

CITY OF REMER

Contract

Effective
07/01/2021 – 07/01/2024



United Food and Commercial Workers Union Local 1189

2002 London Rd Ste 211

Duluth MN 55812

Phone: 218-728-5174 or 800-942-3546

Fax: 218-724-5178

Website: www.ufcw1189.org

Health Insurance re-opener:
120 Days Prior to January 1, 2024

Other important phone numbers:

Health care/dental (Wilson McShane): 1-800-570-1012

Employee assistance program (T.E.A.M., Inc.): 1-800-634-7710

AGREEMENT

BY AND BETWEEN

CITY OF REMER, MINNESOTA

AND

UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL NO. 1189

EFFECTIVE

JULY 1st, 2021 through July 1st, 2024

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This Agreement is entered into and is effective **as of the** first day of July, 2021, between the City of Remer, Minnesota, hereinafter referred to as the Employer, and the United Food & Commercial Workers Union, Local No. 1189, chartered by the United Food & Commercial Workers International Union, hereinafter referred to as the Union.

UNION MANAGEMENT RELATIONSHIP

It is the intent and purpose of this Agreement that a declaration of working conditions as contained herein will promote and insure a spirit of confidence and cooperation between the management of the Employer and the employees of the City of Remer, Minnesota.

It is further the purpose of this Agreement to set forth the policies and establish uniform and equitable rates of pay and hours of work, vacations, sick leave, holiday conditions and pay, and other matters affecting the compensation of said employees, and to provide a method of redress of grievances.

This Agreement from and after the first of January 1982 shall govern the wage payments, working conditions, sick leave, health and welfare, vacations and other matters affecting the compensation of persons employed by the City of Remer, Minnesota.

ARTICLE 1 RECOGNITION, REPRESENTATION, JURISDICTION AND UNION SECURITY

- 1.1 **The Employer recognizes that the aforesaid Union is the representative for collective bargaining purposes of all employees of the City of Remer, who are public employees within the meaning of Minnesota Statutes Section 179A.03, Subdivision 14, excluding confidential, essential and supervisory employees. There shall be no discrimination, restraint, or coercion by the Employer or any of its agents against any employee because of Union membership. The City Clerk will notify the Union of any employees or of any discharges of employment terminations for whatever reason. This person shall present to each new employee of the City of Remer, application forms with information and instructions to provide said new employees with opportunity to join the Union. This person shall collect such dues as are paid to the Union by its members and shall make all necessary reports to the Union.**
- 1.2 **The City of Remer or the management of same shall not be held responsible for the payment of any employee's dues or assessments to the Union, or for the employee abiding by the constitution and bylaws of the Union. The Employer shall not advise, coerce, or otherwise influence any employee regarding Union membership.**
- 1.3 **All business by or between the employees and the Union shall be conducted at all times without the City of Remer and its management being involved, except as stated in the foregone or in the following articles and paragraphs.**
- 1.4 **The Employer will deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from wages of all employees authorizing in writing such deduction.**

If determined to be in accordance with applicable law, the Union may collect a fair share fee from bargaining unit employees who choose not to become

members of the Union, provided that the collection of such fees shall be accomplished in accordance with the applicable provisions of Minnesota Statutes Section 179A.06, Subdivision 3, as amended.

ARTICLE 2
MANAGEMENT RIGHTS

- 2.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including but not limited to the rights to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off and recall employees to work, to set the standards of productivity, the products to be produced and/or the services to be rendered, to determine the amount of compensation for employees, to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to establish reasonable work schedules, set the starting and quitting times, and establish the number of hours and shifts to be worked; to establish work rules and regulations; to authorize overtime; to use independent contractors to perform work or services, to subcontract, or to contract out, except that if the use of independent contractors, subcontracting or contracting out causes a reduction of bargaining unit positions or hours, the Employer shall negotiate with the Union regarding the effects of subcontracting or contracting out; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved services, methods, materials, machinery and equipment; to determine the number, location and operation of departments of the Employer; to issue, amend, and revise reasonable policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer.

ARTICLE 3
SENIORITY

- 3.1 Seniority shall be defined as the length of continuous service with the Employer since the employee's most recent date of hire within each classification. Seniority shall be by classification within a department. An employee shall lose seniority for the following reasons only:
- a) the employee resigns;
 - b) the employee is discharged for cause;
 - c) the employee fails to return to work at the time recalled from layoff; and
 - d) the employee fails to return to work upon expiration of an approved leave of absence.

