

AGREEMENT

BETWEEN

THE CITY OF NORTHFIELD

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL UNION NO. 70**

FOR

NORTHFIELD UTILITY UNIT

January 1, 2010 through December 31, 2012

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ARTICLE 1

PURPOSE OF AGREEMENT

- Section 1. This Agreement made and entered into by and between the City of Northfield (hereinafter referred to as the "EMPLOYER" and the International Union of Operating Engineers, Local No. 70 Utility Unit (hereinafter collectively referred to as the "UNION"), as the exclusive bargaining agent for the Employees in the bargaining unit set forth in Article 2.
- Section 2. It is the intent and purpose of this Agreement to:
- A. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
 - B. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2

RECOGNITION

The EMPLOYER recognizes the UNION as the Exclusive Representative for all employees of the Waste Water Division and Water Division, Northfield, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14. excluding supervisory and confidential employees.

ARTICLE 3

DEFINITIONS

- Section 1. UNION: International Union of Operating Engineers, Local No. 70 as certified by the State of Minnesota Bureau of Mediation Services.
- Section 2. EMPLOYER: The City of Northfield – 801 Washington, Northfield, MN 55057.
- Section 3. UNION MEMBER: A member of the International UNION of Operating Engineers, Local No. 70.
- Section 4. EMPLOYEE: A member of the exclusively recognized bargaining unit.
- Section 5. SENIORITY: Length of continuous service with the EMPLOYER.
- A. Employer seniority is length of continuous service with the EMPLOYER.
 - B. Job classification seniority is length of service in a job classification covered by this agreement.
- Section 6. CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE 4

UNION SECURITY

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

- Section 1. Deduct from each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction; and
- Section 2. Remit such deduction to the appropriate designated officer of the UNION.
- Section 3. The UNION may designate two employees from the bargaining unit to act as steward and shall inform the EMPLOYER in writing of such choice.
- Section 4. The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- Section 5. EMPLOYER agrees to provide the UNION the name of employees added to the bargaining unit within 30 days of their employment.

ARTICLE 5

EMPLOYER AUTHORITY

- Section 1. The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- Section 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

EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- Section 1. Definitions.

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.

Days. "Days" mean calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Reduced to Writing. "Reduced to writing," means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute and the relief requested.

Section 2. UNION Representatives. The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing the names of the UNION representatives and their successors when so designated.

Section 3. Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided the Employee and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

Section 4. Procedure. Grievances, as defined by Article I, Section 9, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated, and 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. When mutually agreed, the Employer-designated representative and the UNION Representative may jointly petition the Bureau of Mediation Services for Grievance Mediation. If the grievance is not resolved through mediation, the Union Representative may appeal the grievance to Step 4 within ten (10) days of when the impasse is reached. The Mediator will determine the point of impasse.

Step 4. A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration. The EMPLOYER and the UNION representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

Section 5. Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

Section 6. Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended and/or waived by mutual written agreement of the EMPLOYER and the UNION.

ARTICLE 7

DISCIPLINE

Section 1 The EMPLOYER will discipline an Employee for just cause only. Discipline will be in one or more of the following forms:

Verbal reprimand; Written reprimand; Suspension; Demotion; Discharge.

- Section 2 All disciplines will be in written form. A copy will be provided to the employee. The original becomes part of the employee's personnel file.
- Section 3. The EMPLOYER may discharge any Employee immediately, without benefit of the normal reprimand procedures, for cause.
- Section 4. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- Section 5. An employee subject to an investigative interview by the EMPLOYER where the result of the interview could result in the discipline of the EMPLOYEE has the right to a union representative during the interview.

ARTICLE 8

SENIORITY

- Section 1. Job classification seniority will be the determining criterion for layoff and recall. The last Employee hired in a job classification shall be the first to be laid off, and the last Employee laid off shall be the first to be rehired. Employees promoted from jobs shall have the right to resume lesser jobs in the event of layoff, providing they have more division seniority than the workers they displace, and provided they have the ability, skill, experience, job experience, and education the Division Manager/Public Works Director feels is necessary. An Employee may exercise job classification seniority only in his or her own department. Recall rights under this provision will continue for twelve (12) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.
- Section 2. The City shall provide a list of bargaining union employees to the UNION each January.

