

**LABOR AGREEMENT
BETWEEN
CITY OF ST. ANTHONY
AND
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 49**



January 1, 2025 through December 31, 2026

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**LABOR AGREEMENT BETWEEN THE CITY OF ST. ANTHONY
AND INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL No. 49**

ARTICLE I PURPOSE OF AGREEMENT

This Agreement is entered into between the City of St. Anthony hereinafter called the EMPLOYER, and Local No. 49, International Union of Operating Engineers, hereinafter called the UNION.

The intent and purpose of this Agreement is to:

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

The EMPLOYER and the UNION, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE II RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all employees in the job classifications listed in Appendix A, who are public employees within the meaning of Minnesota. Stat. 179A.03, Subdivision 14 excluding supervisory, confidential and all other employees.

ARTICLE III UNION SECURITY

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

- 3.1 Request for Dues Check off: The Employer agrees that it will make deductions from each paycheck covering membership dues and initiation fees that may hereafter become due to the Union for any of the employees covered under this Agreement; provided the Union requests such deductions and accompany such requests with properly and legally executed assignments authorizing such deductions in accordance with applicable law. The Union will inform the Employer as to the amount of membership dues and initiation fees. Initiation fees, dues, other assessments or Fair Share Fee in accordance with M.S. 179.55, Subd. 2 shall commence no later than thirty-one days (31) from the date of employment.
- 3.2 Remit such deduction to the appropriate designated officer of the UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE IV EMPLOYER SECURITY

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

ARTICLE V EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE VI EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

6.1 Definition of a Grievance

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

6.2 Union Representatives

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

6.3 Processing Of A Grievance

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

6.4 Procedure

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

Step 1 An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred; present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting for the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the

UNION within ten (10) calendar days shall be considered waived.

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

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

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

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

6.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 Waiver

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

6.7 Choice of Remedy

If, as a result of the EMPLOYER response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of ARTICLE VI or a procedure such as: Civil Service Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 5 of ARTICLE VI the grievance is not subject to the arbitration procedure as provided in Step 5 of ARTICLE VI. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 5 of ARTICLE VI or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of ARTICLE VI.

ARTICLE VII **DEFINITIONS**

- 7.1 UNION: The International Union of Operating Engineers, Local No. 49.
- 7.2 EMPLOYER: The City of St. Anthony.
- 7.3 UNION MEMBER: A member of the International Union of Operating Engineers, Local 49.
- 7.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 7.5 BASE PAY RATE: The EMPLOYEE'S hourly pay rate exclusive of longevity or any other special allowance.
- 7.6 SENIORITY: Length of continuous service in any of the job classifications covered by ARTICLE II - RECOGNITION.

EMPLOYEES who are promoted from a job classification covered by this Agreement and return to a job classification covered by this Agreement shall have their seniority calculated on their length of service under this Agreement for purposes of promotion, transfer and lay off and total length of service with the EMPLOYER for other benefits under this Agreement.

- 7.7 SEVERANCE PAY: Payment made to an EMPLOYEE upon honorable termination of employment.
- 7.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of either eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.
- 7.9 CALL BACK: Return of an EMPLOYEE to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.

ARTICLE VIII **SAVINGS CLAUSE**

- 8.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the

signed municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE IX WORK SCHEDULES

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal workday for an EMPLOYEE shall be eight (8) hours. The normal workweek shall be forty (40) hours, Monday through Friday.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal 7:00 A.M. - 3:30 P.M. day. The EMPLOYER will give seven (7) days advance notice to the EMPLOYEES affected by the establishment of workdays different from the EMPLOYEE'S normal eight (8) hour work day.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given. It is not required that an EMPLOYEE working other than the normal work day be scheduled to work more than eight (8) hours, however, each EMPLOYEE has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 9.4 Service to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.

9.5 Straight 8 Work Schedule

To provide high quality service to the residents of St. Anthony and also to provide flexibility to employees' work schedules with the goal of increased production and delivery of City services. The straight 8-hour work schedule needs to be flexible with some constraints to be of benefit to the City of St. Anthony and its employees. The Local 49 bargaining group will use the following guidelines:

- Employees' shift shall be 7:00 a.m. to 3:00 p.m.
- All crew members shall be prepared when they leave the shop with the proper tools, water, long pants, bug spray, sunscreen, safety equipment etc...
- The two paid 15-minute breaks will be taken as ½ hour break at 11:00 a.m. or as the crew's work schedule dictates.
- Leave your work site at end of day with only enough time to complete required end-of-day procedures (i.e., fueling, clean-up, time cards, and transport time).
- Extreme weather conditions may require that employees take additional rest and water breaks (high heat and humidity, below zero temperatures or severe wind chill). Discuss this with your supervisor before taking additional breaks.
- Because of the flexibility to accommodate the daily work schedule, all employees may not be on the same break schedule. If you are on break (or before or after your work shift), make sure you are not interfering or disrupting another employee during their work hours.
- This agreement must continue to be beneficial to the City of St. Anthony, its residents and its employees. Any difficulties with excessive breaks, disorganization, unfair labor requests, crew member conflicts or abuse of the program as a result of the straight 8-hour shift could result in termination of the program with 30 days written notice by either party.

