



To: MAYOR AND COUNCIL

Agenda Item #: IV. Q.

From: Lisa Schaefer, Human Resources Director

Action

Discussion

Date: April 22, 2014

Information

Subject: Approval of Union Contract for IUOE Local 49: Public Service Workers

Action Requested:

Approval of Union Contract for IUOE Local 49: Public Service Workers

Information / Background:

The tentative agreement for this bargaining unit includes the following substantive changes from the previous contract:

- A two –year agreement (2014-2015).
- A 2% increase effective 1-1-2014, and a 2.5% increase effective 1-1-2015. This is the same increase agreed to by the Police Officers bargaining unit
- An increase in Park Maintenance premium pay and Snow and Ice Emergency Pay from \$3.25 per hour to \$3.50 per hour effective 1-1-2014.
- Language changes to clarify existing practices.

Attachments:

- Tentative Agreement #3 City of Edina and Local 49: Public Services Workers
- 2012-2013 Previous Labor Agreement between The City of Edina and the Minnesota Teamsters Public and Law Enforcement Employee Union Local 320: Representing Police Officers



Tentative Agreement #3
City of Edina and Local 49: Public Service Workers
April 4, 2014

1) **EXPIRATION OF OFFER.** This offer will expire on April 21, 2014. If the union does not notify management of acceptance by April 21, 2014 the offer will be withdrawn by management.

2) **ARTICLE IX – WORK SCHEDULES**

Discuss 4-10 hour day schedule for summer months, example MOU attached.

Union and City agree to discuss as part of LMC. Schedule cannot increase overtime or paid leave (e.g. holiday pay) for union or non-union staff due to flexible schedules.

3) **13.6 Vacation Donation.** Any employee can donate up to two (2) days of accrued vacation leave to an individual who is out of sick leave and vacation. Every hour of vacation donated equals one hour of vacation for the recipient, regardless of hourly rate. Vacation must be donated in one-day increments (8 hours or 16 hours). The donation is irrevocable.

14.7 Any employee may donate up to four (4) days of his/her sick leave to another employee who is out of sick and vacation leave. has no sick days left. However, this donation will only count as two sick days for the employee who received the sick leave. Every two hours of sick leave donated equals one hour of sick leave for the recipient, regardless of hourly rate. Sick leave must be donated in two-day increments (either 32 hours or 16 hours). The donation is irrevocable.

4) **ARTICLE XX – UNIFORMS**

Add new section to read as follows:

20.2 The Employer will provide up to One Hundred Seventy Five Dollars (\$175) per year per employee for the purchase of safety shoes and Twenty-Five Dollars (\$25.00) for safety glasses not provided in Section 20.1.

5) **MOU – Central Pension Fund**

9. Members, by majority vote, may change the contribution rate at any time during the life of the agreement, accompanied by a sixty (60) day notice to the employer. The Union and the Employer will work together to implement member-approved changes as soon as practicable.

6) **MOU – CDL**

This Memorandum will remain in effect from January 1, 20124 through December 31, 20135. As of January 1, 20146, this Memo may be extended, modified, or eliminated at either party's request.

7) **MISC.**

- Clean up spelling, format any outdated references in contract.
- Rename Articles by actual number and remove roman numerals.



8) **ARTICLE XXXIV – DURATION**

January 1, 2014 through December 31, 2015

9) **APPENDIX A-1 – Wages & APPENDIX A-4 – Career Development Program**

- 2% increase to all steps and classifications 1-1-2014.
- 2.5% increase to all steps and classifications 1-1-2015.
- Increase Park Maintenance premium pay and Snow and Ice Emergency Pay from \$3.25 per hour to \$3.50 per hour, effective 1-1-2014.

LABOR AGREEMENT

between

THE CITY OF EDINA

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

**LOCAL No. 49
AFL-CIO**



JANUARY 1, 2012 to DECEMBER 31, 2013

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	PURPOSE OF AGREEMENT	1
II	RECOGNITION	1
III	UNION SECURITY	2
IV	EMPLOYER SECURITY	2
V	EMPLOYER AUTHORITY	2
VI	EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE.....	3
VII	DEFINITIONS	5
VIII	SAVINGS CLAUSE	6
IX	WORK SCHEDULES	6
X	OVERTIME PAY	6
XI	CALL BACK	7
XII	SCHEDULED UTILITY SYSTEM MONITORING	7
XIII	VACATION LEAVE WITH PAY	7
XIV	SICK LEAVE WITH PAY	9
XV	LEAVE WITHOUT PAY	10
XVI	SEVERANCE PAY	10
XVII	HOLIDAYS	11
XVIII	RESIGNATIONS	12
XIX	USE OF CITY EQUIPMENT AND FACILITIES	12
XX	UNIFORMS	12
XXI	TUITION REIMBURSEMENT	12

