. It is also not the intent to take overtime from one group to give to another.

9.2 Work Schedule Changes

1. The EMPLOYER will give seventy-two (72) hour advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
2. 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.
3. **Winter Season Snow or Ice Removal**—During the period of November 15 to March 15, if work is required because of snow or ice removal, the employee may be required to report early with no advance notice given. Snow removal on Saturday will be paid at the overtime rate. (this provision shall be effective December 31, 2010)
4. The employer shall provide the employees with the opportunity to work an additional two hours of overtime, and each employee has an obligation to work overtime if requested, unless unusual circumstances prevent them from so working. In cases where an employee reports early to remove snow or ice and subsequently works overtime during that same shift, the first hour of overtime worked shall be taken as pay. If an employee is required to work more than one hour of overtime that same day, those additional hours may be taken as either compensatory time or overtime pay.
5. In situations where additional hours outside the normal work are prescheduled, employees will be allowed to switch shifts with other qualified employees, provided the switch does no result in any additional premium and/or overtime pay.

9.3 Overtime Pay [Except for Shift Changes]

- A. **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.
- B. 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 them from so working.
Scheduled overtime such as work by the utilities personnel will not be included in this one and one-half (1-½) times rate of pay provision.
- C. Overtime will be distributed as equally as practicable.
- D. Overtime refused by employees will be considered as unpaid overtime worked for record purposes
- E. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- F. Work on Sundays, which is unscheduled (callout), shall be paid at the one and one-half (1 ½) times rate of pay. Specifically, this will refer to any time that is unanticipated such as water main breaks, snow removal, and storm damage. Scheduled overtime such as work by the utilities personnel will not be included in this one and one-half (1 ½) times rate of pay provision.

9.4 Compensatory Time

1. Hours worked in excess of eight hours in one day and 40 hours in a week may be paid as overtime at 1 ½ times the employee's hourly rate of pay or be banked as compensatory time earned at 1 ½ times the number of excess hours worked.
2. Compensatory time off may be accrued to a maximum of eighty hours, which will be paid out to the employee at time of separation of employment.
3. The employee must request use of compensatory time off in the same manner as they request vacation.
4. Compensatory time off that has been approved will be done so on a seniority basis.

9.5 Shift Differential

1. For Park Department employees only, all hours worked between the hours of 6:00 p.m. to 6:00 a.m. shall receive fifty cents (\$.50) per hour shift differential in addition to their regular straight time hourly rate.
2. The employees shall not collect both time and one-half (1-½) and shift differential for the same hours.

9.6 Call Back

1. A call back is when an employee is required to return to work other than their normal scheduled shift. If called back, the employee 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 X - Holidays

The EMPLOYER will provide the employees thirteen (13) paid holidays to be as follows:

- | | |
|-----------------------------|--------------------------------------|
| • New Year's Day | January 1 |
| • Martin Luther King Day | 3 rd Monday in January |
| • Presidents Day | 3 rd Monday in February |
| • Memorial Day | Last Monday in May |
| • Juneteenth | June 19 |
| • Independence Day | July 4 |
| • Labor Day | 1 st Monday in September |
| • Veteran's Day | November 11 |
| • Thanksgiving Day | 4 th Thursday in November |
| • Day After Thanksgiving | |
| • Christmas Day | December 25 |
| • Two (2) Floating Holidays | |

- 10.1 When a holiday falls on a Sunday, the following Monday shall be celebrated as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be celebrated as the holiday.
- 10.2 Any premium pay for hours worked for holiday pay shall be based on the actual holiday, rather than the observed holiday.
- 10.3 All hours worked on actual holidays shall be paid in cash at the rate of one and one-half (1½) times the straight time rate of pay. On Christmas, New Year's, 4th of July, Thanksgiving, and the Friday after Thanksgiving, the employee shall receive double time (2x) the rate of pay.