9.6 Summer Hours

- During the timeframe beginning Memorial Day and ending the Friday before Labor Day the work schedule will change to a work week of four (4) nine (9) hour days, Monday through Thursday,

and one (1) four (4) hour day on Friday, employees will receive their normal breaks. The normal work day will be from 6:30 a.m. to 3:30 p.m., Monday through Thursday; and 6:30 a.m. to 10:30 a.m. on Friday; except that during weeks that include a paid holiday, the work schedule will consist of three (3) nine (9) hour days, one (1) four (4) hour day and one (1) eight (8) hour paid holiday. Employees shall be compensated for the contractual eight hours of pay on all Holidays and will be required to use one hour of PTO or compensatory time to complete a scheduled nine (9) hour holiday and forty (40) hour work week.

- Hours worked in excess of nine (9) hours within a twenty-four (24) hour period (except for shift changes) from Monday through Thursday, or in excess of four (4) hours within a twenty-four (24) hour period (except for shift changes) on Friday, or more than forty (40) within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's regular base pay. For purposes of this Section, "hours worked" shall include hours designated as holiday, sick, vacation or compensatory time off.
- Any vacation or sick leave Monday through Thursday will be charged at the rate of nine (9) hours per day; and will be charged at the rate of four (4) hours for Fridays.

ARTICLE X OVERTIME

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the EMPLOYEE'S regular base pay rate.
- 10.2 Overtime will be distributed as equally as practicable.
- 10.3 Overtime refused by EMPLOYEES will for record purposes under ARTICLE 10.2 be considered as unpaid overtime worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.5 EMPLOYEES will be allowed to earn up to 60 hours of compensatory time (60 hours maximum per year). EMPLOYEES will be allowed to take compensatory time at a rate of 40 hour increments. Compensatory time may be carried over to the next calendar year.

ARTICLE XI CALL BACK/STAND-BY DUTY

- 11.1 Call Back: An EMPLOYEE called in for work at a time other than the EMPLOYEE'S normal scheduled shift will be compensated for a minimum of two (2) hours' pay at one and one-half (1½) times the EMPLOYEE'S base pay rate.
- 11.2 Water Main Breaks: An EMPLOYEE called in for work for a water main break at a time other than the EMPLOYEE'S normal scheduled shift will be compensated for a minimum of four (4) hours' pay at one and one-half (1½) times the EMPLOYEE'S base pay rate.
- 11.3 Stand-by Duty: Stand-by duty will begin at 3:30 PM Wednesday and continue to the following Wednesday at 7:00 AM. The EMPLOYEE responsible for call out during this period would be the employee scheduled on the stand-by duty roster. Compensation shall be an additional three (3) hours of overtime wages per Saturday, Sunday or Holiday (observed Monday through Friday) and four (4) hours of overtime wages for the period Monday through Friday.

Stand By

▪ Saturday	3 hours overtime per day/ 1-hour pump duty
▪ Sunday	3 hours overtime per day/ 1-hour pump duty
▪ Holiday observed M-F	3 hours overtime per day/ 1-hour pump duty

- Monday through Friday 4 hours overtime per 5-day period/ Stand by duty

11.4 Weekday Pump Duty. The EMPLOYEE on Stand-by will also be responsible for pump duty. Pump duty shall consist of performing routine checks of pumps and other city facilities such as lift stations, filter plant and booster station on Saturdays, Sundays and Holidays. Employees shall be compensated for hours worked while performing pump duty on weekends and holidays at one and one-half (1½) times the EMPLOYEE'S normal rate of pay. Under normal circumstances and conditions, pump duty shall be one (1) hour of work per day on weekends and holidays. However, an EMPLOYEE who has completed the assigned pump duty and is called back to the City for additional work shall be compensated in the amount specified for call back duty within this Article.

