

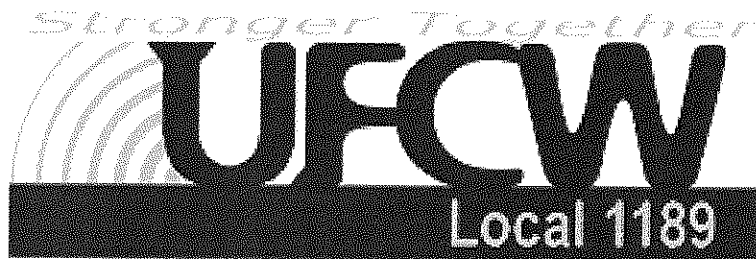
# **Park Rapids Municipal Liquor**

**Contract**

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**Effective  
01/01/2020 – 12/31/2022**

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**United Food and Commercial Workers Union Local 1189**

2002 London Road  
Duluth MN 55812  
Phone: 218-728-5174 or  
800-942-3546  
Fax: 218-728-5178  
Website: [www.ufcw1189.org](http://www.ufcw1189.org)

## **Know Your Rights**

### **Request that your Union Representative be present!**

U.S. Supreme Court ruled in 1975 "Weingarten" that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
  - a. They can grant your request and bring in a Union Representative.
  - b. They can discontinue the interview and proceed with the investigation without your participation.
  - c. The Employer can offer you the choice of proceeding without Union representation.

#### **Remember:**

**What you say can be used against you. Know your rights!  
Demand Union representation when you are facing discipline.**

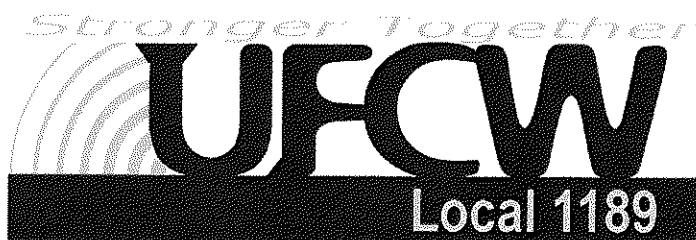
**LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF PARK RAPIDS**

**AND**

**UNITED FOOD & COMMERCIAL WORKERS UNION  
LOCAL #1189**



**Effective JANUARY 1<sup>st</sup>, 2020 through DECEMBER 31<sup>st</sup>, 2022**

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**LABOR AGREEMENT  
BETWEEN  
THE CITY OF PARK RAPIDS  
AND  
UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL #1189**

**ARTICLE I  
PURPOSE OF AGREEMENT**

This Agreement **made and entered into this first day of January 2020, by and between** the City of Park Rapids, hereinafter referred to as the Employer, and the United Food and Commercial Workers Union Local #1189, hereinafter referred to as the Union

It is the intent and purpose of the Agreement to:

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

**ARTICLE II  
RECOGNITION**

The Employer recognizes the Union as the sole exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for all employees of the Park Rapids Municipal Liquor Store, who are public employees within the meaning of Minnesota Statutes, Section 179A.03, subd. 14.

**ARTICLE III  
UNION SECURITY**

In recognition of the Union as the exclusive representative, the Employer will:

- 3.1 Deduct 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.
- 3.2 Remit such deduction to the appropriate designated officer of the Union.
- 3.3 The Union may designate **two** employees from the bargaining unit to act as Steward and shall inform the Employer in writing of such notice.

3.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

3.5 Employees who are elected or appointed to office in/or as a delegate representing the Union shall be allowed an unpaid leave of absence. The employee must give one months' notice prior to taking such leave, and the leave shall not exceed the term of office to which the employee is elected.

3.6 Business Representatives of the Union may visit any of the establishments covered under the Contract at all reasonable hours for the transaction of official Union business. Such activities shall be conducted in such a manner as not to substantially interfere with the normal operation of business.

