



STAFF MEMO

Prepared by: David Murphy	Meeting Date: February 2nd	<input type="checkbox"/> Consent Agenda Item <input checked="" type="checkbox"/> Regular Agenda Item	Agenda Item # 6
Reviewed by: Finance Director Bartlett	Item: AFSCME Labor Contract 2026		
Council Priority: <input type="checkbox"/> Dispensary <input type="checkbox"/> Industrial Park Expansion <input type="checkbox"/> Housing <input type="checkbox"/> Public Safety Facility/Safe Crossing of CSAH 75 <input checked="" type="checkbox"/> N/A			

ACTION REQUESTED

Approval of AFSCME Labor Contract 2026

BOARD/COMMISSION/COMMITTEE RECOMMENDATION

N/A

PREVIOUS COUNCIL ACTION

N/A

REFERENCE AND BACKGROUND

This contract has been in negotiations since August 2025. Direction was received from the Personnel Committee and an agreement has been reached within the guidelines provided.

BUDGET IMPACT

The 2026 Wage Scale, Health Insurance Premium contributions and other financial contributions have been included in the 2026 Budget approved by the Council.

STAFF RECOMMENDED ACTION

A MOTION to Approve AFSCME Labor Contract 2026

SUPPORTING DATA/ATTACHMENTS

AFSCME Labor Contract
On-Call Memorandum of Understanding
2026 AFSCME Wage Scale

Labor Agreement between the
City of St. Joseph
And
American Federation of State, County, and Municipal Employees
(AFSCME) Council 65

January 1, 2026 – December 31, 2026

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ARTICLE 1 PURPOSE OF THE AGREEMENT

This agreement is entered into between the City of St. Joseph, herein after called the "Employer," and the American Federation of State, County and Municipal Employees, AFL-CIO herein after called "Union." It is the intent and purpose of this agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes Union as the exclusive representative for all employees of the Employer who are both public employees within the meaning of Minnesota Statute 179A.03, Subd. 14 and work for the Employer more than 67 days in a calendar year, excluding supervisory, confidential, Police Chief, and employees employed in the City of St. Joseph Police Department who are represented by another exclusive representative.
- 2.2 The Employer shall not enter into any agreement with the employees coming under this jurisdiction, either individually or collectively which in any way conflicts with the terms and conditions of this Agreement.
- 2.3 The Employer recognizes the Union as the representative for all employees identified in 2.1 and will negotiate wages for all new bargaining unit positions.

ARTICLE 3 DEFINITIONS

- 3.1 Union: American Federation of State County and Municipal Employees, AFL-CIO.
- 3.2 Employee: An individual employed by the City of St. Joseph included in the appropriate unit represented by the Union.
- 3.3 Regular Employee: Employee who has completed the probationary period.
- 3.4 Probationary Employee: Employee who has not completed the probationary period.
- 3.5 Employer: City of St. Joseph

ARTICLE 4 EMPLOYER AUTHORITY

- 4.1 The employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of

personnel; to establish work schedules, shifts, and hours; to contract for goods or services; to make and enforce reasonable rules and regulations; to hire, promote, assign, and transfer Employees; to lay off Employees; to assign duties, tasks, jobs, hours, shifts, and overtimes to Employees and to perform inherent managerial functions not specifically limited by this agreement.

4.2 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 5 EMPLOYEE SECURITY

5.1 Union may designate employees from the bargaining unit to act as stewards, negotiators and alternates and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.

5.2 There shall be no discrimination, by the Employer or AFSCME against any employee because of age, sex, race, color, disability, religious or political belief, or membership, or non-membership in AFSCME.

5.3 For such employees as authorized in writing, the Employer shall deduct from the first pay check of each employee per month an amount equal to the regular monthly Union dues, certified in writing by the Union, and any other Union and employee approved deductions, and shall be remitted to the Union as directed by the Union.

5.4 The Employer shall make space available on the employee bulletin board at the unions' expense for posting Union notice(s) and announcements.

5.5 Union representatives shall have access to the premises of the Employer at reasonable times and subject to reasonable rules in connection with official Union business.

5.6 The Union agrees to indemnify and hold the Employer harmless 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 by the Employer under the provisions of 5.3.

ARTICLE 6 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 PROCEDURE - Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step One

An employee claiming a violation concerning the interpretation or application of this agreement shall, within 14 working days after such alleged violation has occurred, present such grievance in writing to their supervisor, meet and discuss it with their supervisor and attempt to resolve it with their supervisor. Maintenance and utility employees shall provide such grievance to the Public Works Director, clerical employees shall provide such grievance to the Finance Director and Police Administration support staff employees will provide such grievance to the Police Chief. The Supervisor will discuss and give an answer to such Step 1 grievance within seven (7) working days after receipt and the meeting and discussion.

Step Two

If a grievance is not resolved in Step 1 and the Union desires to appeal it to Step 2, the Union shall within seven (7) working days after the supervisor's submission of his or her final Step 1 answer place the appeal in writing setting forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, the remedy requested, and present the written grievance to the City Administrator, meet with the City Administrator and attempt to resolve the grievance. The City Administrator will discuss and give an answer to such Step 2 grievance within ten (10) working days from the date of the 2nd step grievance meeting and discussion.