It is agreed by the Employer and the union that the Employer shall and does hereby recognize seniority rights and that the employees shall be promoted, demoted, laid off and returned to service according to their length of service, provided, however, that such employee qualifies and provided further that all original appointments shall

be probationary and subject to a probationary period of six (6) months. At any time during the probationary period an employee may be transferred or dismissed if **their** performance does not meet the required standards, or if a promoted employee wishes to return to **their** previous classification **they** should be allowed to do so. If after forty-five (45) days of employment an employee is transferred or dismissed because of unsatisfactory performance and a disagreement arises between the employee and/or the Union and Employer as to the employee's performance, the matter will be subject to the Grievance Procedure provided in Article 10 of this Agreement. During the first forty-five (45) days of employment, the employee's seniority will revert back to the first day of employment. Employees fired or discharged at any time shall be paid as soon as it is practical to do so **but not later than specified in Minnesota Statutes Section 181.14, as amended.** All job openings will be posted for a period of five (5) days before outside help is hired. All positions shall be filled from within the bargaining unit before outside help is hired. Where qualifications are equal, seniority shall govern.

ARTICLE 4 HOURS OF EMPLOYMENT

- 4.1 All **full-time** employees covered by this Agreement shall be available for forty (40) hours per week. The Employer agrees to employ all full-time employees as near as possible and practical for forty (40) hours per week. The **usual and customary** forty (40) hour week shall consist of the number of days, not more than six (6), and the number of hours per day, not more than eight (8), **and there shall be no split shifts except** as agreed mutually by and between the Employer and the employee. The Employer agrees in scheduling the forty (40) hour week that insofar as possible and practical, the days off shall be to the best advantage of the employee **with consideration given to the work needs of the City** and subject to their mutual agreement. **All work schedules shall be approved by the Employer and posted by Friday of the preceding week.**
- 4.2 All hours worked in excess of forty (40) hours per week or eight (8) hours in one day shall be compensated for at one and one-half (1½) times the employee's regular straight-time hourly rate. Employees shall have the option of receiving compensatory time off at the rate of one and one-half (1½) times, in lieu of overtime pay. Unused compensatory time shall be paid to the employee on the last check in December of **each calendar year.** There shall be no pyramiding or duplicating of daily or weekly overtime on premium pay.
- 4.3 Part-time employees shall be hired or be paid for a minimum of four (4) hours per call **or schedule**, or as agreed otherwise by and between the **Employer and employee** involved.
- 4.4 Full-time employee is defined as an employee normally scheduled to work forty (40) hours each week averaged over a four (4) week period **as described in paragraph 4.1 above.** The Municipal shall employ a minimum of two (2) full-time bartenders.
- 4.5 Part-time employee is defined as an employee normally scheduled to work less than forty (40) hours each week averaged over a four (4) week period **as described in 4.1 above. A Part-Time Bartender shall not be scheduled more than a Full-Time Bartender unless there is a special circumstance such as covering for vacation or leave of absence.**

- 4.6 All breaks and /or lunch periods shall be scheduled according to normal agreements.
- 4.7 Available bargaining unit employees shall be offered scheduled shifts before casual employees and volunteers, so long as bargaining unit employees can work the shift at straight time and not exceed part-time hours for the pay period. When necessary to fill the shift with overtime, seniority shall apply.
- 4.8 USE OF VOLUNTEERS: The Liquor Store: Volunteers may be scheduled to work as bartenders at the Liquor Store on the following days: Firemen's Day; Harvest Festival; an annual Customer Appreciation Day; Opening Weekend of Fishing; and Opening Deer Hunting Weekend provided bargaining unit employees must first be offered available shifts if they can work the shifts at straight time.

ARTICLE 5
HOLIDAYS

- 5.1 The following legal holidays will be observed as paid holidays when and if they fall on a regular working day and are scheduled as a regular work day and are scheduled as a regular work day during other weeks. These dates are subject to revision of state and federal laws:

NEW YEAR'S DAY	JANUARY 1 ST
MARTIN LUTHER KING, JR. DAY	3 RD MONDAY IN JANUARY
PRESIDENTS' DAY	3 RD MONDAY IN FEBRUARY
MEMORIAL DAY	LAST MONDAY OF MAY
JUNETEENTH	JUNE 19TH
INDEPENDENCE DAY	JULY 4 TH
LABOR DAY	1 ST MONDAY IN SEPTEMBER
COLUMBUS DAY	2 ND MONDAY IN OCTOBER
VETERANS' DAY	NOVEMBER 11 TH
THANKSGIVING DAY	4 TH THURSDAY IN NOVEMBER
CHRISTMAS EVE DAY	DECEMBER 24 TH
CHRISTMAS DAY	HOURS WHEN STORE IS CLOSED
GOOD FRIDAY	DECEMBER 25 TH
	FRIDAY BEFORE EASTER SUNDAY

- 5.2 All employees regularly scheduled to work on any of the above days are to be paid as if they actually worked their regular shift even if the Liquor Store is closed. All employees required to be on duty on any of the above days shall be paid straight-time for the hours worked in addition to prescheduled pay for the holiday.
- 5.3 Only full-time employees, as defined in subparagraph 3.4, shall be eligible for the paid holidays above. If a part-time employee should be required to work on one of the above holidays, they shall be paid double (2x) their normal hourly rate for all hours worked on that holiday.
- 5.4 PERSONAL HOLIDAY: All employees who are scheduled to work an average of twenty-four (24) hours or more per week and have completed their probation shall be entitled to one (1) personal holiday per year. Employees shall not be able to carry over the personal holiday.

