



City of Mayer
Agenda for the City Council
Monday, July 22nd, 2024 – 6:30 P.M.

Opening Items

1. Call Meeting to Order
2. Pledge of Allegiance

Approval of Agenda

3. Consider Approval of Agenda

Public Comment Period

4. Open Public Comment Period – Comments are limited to 5 minutes

Consent Agenda

5. Consider Approval of July 8th, 2024 City Council Minutes
6. Consider Approval of Claims for Payment
7. Consider Approval of Final Pay Application for 2023 Mill and Overlay Project

Business Items

8. Consider Request from the Economic Development Authority to Enact a Deadline for Demolition of the Old Creamery Building
9. Consider Approval of Contract Between City of Mayer and Local 49er Union

City Council Reports

10. City Council Individual Reports and Items

Adjournment

11. Adjourn Meeting

City of Mayer

City Council Meeting Minutes for July 8th, 2024

Present: Mayor Dodge, Council Members Wegner, Fautsch, McNeilly, Heldt
Absent: None
Staff: City Administrator Nicholas Johnson
Visitors: Don Wachholz

Opening Items

The meeting was called to order at 6:30pm by Mayor Dodge.

The Pledge of Allegiance was recited.

Approval of Agenda

A motion was made by McNeilly and seconded by Heldt to approve the agenda with the deletion of the Oath of Office. All voted in favor. None voted against. The motion was carried.

Public Comment Period

There were no attendees for public comment.

Consent Agenda

A motion was made by Fautsch and seconded by Wegner to approve the consent agenda. All voted in favor. None voted against. The motion was carried.

1. Consider Approval of June 24th, 2024 City Council Minutes
2. Consider Approval of June 24th, 2024 City Council Workshop Minutes
3. Consider Approval of Claims for Payment (7148e to 7162e; 25882 to 25904)
4. Consider Approval of Staff Reports

Business Items

Consider Approval of Street Patching Quote – City Administrator Johnson reviewed a quote obtained by Wm Mueller to perform patching in various areas in the 2024 seal coating area in the amount of \$8,225.00. A motion was made by McNeilly and seconded by Fautsch to approve the quote for work. All voted in favor. None voted against. The motion was carried.

City Council Reports

Council Member McNeilly reported a Planning Commission meeting was held the week prior. Mayor Dodge reminded everyone Mayer Rising Community Festival was this coming weekend.

Adjournment

A motion was made by McNeilly and seconded by Heldt to adjourn the meeting. All voted in favor. None voted against. The motion was carried. Meeting adjourned at 6:34pm.

Attest:

Mayor

City Clerk



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& MENK**

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July 8, 2024

City of Mayer
Attn: Mr. Nick Johnson
413 Bluejay Ave
Mayer, MN 55360

Re: 2023 Street Improvements

Dear Mr. Johnson:

Enclosed is the Final Payment Request and closeout paperwork from W.M. Mueller and Sons for work completed on the 2023 Street Improvements Project. All punch list items have been completed.

We have reviewed the estimate, verified the quantities, and recommend final payment in the amount of **\$38,385.03**.

Please contact me if you have any questions or need additional information.

Sincerely,
BOLTON & MENK, INC.

David P. Martini
Senior Principal Engineer

Memorandum



To: City Council

From: City of Mayer Economic Development Authority

Date: July 22nd, 2024

Subject: Request for Old Creamery Demolition Deadline

Honorable Mayor and City Council,

The Economic Development Authority for the City of Mayer met for their regular meeting on July 15th, 2024. During their meeting the EDA Board discussed the Old Creamery project in regard to timelines associated with demolition of the dilapidated structure. The Board was informed that no firm deadline had been set in place on the subject. The Old Creamery owner had abandoned their original project and recognized the available option was to sell the property (with or without the structure demolished). Upon conclusion of discussion the EDA Board requests City Council place a deadline of July 31st, 2025 to have the structure demolished unless ownership changes hands and a new plan is in place for development.

