

AGREEMENT

By and Between

**CITY OF PROCTOR
Street Department**

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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AGREEMENT

By and Between

CITY OF PROCTOR

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 AUnion@, 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.

SAFETY EQUIPMENT & EXPENSES: No Employee shall be required to drive a truck that does not comply with all state and city safety regulations. All employees shall be required to report all known defects on equipment.

All trucks shall be equipped with adequate heaters and adequate floor matting, and during the winter months, defrosting devices for the safety of the drivers.

The Employer agrees to reimburse each employee up to a maximum of \$175 per year for safety boots after Employee presents Employer with receipt for boots.

Employer will lease city owned cloth coveralls for employees or purchase said coveralls as well as a washer & dryer for cleaning said coveralls.

Driver's License fee is to be paid by the Employer for classifications needed.

City agrees to pay for the difference for employees to maintain anything above a Class C drivers license (as needed for City work).

One (1) Union employee will serve on the City Employees Safety Committee which will meet during the workday.

ARTICLE 4.

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 men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. No compensation will be given or reimbursed for overtime, mileage, meals, and lodging.

Section 2. Leave of Absence: Any employee desiring leave of absence from his employment shall secure written permission from his Employer, which shall be subject to approval by the Union. The maximum leave of absence shall be for one hundred and eighty (180) days. During the period of absence, the employee shall not engage in gainful employment in the same industry in classifications covered by this contract. The employee prior to leave being granted will state the reason for the leave with documentation."

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.

ARTICLE 5.

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

ARTICLE 6.

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 7.

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 prior to posting. New or amended personnel policies shall be posted on appropriate bulletin boards not less than fifteen (15) calendar days before their effective date.

Section 3. The Working Foreman and City Administrator have the sole discretion to hire summer staff

ARTICLE 8.

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.

ARTICLE 9.

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 schedule.

ARTICLE 10.

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.

ARTICLE 11.

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.

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 ARules 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 to the next step within the specified time limit or any agreed extension thereof, it shall be considered appealed to the next step. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, it shall be considered appealed to the next step. 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 12.

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 13.

SENIORITY: A. Seniority rights shall prevail. A list of employees arranged in the order of their seniority shall be posted in the plant and a copy of same forwarded to the Union every twelve (12) months. In reducing the personnel because of lack of work, the last man hired shall be the first laid off, and in calling men back to work, the last man laid off shall be the first man returned to work; and is further defined as the principle that in cases of filling vacancies for new jobs, seniority shall prevail herein.

B. Newly hired regular full-time employees shall serve a ninety (90) day probationary period (all in compliance with City Code 204.03).

C. A temporary employee shall attain seniority when he/she has been employed sixty-seven (67) working days, within a one (1) calendar year. Per MNPELRA and MN Statutes 179A.03. 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 list 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 who is on lay-off status shall be offered any bargaining unit work, to include part-time or seasonal employment. 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 on the qualifications of the employees bidding for the job and a dispute arises, this dispute shall be referred to 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. The Employer shall appoint the working foreman.

F. Inability to work because of proven non-occupational sickness or non-occupational injury lasting less than one (1) year shall not result in the loss of seniority rights. If such absence exceeds one (1) year, the employee's seniority status shall be determined by joint action of the Employer and the Union.

G. An employee shall cease to have seniority if:

1. He is absent for three (3) days without notifying the Employer.
2. He does not return to work promptly when contacted.
3. He 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.

H. 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 grievance procedure.

I. However, nothing herein shall require the Employer to retain or rehire any employee who is not qualified to perform the work available.

ARTICLE 14.

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 15.

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, 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 twelve (12) months from the date of said warning notice so long as the employee does not have related discipline during the twenty four (24) month 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 an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge, or suspension must be taken within ten (10) days by written notice, and a decision reached within twenty (20) days from the date of discharge, or suspension. If no decision has been rendered within twenty (20) days, the case shall then be taken up as provided for in grievance procedure of this Agreement.

ARTICLE 16.

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 17.

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 normal work hours are 7:30 a.m. to 4:00 p.m. 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. Employees who work more than ten (10) consecutive hours shall be granted an additional one-half (1/2) hour paid lunch break. 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. All overtime must be approved by the City Administrator or in the case of an emergency call-out by the Police, be supported by their reports.

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 (1.5) 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 workday, except as provided herein.

ARTICLE 18.

WEEKLY HOURS AND OVERTIME RATES: A. The Employer agrees to guarantee all regular employees five (5) standard consecutive days of work, Saturdays and 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.

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.

2. Double time will be paid for all time worked in excess of twelve and one half (12-1/2) hours in a day, a 30 min unpaid lunch is included in the 12.5 hours.

C. 1. Time and one-half will be paid for all overtime work for the first four (4) hours of work. All hours thereafter will be paid at two (2) times the regular rate of pay.

2. If called out on a Sunday - up to three (3) employees will be paid at two times the regular rate of pay for all hours worked. However, if more employees are needed, approval must be given by the City Administrator or person in charge.

D. There shall be no pyramiding of overtime.

- E. In case an employee is absent voluntarily or because of sickness or disability, he shall not receive the forty (40) hour guarantee for that work week, and 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 (1.5) times the hours worked in lieu of paid overtime. Accumulation of compensatory time shall be limited to one hundred (100) hours in one calendar year. Employees will be able to only carryover thirty-two (32) hours of compensatory time into the following calendar year commencing on January 1 of each year. In requesting to have an employee's compensatory time paid, it must be done so in writing prior to the last full pay period of the calendar year. An employee shall be allowed to carry over additional time after December 31st if said employee requested time off but was denied, this time will expire 31 days after December 31st, date of expiration will be January 31st.
- G. Foreman shall do the assigning of overtime. Foreman's pay will be paid only to the regular foreman on call outs. Overtime will be equally distributed as can be between employees.

