

REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, JANUARY 7, 2020 7 p.m.
AGENDA

- 1 CALL TO ORDER/ROLL CALL
- 2 MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
- 3 APPROVAL OF AGENDA
- 4 PUBLIC COMMENT

Those wishing to speak must state their name and address for the record after they reach the podium. Each person will have three (3) minutes to make his/her remarks. Speakers will address all comments to the City Council as a whole and not one individual councilmember. The Council may not take action on an item presented during the Public Comment period, unless the item is already on the agenda for action. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow up.

- 5 REQUESTS AND PRESENTATIONS
- 6 CONSENT AGENDA
 - A. Minutes –Regular City Council Meeting December 17, 2019
 - B. Payroll & Expenditures
 - C. Resolution 20-01: Limited Use Permit with MNDOT
 - D. Resolution 20-02: Feasibility Study for 2020 Reconstruction Project
 - E. Resolution 20-03: Tort Liability Limits
 - F. Resolution 20-04: Designation of City Depositories
 - G. Approval of Contract Payment: APX Construction
 - H. Approval of LELS Contract 2020-2022
 - I. Approval of IBEU Contract 2020-2022
- 7 ACTION AGENDA
 - A. Appoint Mayor Pro Tem
- 8 REPORTS
 - A. City Manager’s Report
 - B. Commission Reports
- 9 ANNOUNCEMENTS
- 10 ADJOURNMENT

MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, DECEMBER 17, 2019

6A

CALL TO ORDER/ROLL CALL

- 1 The regular Waseca City Council meeting was called to order by Mayor Srp at 7:00 p.m.

Councilmembers Present: Jeremy Conrath
 Mark Christiansen Larry Johnson
 Roy Srp Les Tlougan
 Allan Rose

Councilmembers Absent: Darren Arndt

Staff Present: Lee Mattson, City Manager
 Alicia Fischer, Finance Director
 Mike Anderson, Assistant to the City Manager

Residents Present: James Christiansen

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

- 2 A moment of silence was observed. The Pledge of Allegiance to the Flag was recited.

APPROVAL OF AGENDA

- 3 It was moved by Conrath, seconded by Tlougan, to approve the agenda as presented. Motion carried 6-0.

PUBLIC COMMENT

- 4 Resident James Christiansen approached the Council with comments regarding hosting a combined Truth in Taxation meeting with the School District and County in the future.

5 **REQUESTS AND PRESENTATIONS**

CONSENT AGENDA

- 6 Motion was made by Christiansen, seconded by Rose to approve the consent agenda. Motion carried 6-0 and contained the following items:
- A. Minutes- Regular City Council Meeting & WS December 3, 2019
 - B. Payroll & Expenditures
 - C. Approval of Contract Payments: Heselton Construction
 - D. Approval of Change Order Requests: 3rd Street Project
 - E. Resolution 19-60: Decertify TIF #24
 - F. Resolution 19-61: Approval of off-site gambling – Sleigh & Cutter Festival 2020
 - G. Lead for America/Lead for MN – City Hall Lease Agreement

ACTION AGENDA

7A Adopting the 2020 General Fund & Utility Budgets

The City Manager informed Council that Resolution 19-57 reflected the 7.5% increase to the 2020 Levy that was discussed and presented to them at the December 3, 2019 meeting.

Motion was made by Christiansen, seconded by Tloughan to approve Resolution 19-57. Motion carried 6-0.

The City Manager informed Council that Resolution 19-58 was for the 2020 annual City budget along with the enterprise budgets that were submitted by the City Manager for Council review.

Motion was made by Tloughan, seconded by Conrath to approve Resolution 19-58. Motion carried 6-0.

7B Resolution 19-59: Adopting 2020 EDA Levy

The 2020 EDA Levy was presented to the Council in the amount of \$88,471.

Motion was made by Conrath, seconded by Srp to approve Resolution 19-59. Motion carried 6-0.