ARTICLE 6
VACATION LEAVE

- 6.1 A. ALLOWANCE: A new employee shall earn one (1) calendar week paid vacation after completing one (1) year of employment. Each permanent employee starting **their** second (2nd) year shall earn vacation leave at the rate of two (2) calendar weeks per year. An employee beginning **their** sixth (6th) year of employment shall earn three (3) calendar weeks per year. An employee, after sixteen (16) years of employment, shall receive **An employee, after working twenty-five years, will receive five (5) weeks of vacation.**
- B. DATE: Vacation leave may be used after earned (or allowed to accrue) provided that the management shall approve the time at which the vacation leave may be taken.
- C. ACCRUAL: Employees may allow vacation leave to accrue **after the end of any calendar year** to a maximum of three (3) calendar weeks (120 hours). **Any other accrued vacation time shall be paid at the end of each calendar year into the Healthcare Savings Plan established pursuant to Paragraph 7.1 F herein.**
- D. TERMINATION LEAVE: Any employee leaving employment in good standing after giving proper notice of such termination of employment, shall be compensated for vacation leave accrued and unused to the date of separation.
- E. VACATION WAIVER: As vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for purpose of receiving double pay, except by special permission of the City Council in consideration of extenuating circumstances.
- F. ACCRUAL DURING LEAVE: Employees using earned vacation leave shall be considered to be working for the purpose of accumulating additional leave.
- G. QUALIFICATIONS OF VACATION LEAVE: An employee, to qualify for vacation leave, must have been employed as a full-time employee (as defined in subparagraph 3.4) for a minimum of six (6) months. After completing six (6) months as a full-time employee, vacation leave shall accumulate back to **their** beginning date of full-time employment.

Part-time employees with five (5) years of service shall receive one (1) week of prorated vacation. Part-time employees with ten (10) years of service shall receive two (2) weeks of prorated vacation.

- H. BASIS FOR DETERMINING TIME OF EMPLOYMENT FOR PURPOSE OF ACCUMULATING VACATION LEAVE: To determine the amount of vacation a full-time employee has earned, the following schedule shall be used. All overtime hours shall be excluded in determining vacation leave:

40 Hours Equals One Week
1040 Hours Equals Six Months, Equals One-Half Year
2080 Hours Equals One Year

ARTICLE 7
SICK LEAVE

- 7.1 A. (1) FULL-TIME ELIGIBILITY: Sick leave with pay shall be granted to all probationary and permanent full-time employees (as defined in subparagraph 3.4) at the rate of one (1) working day for each calendar month of service, subject to the accrual regulations to follow. Said sick leave with pay shall apply on days which are regularly scheduled days of work for the employees involved. An employee to qualify for sick leave must have been employed as a full-time employee for a minimum of six (6) months. After six (6) months of employment, sick leave accumulates from the date of full-time employment.
- (2) PART-TIME ELIGIBILITY: Sick leave with pay shall be granted to all permanent part-time employees who are scheduled to work an average of twenty-four (24) hours, but less than forty (40) hours per week at the rate of one-half (½) working day for each calendar quarter of service, subject to the accrual regulations to follow. Said sick leave with pay shall apply on days which are regularly scheduled days of work for the employees involved. An employee to qualify for sick leave must have been employed as a part-time employee for a minimum of six (6) months.
- B. REASONS FOR LEAVE: Sick leave shall be granted only for absence from duty because of personal illness, legal quarantine or death or serious illness in the immediate family. If the Council requests, it will be necessary to have the attending physician certify that the employee's attendance and assistance to the members of the family who are ill is required. Specifically, three (3) days will be allowed for each serious illness of the immediate family if attended by a physician.
- C. ACCRUAL OF SICK LEAVE: Sick leave may be accumulated to a total of not more than one hundred twenty (120) working days. Workers' Compensation Benefits received by an employee shall be credited against the compensation due an employee during sick leave with a corresponding credit to earned sick leave computed to the nearest multiple of one-half (½) day.
- D. PROOF OF NEED: In order to be eligible for sick leave with pay, an employee must:
- 1) Report promptly to **their** supervisors in management the reason for **their** absence.
 - 2) Keep **their** management superior informed of **their** condition if absent for more than two (2) days.
 - 3) Submit a qualified certificate for any absence if required by the management.
- E. PENALTY: Claiming sick leave when physically fit, except as permitted in this and previous sections, will be cause for disciplinary action, including suspension, demotion or dismissal. The sworn statement with witness of any individual who is known as a reputable person by the several members of the City Council shall constitute cause for investigation and consideration by said Council. If the Council of the City of Remer should determine that an

employee actually did falsely claim sickness and fraudulently receive sick leave pay, they shall take such actions as are deemed appropriate.