Respectfully submitted,
City of Mayer Economic Development Authority
Nicholas Johnson, City Administrator

**Agreement Between the City of Mayer and
International Union of Operating Engineers, Local No. 49**

August 1, 2024 – July 31, 2026

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Article 1 – Purpose of Agreement

- 1.1 Agreement. This Agreement is entered into between the City of Mayer (hereinafter called the EMPLOYER), and Local 49 International Union of Operating Engineers (hereinafter called the UNION).
- 1.2 Scope. This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- 1.3 Purpose. This Agreement is entered into by the parties for the general purpose of promoting the mutual interests of the City and its employees; to maintain cooperation and understanding between the parties; improve employee efficiency and improve the quality of services rendered to the City and the public; establish certain hours, wages, and other conditions of employment; establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or other application. In the spirit of existing harmonious relations, the parties to this Agreement shall cooperate fully to secure the advancement and achievement of these purposes.

Article 2 – Recognition

- 2.1 The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes, Section 179A.03, Subdivision 8, as certified by the Bureau of Mediation Services on March 22, 2019, BMS Case No. 19PCE0729, and described as:

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

The parties agree that temporary/seasonal employees are excluded from the bargaining unit.
- 2.2 In the event that 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 International Union of Operating Engineers, Local No. 49.
- 3.2 EMPLOYER: The City of Mayer, Minnesota.
- 3.3 UNION MEMBERS: Members of the International Union of Operating Engineers, Local No. 49.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 BASE PAY RATE: The Employee’s hourly rate exclusive of any special allowances.

- 3.6 OVERTIME: All hours worked in excess of forty (40) hours in an Employee's work week.
- 3.7 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 a scheduled shift. An extension of or an early report to a scheduled shift is not a call back.
- 3.8 DAYS: Unless otherwise indicated, means the Employer's regular business days.
- 3.9 PROMOTION: A permanent change of an Employee from a position in one (1) work classification to a position in another work classification within the bargaining unit with more responsibility or duties and higher compensation.
- 3.10 TRANSFER: A change of Employee from one (1) position to another position in the same work classification or to another work classification, in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.11 PROBATION PERIOD: Means six (6) months of continuous service from the Employee's start of employment with the Employer. The probation period may be extended due to an employee's sickness or a leave of absence.
- 3.12 TRAINING PERIOD: Means six (6) months of continuous service from the date of promotion/reassignment/transfer that is designated as a reasonable time period to learn the job. The training period may be extended due to an employee's sickness or leave of absence.
- 3.13 SEPARATION IN GOOD STANDING: An Employee leaving service with the Employer after giving two weeks' advance notice, providing the Employee has not been discharged for misconduct.
- 3.14 WORK WEEK: Sunday through the following Saturday.
- 3.15 TEMPORARY/SEASONAL EMPLOYEE: An Employee who is not in a classified bargaining unit position because the employment is limited by duration or a specific project or task not to exceed one hundred and fifty (150) working days per calendar year. Temporary/Seasonal employees are not included in the bargaining unit.
- 3.16 SEVERANCE PAY: Payment made to an Employee upon separation of employment in good standing.
- 3.17 SENIORITY: Length of continuous service in any of the job classifications covered by Article 2 – Recognition.

Article 4 – Union Security

In recognition of the Union as the exclusive representative:

- 4.1 The Employer shall deduct from the wages of Employees, who authorize such a deduction in writing, an amount necessary to cover monthly union dues as established by

the Union and remit such deduction to the appropriate designated officer of the Union with a list of the names of the Employees from whose wages deductions were made. The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.

- 4.2 The Union agrees to indemnify and hold harmless the Employer 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 under the provisions of this Article.
- 4.3 The Union may designate one (1) Employee from the bargaining unit to act as Steward and shall inform the Employer in writing of such choice.
- 4.4 A non-employee business representative of the Union, previously certified to the Employer as provided herein may, with the prior approval of the Employer, come on the premises of the Employer for the purpose of bargaining and processing grievances.