Step Three

If a grievance is not resolved in Step 2 and the Union desires to appeal it to Step 3, the Union shall within seven (7) working days after the City Administrator's submission of his or her final Step 2 answer, place the grievance in writing setting forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, remedy requested and present the written grievance to the City Administrator. The Union shall thereafter meet with the City Council, or their representative, and attempt to resolve the grievance on a date mutually agreeable to the Union and City Council, or their representative. Within ten (10) working days of the meeting, the City Council, or their representative, shall issue a written answer to the grievance.

Step Four

If a grievance is not resolved in Step 3 and the Union desires to appeal it to Step 4 the Union shall submit the matter to the State of Minnesota/Bureau of Mediation Services, subject to the provisions of the Public Employment Labor Relations Act, Minnesota Statutes Chapter 179A. By mutual agreement the Employer and the Union may waive Step 4 and proceed directly to Step 5, arbitration.

Step 5

If the grievance is not resolved in Step 4, mediation, and the Union desires to appeal it to Step 5 the Union shall, within ten (10) working days after the completion of

mediation as designated by the mediator, present written notice of its intent to request for arbitration to the City Administrator within ten (10) working days after presenting such notice, the Union must provide a written request for a list of seven arbitrators to the Minnesota Bureau of Mediation Services with a copy to the City Administrator. The selection of an arbitrator shall be made in accordance with the " rules established by the Minnesota Bureau of Mediation Services.

6.3 ARBITRATOR'S AUTHORITY

6.3.1 The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the 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. 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 on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

6.3.2 The arbitrator's decision shall be submitted in writing within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

6.4 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.

6.5 EXPENSES -Any costs or expenses incurred in conjunction with mediation or arbitration procedures shall be borne equally by the Employer and the Union, with each paying one-half of the costs or expenses incurred. Each party shall be responsible for their own attorney fees with regard to any grievance procedure. 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 EXCLUSIVE REMEDY - This procedure shall be the sole and exclusive means of processing a grievance.

6.7 CHOICE OF REMEDY- If the event giving rise to a grievance is appealed to any procedure other than the grievance procedure in this article, at any time, the grievance is not subject to this grievance procedure nor arbitration under such procedure.

ARTICLE 7 HOURS OF WORK

7.1 The Employer shall be the sole authority in determining the work schedules.

- 7.2 The normal workweek shall consist of five (5) days, eight (8) hours per day, Monday through Friday, and totaling 40 hours. The normal work year shall consist of 2080 hours.
- 7.3 Work schedules shall be posted one (1) week in advance, subject to change due to emergency circumstances. "Emergency" circumstances relate solely to health and safety issues.
- 7.4 Employees with a continuous four (4) hours of work will be allowed a fifteen (15) minute rest break. Rest breaks will be scheduled during the four (4) hours of a continuous work period. Rest periods shall not be combined to compensate for late arrivals or early departures.
- 7.5 If an employee works longer than six (6) hours; they will be given a minimum of one-half hour unpaid lunch period. The time when lunch periods are scheduled varies among departments, depending on the needs of each department.
- 7.6 An employee is expected to take their allotted time for lunch. They are requested not to perform any work during their regularly scheduled lunch period, unless specifically requested to do so by the supervisor. In that event, the lunch will be rescheduled.

ARTICLE 8 OVERTIME AND PREMIUM PAY

- 8.1 So far as possible, Employees working in the same department doing the same general responsibilities shall receive approximately the same amount of scheduled overtime in any one year.
- 8.2 If a "non-exempt" employee performs overtime work, they will be paid one and one-half (1 ½) times their regular hourly wage for anytime over eight (8) hours per day or 40 hours per week that an employee works. If during that week, they were away from their job because of a job-related injury, jury duty, scheduled vacation, paid ESST, paid holiday or funeral leave, those hours not worked will be counted as hours worked for the purpose of computing eligibility for overtime pay.
- 8.3 If an employee is requested to return to work after they have concluded work for that day the employee will be paid at a minimum rate of two hours, calculated at one and one-half (1 ½) times the employee's base hourly wage.
- 8.4 An Employee may elect to receive compensatory time in lieu of overtime pay under 8.2. It may be taken in hourly or half hour increments. Employees may accrue up to a maximum of 80 hours and carryover a maximum of 40 hours. Hours accumulated over the maximum of 40 hours as of the final day of the final pay period of the calendar year will be paid out on the payday for that payroll period.
- 8.5 Employees required to work on Elections shall be paid at the following rates: 1 – 8 hours straight time; 8.01 to 12 hours at time and one-half (1 ½); 12.01 hours and up at double time (2x).

ARTICLE 9 HOLIDAYS

9.1 The following days shall be paid holidays for employees

New Year's Day	January 1st
Martin Luther King Day	3 rd Monday in January
Presidents Day	3 rd Monday in February
Good Friday	1/2 day plus ½ day floating
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th
Personal Holiday	Floating

9.2 If the holiday falls on Saturday, the holiday will be observed on the preceding work day; if the holiday falls on a Sunday, the holiday will be observed on the next work day.