7C Resolution 19-43: Kritzer Variance

The Kritzer Variance held a Public Hearing at the Planning Commission meeting on September 10, 2019. The Planning Commission recommended approval to the City Council once all documents were received by the City. Now that the City has received those documents, Staff is recommending approval to split the Kritzer property through the minor subdivision process.

Motion was made by Conrath, seconded by Rose to approve Resolution 19-43. Motion carried 6-0.

7D Airport Board Composition

This item was tabled until the Airport Board is given a chance to review the request.

Motion was made by Conrath, seconded by Srp to table this item until a future meeting. Motion carried 6-0.

REPORTS

8 City Manager's Report

- City Crews have sealed some manhole covers for the winter to provide smooth driving surfaces.
- There were 195 loads of leaves hauled to the landfill in 2019.
- Denise Seberson began working for the City on 12/16/19.
- The EDA approved a loan for Southside Marine which will be closing in January.
- Applications for the Recovery Coordinator are coming in.

8B **Commission Reports**

- EDA: Johnson, Srp
 - Russ Weir is retiring; there will be an opening on the EDA in February.
 - Southside Marine is closing in January.
 - Funding for the EDA was approved earlier tonight.
- Fire Relief: Conrath
 - December meeting was cancelled.
 - By laws are being reviewed by the City Attorney.
- Discover Waseca Tourism: Conrath
 - Had a tourism assessment with the U of M and learned how to best use marketing funds.
 - Were updated on the upcoming Sleigh & Cutter Festival.
 - "Only MN" sign will be going up by Clear Lake.
 - Holiday Train was great.
 - Applauded the Downtown businesses for their façade decorating.

ANNOUNCEMENTS

- 9 City Council wished everyone a Merry Christmas and Happy New Year.

Srp – Governor Walz was in town, they met at the Trio Coffee, Wine, and Ale House. They also visited Barden's Bar, Four Seasons & the High School. There was great discussion and everyone enjoyed themselves.

ADJOURNMENT

- 10 There being no further business to be brought before the Council, it was moved by Tlougan, seconded by Conrath, to adjourn the meeting at 8:33 p.m.; the motion carried 6-0.

R.D. SRP
MAYOR

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER



6B

LIST OF EXPENDITURES

January 8, 2020



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Econ Development	<u>5,215.48</u>	
Total Gross Payroll	5,215.48	
*Less- Payroll Deductions	<u>(1,649.95)</u>	
Net Payroll Cost		\$ 3,565.53

*These costs are included in Accounts Payable totals below

Accounts Payable

Expenditures dated:
December 5, 2019-January 3, 2019

Bank ACH Withdrawals.....	<u>50,860.11</u>
GRAND TOTAL EXPENDITURES	<u>\$ 54,425.64</u>