3.7 This Agreement shall be subject to Minnesota Statutes, Section 179A.03, subd. 3, which provides as follows:

An exclusive representative may require employees who are not members of the exclusive representative to contribute a fair share fee for services rendered by the exclusive representative. The fair share fee must be equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the exclusive representative. In no event may the fair share fee exceed 85 percent of the regular membership dues. The exclusive representative shall provide advance written notice of amount of the fair share fee to the Employer and to unit employees who will be assessed the fee. The Employer shall provide the exclusive representative with a list of all unit employees. A challenge by an employee or by a person aggrieved by the fee must be filed in writing with the commissioner, the public Employer, and the exclusive representative within 30 days after receipt of the written notice. All challenges must specify those portions of the fee challenged and the reasons for the challenge. The burden of proof relating to the amount of the fair share fee is on the exclusive representative. The commissioner shall hear and decide all issues in these challenges. The Employer shall deduct the fee from the earnings of the employee and transmit the fee to the exclusive representative 30 days after the written notice was provided. If a challenge is filed, the deductions for a fair share fee must be held in escrow by the Employer pending a decision by the commissioner.

#### **ARTICLE IV** **EMPLOYER SECURITY**

The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow down, sympathy strike or other interruption of or interference with the normal functions of the Employer.

**ARTICLE V**  
**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, assign overtime, to make and enforce reasonable rules and regulations, to lay off employees or reduce work schedules due to lack of work or other reasons; 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 VI**  
**EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

6.1 Definition of a Grievance

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

6.2 Union Representative

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.

6.3 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 Union representative shall be allowed a reasonable amount of time not to exceed one (1) hour, without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union Representative have notified and received the approval of the designated supervisor who had determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 Procedure

Grievance, as defined by Section 6.1, 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 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 in Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 Representative. The Employer-designated Representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed in Step 3 within ten (10) calendar days following the Employer-designated Representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 Representative. The Employer-designated Representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated Representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's final answer in Step 4. Any grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed in Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

#### 6.5 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.

#### 6.6 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 by mutual written agreement of the Employer and the Union.

#### 6.7 Choice of Remedy

If, as a result of the written Employer response in Step 4, 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 5 of Article VI or a procedure such as: Civil Service, Veteran's Preference, or Fair employment. If appealed to any procedure other than Step 5 of Article VI, the grievance is not subject to the arbitration procedure as provided in Step 5 of Article VI. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 5 of Article VI or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 5 of Article VI.

### **ARTICLE VII** **DEFINITIONS**

- 7.1 UNION: The United Food and Commercial Workers Union Local #1189.
- 7.2 EMPLOYER: The City of Park Rapids.
- 7.3 UNION MEMBER: A member of the United Food and Commercial Workers Union Local #1189.

- 7.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 7.5 BASE PAY RATE: The employee's hourly pay rate.
- 7.6 SENIORITY: Length of continuous service with the Employer.
- 7.7 OVERTIME: Work performed at the express authorization of the Employer in excess of forty (40) hours within a seven-day period.
- 7.8 FULL-TIME EMPLOYEE: is an employee regularly scheduled to work forty (40) hours per week
- 7.9 PART-TIME EMPLOYEE: is an employee regularly scheduled to work less than forty (40) hours per week

**ARTICLE VIII**  
**SAVINGS CLAUSE**

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

**ARTICLE IX**  
**WORK SCHEDULES & UNIFORM CODE**

9.1 The sole authority in work schedules is the Employer. An employee who wishes to have a particular Saturday off shall submit their request to the manager by the 10<sup>th</sup> of the preceding month. The store will post the work schedule for all employees by the 15<sup>th</sup> day of each month for the following month. The Employer has the sole discretion to grant or deny a part-time employee's request for a particular Saturday off.

9.2 The Employer shall schedule current full-time employees a minimum of one (1) Saturday a month off. It is recognized that Saturdays preceding or following holidays need not be the off-scheduled Saturday. The employer will make an attempt to schedule consecutive days off when requested.