ARTICLE 19.

REST PERIOD: There shall be a fifteen (15) minute rest period once in the forenoon and once in the afternoon.

ARTICLE 20.

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 | 5 Floating holidays | |
| Martin Luther King Day | President=s Day | |

or days celebrated as such, when not worked, which fall on employee's regularly scheduled workday, 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 two (2) times their regular rate of pay. The Administrator must be notified in advance of the work being performed. Any employee that is on a scheduled Personal Day and called into work for eight (8) hours shall be paid at straight time and abide by

Article 18. Said employee shall have the opportunity to reuse their personal day until January 31, of the following year."

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 21.

CLASSIFICATIONS AND RATES OF PAY: The following shall be the rates of pay in the classifications of work covered herein:

<u>CLASSIFICATIONS</u>	<u>01-01-20</u>	<u>01-01-21</u>	<u>01-01-22</u>
Street and Sewer Maintenance Employees			
Truck Drivers and Equipment Operators	\$25.88	Wage Opener	Wage Opener
Working Foreman	\$30.42	Wage Opener	Wage Opener
Street Department Laborer	\$14.88	Wage Opener	Wage Opener

Shift Differential - 20 cents per hour for regularly scheduled shift starting between 12:01 a.m. and 5:00 a.m. This shall be for entire shift.

All new employees starting rate shall be eighty (80) percent of the full rate of classification per hour. After ninety (90) days the new employee will receive the full rate of pay of classification per hour. All new employees will be on a twelve (12) month probationary period and can be released from employment without cause.

Special Engineering License

The Employee that is licensed, recognized and selected by the City will receive a \$75/month stipend plus the cost Continuing Education hours. This licensed employee shall be required to post their license and assume liability for boiler inspection. The City will pay for all out-of-pocket costs prior to the Employee's assignment upon receipts thereof.

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.

****Additional "me-too" Clause:**

City agrees to a "me-too" clause, meaning that if any other bargaining unit or administrative staff receives an increase above 2%, Teamsters are to receive that increase as well.

ARTICLE 22.

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. When an employee is requested to work in a lower-rated classification, he shall receive his regular rate of pay for all such lower-rated work performed.

ARTICLE 23.

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 five (5) days of vacation per year worked.
- (b) Employees who have two (2) years seniority shall accumulate ten (10) days of vacation per year worked.
- (c) Employees who have six (6) years seniority shall accumulate fifteen (15) days of vacation per year worked
- (d) Employees who have twelve (12) years seniority shall accumulate twenty-one (21) days of vacation per year worked.
- (e) Employees who have fourteen (14) years seniority shall accumulate twenty-two (22) days of vacation per year worked.
- (f) Employees who have sixteen (16) years seniority shall accumulate twenty-three (23) days of vacation per year worked.
- (g) Employees who have eighteen (18) years seniority shall accumulate twenty-four (24) days of vacation per year.
- (h) Employees who have twenty (20) years seniority shall accumulate twenty-five (25) days of vacation per year.

Section 2.

- (a) All vacations earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation.
- (b) Any employee who has quit, has been laid off, or retired shall receive his pro-rated vacation provided he has worked his first full year with the Employer.
- (c) Vacation accumulation shall be capped at 184 hours, any excess over this cap will be forfeited after December 31st of the following year (this allows vacation cap of 184 hours to be exceeded during the year, but at December 31st of the year, any excess over 184 hours will be forfeited).
- (d) Vacations will be bid by seniority by February 28 of that year.
- (e) At no time shall there be less than two (2) full-time employees scheduled
- (f) Every effort must be made to notify, (in this order), the Administrator or Deputy Clerk, of employees that will be on vacation of two (2) or more days.

ARTICLE 24.

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 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 25.

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 26.

HEALTH AND WELFARE: The Employer agrees to continue without premium cost to the employee, the present Health and Welfare Insurance Program in effect. If the coverage of benefits is reduced or the cost to the employees' benefits (copay, deductible, etc.) increases, the parties agree to reopen negotiations on this Article and Article 21 – Classifications and Rates of Pay.

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

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

ARTICLE 27.

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 28.

SICK LEAVE: Regular employees shall receive eighteen (18) days sick leave each year. Unused portions of sick leave each year shall accumulate to the employee's credit until a total of one hundred thirty (130) days is arrived at.

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

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

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

ARTICLE 29.

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 30.

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 31.

JURY DUTY PAY: The city will pay the employees' wages while on jury duty and the employee will provide documentation of the jury duty and remit the payment to the City.

ARTICLE 32.

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 33.

CELL PHONES: Full time employee's other than working foreman will receive forty (40) dollars a month cell phone allowance. Working Foreman shall receive fifty (50) dollars per month. These payments will be issued on a separate check.

ARTICLE 34.

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: [Signature]

Mayor

By: [Signature]

**TEAMSTERS GENERAL
LOCAL UNION NO. 346**

By: [Signature]

Roderick Alstead
Secretary-Treasurer

By: [Signature]

City Administrator

**Zachary Radzak
President**