Article 5 – Employer Authority

- 5.1 The Union recognizes the right and authority of the Employer to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws and regulations of the appropriate authorities. The rights or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.
- 5.2 Except as limited by specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to the right to operate and manage facilities and equipment; to establish and discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure, to schedule working hours and assign overtime, to select, direct, and determine the number of personnel; to hire, promote, suspend, discipline or discharge for just cause; to lay off or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including the right to subcontract or contract out any or all functions performed by members of this bargaining unit; to take any and all actions necessary to carry out the operations of the employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable; to assign duties, tasks, and to perform such other inherent managerial function set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.
- 5.3 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- 5.4 The parties recognize that all Employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws. As a matter of courtesy, the Employer agrees to notify the Union prior to major changes in the Employer's personnel policies. Provided, however, that nothing in this Article, other than Notice to the Union, shall bind the Employer in its action.

Article 6 – Employer Security

- 6.1 Neither the Union, its officers or agents, nor any of the Employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation of the rights, privileges or obligations of employment, during the life of this Agreement.
- 6.2 In the event that any Employee violates this article, the Union shall immediately notify any such Employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all Employees who violate any of the provisions of this article may be discharged or otherwise disciplined.

Article 7 – Employee Rights – Grievance Procedure

- 7.1 Grievance. Any dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Contents of a Grievance. All grievances shall be in writing. Only one subject matter or incident shall be covered in any one grievance. The written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date and time (if known) the alleged violation took place, and the specific section of the Agreement alleged to have been violated. All grievances shall be signed and dated.
- 7.3 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 steward and grievant Employee(s) and shall therefore be accomplished during normal working hours only when consistent with such Employee's duties and responsibilities. The aggrieved Employee(s) and the steward shall be allowed a reasonable amount of time for the investigation and presentation of grievances during normal working hours provided the aggrieved Employee(s) and the steward have previously notified and received the approval of the designated supervisor where the designated supervisor has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer. Up to two (2) hours per grievance

shall be with pay. The designated supervisor will be notified when the steward or grievant employee(s) returns to the work station and resumes duties.

7.4 Waiver. If a grievance does not comply with any of the procedural requirements set forth in Section 7.5, it shall be considered “waived.” If a grievance is not appealed in conformance with any of the procedural requirements in Section 7.5 or any agreed waiver of the requirements 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 times 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 written agreement of the Employer and the Union at each step. In addition, the Employer and Union may mutually agree to extend the timelines and mediate the grievance following the Step 3 final answer from the Employer prior to appealing the matter to Step 4.

7.5 Procedure. Grievances, as defined by Section 7.1, 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 fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the department head or designee. The department head or designee will discuss the matter with the grievant and Union representative and give an answer to such Step 1 grievance to the Union representative within seven (7) calendar days after receipt.

A grievance not resolved in Step 1 shall be appealed to Step 2 within seven (7) calendar days after the department head or designee’s final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within seven (7) calendar days shall be considered waived.

Step 2. If appealed to Step 2, the grievance shall be presented by the Union and discussed with the City Administrator or designee. The City Administrator or designee shall give the Union representative the Employer’s Step 2 answer in writing within seven (7) calendar days after receipt of such Step 2 grievance.

A grievance not resolved in Step 2 may be appealed to Step 3 within seven (7) calendar days following the City Administrator or designee’s final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within seven (7) calendar days shall be considered waived.

Step 3. If appealed to Step 3, the grievance shall be presented to the Employer-designated Step 3 representative within seven (7) calendar days following the City Administrator or designee’s final answer in Step 2. The Employer-designated Step 3 representative shall give the Union the Employer’s Step 3 answer in writing within seven (7) calendar days after receipt of such Step 3 grievance.

A grievance not resolved in Step 3 may be appealed to Step 4 within seven (7) calendar days following the Employer-designated Step 3 representative's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the Union within seven (7) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to Arbitration. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt or notice of referral and, in the event the parties are unable to agree upon an arbitrator within said seven (7) calendar day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. The Employer, or its representative, and the Union shall have the right to alternately strike two names from the panel. The party striking the first name shall be determined by procedures established by the Commissioner of the Bureau of Mediation Services. The remaining person shall be the arbitrator. Failure to select an arbitrator within ninety (90) days of the Employer's answer in Step 3, shall be considered a "waiver" of the grievance; unless the delay in selection is caused by the Employer, or the delay is mutually agreed upon by the parties in writing.