9.3 If Christmas falls on a Saturday, Sunday or Monday the Christmas Eve holiday and Christmas holiday will be observed as follows:

If Christmas falls on:	Christmas Eve is observed on:	Christmas is observed on:
Saturday	Thursday	Friday
Sunday	Friday	Monday
Monday	Friday	Monday

9.4 Employees scheduled to work on a paid holiday shall be compensated their regular wage plus an additional one-half hour for each hour worked. The additional one-half hour for each hour worked can be paid wages or compensatory time calculated at straight time.

9.5 Maintenance Employees scheduled to work on a holiday that work on the holiday shall be paid at time and one-half (1 ½) and will be paid a minimum of two hours. In addition, Maintenance Employees scheduled to work on a paid holiday shall be allowed to bank holiday hours equal to the actual hours worked. If the Maintenance Employee fails to take the banked holiday hours prior to June 1 (for holidays falling on or between December 1 and May 31) or December 1 (for holidays falling on or between June 1 and November 30), the

Maintenance Employee shall be compensated for the balance of the banked holiday hours at their regular rate of pay on May 31 and November 30 in exchange for the hours off.

- 9.6 Maintenance employees whose scheduled day off falls on a holiday will receive another day off with pay. The hours will be added to their banked holiday hours. If the Maintenance Employee fails to take the banked holiday hours prior to June 1 (for holidays falling on or between December 1 and May 31) or December 1 (for holidays falling on or between June 1 and November 30), the Maintenance Employee shall be compensated for the balance of the banked holiday hours at their regular rate of pay on May 31 and November 30 in exchange for the hours off.
- 9.7 Each regular employee shall receive a Personal Holiday to be used at the discretion of the employee upon approval of the immediate supervisor. The personal holiday hours will be equal to the hours worked on a typical day. Personal Holiday hours not used before December 31 of any calendar year shall be forfeited.
- 9.8 Part time employees working 30 hours per week or more and are regularly scheduled to work Monday - Friday shall earn five personal holidays. The hours shall be equivalent to the average work day (i.e. an employee working 6 hours per day shall earn five personal days equaling 30 hours). An employee using a Personal Day the day before or the day after a holiday shall not be entitled to the holiday pay.

ARTICLE 10 VACATION

- 10.1 Full time employees are eligible for paid vacation. Vacation accrues from the first day of employment.
- 10.2 Regular full time employees shall earn vacation benefits annually as follows:

<u>Full Months of Service</u>	<u>Hours</u>
0 through 23 months	80
24 months through 59 months	120
60 months through 119 months	160
120 months and onwards	200

Employer may credit an employee that begins employment with employer for months of service for purposes of this section based on their experience.

- 10.3 Vacation hours will be credited each pay period, prorated on the schedule in section 10.1.
- 10.4 Vacation hours may be taken in increments of not less than one half hour.
- 10.5 If an employee is on an approved unpaid leave of absence for less than a thirty (30) day time period, their vacation accrual will not be affected. If the unpaid leave is over a thirty (30) day time period, vacation time will not continue to accrue.
- 10.6 If a City paid holiday falls during a scheduled vacation period, an employee will not be charged a vacation day for that holiday.

- 10.7 Employees leaving employment in good standing after giving proper notice of termination shall be compensated for vacation leave earned and unused to the date of separation by lump sum payment or may request to use vacation accrued as time off. An employee leaving employment prior to the completion of their probationary period shall not receive compensation for any accrued vacation.
- 10.8 Employees are allowed to carry forward into the next calendar year, a maximum of one hundred forty (140) vacation hours. All vacation hours in excess of 140 hours for an employee as of the last pay date of the calendar year shall be forfeited.
- 10.9 Vacation preferences shall be designated by March 30 of each calendar year, and seniority shall govern in the case of conflict. Vacation requests made after March 30 are subject to approval by the Employer.
- 10.10 An employee deprived of a vacation scheduled or any part thereof due to working on their scheduled vacation day at the request of the Employer, shall be compensated in pay for the vacation time lost, or be allowed the vacation time taken at a later date on approval of the Employer, at the Employer's discretion. If the vacation time deprived occurs after December 15 and the employee cannot reschedule the time before the end of the year, up to 40 hours may be carried forward to the next calendar year (above the maximum carry over in section 10.8). These additional hours must be used no later than February 15 of the following calendar year.
- 10.11 Regular part time (not temporary or seasonal) employees shall earn vacation benefits on a pro rata basis (must work a minimum of 30 hours per week).

ARTICLE 11 EARNED SICK AND SAFE TIME (ESST)

- 11.1 Full time employees are eligible to earn ESST. ESST accrues from the first day of employment.
- 11.2 ESST with pay shall be earned by each regular employee on the basis of eight (8) hours for each month of service.
- 11.3 ESST may be accumulated up to a maximum of nine hundred and sixty (960) hours. When an employee has reached the maximum accumulation of ESST, s/he will be paid for eight hours each month that ESST is earned and not used over 960 hours at the end of each quarter. Such payment will be contributed to the employee's deferred compensation or health savings account.
- 11.4 Employees may use their ESST in increments of not less than one hour at any one time.
- 11.5 ESST may be used in accordance with the provisions in the Minnesota Earned sick and Safe Time law.
- 11.6 If an employee is on an approved unpaid leave of absence for less than thirty (30) days, an employee's ESST accrual will not be affected. Should the leave extend beyond thirty (30) days; ESST will not continue to accrue.

