

**2024, 2025, 2026
LABOR
AGREEMENT
BETWEEN
THE CITY OF
PRINCETON AND
THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
(Council No. 65)**

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LABOR AGREEMENT BETWEEN
THE CITY OF PRINCETON AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL NO. 65

ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Princeton, hereinafter called the EMPLOYER, and the American Federation of State, County, and Municipal Employees, Council No. 65, Local 2889 hereinafter called the UNION.

The intent and purpose of this AGREEMENT IS TO:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning 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 the 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 for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 02-PCE-1066 as:

All employees of the City of Princeton, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential and essential employees.

- 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 American Federation of State, County, and Municipal Employees, Minnesota Council No. 65, Local 2889.
- 3.2 **EMPLOYER**: The City of Princeton.
- 3.3 **UNION MEMBER**: A member of the American Federation of State, County, and Municipal Employees, Minnesota Council No. 65, Local 2889.
- 3.4 **EMPLOYEE**: A member of the exclusively recognized bargaining unit.
- 3.5 **FULL-TIME EMPLOYEE**: An employee regularly scheduled to work forty (40) hours per week.
- 3.6 **PART-TIME EMPLOYEE**: An employee regularly scheduled to work less than forty (40) hours per week.
- 3.7 **BASE PAY RATE**: The employee's hourly pay rate exclusive of longevity or any other special allowance.
- 3.8 **EMPLOYEE SENIORITY**: Length of continuous service with the EMPLOYER.
- 3.9 **JOB CLASSIFICATION SENIORITY**: Length of continuous services within any job classification covered by this AGREEMENT.
- 3.10 **OVERTIME**: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period.
- 3.11 **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.
- 3.11 **WORK WEEK**: The normal work week shall be forty (40) hours of work for full-time employees.
- 3.12 **WORK DAY**: The normal work day for full-time employees shall consist of eight (8) hours of work plus a 30 minute unpaid meal period.

ARTICLE 4 - UNION SECURITY

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

- 4.1 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
- 4.2 Remit such deduction to the appropriate designated officer of the UNION, together with a list of names from whom deductions were made.

- 4.3 The UNION may designate one employee from the each department to act as steward and shall inform the EMPLOYER in writing of such choice.
- 4.4 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.
- 4.5 The EMPLOYER shall make space available on the EMPLOYER bulletin board and shall allow use of the EMPLOYER email system for the posting of official UNION notices and announcements as long as such notices and announcements are not partisan in nature.
- 4.6 EMPLOYEE representatives may attend bargaining sessions with the employer scheduled during their shift without loss of pay. The UNION agrees to limit the number of employee representatives eligible for bargaining sessions to two (2) employees. An employee on duty during negotiations is obligated to respond to a call.
- 4.7 EMPLOYER shall comply with the provisions of MN Statutes 179A.07:
- a. Subd 8 (a) and (c): within twenty (20) calendar days from the date of hire or separation of an EMPLOYEE, provide statutorily required information to the UNION.
 - b. Subd 8 (b): every one-hundred twenty (120) calendar days provide statutorily required information to the UNION.
 - c. Subd 9: provide the UNION an opportunity to meet newly hired EMPLOYEE(S) for thirty (30) minutes within thirty (30) calendar days of hire. As EMPLOYER does not conduct formal orientation meetings, the EMPLOYER will notify the UNION of a new hire's start date once approved by the City Council so that the UNION may schedule the statutorily required meeting. Said meeting shall occur within thirty (30) days of the new hire's start date.

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

ARTICLE 6 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

DEFINITION OF A GRIEVANCE

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

6.1 UNION REPRESENTATIVES

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

6.2 PROCESSING OF A GRIEVANCE

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

6.3 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure. Every effort shall be made to adjust grievances promptly, fairly and in such a manner as to be satisfactory to the EMPLOYEE and their supervisor. Any EMPLOYEE who feels they have received discipline shall be resolved in the following described manner. Employees shall be free from restraint, interference, discrimination, or reprisal in their presentation of the grievances.