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
12/31/2019	121924	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 12/15/201	101-21701-0000	19,155.24	M
01/03/2020	12007	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 12/29/201	101-21701-0000	18,856.65	M
Total 101217010000:					38,011.89	
12/31/2019	121919	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 12/15/2019	101-21702-0000	8,609.94	M
01/03/2020	12003	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 12/29/2019	101-21702-0000	8,489.42	M
Total 101217020000:					17,099.36	
12/31/2019	121924	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/15/2019	101-21703-0000	7,833.39	M
12/31/2019	121924	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/15/2019	101-21703-0000	7,833.39	M
01/03/2020	12007	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/29/2019	101-21703-0000	7,849.27	M
01/03/2020	12007	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 12/29/2019	101-21703-0000	7,849.27	M
Total 101217030000:					31,365.32	
12/31/2019	121921	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 12/15/2019	101-21704-0000	1,253.07	M
12/31/2019	121921	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 12/15/20	101-21704-0000	8,144.86	M
12/31/2019	121921	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 12/15/2019	101-21704-0000	6,864.63	M
12/31/2019	121921	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 12/15/2019	101-21704-0000	88.05	M
12/31/2019	121921	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 12/15/20	101-21704-0000	8,144.86	M
12/31/2019	121921	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 12/15/2019	101-21704-0000	10,296.92	M
12/31/2019	121921	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 12/15/2019	101-21704-0000	88.05	M
01/03/2020	12004	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 12/29/2019	101-21704-0000	1,280.66	M
01/03/2020	12004	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 12/29/20	101-21704-0000	8,324.21	M
01/03/2020	12004	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 12/29/2019	101-21704-0000	7,410.90	M
01/03/2020	12004	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 12/29/20	101-21704-0000	8,324.21	M
01/03/2020	12004	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 12/29/2019	101-21704-0000	11,116.37	M
Total 101217040000:					71,336.79	
01/03/2020	154528	IBEW	IBEW UNION DUES Pay Period: 12/29/2019	101-21707-0000	319.28	
01/03/2020	154531	IUOE Local #70	FIRE UNION DUES Pay Period: 12/29/2019	101-21707-0000	128.28	
01/03/2020	154531	IUOE Local #70	IUOE UNION DUES Pay Period: 12/29/2019	101-21707-0000	649.08	
01/03/2020	154535	Law Enforcement Labor Services	POLICE UNION DUES Pay Period: 12/29/2019	101-21707-0000	744.00	
Total 101217070000:					1,840.64	
01/03/2020	20200022	Greater Mankato Area United Way	UNITED WAY Pay Period: 12/15/2019	101-21708-0000	15.00	
01/03/2020	20200022	Greater Mankato Area United Way	UNITED WAY Pay Period: 12/29/2019	101-21708-0000	105.00	
Total 101217080000:					120.00	
01/03/2020	154554	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 12/15/2019	101-21711-0000	208.00	
Total 101217110000:					208.00	
12/31/2019	121924	ACH Internal Revenue Service	MEDICARE Pay Period: 12/15/2019	101-21712-0000	2,695.15	M
12/31/2019	121924	ACH Internal Revenue Service	MEDICARE Pay Period: 12/15/2019	101-21712-0000	2,695.15	M
01/03/2020	12007	ACH Internal Revenue Service	MEDICARE Pay Period: 12/29/2019	101-21712-0000	2,667.26	M
01/03/2020	12007	ACH Internal Revenue Service	MEDICARE Pay Period: 12/29/2019	101-21712-0000	2,667.26	M