- 11.7 Upon separation from employment due to retirement or termination in good standing employees shall be compensated for unused sick leave based on the following table:

<u>Years of Service</u>	<u>Compensation</u>
00-03 Years	Employee shall not receive compensation for unused accumulated ESST.
04-09 Years	Employee shall receive 50% of their unused accumulated ESST.
10-19 Years	Employee shall receive 100% of their unused accumulated ESST up to 720 hours.
20-24 Years	Employee shall receive 100% of their unused accumulated ESST up to 840 hours.
25 + Years	Employee shall receive 100% of their unused accumulated ESST up to 960 hours.

The foregoing compensation will be paid as provided in Article 18 of this

- 11.8 ESST may be granted for absence from duty due to death in the employee's immediate family. "Immediate family" shall be as spouse, child, parent or sibling living in their home.
- 11.9 If sick leave is used for more than two (2) consecutive days in duration, reasonable written documentation is required. The Employer requires seven (7) day advanced notice of an employee's intention to use ESST when the need to use ESST is foreseeable.
- 11.10 In order for an eligible Employee to receive ESST, the employee must notify the employer prior to scheduled work to the appropriate supervisor the reason for a proposed absence from duty, and keep the appropriate supervisor informed of his or her condition of the absence daily. An exception to this notification is a sufficient multi-day justification for use of ESST from the appropriate professional provider submitted prior to the leave.
- 11.11 An employee using ESST for reasons not specified in 11.5, except as otherwise provided by this Article, may be cause for disciplinary action, including suspension, demotion or dismissal.
- 11.12 An Employee may supplement benefits received under Workers Compensation with ESST up to an amount equal to the difference between such benefits and the employee's normal pay. Employees who receive Workers Compensation while being paid ESST by the Employer will be obligated to report those check amounts to the Employer.
- 11.13 ESST Donation -The Employer supports its employees' desire to assist each other in times of need. As a result, employees will be allowed to donate ESST to other employees in need under the following guidelines:

- a) Employees will be allowed to donate a maximum of five (5) days of ESST per calendar year.
- b) The donation of time will be to a specific individual in need to be used for the duration of their own particular illness or to provide for the care of a child, spouse or parent who is ill.
- c) A maximum amount of time equivalent to no more than a total of 90 days may be donated to any individual in coordination with leave policies. Donated leave may not be used during the time period for which an employee is receiving long term disability benefits from the Employer's group long term disability plan.
- d) Employees will only be allowed to use donated leave time once they have exhausted all of their own paid leave.
- f) Only employees who have been employed for at least one year will be eligible to receive this leave.
- g) Participation in Leave Donation is voluntary.
- h) Donation and acceptance of donated leave must be approved by the City Administrator.

ARTICLE 12 FUNERAL LEAVE

- 12.1 An Employee shall be granted a maximum of five (5) consecutive days leave with pay in the event of a death in the immediate family (spouse, children, step/foster children, grandchildren; father, mother, legal guardian, brothers and sisters).
- 12.2 An Employee shall be granted three (3) consecutive days leave with pay in the event of a death of a mother-in-law, father-in-law, grandmother, or grandfather.
- 12.3 An Employee may take up to one day without pay to attend funerals of other relatives and friends. Vacation time may be used for this purpose. Employees may only use funeral leave twice in one calendar year for this purpose.

ARTICLE 13 BONE MARROW

- 13.1 An Employee, working an average of 20 hours or more per week, shall be entitled to a paid leave of absence when undergoing a medical procedure to donate bone marrow. The combine length of leave of absence to complete the procedures shall not exceed 40 work hours, unless the employee specifically agrees to a greater leave. The employer may require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow. Employees shall be entitled to bone marrow donation leave in accordance with the law. This article is not subject to Article 6.

ARTICLE 14 JURY DUTY

14.1 It is an employee’s civic duty as a citizen to report for jury duty whenever called. If an employee is called for jury duty, the City will permit them to take the necessary time off. The Employer will reimburse an employee for the difference between their jury pay and their regular pay, not to exceed eight (8) hours per day for a maximum of ten (10) business days.

ARTICLE 15 MILITARY LEAVE

15.1 Employees shall be entitled to military leaves of absence and reinstatement in accordance with the law. This section is included simply to make city employees and employers aware of the fact that the State Law applies. This article is not subject to Article 6.

ARTICLE 16 UNPAID LEAVES OF ABSENCE

16.1 In the event it is necessary for an employee to be absent from work for reasons other than ESST, funeral leave, vacation, jury duty or family and medical leave, a written request for an unpaid leave of absence must be made at least fourteen {14} calendar days prior to the effective date of the leave of absence.