ARTICLE XII SEASONAL EMERGENCY ADJUSTMENT PAY

This allows seasonal work required to meet public service demands such as snowplowing, sanding, rink flooding, etc., and emergency work in response to unusual circumstances such as fire, flood, winds, snow, sleet or breakdown of municipal equipment or facilities results in additional demands on Maintenance Operation's staff. In recognition of these ongoing demands, employees will receive additional compensation in the form of Seasonal Emergency Adjustment Pay. All available Public Works employees will receive the monthly rate to be paid for active months to a maximum of five (5) months (January, February, March, November, and December). The rate is as follow:

2025 - \$125.00 per month
2026 - \$125.00 per month

ARTICLE XIII COMMERCIAL DRIVER'S LICENSE

If an Employee temporarily loses his/her driver's license and CDL, the Employer may choose, on a case-by-case basis, to accommodate the Employee by assigning him/her to duties that do not require a driver's license/CDL, not to exceed twelve (12) months during the Employee's tenure with the City, and/or not to exceed two (2) revocations as a result of driving violations.

If the temporary loss of a driver's license is the result of an alcohol-related offense, the Employee will be required to comply with the recommendation of a licensed Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer before an Employee will be permitted to return to work.

The application of this Agreement will begin for an individual as of the date of his/her license revocation, regardless of subsequent procedures contesting the revocation.

This applies to driving violations outside the workplace.

This does not include positive test results from applicable state or federal required testing procedures, including, but not limited to random testing.

A reduction in wages to Level A of Appendix A, WAGES section of the LABOR AGREEMENT BETWEEN CITY OF ST. ANTHONY AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 49, will begin as of the revocation date. Any hourly wages not paid to an Employee during the revocation of the Employee's driver's license/CDL will not be reimbursed regardless of the outcome of any subsequent contesting of the revocation. The Employee will be returned to his/her previous wage level or Level E, whichever is less, upon reinstatement of the Employee's CDL.

ARTICLE XIV LEGAL DEFENSE

14.1 EMPLOYEES involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of EMPLOYEE judgmental decision may not receive legal defense by the

municipality.

14.2 Any EMPLOYEE who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of the EMPLOYEE'S employment, when such act is performed in good faith and under direct order of the EMPLOYEE'S supervisor, shall be reimbursed for reasonable attorney's fees and court costs actually incurred by such EMPLOYEE in defending against such charge.

ARTICLE XV RIGHT OF SUBCONTRACT

15.1 Nothing in this Agreement shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by EMPLOYEES covered by this Agreement.

ARTICLE XVI DISCIPLINE

16.1 The EMPLOYER will discipline EMPLOYEES only for just cause.

16.2 An EMPLOYEE(S) will not be required to participate in an investigatory interview by the EMPLOYER where information gained from the interview could lead to the discipline of the EMPLOYEE(S) unless the EMPLOYEE(S) is given the opportunity to have a third party present at the interview to act as a witness for the EMPLOYEE(S).

ARTICLE XVII SENIORITY

17.1 Seniority will be the determining criterion for transfers, promotions and layoffs only when all job-relevant qualification factors are equal.

17.2 Seniority will be the determining criterion for recall when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled EMPLOYEES shall have ten (10) working days after notification of recall by registered mail at the EMPLOYEE'S last known address to report to work or forfeit all recall rights.

17.3 No permanent EMPLOYEE shall be laid off while any temporary EMPLOYEE (defined as an EMPLOYEE with less than six (6) months consecutive service) is on the payroll.

ARTICLE XVIII PROBATIONARY PERIODS

18.1 All newly hired or rehired EMPLOYEES will serve a six (6) months' probationary period.

18.2 All EMPLOYEES will serve a six (6) months' probationary period in any job classification in which the EMPLOYEE has not served a probationary period.

18.3 At any time during the probationary period a newly hired or rehired EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.

18.4 At any time during the probationary period a promoted or reassigned EMPLOYEE may be demoted or reassigned to the EMPLOYEE'S previous position at the sole discretion of the EMPLOYER.

ARTICLE XIX SAFETY

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

ARTICLE XX JOB POSTING

- 20.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicant:
 - 20.2 Have the necessary qualifications to meet the standards of the job vacancy; and
 - 20.3 Have the ability to perform the duties and responsibilities of the job vacancy.
- 20.4 EMPLOYEES filling a higher job class based on the provisions of this Article shall be subject to the conditions of ARTICLE XVI PROBATIONARY PERIOD.
- 20.5 The EMPLOYER has the right of final decision in the selection of EMPLOYEES to fill posted jobs based on qualifications, abilities and experience.
- 20.6 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE XXI INSURANCE

- 21.1 Please see Attachment A for 2025 contributions by plan.
Life Insurance maximum \$25,000. (Employer paid)
- 21.2 EMPLOYEES not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance other than the individual group health and group life insurance. Additional life insurance can be purchased by EMPLOYEE'S, at the EMPLOYEE'S expense to the extent allowed under the EMPLOYER'S group policy.
- 21.3 Individual EMPLOYEES may provide for an increased EMPLOYER contribution for insurance over that amount stipulated by 19.1, by lowering their salary from the rates stipulated in Appendix A to provide for an increased EMPLOYER contribution which will fully pay for the EMPLOYEE'S health, life, and dental insurance, including dependent coverage.
- 21.4 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the EMPLOYER to be subject to a penalty, fine or additional tax liability, the Union and the Employer will meet promptly to bargain over alternative provisions.