Total 101217120000:					10,724.82	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
12/31/2019	121925	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 12/15/2019	101-21713-0000	835.00	M
12/31/2019	121925	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 12/15/2019	101-21713-0000	495.00	M
01/03/2020	12009	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 12/29/2019	101-21713-0000	850.00	M
01/03/2020	12009	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 12/29/2019	101-21713-0000	495.00	M
Total 101217130000:					2,675.00	
12/31/2019	121929	Vantagepoint Transfer Agents 457	Correct ICMA Wire	101-21714-0000	100.00	M
12/31/2019	121923	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 12/15/2019	101-21714-0000	415.00	M
01/03/2020	12006	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 12/29/2019	101-21714-0000	415.00	M
Total 101217140000:					930.00	
12/31/2019	121920	AFLAC	AFLAC AFTER TAX Pay Period: 12/1/2019	101-21715-0000	289.38	M
12/31/2019	121920	AFLAC	AFLAC PRE TAX Pay Period: 12/1/2019	101-21715-0000	630.15	M
12/31/2019	121920	AFLAC	AFLAC AFTER TAX Pay Period: 12/15/2019	101-21715-0000	289.38	M
12/31/2019	121920	AFLAC	AFLAC PRE TAX Pay Period: 12/15/2019	101-21715-0000	630.15	M
Total 101217150000:					1,839.06	
12/31/2019	121928	Further	Flex/HSA Reimbursement	101-21716-0000	773.00	M
01/03/2020	121930	Further	Flex/HSA Reimbursement	101-21716-0000	425.29	M
12/31/2019	121926	Further	HSA DEDUCTION Pay Period: 12/15/2019	101-21716-0000	442.84	M
01/03/2020	12010	Further	HSA DEDUCTION Pay Period: 12/29/2019	101-21716-0000	380.28	M
Total 101217160000:					2,021.41	
12/31/2019	121922	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 12/15/2019	101-21717-0000	1,220.57	M
01/03/2020	12005	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 12/29/2019	101-21717-0000	1,220.57	M
Total 101217170000:					2,441.14	
01/03/2020	12008	Delta Dental	DENTAL EE + SPOUSE Pay Period: 12/29/2019	101-21719-0000	416.15	M
01/03/2020	12008	Delta Dental	DENTAL SINGLE Employee Pay Period: 12/29/2019	101-21719-0000	493.00	M
01/03/2020	12008	Delta Dental	DENTAL FAMILY Employee Pay Period: 12/29/2019	101-21719-0000	1,254.00	M
01/03/2020	12008	Delta Dental	cobra	101-21719-0000	29.00	M
01/03/2020	12008	Delta Dental	Girtler adjustment	101-21719-0000	58.00	M
01/03/2020	12008	Delta Dental	Wellman adjustment	101-21719-0000	29.00-	M
Total 101217190000:					2,221.15	
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 12/1/2019	101-21720-0000	2,951.20	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 12/1/2019	101-21720-0000	11,804.80	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS High Ded SINGLE Pay Period: 12/1/2019	101-21720-0000	8,912.00	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS 3375 Ded SINGLE Pay Period: 12/1/2019	101-21720-0000	3,437.50	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 12/1/2019	101-21720-0000	1,381.10	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	Cobra	101-21720-0000	625.00	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 12/1/2019	101-21720-0000	5,524.40	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	Timlin	101-21720-0000	1,973.00	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	Schroeder	101-21720-0000	1,114.00-	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	Krause	101-21720-0000	625.00	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 12/15/2019	101-21720-0000	2,951.20	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS High Ded FAMILY Pay Period: 12/15/2019	101-21720-0000	11,804.80	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS High Ded SINGLE Pay Period: 12/15/2019	101-21720-0000	8,912.00	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS 3375 Ded SINGLE Pay Period: 12/15/2019	101-21720-0000	3,437.50	M