9.3 Full-time liquor store employees will not be scheduled more than five (5) working days in a seven (7) day period unless mutually agreed upon between the Employer and employee.

9.4 Employees shall notify the manager of their intent to restrict his/her schedule by the 10<sup>th</sup> of the month. Unless an employee restricts his/her schedule, the manager will schedule Employee's hours to work, based on seniority and by taking into account, when possible, stated preferences.

9.5 In determining the schedule, Manager's hours will not be included. Another bargaining unit employee may be identified and given varied duties such as preparing the tills, data entry, and making deposits. The manager may be on the floor in furtherance of management responsibilities.

9.6 Acts of God: "i.e., poor weather." Should the store **close early the employee will be paid as though they worked their scheduled shift, up to four (4) hours. If the store is closed for more than four (4) hour the employee may use vacation pay, compensation pay or opt to go without pay for the remainder of their shift.** If an employee leaves early with management approval, the employee may use vacation pay, compensation pay, or opt to leave without pay.

9.7 The Employer shall establish a uniform code for all employees and shall furnish the uniforms and replace them at reasonable intervals.

#### **ARTICLE X** **OVERTIME PAY**

10.1 Hours worked in excess of forty (40) hours within a week seven (7) day period will be compensated for at one and one-half (1½) times the employee's regular base pay rate.

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

10.3 Employees who are called and requested to come in with less than twelve (12) hours notice and agree to do so shall receive time and one-half (1½) their regular rate of pay for the hours worked.

**10.4 All work performed on Sunday shall be time and one-half (1 ½) times the employee's regular pay rate.**

#### **ARTICLE XI** **RIGHT TO SUB-CONTRACT**

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

#### **ARTICLE XII** **DISCIPLINE**

The Employer will discipline employees only for just cause.

**ARTICLE XIII**  
**PROBATIONARY PERIOD**

13.1 All newly hired or rehired employees shall serve a six (6) month probationary period. In circumstances where the Employer believes an extended probationary period may be necessary to sufficiently evaluate the employee's performance, at the discretion of the Employer, an extended probationary period of up to **thirty (30)** additional days may be implemented for such purpose, provided that the extension is documented by written notification to the employee and the Union. Probationary employees during such period may be discharged by the Employer without cause and without the same causing a breach of this contract or constituting a grievance hereunder.

13.2 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer.

13.3 Any employee promoted or transferred from part-time to full-time status will serve a **30-day** trial period. During the trial period, an employee promoted from part-time to full-time shall have the option of returning to his/her original part-time position within **thirty (30)** days. During the trial period, the Employer may return a promoted employee to their original position within **thirty (30)** days if the Employer determines that the employee will not be satisfactory in the new position. The Employer shall provide the employee, in writing, the reasons they are being returned to their prior position and the employee may grieve such determination.

13.4 Any employee promoted or transferred from Clerk to Lead Clerk will serve a **60-day** trial period. During the trial period, an employee promoted to Lead Clerk shall have the option of returning to his/her original part-time position within **sixty (60)** days. During the trial period, the Employer may return a promoted employee to their original position within **sixty (60)** days if the Employer determines that the employee will not be satisfactory in the new position. The Employer shall provide the employee, in writing, the reasons they are being returned to their prior position and the employee may grieve such determination.

**ARTICLE XIV**  
**PROMOTIONS**

14.1 All job vacancies for permanent job openings will be posted for a period of ten (10) working days.

14.2 Employees interested in making application for such posted vacancies shall do so within the ten (10) day period. All employees making an application shall be considered for the vacancy.

14.3 The Employer will fill vacancies with the best qualified applicant.

14.4 Seniority shall be the determining criterion for vacancies only when all other job-relevant qualification factors are equal.

14.5 All full-time positions, when vacated, shall be bid as full-time positions and be filled with the senior qualified employee bidding.