<u>Article</u>		<u>Page</u>
XXII	NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM	13
XXIII	WAGE RATES	13
XXIV	LEGAL DEFENSE	14
XXV	RIGHT OF SUBCONTRACT	14
XXVI	DISCIPLINE	14
XXVII	SENIORITY	14
XXVIII	PROBATIONARY PERIODS	14
XXIX	SAFETY	15
XXX	JOB POSTING	15
XXXI	INSURANCE	15
XXXII	INJURY ON DUTY [IOD]	15
XXXIII	WAIVER	16
XXXIV	DURATION	17
	SIGNATURE PAGE	17
	APPENDIX A-1 WAGES [2012 – 2013].....	18
	APPENDIX A-2 SEASONAL EMPLOYEES	20
	APPENDIX A-4 CAREER DEVELOPMENT PROGRAM.....	22
	MEMORANDUM OF UNDERSTANDING – Central Pension Fund.....	25
	MEMORANDUM OF UNDERSTANDING – Commercial Drivers License.....	26
	MEMORANDUM OF UNDERSTANDING – Healthcare Savings Plan	27

LABOR AGREEMENT

BETWEEN

THE CITY OF EDINA

AND

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

ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Edina 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 the interpretation or application of the specific terms and conditions of this Agreement.
- 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 in the job classifications listed below who are public employees within the meaning of Minn. Stat. §179A.03, Subdivision 14 excluding supervisory, confidential and all other employees:

- Environmental Specialist
- Park Keeper III
- Park Keeper II
- Park Keeper I
- Utility Specialist

- Utility II
- Utility I
- Mechanic
- Mechanic Specialist
- Heavy Equipment Operator
- Equipment Operator
- Carpenter – Mason Specialist
- Electrician/ Electronic Specialist III
- Electrical Maintenance Communications/ HVAC Specialist II
- Electrical Maintenance Communications/ HVAC Specialist I
- Laborer
- Traffic Control Specialist
- Paving/ Seal Coat Specialist

ARTICLE III - UNION SECURITY

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

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

ARTICLE IV - 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 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; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 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 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 (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services (BMS) for mediation. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer at 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 on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the BMS.

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 the AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following 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.

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.

6.7 **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 Article VI or a procedure such as: Civil Service, Veteran’s Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Article VI the grievance is not subject to the arbitration procedure as provided in Step 5 of Article VI. 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, AFL-CIO.

7.2 **Employer:** The City of Edina.

7.3 **Union Member:** A member of the International Union of Operating Engineers, Local No. 49, AFL-CIO.

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 allowance.

7.6 **Seniority:** Length of continuous service in any of the job classifications covered by Article II – RECOGNITION. Employees who are promoted from a job classification covered by this AGREEMENT and return to a job classification covered by this AGREEMENT shall have their seniority calculated on their length of service under this AGREEMENT for the purposes of promotion, transfer and lay off and total length of service with the EMPLOYER for other benefits under this AGREEMENT.

- 7.7 **Severance Pay:** Payment made to an employee upon honorable termination of employment.
- 7.8 **Overtime:** Work performed at the express authorization of the EMPLOYER in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 7.9 **Call Back:** Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE 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 provisions may be renegotiated at the written request of either party.

ARTICLE IX - WORK SCHEDULES

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours. The normal work week 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 work day. The EMPLOYER will give seven (7) days advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.
- 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. 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.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

ARTICLE X - OVERTIME PAY

- 10.1 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.

- 10.2 Overtime will be distributed as equally as practicable. For the purposes of this section, overtime totals will be zeroed out at the end of the last pay period of every even-numbered year.
- 10.3 Under Article 10.2, overtime opportunities not worked by employees will be recorded as not worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.5 When employee exceeds fourteen (14) hours continuous service, all hours in excess of fourteen (14) will be paid at twice the base rate.
- 10.6 All overtime work performed by employees between the hours of 12:00 A.M. and 11:59 P.M. on New Year's Day, the Fourth of July, Labor Day, Christmas Day, Thanksgiving Day, Christmas Eve and New Year's Eve will be paid two times the regular rate of pay.

ARTICLE XI - CALL BACK

An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1½) times the employee's base pay rate. Early reporting or extension of regularly scheduled work shall not qualify for the call back minimum.

ARTICLE XII - SCHEDULED UTILITY SYSTEM MONITORING

- 12.1 When assigned by the EMPLOYER to perform utility system monitoring and operations activities from a remote location on week nights, Saturdays, Sundays or Holidays, apart from the employee regularly scheduled shift, the employee shall be paid \$70 per week night (3:30 p.m. to 7:00 a.m. – Monday, Tuesday, Wednesday, Thursday, and Friday) and \$140 per 24-hour day on Saturday, Sunday, or Holidays (7:00 a.m. to 7:00 a.m.) as system monitoring and operations pay. Article X & XI will apply for any work that requires the employee to report to the City Public Works Facility or other City facilities.