16.2 Requested leaves of absence will be granted only when such leave would not affect the services provided by the Employer, is recommended by the City Administrator, and is approved by the City Council. The approval of such requests is discretionary with the City Council.

16.3 During an unpaid leave of absence employees will earn no compensation or benefits except as expressly provided in this Agreement.

ARTICLE 17 HEALTH BENEFITS

17.1 The Employer shall offer group health and dental insurance to full time regular and part time regular (those working 32 hours per week or more, prorated based on hours worked; Le.: If an employee works 35 hours, the Employer would pay seven eighths of the employer contribution). The health insurance offered shall contain major medical, medical health care coverage and dependents health care coverage.

17.2 Health Insurance. For employees enrolled in Employer's group health insurance, the Employer will provide a High Deductible Health Plan (HSA), with the maximum employer contribution, to both the premium and Health Savings Accounts (H.S.A.) in 2026 is as follows:

Family Coverage

YEAR	PREMIUM	H.S.A.
2026	\$1,850.00/month	\$2,500.00/year

Single Coverage

YEAR	PREMIUM	H.S.A.
2026	\$750.00/month \$350.00/month	\$2,500.00/year 2026 Opt-out Coverage

In conjunction with the first pay period of the calendar year, the Employer will deposit one half (1/2) of the employer deduction contribution to each employee's individual HSA account. The second one half (1/2) of the Employer's contribution shall be deposited into each employee's individual HSA account on the pay period closest to and after July 1 of each calendar year.

New hires are eligible for the City's health insurance on the first of the month following hire date.

- 17.3 Dental Insurance: The Employer shall provide dental insurance for both the employee and dependents. The Employer will pay 80% of the dental insurance premium with the employee paying 20%. New hires are eligible for the City's dental insurance on the first of the month following a 30-day waiting period from the date of hire.
- 17.4 In the event of termination of employment with the Employer or loss of eligibility to remain covered under the City group health insurance program, the employee and their eligible dependents shall be allowed to continue coverage as provided under law, with the employee paying the associated costs at their own expense.
- 17.5 Upon retirement, employees may continue coverage under the Employer group health insurance program at their own expense.
- 17.6 Life Insurance: The Employer shall provide all eligible regular full time employees group life insurance with accidental death and dismemberment.
 - a) The amount of life insurance provided shall be at least \$25,000.
 - b) The Employer will pay 100% of the premium. Spousal and dependent coverage shall be provided if the coverage is part of the policy covering the employee.

New hires are eligible for the City's life insurance on the first of the month following a 30-day waiting period from the date of hire.

- 17.7 Long Term Disability: The employer shall provide all eligible full-time regular employees long-term disability insurance. The Employer shall not be liable to an employee for the insurer's failure to pay a claim.

The Employer shall provide all eligible employees with disability insurance as per current policy which includes spousal disability at no cost to the employee.

New hires are eligible for the City's Long Term Disability Insurance on the first of the month following a 30-day waiting period from the date of hire.

ARTICLE 18 POST RETIREMENT HEALTH CARE SAVINGS

- 18.1 Establishment of VEBA: The Employer will establish an Employer-sponsored Post-Retirement Health Care Savings Plan (HCSP) as provided for in the Laws of MN 2001, Chapter 352.98, for participation of regular full time employees.
- 18.2 Severance Pay. Upon separation of employment in good standing, the employee shall be entitled to his or her severance provided in 11.7 of this Agreement. Payment shall be determined on the basis of the employee's rate of pay in the pay period in which the employee separated from employment.
- 18.3 Contribution - Unused ESST. Within sixty (60) days of the effective date of separation of employment, the Employer shall deposit into the individual HCSP account 100% of the severance payment provided in 11.7 of this Agreement. Employees will not be entitled to receive this amount in the form of taxable cash compensation.
- 18.4 Administrative Fee. Annual investment fee charges and administrative fees to administer the Plan are deducted from the employee HCSP Account.

ARTICLE 19 PROBATIONARY PERIODS, SENIORITY, AND RESIGNATION

- 19.1 All newly hired regular employees shall serve a six (6) month probationary period. During their probationary period, employees may be terminated at the sole discretion of the Employer. Termination during probation is not a grievable action.
- 19.2 Upon completion of the probationary period, employees shall become regular Employees with the meaning of this Agreement and shall have seniority dating from the beginning date of their continuous employment.
- 19.3 In the event of a layoff or recall, classification seniority shall govern provided that no regular Employee shall be laid off while probationary employees are employed. If an employee in a classification has their classification position eliminated, that employee may bump the employee in another classification with the least Department seniority in that classification provided they have the minimum requirements for the position they are bumping into and have greater overall Department seniority than the employee they desire to bump. The bumping process may occur again until the Department employee with the least Department seniority is laid off or the employee laid off does not have the minimum qualifications to bump into another position. Employees may only bump to a lower classification and they may not bump an employee from a higher classification.
- 19.4 The employee shall provide at least fourteen (14) calendar days' written notice of an intent to resign, specifying the termination date, and reason for resignation. Failure to provide such notice may mean loss of termination benefits due under this Agreement, excluding the event of death, illness and/or disability. An unauthorized leave of more than three (3) working days shall be deemed to be a resignation without notice, excluding the event of death and illness and/or disability.
- 19.5 If an employee was a regular employee and was laid off, they will be considered a regular employee upon return to work, provided that they were not on layoff for longer than two years. Employees who are laid off shall be placed on a recall list for a period of eighteen (18)

