

AGREEMENT

By and Between

CITY OF PROCTOR - OFFICE

and

**TEAMSTERS GENERAL LOCAL UNION NO. 346
Duluth, Minnesota**

**January 1, 2020
through
December 31, 2022**

Health and Welfare Opener w/Wages 2020 - Wage Opener 2021 (1/1/22)

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City of Proctor—Office

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AGREEMENT

By and Between

CITY OF PROCTOR—OFFICE

And

TEAMSTERS GENERAL LOCAL UNION NO. 346

The **City of Proctor**, Minnesota, hereinafter referred to as the Employer, and **Teamsters General Local Union No. 346 of Duluth, Minnesota**, affiliated with the **International Brotherhood of Teamsters**, hereinafter referred to as the Union, agree to the following terms and conditions of this contract.

ARTICLE 1.

RECOGNITION: Section 1. The Union shall be the sole representative of the unit composed of those classifications of employees covered by this Agreement in Collective Bargaining with the Employer. There shall be no discrimination or discharge against any employee because of Union affiliation.

ARTICLE 2.

UNION SECURITY: Section 1. A. All present regular employees who are members of the Local Union on the effective date or on the date of execution of this Agreement, whichever is later, shall remain members of the Local Union in good standing as a condition of employment. All regular employees (excluding temporary employees as defined in Article 13, Section B) who hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the 31st day following the beginning of their employment, or on and after the 31st day following the effective date of this contract, whichever is the later.

B. The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and legal uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions, prior to the end of the month for which the deductions are made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check-off procedures and timing shall be worked out locally.

C. In accordance with MN Statute 179A.06.subd 3, the Union may require the Employer to deduct from the wages of each member of the bargaining unit who is

not a member of the Union, a fair share fee. Such deduction shall be made in the same manner as dues and remitted to the Union pursuant to Paragraph B.

ARTICLE 3.

GRANTING TIME OFF: Section 1. Absence: The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of people affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. Any Employee on official Union business will not be reimbursed by the City for mileage, meals, or hotels, and no overtime will be granted in making up time/work lost.

Section 2. Leave of Absence: Any employee desiring leave of absence from his/her employment shall secure written permission from his/her Employer, which shall be subject to approval by the Union. The maximum leave of absence shall be for one hundred eighty (180) days with no extensions. During the period of absence, the employee will retain his/her seniority as long as the employee does not engage in gainful employment in the same industry in classifications covered by this contract.

Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. The employee must make suitable arrangements for continuation of Health and Welfare and Pension payments before the leave may be approved by the Employer or the Union. The Employee will only be entitled to COBRA payments for Health and Welfare benefits during this period.

ARTICLE 4.

INDIVIDUAL AGREEMENT: The Employer agrees not to enter into any contract or agreement with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, unless the City has written consent of the bargaining unit.

ARTICLE 5.

CONDITIONS OF EMPLOYMENT: The Employer agrees that all conditions of employment which have been voluntarily instituted by the Employer relating to wages, hours or work, overtime differentials and vacations shall be maintained at not less than the highest minimum standard in effect at the time of signing this Agreement, unless specific provisions for changes are made elsewhere in this Agreement.

ARTICLE 6.

MANAGEMENT RIGHTS: Section 1. The Employer retains the full and unrestricted right to establish policy as to functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and direction and number of personnel; and to perform any inherent managerial function not specifically limited by the agreement as provided for in Minn. Stat. 179A.07 (Public Employment Labor Relations Act).

Section 2. The Employer may establish and enforce reasonable personnel policies that are not in conflict with the provisions of this Agreement. Such policies shall be applied and enforced without discrimination. The Employer shall provide copies of any proposed changes in personnel policies to the Union. New or amended personnel policies shall be available upon request to any employee, not less than fifteen (15) calendar days before their effective date.

ARTICLE 7.