ARTICLE XIII - VACATION LEAVE WITH PAY

- 13.1 **Amount.** The following accrual schedule shall apply to eligible employees:

1-5 continuous years of regular full-time employment	3.076 hours per pay period (10 days per year)
6-10 continuous years of regular full-time employment	4.61 hours per pay period (15 days per year)
11-15 continuous years of regular full-time employment	An additional .307 hours per pay period or one (1) additional day of vacation for each additional year of service to 15 years of

	service. (Total at 15 years of service – 20 days per year).
16 continuous years of regular full-time employment	6.154 hours per pay period (20 days per year)
17 years or more of continuous service of regular full-time employment	An additional .307 hours per pay period or one (1) additional day of vacation for a total of twenty-one (21) days of vacation per year.

13.2 **Conditions Affecting Accrual of Vacation** – Although leaves of absence, under Section 12 of the City’s ordinance, do not affect the continuous years of service, for the purpose of determining accrual rates, vacation shall not accrue during leaves of absence under said Section 12.

13.3 **When Taken.** Vacation leave may be used as earned, subject to the approval of the department heads to the time at which it is taken.

13.4 **Maximum Annual Carry Forward**
 Effective 1-1-13, employees will be able to accrue a maximum of 480 hours of vacation leave. Once the maximum level of vacation is reached, additional leave will not be accrued until the balance falls below the maximum accrual level. Unused vacation leave up to the maximum balance of 480 hours will be paid to employees who leave in good standing upon termination of employment.

Transition to New Cap

In November, 2012, employees who have more than the maximum accrual will be allowed to cash out up to 80 hours of vacation at the current base rate of pay.

In January, 2013 any amount of vacation over 200 hours will be placed into an “Excess Vacation Accrual Account” (EVAA). This is a one-time transfer. Employees will not be able to add any vacation to the EVAA after January, 2013.

The balance in the EVAA will be reflected on the employee’s pay stub and can be used in the following ways:

- o Vacation or sick leave in one-hour increments.
- o In November of each year, employees will have the option of cashing out up to 40 hours of vacation leave at their current base rate of pay. The City Manager may allow a higher number for all employees, based on city finances.
- o Any remaining balance at termination will be cashed out at the current base rate of pay for employees who leave in good standing.

13.5 **Accrual During Leave.** An employee using earned vacation or sick leave shall accrue vacation and sick leave during such use.

- 13.6 **Vacation Donation.** Any employee can donate two (2) days of accrued vacation leave to an individual who is out of sick leave.
- 13.7 **New Employees.** The first year of employment, new employees will be allowed to carry a negative balance of vacation to a maximum of -80 hours.

ARTICLE XIV - SICK LEAVE WITH PAY

- 14.1 Employees will accrue sick leave with pay at a rate of one (1) day per month. Employees will be allowed to use sick leave during probation.
- 14.2 Purpose. Sick leave with pay may be granted to employees entitled thereto when the employee is unable to perform scheduled work duties due to illness/disability, the necessity for medical, dental or chiropractic care, childbirth or pregnancy disability, exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties. Sick leave with pay may also be granted for a variety of other family and medical circumstances. The amount and conditions under which sick leave with pay may be used for such circumstances is provided in the family and medical leave policy adopted pursuant to Subsection 150.13 of this code.
- Bereavement Leave. Sick Leave with pay may be granted for a maximum of five (5) days in the event of the death of an employee's spouse, father, mother, spouse's father or mother, child or stepchild, and a maximum of three (3) days in the event of the death of an employee's grandparent, grandchild, brother or sister. One (1) day of sick leave will be granted in the event of death of a brother-in-law or sister-in-law.
- 14.3 Employees requesting sick leave shall contact the EMPLOYER or the EMPLOYER'S representative prior to the time the employee is regularly scheduled to report for duty or if unable to do so, notify him/her within the first thirty (30) minutes of the scheduled work day.
- 14.4 Written request for the sick leave to be used for other than personal injury or illness is to be made to the EMPLOYER'S representative prior to the using of the sick leave or the work day following the employee's return. The EMPLOYER reserves the right to verify the reported cause for the requested sick leave by such means as he/she deems necessary.
- 14.5 The employee, at the request of the EMPLOYER, shall provide proof of his/her physical ability to perform his/her normal duties upon his/her return from sick leave.
- 14.6 For employees hired prior to January 1, 2000, who choose not to participate in the City's New Severance Plan as outlined under "Policy For The Payment of Unused Sick Leave", attached hereto and made a part of this Agreement.

Employees will receive their birthday/ personal day off with pay provided the employee has used three (3) days or less (24 hours or less) sick leave during the previous calendar

year. This day off will be approved only by the department head. In addition, employees will have the option of two (2) days off with pay provided the employee has used twelve (12) hours or less of sick leave during the previous calendar year.

- 14.7 Any employee may donate four (4) days of his/her sick leave to another employee who has no sick days left. However, this donation will only count as two sick days for the employee who received the sick leave.
- 14.8 Payout of Sick Leave at Termination. This policy is effective for regular full-time employees except those employees who were hired prior to January 1, 2000 and opted-out of this program in exchange for Article XVI Severance Pay.

