

LABOR AGREEMENT BETWEEN

**THE CITY OF ANOKA
AND
MINNESOTA TEAMSTERS
LOCAL #320**

ELECTRIC UTILITY UNIT

2020 through 2022

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**LABOR AGREEMENT
BETWEEN
THE CITY OF ANOKA AND
MINNESOTA TEAMSTER LOCAL 320
Electric Utility Unit**

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Anoka hereinafter called the Employer and the Minnesota Teamsters Local #320, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties, and
- 1.4 Place in written form, the parties agreement upon terms and conditions of employment, for the duration of this Agreement.

The Employer and the Union through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subdivision 8, for all personnel in the following job classifications:

Leadperson (Journeyman Lineworker-Lead)	Groundperson
Lineperson (Journeyman Lineworker)	Purchasing/Eng. Technician
Electrician	Chief Utility Clerk
Tree Trimmer Foreman	Utility Clerk
Tree Trimmer II	Master Electrician/Meter Maintenance
Journeyman Electrician/Meter Person	

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 DEFINITIONS

- 3.1 **UNION:** The Minnesota Teamsters Public and Law Enforcement Employees Union Local #320.
- 3.2 **UNION MEMBER:** A member of the Minnesota Teamsters Public & Law Enforcement Employees Union Local #320.

- 3.3 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 3.4 **EMPLOYER:** The City of Anoka.
- 3.5 **BASE PAY RATE:** The Employee's hourly pay rate exclusive of longevity or any other special allowances.
- 3.6 **COMPENSATORY TIME:** Time off the employee's regularly scheduled work schedule equal to overtime worked.
- 3.7 **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.
- 3.8 **STRIKE:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.9 **LEADPERSON:** One who is designated by the employer to assume onsite responsibilities in the absence of supervision.

ARTICLE 4 EMPLOYER SECURITY

- 4.1 The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.
- 4.2 Any employee who engages in a strike may have his/her appointment or employment terminated by the Employer, effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee. An employee who is absent from any portion of his/her work assignment without permission or who abstains wholly or in part from the full performance of his/her duties without permission from his/her Employer, on the date or dates when a strike occurs, is prima facia presumed to have engaged in a strike on such date or dates. An Employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or re-appointed or employed or re-employed, but the employee shall be on probation for two years with respect to tenure or contract of employment, as he/she may have theretofore been entitled. No employee shall be entitled to any daily pay, wages or per diem for the days on which he/she engaged in a strike.

ARTICLE 5 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 an 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 6 UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the Employer, in writing, of such choice and changes in the position of Steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7 NON-DISCRIMINATION

- 7.1 The Employer and the Union hereby agree to comply with Federal and State Statutes regarding Equal Opportunity Employment.

ARTICLE 8 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

8.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

8.2 UNION REPRESENTATIVES

The Employer shall 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, as provided by 6.2 of this Agreement.

8.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved Employee and a 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 that 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 of the Employer.

For the purposes of the Grievance Process, the Employer Designated Step 1 representative is the Electric Utility Director or Employee's Supervisor, as designated by the Electric Utility Director. The Employer Designated Step 2 representative is the Assistant City Manager. The Employer Designated Step 3 representative is the City Manager.

8.4 PROCEDURE

Grievances, as defined in Section 8.1, shall be resolved in conformance with the following procedures:

STEP 1 An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 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 grievances within ten (10) calendar days after receipt of such grievance. 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 representative. The Employer-designated Step 3 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 by the Union shall be submitted to arbitration, 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 Public Employment Relations Board.

8.5 ARBITRATOR'S AUTHORITY

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only

the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing on 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, the cost shall be borne by the party requesting such record. If both parties desire a verbatim record of the proceedings, the costs shall be shared equally.

8.6 WAIVER OF TIME LIMITS

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 the 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 Union in each step.