ARTICLE 9

JOB POSTING

- Section 1. Employees may apply for job vacancies posted internally or externally.
- Section 2. The EMPLOYER has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on qualifications, abilities and experience.
- Section 3. Job vacancies within the designated bargaining unit will be posted until the closing date of the vacancy so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 10

HOURS OF WORK

- Section 1. The normal work year for full time employees is two thousand eighty (2,080) hours to be accounted for by each employee through:
- A. Hours worked on assigned shifts;
 - B. Authorized paid leave time;
 - C. Assigned training.
- Section 2. Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign Employees.
- Section 3. Normal work hours will be either five (5) consecutive eight (8) hour workdays Monday through Friday or four (4) consecutive ten (10) hour work days Monday through Friday.
- Section 4. Required work hours outside the normal work schedule shall include:
- A. Two (2) hours by one (1) person Saturdays, Sundays, and Holidays
 - B. The two (2) scheduled hours on Saturday and Sunday shall be paid at the rate of 1.5 times the base rate.
 - C. The two (2) scheduled hours on holiday shall be paid for at 2.5 times the base rate. (holiday pay plus 1.5 times the base rate for hours worked)
- Section 5. Should it be necessary in the judgment of the EMPLOYER to establish daily or weekly work schedules departing from the normal work day or the normal work week, notice of such change shall be given to the EMPLOYEE as far in advance as it is reasonably practical.
- Section 6. During their normal workday, Employees will be granted two (2) fifteen (15) minute rest periods, at time and locations determined by the EMPLOYER. Such rest periods shall be non-cumulative.

ARTICLE 11

PAGER PAY

- Section 1 Employees shall carry a pager as assigned on a weekly basis or a time period mutually agreed upon by the EMPLOYER and the Employee. The Employee shall respond to the work site as quickly as possible and as necessary from the nature of the emergency, but in no case shall the response by the Employee to the site be more than 60 minutes from the time of the initial page
- Section 2 The Employee shall be compensated for carrying a pager at the rate of 1.5 times the base rate of pay for ten (10) hours.

ARTICLE 12

OVERTIME

Section 1. Employees shall work shifts assigned and will be paid 1.5 times the base rate of pay after forty (40) hours of work in one (1) week work schedule.

Section 2. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

Section 3. Overtime will be calculated to the nearest fifteen (15) minutes.

Section 4. Employees may be assigned to overtime work at the discretion of the EMPLOYER. Employees shall be required to work overtime unless excused by the EMPLOYER.

Section 5 Compensation earned from carrying a pager or working more than 40 hours per week, shall be accounted for in a compensation schedule combining both categories for each Employee. An Employee may accumulate up to 80 compensatory hours with the exception that only 40 compensatory hours may be carried over to January 1, 2010. The "compensatory hours carried over" provision of the contract is sunset on December 31, 2010

All compensatory time not used by the final date of the final payroll of the year of 2010 and beyond shall be paid at the straight time rate on the first payday in the new year at the rate of pay of the last payroll of the year in which the compensatory time was earned.

The City reserves the right to pay overtime in lieu of compensatory time at its own discretion.

Section 6. Call back is the return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift.

An extension of or early report to an assigned shift is not a call back.

EMPLOYEE will be compensated for a minimum of two (2) hours' pay at one and one-half (1 ½) times the employees base rate of pay.

ARTICLE 13

HOLIDAYS

Section 1. Employees shall be granted those holidays as listed, plus five (5) floating holidays. The aforementioned holidays are paid holidays.

Holidays include:

| Name of Holiday | Date of Holiday |
|-----------------------|--------------------------------------|
| New Year's Day | January 1 st |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 th |
| Labor Day | 1 st Monday in September |
| Thanksgiving Day | 4 th Thursday in November |
| Christmas Eve – ½ day | December 24 th |
| Christmas Day | December 25 th |

When

| Name of Holiday | Date of Holiday |
|-----------------------|---------------------------|
| New Year's Day | January 1 st |
| Independence Day | July 4 th |
| Christmas Eve – ½ day | December 24 th |
| Christmas Day | December 25 th |

Falls on a Saturday, the preceding day shall be a holiday. When the above-mentioned days fall on a Sunday, the following Monday shall be the holiday.

Floating holidays shall be taken between January 1 and December 31 of each year. The Employee must request and may take the floating holiday upon approval of the EMPLOYER. Floating holidays are non-cumulative, unless prior approval is granted by the City Administrator.

Employees scheduled to work their last regularly scheduled workday prior to the holiday and their next regularly scheduled work day after the holiday to qualify for holiday pay. Except for approved paid leaves.