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

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 to both parties 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. If the grievance is covered by law or statute, or not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

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.

- 7.7 Grievance Mediation. After completion of Step 3, the parties may jointly agree to participate in mediation for the purpose of compromising, settling, or resolving a grievance pursuant to the following procedures:

- A. Request. A request to submit a grievance to mediation must be made in writing, signed by the grievant(s) or the Employer, and delivered to the designee of the other party. The other party shall respond within five (5) calendar days to accept or deny the submission of a grievance to mediation.
 - B. Selection of Mediator. A joint request for mediation shall be submitted to the Bureau of Mediation Services to assign a mediator.
 - C. Mediation. The assigned mediator shall schedule one (1) or more mediation sessions. The mediation shall be conducted in accordance with Bureau of Mediation Services Policies and Procedures III.03 regarding Grievance Mediation. The mediator does not have the authority to order discovery.
 - D. Costs of Mediation. The costs of mediation shall be borne equally by both parties. Each party shall bear its own costs related to representation during the mediation process.
 - E. Recommendation. The recommendations of the mediator, if any, shall be advisory only and shall not be binding on either party. No reference to the mediation or any recommendation therefrom may be used in any subsequent proceeding.
- 7.8 Class action grievances are not permitted pursuant to this collective bargaining agreement. Grievances must personally affect the named grievant(s).
- 7.9 Choice of Remedy. It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in this Agreement, shall not be considered grievances under this Agreement. In the event more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. If the aggrieved Employee(s) utilizes a procedure other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the Employee utilizes this procedure, then the Employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

Article 8 – Discipline

- 8.1 The Employer will discipline Employees for just cause only. Discipline will be in one (1) or more of the following forms:
- A. Oral reprimand
 - B. Written reprimand
 - C. Suspension (with or without pay)
 - D. Demotion, or
 - E. Discharge

- 8.2 Written reprimands, notices of suspensions, 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 will receive a copy of such reprimands and/or notices.
- 8.3 Oral reprimands may only be grieved through Step 3 of the Grievance Procedure.

Article 9 – Work Schedules

- 9.1 The Employer is the sole authority in establishing work schedules.
- 9.2 The normal work day shall be eight hours and one half (8 ½) hours with a thirty (30) minute unpaid lunch for full-time Employees. The normal work week shall be forty (40) hours for full-time Employees, 7:00 a.m. to 3:30 p.m. for Public Works Employees and 8:00 a.m. to 4:30 p.m. for City Hall Employees Monday through Friday.
- 9.3 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 work day. The Employer shall give ten (10) calendar days advance notice to the Employees affected by the establishment of work shifts different from the Employee's normal Monday through Friday work day.
- 9.4 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.
- 9.5 A paid fifteen (15) minute break is allowed within four (4) consecutive hours of work. An unpaid thirty (30) minute lunch period is provided when an Employee works eight (8) or more consecutive hours. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time or end time, however, breaks may be taken at the end of the first four hours of the work day and at the beginning of the last four hours of the work day, thus creating a one (1) hour lunch period for Employees who so wish to do so.
- 9.6 Upon prior approval by, and at the full discretion of, the City Administrator, City Hall Employees may be allowed to flex their schedule. Denial of any flexible scheduling shall not be grievable under the contract.

Article 10 – Overtime Pay

- 10.1 Overtime shall be paid at the rate of one and one-half (1 ½) times the Employee's regular base pay rate.
- 10.2 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.3 Overtime will be distributed as equally as practicable. Overtime refused will be considered overtime offered.