ARTICLE 9 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Anoka. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 10 SENIORITY

- 10.1 Seniority shall be determined by the Employee's length of continuous employment within a specified department and may be posted in an appropriate location. Seniority rosters shall be maintained by the Employer on the basis of time in a specific job classification and department.
- 10.2 A reduction of work force will be accomplished on the basis of seniority within the specific job classification and bargaining unit. Both conditions would be a factor in determining layoffs. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired. Notification shall be sent to the employee's last known address via certified mail. The employee shall have twenty (20) calendar days from the date of mail, to respond to the human resources office. If the human resources office does not receive a response from the employee within the twenty (20) calendar days, the employer may hire

someone else within the two-year period. The employee with the higher seniority would also have to meet the qualifications of the employee he/she is replacing.

ARTICLE 11 DISCIPLINE

- 11.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- A. Oral Reprimand;
 - B. Written Reprimand;
 - C. Suspension;
 - D. Demotion; or
 - E. Discharge.
- 11.2 Suspensions, demotions and discharges will be in written form.
- 11.3 Written reprimands, notices of suspension and notices of discharge which are to become part of the employee's personnel file shall be read and acknowledged by a signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 11.4 Employees may examine their own individual personnel file at reasonable times under the direct supervision of the Employer.
- 11.5 Discharges will be preceded by five (5) days suspension without pay.
- 11.6 Employees will not be questioned concerning disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 11.7 Grievances relating to this Article shall be initiated by the Union in Step 3 of the Grievance Procedure under Article 8.

ARTICLE 12 CONSTITUTIONAL PROTECTION

- 12.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 13 WORK SCHEDULES

- 13.1 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.
- 13.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal 7:00 a.m. through 3:00 p.m. day. The Employer will give twelve (12) working hours notice to the employees affected by the establishment of work days different from the employees normal eight (8) hour work day.
- 13.3 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 required unless unusual circumstances prevent him/her from so working.

- 13.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 13.5 Employees covered by this Agreement will be allowed a maximum of thirty (30) minutes for rest periods during an eight hour shift. In order to provide flexibility in the administration of this employee benefit, the department head will prescribe rules governing same, after consultation with the employee's designated representative.

ARTICLE 14 OVERTIME

- 14.1 Employees shall have the option of being compensated at one and one-half (1-1/2) times the base rate of pay or receive compensatory time off at one and one-half (1-1/2) times each hour worked in excess of the employee's regular scheduled shift. Maximum accumulation, forty-eight (48) actual overtime hours worked. Changes of shifts do not qualify for overtime under this article. Any accumulated comp time hours not used by November 30th of each year will be deposited into the employee's Post Employment Health Care Savings Account. Any accumulated compensatory time may be requested to be paid out during the month of November, but prior to November 30th of each year. All use of compensatory time must be approved by the Supervisor. Request for use of compensatory time will be preceded by two (2) working days. In October of each year, the Supervisor will notify all employees as to the amount of compensatory time accumulation in their individual accounts.
- 14.2 Any employee scheduled to work for the purpose of assisting in the moving of buildings, houses, etc., shall receive one and one-half (1-1/2) times the employee's base rate of pay even though advance eighteen hour notice is given.
- 14.3 Any employee called out after 12 midnight who works more than four (4) hours shall be allowed a four (4) hour rest period without pay. If the four (4) hour rest period continues into the normal work schedule (7:00 a.m. - 3:30 p.m.) no compensation will be paid for those hours after 7:00 a.m.
- 14.4 Employees will be compensated at two (2) times the employee's base rate of pay for time worked in excess of twelve (12) continuous hours and for any scheduled electrical work on Saturday, Sunday or Holidays. (This does not include emergency callouts.)
- 14.5 Overtime will be distributed as equally as practicable.
- 14.6 Overtime refused by employees will be for record purposes under Article 14.4, considered as overtime offered, not worked. Overtime performed outside the City of Anoka scope of employment will not be charged to the individual or department overtime accounts.
- 14.7 For purposes of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 14.8 Overtime will be calculated to nearest fifteen (15) minutes.
- 14.9 When there is scheduled overtime for weekends, employees will receive 12 working hours notice. If the employer fails to give 12 working hours notice for scheduled overtime, the employee scheduled to work will receive an additional two hours pay at 1-1/2 times their regular rate of pay, in addition to the hours the employee worked. There will be no penalty for cancellation of scheduled overtime made ½ hour prior to the scheduled start time. For cancellations made less