Article XI – Wage Rates and Incentives

11.1 Classification

	Jan. 1, 2024	Jan. 1, 2025	Jan. 1, 2026
Electrician			
HEO/Mechanic	\$39.45	\$40.83	\$42.26
HEO	\$37.13	\$38.43	\$39.77
LEO	\$36.99	\$38.29	\$39.63
Maintenance III	\$36.32	\$37.59	\$38.90
Parkkeeper/Forester	\$40.91	\$42.35	\$43.83
Parkkeeper II	\$36.63	\$37.91	\$39.24
Parkkeeper I/Arena			
Senior Eng. Tech.			
Eng. Aide II	\$46.01	\$47.62	\$49.29
Eng Aide I			
PT Building Services	\$31.12	\$32.21	\$33.33

Notes:

***Parkkeeper I working without a Supervisor at the Civic Arena, during Arena operation months only, will receive the Parkkeeper/Assistant Arena Manager wage:

Monthly wages for new employees:

Start	70%	
After 12 Months	80%	of Parkkeeper I and L.E.O.,
After 24 Months	90%	Engineering Aide I, Parkkeeper/Assistant

After 36 Months 100% Arena Manager, Part-time Building Services Worker whichever department employee is hired.

11.2 Public Works Operator Wages

	January 1, 2024	January 1, 2025	January 1, 2026
Step 1(minimum)	\$30.77	\$31.85	\$32.97
Step 2	\$32.47	\$33.61	\$34.78
Step 3	\$34.53	\$35.74	\$36.99
Step 4**	\$ 36.76	\$38.05	\$39.38
Step 5	\$ 38.23	\$39.57	\$40.95
Step 6	\$39.62	\$41.01	\$42.45

**Not eligible for license incentive pay

All new employees will be hired as a Public Works Operator. The City agrees to meet with the union to discuss creation of a step program for Parks Operators and Engineering Technician positions.

Current employees have the option, at any time, to move to the Public Works Operator position, at the appropriate step, once requirements for that step have been met. The City will pay for training and testing one time per license. Employees shall not be denied advancement because of non-funding to receive license or school reimbursement.

11.3 Senior Operator Wages

	January 1, 2024	January 1, 2025	January 1, 2026
Start:	\$40.71	\$42.13	\$43.60
6 months:	\$44.02	\$45.56	\$47.16
12 months	\$47.37	\$49.03	\$50.75
24 months	\$50.70	\$52.47	\$54.31

The preceding wage schedules shall not constrain the Employer from hiring an employee at any step in the schedule.

Out of Class Pay—Any employee working above their classification shall be paid the rate of the classification. Said employee shall accumulate 8 hours before payment shall be made for the higher classification. The minimum of Class D License shall be required for all Maintenance I and Maintenance II workers, except for those employees employed as of January 1, 1985.

Incentive Pay—Incentive increases for Water and Sewer personnel after voluntary State Certification shall be automatic.

Class D Waterworks Operator - \$30.00 per month

Class C Waterworks Operator - \$40.00 per month
Class B Waterworks Operator - \$65.00 per month

All CS Wastewater Licenses to be paid at a rate of \$10.00 per month when in an addition to any Waterworks Operators License and up to \$20.00 per month when it is held singularly.

DOT Inspection License - \$30.00/month for up to two (2) staff

Playground Inspection Certification - \$18.00 per month

11.4 **License Fees**—The City will pay for the additional, incremental cost above the regular license renewal fee for any required Water, Wastewater or Commercial Driver’s License (CDL) renewal. The City will also pay the costs associated with acquiring required Water, Wastewater, Commercial Driver’s Licenses, and the license examination fee. Employees will be required to reimburse the City for the cost of said required water, wastewater and/or CDL licenses in the event they leave the City within twelve (12) months of acquiring or renewing the license.

11.5 **Longevity Pay**—Longevity shall be payable as follows:

After 5 years employment	1% monthly base pay
After 10 years employment	2% monthly base pay
After 15 years employment	3% monthly base pay
After 20 years employment	4% monthly base pay

11.6 **Lead Operator Pay**

Effective June 1, 2006, a Lead Operator may be appointed at the discretion of the Parks and Recreation Director or Parks Superintendent, to serve as a temporary supervisor, assigning duties and managing daily activities and reporting to the Parks and Recreation Director or Parks Superintendent. The Lead Operator shall be compensated \$2.00 per hour above the existing Park Keeper/Forester position.

The lead operator rotating position in Public Works will be eliminated and replaced with a regular, full-time Senior Operator position.

11.7 **Stand by Pay**

Monday – Thursday	\$60.00/day
Friday	\$85.00/day
Saturday, Sunday &	\$90.00/day
Holidays (as defined in Article X)	

Article XII – 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/her employment, when such act is performed in good faith and direct order of his/her supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

Article XIII – 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 XIV - Discipline

The EMPLOYER will discipline employees only for just cause.

Article XV - Seniority

Seniority will be the determining criterion for transfers, promotions, layoffs, and recalls only when all other qualification factors are equal.