Article 11 – Compensatory Time

- 11.1 Employees may accumulate compensatory time in lieu of overtime compensation at the rate of one and one half (1 ½) times the overtime hours worked. Overtime hours not specified as compensatory time on the Employee’s timesheet will be paid as overtime compensation.
- 11.2 The maximum amount of compensatory time an Employee may accumulate and bank at any point is forty (40) hours. The forty (40) hour bank does not expire and rolls over from year to year. There are no provisions for a pay-out option except for 11.6. An Employee may use and refill their bank so long as it remains at or below the forty (40) hour maximum. Any overtime earned over the maximum bank shall be paid out.
- 11.3 Employees may use compensatory time at their discretion, subject to prior approval of the Employer.
- 11.4 When an Employee receives a pay increase because of promotion, general adjustment, or other reason, compensatory time hours shall transfer without any re-computation.
- 11.5 Compensatory time taken shall not be considered as time worked.
- 11.6 All compensatory time accrued will be paid when the Employee separates from the Employer’s employment at the base rate of pay the Employee is earning at the time of separation.

Article 12 – On-Call Duty, Weekend Duty, and Call-Back Duty

- 12.1 On-Call Duty. Public Works Employees designated by their supervisor to serve in an “On-Call” status on behalf of the City shall receive a stipend per day.
The stipend for 2024 will be \$31.75 per day.
Effective January 1, 2025, the stipend shall be \$32.71 per day (reflects 3% increase over 2024).
Effective January 1, 2026 the stipend shall be \$33.70 per day (reflects 3% increase over 2025).
- 12.2 Weekend Duty. Public Works On-Call Employees will also be responsible for Weekend Duty. Weekend duty shall consist of performing routine work such as, but not limited to, city lift stations, compost site, and duties within the wastewater and water treatment plants. Employees shall be compensated for hours worked while performing Weekend Duty on weekends and holidays at the Employee’s regular rate of pay. Under normal circumstances and conditions, Weekend Duty shall require approximately two (2) hours of work per day on weekends and holidays. However, this is not a minimum requirement or limit to the hours of work but rather a benchmark. Additionally, an Employee who has completed the assigned Weekend Duty and is called back to the City for additional work shall be compensated in the amount specified for Call-Back Duty within this Article.
- 12.3 Call-Back Duty. 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 the

Employee's base rate of pay for each Call-Back. The Call-Back period may extend beyond two (2) hours if the work requires. Employees have a reasonable obligation to work Call-Backs if requested unless unusual circumstances prevent the Employee from so working. City Hall Employees do not qualify for Call-Back pay for attending City Council meetings.

- 12.4 Employer will provide a City cell phone for public works employees who the City has designated by their supervisor to serve in an "On-Call" status on behalf of the City.
- 12.5 System Monitoring and Operations Pay. When Employees respond to an alarm from a remote location apart from the Employee's regularly scheduled shift, the Employee shall be paid twenty-five dollars (\$25.00) per week night or weekend day and fifty dollars (\$50.00) per holiday as system monitoring and operations pay. If an alarm requires an Employee to report to the Public Works facility, Waste Water facility, or other Employer facility, Section 12.3 will apply.

Article 13 – Seniority

- 13.1 Probationary Employees. During the probationary period, an Employee may be discharged at the sole discretion of the Employer.
- 13.2 Layoff. If the Employer should layoff any bargaining unit Employee(s), for any reason, the following conditions shall apply:
 - A. The Employer shall determine the position(s) in the classification, which are to be eliminated, provided however, that all Employees in temporary and part-time positions shall be laid off before regular Employees.
 - B. Seniority shall govern the order in which Employees are laid off. In the event that a layoff should become necessary, the Employer shall lay off Employees in reverse order of their seniority. The Employer shall give written notice to the Employee(s) to be laid off with a copy provided to the Union, at least fourteen (14) calendar days prior to the effective date of the layoff whenever practicable.
 - C. In the event a position of a higher class is eliminated and layoffs become necessary, Employees may exercise their seniority to displace ("bump") less senior Employees of a lower class in which the Employee is qualified.
- 13.3 Recall. Employees, who have been laid off, shall be recalled in the order of their seniority to the highest employment conditions and wages that their seniority as regular full time Employees would entitle them to receive.
 - A. An Employee on lay-off shall be notified of recall by certified mail (return receipt requested) sent to the Employee's last known address at least seven (7) calendar days prior to the reporting date. The Employee shall notify the Employer of their intent to return to work and shall report to work on the reporting date specified by the Employer unless other arrangements have been agreed to by the Employer and Employee in writing. If the Employee does not return to work under the terms of

recall mutually agreed to by the parties, the Employee shall be deemed to have terminated employment with the Employer. Employees shall remain on a recall list for twelve (12) months.