than ½ hour prior to the scheduled start time, employees will be compensated at 2 times the employee's base rate of pay for two hours.

ARTICLE 15 CALL - STANDBY PAY

- 15.1 Any employee, except those on standby, who is called to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay at two times the employee's regular base pay rate, hours exceeding two (2) are paid at one and one-half times the employee's base rate of pay. An extension to a regularly scheduled shift for duty does not qualify the employee for the two (2) hours minimum.
- 15.2 Any employee on standby shall receive one (1) hour pay for every eight hours (8) standby duty.
- 15.3 Any employee on a standby assignment which includes an allowable holiday shall be given a compensatory day off. When an employee is called into work on a holiday, they shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours worked on the holiday and an equal number of hours placed back into their holiday accrual.
- 15.4 Employees on standby who are called to work outside of their regular work schedule, shall receive a minimum of two (2) hours pay at two times the employee's base rate of pay, hours exceeding two (2) are paid at one and one-half time the employee's base rate of pay. An extension to a regularly scheduled shift for duty does not qualify the employee for two (2) hour minimum.
- 15.5 Employees shall check in at the beginning of each call and check out at the completion of each call. Additional calls received during the time an employee is on call does not qualify the employee for additional two hour minimum pay.

ARTICLE 16 COMFORT AND SAFETY

- 16.1 The employer and the union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 16.2 First aid kits shall be stocked and placed at each work station.
- 16.3 All employees who are injured during the course of their employment shall file an accident report with the designated supervisor, no matter how slight the injury, on forms furnished by the Employer.
- 16.4 The Employer shall comply with the provisions of Minnesota Statutes, Chapter 182.653. Maintenance of safe work areas and the prevention of accidents are the continuing responsibilities of the Employer and the Employees. Employees shall be required to utilize all protective clothing or devices provided by the Employer.
- 16.5 Employees are required to provide and wear protective footwear at all times.
- 16.6 The Employer will reimburse the Employee two-hundred and fifty (\$250.00), not more than once per year or as approved by the Department Head or Supervisor. Purchase of boots/safety shoes must be pre-approved by the Department Head or Supervisor. A receipt for the purchase of the boots/safety shoes must be submitted to payroll in order to receive reimbursement.
- 16.7 The employer will furnish uniforms for any employee requesting them.

16.8 The employer will furnish work gloves as needed.

ARTICLE 17 **PROBATIONARY PERIODS**

17.1 All new hire or rehired employees will serve a six (6) month probationary period.

17.2 All employees will serve a six (6) month probationary period in any job.

17.3 At any time during the probationary period referred to in 17.1, an employee may be terminated or reassigned at the discretion of the Employer.

17.4 All promotions and transfers shall be subject to a probationary period. If the employee who has been promoted is found unsuited for the work of the position to which he/she was promoted, the Employer will reinstate him/her to the position and rate of pay previously held, with no loss in seniority.

ARTICLE 18 **JOB VACANCIES**

18.1 Notice of new jobs, job openings, vacancies, etc., shall be posted for at least ten (10) working days for employees to see.

18.2 All else being equal, senior qualified employees shall have first preference on the job for promotion and/or advancement.

18.3 Employees who bid the posted job, but are not selected will be given in writing, reasons for their non-selection, if requested.