All grievances, step responses and related correspondence shall be filed either in person at City Hall and stamped with a receipt date or mailed to City Hall using the USPS "return receipt requested" process to verify when the document was mailed and received.

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, 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. A grievance unresolved in Step 2 and appealed in Step 3 may be submitted, by mutual agreement, to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER'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 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.

Grievances filed shall state the specific nature of the grievance and the specific remedy proposed. If the grievance specifies "Just Cause," the grievance shall include an explanation of what specific aspect(s) of "Just Cause" is in question.

6.4 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 the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's

interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.5 WAIVER

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

6.6 CHOICE OF REMEDY

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of ARTICLE VI or a procedure such as: Civil Service, Veterans' Preference, or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE VI the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE VI. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of ARTICLE VI or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the employee from making a subsequent appeal through Step 4 of ARTICLE VI.

6.7 RESOLUTION OF EMPLOYMENT CONCERNS

If an employee has concerns about any issue of employment, the EMPLOYER and the UNION encourage discussion and resolution through the employee's established chain of command. The EMPLOYER recognized that such concerns may be raised through the UNION when/if the employee does not feel comfortable raising the issue with the EMPLOYER.

ARTICLE 7 - SAVINGS CLAUSE

This AGREEMENT is subject to law. 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 the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 8 - WORK SCHEDULES

- 8.1 The EMPLOYER has the sole authority to establish or modify work schedules.
- 8.2 The EMPLOYER will give as much advance notice as is practicable, to employees affected by the modification of scheduled shifts different from the employees' normal scheduled shift.
- 8.3 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.
- 8.4 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours.
- 8.5 Employees shall be given a fifteen (15) minute paid rest period for each four (4) hours worked. The rest periods shall occur as close as practicable to two (2) hours after the start of the day and two (2) hours after the meal break and shall be taken on the job site. Employees working an 8-hour shift shall be given an unpaid meal break of thirty (30) minutes taken approximately four (4) hours after the start of said shift.

ARTICLE 9 - OVERTIME PAY

- 9.1 Hours worked in excess of forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1 1/2) times the employee's regular base pay.
- 9.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 9.3 Employees may earn compensatory time in lieu of cash compensation. Employees may accumulate compensatory time to a maximum of eighty (80) hours. Compensatory time may only be used with the prior approval of the employee's department head. Accumulated compensatory time will be paid out on the 25th pay period each year, less sixteen (16) hours, which will carry over to the next year. The EMPLOYEE may elect to cash out all accumulated compensatory time. Compensatory time may be paid out in cash, as an HSA distribution, or a distribution to deferred compensation at the EMPLOYEE'S choice: such choice may differ from year to year.
- 9.4 Overtime will be distributed as equally as practicable.
- 9.5 All overtime must be authorized by the Department Head or designated supervisor.
- 9.6 Employees who are also members of the Princeton Fire and Rescue Department may use compensatory time when responding to fire calls during regular work hours. If an employee does not have sufficient compensatory time available, vacation or unpaid time shall be used. Said absence from work must be approved by the employee's supervisor and Fire Calls must be accurately recorded on employee's timecard.

For AFSCME members covered by this contract who are also members of the Princeton Fire and Rescue Department, the EMPLOYER and the UNION acknowledge that compensatory time, vacation or unpaid leave used for a fire call can be considered as hours worked for the purpose of computing overtime when such an employee also responds to a fire call during their regular city employment. Both the EMPLOYER and the UNION agree that the above accommodation does not constitute a waiver of the EMPLOYER'S authority under FLSA provisions. If the State of Minnesota issues an opinion or recommendation relating to this provision, a re-opener may occur at the written request of either party.

ARTICLE 10 - CALL BACK

An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1 1/2) times the employees base rate of pay. An extension of or early report to an assigned shift is not a call back. The EMPLOYER shall not make work to fill the two (2) hour period. In addition, the weekend on-call Employee called back pursuant to this section shall be reimbursed by the Employer for actual mileage for up to 20 miles (maximum round trip total) to be paid at the IRS rate in effect at the time of call back.