13.4 Temporary Call Back. Employer may call back laid off Employees to perform available work that is of a temporary nature.

- A. Employees, who have been laid off, shall be recalled in the order of their seniority to the highest employment conditions and wages that their seniority as regular full time Employees would entitle them to receive.
- B. Refusal by an Employee to accept a temporary call back, or the Employer's inability to contact an Employee shall not be considered a refusal to accept recall from layoff.
- C. Time worked during a temporary call back shall extend the Employees status on the recall list referred to in Article 13.3 (A) an amount of time equal to the temporary call back.

Article 14 – Compensation

14.1 Rates of Pay. Employees covered by this Agreement shall be compensated in accordance with the Wage and Classification Rates marked “Appendix A” attached hereto and made a part of this Agreement.

The 2024-2026 contract replaces the former compensation system with a new compensation system which implements a step system. The step system consists of 8 steps. The new system shall go into effect for the pay period beginning October 6, 2024. Current Employees shall be transferred on October 6, 2024 into the new step system accordingly:

Brian Luebke – Public Works Utilities Operator Step 3 at \$29.24 per hour

Scott Theisen – Public Works Utilities Operator Step 3 at \$29.24 per hour

Kyle Kuntz – Public Works Supervisor Step 6 at \$44.91 per hour

Tracy Schafer – Accounting Clerk Step 5 at \$31.85 per hour

Alicia Menzel – City Clerk Step 4 at \$30.58 per hour

Employees who receive a satisfactory performance review shall receive a step increase to be effective on their employment anniversary date. In the event of a promotion during employment, the step increase shall take place on the promotion date thereafter.

Performance reviews are not subject to the grievance procedure.

14.2 Employer shall provide Employees with a pay stub or access to an online pay stub showing Employee earnings, PTO, and compensatory time.

- 14.3 Pay Day. Employees shall be paid bi-weekly by automatic deposit or paycheck for the prior two (2) work week pay period. Payroll is processed on the Monday after the end of the pay period. The City utilizes a third party firm to send out payroll deposits and checks. Employees will receive pay when the third party firm processes.
- 14.4 Pay Period. A fourteen (14) day period beginning at 12:00 a.m. (midnight) on Sunday through 11:59 p.m. on Saturday, fourteen (14) days later.

Article 15 – Paid Time Off (PTO)

- 15.1 All Regular Employees are entitled to paid time off (PTO). Employees may use earned PTO leave any time for any reason subject to approval by the City Administrator or other authorized supervisor. Paid holidays that occur during PTO leave shall not be counted as days of PTO leave.

<u>Years of Service</u>	<u>Accrual Rate</u>	<u>Maximum Bank</u>
0-4 years	18 working days	27 working days
5-9 years	21 working days	32 working days
10-14 years	26 working days	39 working days
15-19 years	31 working days	47 working days
20 plus years	36 working days	54 working days

Years of service shall mean consecutive employment as a full-time employee or 2,080 hours of service as an eligible part-time employee. The Employer, in its sole discretion, may credit rehired employees or newly hired but experienced employees with additional years of experience.

- 15.2 PTO will not accrue during unpaid leaves.
- 15.3 Employees may carry over any annual PTO that does not exceed the stated cap. No additional accrual will occur above the cap. Effective August 1, 2024, a one-time addition of five (5) days of PTO to the existing PTO banks of Tracy Schafer, Alicia Menzel, and Scott Theisen.
- 15.4 An Employee using PTO shall accrue PTO during such use.
- 15.5 PTO hours used shall not be counted as “hours worked.”

Article 16 – Bereavement Leave

- 16.1 Employees will be permitted to use up to three (3) working days with pay in the case of the death of any Employee’s immediate family. Immediate family includes: Spouse, partner, children, grandchildren, parents, grandparents, siblings (including any step-or in-law in the preceding list).

Article 17 – Insurance

17.1 Health Insurance. Health insurance is provided to each employee, including their spouse and/or dependents, through the Employer’s group health insurance offering.