ARTICLE 19 VACATIONS

19.1 The employer grants paid vacation to the employees according to the following schedule:

Years of Service	Days Per Year	Hours Per Pay Period	MAXIMUM ACCURAL
1-5	10	3.08	240
6-10	15	4.62	240
11	16	4.92	240
12	17	5.23	240
13	18	5.54	240
14	19	5.85	240
15-20	20	6.15	240
21	21	6.46	252
22	22	6.77	264
23	23	7.08	276
24	24	7.39	288
25	25	7.69	300

19.2 Vacation periods shall be selected on the basis of seniority within the division until May 15 of each calendar year, and must be approved by the supervisor.

19.3 Vacation hours over the maximum accrual will be lost.

19.4 Unused Vacation Leave Time may be converted to a Health Care Savings Account (HSA) contribution under the following conditions: Employee must be enrolled in a City of Anoka High Deductible Health Plan the year of the conversion. Twenty four (24) hours is the maximum conversion allowed in a year. Conversions will be between January 1 and January 15 of each year. HSA contributions cannot exceed maximum guidelines for total contributions to HSA accounts. Employee must have at least one week (40 hours) of vacation remaining in their account after the conversion.

ARTICLE 20 HOLIDAYS

20.1 The Employer shall grant the following holidays:

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

20.2 Provided the holiday falls on Saturday, the day before shall be observed as the holiday. If a

holiday falls on a Sunday, the day after shall be observed as the holiday.

- 20.3 Provided Christmas falls on a Saturday, the Christmas Eve holiday shall be observed on Monday. If Christmas falls on a Sunday, the Christmas Eve holiday shall be observed on Friday.
- 20.4 Provided Christmas Eve Day falls on a Sunday, Christmas Eve Day will be observed on the following Tuesday, i.e., the 26th of December.
- 20.5 If an employee is called into work for planned outages on any of the above holidays, put on standby and returns to work later on the same holiday, the employee shall be paid for hours worked and standby for that holiday. The employee shall receive the equal number, not to exceed eight (8) hours, back into their holiday accrual.
- 20.6 Any accumulated Holiday Compensatory time may be requested, in writing, to be paid out during the month of November, but prior to November 20th of each year.

ARTICLE 21 SICK LEAVE

- 21.1 Regular full-time and regular part-time employees averaging 30 hours or more work each week will be eligible for sick leave accrual and will accrue sick leave time from his/her first day of employment, but will be required to work 6 months before it can be used.
- 21.2 Sick leave allowance of one (1) day per month will be granted. The one day shall be equivalent to the employees regular work shift.
- 21.3 Each regular employee who has at least 5 years of continuous employment on January 1st is eligible to convert unused sick leave from the previous payroll year to personal leave at the rate of two hours of sick leave for one hour of personal leave. Unused sick leave can only be converted in two-hour increments. All other provisions of the sick leave conversion policy in the Personnel Policy Manual apply.
- 21.4 If the City requests a doctor's slip before three (3) days of absence, the City will pay the doctor visit at the City's choice of physician (HDHP).

ARTICLE 22 FUNERAL LEAVE

- 22.1 A maximum of up to three (3) days with pay will be allowed following the death of a spouse, son, daughter, father, mother, grandmother, grandfather, grandchild, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

ARTICLE 23 SEVERANCE PAY

- 23.1 Any sick leave accumulated over 1,065 hours cannot be used to determine severance pay.
- 23.2 Employees who started employment prior to January 1, 1981 and have five or more years of continuous service with the city, upon honorable separation of employment, shall receive severance pay up to one third of their accumulated sick leave, not to exceed 355 hours of pay.
- 23.3 Upon honorable severance of employment, an employee with five (5) or more years of continuous employment will receive pay for one-third (1/3) of their accumulated sick leave with a maximum of 355 hours.