- F. TERMINAL SICK LEAVE: Employees shall receive **fifty percent (50 %)** of their accrued sick leave benefit **deposited into a Health Care Savings Plan** upon termination of employment.
- G. ACCRUAL DURING SICK LEAVE: Employees using earned sick leave shall be considered to be working for purposes of accumulating additional sick leave.
- H. The same basis for determining time of employment applied for sick leave as for vacation leave.

ARTICLE 8 HEALTH AND WELFARE

- 8.1 All employers who are or become signatory or bound by this Agreement agree to be bound by the Agreement and Declaration of Trust as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food Health and Welfare Fund, copies of which have been furnished on request to employers bound hereby. It is agreed the provisions of said Agreement and Declaration of Trust and any rules, regulation or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All employers bound hereby irrevocably designate the employer trustees of said Fund, and their successors as their representatives for the purposes set forth in said Agreement and Declaration of Trust.
- 8.2 **Effective January 1, 2022, the Employer shall pay seven hundred and thirty dollars (\$730.00) per month, per eligible employee based on previous month's hours. Effective January 1, 2023, the Employer shall pay up to seven hundred and seventy dollars (\$770.00) per month, or the ARGA rate, whichever is less, per eligible employee based on previous month's hours. Effective one hundred and twenty (120) days prior to January 1, 2024, there shall be a health insurance re-opener. The Employer will remit the entire amount of the premium to the Northern Minnesota-Wisconsin Area Retail Clerk's Health and Welfare Fund.**
- 8.3 The Employer agrees to pay the Health Fund the single coverage rate for each eligible employee (**refer to 8.8**) as established by the Fund.

Any employee who likewise desires health insurance coverage for dependents may obtain the same by paying to the City of Remer in advance each month the necessary required premiums to obtain such coverage after having the premium for dependent coverage deducted from the employee's wages by signing a proper authorization card, therefore which will be furnished to the employee by the City of Remer at the employee's request. In addition to 8.2A, the City of Remer will also contribute the amount following per month toward dependent coverage as may be selected by the employee under this paragraph. (One hundred and sixty-five dollars (\$165.00) per month.)

- 8.4 The Employer agrees to make such payments for employees on the payroll on the first day of any month in accordance with the following rules: (1) New employees

hired shall have payment made on their behalf by the Employer commencing on the first day of the month following their date of employment. (2) Payment to the Fund on behalf of the employees who are terminated due to discharged or voluntary termination of employment shall not be required commencing with the first of the month following the date of their termination. (3) Employees returning to work or reinstated following an absence from work where their seniority has not been interrupted shall have payments made on their behalf on the first of the month following their return to work.

8.5 In the event of absence of an employee from work because of injury, illness or sickness, the Employer shall continue to make the required contributions for a period of three (3) months from the date on which the employee leaves active employment due to injury, illness or sickness. In the event of leave of absence for military leave or in the event of employees who are laid off or are off because of illness, sickness or injury beyond the said three (3) month period, they shall be permitted to continue coverage as a member of the group by paying in advance the regular monthly premium as paid by their employers after the respective date that contributions by the employer cease pursuant to the provisions hereof, provided that such coverage may be continued only to the maximum period allowed under the rules established by the Trustees.

8.6 Contributions to the Trust Fund shall be due and payable fifteen (15) days following the end of the preceding month for all employees for whom contributions are required. The failure of an Employer to pay all amounts due within thirty (30) days following the due date, whether willful or otherwise, shall subject the delinquent Employer to a payment of liquidated damages in such amount as adopted by the Trustees. Payments and liquidated damages unpaid by the first day of the following month shall be subject to an interest charge on the payments and liquidated damages equal to the prime rate of the bank with which the Fund does its business.

If legal action is taken to recover the amount due the Fund, the delinquent employer shall also be required to pay all court costs, including reasonable attorney's fees. In addition the other provisions, as herein set forth, any employer who is delinquent in **their** payments to the Fund shall make such employer primarily liable and responsible to its employees, beneficiaries, or employees' estates for any claim for benefits accruing to such employees, beneficiaries or employees' estates, which would otherwise be due from the Fund. The payment of any and all claims shall not operate to relieve such employer from **their** liability to make the payments due the Fund, including the liquidated damage payment.

Any employer who on more than one occasion during any one year becomes delinquent in its payment to the Fund shall be required to post a bond with the Trustees in an amount equivalent to the total contributions which it was obligated to make during the preceding calendar year.