ARTICLE 11 – WEEKEND/HOLIDAY

Employees who are scheduled to be on call for a normal Saturday/Sunday weekend, which begins at 4 p.m. the previous Friday and ends at 7 a.m. the following Monday shall be compensated for a total of eight (8) hours at the applicable rate of pay for that period. Employees who are scheduled to be on call for a designated holiday, which begins at 4 p.m. the previous day and ends at 7 a.m. the following day, shall be compensated for a total of four (4) hours at the applicable rate of pay for that period.

Once the yearly calendar is issued by the EMPLOYER, if two EMPLOYEES agree to exchange their assigned weekend shifts, they will inform and receive approval from the EMPLOYER of their mutual agreement to change. This agreement will alter the prospective weekend schedule and will be each EMPLOYEE'S new assigned weekend schedule for that year. Further changes to weekend assignments are the responsibility of the EMPLOYEE now assigned to that weekend.

Employees scheduled to be on call shall be allowed to take a city vehicle home while in on-call status. There shall be no personal use of said vehicle.

When an employee is the designated "on call" person, they shall be the person called in before any other public works employee.

ARTICLE 12 - RIGHT OF SUBCONTRACT

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT. The EMPLOYER will provide the UNION with an opportunity to meet and confer as defined by M.S. 179A.01, subd. 10 prior to subcontracting.

ARTICLE 13 - DISCIPLINE

- 13.1 The EMPLOYER will discipline employees only for just cause. Discipline will be in one of the following forms:
- a. oral reprimand;
 - b. written reprimand;
 - c. suspension;
 - d. demotion; or
 - e. discharge.
- 13.2 Notices of suspension, demotion and discharge will be in written form and will state the reason(s) for the action taken.
- 13.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the UNION will receive a copy of such reprimands and/or notices. An Employee may request to have oral reprimands removed from their personnel file after two (2) years, if no like discipline has occurred. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 13.4 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning. The EMPLOYER will inform each employee of his/her rights under this clause prior to the initiation of a disciplinary investigation.
- 13.5 Grievances relating to this ARTICLE shall be initiated by the UNION at Step 2 of the grievance procedure under Article VI of this AGREEMENT.
- 13.6 Discharges will be preceded by a five (5) day suspension without pay.

ARTICLE 14 - PROBATIONARY PERIODS

- 14.1 All newly hired or rehired employees will serve a six (6) months' probationary period.
- 14.2 All employees will serve a six (6) months' probationary period in any job classification in which the employee has not served a probationary period.
- 14.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.
- 14.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.
- 14.5 Upon notification of the employee and the UNION, the probationary period may be extended for an additional 3 months.

ARTICLE 15 - SENIORITY

- 15.1 If the EMPLOYER decides to reduce the workforce, layoffs shall be done by inverse seniority within the designated classification(s).

- 15.2 Job classification seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for eighteen(18) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

ARTICLE 16 – HEALTH INSURANCE

- 16.1 The EMPLOYER will contribute eight hundred fifteen dollars and one cent (\$815.01) toward single coverage or one thousand four hundred sixty dollars and seventy-one cents (\$1460.71) toward family coverage per month per full-time employee for group health insurance coverage, for calendar 2024.

The EMPLOYER will contribute thirty dollars and thirty cents (\$30.30), for single coverage, seventy-two dollars and six cents (\$72.06) for employee plus one coverage or seventy-four dollars and thirty-eight cents (\$78.38) for family coverage per month per full-time employee for group dental insurance for 2024. Health and dental insurance shall be a re-opener for the remaining years of the contract.

- 16.2 The EMPLOYER shall provide \$50,000 term life insurance for full-time employees and \$2,000 term life insurance for dependents of full-time employees.
- 16.3 If a sufficient number of EMPLOYEES request coverage, the EMPLOYER shall make available both Short-term Disability Insurance and Long-Term Disability Insurance. The premiums for both shall be paid by the EMPLOYEES requesting said coverage.