Employer shall contribute \$1,325.00 per month towards Employee health insurance premiums, not to exceed 100% of the premium.

Any cost difference above the \$1,325.00 per month premium shall be split 60%/40% between Employer (60%) and Employee (40%).

- A. To be eligible for health insurance, an Employee must work a minimum of thirty (30) hours per week.
- B. The Employer shall have the right to select the insurance carrier and the policy.
- C. It shall be understood that the Employer’s only obligation is to purchase an insurance policy and pay the amounts above agreed to and no claim shall be made against the Employer as a result of any denial of any insurance benefits by any insurance carrier.

17.2 Dental Insurance. The City offers dental insurance through the City’s Insurance provider for eligible full time Employees and their spouse/partner and/or their dependents.

- A. The Employer shall contribute one hundred percent (100%) of the dental premium for Employee only coverage and, in the event the cost of family coverage exceeds Employee only coverage, eighty percent (80%) of the dental premium for family coverage.
- B. To be eligible for health insurance, an Employee must work a minimum of thirty (30) hours per week.
- C. The Employer shall have the right to select the insurance carrier and the policy.
- D. It shall be understood that the Employer’s only obligation is to purchase an insurance policy and pay the amounts above agreed to and no claim shall be made against the Employer as a result of any denial of any insurance benefits by any insurance carrier.

17.3 Disability Insurance. The Employer shall contribute one hundred percent (100%) towards, and provide Employees with, long-term and short-term disability insurance.

17.4 Life Insurance. Employer shall contribute one hundred percent (100%) towards, and provide Employees with, a life insurance policy.

17.5 Health Reimbursement Arrangement. Employer shall contribute and provide Employees with forty-two dollars (\$42.00) per month towards a Health Reimbursement Arrangement.

Article 18 – Holidays

18.1 Recognized Holidays. Include the following:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Juneteenth Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Christmas Day
Two Floating Holidays (Employee choice)	

18.2 Holidays occurring on a Saturday shall be observed the preceding Friday and holidays occurring on Sunday shall be observed the following Monday.

18.3 Employees called in to work the actual holiday listed above, as opposed to the observed holiday, shall be compensated at one and one half (1 ½) times the Employee's rate of pay in addition to holiday pay.

18.4 All holidays shall be counted as "hours worked."

Article 19 – Uniforms, Safety, and Clothing Allowance

19.1 The Employer shall provide Public Works Employees with uniforms as it deems appropriate.

19.2 In order to encourage employee safety, Public Works Employees shall receive an annual safety footwear allowance for reimbursement of up to three hundred dollars (\$300.00) for the purchase of approved safety boots upon presentation of a receipt.

19.3 Employees covered under this agreement shall receive a minimum of one item of work-related clothing containing the Employer's logo, such as a sweatshirt, polo, or t-shirt. The City Administrator may approve more than one per year at their discretion.

19.4 Employer shall provide Public Works Employees with safety glasses, safety vests, and gloves as needed to perform job functions.

Article 20 – Conferences, Training, and Development

20.1 Employees may be reimbursed for educational expenses when the education is relevant to the position of employment and the Employee has been employed by the Employer for at least one (1) year and is in "good standing" with the Employer. To be eligible for reimbursement, the Employee must first have prior approval by the City Council. Employees must reimburse the City if they leave employment within twelve (12) months of receiving reimbursement under this paragraph from the City. After six (6) months, such reimbursement shall be prorated to the date of separation of employment.

20.2 The Employer shall pay for the cost of an Employee's participation in training and attendance at professional conferences or meetings, provided that the Employer has approved attendance in advance by their Supervisor or the City Administrator and the

conference is relevant to the position of employment. Employees under this agreement will be reimbursed for expenses incurred during conference attendance including travel, meals and registration fees.

- 20.3 The time an Employee spends attending training during their scheduled shift, approved by the Employer shall be considered working hours for the purpose of computing wages and other benefits provided by this Agreement.