Non-payment by an employer of any contribution or other moneys owed to the Fund shall not relieve any other employer from **their** or its obligation to make required payments to the Fund.

8.7 In no event shall the provisions relating to Health and Welfare set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.

The above paragraphs shall not be applicable when in the judgment of the Trustees the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare Fund as directed by action of the Board of Trustees of the Fund.

- 8.8 If the Employer fails to make prompt and timely payments of monthly contributions required by this Article, and such delinquency results in an employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the plans provided by the Trustees, then in such event the Employer shall be fully and personally responsible to (and hereby agreed to pay) such employee or beneficiary or dependent for all such losses of benefits.
- 8.9 The foregoing Article 8, subparagraphs 8.1 through 8.7, applies only to full-time employees as defined in sub-paragraph 3.4.
- 8.10 **The Employer shall provide each full-time employee enrolled in PERA the sum of \$16.00 per month toward the premium of the existing life insurance policy obtained by the City through the State of Minnesota.**

ARTICLE 9
RATES OF PAY AND CLASSIFICATIONS

9.1 Minimum wage rates per hour:

Effective July 1, 2021:

	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>	<u>2 Years</u>
Bartenders	\$ 14.15	\$ 14.70	\$ 14.89	\$ 15.09	\$ 15.25	\$ 15.42
City Maintenance	\$ 14.99	\$ 15.50	\$ 15.70	\$ 15.89	\$ 16.03	\$ 16.21

Effective July 1, 2022:

	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>	<u>2 Years</u>
Bartenders	\$ 14.58	\$ 15.14	\$ 15.34	\$ 15.54	\$ 15.71	\$ 15.88
City Maintenance	\$ 15.44	\$ 15.97	\$ 16.17	\$ 16.37	\$ 16.51	\$ 16.70

Effective July 1, 2023:

	<u>Start</u>	<u>3 Months</u>	<u>6 Months</u>	<u>1 Year</u>	<u>18 Months</u>	<u>2 Years</u>
Bartenders	\$ 15.01	\$ 15.59	\$ 15.80	\$ 16.01	\$ 16.18	\$ 16.36
City Maintenance	\$ 15.90	\$ 16.45	\$ 16.65	\$ 16.86	\$ 17.00	\$ 17.20

- 9.2 Any Bartender on the payroll as of July 1, 2021, who is or becomes a Full-time employee shall receive Sixteen Dollars and Seventy-Six Cents (\$16.76) per hour. **The Lead Bartender shall receive Nineteen Dollars and Sixty-One Cents (\$19.61) per hour.**
Any Bartender on the payroll as of July 1, 2022, who is or becomes a Full-time employee shall receive **Seventeen Dollars and Twenty-Six Cents (\$17.26)** per hour.

The Lead Bartender shall receive Twenty Dollars and Twenty Cents (\$20.20) per hour.

Any Bartender on the payroll as of July 1, 2023, who is or becomes a Full-time employee shall receive **Seventeen Dollars and Seventy-Eight Cents (\$17.78)** per hour. **The Lead Bartender shall receive Twenty Dollars and Eighty cents (\$20.80) per hour.**

- 9.3 Any City Maintenance employee on the payroll as of July 1, 2021, who is or becomes a Full-time employee shall receive **Seventeen Dollars Thirty cents (\$17.30)** per hour.

Any City Maintenance employee on the payroll as of July 1, 2022, who is, or becomes a Full-time employee shall receive **Seventeen Dollars and Eighty-Two cents (\$17.82)** per hour.

Any City Maintenance employee on the payroll as of July 1, 2023, who is or becomes a Full-time employee shall receive **Eighteen Dollars and Thirty-Six cents (\$18.36)** per hour.

- 9.4 **Any Ambulance Service EMT employee on the payroll as of July 1, 2021 who was hired prior to 11/14/2016 shall receive Sixteen Dollars and Two cents (\$16.02) per hour. Any Ambulance Service EMT employee on the payroll as of July 1, 2021 who was hired after 11/14/2016 shall receive Fifteen Dollars and Seventy-Six cents (\$15.76) per hour.**

Any Ambulance Service EMT employee on the payroll as of July 1, 2022 who was hired prior to 11/14/2016 shall receive Sixteen Dollars and Fifty cents (\$16.50) per hour. Any Ambulance Service EMT employee on the payroll as of July 1, 2022 who was hired after 11/14/2016 shall receive Sixteen Dollars and Twenty-Three cents (\$16.23) per hour.

Any Ambulance Service EMT employee on the payroll as of July 1, 2023 who was hired prior to 11/14/2016 shall receive Sixteen Dollars and Ninety-Nine cents (\$16.99) per hour. Any Ambulance Service EMT employee on the payroll as of July 1, 2023 who was hired after 11/14/2016 shall receive Sixteen Dollars and Seventy-Two cents (\$16.72) per hour.