ARTICLE XXII PERSONAL TIME OFF (PTO)

- 22.1. Amount Allowed. Full time employees shall earn personal time off according to the following schedule:

<u>Hours Accrued Per year</u>	
0 - 5 years	176 hours
5+ - 14 years	216 hours
15+	256 hours

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

- 22.2. Usage. Personal time off may be used as earned, subject to approval by the Department Head and City Manager of the time at which it may be taken.

In order to allow coordination of PTO with family and medical leave, employees seeking to take

PTO may be required to provide enough information about the purpose of the time off to allow a determination of whether the time will also qualify for family and medical leave. If the PTO also qualifies for family and medical leave, the employee must take both leaves simultaneously.

- 22.3. Terminal Leave. Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment, will be compensated for PTO accrued and unused to the date of separation, as per 20.7.
- 22.4. Waiver of Personal Time Off Prohibited. No employee is permitted to waive PTO for the purpose of receiving double compensation.
- 22.5. Procedure. To be eligible for PTO with pay, an employee shall report as soon as possible to his or her Department Head the need to take PTO and its estimated duration.
- 22.6. Workers Compensation. Employees are covered by the workers compensation laws of the State of Minnesota. In the event an employee is disabled and is entitled to workers compensation, the employee will keep any workers compensation payments received and eligible to receive a bi-weekly paycheck equal to 1/3 pay through the use of PTO benefits. In addition, the employee will be entitled to earn 1/3 of the amount of the PTO pay they would otherwise be entitled to during an absence from their employment. Employees receiving such workers compensation will be considered working for the purpose of accumulating additional PTO benefits.
- 22.7. Unused Personal Time Off Pay. An unused PTO pay policy is established subject to the following rules and regulations:
 - (a) The employee must be in good standing and give proper notice of termination in the case of resignation.
 - (b) Qualifying employees shall receive their accumulated personal time off up to a maximum as listed in the following schedule:

	<u>Maximum Payment</u>
0 - 3 years of service	½ of personal leave accrued
3 + years	480.0 hours
4 + years	528.0 hours
5 + years	600.0 hours

Employees hired after January 1, 2013

	<u>Maximum Payment</u>
0 - 3 years of service	150 hours of personal leave accrued
3 to 10 years	300 hours
10 to 15 years	400 hours
15 to 20 years	500 hours
20 plus years	600 hours

22.8 Health Retirement Savings Plan

100% of employee severance, up to the 600 hours maximum payout to the HCSP.

22.9 Donation of Personal Time Off to Employees with Serious Medical Problems.
Employees may voluntarily donate PTO time in hour increments, which can be converted to use by employees facing serious medical problems or extended time off due to serious medical problems and who have no accumulated PTO time or compensatory time available. The use of this donated PTO must be approved by the Department head and the City Manager and will be converted to the receiving employees paid hourly rate. This subdivision does not include temporary or seasonal positions or unionized employees who have a sick pool that is already established.

22.10 Maximum personal leave is 1,200 hours as of December 31 for all employees. Effective January 1, 2013, EMPLOYEES that currently exceed the personal leave maximum accrual limit of 1,200 hours will have one year to bring their personal leave account into compliance with the maximum accrual limits upon adoption of this contract. If the employee does not bring his/her personal leave account into compliance, the employee will lose the unused personal leave time that is not utilized. Employees hired prior to January 1, 1988 are exempt.

ARTICLE XXIII INJURY ON DUTY

23.1 **Definition:** An injury, illness or other disabling condition which prevents the EMPLOYEE from performing regularly assigned job duties and which was suffered or directly caused as a result of or in the course of, regular, assigned, job duties. The determination of whether the injury, illness or other disabling condition prevents the EMPLOYEE from performing regularly assigned job duties shall be made by licensed physician(s).

23.2 There shall be a ten-day (10) waiting period before the I.O.D. benefit commences during which the EMPLOYEE can use sick leave.

23.3 Starting the 11th through the 40th work day, the EMPLOYER will pay I.O.D. pay equal to regular salary (base).

23.4 Employees are covered by the worker's compensation laws of the state of Minnesota. In the event an employee is disabled and is entitled to worker's compensation, the employee will keep any worker's compensation payments received. In addition, the Employee will be entitled to receive $\frac{1}{2}$ of the amount of the sick leave pay they would otherwise be entitled to during an absence from their employment. Employees receiving such worker's compensation will be considered working for the purpose of accumulating $\frac{1}{3}$ of the additional sick leave benefits normally accrued by an Employee until the Employee's accrued sick leave is used up.