REDUCTION OF WORK WEEK: In the event the work week, as defined in the Fair Labor Standards Act, as amended, is reduced, the Union may reopen the wage provisions of this contract upon giving sixty (60) days' notice to the employer to negotiate a new wage and Health and Welfare schedule.

ARTICLE 8.

UNION LIABILITY - UNAUTHORIZED ACTIVITY CLAUSE: It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Company a written notice which will list the Union's authorized representatives who will deal with the Employer, and to act for the Union and the Union shall not be liable for any activities unless so authorized. The Union shall not be liable for damages resulting from unauthorized acts of its members of this bargaining unit.

ARTICLE 9.

GRIEVANCE PROCEDURE and Contract Violation:

CONTRACT VIOLATIONS: A. In the event that the Employer violates the provisions of this Agreement relating to wages, hours of work, seniority rights, overtime differentials and vacation pay, any back pay owed to the employee because of such violation shall be paid by the Employer at the standard straight time and overtime rate

Grievance Procedure

Section 1. For the purpose of this Agreement, the term grievance" means any disputes

arising concerning the interpretation or application of the express provisions of this Agreement.

Section 2. In the event of such grievance arising, there shall be no suspension of operations but an earnest effort shall be made to resolve such grievances in the manner prescribed by this Agreement.

Section 3. The Employer and the Union agree that the investigation and processing of grievances shall be accomplished during the normal work day without a reduction in wages or loss of time to the aggrieved or the Union steward while consistent with employee duties and responsibilities. Employees will not be granted any overtime to complete his/her job duties while attending to a grievance as long as there is a reasonable effort by both parties to settle said grievance.

PROCEDURE

Section 4. Grievances, as defined above, 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 fifteen (15) calendar days after such alleged violation has occurred present such grievance to the City Administrator or his designee.

The City Administrator/Designee shall give the Union the Employer's Step 1 answer in writing within fifteen (15) calendar days. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered appealed to Step 2.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer personnel committee as the Step 2 representative. The personnel committee shall give the Union the Employer's 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 personnel committee's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered appealed to Step 3.

Step 3. If appealed, the written grievance shall be presented by the Union and the Employer mutually to grievance mediation. A written request shall be submitted by both the Union and the Employer to the Commissioner of the Bureau of Mediation Services for a mediator to call the parties together. If the grievance is not resolved in mediation the grievance shall be considered appealed to Step 4.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration within ten (10) days of the mediation session subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Step 5. The time limit in each Step may be extended by mutual written agreement by the Employer and the Union in each Step. Service shall be deemed effective if it is postmarked within the time periods specified in Section Four (4).

ARBITRATOR' S AUTHORITY

Section 5. 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.

Section 6. 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 is later, unless the parties agree to an extension.

Section 7. The fees and expenses of 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 provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 8. If a grievance is not appealed by the bargaining unit to the next step within the specified time limit or any agreed extension thereof, the grievance shall be considered closed and settled. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, it shall be considered closed and settled. The time limit in each may be extended by mutual agreement of the Employer and the Union in each step.

Section 9. The Employer shall furnish the Union with the names of the Employer-designated representatives for each step and shall notify the Union upon any change of designated representatives.

ARTICLE 10.

PROTECTION OF RIGHTS: It is not to be considered a violation of this Agreement for members of the Union working under this Agreement to refuse to go through a picket line. The Employer shall not discharge, coerce, intimidate, or discriminate against any employee for refusing to go through such picket line.

In cases of severe snowstorms or floods blocking public streets, sewers, etc., the Union shall provide for access through picket lines where necessary to alleviate the emergency.

ARTICLE 11.

SENIORITY: A. There shall be two Seniority lists, one list with City Seniority and one list with Department Seniority. Department Seniority shall prevail, City Seniority shall prevail only for accrual of benefits. A list of employees arranged in the order of their seniority date for the city and for the department shall be posted in City Hall and a copy of same forwarded to the Union each time an employment or classification change has taken place.