**ARTICLE XV**  
**LAY OFF**

15.1 Employees shall be laid off on the basis of job classification seniority.

15.2 A senior employee may exert his seniority preference over a junior employee in any classification of work, provided he has the necessary qualifications to perform the duties of the job involved.

15.3 Employees laid off by the Employer shall retain recall rights for a period of one (1) year.

**ARTICLE XVI**  
**HEALTH & LIFE INSURANCE**

16.1 In addition to salary, the Employer offers a Flexible Benefits Plan to employees. Effective **January 1<sup>st</sup>, 2020**, for employees electing single coverage, the Employer shall contribute **seven hundred and seventy (\$770.00) dollars** per month to each full-time employee enrolled in the City's group health insurance for group insurance premiums, as specified in the City's Flexible Benefits Plan.

For each employee electing dependent coverage, the Employer will contribute up to the premium amount, not to exceed an additional **four hundred sixty-nine (\$469.00) dollars** above the Employer's single coverage contribution provided in this paragraph.

For an employee enrolled in the City's group health insurance plan, any amount of the Employer's monthly contribution, as provided herein, not used by the employee for health insurance or other group insurance premiums offered under the Flexible Benefits Plan will be paid to the employee as part of the employee's taxable gross earnings. (Refer to Article XXVII.)

Should the Employer at any time during the length of this Agreement increase their contribution for any other Bargaining Unit group or person covered by the City Health Insurance Plan, then the city shall at that same time increase the contribution rate for the employees covered by this Agreement by that same amount.

16.2 The Employer shall pay 100% of the Group Life Insurance for all full-time employees to a face amount of \$10,000 per employee.

16.3 The Employer will provide short-term disability for full-time employees at no cost to the employee.

16.4 For employees eligible to obtain group health insurance through their spouse or domestic partner, the City shall contribute two hundred (\$200) dollars per month for the employee's use in the Flexible Benefits Plan offered by the Employer. To be eligible for this contribution, the employee must provide written documentation to the Employer of other group health insurance coverage.

**ARTICLE XVII**  
**HOLIDAYS**

17.1 Employees shall receive the following holidays:

New Year's Day	Labor Day	President's Day
<b>Indigenous Peoples' Day</b>	Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day	Fourth of July
Christmas Day	Martin Luther King, Jr. Day	

In addition to the above holidays, all employees with one year's service or more shall be entitled to one personal paid holiday each year. The personal paid holiday shall not be accumulated as vacation time. It shall be used in the year that it was earned and so identified on the time card and leave request.

The selection of that day shall be by mutual agreement between the employee and the Employer, provided that the employee works their last scheduled day of work prior to or following said holiday, unless the employee failed to report to work due to sickness or death in the immediate family.

17.2 Employees required to work on holidays shall be paid straight time rates for hours worked. In addition, the employee shall choose to be paid for the Holiday or to receive an additional scheduled day off. In all cases where an employee is required to work on a holiday and such hours worked are in excess of a scheduled shift and forty (40) hours per week, Article 10.1 shall apply.

17.3 In the event that a holiday falls on a Sunday, the following Monday shall be a paid holiday.

17.4 Employee shall be required to work their last regularly scheduled workday prior to the holiday and their next regularly scheduled working day after the holiday to qualify for holiday pay, unless the employee is absence due to illness, accident or is on vacation.

17.5 Part-time employees working any of the above holidays shall be paid at one and one-half (1½) times their regular rate of pay.

**ARTICLE XVIII**  
**PART-TIME EMPLOYEES**

Part-time employees shall not be eligible for benefits provided in Articles XVI (Health & Life Insurance); XVII (Holidays) with the exception of 17.5.

**ARTICLE XIX**  
**PAID TIME OFF (PTO)**

19.1 Paid Time Off (PTO) is provided to allow an employee time away from work. PTO may be used for Vacation, Sick Leave, personal time off, or for other reasons that the employee may desire.