ARTICLE XXIV FUNERAL LEAVE

24.1 In the event of the death of an EMPLOYEE'S spouse, children, stepchildren, parents, brother or sister, or EMPLOYEE'S spouse's parents, the EMPLOYEE will be granted three (3) days of funeral leave with pay. In the event of the death of an EMPLOYEE'S grandparents, grandchild, or spouse's grandparent, grandchild, brother or sister, an EMPLOYEE will be granted one (1) day's funeral leave with pay.

ARTICLE XXV LEAVE OF ABSENCE

25.1 EMPLOYEES subpoenaed as witnesses, or called and selected for jury duty shall receive their regular compensation less jury pay. Mileage allowance not to be considered as jury pay. EMPLOYEES must report back to work if their jury duty or witness obligations allow them to do so within the scope of the regular work day hours.

25.2 The EMPLOYER will pay an EMPLOYEE full wages for a two-week military leave per year, which is not to exceed 15 days and in addition to any pay they receive for military training. The employee shall give the EMPLOYER a two-week notice prior to the military leave.

ARTICLE XXVI HOLIDAYS

26.1 All permanent and probationary EMPLOYEES shall observe the following twelve (12) paid holidays each year:

- 1) New Year's Day - January 1
- 2) Martin Luther King Day - the third Monday in January

- 3) Washington's and Lincoln's Birthday - the third Monday in February
- 4) Memorial Day - the last Monday in May
- 5) Juneteenth – June 19
- 6) Independence Day - July 4
- 7) Labor Day - the first Monday in September
- 8) Indigenous Peoples Day – 2nd Monday in October
- 9) Veteran's Day - November 11
- 10) Thanksgiving Day - the fourth Thursday in November
- 11) Friday following Thanksgiving Day
- 12) Christmas Day - December 25

When an above named holiday falls on a Sunday, it shall be observed on the following Monday. If such holiday falls on a Saturday, the preceding Friday is a holiday.

An EMPLOYEE required to work on a holiday shall receive pay at one and one-half (1½) times the base pay rate in addition to the regular holiday pay allotted.

ARTICLE XXVII RELIEF PERIODS

- 27.1 All EMPLOYEES will be allowed two (2) work relief periods a day not to exceed 15 minutes in the forenoon and 15 minutes in the afternoon.

ARTICLE XXVIII WAGES

- 28.1 Qualified EMPLOYEES will be paid the H.E.O. rate in whole hour increments for time worked on designated Heavy Equipment. However, EMPLOYEES must work at least 31 minutes in each and every given hour on said designated Heavy Equipment in order to be credited with a whole hour increment and thus the pay differential.
- 28.2 Qualified Employees will also be paid the H.E.O. rate in whole hour increments for time worked when spraying pesticides.
- 28.3 Qualified employees will be paid an additional \$1.00 per hour rate in whole hour increments for time worked inspecting City vehicles.
- 28.4 EMPLOYEES will be paid every two weeks on the alternate Fridays. When a holiday falls on a Friday pay day, employees will receive their pay checks on the preceding Thursday. When two (2) day holidays fall on the Friday pay day and the Thursday preceding the Friday pay day, employees will receive their pay checks on the preceding Wednesday.

ARTICLE XXIX EDUCATION/TRAINING

- 29.1 The EMPLOYER will budget \$4,000 per year in calendar year 2012 for the cost of tuition and books for job-related schools. The school, course work and expenses shall be first approved by the Department Head.
- 29.2 Upon completion of the North Hennepin Community College Public Works Certification Program, an EMPLOYEE will receive HEO pay provided the EMPLOYEE is at a minimum of Step E pay.
- 29.3 All employees will have the opportunity to attend Phase 1, Phase 2 and Phase 3 training at the Local Training Center. Prior approval must be received and money must be appropriated for the Training in the Department's annual Budget.

ARTICLE XXX CLOTHING ALLOWANCE

- 30.1 The Employer shall provide each employee with an annual clothing allowance of maximum of \$200 redeemable upon copy of receipt prior to December 31st of each year.

ARTICLE XXXI CENTRAL PENSION FUND

31.1 The City of St. Anthony agrees to participate in the Central Pension Fund of the International Union of Operating Engineers, and Participating Employers (Central Pension Fund) in accordance with the terms of the Restated Agreement and Declaration Trust of the Central Pension, the Plan of Benefits, and this Memorandum of Understanding.