- 23.4 Employees starting employment after January 1, 1981 shall be entitled to the above severance benefits only upon retirement, death of the employee or disability. To qualify for retirement severance benefits, the employee must meet PERA age and years of service requirements.
- 23.5 For the purpose of this section, disability shall mean an employee unable, because of illness or injury, to continue to fill the position he/she held at the time of disability.
- 23.6 Former employees who have received severance benefits based on disability and later reinstated to his/her former position or another position will not be eligible for further severance benefits.

ARTICLE 24 INSURANCE - HEALTH AND WELFARE

- 24.1 During the life of this agreement, Employer will provide an insurance package consisting of:
- Life Insurance
 - Health Insurance (Hospital-Medical)
 - Long Term Disability

- 24.2 The Employer will pay Insurance Benefits for each full-time employee per the following schedule:

Insurance Benefits	2020 (per month)	2021 (per month)	2021 (per month)
Single Coverage	\$650.00 (maximum)	\$650.00 (maximum)	\$650.00 (maximum)
Employee plus Spouse	\$834.00	\$834.00	\$834.00
Employee plus Child(ren)	\$788.00	\$788.00	\$788.00
Family Coverage	\$1,162.00	\$1,162.00	\$1,162.00

HSA (Health Care Savings Account)	2020 (per year) <i>½ paid Jan 1, ½ Paid Jul 1</i>	2021 (per year) <i>½ paid Jan 1, ½ Paid Jul 1</i>	2022 (per year) <i>½ paid Jan 1, ½ Paid Jul 1</i>
Single Coverage	\$1,070.00	\$1,070.00	\$1,070.00
Employee plus Spouse	\$1,200.00	\$1,200.00	\$1,200.00
Employee plus Child(ren)	\$1,200.00	\$1,200.00	\$1,200.00
Family Coverage	\$1,400.00	\$1,400.00	\$1,400.00

- 24.3 The Employer will pay the premium cost for \$15,000 Life Insurance coverage for each Full time employee.
- 24.4 For each employee that has completed his/her probationary period, the Employer will pay the full cost of LTD (Long Term Disability) Insurance that has an effective date sixty (60) days after disability.

ARTICLE 25 POST EMPLOYMENT HEALTHCARE SAVINGS ACCOUNT

- 25.1 All members will contribute 100% of the Sick Leave Payout per City of Anoka Severance Policy to the Minnesota State Retirement System Post Employment Healthcare Savings Plan.

- 25.2 All members will contribute 100% of personal time on December 31st of each year into the Minnesota State Retirement System Post Employment Healthcare Savings Plan.
- 25.3 All employees will contribute 100% of unused comp time by November 30th of each year into the Minnesota State Retirement System Post Employment Health Care Savings Plan.
- 25.4 All members will contribute 100% of the Vacation Leave Payout per City of Anoka Severance Policy to the Minnesota State Retirement System Post Employment Healthcare Savings Plan.

ARTICLE 26 LEGAL DEFENSE

- 26.1 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.
- 26.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under direct order of his/her supervisor shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such employee in defending against such charge.

ARTICLE 27 RIGHT OF SUB-CONTRACT

- 27.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered by this Agreement.

ARTICLE 28 LEAD PERSON

- 28.1 Regular lead person shall receive lead pay for all regular, sick, vacation, on call, and overtime work.
- 28.2 An employee which is designated by the Department Head or Supervisor to fill in for the Regular Lead Person shall receive lead pay for the hours worked in the Lead position. It is the responsibility of the Employee and Supervisor to advise Payroll of hours worked in the Lead position. The crew size for a Lead position must be a minimum of three (3) workers, unless the Department Head or Supervisor feel they are understaff and only two (2) workers are available at the time.
- 28.3 Designated lead person will not receive lead pay for vacation, sick, and on call time; only for the hours worked in the Lead position.
- 28.4 Regular Lead person will be used for all new construction projects where feasible.

ARTICLE 29 INCLEMENT WEATHER

- 29.1 Outside crews will not be required to work out in the field during weather of 35 degrees below zero wind chill, if there is inside work available. This does not pertain to power outages or emergency situations.