B. New regular full time employees hired after January 1, 2017, shall serve a twelve (12) month probationary period (all in compliance with City Code 204.03).

C. A temporary employee shall attain seniority when he/she has been employed ninety (90) working days, within a one-hundred and fifty (150) calendar day period. During temporary period, employees shall acquire no seniority or re-employment rights and may be laid off or discharged at the Employer's discretion. A temporary employee shall be defined as an employee hired to do Teamster's bargaining unit work as stated in Article 20 of the current labor agreement, and whose employment with the City of Proctor in such classifications does not exceed ninety (90) working days (in a calendar year). The temporary employee shall be informed of his/her temporary status at or before hiring, and will sign a temporary employee work status form. After said period of employment, employee shall be placed on the seniority lists in the order of date of latest employment. If any full-time, regular bargaining unit position becomes available, said position will be filled from the applicable Proctor Teamster seniority list. Any Proctor Teamster member of the bargaining unit covered under this contract, who is on lay-off status shall be offered only bargaining unit work of which they are a member of and must demonstrate knowledge and aptitude of the position applied for to the Employers decision. If the work is not accepted by the Teamster member or members on lay-off, the City shall have the right to hire non-Teamster employees for the positions declined by the Teamsters.

D. When a vacancy occurs or a new job is to be filled, the job shall be posted for three (3) days and all eligible employees are entitled to apply for the job and shall apply by signing the posted bid within the three (3) day period. Should the Employer raise the

question regarding the qualifications of an employee bidding for the job and a dispute arises from the questioning of the employees qualifications, along with written documentation as to why the employer feels the internal candidate is not qualified, and the Union still disagrees, then this dispute shall be referred to the grievance procedure. If there are no applications for said new job or vacancies within the three (3) day period, the Employer may select a new employee to fill the job without restriction.

E. Inability to work because of proven non-occupational sickness or non-occupational injury lasting less than six (6) months shall not result in the loss of seniority rights. If such absence exceeds six (6) months, the employee's seniority status shall be determined by joint action of the Employer and the Union.

F. An employee shall cease to have seniority if:

1. He/She is absent for three (3) days without notifying the Employer.
2. He/She does not return to work promptly when contacted.
3. He/She does not return to work within five (5) days after being given notice by registered mail at his last known address.
4. Resignation or retirement.
5. Discharge for just cause.
6. Failure to return to work as scheduled upon expiration of a leave of absence.

G. Any questions or dispute arising relative to the individual employee's standing on the seniority list shall be subject to settlement by the Employer and the Union. Failure upon the parties to agree, the matter shall be referred to the grievance procedure.

H. However, nothing herein shall require the Employer to retain or rehire any employee who is not qualified to perform the work available, with the understanding of having proof as to why he/she is not qualified.

ARTICLE 12.

PHYSICAL EXAMINATION: A. Physical, mental or other examinations required by a government body or the Employer, shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees will be required to take examinations during their working hours, and receive compensation for all hours spent during such examination.

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union's expense.

B. Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

ARTICLE 13.

DISCHARGE: The Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union affected except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, drinking on the job, verified use of illegal drugs and misuse of prescription medication, recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers while on the job or other serious offense. The warning notice as herein provided shall not remain in effect for a period of more than one (1) year from the date of said warning notice so long as the employee does not have related discipline during the one (1) year period. Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done on employee, he/she shall be reinstated and compensated at his/her usual rate of pay while he/she has been out of work.

ARTICLE 14.

PAY PERIOD: The Union and the Employer may, by mutual agreement, provide for biweekly pay periods. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose. Institution of bi-weekly pay periods shall include a holdback of seven (7) days subject to mutual agreement on the length of the implementation period.

ARTICLE 15.

DAILY GUARANTEE: A. Employees shall receive full pay for all time spent in the service of the Employer. There shall be no split shifts or split weeks except as provided for in this Agreement.