Article 21 – Job Posting

- 21.1 Job vacancies within the bargaining unit shall be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies. An employee must apply for the position within the five (5) working days after such notice is posted.
- 21.2 The Employer retains the right to final decision in the selection of Employees to fill posted jobs based on qualifications, experience and abilities. Whenever all relevant qualifications, abilities and experience are equal, then seniority as outlined in Article 13 will prevail. Nothing in this Article prevents the Employer from hiring qualified outside applicants.
- 21.3 Employees filling a job vacancy within the bargaining unit based on the provisions of this Article shall be subject to the conditions of the training period as defined by Article 3.12. During the training period, the Employer may return an Employee to their former position at the sole discretion of the Employer.

Article 22 – Severance

- 22.1 Employees separating from employment in good standing shall be compensated at their regular rate of pay for all hours of accrued and unused PTO as of the date of separation. For purposes of this section, good standing means that an Employee is resigning with two (2) weeks advance notice. The Employer may authorize exceptions to these requirements in its discretion.

Article 23 – Waiver

- 23.1 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.
- 23.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any term 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 by 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 of the parties at the time that this contract was negotiated or executed.

Article 24 – Savings Clause

24.1 This Agreement is subject to the laws of the United States, the state of Minnesota, and the City of Mayer. In the event that any provision of this Agreement shall be held to be contrary to the law by a Court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

Article 25 – Duration

25.1 This Agreement shall be in effect from and shall remain in effect from August 1, 2024 through July 31, 2026 and thereafter unless either party hereto shall give notice sixty (60) days prior to the annual expiration date of their desire to terminate or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

City of Mayer

International Union of Operating Engineers
Local No. 49

Mayor

Business Manager

Date: _____

Date: _____

City Administrator

Area Business Representative

Date: _____

Date: _____

Steward

Date: _____

Appendix “A”

Wage and Classification Rates

2024 Step System

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
PW Utilities Operator	\$ 26.95	\$ 28.07	\$ 29.24	\$ 30.46	\$ 31.73	\$ 33.05	\$ 34.43	\$ 35.86
Accounting Clerk	\$ 27.05	\$ 28.18	\$ 29.35	\$ 30.58	\$ 31.85	\$ 33.18	\$ 34.56	\$ 36.00
City Clerk	\$ 27.05	\$ 28.18	\$ 29.35	\$ 30.58	\$ 31.85	\$ 33.18	\$ 34.56	\$ 36.00
PW Supervisor	\$ 36.62	\$ 38.14	\$ 39.73	\$ 41.39	\$ 43.11	\$ 44.91	\$ 46.78	\$ 48.73

2025 Step System (Effective 1/1/2025 reflects 3.0% increase)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
PW Utilities Operator	\$ 27.76	\$ 28.91	\$ 30.12	\$ 31.37	\$ 32.68	\$ 34.04	\$ 35.46	\$ 36.94
Accounting Clerk	\$ 27.86	\$ 29.02	\$ 30.23	\$ 31.49	\$ 32.81	\$ 34.17	\$ 35.60	\$ 37.08
City Clerk	\$ 27.86	\$ 29.02	\$ 30.23	\$ 31.49	\$ 32.81	\$ 34.17	\$ 35.60	\$ 37.08
PW Supervisor	\$ 37.72	\$ 39.29	\$ 40.93	\$ 42.63	\$ 44.41	\$ 46.26	\$ 48.18	\$ 50.19

2026 Step System (Effective 1/1/2026 reflects 3.0% increase)

Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
PW Utilities Operator	\$ 28.59	\$ 29.78	\$ 31.02	\$ 32.31	\$ 33.66	\$ 35.06	\$ 36.52	\$ 38.04
Accounting Clerk	\$ 28.70	\$ 29.90	\$ 31.14	\$ 32.44	\$ 33.79	\$ 35.20	\$ 36.66	\$ 38.19
City Clerk	\$ 28.70	\$ 29.90	\$ 31.14	\$ 32.44	\$ 33.79	\$ 35.20	\$ 36.66	\$ 38.19
PW Supervisor	\$ 38.85	\$ 40.47	\$ 42.15	\$ 43.91	\$ 45.74	\$ 47.64	\$ 49.63	\$ 51.70