- 9.5 **Any Liquor Store Cashier Stocker on the payroll as of July 1, 2021, shall receive Eleven Dollars and Thirty-Three Cents (\$11.33) per hour.**

Any Liquor Store Cashier Stocker on the payroll as of July 1, 2022, shall receive Eleven Dollars and Sixty-Seven Cents (\$11.67) per hour.

Any Liquor Store Cashier Stocker on the payroll as of July 1, 2023, shall receive Twelve Dollars and Two Cents (\$12.02) per hour.

- 9.6 The Employer shall establish **one** lead bartender. Lead bartender shall be paid in accordance with 9.2 above. **Should the lead bartender not be scheduled for seven (7) or more consecutive days there shall be an interim lead bartender and they shall receive one dollar thirty-five (\$1.35) per hour premium pay.**

- 9.7 In the absence of the Maintenance Supervisor **for seven (7) or more consecutive days**, a designated Maintenance employee shall receive one dollar thirty-five cents (\$1.35) per hour premium pay.

- 9.8 The Employer shall establish one ambulance lead. The ambulance lead shall receive one dollar thirty-five (\$1.35) per hour premium pay.
- 9.9 LONGEVITY PAY Effective July 1, 2012 All employees with ten (10) years of service shall receive an additional ten cents (\$.10) per hour longevity pay.

All employees with fifteen (15) years of service shall receive an additional twenty cents (\$.20) per hour longevity pay.

ARTICLE 10 GRIEVANCES

- 10.1 A grievance shall be defined as a dispute between the Union and the Employer concerning the application or interpretation of a specific provision of the contract.
- 10.2 Grievances shall be processed in accordance with the following schedule:
- Step 1 Informal: When an employee feels that the contract is not being correctly followed by the Employer, their first step is to discuss the matter informally with their supervisor stating the problem and the proposed remedy. An employee may include the Union steward at this step.
- Step 2 Formal: If no satisfactory resolution can be reached at Step 1, the Union may file in writing a formal written grievance with the Employer. The grievance shall set forth the issue, the section or sections of the contract which are claimed to be violated and a proposed remedy. Such grievance must be filed within ten (10) working days of the occurrence which gave rise to the grievance. The Employer shall within ten (10) working days of receipt of the written grievance respond to the grievance or request that a meeting be held with the Union. The Employer shall have five (5) working days to respond to the grievance following the close of the requested meeting.
- Step 3 If the Union feels that the grievance is not satisfactorily resolved at Step 2 it may appeal the Step 2 response to the Employer. Such appeal must be made in writing no more than ten (10) working days after the Step 2 response. The Employer shall hear the grievance at the next regularly scheduled Council meeting and shall respond to the grievance within five (5) working days.
- Step 4: Mediation: By mutual agreement, the parties may petition for a non-binding mediation of the grievance. This may be done at any time after the Step 2 response up until the day of arbitration.
- Step 5 Arbitration: If the grievance is not settled in accordance with the foregoing procedure, the employee and Union may refer the grievance to arbitration within ten (10) working days after the Union's receipt of the Employer's written answer in Step 3. The selection of the arbitrator shall be made from a list of five (5) nonstaff and independent neutrals obtained from the Bureau of Mediation Services. If the parties are unable to agree on an arbitrator they shall alternately strike arbitrators from the list until one name remains. The party responsible for the first strike shall be determined by flipping a coin. The

arbitrator shall hear the grievances at a scheduled meeting subject to the availability of the Employer and the union representatives. The arbitrator shall notify the Union representative, and the employer of their decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. 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 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. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions 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(s) 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 decision shall be binding on both the Employer and the Union, and shall be based solely upon the express terms of this Agreement and on the facts of the grievance presented.

10.3 The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently waived and the grievance shall not be submitted to arbitration. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievance will be reasonably resolved in the Employees' favor without setting precedent. The time limit on each step may be extended by mutual written agreement of the Employer and Union representatives involved in each step. Working days shall be defined as Monday through Friday, excluding legal holidays.

10.4 The grievance procedure contained in this Agreement is the sole and exclusive means of resolving all grievances arising under this Agreement.

ARTICLE 11 DISCIPLINE

11.1 Employees covered by this Agreement intending to discontinue their course of employment shall give the Employer one (1) week's notice. The Employer may immediately discharge any employee for just cause.

11.2 Just Cause. The Employer will discipline employees for just cause only. In most cases discipline will be progressive; however, discipline at a higher level may be imposed. Discipline will be in one or more of the following forms:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension without pay;
- d. Demotion/ Last chance agreement
- e. Discharge.