ARTICLE 30 WAIVER

- 30.1 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.
- 30.2 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 term 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 31 WAGES

- 31.1 Wage schedules represent the following increases:
- 2020: 3.25% COLA increase, plus .25 cents per hour market increase.
2021: 3.0% COLA increase, plus .35 cents per hour market increase.
2022: 3.0% COLA increase, plus .35 cents per hour market increase.

ARTICLE 32 NON-DISCRIMINATION

- 32.1 The City of Anoka is an Equal Opportunity Employer. The City and Union agree to prohibit discrimination because of race, sex, color, religion, national origin, physical or mental handicap, or status as a disabled veteran or veteran of the Vietnam era, and discrimination on the basis of age with respect to individuals who are at least 40, but less than 70 years.

ARTICLE 33 WORK ASSIGNMENTS OUTSIDE OF THE CITY OF ANOKA

- 33.1 Employees assigned to work out the City of Anoka for restoration following a storm shall receive two times (2x's) their base rate of pay for all hours worked, contingent that the entity the employee is assigned to assist agrees to pay 100% of the wage costs for such hours worked.

ARTICLE 34 TRAVEL EXPENSES

- 34.1 Employees that travel outside of the City of Anoka service territory for storm work or training, which is 8 hours or more per day, shall receive a meal per diem of \$50 per day, or as regulated by the U.S. General Services Administration for the current year (www.gsa.gov/travel).

ARTICLE 35 DURATION

- 35.1 This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect through December 31, 2022.

In witness thereof, the parties hereto have executed this Agreement on this 18 day February, 2020.

CITY OF ANOKA

MINNESOTA TEAMSTERS LOCAL #320



Phil Rice, Mayor

Craig Johnson, Business Agent



Greg Lee, City Manager

Warren Magnus, Union Steward

APPENDIX

(attached Wage Spreadsheets)

The minimum graduated scale of wages to be paid the Apprentice wages is in percentages of Journeyman Line Person start wage/rate per hour.

Once employee finishes Apprentice Program and moves to Journeyman level, their pay is adjusted to Journeyman wage scale at Start wage, effective the date of their certification as a Journeyman.

ELECTRIC WAGE SCALE

2020 (3.25% + .25 cents/hr mrkt increase)			2021 (3% + .35 cents/hr mrkt increase)			2022 (3% + .35 cents/hr mrkt increase)		
Annual	Monthly	Hourly	Annual	Monthly	Hourly	Annual	Monthly	Hourly
\$98,775.87	\$8,231.32	\$47.49	\$102,529.55	\$8,544.13	\$49.29	\$106,395.87	\$8,866.32	\$51.15
\$99,295.87	\$8,274.66	\$47.74	\$103,049.55	\$8,587.46	\$49.54	\$106,915.84	\$8,909.65	\$51.40
\$99,815.87	\$8,317.99	\$47.99	\$103,569.55	\$8,630.80	\$49.79	\$107,435.84	\$8,952.99	\$51.65
\$100,335.87	\$8,361.32	\$48.24	\$104,089.55	\$8,674.13	\$50.04	\$107,955.84	\$8,996.32	\$51.90
\$100,855.87	\$8,404.66	\$48.49	\$104,609.55	\$8,717.46	\$50.29	\$108,475.84	\$9,039.65	\$52.15

JOURNEYMAN LEAD PERSON - Start

after 6 mos
after 12 mos
after 18 mos
after 24 mos

JOURNEYMAN LINE PERSON - Start

after 6 mos
after 12 mos
after 18 mos
after 24 mos

\$94,008.20	\$7,384.02	\$45.20	\$97,618.85	\$8,134.90	\$46.93	\$101,337.82	\$8,444.82	\$48.72
\$94,528.20	\$7,877.35	\$45.45	\$98,138.85	\$8,178.24	\$47.18	\$101,857.82	\$8,488.15	\$48.97
\$95,048.20	\$7,920.68	\$45.70	\$98,658.85	\$8,221.57	\$47.43	\$102,377.82	\$8,531.48	\$49.22
\$95,568.20	\$7,964.02	\$45.95	\$99,178.85	\$8,264.90	\$47.68	\$102,897.82	\$8,574.82	\$49.47
\$96,088.20	\$8,007.35	\$46.20	\$99,698.85	\$8,308.24	\$47.93	\$103,417.82	\$8,618.15	\$49.72