Eligible Employees

Only current, regular full time employees as defined by Section 150 of the City Code who have completed their probationary period and leave employment with the City in good standing as defined by 150.16 of the Code are eligible.

Payment for Unused Sick Leave

Upon separation from regular full-time employment with the City, an eligible employee shall receive a lump sum payment equal to 50% of his or her accrued and unused sick leave as of the date of separation. The maximum number of hours subject to this payment shall not exceed 960 hours, (i.e. 1,920 hours of accrued and unused sick leave x 50% = 960 hours). The payment shall be based upon the employee's rate of pay at the time of separation. The payment shall be made within 30 days of separation.

ARTICLE XV - LEAVE WITHOUT PAY

- 15.1 An employee may be granted leave of absence without pay or benefits on account of sickness, disability, jury duty or other good and sufficient reasons which are considered to be in the best interest of the EMPLOYER. Such leave of absence shall not exceed ninety (90) working days unless a longer period is approved by the EMPLOYER.
- 15.2 All leaves of absence without pay shall receive the advance approval of the EMPLOYER.
- 15.3 In the case the employee is called to jury duty, the employee shall receive an amount of compensation from the EMPLOYER which will equal the difference between the employee's regular pay and the compensation paid for the jury duty.

ARTICLE XVI - SEVERANCE PAY

This Article applies only to those employees hired before January 1, 2000, and who opted-out of the City's policy to buy back unused sick leave.

- 16.1 Eligible Employees

1. General Rule. The City shall provide severance pay only to those regular full-time employees who are no longer in their original probationary period (as contrasted with a promotional probationary period), who leave employment with the City in good standing as described in Section 16 of the City Ordinance, and whose employment ends:
 - (i) due to total and permanent disability, as determined by PERA under PERA rules; or
 - (ii) after completion of twenty years of continuous service to the City.
 2. Special Rule. The City Manager, in his/her sole discretion, is authorized to award severance pay to any employee or group of employees in regular full-time employment who are terminated due to the effects of a permanent elimination by the City of any functions or activities of the City.
- 16.2 Amount. The eligible employee's severance pay shall be a lump sum amount equal to six weeks' pay.
- 16.3 Time. The City shall provide the severance pay on the pay day immediately following the eligible employee's severance date. For total and permanent disability, however, the City shall provide the severance pay on the pay day immediately following its receipt of appropriate notice of PERA'S determination.
- 16.4 Definitions. The following special definitions apply only to this section.
1. "Eligible Employee" means an employee of the City who is eligible for severance pay under 16.1 of this section.
 2. "Regular Full-Time Employment" means employment with the City where the employee is regularly engaged on a minimum of 40 hours every seven day cycle, as determined by the needs and particular customs in the employee's department.
 3. "Pay" means the eligible employee's regular basic salary or wage (before any payroll deductions) for regular full-time employment in effect on the severance date.
 4. "PERA" means the Public Employees Retirement Association under Minnesota Statutes, Chapter 353 (or any subsequent amendment or replacement thereof).
 5. "PERA Rules" means the requirements for payment of an annuity or benefit from PERA as of May 31, 1989, (including any changes in such requirements adopted as of that date, but effective after that date).
 6. "Severance date" means the last date on which the eligible employee performs duties in full-time employment.

ARTICLE XVII - HOLIDAYS

- 17.1 The following legal holidays will be observed as paid holidays:

- New Year's Day January 1st
- Martin Luther King Day 3rd Monday in January
- President's Day 3rd Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4th
- Labor Day 1st Monday in September
- Veteran's Day November 11th
- Thanksgiving Day 4th Thursday in November
- Day after Thanksgiving Day 4th Friday in November
- ½ Day Christmas Eve Day December 24th
- Christmas Day December 25th
- ½ Day New Year's Eve December 31st
- Floating Holiday

- 17.2 When a paid holiday falls on a non-scheduled work day, the regular scheduled work day closest to the holiday shall be observed as the holiday.
- 17.3 One-half (½) day on Christmas Eve and one-half (½) day on New Year's Eve shall be paid holidays whenever they fall on one of the days Monday through Thursday.
- 17.4 Effective January 1, 2000, Columbus Day is dropped from the list of holidays in exchange for one (1) floating Holiday.

ARTICLE XVIII - RESIGNATIONS

Any employee wishing to terminate his/her employment with the EMPLOYER in good standing shall file a written resignation with the EMPLOYER at least fourteen (14) calendar days prior to the termination date. Failure by the employee to file said resignation within the required fourteen (14) day period may be considered just cause for the EMPLOYER to deny future employment and severance pay to the employee. Unauthorized absence from work for a period of three (3) consecutive working days may be considered by the EMPLOYER as a resignation by the employee.

ARTICLE XIX - USE OF CITY EQUIPMENT AND FACILITIES

City tools, equipment and facilities are to be used only for official business unless specifically authorized by the EMPLOYER as a condition of the employee's employment.