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 12/15/2019	101-21720-0000	1,381.10	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
12/31/2019	121918	Blue Cross & Blue Shield of MN	BCBS 3375 Ded FAMILY Pay Period: 12/15/2019	101-21720-0000	5,524.40	M
Total 101217200000:					70,131.00	
01/03/2020	154578	Waseca Rural Fire	refund of accidental receipted charges	101-36231-0000	1,000.00	
Total 101362310000:					1,000.00	
01/03/2020	20200034	Rose, Al	Technology Reimbursement	101-41110-3200	107.85	
Total 101411103200:					107.85	
01/03/2020	154517	Coalition of Greater MN Cities	2020 General Dues Assessment	101-41110-4330	15,050.00	
01/03/2020	154536	League of MN Cities	2020 dues	101-41110-4330	9,071.00	
Total 101411104330:					24,121.00	
01/03/2020	20200017	Discover Waseca Tourism	November Lodging Tax	101-41110-4440	1,997.87	
Total 101411104440:					1,997.87	
01/03/2020	20200012	Cady Business Technologies Inc	New Phone - RC Position	101-41320-2000	270.80	
Total 101413202000:					270.80	
01/03/2020	20200013	Carlson, Debbie	Christmas Decorations for City Hall	101-41320-2170	166.18	
Total 101413202170:					166.18	
01/03/2020	154560	Shred-it USA LLC	Shredding Service	101-41320-3100	32.28	
Total 101413203100:					32.28	
01/03/2020	20200036	Sandholm, Gary	Mileage reimbursement	101-41320-3350	761.83	
Total 101413203350:					761.83	
01/03/2020	154529	International Econ Development Council	Recovery coordinator advertisement	101-41320-3400	425.00	
01/03/2020	154542	Mid America EDC	Job Posting	101-41320-3400	75.00	
01/03/2020	154553	National Assc of development Organizati	Recovery Coordinator announcement	101-41320-3400	300.00	
Total 101413203400:					800.00	
01/03/2020	154514	Cintas Corporation	First aid cabinet supplies	101-41320-4940	42.35	
01/03/2020	154514	Cintas Corporation	First aid cabinet supplies	101-41320-4940	62.14	
01/03/2020	154514	Cintas Corporation	first aid cabinet	101-41320-4940	94.18	
01/03/2020	154514	Cintas Corporation	First aid cabinet	101-41320-4940	18.40	
01/03/2020	154514	Cintas Corporation	First aid cabinet supplies	101-41320-4940	34.11	
01/03/2020	154561	South Central College	Safety Program	101-41320-4940	1,260.00	
Total 101413204940:					1,511.18	
01/03/2020	20200001	A. H. Hermel Company	Pop for vending machine	101-41320-4945	30.55	
Total 101413204945:					30.55	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
12/31/2019	121927	Further	Admin Fees Flex/HSA	101-41500-1600	209.45	M
Total 101415001600:					209.45	
01/03/2020	20200027	Innovative Office Supply	Office Supplies	101-41500-2000	10.88	
01/03/2020	20200027	Innovative Office Supply	Office supplies	101-41500-2000	80.03	
01/03/2020	154556	PTM Document Systems	2019 Tax forms	101-41500-2000	74.17	
Total 101415002000:					165.08	
01/03/2020	20200027	Innovative Office Supply	Wellness-ergonomics	101-41500-2200	70.20	
01/03/2020	20200027	Innovative Office Supply	Eronomic requests-Wellness	101-41500-2200	362.95	
Total 101415002200:					433.15	
01/03/2020	20200002	Abdo Eick & Meyers LLP	2019 Audit Services	101-41500-3000	7,000.00	
Total 101415003000:					7,000.00	
01/03/2020	154525	Government Finance Officers Associatio	2020 Membership renewal	101-41500-4330	170.00	
Total 101415004330:					170.00	
01/03/2020	20200021	Flaherty & Hood PA	November Legal Services	101-41600-3000	1,215.00	
Total 101416003000:					1,215.00	