MASTER ELECTRICIAN/METER MAINTENANCE - Start

after 6 mos
after 12 mos
after 18 mos
after 24 mos

\$90,035.14	\$7,502.93	\$43.29	\$93,526.59	\$7,793.88	\$44.96	\$97,122.79	\$8,093.57	\$46.69
\$90,555.14	\$7,546.26	\$43.54	\$94,046.59	\$7,837.22	\$45.21	\$97,642.79	\$8,136.90	\$46.94
\$91,075.14	\$7,589.60	\$43.79	\$94,566.59	\$7,880.55	\$45.46	\$98,162.79	\$8,180.23	\$47.19
\$91,595.14	\$7,632.93	\$44.04	\$95,086.59	\$7,923.88	\$45.71	\$98,682.79	\$8,223.57	\$47.44
\$92,115.14	\$7,676.26	\$44.29	\$95,606.59	\$7,967.22	\$45.96	\$99,202.79	\$8,266.90	\$47.69

APPRENTICE WAGES

Zero Credits

0 - mos - hours
12 mos - hours
24 mos - hours
36 mos - hours
48 months - hours

2020		
Percentage	Annual	Hourly
70%	\$65,811.20	\$31.64
75%	\$70,512.00	\$33.90
80%	\$75,212.80	\$36.16
90%	\$84,614.40	\$40.68
100%	\$94,016.00	\$45.20

2021		
Percentage	Annual	Hourly
70%	\$68,330.08	\$32.85
75%	\$73,210.80	\$35.20
80%	\$78,091.52	\$37.54
90%	\$87,852.96	\$42.24
100%	\$97,614.40	\$46.93

2022		
Percentage	Annual	Hourly
70%	\$70,936.32	\$34.10
75%	\$76,003.20	\$36.54
80%	\$81,070.08	\$38.98
90%	\$91,203.84	\$43.85
100%	\$101,337.60	\$48.72

2,000 hrs - Credits

0 - mos - hours
12 mos - hours
24 mos - hours
36 mos - hours

75%	\$70,512.00	\$33.90
80%	\$75,212.80	\$36.16
90%	\$84,614.40	\$40.68
100%	\$94,016.00	\$45.20

75%	\$73,210.80	\$35.20
80%	\$78,091.52	\$37.54
90%	\$87,852.96	\$42.24
100%	\$97,614.40	\$46.93

75%	\$76,003.20	\$36.54
80%	\$81,070.08	\$38.98
90%	\$91,203.84	\$43.85
100%	\$101,337.60	\$48.72

4,000 hrs - Credits

0 - mos - hours
12 mos - hours
24 mos - hours

80%	\$75,212.80	\$36.16
90%	\$84,614.40	\$40.68
100%	\$94,016.00	\$45.20

80%	\$78,091.52	\$37.54
90%	\$87,852.96	\$42.24
100%	\$97,614.40	\$46.93

80%	\$81,070.08	\$38.98
90%	\$91,203.84	\$43.85
100%	\$101,337.60	\$48.72

6,000 hrs - Credits

0 - mos - hours
12 mos - hours

90%	\$84,614.40	\$40.68
100%	\$94,016.00	\$45.20

90%	\$87,852.96	\$42.24
100%	\$97,614.40	\$46.93

90%	\$91,203.84	\$43.85
100%	\$101,337.60	\$48.72

100% = \$1.00 lower than the top of Journeyman Lineworker wage scale