B. The regular work day shall be eight and one half (8 1/2) hours to include a 30 minute unpaid lunch period. All employees shall start no later than 8:00 a.m. and work not later than 5:00 p.m., unless otherwise mutually agreed upon. Employees who work more than ten (10) consecutive hours shall be granted an additional one-half (1/2) hour paid lunch break.

C. Employees shall be guaranteed a minimum of two and two-thirds (2-2/3) hours pay for all unscheduled call-outs at one and one-half (1-1/2) times the regular hourly rate of pay, except holidays which are four (4) hours.

D. Overtime shall be paid for all time worked before or after the regularly scheduled work day, except as provided herein.

E. Effective immediately, the normal work hours are 8:00 a.m. to 4:30 p.m. unless otherwise mutually agreed to between supervisor and Employee, with two 15 minute coffee breaks (which can be put together for one 30 minute break) and a 30 minute unpaid lunch. If a break or lunch is missed due to work, every possible attempt must be made to reschedule the break later in that same day. Thus, an employee cannot leave work early without approval by the City Administrator. Also, if due to some emergency, breaks and/or lunch cannot be taken, approval must be obtained from the City Administrator. In the event of overtime the Employee must notify by text, call, or email and approval must be given by the City Administrator, or Police Chief.

ARTICLE 16.

WEEKLY HOURS AND OVERTIME RATES: A. the Employer agrees to guarantee all regular employees five (5) standard consecutive days of work, Sundays excluded, and each standard day shall be eight (8) hours per day, and each standard work week shall be forty (40) hours per week, commencing Monday or Tuesday.

B. 1. Employees shall receive time and one-half (1-1/2) the regular rate of pay for all time worked over eight (8) hours per day and forty (40) hours per week, Monday through Friday or Tuesday through Saturday.

2. Double time will be paid for all time worked in excess of twelve (12) hours in a day.

C. 1. Time and one-half (1-1/2) will be paid for all work performed on Saturday, within the terms of this Agreement.

2. If called out on a Sunday - Employees will be paid at two times the regular rate of pay for all hours worked. However, Employee must notify by text, call, or email and approval must be given by the City Administrator, or Police Chief.

D. There shall be no pyramiding of overtime.

E. In case an employee is absent voluntarily or because of sickness or disability, employee shall not receive the forty (40) hour guarantee for that work week, but if available the employee must use compensatory time, sick time or vacation time to ensure their forty (40) hour week, under certain situations an Employee may

be required to provide documentation as to their absence. An employee called to fill a vacancy of another employee absent voluntarily or because of illness or disability shall receive only the daily guarantee.

- F. Employees shall have the option of receiving compensatory time off at the rate of one and one-half (1-1/2) times the hours worked in lieu of paid overtime. Accumulation of compensatory time shall be limited to eighty (80) hours per calendar year, on December 31st of each year it will be cashed out or paid down to thirty-two (32) hours of compensatory time. Employees will have the option to sell their comp time back to the City for pay a minimum of twice in a calendar year but request must be done in writing to the City Administrator and must be signed by both parties. Compensatory time off shall be granted upon mutual agreement between the Employer and Employee.

ARTICLE 17.

REST PERIOD: There shall be a fifteen (15) minute rest period once in the forenoon and once in the afternoon. An Employee will not be permitted to work through their rest periods or thirty (30) minute unpaid lunch in order to leave work earlier than their scheduled shift, unless otherwise mutually agreed to by the City and the Employee.

ARTICLE 18.

HOLIDAYS: Section 1. Regular employees shall not be required to work on Sunday, except in an emergency, and shall be paid eight (8) hours' pay at the straight time hourly rate for the following fourteen (14) holidays:

New Year's Day	Memorial Day	Thanksgiving Day
Veteran's Day	Christmas Day	Labor Day
Fourth of July	Christmas Eve Day	4 Floating Holidays
Martin Luther King Day	President's Day	

Or days celebrated as such, when not worked, which fall on employee's regularly scheduled work day, provided they comply with the qualifications set forth hereinafter.