- 15.1 The EMPLOYER shall issue notice of layoff or recall from layoff to the Union and affected permanent employees, in writing, to the last known address of any such employees as shown by the EMPLOYER'S records, at least fourteen (14) calendar days in advance of the effective date of the layoff or recall from layoff.
- 15.2 Laid off employees may be recalled from layoff on the basis of seniority for a period of up to one year. Employees who are offered their former position and refuse it shall be considered resigned. Laid off employees for a period of longer than one year shall be considered dismissed.

Article XVI – Probationary Periods

- 16.1 All newly hired or rehired employees will serve a twelve (12) month probationary period at the negotiated contract rate.
- 16.2 All employees will serve a twelve (12) month probationary period in any job classification in which the employee has not served a probationary period.
- 16.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 16.4 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 XVII – Safety and Clothing Allowance

- 17.1 The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. The Employer will cover the cost of all required training.
- 17.2 The City will provide each employee an annual clothing allowance which will allow employees to purchase jackets, bibs, t-shirts, Polos, sweat shirts, winter hats, gloves and jeans.
- 17.3 The City will provide a standard work glove. If the employee prefers an alternative glove it will be paid for out of their clothing allowance.
- 17.4 Employees shall not be eligible for safety equipment or uniform clothing reimbursement during the 30 period prior to voluntary separation of employment.

Clothing Allowance: \$335.00 per year

- 17.5 Employees will be required to be in uniform each workday, with the uniforms in good condition, free from tears, rips or fraying, including lettering that distinguishes the employee as working for the City of Hastings.

Article XVIII – Job Posting

- 18.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion and/or transfers from within provided that applicants:
- Have the necessary qualifications to meet the standards of the job vacancy; and
 - Have the ability to perform the duties and responsibilities of the job vacancy.
- 18.2 Employees filling a higher job class based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE XVI [PROBATIONARY PERIODS].
- 18.3 The Employer has the right to consider an internal candidate's disciplinary and/or performance record when considering transfer and promotions.
- 18.4 Job vacancies within the designated bargaining unit shall first be posted internally for five (5) working days so that members of the bargaining unit can be considered for such vacancies prior to posting externally.

Article XIX - Insurances

19.1 **Eligibility**

To be eligible for health, life, long-term disability, or other insurance coverage offered and paid by the EMPLOYER, an employee must be a regular full-time employee who is regularly scheduled for a minimum of thirty (30) hours per week.

Regular, union part-time employees are not eligible for insurance benefits for which the City contributes a part or all of the monthly premium. Regular, union part-time employees are eligible to participate in the group insurance policies that are offered by the City of Hastings where there is no City contribution to the premium.

19.2 **Health Insurance**

The City will agree to pay the cost of single health insurance coverage, if such coverage is elected by the employee. Eligible employees may not waive single coverage.

The City will agree to contribute a percentage of premium as established by the City Council, towards coverage other than single as offered by the City and elected by the Employee. The City will contribute 70% towards the premium of family plans and 65% towards the premium of employee plus spouse and employee plus child(ren) plans. Employees will be responsible for paying the remaining percentage of the premium, which will be done through payroll deduction.

19.3 **Life Insurance**

All regular full-time employees will receive a \$50,000 Life Insurance Policy with the full cost of the basic life premium to be paid by the EMPLOYER. Employees may elect additional life insurance coverage at their own cost.

19.4 **Long-Term Disability**

All regular full-time employees will receive a long-term disability insurance policy. The City will pay for long-term disability premiums.

19.5 **Dental Insurance**

All regular, full-and part-time employees may participate in the EMPLOYER'S dental insurance program at their own cost.

19.6 **Insurance Committee**

The EMPLOYER shall establish an Insurance Committee to review the insurance policy in the event of a carrier or policy change. Members of the bargaining unit are eligible to participate in the Insurance Committee.

19.7 **Post-Retirement Health Insurance Coverage**

The EMPLOYER shall provide paid health insurance for employees and their dependents, for those employees until they reach the age of 65 years or the qualifying age of Medicare, whichever is less, who meet the following qualification requirements.