- 11.3 No discipline shall be used for progressive discipline purposes after approximately twelve (12) months following the date of the infraction that was the subject of an oral discipline. No discipline shall be used for progressive discipline purposes after approximately twenty-four (24) months following the date of the infraction that was the subject of a written discipline. No discipline shall be used for progressive discipline purposes after approximately thirty-six (36) months following the date of the infraction that was the subject of a suspension, demotion, last chance agreement or discharge.
- 11.4 **Acknowledgment.** All documentation of discipline is to become a part of an employee's personnel file and shall be read and acknowledged by signature of the employee. By signing the discipline, the employee is only acknowledging that they received a copy of the discipline.
The affected employee retains the right to enter a written comment on the disciplinary document. A copy of the disciplinary action will be given to the employee with a copy sent to the Union.
- 11.5 **Examination of Personnel File.** Employees may examine their own individual personnel files at reasonable times, under the direct supervision of the Employer or its designee.
- 11.6 **Representation.** An employee shall have the right to request Union representation at any questioning which may result in discipline. When an employee is to be disciplined the employee shall be talked to in private with the Union representative of their choice if available.

ARTICLE 12
LEAVE OF ABSENCE

- 12.1 Upon request of an employee, leave of absence without pay may be granted by the City Council taking into consideration good conduct, length of service and efficiency of the employee and the general good of the municipal service. Such leave of absence shall not exceed a period of ninety (90) calendar days, provided that the same may be extended beyond such period if the leave of absence is for continued disability or other good and sufficient reasons. No vacation or sick leave benefits shall accrue during a leave of absence without pay.
- A. An employee on a personal leave of absence must use earned vacation before a leave of absence without pay is approved. An employee on a medical leave of absence must use earned sick leave and vacation leave before a leave of absence without pay is approved. (Vacation and sick leave benefits shall accrue during a leave of absence with pay.)
- B. An employee returning from a leave of absence must notify the Employer two (2) calendar days prior to returning to work to be eligible for hours.

C. **FUNERAL LEAVE**

Three (3) days will be allowed for death of one of the immediate family.

For clarification of this Agreement, Immediate Family shall mean the employee's father, mother, spouse, mother-in-law, father-in-law, children, step-children,

brothers, sisters, (including step) or any blood relative who resides in the same household as the employee.

It shall be here noted that an employee may use accumulated vacation or may take leave without pay, at **their** option, to attend funerals of a claimed close friend and does not need permission of the management to do so, but must give as much notice of intent as reasonably possible.

ARTICLE 13 DISCRIMINATION

- 13.1 No employee shall be discriminated against and no employee shall be discharged for giving out information concerning alleged violations of this Agreement.
- 13.2 **Whenever any words are used in this Agreement in the masculine or feminine gender, they shall also be construed to include all genders in all situations where they would so apply. Whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply; and wherever any words are used in the plural, they shall also be construed to include the singular in all situations where they would so apply.**

ARTICLE 14 UNION REPRESENTATIVE

- 14.1 Union Representatives shall be privileged to visit any of the establishments covered under the Contract at all reasonable hours for the transaction of official business. Such activities shall be conducted in such a manner as not to substantially interfere with the **employee's work activities and the operation of City business.**

ARTICLE 15 EMPLOYEE RESPONSIBILITY

- 15.1 Each employee shall accept directions from the management and perform all duties so directed in a cooperative spirit, providing such directions or orders do not serve to reduce the normal pay scale of said employee. Refusal or strenuous objection to the performance of any reasonable task or duties by any employee shall constitute cause and reason for disciplinary action by the **Employer.**

ARTICLE 16 BREAKAGE OF PROPERTIES

- 16.1 No employee shall be charged for any loss through unintentional breakage and damage **except in cases of uncalled recklessness except in cases of uncalled recklessness or misconduct.**

ARTICLE 17 PAY DAYS

- 17.1 Paydays shall be once each two (2) week period and shall occur within five (5) working days after the end of each said pay week.

ARTICLE 18
UNION BUSINESS

- 18.1 The Employer, **upon the Union's request with consideration given to the work needs of the City**, agrees to grant the necessary time off without pay to any employees designated by the Union to attend a Labor Convention. One (1) week's notice shall be given to the Employer. No less than one (1) person, nor more than one-fifth (1/5) of the total full-time employees shall be granted this time off. The one-fifth (1/5) factor shall apply only as guideline in case more than one employee is designated by the Union.

ARTICLE 19
CITY AND STATE REGULATIONS

- 19.1 No employee covered by this Agreement shall serve intoxicating liquors after the legal hours prescribed by state and City regulations. No employee shall be under the influence of intoxicating liquors, drugs, or other mental or physical distorting materials while on duty. No employee shall consume any intoxicant while on duty except that tobacco shall not be so classified and may be used. Employees violating this part of the Agreement shall be subject to disciplinary action by the management.