19.2 The Employer will adhere to the City PTO policy when applicable.

19.3 Every employee will accrue PTO from their start date and shall be allowed to use such accrued PTO after completion of the Probationary Period as defined in Article XIII, 13.1.

19.4 Employees must receive prior approval to take paid time off (PTO) except in cases where it would be unreasonable; such as illness, emergency, etc. The Employer shall reply to the employees as soon as possible when a PTO request has been submitted, usually within 10 days. Refer to Personnel Policy #16 – III (first three paragraphs).

Part-time employees, who desire an entire week off, shall be required to use thirty (30) hours during the months of May – October and twenty (20) hours during the months of November – April.

In granting approval on requests, management will need to consider work flow and the number of other employees who will be away from work during the requested time. Management will make every effort to balance the needs of Rapids Spirits with requests of employees for paid time away from work.

19.5 Employees earn and accrue PTO in the following schedule:

<b>YEARS OF SERVICE</b>	<b>PTO ACCRUAL RATE</b>
0 - 2 Years	.0693 / 144 hrs max. per calendar year
3 - 7 Years	.0924 / 192
8 - 11 Years	.1154 / 240
12 + Years	.1385 / 288

For the purpose of this Article, employee's will continue to accrue PTO if absent from work due to a work related injury covered by Workers Compensation.

Employees using earned PTO shall be considered to be working for the purpose of accumulating additional PTO.

#### 19.6 CARRY OVER AND CASH OUT

As of December 1<sup>st</sup>, any employee with PTO that will exceed the one hundred sixty (160) hour maximum carryover may request to be paid out, with the understanding that the end balance as of December 31<sup>st</sup> shall not exceed one hundred sixty (160) hours. Employees may carry over a maximum of one hundred sixty (160) hours of PTO at calendar year end. Any PTO in excess of one hundred sixty (160) hours will be paid out in cash at year end. An employee must request to use any PTO prior to December 15<sup>th</sup> to avoid being paid out.

19.7 Upon request of a full-time employee who is absent from work as a result of a compensable injury covered under the provisions of the Workers Compensation Act, the Employer will pay the difference between the benefit received by the employee pursuant to the Workers Compensation Act and the employee's normal daily wages to the extent of the employee's earned PTO.

Such payment shall be made by the Employer to the employee only for the period of disability or until the employee's earned PTO is exhausted. The deduction for an employee's earned PTO shall be a pro-rated amount based on the Workers Compensation benefit and the employee's normal daily wages.

19.8 Notification: Employees unable to report for their workday because of illness or injury shall notify their supervisor or designee prior to their scheduled starting time, except in the event of an emergency, which prevents an employee from notifying their supervisor. Employees failing to give such notice may be subject to discipline.

19.9 The Employer may require an employee to provide written medical verification for absences of three (3) consecutive days or more.

19.10 Employees who are ill or injured for a period of time which exceeds their accumulated PTO may request and receive an unpaid leave, not to exceed one (1) year.

19.11 Upon separation of employment for whatever reason, an employee will be paid for all accrued and unused PTO at the employee's final rate of pay.

#### **ARTICLE XX** **SEPARATION**

20.1 Two (2) weeks' notice of the employee's desire to terminate employment shall be given the city Council by an employee. If an employee fails to do so, he shall forfeit all benefits covered by the provisions of this Agreement.

#### **ARTICLE XXI** **JURY DUTY**

Employees called for jury duty shall suffer no loss in their normal wages; however, all employees claiming jury duty pay shall sign over all jury duty fees, excluding mileage and expenses to the City.



**ARTICLE XXII**  
**WAIVER**

**22.1** This Agreement shall represent the complete Agreement between the Union and the Employer.

**22.2** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and Agreements arrived at by the parties under the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XXIII**  
**DEFERRED COMPENSATION**

All eligible full-time employees may voluntarily participate in and elect to contribute a portion of their earnings to a City Council approved deferred compensation plan, if available, and offered by the Employer. In order to participate in a deferred compensation plan offered and approved by the Employer, an employee must affirmatively elect, in writing, to authorize the Employer to deduct from the employee's paycheck a portion of the employee's gross earnings and direct the same to an Employer offered and approved deferred compensation plan.