ARTICLE XX - UNIFORMS

- 20.1 The EMPLOYER shall provide eleven (11) uniforms and two (2) work jackets or equivalent clothing program equal to \$500.00 funding level for each employee, subject to three conditions:
- (1) Employee must wear approved uniform.
 - (2) Uniform shirt would have City identification on it.

- (3) Sleeved shirt and long pants are mandatory minimum uniform.

ARTICLE XXI - TUITION REIMBURSEMENT

21.1 The EMPLOYER encourages its employees to improve job performance in their present positions and to prepare for advancement through self-development. Towards this end, the EMPLOYER will share the cost of education which directly relates to the performance of an employee on his/her present assignment or which prepares him/her for advancement in the foreseeable future.

21.2 The Employer shall pay 100% of the initial cost of classes being taken to fulfill a Career Development requirement. At completion of the class, Employees not eligible to have received full payment in accordance with the chart below, shall have any difference owed the City withheld from their next paychecks until such amount has been fully repaid to the Employer. Employees leaving the City before class completion shall have the full amount withheld from their final paycheck.

For non-Career Development class requirements, The EMPLOYER will reimburse eligible employees upon presentation of their final grades for the following:

Grade of A	100% of tuition
Grade of B	100% of tuition
Grade of C	90% of tuition
Grade of D	0% of tuition
Pass/Fail	100% of tuition if passed

The total amount reimbursed for both career development and non-career development courses annually will not exceed the total annual amount permitted by the IRS as an employer provided educational benefit.

21.3 Charges for books, supplies, transportation, time required to take the course and all other incidental expenses shall be borne by the employee.

21.4 Courses paid for in full under the G.I. Bill or other Federal, State, or private funds are not eligible for tuition reimbursement. Courses paid for by other than EMPLOYER funds which exceed the percentages of reimbursement designated in 21.2 are not eligible for EMPLOYER tuition reimbursement. Courses paid for by other than EMPLOYER funds, but not equal to the percentages designated in 21.2 are eligible for the EMPLOYER tuition reimbursement in the amount of the difference between the funds provided and the percentages designated in 21.2.

21.5 To become eligible for tuition reimbursement, the employee must:

- (a) Have satisfactorily completed one years' service.
- (b) Received approval of the course at the particular school from the EMPLOYER prior to the commencement of the course.

ARTICLE XXII - NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM

22.1 It is agreed by the City and the UNION that both parties shall provide the equal employment opportunities and membership in the UNION without regard for race, color, religion, national origin, political affiliation, disability, marital status, status with regard to public assistance, sex, age or criminal record.

ARTICLE XXIII - WAGE RATES

23.1 See Job Classifications and Wage Rates in Appendix "A-1".

ARTICLE XXIV - LEGAL DEFENSE

24.1 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.

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

ARTICLE XXV - 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 XXVI - DISCIPLINE

26.1 The EMPLOYER will discipline employees only for just cause.

26.2 After four years of employment, the EMPLOYER will annually review an employee's personnel file. The EMPLOYER will not consider for discipline purposes employee's personnel record, letters and other written documents that relate to reprimand and commendations; and all such documents that are older than three (3) years.

26.2 The EMPLOYER will not conduct an investigatory interview with an employee where the information from the interview could lead to disciplinary action against the employee without the employee being given the right to have a third party or Union Representative present at the interview.

ARTICLE XXVII - SENIORITY

27.1 Seniority will be the determining criterion for transfers, promotions and lay-offs only when all job-relevant qualification factors are equal.

27.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay-off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE XXVIII - PROBATIONARY PERIODS

28.1 All newly hired or rehired employees will serve a twelve (12) months' probationary period.

28.2 All employees will serve a twelve (12) months' probationary period in any job classification in which the employee has not served a probationary period.

28.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.

28.4 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 XXIX - 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.

Employees will wear safety equipment that is provided by the City during applicable situations.

ARTICLE XXX - JOB POSTING

30.1 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:

30.11 have the necessary qualifications to meet the standards of the job vacancy; and

30.12 have the ability to perform the duties and responsibilities of the job vacancy.

30.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article XXVIII [PROBATIONARY PERIOD].

30.3 The EMPLOYER has the right to final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience. Whenever all job relevant qualifications, abilities and experience are equal, then seniority will prevail.

30.4 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 XXXI - INSURANCE

The EMPLOYER will provide the same employer contribution to the City's cafeteria plan as is given to all non-union City employees.

ARTICLE XXXII - INJURY ON DUTY [IOD]

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER may choose to be paid the difference between the employee's normal net take home pay (i.e., regular salary less mandatory deductions) and Worker's Compensation Insurance payments for a period not to exceed ninety (90) working days, charged to the employee's sick leave, vacation, or other accumulated benefits.

Such injury-on-duty pay shall be granted only to employees certified by the Worker's Compensation carrier as being incapacitated as a result of injury incurred through no misconduct of their own while on the actual performance of City assigned duties and only during the period they remain so certified.