01/03/2020	154504	American Legal Publishing Corporation	2020 Code Renewal	101-41600-3100	495.00	
Total 101416003100:					495.00	
01/03/2020	20200008	Benning, Bill	New Payment Terminal for Payroll/Admin Clerk	101-41920-2050	350.00	
01/03/2020	20200033	Pantheon Computer Systems Inc.	New computer for City Clerk	101-41920-2050	1,072.95	
01/03/2020	20200033	Pantheon Computer Systems Inc.	Software	101-41920-2050	687.00	
01/03/2020	20200033	Pantheon Computer Systems Inc.	Battery Backup-Benson	101-41920-2050	84.95	
01/03/2020	20200033	Pantheon Computer Systems Inc.	Switch for City Hall	101-41920-2050	129.00	
Total 101419202050:					2,323.90	
01/03/2020	20200033	Pantheon Computer Systems Inc.	2020 Maintenance Agreement-Jan	101-41920-3100	6,378.75	
Total 101419203100:					6,378.75	
01/03/2020	20200018	DLT Solutions LLC	2020 Auto Cad Subscription Renewal	101-41920-4950	2,107.00	
Total 101419204950:					2,107.00	
01/03/2020	20200027	Innovative Office Supply	Office Supplies	101-41940-2000	1,105.47	
01/03/2020	20200027	Innovative Office Supply	Office supplies	101-41940-2000	53.74	
01/03/2020	20200027	Innovative Office Supply	Office supplies	101-41940-2000	37.39	
Total 101419402000:					1,196.60	
01/03/2020	20200001	A. H. Hermel Company	Coffee for break room	101-41940-2170	151.59	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419402170:					151.59
01/03/2020	20200012	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
01/03/2020	154513	Cintas Corporation	Floor Mat	101-41940-3100	84.24
01/03/2020	20200016	Culligan	RO Lease	101-41940-3100	28.95
01/03/2020	154555	Orkin Pest Control	Pest Control City Hall	101-41940-3100	93.29
01/03/2020	20200046	Waste Management of Southern MN	Novmeber Service	101-41940-3100	181.44
Total 101419403100:					650.54
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-41940-3200	179.59
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-41940-3200	81.96
Total 101419403200:					261.55
01/03/2020	154512	Centerpoint Energy	Monthly Billing	101-41940-3800	603.35
Total 101419403800:					603.35
01/03/2020	20200009	Bomgaars Supply	Parts & Supplies	101-41940-4000	14.97
Total 101419404000:					14.97
01/03/2020	20200047	WSB & Associates Inc	November Planning Services	101-41950-3000	1,293.00
Total 101419503000:					1,293.00
01/03/2020	20200027	Innovative Office Supply	Office Supplies	101-42100-2000	103.82
01/03/2020	20200027	Innovative Office Supply	Office supplies	101-42100-2000	43.80
Total 101421002000:					147.62
01/03/2020	154557	Red Feather Paper Company	Janitor supplies	101-42100-2170	60.55
Total 101421002170:					60.55
01/03/2020	20200011	Brass, Brent	Uniform Allowance	101-42100-2180	40.00
01/03/2020	20200023	Grotberg, Angie	Uniform Allowance	101-42100-2180	41.94
01/03/2020	20200026	Hartle, Courtney	Uniform Allowance	101-42100-2180	247.49
01/03/2020	20200039	Streicher's	uniform expense	101-42100-2180	548.42
01/03/2020	20200039	Streicher's	uniform expense	101-42100-2180	180.97
01/03/2020	20200039	Streicher's	Uniform expense	101-42100-2180	203.97
01/03/2020	20200039	Streicher's	uniform expense	101-42100-2180	139.00
01/03/2020	20200039	Streicher's	uniform expense	101-42100-2180	889.86
Total 101421002180:					2,291.65
01/03/2020	20200041	Thornhill, Lawrence E.	car detailing	101-42100-2220	28.00
Total 101421002220:					28.00
01/03/2020	154523	First-Citizens Bank	Charges related to Case# 2019-7403	101-42100-3000	17.88
01/03/2020	154523	First-Citizens Bank	Charges related to Case # 2019-8064	101-42100-3000	50.83
01/03/2020	154574	Waseca Clarks Grove Vet Clinic LLP	Vet services	101-42100-3000	106.43