- A. Minnesota Statute §356.24, subd. 1 (10) expressly authorizes the Employer to contribute public funds to the Central Pension Fund as a supplemental pension plan for the employees of a governmental subdivision who are covered by a collective bargaining agreement that provides for such coverage.
- B. Sections 4.1 of the Restated Agreement and Declaration of Trust to the Central Pension Fund and 13.01 of the Plan of Benefits only permits Employer Contributions to the Fund.
- C. The parties agree that the agreed upon Employer contribution amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the Employer will not be funded from any source unless agreed upon by the parties.
- D. The hourly contribution rate will be applied to every hour compensated (i.e. hours worked, vacation, holiday and sick time) except for overtime hours worked. The Employer shall remit this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016
- E. A contribution of \$2.00 per straight time hour worked prevents annual Central Pension Fund contributions on behalf of eligible employees from exceeding \$10,000.00 in a year and therefore, complies with the limitations set forth under Minnesota Statute § 356.24, Subd. 1 (10) as amended.
- F. For purposes of determining future wage rates the employer shall first restore the amount of the Employer contribution rate of \$2.00 per hour, then apply the applicable 1.5 wage multiplier then reduce the revised wage by the CPF contribution rate.
- G. For purposes of calculating overtime compensation the employer shall first restore the amount of the Employer contribution rate of \$2.00 per hour, then apply the applicable 1.5 wage multiplier then reduce the revised wage by the CPF contribution rate, required under the Fair Labor Standards Act and the collective bargaining agreement, then pay the resulting amount for overtime worked.
- H. The parties agree that the Public Employees Retirement Association interprets employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
- I. The parties agree to abide by the terms and conditions of the Restated Agreement and Declaration of Trust and the Plan of Benefits of the Central Pension Fund.
- J. Effective January 1, 2019, the contribution rate equals (\$2.00) per straight time hour worked/ straight time hour paid/ all hours compensated.
- K. Members by majority vote, may change the contribution rate at any time during the life of the Collective Bargaining Agreement. The Union and the Employer will work together to implement member approved changes as soon as practicable. Authorization to change the contribution rate shall be subject to approval of a majority vote of all employees and cannot be changed more than once per calendar year.

ARTICLE XXXII NON-DISCRIMINATION CLAUSE

32.1 The provisions of the Agreement shall be applied equally and without discrimination by the EMPLOYER and the UNION to all EMPLOYEES regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

ARTICLE XXXIII WAIVER

33.1 Any and all prior Agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

33.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXIV DURATION

31.1 This Agreement shall be effective on January 1, 2025 and shall remain in full force and effect until the 31st day of December, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 6th day of December, 2024.

FOR THE CITY OF ST. ANTHONY:

Wendy Webster
Mayor,
Wendy Webster

Charlie Yunker
City Manager,
Charlie Yunker

FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 49:

Ryan Davies
Business Manager, Ryan Davies
Jason A. George

Cory Bergerson
Area Business Representative,
Cory Bergerson

Jesse Wolfe
Steward,
Jesse Wolfe

APPENDIX A

WAGES

A. The following wage schedule will be in effect from the first payroll period in 2025 through the last payroll period in 2026.

<u>Title</u>	<u>2025</u>	<u>2026</u>
Maintenance Worker- Entry Level	\$28.10	\$28.95
Maintenance Worker- Step A	\$30.72	\$31.64
Maintenance Worker- Step B	\$31.71	\$32.66
Maintenance Worker- Step C	\$33.54	\$34.55
Maintenance Worker- Step D	\$35.36	\$36.42
Maintenance Worker- Step E	\$37.14	\$38.26
Water & Sewer	\$39.27	\$40.45
Maintenance Worker III (HEO)	\$38.62	\$39.78
Parks & Streets Crew Leader- Step A	\$39.33	\$40.51
Parks & Streets Crew Leader- Step B	\$40.54	\$41.75
Parks & Streets Crew Leader- Step C	\$41.74	\$42.99
Parks & Streets Crew Leader- Top Scale	\$43.19	\$44.49
Water & Sewer Crew Leader- Step A	\$40.70	\$41.92
Water & Sewer Crew Leader- Step B	\$41.94	\$43.19
Water & Sewer Crew Leader- Step C	\$43.16	\$44.45
Water & Sewer Crew Leader- Step Top Scale	\$44.32	\$45.65
Mechanic	\$43.27	\$44.57

B. All Employees classified as Maintenance Worker Entry - Step E will be eligible to receive Working out of Classification Pay as provided by Section C of this Appendix.