The City Manager shall have the discretion to require an injured employee to submit to a medical examination by competent medical authority approved by the City to determine if the employee is capable and qualified to return to any assigned City duties commensurate with his/her capabilities.

To qualify for such compensation an employee shall comply with all requirements of the Minnesota Worker's Compensation Law.

ARTICLE XXXIII - WAIVER

- 33.1 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.
- 33.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXXIV - DURATION

This AGREEMENT shall be effective January 1, 2012, and shall remain in full force and effect until the 31st day of December, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this _____ day of _____, 2012.

**FOR THE INT'L UNION OF
OPERATING ENGINEERS,
LOCAL NO. 49:**

FOR THE CITY OF EDINA:

Glen Johnson, Business Manager

Scott Neal, City Manager

Mark Pothen, Area Business Rep.

Lisa Schaefer, HR Director

Dave Snaza, Steward

Jerry Reiter, Steward

Steve Hamer, Steward

Jay Van Altvorst, Steward

CITY OF EDINA

APPENDIX A-1

WAGES

A. The following wage schedule will be in effect from the first payroll period in 2012 through the last payroll period in 2013:

<u>Classification:</u>	2 % <u>2012</u>	2% <u>2013</u>
Park Department:		
Environmental Specialist	25.21	25.72
Park Keeper III	24.85	25.34
Park Keeper II	23.74	24.21
Park Keeper I	18.91	19.29
Utility:		
Utility Specialist (Includes HEO Ability) ...	25.21	25.72
Utility II	24.12	24.61
Utility I	23.74	24.21
Mechanics:		
Mechanic Specialist	25.21	25.72
Mechanic	24.85	25.34
Street Department:		
Heavy Equipment Operator	24.85	25.34
Equipment Operator	23.74	24.21
Carpenter – Mason Specialist	25.21	25.72
Electrician/Electronic Specialist III	25.21	25.72
Electrical Maintenance – Communications/HVAC Specialist II ...	24.12	24.61
Electrical Maintenance – Communications/HVAC Specialist I ...	23.74	24.21
Laborer	18.91	19.29
Traffic Control Specialist	25.21	25.72
Paving/Seal Coat Specialist	25.21	25.72

Those in Heavy Equipment Operator slots must be competent to operate all of the following equipment:

Graders, Loaders with bucket capacity greater than 1½ yards, Self-Propelled Street Sweeper exceeding 40 HP, Asphalt Rollers greater than 5 Tons, Backhoe with greater than 15’ reach, and Self-Propelled Pavers or Chip Spreaders.

A premium pay of \$3.25 per hour will be paid to Park Maintenance employees for hours worked prior to 7:00 A.M. while engaged in regularly scheduled ice rink maintenance. To be eligible for

this premium pay an employee must work a full eight (8) hour day. If an employee uses sick leave they are exempt from premium pay. Premium pay will not be paid during overtime worked.

Premium Pay – Snow and Ice Emergency Pay. A premium pay of \$3.25 per hour will be paid to Public Works and Park Maintenance employees for hours worked prior to the start of the regularly scheduled shift while engaged in emergency snow and ice control. To be eligible for this premium pay an employee must work a full eight (8) hour day. If an employee uses sick leave they are exempt from premium pay. Premium pay will not be paid during overtime worked. There will be no pyramiding of premium pay (Intent of language is to be exactly the same as above practice in the Park Dept.).

-intentionally left blank-

CITY OF EDINA

APPENDIX A-2

SEASONAL EMPLOYEES

The City of Edina and I.U.O.E. Local 49 recognize the following two types of seasonal workers:

Retirees of the Edina Public Works Bargaining Unit

1. **Retiree Seasonal Employee:** An employee who works in a position that is reasonably expected to be 163 calendar days or less within the January 1 to December 31 time period. The 163 day period starts on the first day that any Retiree Seasonal Employee starts to work. All Retiree Seasonal Employees shall be terminated from employment at the end of the initial 163 day period. During the 163 Retiree Seasonal Employment Period, no member of the bargaining unit will be laid off. The City reserves the right to lay off bargaining unit members during the 163 day period if the City has laid off all Retiree Seasonal Employees and seasonal employees. The City reserves its management right to determine the size of the work force on all cases except under the conditions of Appendix A-2.