Section 2. Regular employees called to work on any of the above listed holidays shall be paid a minimum of four (4) hours' pay at one and one-half (1-1/2) times the regular rate in addition to the eight (8) hours referred to above.

Section 3. In the event a holiday falls within an employee's vacation period, he shall be granted an additional day's vacation with pay.

Section 4. The Employer shall make every attempt to allow all employees to utilize compensatory time on the day after Thanksgiving.

ARTICLE 19.

CLASSIFICATIONS AND RATES OF PAY: The following shall be the rates of pay in the classifications of work covered herein: 3% increase each year of the Agreement.

<u>CLASSIFICATIONS</u>	<u>01-01-20</u>	<u>01-01-21</u>	<u>01-01-22</u>
Marketing and Communications Manager	\$21.97	Wage Opener	Wage Opener
Police Records Mngr.	\$20.38	Wage Opener	Wage Opener
Police Records Tech	\$18.91	Wage Opener	Wage Opener

Shift Differential - .25 cents per hour for regularly scheduled shift starting between 12:01 a.m. and 5:00 a.m. This shall be for entire shift.

Beginning in years 2021 and 2022 It is agreed the minimum wage increase will be a two (2) percent increase in each year of the contract with a wage opener to be discussed concurrently with Health and Welfare portion of this agreement.

Both Parties agree that the Police Records Manager will receive a monthly allowance of \$50.00 to maintain the duties of the Property Room, which is not a job duty of this position.

ARTICLE 20.

JOB TRANSFER: When an employee is requested to do work in a higher-rated classification for a minimum of eight hours, he/she shall receive the higher rate of pay for actual hours worked, and notify his/ her supervisor within twenty-four (24) hours if possible, of working in that classification. When an employee is requested to work in a lower-rated classification, he/she shall receive his/her regular rate of pay for all such lower-rated work performed.

ARTICLE 21.

JOB REVIEWS: When the Employer changes, adds to, and or modifies an Employees shift, or job duties the Employee will have the right to sit down with the City Administrator, and Union Representative and have a fair evaluation to discuss changing the job description, hours, and or wages to justify the new job duties.

ARTICLE 22.

VACATIONS: Section 1. For the purpose of this paragraph and contract, a vacation week is described as a standard week provided for in this contract. Vacation pay is defined as the regular rate of pay at which the employee is employed for a standard week or a standard day. Each employee shall receive a vacation with pay as follows:

- (a) Employees who have one (1) years seniority shall accumulate one (1) week of vacation per year worked.
- (b) Employees who have two-five (2-5) years seniority shall accumulate two (2) weeks of vacation per year worked.
- (c) Employees who have six-twelve (6-12) years seniority shall accumulate three (3) weeks of vacation per year worked.
- (d) Employees who have thirteen-nineteen (13-19) years seniority shall accumulate four (4) weeks of vacation per year worked.
- (e) Employees who have twenty-twenty-four (20+) years seniority shall accumulate five (5) weeks of vacation per year worked.

Section 2.

- (a) All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation, unless they retire, quit, or are laid off.
- (b) Any employee who has quit or been laid off shall receive his/her pro-rated vacation provided he/she has worked his/her first full year with the Employer.
- (c) Vacation accumulation shall not exceed one and one-half (1 1/2) times the amount of vacation earned in one (1) year or 184 hours, whatever is greater, provided the Employee uses at least one-half (1/2) the amount of vacation earned in that year.

ARTICLE 23.