months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

- 19.6 When the Employer has determined that recall will be made and the number of employees to be recalled, the Employer will recall employees in the order of seniority. Employees who refuse a recall from layoff to the position he/she held at the time of layoff will be removed from the recall list. Employees may refuse a recall to a different job within the City and such employees will then only be recalled to their original position. If an employee cannot be promptly reached, the Employer's representative shall send a certified letter (return receipt from addressee only required) to the employee's address of record. If said employee does not report for work within ten (10) working days of receipt of such notice, such an employee will be considered as having voluntarily terminated.
- 19.7 If an employee is recalled to a position in a lower rated job classification or to a part-time or a seasonal position, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available within eighteen (18) months of the date on which the employee was laid off. If an employee is recalled to a lower rated job classification or to a part-time position which is less than 75% full time, the employee shall have the right to refuse the recall and remain on the recall list. The Employer shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and who are willing to be recalled to said classification.
- 19.8 Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the Employer of his/her intention to return within five (5) working days after receiving notice of recall. The employee must be willing to report and to return to work within ten (10) working days following receipt of the notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee. It is the obligation and responsibility of the employee to provide the employer with his/her latest mailing address. If the employee fails to comply with the conditions herein, he or she shall be removed from the recall list.
- 19.9 Seniority for full time employees shall be defined as an employee's length of continuous service within the bargaining unit since his or her most recent date of hire. Part time employees' seniority shall be determined by continuous hours worked within the bargaining unit based on his or her most recent date of hire.
- 19.10 In the event of a layoff, a minimum of a two week notice must be provided.
- 19.11 The seniority list on the effective date of this Agreement, shall show the names of all employees of each department (City Office, Police Department, and Public Works) entitled to seniority. The employer will provide the Union with an up to date copy of the seniority list upon request.
- 19.12 An employee shall lose his seniority for the following reasons only:

- a) He/she resigns.
- b) He/she is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
- c) He/she is absent for three (3) consecutive working days or four (4) calendar days without notifying the employer, unless the employee is mentally or physically unable to notify the employer. Upon return to work, the Employee shall be required to show proof of such inability to notify the employer. After such absence, the employer will send written notification to the employee at his/her last known address that she/he has lost her/his seniority and her/his employment has been terminated. If the disposition of such case is not satisfactory, the matter may be referred to the grievance procedure.
- d) If she/he does not return to work when recalled from layoff as set forth in the recall procedure.

ARTICLE 20 VACANCIES, NEW POSITIONS, and PROMOTIONS

- 20.1 New positions and vacancies shall be posted on the employee's bulletin board in each department, and employees shall have seven (7) calendar days in which to apply.
- 20.2 An employee applying under 20.1 who meets the qualifications as determined by the Employer may be offered the position taking into account merit, ability, and seniority. The Union acknowledges it is the City's right to determine job descriptions and qualifications for the positions. If Employer does not offer the position to the most senior employee who applied under this section, written reasons will be provided to such employee who applied under this section, written reasons will be provided to such employee for not being offered the position. The Union shall not have the right to grieve or arbitrate job descriptions or qualifications for the positions or the written document itself referenced in the preceding sentence.
- 20.3 Qualification determinations will include satisfactory attendance and prior satisfactory job performance.
- 20.4 If an employee refuses to accept a promotion to the job classification as he/she requested, that employee will no longer be considered for promotion or transfer for that job classification until he/she has resubmitted a request form.
- 20.5 Employee must have been in his/her current position for a period of no less than six (6) months before any transfer/promotion is approved.
- 20.6 All approvals for promotion are to be approved by the City Council.
- 20.7 When a vacancy occurs, the Employer has the authority to hire temporary employees or temporarily transfer current employees while a search for replacement employees is being conducted.

ARTICLE 21 DISCIPLINE

- 21.1 The Employer will discipline employees for just cause only. Discipline shall be in one of the following forms:
- a) oral reprimand
 - b) Written reprimand'
 - c) suspension
 - d) demotion, or
 - e) discharge
- 21.2 Suspensions, demotions and discharges will be in written form.
- 21.3 Written reprimands, notices of suspension and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union shall receive a copy of such reprimands and/or notices.
- 21.4 Employees may examine their own individual personnel files by appointment with the Clerk/Administrator in the presence of a Union Steward.
- 21.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such meeting.
- 21.6 Grievances relating to this Article and involving suspension, demotion or discharge shall be initiated by the Union in Step 2 of the Grievance Procedure, under Article 6.