ARTICLE 14

VACATION LEAVE

Section 1. Full time EMPLOYEES shall accrue vacation at the rate set forth in Table 1. Vacation shall be accrued on a payroll basis. Accrued vacation time may be used as it is accrued, provided the Employees may not use vacation time not yet earned.

Section 2. The EMPLOYER agrees to make reasonable effort to schedule major vacations at times requested by Employees, provided that five (5) weeks advance notice is given of requested vacation time by the Employee. A major vacation shall be defined as five (5) consecutive working days for the Employee in question.

Employees shall submit their request for major vacations in writing to their respective Department or Division Manager. The EMPLOYER agrees to provide

a written response to Employee request for major vacations within ten (10) working days of the Department or Division Manager's receipt of the written request. If the Department or Division Manager fails to respond to the Employee's request for major vacation leave within the allotted time period for the response, the request shall be considered to be approved.

Vacation periods shall be set by the EMPLOYER with due regard to preference of the Employee so long as consistent with the need for efficient and uninterrupted operation of the Division/Department, and provided that the final right to approve all vacation periods is retained by the EMPLOYER in order to insure the orderly operation of the Division/Department. Once scheduled, an Employee's vacation must be taken at the scheduled time unless the Department or Division Manager approves a change in advance.

Section 3. Employees may request use of vacation leave for personal reasons at times of the year other than their major vacation. The final right to approve all vacation periods is retained by the EMPLOYER in order to insure the orderly operation of the Division/Department.

Section 4. Employees may request in writing up to 40 hours of vacation pay in lieu of time off once per year. The Employee must be within 75% of their accrued vacation time limit to exercise this provision of the agreement.

Section 5.

| Years of eligible continuous service | Hours earned each pay period (26 pay periods) | Hours earned per year | Maximum Accumulation |
|--------------------------------------|---|-----------------------|----------------------|
| 0-4 | 3.40 | 88.40 | 176.80 |
| Start of year 5-9 | 4.61 | 119.86 | 239.72 |
| Start of year 10 | 4.92 | 127.92 | 255.84 |
| Start of year 11 | 5.23 | 135.98 | 271.96 |
| Start of year 12 | 5.53 | 143.78 | 287.56 |
| Start of year 13 | 5.84 | 151.84 | 303.68 |
| Start of year 14 | 6.15 | 159.90 | 319.80 |
| Start of year 15 | 6.50 | 169.00 | 338.00 |

Section 6. Determination of accrued leave time shall be computed on period of continuous service from the date of initial employment for each employee. Vacation maybe accumulated up to a maximum of twice the number of hours an employee accumulates during a 12-month period.

Section 7. Should the City Council change the accrual or accumulation rate for any other group of employees (union or non-union), this contract will automatically incorporate the change. It is agreed that vacation benefits will not and cannot be different for any individual Employee and or labor group. The City Administrator position is a contract with the City Council and therefore exempt from this provision.

ARTICLE 15

SICK LEAVE

Section 1. Regular Sick Leave Accrual for employees hired **PRIOR** to January 1, 2007

Full time EMPLOYEES accumulate sick leave at the rate of eight (8) hours per month worked, ninety-six (96) hours per year worked, to a maximum accumulation of two thousand (2000) hours. The sick leave accrual provisions of this section are modified by the provisions in Section 7 of this Article.

Section 2. Regular Sick Leave Accrual for employees hired **ON OR AFTER** January 1, 2007

Full time EMPLOYEES accumulate sick leave at the rate of eight (8) hours per month worked, ninety-six (96) hours per year worked, to a maximum accumulation of nine hundred sixty (960) hours. The sick leave accrual provisions of this section are modified by the provisions in Section 7 of this Article.

Section 3. Sick Leave Use. Sick leave may be used only for the following authorized purposes:

- A. An illness or injury of the employee;
- B. For care of the employee's dependent children, spouse, domestic partner, or parents due to illness or injury;
- C. In order to be present at the birth of the employee's child.

Section 4. Sick Leave Reporting The employee shall notify the Employer of any illness or injury as soon as reasonably practicable. The employee may be required to submit satisfactory proof of illness or injury such as a doctor's certificate if a pattern of abuse of sick leave benefits is suspected by the Employer. Those employees who misuse sick leave may be subject to disciplinary action.