COMPENSATION: In the event that an employee is disabled by an accident or injury which is compensable, and such employee at the time of such accident shall have eighteen (18) months seniority rights with the Employer and the disability is such that there is a waiting period before compensation begins under the Workmen's Compensation Act of the State of Minnesota, the Employer agrees to pay to the employee his/her weekly wage for the one (1) week waiting period. In the event the waiting period is eventually paid by the Employer's insurer, the employee shall pay to

the Employer the amount of compensation received from the insurer for said period; or the Employer may deduct the same from the employee's next wage check if the employee is employed.

ARTICLE 24.

HEALTH AND SANITATION. Clean, sanitary rest rooms shall be maintained at all times by the Employer. During the winter months, the temperature in the building shall be maintained at a level to insure the comfort of the employees and the efficient and proper operation of the business.

ARTICLE 25.

HEALTH AND WELFARE: SECTION 1. Any person hired after January 1, 2017 will be required to pay fifteen (15) percent of their insurance premium whether it be single, single plus one, or family coverage.

Section 2. The Employer agrees to continue, without premium cost to the employee, the present Health and Welfare Insurance Program in effect.

The City of Proctor-Office and Teamsters General Local Union No. 346 will re-open negotiations to present Health and Welfare Program options to members in 2020.

Section 3. If the coverage of benefits is reduced, or the cost to the employees benefits (co-pay, deductible, etc.) increases - the parties agree to reopen negotiations on this Article and Article 19 - Classifications and Rates of Pay.

ARTICLE 26.

RETIREMENT. The Employer further agrees that the Public Employees Retirement Association Plan shall also be continued in effect during the life of this Agreement.

ARTICLE 27.

SICK LEAVE: Regular employees shall receive twelve (12) days sick leave each year. Unused portions of sick leave each year shall accumulate to the employee's credit until a total of 1080 hours is arrived at.

Permissible uses of sick leave are as listed in City policy: "Absenteeism/sick leave" as are City's rights to require physician's certifications, return to work issues.

When an employee has three (3) or less unscheduled sick days in a calendar year, the Employer will deposit 24 hours of accrued sick time into the Health Care Savings Account of such employee at the end of the calendar year.

25% (1/4) of unused accumulated sick days will be deposited into the employee's HCSP upon retirement.

ARTICLE 28.

LOSS OR DAMAGE: Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for equipment.

ARTICLE 29.

SEPARABILITY AND SAVINGS CLAUSE: Section 1. This Agreement is subject to the laws of the United States and the State of Minnesota.

Section 2. In the event that any provision of this Agreement shall be held to be contrary to the law by a court of competent jurisdiction from whose final judgment of 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 re-negotiated upon written request of either party.

ARTICLE 30.

JURY DUTY PAY: Any regular employee who is required to serve on a jury shall be paid by the City his/her hourly rate for regular hours worked, that were missed due to jury duty, and reimburse the City with his jury duty check, when it arrives.

ARTICLE 31.

FUNERAL LEAVE: Each employee shall be allowed four (4) days off with pay, to attend the funeral and arrangements of their immediate family. The term "immediate family" shall mean spouse, son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren, stepparents, stepchildren, legal guardian or any relative residing with the employee or with whom the employee is residing.

ARTICLE 32.

EXPIRATION DATE: Section 1. This Agreement shall be effective from the first day of January, 2020, and shall continue in full force and effect up to and including the 31st day of December, 2022, and shall automatically renew itself thereafter, until and unless either party at least sixty (60) days before the 31st day of December, 2022, notifies the other party in writing that it desires to terminate or modify the Agreement. If the notice is one of modification, the parties shall then begin negotiation of the proposed modifications as soon as possible after such notice has been given. During the period of negotiation on the modifications, the terms and conditions of the Agreement on which there was no request for modifications shall remain in full force and effect.

IN WITNESS WHEREOF we have set our hands and seals this 30th day of January, 2020.

THE CITY OF PROCTOR

By: 

Mayor

By: 

City Administrator

**TEAMSTERS GENERAL
LOCAL UNION NO. 348**

By: 

Roderick Alstead
Secretary-Treasurer

By: 

ZSR Rozok
President