ARTICLE 20
SEPARABILITY

- 20.1 In the event that any of the provisions contained herein (or parts thereof) are found to be illegal, only that portion or part which is illegal will be voided, **and both parties shall meet promptly for the purpose of renegotiating in good faith the provisions so voided**, and all other conditions and parts shall remain in full force and effect.

ARTICLE 21
ILLNESS OR ACCIDENT

- 21.1 An employee off because of illness shall be given **their** job back without loss of seniority rights when well enough to report for work, provided **they** reports for work within a period of one (1) year from the beginning date of such illness, and provided **the employee** has not accepted other work from another employer in the interim. The management may demand a certificate of fitness for work of this employee from **their** physician.

ARTICLE 22
WITNESS

- 22.1 In case of jury duty or of subpoena for witness in court, an employee shall receive an amount of compensation which equals the difference between the employee's regular pay and compensation paid for jury duty or witness fee. The part applying to witness fee shall not apply in any case where the employee is either a defendant or a plaintiff.

ARTICLE 23
INDIVIDUAL AGREEMENTS

23.1 No Union member, employee or employer of such Union member under this Agreement shall enter into any individual agreements **with the Employer** that will conflict with the terms of this Agreement **without the consent of the Union**.

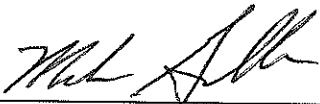
ARTICLE 24
TERMINATION

24.1 This Agreement shall take effect the first day of July, **2021**, and continue in full force and effect until the first day of July **2024**, and thereafter from year to year unless written notice of desire to change or modify the Agreement is given by either party to the other party one hundred twenty (120) days prior to the annual date of expiration, at which time either party desiring a change shall notify the other party in writing of the specific paragraphs or articles they are desirous of changing and specifying what changes are desired so that negotiations may be started as early as possible during the one hundred twenty (120) days of notice period.

This Agreement shall be reopened upon request of the Union or the Employer for the purpose of negotiating the health insurance for plan year 2024.

CITY OF REMER
REMER, MINNESOTA

UNITED FOOD & COMMERCIAL
WORKERS UNION
LOCAL NO. 1189
DULUTH, MN

BY 
Mark Gravelle
Mayor

BY 
Bruce Bergh
Union Representative


DATE: 12/14/21

DATE: 12-7-21

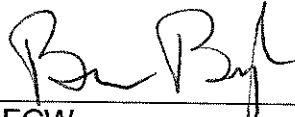
LETTER OF AGREEMENT
BY AND BETWEEN
CITY OF REMER, MINNESOTA
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #1189

The Employer and the Union are parties to a written Collective Bargaining Agreement (CBA) in effect from July 1, 2021 through June 30, 2024. The parties have agreed to the following for the Ambulance Service EMT.

1. The employee will work up to four weekly shifts of nine (9) hours per shift no including a thirty (30) minute lunch break.
2. The employee will earn overtime for all hours worked over forty (40) hours in a week and for hours worked over nine (9) hours in a single day.
3. The position is Full-time with all Full-time benefits.
4. Any EMT that qualifies for Health Insurance may opt out of the Health Insurance but will not qualify to opt in unless they have a qualifying event.
5. When the employee works on any of the legal holidays listed in the master agreement, the employee will be paid for their hours worked and an additional eight (8) hours.
6. When not on duty, the employee will be paid for responding to calls according to the following schedule:
 - A. Calls to Deer River Hospital, Grand Itasca or Crosby Hospital: \$30.00
 - B. Calls where the patient refuses transport or end in NO LOAD: \$30.00
 - C. Calls which are cancelled but the ambulance is in route: \$30.00
 - D. Calls cancelled before the ambulance is in route: \$0
7. The employee may attend RAAS training meetings and will be paid for hours attended.
8. Whenever the employee responds to an ambulance call outside of their scheduled workday, the employee will be paid for hours worked and entitled to run rates.
9. All other language rights, responsibilities and payments listed in the master agreement will apply to the EMTs.



City of Remer Date



UFCW Date

LETTER OF UNDERSTANDING

By and Between

City of Remer

And

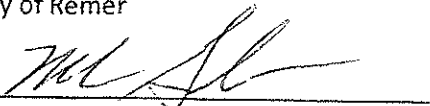
United Food and Commercial Workers Union, Local 1189

The Employer and the Union are parties to a written Collective Bargaining Agreement (CBA) in effect from July 1, 2021 through July 1, 2024. The parties have agreed to the following:

The pay scale for Liquor Store Cashier will be \$14.00 per hour beginning December 14, 2021, \$14.42 per hour beginning July 1, 2022 and \$14.85 beginning July 1, 2023.

City of Remer

By

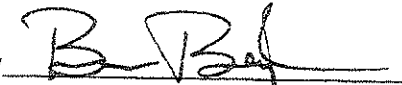


Date

12/14/21

UFCW 1189

By



Date

12-14-21