Section 5. Severance Benefits for employees hired **PRIOR** to January 1, 2007

After a minimum of five (5) years of service, severance pay shall be granted to an employee who resigns or retires in good standing. The severance benefits shall be calculated at the average rate of pay of the employee's three (3) highest contract hourly wage rates during the employee's tenure with the City.

| Years of Service | Maximum Hours of Accumulated Compensable Sick Leave |
|-------------------------|--|
| 5 | 168 |
| 6 | 202 |
| 7 | 235 |
| 8 | 269 |
| 9 | 302 |
| 10 | 336 |
| 11 | 370 |
| 12 | 403 |
| 13 | 437 |
| 14 | 470 |
| 15 | 504 |
| 16 | 538 |
| 17 | 571 |
| 18 | 605 |
| 19 | 638 |
| 20 | 672 |
| 21 or more | 700 |

Severance pay will not be granted if the employee is discharged for just cause.

Section 6. Severance Benefits for employees hired ON OR AFTER January 1, 2007

After a minimum of five (5) years of service, severance pay shall be granted to an employee who resigns or retires in good standing. The severance benefits shall be calculated to the extent of one-third of all unused sick leave at the average rate of pay of the employee's three (3) highest contract hourly wage rates during the employee's tenure with the City.

Severance pay will not be granted if the employee is discharged for just cause.

Section 7. Injury on Duty. Sick leave and vacation will be earned by an employee who is off work due to an on the job injury. Vacation leave, sick leave, and/or compensatory time may not be used as a compensation supplement for the payroll periods when the employee is receiving worker's compensation benefits.

Section 8. Family and Medical Leave. The Employer agrees to insure that all employees of the bargaining unit receive all protections and benefits offered by the Federal Family and Medical Leave Act (FMLA) and the Minnesota Parenting Leave Act (MPLA).

The Employer will adopt and enforce a municipal Family and Medical Leave Policy that is in compliance with FMLA and MPLA for all employees of the City to insure consistency and fairness in the application of the policy across all classifications of City employees.

The Employer will follow the guidelines of the Federal Family and Medical Leave Act (FMLA) for employees that have less than 480 hours of accrued leave. If the employee is unable to resume his/her regular assigned position, and the Employer is not able to provide the employee a comparable position within the organization, the Employer shall pay the employee the balance of the employee's accrued paid leave, pursuant to the terms of this contract.

The EMPLOYER will extend the FMLA guidelines for those Employees with accumulated paid leave greater than 480 hours to the extent of the accrued leave, but not to exceed six (6) months. When the accrued paid leave is exhausted or the six (6) months maximum has been reached, and the Employee is not able to resume his or her regular assigned position, and the EMPLOYER is not able to provide the Employee a comparable position within the organization, the EMPLOYER shall pay to the Employee the balance of the Employee's accrued paid leave, pursuant to the terms of this contract.

The Employer agrees that its municipal policy shall be no more restrictive than the FMLA and MPLA.

ARTICLE 16

LONGEVITY

Section 1. Employees shall receive longevity pay according to the following schedule:

| Percent of Base Salary | Anniversary of Employment |
|-------------------------------|----------------------------------|
| 1 | after 5 th |
| 2 | after 10 th |
| 3 | after 15 th |
| 4 | after 20 th |
| 5 | after 25 th |

Section 2. The EMPLOYER shall compute longevity pay to the nearest month of the anniversary year and it shall be paid in December of each year.

Section 3. Longevity shall be computed on the Employee's base pay.

Section 4. For purposed of calculating longevity years of employment set forth in Article 14, Section 1, regular part-time Employees shall accrue longevity credit for any calendar year where their total work hours in that calendar year equal or exceed 1248 hours.

ARTICLE 17

LIFE, HEALTH, AND HOSPITAL INSURANCE

Section 1. The Employer agrees to provide \$50,000 term life insurance with AD&D rider for each employee at the Employer's cost.

Section 2. The EMPLOYER will provide Health and Major Medical Insurance. The EMPLOYER will pay a maximum premium of \$550 per month for the Employee and his or her dependent (s) in 2010, 2011, 2012, and the EMPLOYER will pay for ½ of the increase in premiums.

- Section 3. If the EMPLOYER grants an increase to the EMPLOYERS' contribution for health insurance for other city employees, exceeding the maximum share specified in this agreement, during this contract, the same contribution shall be granted to the members of the bargaining unit covered by this contract.
- Section 4. Employees not choosing dependent health coverage cannot be covered at EMPLOYER expense for any additional health insurance other than individual employee group health insurance.