(1.a.) The 163 day period mentioned above shall be kept by each department, (i.e. Park Department Retiree Seasonal Employees get to work 163 days and Public Works Department Retiree Seasonal Employees get to work 163 days).
2. **Union Security.** The EMPLOYER shall deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all Retiree Seasonal Employees authorizing in writing such deduction, or as allowed for fair share dues as provided for under PELRA, and remit such deduction to the appropriate designated officer of the UNION.
3. **Rates of Pay.** Retiree Seasonal Employee's rate of pay shall be in accordance with the Step 1 wage as identified in this COLLECTIVE BARGAINING AGREEMENT *Appendix A-4 Career Development*.
4. **Equipment Operation.** Retiree Seasonal Employees shall be allowed to operate all equipment they are qualified by the EMPLOYER and licensed by law to operate.
5. **Benefits.** Retiree Seasonal Employees shall not be eligible for any benefits under this AGREEMENT except those which may be required by law.
6. **Overtime.** No Retiree Seasonal Employee shall work any overtime unless all qualified full-time bargaining unit members have been offered first.
7. **Probation Period.** All newly hired or rehired Retiree Seasonal Employees will serve a probationary period for the duration of their employment up to six (6) months.

At any time during the probationary period, a newly hired or rehired Retiree Seasonal Employee may be terminated at the sole discretion of the EMPLOYER.

Summertime Seasonal Employees

1. **Seasonal Employee:** An employee who works in a position that is between April 1 and October 31. All seasonal employees shall be terminated from employment on October 31. During the seasonal employment period, no member of the bargaining unit will be laid off. The City reserves the right to lay off bargaining unit members during the seasonal period if the City has laid off all Retiree Seasonal Employees and seasonal employees. The City reserves its management right to determine the size of the work force on all cases except under the conditions of Appendix A-2. No seasonal/temporary employee will operate any equipment requiring a CDL license, or any heavy equipment. No seasonal employee will operate tractors with buckets or self-propelled mowers that exceed 48" in diameter. Exceptions to equipment operation may be made in specific and individual circumstances with mutual approval of the City and Union.
2. **Rates of Pay.** Seasonal employees' rate of pay shall be in accordance with the seasonal/temporary pay plan established by the City Manager.
3. **Benefits.** Seasonal employees shall not be eligible for any benefits under this AGREEMENT except those which may be required by law.
4. **Probation Period.** All newly hired or rehired seasonal employees will serve a probationary period for the duration of their employment up to seven (7) months.

At any time during the probationary period, a newly hired or rehired seasonal employee may be terminated at the sole discretion of the EMPLOYER.

5. **Overtime.** No Retiree Seasonal Employee shall work any overtime unless all qualified full-time bargaining unit members have been offered first.
6. **Contract Provisions Applicable.** Seasonal employees shall not be covered by those provisions of the contract relating to:
 - Call Back
 - Discipline
 - Seniority
 - Insurance

CITY OF EDINA

APPENDIX A-3

CAREER DEVELOPMENT PROGRAM

The City of Edina Career Development Program was created to provide advancement opportunities for all employees based on their performance, training, education and years of service. The program consists of 6 steps. Each step will have a certain number of requirements and associated pay. As employees advance through the steps they also increase their wages beyond what is currently available under the existing situation. An employee is not precluded from performing duties at a higher step if they are qualified. In addition, **there is not a limit on the number of employees who may progress to a higher step and earn the higher wage rate available.**

The intent of the program is to provide the opportunity for employees to take greater ownership and responsibility for their professional development and advancement.

The following items serve to clarify the Career Development Program:

1. Definitions:

Division: Parks
Streets
Utilities
Mechanics
Electrical/HVAC

Public Service Worker: All Local 49 Maintenance Employees

Routine: A regular course of procedure

2. Step 2 is considered to be the standard or minimum step for public service workers. All Local 49 maintenance personnel need to acquire the qualifications necessary to meet the requirements of Steps 1 through 2 in order to successfully complete probation period.

Steps 3, 4, 5 and 6 have been created to recognize those employees who wish to advance in their field through training and education. Employees classified in any of these advanced steps will still be required to perform day-to-day maintenance tasks.

3. Employees are required to demonstrate that they continue to successfully meet the qualifications of the previous steps prior to their receiving approval to move to the next step. The City must provide employees with the opportunity to obtain the necessary training and practice to move within the Career Development Program. Not being provided the opportunity for training and practice will not preclude an employee from moving within the program. **To ensure every employee has equal access to training,**

the employee has the right to use the dispute resolution as outlined in Number 9 of Page 2 of the Career Development Program preamble.