ARTICLE 17 - SICK LEAVE/EARNED SICK AND SAFE LEAVE

- 17.1 Full-time employees shall accrue sick leave at the rate of eight (8) hours per month to a maximum accumulation of nine hundred sixty (960) hours.
- 17.2 When taking sick leave the employee or significant other shall notify their department head or supervisor prior to the scheduled work day. It is not the responsibility of the employee to find a replacement.
- 17.3 Two (2) of the twelve days of sick leave accrued per year may be designated a personal leave day and can be used as time off for personal reasons in a four (4) hour block and may not be carried over from year to year.

Sick leave is authorized absence from work with pay, granted to qualified non-exempt full-time and part-time employees. Sick leave is a privilege, not a right.

Employees are to use this paid leave only when they are unable to work for medical reasons and under the conditions explained below. Sick leave does not accrue during an unpaid leave of absence.

Full-time employees will accumulate sick leave at a rate of one day per month, for a total of 96 hours per year. Of those hours, 48 shall be designated on an employee's time card as Earned Sick and Safe Leave.

- Part-time employees regularly scheduled to work at least 20 hours per week will accrue sick leave on a pro-rated basis of the full-time employee schedule. Sick leave is only available when employee has a work schedule that is regular and consistent for nine (9) consecutive months and that schedule is expected to continue.
- Part-time employees regularly scheduled to work fewer than 20 hours per week will not earn or accrue sick leave.
- Temporary and seasonal employees will not earn or accrue sick leave.
- Sick leave may be used only for days when the employee would otherwise have been at work. It cannot be used for scheduled days off.

Sick leave may be used as follows:

- When an employee is unable to perform work duties due to illness or disability (including pregnancy).
- For medical, dental or other care provider appointments.
- When an employee has been exposed to a contagious disease of such a nature that his/her presence at the workplace could endanger the health of others. To care for the employee's injured or ill children, including stepchildren or foster children, for such reasonable periods as the employee's attendance with the child may be necessary.
- To take children, or other family members to a medical, dental or other care provider appointment.
- To care for an ill spouse, father, father-in-law, mother, mother-in-law, stepparent, grandparent, grandchild, sister or brother.

Pursuant to Minn. Stat. §181.9413, eligible employees may use up to 160 hours of sick leave in any 12-month period for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, stepparent, parent-in-law (mother-in-law and father-in-law), and grandchild (includes step-grandchild, biological, adopted, or foster grandchild). The 12-month period will be calculated as for FMLA events.

Safety leave.

Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in any 12-month period.

Earned Sick and Safe Leave may be used as follows:

- the employee's mental or physical illness, treatment or preventive care;
- a family member's mental or physical illness, treatment or preventive care;
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

The following family members are included for care:

- their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- their spouse or registered domestic partner;
- their sibling, stepsibling or foster sibling;
- their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- their grandchild, foster grandchild or step-grandchild;
- their grandparent or step-grandparent;
- a child of a sibling of the employee;
- a sibling of the parents of the employee;
- a child-in-law or sibling-in-law;
- any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner; any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- up to one individual annually designated by the employee.

The employee must designate that they are using Earned Sick and Safe Leave (as opposed to standard Sick Leave on their time card.

After accrued sick leave has been exhausted, vacation leave may be used upon approval of the City Administrator, to the extent the employee is entitled to such leave.

To be eligible for sick leave pay, the employee will:

- Communicate with his/her immediate supervisor, as soon as possible after the scheduled start of the workday, for each and every day absent;
- Keep his/her immediate supervisor informed of the status of the illness/injury or the condition of the ill family member;
- Submit a physician's statement upon request.

After an absence, a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

Any work restrictions must be stated clearly on the return-to-work form. Employees who have been asked to provide such a statement may not be allowed to return to work until they comply with this provision. Sick leave may be denied for any employee required to provide a doctor's statement until such a statement is provided.