ARTICLE 22 WAGES

- 22.1 In calendar year 2026, employees will be paid a 3.5% increase over 2025 base pay as provided in Employer's base pay schedule for the 2026 calendar year. This increase will be effective the first day of the pay period which includes January 1.
- 22.2 Employees shall move to their next step on the wage schedule on their anniversary date of employment as long as their performance evaluation indicates they are meeting or exceeding expectations. Annual performance evaluations are to be conducted by the immediate supervisor within thirty (30) days of the employee's anniversary date. Increases will be effective on the actual anniversary date of the employee.
- 22.3 Employer shall make deductions available under I.R.C. Section 125.
- 22.4 If an employee takes a position in a lower classification, through the process identified in section 20.3 of this agreement, the employee shall be placed on the step closest to their current rate of pay, without a reduction. In no case shall the rate of pay exceed the top rate of pay for the new classification.

ARTICLE 23 UNIFORMS

- 23.1 All Employees of the Maintenance Department shall be provided uniforms and laundry of such. Any necessary uniform items will be discussed with the Employer's safety committee or similar group. These items shall be replaced upon approval by the supervisor.
- 23.2 All Employees of the Maintenance Department shall be required to wear safety shoes. Employees shall be provided an annual and safety shoes allowance of \$300.00 per calendar year. Employees shall be allowed to carry forward into the next year any unused portion of the allowance. However, at not time shall an employee have an accumulation of greater than \$500.00. The employee may use any amount of the entire unused portion they have accumulated. ~~and each employee can purchase up to one pair annually.~~

ARTICLE 24 REIMBURSEMENTS

- 24.1 Meal Reimbursement – The Employer shall reimburse any employee of the Employer meal expenses incurring while conducting authorized business. Receipts must accompany all reimbursement requests. The rate for reimbursement will be equal to the total allowed under IRS guidelines.
- 24.2 Mileage – The Employer shall reimburse any employee of the Employer for mileage expenses at the current IRS rate.
- 24.3 Lodging – The Employer shall provide lodging expenses provided that the meeting/conference is more than one day as approved by the Employer.
- 24.4 Parking Fees – The Employer shall reimburse employees for parking fees and toll fees provided that a receipt is submitted as approved by the Employer.
- 24.5 Commercial Transportation – The Employer shall reimburse an Official for commercial transportation (air, taxi, rental car, etc.) when needed to attend an authorized meeting, conference, workshop out of the area as approved by the Employer. If air transportation is required the most reasonable flight pattern will be arranged, First Class travel will not be reimbursed.
- 24.6 School License Reimbursement. The City shall reimburse employees for licenses required to perform their essential job functions. License reimbursement shall be limited to the cost of the Commercial Driver’s License endorsement and required State Certifications to operate the City utility systems (Water/Sewer).

ARTICLE 25 RETIREMENT CONTRIBUTIONS

- 25.1 The Employer shall contribute to PERA for each employee as required by Statute; the Employees shall contribute as required by Statute. The Article is not subject to Article 6.

ARTICLE 26 LONGEVITY

- 26.1 Full time Employees completing ten (10) years of service shall receive longevity pay starting in their eleventh year of service at the amount of \$20 per year of service annually. Longevity pay will be paid into the Employee's deferred compensation account or health savings account in the pay period after December 1st.
- 26.2 Employees leaving their employment in good standing shall receive their longevity pay with their final pay check, with their last year's portion prorated to the percentage of that year that they maintained employment.

ARTICLE 27 PERSONNEL POLICY MANUAL

- 27.1 Where this Agreement conflicts with the Personnel Policy Manual, this Agreement shall govern. Otherwise the Employees shall be subject to the terms and conditions of the Personnel Policy Manual.

ARTICLE 28 WAIVER

- 28.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provision of the Agreement, are hereby superseded.
- 28.2 All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for its specified term. The Employer and the Union agree that only upon consent of both parties may this agreement be opened during its life for purposes of negotiations on terms and conditions of employment covered by this Agreement or those not specifically referred to or covered by this Agreement.

ARTICLE 29 SAVINGS CLAUSE

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

ARTICLE 30 DURATION

- 30.1 This Agreement shall be effective as the 1st day of January, 2026 and shall remain in force and effect until the 31st day of December 2026.

IN WITNESS WHEREOF, the parties have executed this agreement on the latest date affixed to the signatures hereto.

CITY OF ST. JOSEPH

AMERICAN FEDERATION OF COUNTY STATE AND MUNICIPAL EMPLOYEES

By: _____

It's Mayor

By: _____

It's President

By: _____

It's City Administrator

By _____

It's Union Steward

By _____

It's AFSCME Labor Representative

Date: _____

Date: _____

**Seniority Listing by Job Classification – AFSCME
As of January 1, 2026**

Lead Worker

Jim Marthaler 03/15/77 03/15/08

Utility Lead Worker

Mike Sworski 09/28/92 10/20/20

Mechanic

Derrick Dirkes 07/11/22

Utility Worker

Joe Pekarek 10/22/07 2/6/24

Mike Johnson 12/17/03 3/5/24

Maintenance Worker

Gary Donabauer 12/24/99

Eric Poissant 10/22/07

Trenton Merkling 4/2/24

Jacob Reber 4/3/24

Lead Records Specialist

Mary Beth Munden 09/08/03 1/3/24

Account Technician

Vicky Granite 09/22/20

Finance Technician	
Debbie Kulzer	10/24/22
Police Clerk	
Candi Vought	10/11/21
Administrative Assistant	
Brooke Fetterer	4/29/25

MEMORANDUM OF UNDERSTANDING
Between
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 65
And
CITY OF ST JOSEPH
(On Call)

This Memorandum of Understanding, hereinafter “MOU” made and entered into by and between the City of St. Joseph, hereinafter referred to as the “Employer” and American Federation of State, County and Municipal Employees, Council 65, hereinafter referred to as “Union”.