4. **Each employee is responsible for initiating his or her progress to the next step available by submitting a written application to their immediate supervisor.** Once formal application is made, the following actions will take place:
 - A. The employee and team leader/supervisor will meet to establish a development program. It is the responsibility of the employee and team leader/supervisor exclusively to complete this step.
 - B. Once a career development program is established, a series of meetings (2 minimum) over the projected time of the development program are required. The meetings will be to review the progress and to establish items to be accomplished prior to the next meeting. This is meant to ensure steady progress. Completion times may be adjusted by mutual agreement.
 - C. The employee is responsible for completing the documentation (forms to be provided by the employer) regarding career development opportunities. Career development opportunities include the individual step requirements, training, and education that are specifically listed within each step.
5. The City reserves the right to place new employees within the Career Development Program based upon the needs of the City and the individual's qualifications. Regardless of what step the employee is hired at, all new employees are subject to one year probation **and must meet the requirements of subsequent steps providing training is available.**
6. The City reserves the right to reclassify public service workers in steps 3, 4, 5 or 6 if such employee no longer successfully fulfills the requirements of their respective step. The employee would be provided with a six month period to resolve what deficiencies exist prior to a reclassification, **unless it is evident that the employee is not capable of correcting the deficiency, in which case the employee will be subject to reclassification.** The team leader/supervisor is responsible for notifying the employee when a deficiency exists.
7. The grievance process as contained in the Labor Agreement between Local 49 and the City of Edina shall be followed for any disputes regarding any movement of public service workers.
8. The City has sole authority for determining whether an employee has qualified for advancement to the next public service worker step. The City will review the step advancement with a committee. The employee who is eligible for advancement shall have his/her program brought to a panel of three supervisors for review with the employee's team leader/supervisor.
9. A Career Development Committee would be created, as necessary, to act as a method of resolving disputes concerning the training and movement of the employees in the step

program. The committee will consist of two management representatives and two union representatives selected by the Labor Management Committee.

10. New equipment purchased or leased which is not listed in the Step Program shall be classified by Mutual Agreement.
11. The Business Agent and/or Steward will meet with newly hired employees during the first two weeks of employment to explain and discuss the Career Development Program and the Collective Bargaining Agreement.
12. Classes taken for steps shall be credited only for the time period that they were required – no carryover of hours.

Hourly wage rates under the Career Development Program shall be as follows:

	<u>2012</u>	<u>2013</u>
	2 %	2%
Step 1	23.06	23.52
Step 2	24.58	25.07
Step 3	25.41	25.92
Step 4	26.73	27.26
Step 5	28.23	28.79
Step 6	29.73	30.32

CITY OF EDINA

**MEMORANDUM OF UNDERSTANDING
Central Pension Fund**

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, subdivision 1(10).
2. The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the City will not be funded from any source other than this wage reduction.
3. The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.
4. A contribution of \$1.69 per straight time hour worked prevents any employee's annual CPF contributions from exceeding \$5,000.00 in a year and, therefore, complies with limitations set forth under Minnesota Statute §356.24, subd. 1(10) as amended.
5. The parties agree that the Public Employees Retirement Association interprets Employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
6. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.
7. The City of Edina does not warrant or represent the long term financial condition of the CPF.
8. Effective 3-29-08 the contribution rate equals \$1.69 per straight time hour worked.
8. Members, by majority vote, may change the contribution rate at any time during the life of the agreement. The Union and the Employer will work together to implement member approved changes as soon as practicable.

For IUOE, Local 49:

For the City of Edina:

Mark Pothen, ABR

Scott Neal, City Manager

Dated _____

Dated _____

CITY OF EDINA

**MEMORANDUM OF UNDERSTANDING
Commercial Driver's License**

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 no more than five (5) Public Works employees in the Local 49 Bargaining Unit at any given time. Additionally, only a maximum of three (3) of the above five (5) Public Works employees may be without a Class C driver's license

- A. If an employee temporarily loses his/her CDL, the Employer will accommodate the employee by assigning him/her to duties that do not require a CDL, not to exceed twelve (12) months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
- B. If an employee temporarily loses his/her driver's license, the Employer will accommodate the employee by assigning him/her to duties that do not require a driver's license, not to exceed six (6) months during the employee's tenure with the City, and not to exceed two (2) revocations as a result of driving violations.
- C. 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 Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer.
- D. 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.
- E. This Memorandum of Understanding applies to driving violations outside the workplace.
- F. This Memorandum of Understanding does not include positive test results from the Department of Transportation's required random testing.
- G. A seventeen percent (17%) 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, 2012 through December 31, 2013. As of January 1, 2014, this Memo may be extended, modified, or eliminated at either party's request.

For IUOE, Local 49:

For the City of Edina:

Mark Pothen, ABR

Scott Neal, City Manager

Dated _____

Dated _____

**MEMORANDUM OF UNDERSTANDING
Health Care Savings Plan**

THE FOLLOWING AGREEMENT ADDRESSES MEMBER PARTICIPATION IN THE CITY'S HEALTH CARE SAVINGS PLAN

The City of Edina and the International Union of Operating Engineers, Local 49 agree that members will participate in the City's current Health Care Savings Plan outlined as follows:

1. Effective April 1, 2003, this program applies to all regular full-time employees.
2. Employees with less than five years of service do not participate in the HCSP.
3. For all employees with more than five years of service, participation in the HCSP is mandatory.
4. Employees eligible to receive a severance payment for unused sick leave at termination of employment must contribute the entire sick leave portion of their severance to the HCSP account up to a maximum of 960 hours.
5. Employees eligible to receive six weeks severance pay at termination instead of payment for sick leave must contribute the entire six weeks severance payment to their HCSP account.

For IUOE, Local 49;

For the City of Edina;

Mark Pothén, ABR

Scott Neal, City Manager

Dated _____

Dated _____