ARTICLE 18

EMERGENCY LEAVE/FUNERAL LEAVE

- Section 1. Paid time off may be allowed by the City Administrator or the City Administrator's designated representative when requested in cases of major disaster, sickness or death, but in no case longer than twenty-four (24) work hours. Emergency leave will normally be restricted to eight (8) work hours or portions thereof. Sickness or death other than in the Employee's or spouse's immediate family will normally require use of vacation time. Immediate family is defined as spouse, children, mother, father, grandparents, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents-in-law, and domestic partner.

ARTICLE 19

WAGE

- Section 1. Effective January 1, 2007 Utility Employees shall be compensated pursuant to the terms and conditions of the City's Job Classification and Compensation Pay Plan as originally formulated by Rod Kelsey of Riley, Dettman, and Kelsey, Inc., adopted by the Northfield City Council on May 15, 2006 and reviewed/modified annually by the Northfield City Council. The Employer agrees to implement the City's Job Classification and Pay Plan in good faith.

The percentage increase for the entire pay plan each year will be based on multiple factors including comparable city analysis, cost of living, budget constraints, goal achievements and city council approval.

- Section 2. As per City Council motion on August 3, 2009 employees under the City's Job Classification and Compensation Pay Plan will receive a zero percent wage increase and no step movement for calendar year 2010.

If and when during this contract period (January 1, 2010 through December 31, 2012), the City Council makes wage adjustments and/or reestablishes step movement within the City's Job Classification and Compensation Pay Plan the Utility Unit employees will receive the same changes as all other employees except for wage increases awarded to essential employees through binding interest arbitration and except for adjustments due to job classification changes.

- Section 3. Performance Review. Employees shall receive pay plan step increase effective the employee's anniversary date, provided the employee receives a satisfactory performance review. However, for the remainder of this contract period

(December 31, 2012), pay plan step increases are subject to City Council reestablishing the step movement within the City's pay plan.

If the Employer fails to perform an employee's annual performance review within thirty (30) days following that employee's anniversary date, that employee will receive an automatic step increase retroactive to their anniversary date. However, for the remainder of this contract period (December 31, 2012), pay plan step increases are subject to City Council reestablishing the step movement within the City's pay plan.

ARTICLE 20

CLOTHING ALLOWANCE

The EMPLOYER will allocate \$300 per individual, per year, for clothing and work Shoes that are approved by the department manager in advance of purchase. Shoes must meet OSHA standards for protective shoes.

ARTICLE 21

JURY DUTY PROVISION

When an Employee has been absent from work because of jury service, the Employee shall be paid their regular salary by the EMPLOYER, with the understanding that upon the completion of their jury service, the Employee shall exhibit their jury check to the Human Resource Division. The Employee will submit a personal check for the amount of the jury check, less the amount included for traveling expenses.

ARTICLE 22

AUTOMOBILE USE

Any Employee who is required to use his or her personal automobile at the request of the EMPLOYER to conduct City business shall be reimbursed by the EMPLOYER at the then maximum tax-exempt rate allowed by the United States Internal Revenue Service.

ARTICLE 23

TRAVEL REIMBURSEMENT

The EMPLOYER shall provide reimbursement of travel costs that are reasonable and necessary and as approved in advance by the City Administrator or his or her designee.

The EMPLOYEE will submit an expense report and receipts. Travel reimbursement shall not exceed the lodging, meals and incidental expenses as outlined in IRS Publication 1542, Per Diem Rates.

ARTICLE 24

DRUG AND ALCOHOL TESTING

The EMPLOYER shall have the right to adopt, modify, and enforce the City's Drug and Alcohol Testing Policy, as adopted by the Northfield City Council on January 2, 1996, through City Council Resolution #199-007, on December 4, 2000, through City Council Resolution #2000-378; on December 4, 2000, through City Council Resolution #2000-379; on October 1, 2007 through City Council Motion M2007-0143 and on September 14, 2009 through City Council Motion M2009-xxxx.

The Employer shall have the right to establish, modify and discontinue any lawful training programs and any lawful drug and alcohol policies, including lawful testing policies, of its choosing, whether for existing employees or for applicants for employment.

ARTICLE 25

CERTIFICATIONS

Effective January 1, 2007, the certifications required to do the job are incorporated and compensated within the Job Classification and Employee Pay Plan adopted by City Council May 15, 2006. Job classifications have minimum qualifications required to attain or retain the pay grade. Compensation is within the pay grade range assigned to the job classifications.