- A) Hired prior to January 1, 1993
- B) Retirement from the department after at least ten (10) years
- C) Is at least 55 years of age or PERA qualifying age.
- D) Have provided a minimum of four (4) months prior written notification of their intent to retire; and
- E) Are enrolled for family health insurance coverage for a minimum of six (6) months prior to the planned date of retirement. In the event an eligible retiree does not enroll in family health coverage six (6) months prior to their retirement day, the City will only pay the premium for single coverage. Should the employee wish to maintain family coverage, the retiree is responsible for the timely payment of the difference between the single and family monthly premium. The City will pay the premium of the plan to which the employee is enrolled in at six months prior to the planned date of retirement.

Regular full-time employees hired after December 31, 1992 are not eligible for the paid early retirement health insurance benefits. Employees hired after January 1, 1993, who are retiring, may remain on the City's group health insurance indefinitely, at their own expense. The employee shall pay the City in advance on a monthly basis for the cost. The City will then remit payment to the insurance company. When the former employee reaches age 65, the City may transfer the former employee and covered dependents to a non-active employee pool. This indefinite continuation is made available under Minnesota Statute §471.61, which is also known as Chapter 488.

Article XX – Lunch Period and Rest Breaks

Covered employees have agreed to use their two, paid 15-minute rest breaks in a 30-minute block of time. Covered employees have also agreed to take their 30-minute, unpaid lunch break at the end of their shift.

Article XXI – Vacation

21.1 The employees shall be granted the following vacation schedule:

<u>Years of Service</u>	<u>Hours Vacation</u>
0-1	48
2	96
3	104
4	112
5	120
6-7	128
8-9	136
10-11	144
12	152
13	160
14	168
15	176
20 or more	200

- 21.2 All vacation pay shall be accrued. Maximum carry-over provisions for vacation are as follows:
- | | |
|----------------------------|-------------------|
| 0 - 5 years of employment | 120 hours maximum |
| 6 - 10 years of employment | 210 hours maximum |
| 11+ years of employment | 300 hours maximum |

In the event an employee’s employment is terminated for any reason, the employee shall receive upon their termination the vacation pay to which the employee is entitled at the time on a prorated basis. No more than four consecutive weeks of vacation can be taken at any one time. All vacations, in excess of three (3) days, must be arranged at least thirty (30) days in advance, and the times of such vacation shall be subject to the approval of the department head.

- 21.3 In computing vacation pay, length of service shall be figured from the anniversary date of the employee.
- 21.4 Additional vacation can be accrued per ARTICLE 22.1-Sick Leave

Article XXII – Sick Leave and Other Leaves of Absence

22.1 Sick Leave

All employees of the EMPLOYER shall be entitled to accumulate one day of sick leave for each month of employment. The maximum accumulation of sick leave is one hundred twenty (120) days. Employees shall bank an additional one-half (½) day per month of sick leave after the accumulation of the 120 days to be used only in cases of very prolonged illnesses. Employees shall also accrue an additional one-half (½) day per month of vacation leave after the accumulation of the 120 days sick leave mentioned above. The one-half (½) day vacation shall be

added to the current accumulation of vacation leave. Sick leave may be used for mental or physical illness, injury or other health condition, or the treatment, diagnosis, care or preventative care, of the employee or family member as defined in Minn. Stat. § 181.945. Sick leave may also be used due to the domestic abuse, sexual assault or stalking of the employee or family member. Employees may use sick leave due to communicable disease or public emergency as set forth by statute. The Employer may require verification of the use of sick leave when an employee has been absent for three consecutive days. Verification shall be consistent with the requirements of state law.

22.2 **Personal Leave**

All full time employees of the EMPLOYER shall be entitled to 40 hours personal leave per occurrence. Personal leave for purposes of this paragraph includes and is limited to death in the immediate family. Immediate family is defined as the employee's spouse, parent, child(ren)/step/foster, brother/sister, sister/brother-in-law, mother/father-in-law, grandparents/spouse's grandparents, grandchildren, step-parents, legal guardians. Part-time employees are eligible for up to 20 hours per occurrence.

Article XXIII – Severance Pay

If an employee, after ten (10) years of service:

- Retires at age 65 (or otherwise provided by law); or
- Is forced to retire due a physical condition, including death, not allowing him/her the employee to continue gainful employment; or
- Voluntarily terminates employment with the City after due notice, with the consent of the City but not if discharged or resigns by the request of the City, they or their descendants will receive fifty percent (50%) of unused sick leave. Employees will be allowed to draw from both the sick leave and extended sick leave banks as severance pay, up to a maximum severance payout of 640 hours.

Under no circumstances will an employee receive more than 640 hours as a severance payout.