WHEREAS, the Employer and the Union are parties to a Labor Agreement for the period January 1, 2026 through December 31, 2026; and

WHEREAS, the parties desire to clarify certain components of being on call for bargaining unit employees;

NOW THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, the parties agree as follows:

1. The Employer will schedule employees in the Lead Worker, Maintenance Worker, Lead Utility Worker and Utility Worker job classifications to be “on call” on a rotating basis weekly, Wednesday through Tuesday, by seniority, except when a switch may occur as discussed in #4 below.
2. If an employee is “on call” on an actual holiday, that day will be the employee’s observed holiday regardless of any Labor Agreement provision.
3. If an employee works a weekly “on call” schedule, the employee will receive the Thursday and Friday immediately following the schedule as days off.
4. Employees may switch the weeks they are “on call” with each other so long as the affected employees notify the supervisor of the switch at least seven calendar days in advance of the first affected week and the supervisor approves the switch.
5. To facilitate the work schedule, the pay date will remain every other Wednesday with the pay period starting on the Saturday and ending on the Friday prior to the pay day.
6. The Employer will pay the employee “on call” \$40.00 for each day on call.
7. The terms of this MOU and any related communications or negotiations among the parties are not nor can they be construed as an acknowledgement that the Employer was required to meet and negotiate with or get agreement from the Union on all the matters addressed in this MOU or that the Employer waived or relinquished its right to take any action it could take without meeting, negotiating or getting agreement from the Union except for anything it was required by law or contract to meet, negotiate and get agreement from the Union. The City does not waive or relinquish and expressly reserves its right to take any related actions it can take without meeting and negotiating with or

getting agreement from the Union except as otherwise expressly waived or relinquished by law or contract.

- 8. This MOU is not executed until and is effective the latest date affixed to the signatures in this MOU.
- 9. This MOU and related components of it shall expire and no longer be in force or effect, effective on the date the CBA in effect on the date this MOU executed is no longer in force or effect.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this day of _____, 2026.

CITY OF ST JOSEPH

AMERICAN FEDERATION OF COUNTY STATE AND MUNICIPAL
EMPLOYEES

By: _____
Its Mayor

By: _____
Its President

By: _____
Its City Administrator

By: _____
Its Union Steward

By: _____
Its Labor Representative

City of St. Joseph, MN
 2026 Wage Scale - Draft AFSCME

3.5% increase

Hourly rate

2026	Step									
	1	2 - 5%	3 - 5%	4 - 4.5%	5 - 4.5%	6 - 4%	7 - 4%	8 - 3.5%	9 - 3%	10 - 3%
4 - 12%	\$25.75	\$27.02	\$28.38	\$29.66	\$30.99	\$32.24	\$33.52	\$34.70	\$35.73	\$36.81
5 - 11%	\$28.57	\$30.00	\$31.50	\$32.92	\$34.40	\$35.78	\$37.21	\$38.52	\$39.67	\$40.86
6 - 10%	\$31.43	\$33.00	\$34.66	\$36.21	\$37.84	\$39.36	\$40.93	\$42.36	\$43.63	\$44.94
7 - 7%	\$33.63	\$35.31	\$37.08	\$38.75	\$40.49	\$42.11	\$43.79	\$45.33	\$46.68	\$48.09
full-time annual amount										
4	53,549.82	56,210.68	59,026.76	61,687.62	64,459.35	67,053.69	69,714.55	72,175.85	74,326.71	76,566.27
5	59,425.89	62,397.19	65,523.70	68,472.82	71,554.98	74,415.41	77,386.70	80,114.08	82,508.86	84,992.33
6	65,368.48	68,650.21	72,087.15	75,324.53	78,717.13	81,865.82	85,125.37	88,118.84	90,757.53	93,484.91
7	69,958.47	73,439.76	77,120.62	80,601.91	84,216.24	87,586.67	91,090.13	94,283.17	97,099.25	100,026.19
full-time per pay period amount										
4	2,059.61	2,161.95	2,270.26	2,372.60	2,479.21	2,578.99	2,681.33	2,775.99	2,858.72	2,944.86
5	2,285.61	2,399.89	2,520.14	2,633.57	2,752.11	2,862.13	2,976.41	3,081.31	3,173.42	3,268.94
6	2,514.17	2,640.39	2,772.58	2,897.10	3,027.58	3,148.69	3,274.05	3,389.19	3,490.67	3,595.57
7	2,690.71	2,824.61	2,966.18	3,100.07	3,239.09	3,368.72	3,503.47	3,626.28	3,734.59	3,847.16