Certifications beyond the minimum qualification for the job classification may be approved.

ARTICLE 26

WAIVER

Section 1. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provision of this Agreement, are hereby superseded.

Section 2. The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 27

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered, or be declared invalid by any court action or by reason of any existing or subsequent legislation, the remaining portions of this Agreement remain in full force and effect.

ARTICLE 28

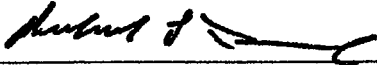
DURATION

This Agreement shall be effective January 1, 2010 and shall remain effective until December 31, 2012.

FOR: The City of Northfield

FOR: I.U.O.E Local 70 (Utility)

Mary Rossing – Mayor




Michael Dowdle - President

DATE: _____

DATE: 12/17/2009

Joel Walinski – City Administrator




Dave Monsour – Business Manager

DATE: _____

DATE: 12/18/09


Elizabeth Wheeler – HR Director



Dave Monsour – Business Representative

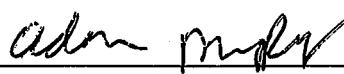
DATE: _____

DATE: 12/18/09



Sandra Bremer – Recording/
Corresponding Secretary

DATE: 12/17/2009



Adam Murphy – Union Steward

DATE: 12-22-09



Doug Larson – Union Steward

DATE: 12-22-9

MEMORANDUM OF UNDERSTANDING – # 2009-2
BETWEEN
CITY OF NORTHFIELD
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION 70
(UTILITY UNIT)

This Memorandum of Understanding is entered into between the City of Northfield (hereafter “City”) and the International Union of Operating Engineers, Local Union 70 (hereafter “Union”).

WHEREAS, the City and the Union are parties to two collective bargaining agreements negotiated pursuant to the Public Employment Labor Relations Act covering employees in the Utility Unit and the General Unit; and

WHEREAS, the City has created a new classification entitled Public Works Operator 2 – All Areas with the agreement of the Union which will recognize that the job incumbent will be available to perform work normally performed in both Utility and General units; and

WHEREAS, Leonard Moore was accepted by the City to fill the position in the Public Works Operator 2 – All Areas job classification.

NOW, THEREFORE, the parties have agreed to the following with respect to the application of this classification:

1. Leonard Moore will serve in the job classification of Public Works Operator 2 – All Areas with a job classification seniority date of September 21, 2009.
2. Mr. Moore’s position will be included in the Local 70 – Utility unit and the terms and conditions of employment set forth in that agreement shall apply.
3. Mr. Moore will serve a probationary period in the new classification for a period of one year.

4. Mr. Moore will maintain his longevity date, sick leave and vacation accruals based on his employment date of September 13, 2004.

5. Mr. Moore will transfer into the new classification and be placed on the salary schedule at Grade 5, Step 5 with an anniversary date of September 21, 2009 as the Public Works Operator 2 - All Areas. Mr. Moore received a step increase effective September 13, 2009 as a Public Works Operator 2 – Streets & Parks. Hereafter, all future reviews and potential step increases will be scheduled on his anniversary date of September 21th as a Public Works Operator 2 - All Areas.

6. Mr. Moore will have two supervisors; one from the Utility divisions and one from the Public Works divisions.

7. Mr. Moore will be assigned job responsibilities based on workload, seasons and emergencies between the Utility divisions and Public Works divisions.

8. To the extent practicable, Mr. Moore's work schedule will be flexible subject to further clarification by the City.

9. Mr. Moore will receive severance benefits based on Article 15, Section 6 of the Utility contract where employees hired/promoted/transferred on or after January 1, 2007.

10. Mr. Moore will be provided the opportunity to test for Water License and or Waste Water License after completion of the requirements of the testing process.

11. This Memorandum of Understanding constitutes the full and complete agreement between the parties regarding the above-referenced matter.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this _____ day of _____, 2009.

ARTICLE 28


DURATION

This Agreement shall be effective September 21, 2009 and shall remain effective until December 31, 2012.