The city has the right to obtain a second medical opinion to determine the validity of an employee's workers' compensation or sick leave claim, or to obtain information related to restrictions or an employee's ability to work. The city will arrange and pay for an appropriate medical evaluation when it is required by the city.

Any employee who makes a false claim for sick leave will be subject to discipline up to and including termination.

Employees must normally use sick leave prior to using paid vacation, or compensatory time and

prior to an unpaid leave of absence during a medical leave.

Sick leave will normally not be approved after an employee gives notice that he or she will be terminating employment. Exceptions must be approved by the City Administrator.

Sick leave cannot be transferred from one employee to another.

Unused sick leave may be accumulated. Unused Earned Sick and Safe Leave may accrue to the following year, but the accrual is capped at 80 hours by statute.

An employee receiving sick leave with pay who simultaneously receives workman's compensation insurance benefits shall receive, for the duration of said benefits, only that portion of their sick leave payment which will together with workman's compensation benefits equal their regular pay. Two of the twelve days of sick leave accrued per year may be designated a personal leave day and can be used as time off for personal reasons in an eight (8) hour block and may not be carried over from year to year.

ARTICLE 18 – SEVERANCE PAY

An employee who has been employed by the EMPLOYER for five (5) years or more and leaves the employment of the EMPLOYER for good cause, shall receive 50% of accumulated sick leave not to exceed 960 hours, at their regular rate of pay, not to exceed 480 hours paid plus 40 hours of pay. An EMPLOYEE who leaves in good standing after five (5) years or more of employment shall receive, upon separation, a longevity payment equaling eight (8) hours for each year of service.

ARTICLE 19 –BEREAVEMENT LEAVE

Up to three (3) days off with pay may be used for the death of a spouse, child or stepchild, parent or stepparent, parent-in-law, sibling or stepsibling, grandparent, grandparents-in-law, grandchild, or step grandchild. One (1) day of leave may be used for the death of a sibling-in-law, aunt or uncle, nephew or niece. Two additional days of vacation may be granted upon request by the EMPLOYEE, per occurrence, per year, to the EMPLOYER.

ARTICLE 20 – INJURY ON DUTY

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Workers' Compensation insurance payments as long as the employee is eligible for Workers' Compensation insurance payments. The difference in pay shall be charged to the employee's vacation, sick leave or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day waiting period shall be charged to the employee's sick leave account less Workers' Compensation insurance payments.

ARTICLE 21 - VACATIONS

21.1 Full-time employees shall earn vacation time at the following rate:

After 1 year of service	-	3.33 hours per month
After 2 years of service	-	6.67 hours per month

After 6 years of service - 10 hours per month
After 10 years of service- An additional 8 hours per year of service, not to exceed 300 hours per year.

The maximum number of vacation hours an Employees may have is 360 hours.

- 21.2 Two vacation periods (preferably, but not required, one of which would be a 40-hour period) shall be selected on the basis of seniority beginning December 1 and ending December 15 of the previous year. Vacation scheduled after December 15 shall be on a first come first served basis. The EMPLOYER shall be given at least two (2) weeks notice prior to vacation time request.
- 21.3 Any EMPLOYEE who becomes ill on vacation may use sick time pay in lieu of vacation pay. The EMPLOYER shall require verification of said sick time.
- 21.4 EMPLOYEES who have not converted to PTO and maintain vacation hours will be paid out 100% of their vacation accrual upon separation.

Paid Time Off (PTO)

The EMPLOYER has established a Paid Time Off program in lieu of vacation and sick leave. Existing employees may voluntarily convert to PTO; in order to encourage conversion to PTO, employees will be paid out 50% of their sick leave bank. The remaining hours will be combined with their vacation hour bank and capped at 720 hours annually. Accruals for PTO will be a combination of sick leave noted in Article 17 and vacation accrual in Article 21. Accruals will cease once the annual maximum is met.

EMPLOYEES may cash out up to 300 hours of PTO if: they have reached the maximum annual accrual and have used at least 128 hours of PTO in the previous year. PTO cash out may be in cash, to deferred compensation program, or to their HSA at the EMPLOYEE'S request. PTO will be paid in full to the EMPLOYEE at the time of separation provided the EMPLOYEE leaves in good standing.