**ARTICLE XXIV**  
**ACTIVE BALLOT CLUB CHECKOFF**

The Employer agrees to deduct amounts designated by employees for the UFCW Active Ballot Club (ABC) when the Employer has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The employer agrees to remit the ABC contributions to Local #1189 in the same manner as the Union Dues.

**ARTICLE XXV**  
**NEW EMPLOYEE ORIENTATION**

**A union representative will be allowed to have a twenty (20) minute session with newly hired employees immediately following any new hire orientation; when this is not possible or there is an employee that has not yet met with a union representative, the union representative will be allowed to schedule a visit when the new hire or current employee is on the schedule. All time spent meeting with new employees will be unpaid.**

**ARTICLE XXVI**  
**DURATION**

This Agreement shall be effective as of January 1<sup>st</sup>, 2020, and shall remain in full force and effect through the 31<sup>st</sup> day of December, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14<sup>th</sup> day of January, 2020.

For the City Of Park Rapids

For United Food And Commercial  
Workers Union, Local #1189

Name: 

Name: 

Title: Mayor Ryan Leckner

Title: Union Rep

Date: 01-14-2020

Date: 1-6-2020

**APPENDIX "A"**

	<b>Current</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
<b>Start</b>	\$ 11.57	\$ 11.86	\$ 12.38	\$ 12.97
<b>6 Months</b>	\$ 12.23	\$ 12.54	\$ 13.07	\$ 13.68
<b>12 Months</b>	\$ 13.05	\$ 13.38	\$ 13.93	\$ 14.57
<b>18 Months</b>	\$ 13.63	\$ 13.97	\$ 14.54	\$ 15.20
<b>24 Months</b>	\$ 14.28	\$ 14.64	\$ 15.22	\$ 15.90
<b>30 Months</b>	\$ 14.59	\$ 14.95	\$ 15.55	\$ 16.24
<b>36 Months</b>	\$ 15.17	\$ 15.55	\$ 16.16	\$ 16.86
<b>48 Months</b>	\$ 15.81	\$ 16.21	\$ 16.83	\$ 17.56
<b>60 Months</b>	\$ 16.36	\$ 16.77	\$ 17.41	\$ 18.15
<b>10 Years</b>	\$ 17.40	\$ 17.84	\$ 18.50	\$ 19.28
<b>15 Years</b>	\$ 17.92	\$ 18.37	\$ 19.05	\$ 19.84
<b>Lead Clerk</b>	<b>Current</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>
<b>Start</b>	\$ 13.62	\$ 13.96	\$ 14.53	\$ 15.19
<b>6 Months</b>	\$ 14.28	\$ 14.64	\$ 15.22	\$ 15.90
<b>12 Months</b>	\$ 14.57	\$ 14.93	\$ 15.53	\$ 16.21
<b>18 Months</b>	\$ 15.16	\$ 15.54	\$ 16.15	\$ 16.85
<b>24 Months</b>	\$ 15.82	\$ 16.22	\$ 16.84	\$ 17.57
<b>30 Months</b>	\$ 16.34	\$ 16.75	\$ 17.39	\$ 18.13
<b>36 Months</b>	\$ 17.01	\$ 17.44	\$ 18.09	\$ 18.85
<b>48 Months</b>	\$ 17.74	\$ 18.18	\$ 18.86	\$ 19.64
<b>60 Months</b>	\$ 18.35	\$ 18.81	\$ 19.50	\$ 20.30
<b>10 Years</b>	\$ 19.39	\$ 19.87	\$ 20.59	\$ 21.43
<b>15 Years</b>	\$ 19.91	\$ 20.41	\$ 21.14	\$ 21.99