FOR: The City of Northfield

FOR: I.U.O.E Local 70 (Utility)

Mary Rossing – Mayor



Michael Dowdle - President

DATE: _____

DATE: 12/17/2009

Joel Walinski – City Administrator



Dave Monsour – Business Manager

DATE: _____

DATE: 12/18/09

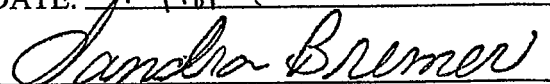
Elizabeth Wheeler – HR Director



Dave Monsour – Business Representative


DATE: _____

DATE: 12/18/09



Sandra Bremer – Recording/
Corresponding Secretary

DATE: 12/17/2009



Adam Murphy – Union Steward

DATE: 12-22-09



Doug Larson – Union Steward

DATE: 12-22-9

MEMORANDUM OF UNDERSTANDING – # 2009-1
BETWEEN
CITY OF NORTHFIELD
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNION 70
(UTILITY UNIT)

This Memorandum of Understanding is entered into between the City of Northfield (hereafter “City”) and the International Union of Operating Engineers, Local Union 70 (hereafter “Union”).

WHEREAS, the City and the Union are parties to two collective bargaining agreements negotiated pursuant to the Public Employment Labor Relations Act covering employees in the Utility Unit and the General Unit; and

WHEREAS, the City has created a new classification entitled Public Works Operator I – All Areas with the agreement of the Union which will recognize that the job incumbent will be available to perform work normally performed in both Utility and General units; and

WHEREAS, Tom Pansier applied for and was accepted by the City to fill the position in the Public Works Operator I – All Areas job classification.

NOW, THEREFORE, the parties have agreed to the following with respect to the application of this classification:

1. Tom Pansier will serve in the job classification of Public Works Operator I – All Areas with a job classification seniority date of August 11, 2009.
2. Mr. Pansier’s position will be included in the Local 70 – Utility unit and the terms and conditions of employment set forth in that agreement shall apply.
3. Mr. Pansier will serve a probationary period in the new classification for a period of one year.

4. Mr. Pansier will maintain his longevity date, sick leave and vacation accruals based on his employment date of November 3, 2003.

5. Mr. Pansier will transfer into the new classification and be placed on the salary schedule at Grade 4, Step 7 with an anniversary date of August 11, 2009 as the Public Works Operator 1-All Areas. In recognition of the fact that Mr. Pansier was due a performance review and step increase with satisfactory performance as a Public Works Operator 1 – Streets & Parks on November 3, 2009 and because Mr. Pansier has completed over nine months toward that review/increase, Mr. Pansier will be given the review on or about November 3, 2009 and with satisfactory performance, the step increase effective November 3, 2009. Thereafter all future reviews and potential step increases will be scheduled on his anniversary date of August 11th as a Public Works Operator 1-All Areas.

6. Mr. Pansier will have two supervisors; one from the Utility divisions and one from the Public Works divisions.

7. Mr. Pansier will be assigned job responsibilities based on workload, seasons and emergencies between the Utility divisions and Public Works divisions.

8. To the extent practicable, Mr. Pansier's work schedule will be flexible subject to further clarification by the City.

9. Mr. Pansier will receive severance benefits based on Article 15, Section 6 of the Utility contract where employees hired/promoted/transferred on or after January 1, 2007.

10. Mr. Pansier will be provided the opportunity to test for Wastewater License and or Water License after completion of the requirements of the testing process.

11. This Memorandum of Understanding constitutes the full and complete agreement between the parties regarding the above-referenced matter.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of

Understanding to be executed this _____ day of _____, 2009.

ARTICLE 28


DURATION

This Agreement shall be effective January 1, 2010 and shall remain effective until December 31, 2012.

FOR: The City of Northfield

FOR: I.U.O.E Local 70 (Utility)

Mary Rossing – Mayor




Michael Dowdle - President

DATE: _____

DATE: 12/17/2009

Joel Walinski – City Administrator




Dave Monsour – Business Manager

DATE: _____

DATE: 12/18/09

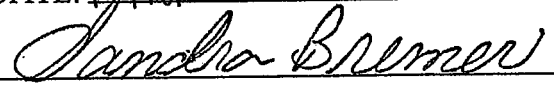
Elizabeth Wheeler – HR Director



Dave Monsour – Business Representative

DATE: _____

DATE: 12/18/09



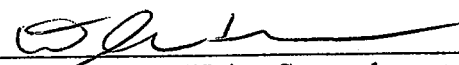
Sandra Bremer – Recording/
Corresponding Secretary

DATE: 12/17/2009



Adam Murphy – Union Steward

DATE: 12-22-9



Doug Larson – Union Steward

DATE: 12-22-9