ARTICLE 22 - HOLIDAYS

- 22.1 Full-time employees (except liquor store personnel) shall receive the following holidays:
- | | | |
|------------------------|------------------|---------------------------|
| New Year's Day | Independence Day | Thanksgiving Day |
| Martin Luther King Day | Labor Day | Day after Thanksgiving |
| President's Day | Juneteenth | Christmas Day |
| Memorial Day | Veteran's Day | Floating Holiday/Birthday |
- 22.2 Employees scheduled to work on the above recognized holidays shall be paid at one and one-half (1½) times their regular rate of pay.
- 22.3 In the event that a holiday falls on a Sunday, the following Monday shall be paid holiday, and if any of these fall on a Saturday, the preceding Friday shall be a paid holiday.
- 22.4 Employees shall be required to work their last regularly scheduled work day prior to

the holiday and their next regularly scheduled work day after the holiday to qualify for holiday pay, unless the employee is absent due to illness, accident or is on vacation.

22.5 Full-time liquor store personnel shall receive the following holidays:

New Year's Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day
		Six (6) floating holidays*

*The floating holidays cannot be carried over from one year to the next. The floating holidays are considered earned and eligible for use in eight (8) hour increments at the end of every other month beginning with January 31.

ARTICLE 23 – UNIFORMS AND LICENSES

23.1 The EMPLOYER will provide Public Works and Wastewater Treatment Plant EMPLOYEE any required uniform items and shall be consistent with the following standards: Navy blue pants (not denim), lined or unlined; navy blue jackets, light or heavy (with patch); ANSI Level II reflective shirt with collar (with patch); steel-toed work boots or shoes All clothing shall be able to be serviced, and EMPLOYER shall make every effort to offer lightweight clothing options for summer wear.

23.2 Police Department and Liquor Store EMPLOYEES shall follow the uniform standards in either the Personnel or Department Manual a applicable. Uniform allowances in both Departments shall be budgeted annually as appropriate.

23.3 The EMPLOYER will reimburse EMPLOYEE up to \$300 annually for the purchase of clothing consistent with the standards and/or safety-toed boots/shoes that will be worn by the EMPLOYEE while on duty. EMPLOYEE must provide receipts and there will be no carryover from year to year.

23.4 The EMPLOYER shall pay the renewal license fee for any licenses the EMPLOYER requires an EMPLOYEE to hold in order to qualify for a position with the City. The cost of any new training for those licenses shall also be covered by the EMPLOYER providing that:

- a. The EMPLOYEE takes said training and/or testing at the nearest testing and/or training location, and
- b. If the required training is available for free in a certain location and the EMPLOYEE opts to not avail themselves of that training/testing opportunity, the cost of said training/testing will be the responsibility of the EMPLOYEE.
- c. All such training needs to be scheduled and approved by the EMPLOYER.

If the Public Works Director or Supervisor specifically requests (or approves) an EMPLOYEE using their personal tools and/or equipment while performing their job and that personal equipment breaks, the City will be responsible to fix or replace the broken personal equipment. Because all Public Works EMPLOYEES are required to have their own hand tools, standard hand tools are exempt from this provision.

ARTICLE 24 – LEAVES OF ABSENCE

Leaves of absence will be provided as per law or City policy.

ARTICLE 25 – PART-TIME EMPLOYEES

Part-time employees who are regularly scheduled more than twenty (20) but less than forty (40) hours per week shall be eligible for pro-rata benefits under this AGREEMENT in the areas of holidays, vacation, and sick leave.

ARTICLE 26 - SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

The EMPLOYER and the UNION agree to jointly petition the Minnesota Bureau of Mediation Services (BMS) to explore formation of a Labor Management Committee (LMC).

ARTICLE 27 - WAIVER

- 27.1 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.
- 27.2 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 condition 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 28 - WAGES

An EMPLOYEE'S salary will be based on their performance of job responsibilities and length of service from the first twelve (12) months of employment (probation) throughout the balance of employment.