Article XXIV – Leave of Absence

24.1 Employees subpoenaed as witnesses or called and selected for jury duty, when such time served will coincide with any regularly scheduled work period(s) shall receive their regular compensation and other benefits for their employment with the EMPLOYER less the witness stipend received for each time served.

24.2 The UNION stewards may be present during discussions regarding problems involving employees when their presence has been requested by the employee.

- 24.3 The EMPLOYER agrees to grant necessary time off without pay to any employee designated by the UNION to attend a labor convention or to serve in any other official UNION capacity.

Article XXV - Waiver

- 25.1 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.
- 25.2 The parties mutually acknowledge that during the negotiations that 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 waive 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 XXVI – Injured on Duty

- 26.1 Employees injured while on duty will receive full pay for a maximum of thirty (30) working days while unable to work due to such injury. The first seven (7) working days lost due to an injury on duty will be charged to the employee's sick leave account. An employee with no sick leave accumulated will not receive payment for the first seven (7) working days lost.
- 26.2 Any compensation payable to the employee under Workers' Compensation insurance will be reported to the EMPLOYER. The EMPLOYER shall make supplementary payments to the employee (not to be charged to the employee's accumulated sick leave) to make up the difference between Workmen's Compensation and their normal rate of pay.
- 26.3 Any employee who claims an absence from work due to an injury sustained on the job shall provide if requested by the EMPLOYER a statement from the employee's attending physician as to the nature of the injury.
- 26.4 Any employee who claims an absence from work due to an injury sustained on the job is subject to an examination to be made in behalf of and paid for by the EMPLOYER by a person competent to perform the same and as is designated by the EMPLOYER.

Article XXVII – Drug Testing Policy/Drug Free Workplace

- 27.1 The EMPLOYER and the UNION agree to continue the Drug Testing Program for those employees required to possess a valid Commercial Driver’s License as required by federal and state drug testing regulations.
- 27.2 All employees will maintain a drug free workplace in accordance with the Drug Free Workplace Policy for the City of Hastings’ employees.

Article XXVIII - Duration

This AGREEMENT shall be effective as of January 1, 2024 and shall remain in full force and effect until December 31, 2026.

Article XXIX – Seasonal Temporary Employees:

Public Employees covered under this AGREEMENT who are hired on a seasonal or temporary basis for 180 days per calendar year or less, are not eligible for any benefits of the LABOR AGREEMENT. No seasonal or temporary employees shall operate any equipment requiring a Commercial Driver’s License or any heavy equipment.

No seasonal employees will be hired while any bargaining unit members are in layoff status. Seasonal employees will not be paid more than 60% of the lowest base union compensation rate.

Approved by the Hastings City Council:
Date: _____

Approved by the IUOE Local No. 49
Date: 8-4-2023

FOR THE CITY OF HASTINGS:

Mary Fasbender, Mayor

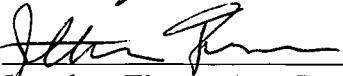
Dan Wietecha, City Administrator

Kelly Murtaugh, City Clerk

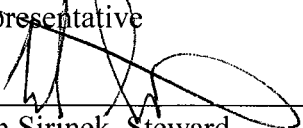
**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS, VIII-09
LOCAL No. 49:**



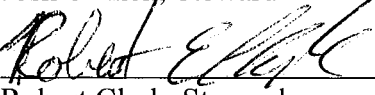
Jason George, Business Manager



Jonathan Turner, Area Business
Representative



Josh Sirinek, Steward



Robert Clark, Steward



Tim Tessier, Steward

CITY OF HASTINGS AND I.U.O.E., LOCAL No. 49
Memorandum of Understanding: Commercial Driver's License

VIII-09

The purpose of this Memorandum of Understanding is to assist both Labor and Management in dealing with Commercial Driver's License (CDL) rules and the pending changes to those rules.

The following conditions will apply to employees in the Local 49 Bargaining Unit.

- A. If an employee temporarily loses his/her driver's license and CDL, the Employer may choose, on a case-by-case basis, to accommodate the employee by assigning him/her to duties that do not require a driver's license/CDL, not to exceed twelve (12) months during the employee's tenure with the City, and/or not to exceed two (2) revocations as a result of driving violations.
- B. If the temporary loss of a driver's license is the result of an alcohol-related offense, the employee will be required to comply with the recommendations of a licensed Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer before an employee will be permitted to return to work.
- C. The application of this agreement will begin for an individual as of the date of his/her license revocation regardless of subsequent procedures contesting the revocation.
- D. This Memorandum of Understanding applies to driving violations outside the workplace.
- E. This Memorandum of Understanding does not include positive test results from applicable state or federal required testing procedures, including but not limited to random testing.
- F. A \$2.00 per hour decrease in pay will begin as of the revocation date. Any hourly wages not paid to an employee during the revocation of the employee's driver's license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation.