C. WORKING OUT OF CLASSIFICATION PAY

C-1 Employees required by the EMPLOYER and who are adjudged by the EMPLOYER to be qualified to operate the following items of equipment will be paid the MAINTENANCE III rate of pay for those hours assigned to the unit:

1. Motor Patrol
2. Front-end Loader (Mich. 45B) over 1.5 cu. yd.
3. Street Sweepers (Elgin, Pelican, Americana)
4. Sewer Jetters
5. Backhoe
6. High Ranger
7. Tree Inspector
8. 33,000 GVW Plow Truck with Wing (only when plowing snow)
9. Tar kettle/crack filling machine
10. Welding
11. Brush Chipper
12. Graco paint stripper/crosswalks
13. Playground inspection
14. Plow truck with a belly mount plow.
15. Skid Steer (only during snow removal)

16. Tool Cat (only during snow removal)
17. Any motorized vehicle used while conducting snow removal duties.

C-2 EMPLOYEES assigned by the EMPLOYER to Utility Operator will be paid the wage rate of the job classification to which the EMPLOYEE is assigned.

C-3 EMPLOYEES assigned by the Employer to perform Mechanic duties will be eligible to receive out of classification pay for hours assigned to those duties. The out of classification pay shall be the current mechanic contract rate.

Out of class work needs to be pre-assigned by the supervisor to be eligible for mechanic pay rate and the supervisor is solely responsible for determination of eligible work in compliance with this memo. Only when maintenance workers are assigned by their supervisor to perform vehicle and equipment repairs and only if it falls within the following qualifying parameters will it qualify for out of class mechanic pay for those assigned hours.

Qualifying work/tasks for out of class Mechanic Pay:

1. Mechanical repairs to vehicles and equipment
2. Preventative maintenance such as oil changes
3. Brake jobs
4. Repair welding of vehicles, trailers and equipment
5. Fabrication and welding for repair or modification of vehicles, trailers, and equipment
6. Performing engine repair or motor tune up work
7. Assisting mechanics with shop repair work orders
8. Hydraulic repair work
9. Repairs to drivetrain
10. Electrical troubleshooting
11. Work not qualifying for out of class mechanic pay:
 12. Daily operator maintenance and safety checks of vehicles and equipment
 13. Hooking and unhooking attachments to vehicles and equipment
 14. Operator required lubrication of equipment
 15. Checking and filing of fluids
 16. Changing of brooms and wear blades except certain difficult to change blades and brooms
 17. requiring mechanic level tools and expertise as determined by the Supervisor
 18. Changing or replacement of light bulbs and lenses where electrical troubleshooting is not required.
 19. CDL required daily inspections
 20. Other regular wear part replacement such as weed whip string, saw chain or blades

APPENDIX B

CITY OF ST. ANTHONY PUBLIC WORKS DEPARTMENT

MAINTENANCE WORKER

ENTRY LEVEL

Minimum Requirements:

- High School diploma, GED or equivalent
- Valid Minnesota Class C Driver's License
- Valid Minnesota Class B and Commercial Driver's License (CDL) within six months of the date of hire
- Ability to meet a minimum score of 70 percent on a mechanical aptitude test
- Successful completion of City's physical examination including drug testing, if required
- Ability to read, understand and follow written oral instructions including safety rules
- Ability to meet the physical demands of the job including but not limited to lifting, bending, climbing, reaching overhead, pushing and pulling
- Ability to perform job responsibilities in climactic extremes
- Demonstration of ability to operate City-owned equipment
- Ability to perform routine repair and maintenance tasks in the following areas:
 - Streets/storm sewer
 - Parks/forestry
 - Water/sewer
 - Building/equipment

STEP A

Minimum Requirements:

- Meets or exceeds all the minimum requirements of Public Works Maintenance II - Entry Level
- Minimum of one (1) year of experience in Maintenance II - Entry Level
- Ability to perform the following tasks:
 - Basic asphalt patching skills
 - Basic concrete repair
 - Vehicle/equipment routine maintenance
 - Basic custodial skills
- Qualified to operate:

Air compressors
Jackhammer
Cement mixer
Lawn mowers
Weed whips
Park tractors with attachments

MAINTENANCE WORKER

STEP B

Minimum Requirements:

- Meets or exceeds all the minimum requirements of Public Works Maintenance II - Step A
- Minimum of one (1) year experience at Step A
- Initiative in seeking and performing work
- Safe work practices/driving record
- Minimum tardiness/positive sick leave attitude
- Ability to perform:
 - Advanced asphalt patching skills
 - Snow plowing (1 ton truck and under)
 - Traffic sign maintenance (replacement)
 - Special event assistance
 - Turf mowing practices
 - Sidewalk snow plowing
 - Water meter reading
 - Familiarity with Step A equipment service
- Qualified to operate:
 - One-ton truck
 - Brush chipper
 - Asphalt roller (one ton)
 - 72" rotary mower
 - Bob cat
 - Michigan front-end loader