The EMPLOYER has established, effective 2023, a new base pay scale for EMPLOYEES in the Princeton Police Department. Base pay scales for 2024, 2025, and 2026 are incorporated as Appendices A, B, and C to this contract. EMPLOYEES whose anniversary dates occurred after July 9, 2023, and did not receive a step increase will be placed at their appropriate step December 31, 2023 in order to not become out of step. EMPLOYEES will thereafter continue to receive a step increase on their anniversary date until they have reached Step 8, the highest step on the base pay scale.

Me Too Clause: Should the City grant any Cost-of-Living wage adjustments to any other

bargaining unit, it is agreed that the wages of the AFSCME UNION EMPLOYEES shall be increased by the same percentage.

ARTICLE 29 – DURATION

This AGREEMENT shall be effective as of January 1, 2024, and shall remain in full force and effect until the 31st day of December, 2026. Thereafter, the terms and conditions of the contract shall continue pursuant to the provisions of M.S. 179A.20, Subd. 6 (PELRA).

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this ____ day of March, 2024.

FOR THE CITY OF PRINCETON

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES,
COUNCIL NO. 65.

Thom Walker, Mayor

Cheryl Anderson (AFSCME Staff
Rep.)

Michele McPherson, City Administrator

Jim Sinkel (Negotiator)

Kathryn Lewis (Negotiator)

Nicholas Nelson (Negotiator)

AFSCME Contract
Appendix A 2024
Base Pay Scale

Job Class	Steps							
	1	2	3	4	5	6	7	8
Liquor Store Clerk	\$18.20	\$18.98	\$19.76	\$20.54	\$21.32	\$22.10	\$22.88	\$23.66
Police Secretary	\$24.94	\$26.01	\$27.08	\$28.15	\$29.21	\$30.28	\$31.35	\$32.42
General Maintenance	\$26.56	\$27.70	\$28.84	\$29.97	\$31.11	\$32.25	\$33.39	\$34.53
Accountant	\$28.29	\$29.50	\$30.71	\$31.92	\$33.14	\$34.35	\$35.56	\$36.77
Community Development Specialist	\$36.39	\$37.95	\$39.51	\$41.07	\$42.63	\$44.19	\$45.75	\$47.31

AFSCME Contract
Appendix B 2025
Base Pay Scale

Job Class	Steps							
	1	2	3	4	5	6	7	8
Liquor Store Clerk	\$18.93	\$19.74	\$20.55	\$21.36	\$22.18	\$22.99	\$23.80	\$24.61
Police Secretary	\$25.94	\$27.05	\$28.16	\$29.27	\$30.38	\$31.49	\$32.61	\$33.72
General Maintenance	\$27.62	\$28.81	\$29.99	\$31.17	\$32.36	\$33.54	\$34.73	\$35.91
Accountant	\$29.42	\$30.68	\$31.94	\$33.20	\$34.46	\$35.72	\$36.98	\$38.24
Community Development Specialist	\$37.85	\$39.47	\$41.09	\$42.71	\$44.33	\$45.95	\$47.58	\$49.20

AFSCME Contract
Appendix C 2026
Base Pay Scale

Job Class	Steps							
	1	2	3	4	5	6	7	8
Liquor Store Clerk	\$19.50	\$20.33	\$21.17	\$22.01	\$22.84	\$23.68	\$24.51	\$25.35
Police Secretary	\$26.71	\$27.86	\$29.00	\$30.15	\$31.29	\$32.44	\$33.58	\$34.73
General Maintenance	\$28.45	\$29.67	\$30.89	\$32.11	\$33.33	\$34.55	\$35.77	\$36.99
Accountant	\$30.30	\$31.60	\$32.90	\$34.20	\$35.49	\$36.79	\$38.09	\$39.39
Community Development Specialist	\$38.98	\$40.65	\$42.32	\$43.99	\$45.66	\$47.33	\$49.00	\$50.67