This Memorandum will remain in effect from January 1, 2024, through December 31, 2026. This agreement may be terminated by either party's request with 90 days written notification. As of January 1, 2024, this Memo may be extended, modified, or eliminated at either party's request.

Approved by the Hastings City Council:
Date: _____

Approved by the IUOE Local No. 49
Date: 8-4-2023

FOR THE CITY OF HASTINGS:

Mary Fasbender, Mayor


Dan Wietecha, City Administrator

Kelly Murtaugh, City Clerk

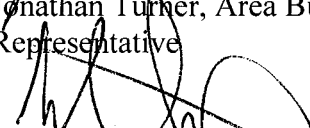
**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS, VIII-09
LOCAL No. 49:**




Jason George, Business Manager




Jonathan Turner, Area Business
Representative



Josh Sirinek, Steward



Robert Clark, Steward



Tim Tessier, Steward

CITY OF HASTINGS AND I.U.O.E., LOCAL No. 49
Memorandum of Understanding: Alternative Work Week

- I. **Purpose:** The purpose of this Memorandum of Understanding is to provide for a change in overtime payments under the current Labor Agreement. Whenever the City of Hastings and I.U.O.E. Local 49 agree that employees may work a schedule different than the ones outlined in the contract, the requirements of Article XI, Section 11.1, shall be modified.

- II. **Alternative Work Week Schedules**
 - a. In the event that the City of Hastings establishes a work week of four (4) consecutive ten (10) hours days (7:00 a.m. to 5:00 p.m.), Monday through Thursday or Tuesday through Friday, overtime will be paid only after ten (10) hours of work in one day or forty (40) hours of work in one week.
 - b. In the event that the City of Hastings establishes a work week of four (4) consecutive nine (9) hour days (7:00 a.m. to 4:00 p.m.) and one (1) four (4) hour day (7:00 a.m. to 11:00 a.m.), Monday through Friday, overtime will be paid only after nine (9) hours of work in one (1) day or forty (40) hours in one week.
 - c. In the event that the City of Hastings establishes a work week of four (4) consecutive eight (8) hour and fifteen (15) minute days (6:45 a.m. to 3:00 p.m.) and one (1) seven (7) hour day (6:45 a.m. to 1:45 p.m.) Monday through Friday, overtime will be paid only after eight (8) hours and fifteen (15) minutes of work in one day or (40) hours in one week.

- III. **Holidays**
 - a. For a week with a holiday, employees working a “four-10’s” shift will work three (3) ten (10) hour days, be paid for eight (8) hours of holiday pay, and use two (2) hours of vacation or compensatory time to account for their weekly hours.
 - b. For a week with a holiday, employees working a “four-9’s and one 4” shift will work be paid for eight (8) hours of holiday pay and use one (1) hour of vacation or compensatory time to account for their weekly hours.
 - c. For a week with a holiday, employees working a “four 8 and 15’s and one 7” will be paid for (8) hours of holiday pay, and use fifteen (15) minutes of vacation or compensatory time to account for their weekly hours.

- IV. **Use of Leave**
 - a. Any use of vacation, sick, or compensatory time will be accounted for as ten (10) hours per day of usage.
 - b. Any use of vacation, sick, or compensatory time will be accounted for as either nine (9) or four (4) hours per day of usage, depending on the employee’s schedule.
 - c. Any use of vacation, sick or compensatory time will be accounted for as either eight (8) hours and fifteen (15) minutes or seven (7) hours per day of usage, depending on the employee’s schedule.

V. **Effective** This Memorandum will remain in effect during the current Labor Agreement. This agreement may be terminated by either party's request with 7 days VIII-09 written notification. Termination of the Memorandum of Understanding is not cause for grievance. This Memo may be extended, modified, or eliminated at either party's request.

Approved by the Hastings City Council:
Date: _____

Approved by the IUOE Local No. 49
Date: 8-4-2023

FOR THE CITY OF HASTINGS:

**FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
LOCAL No. 49:**

Mary Fasbender, Mayor

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