MAINTENANCE WORKER

STEP C

Minimum Requirements:

- Meets or exceeds all the minimum requirements of Public Works Maintenance II - Step B
- Minimum of one (1) year experience at Step B
- Ability to perform work without supervision
- Record keeping skills
- Ability to perform:
 - Snow plowing/sanding
 - Traffic striping
 - Tree service skills (trimming/takedown/stumps) and clean up
 - Landscape maintenance
 - Parks shelter/equipment/ball field/irrigation system maintenance basics
 - Storm Sewer Maintenance (CB cleaning, etc.)
- Qualified to operate:
 - Dump truck - 27,500 G.V.W. with plow
 - Paint striper
 - Tar kettle
 - Aerial bucket
 - Backhoe

MAINTENANCE WORKER

STEP D

Minimum Requirements:

- Meets or exceeds all the minimum requirements of Public Works Maintenance II - Step C
- Minimum of one (1) year experience at Step C
- Ability to supervise part-time and seasonal employees
- Advanced record keeping skills
- Sign shop experience
- Ability to perform:
 - Park light maintenance basics
 - Work site sign layout and traffic control
 - Water/sanitary sewer maintenance basics
 - Catch basin repair
- Qualified to operate:
 - 33,000 G.V.W. with plow and wing
 - Grader

Oiler/distributor
Sweeper

MAINTENANCE WORKER

STEP E

Minimum Requirements:

- Meets or exceeds all the minimum requirements of Public Works Maintenance II - Step D
- Minimum of one (1) year experience at Step D
- Ability to lead a three (3)-person crew
- Ability to perform all duties related to assigned division
- Qualified to operate all equipment required to perform assigned duties

MAINTENANCE III

MECHANIC AND WATER/SEWER DIVISIONS

Minimum Requirements:

- Meets or exceeds all the minimum requirements of Public Works Maintenance II
- Ability to supervise a work crew
- Ability to assist in the training of division employees
- Ability to maintain all division records as required

Divisions:

Mechanic Ability to repair and maintain all City equipment

Water/Sewer Ability to operate and maintain all water and sewer facilities and equipment; including televising equipment, sewer rodger and backhoe; must have Minnesota Class B water and Class C sewer licenses

MOVEMENT THROUGH THE SYSTEM:

- A. Public Works Director and Supervisor conduct evaluation with checklist to determine whether or not an individual is qualified to move to the next appropriate step and then so inform the employee.
- B. If employee disagrees with decision with justification, the employee should contact the Assistant to the City Manager/Management Assistant.
- C. The Assistant to the City Manager/Management Assistant will examine both sides and make a recommendation to the City Manager who in turn will make a determination.
- D. The employee may also utilize the formal grievance procedure included in the Public Works

Labor Agreement.

*When placing new hires at step within this plan, previous applicable experience will be taken into consideration so that new employees are properly placed.

ATTACHMENT A

City of St Anthony 2025 Premium and Employer Contributions				
2025				
	Plan	Coverage	Health Insurance Premium	City-HSA Contribution (monthly)
\$30 Co-Pay Plan (Covers 100%)	Open Access	Single	1,276.50	-
		EE & Spouse	2,681.00	-
		EE & Children	2,553.50	-
		Family	3,319.50	-
3300 HSA Plan	Perform	Single	1,251.00	-
		EE & Spouse	2,627.50	-
		EE & Children	2,502.50	-
		Family	3,253.00	-
5000 HSA Plan	Achieve	Single	1,200.00	-
		EE & Spouse	2,520.00	-
		EE & Children	2,400.50	-
		Family	3,120.50	-
Opt-out	Open Access	Single	958.00	275.00
		EE & Spouse	2,012.50	-
		EE & Children	1,917.00	-
		Family	2,492.00	-
	Perform	Single	939.00	275.00
		EE & Spouse	1,972.50	-
		EE & Children	1,878.50	-
		Family	2,442.00	-
	Achieve	Single	900.50	275.00
		EE & Spouse	1,892.00	-
		EE & Children	1,802.00	-
		Family	2,342.50	-
Opt-out	Open Access	Single	869.00	275.00
		EE & Spouse	1,826.00	-
		EE & Children	1,739.00	-
		Family	2,260.50	-
	Perform	Single	851.50	275.00
		EE & Spouse	1,789.50	-
		EE & Children	1,704.00	-
		Family	2,215.50	-
	Achieve	Single	817.00	275.00
		EE & Spouse	1,716.50	-
		EE & Children	1,634.50	-
		Family	2,125.00	-

Staff opting-out must provide reasonable evidence that the employee and all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the taxable year has coverage in place