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101421003000:					175.14
01/03/2020	154513	Cintas Corporation	Floor Mats	101-42100-3100	14.29
01/03/2020	154513	Cintas Corporation	Floor Mats	101-42100-3100	14.29
01/03/2020	154513	Cintas Corporation	Floor Mats	101-42100-3100	14.29
01/03/2020	20200016	Culligan	Culligan	101-42100-3100	29.95
01/03/2020	154537	Lexipol LLC	2020 Subscription	101-42100-3100	5,760.00
01/03/2020	154560	Shred-it USA LLC	Shredding Service	101-42100-3100	32.28
01/03/2020	20200046	Waste Management of Southern MN	Novmeber Service	101-42100-3100	57.54
Total 101421003100:					5,922.64
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-42100-3200	179.59
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-42100-3200	256.74
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-42100-3200	24.82
01/03/2020	154572	Verizon Wireless	Monthly Billing	101-42100-3200	970.00
01/03/2020	154572	Verizon Wireless	Monthly Billing	101-42100-3200	42.87
Total 101421003200:					1,474.02
01/03/2020	154559	Scott Merriman Inc	Citations	101-42100-3500	567.00
Total 101421003500:					567.00
01/03/2020	154512	Centerpoint Energy	Monthly Billing	101-42100-3800	472.03
Total 101421003800:					472.03
01/03/2020	154543	Mid-States Organized Crime Info Center	2020 Membership Dues	101-42100-4330	150.00
01/03/2020	154544	MN Chiefs of Police Association	2020 membership renewal	101-42100-4330	351.00
Total 101421004330:					501.00
01/03/2020	154508	Canine Central	4th Qtr Services	101-42150-3100	3,300.00
Total 101421503100:					3,300.00
01/03/2020	20200014	Central Fire Protection Inc.	Extinguisher supplies	101-42200-2160	367.90
Total 101422002160:					367.90
01/03/2020	154524	Gall's LLC	Uniform Allowance	101-42200-2180	312.87
01/03/2020	20200031	Municipal Emergency Services Inc.	Uniforms	101-42200-2180	18.00
01/03/2020	20200039	Streicher's	credit for uniforms	101-42200-2180	67.49-
Total 101422002180:					263.38
01/03/2020	154576	Waseca County Sheriff's Office	Pagers	101-42200-2410	3,808.00
Total 101422002410:					3,808.00
01/03/2020	154513	Cintas Corporation	Floor Mats	101-42200-3100	14.29
01/03/2020	154513	Cintas Corporation	Floor Mats	101-42200-3100	14.29
01/03/2020	154513	Cintas Corporation	Floor Mats	101-42200-3100	14.29
01/03/2020	154541	Med Compass	Fire Fit and Medical Testing	101-42200-3100	4,340.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
01/03/2020	20200046	Waste Management of Southern MN	Novmeber Service	101-42200-3100	57.54
Total 101422003100:					4,440.41
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-42200-3200	24.82
01/03/2020	154572	Verizon Wireless	Monthly Billing	101-42200-3200	47.87
Total 101422003200:					72.69
01/03/2020	154547	MN Fire Service Certification Board	Retest Fees	101-42200-3310	75.00
Total 101422003310:					75.00
01/03/2020	154512	Centerpoint Energy	Monthly Billing	101-42200-3800	472.03
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-42200-3800	26.57
Total 101422003800:					498.60
01/03/2020	154506	Ancom Communications Inc	Radio batteries	101-42200-4000	2,698.00
Total 101422004000:					2,698.00
01/03/2020	154550	MN State Fire Department Association	2020 Dues	101-42200-4330	375.00
01/03/2020	154552	MN Valley Regional Firefighters Assn	2020 dues	101-42200-4330	100.00
01/03/2020	154573	Volunteer Firefighters Benefit Assn	Annual Renewal	101-42200-4330	595.00
Total 101422004330:					1,070.00
01/03/2020	154541	Med Compass	Annual hearing test	101-42200-4940	44.32
Total 101422004940:					44.32
01/03/2020	20200015	City Building Inspection Services LLC	building inpections	101-42400-3000	4,841.33
01/03/2020	154516	City of Waseca	Petty cash reimb	101-42400-3000	20.00
Total 101424003000:					4,861.33
01/03/2020	154516	City of Waseca	Petty cash reimb	101-42400-3100	8.00
Total 101424003100:					8.00
01/03/2020	154572	Verizon Wireless	Monthly Billing	101-42400-3200	25.39
Total 101424003200:					25.39
01/03/2020	154516	City of Waseca	Petty cash reimb	101-42400-3300	5.40
Total 101424003300:					5.40
01/03/2020	154545	MN Department of Health	2020 renewal	101-43000-3100	2,000.00
Total 101430003100:					2,000.00
01/03/2020	121931	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	67.49 M
01/03/2020	154572	Verizon Wireless	Monthly Billing	101-43000-3200	42.87

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101430003200:					110.36
01/03/2020	154541	Med Compass	Annual hearing test	101-43000-4940	59.10
Total 101430004940:					59.10
01/03/2020	20200007	Batteries Plus Bulbs	Batteries	101-43100-2170	128.95
01/03/2020	20200009	Bomgaars Supply	Parts & Supplies	101-43100-2170	99.92
01/03/2020	154511	CCP Industries Inc.	hand towels	101-43100-2170	147.47
01/03/2020	20200016	Culligan	Culligan Water	101-43100-2170	18.75
01/03/2020	154575	Waseca County Landfill	disposal	101-43100-2170	298.29
01/03/2020	154575	Waseca County Landfill	disposal	101-43100-2170	110.19
01/03/2020	154575	Waseca County Landfill	disposal	101-43100-2170	22.50
Total 101431002170:					826.07
01/03/2020	20200003	AmeriPride Services Inc	uniform-service	101-43100-2180	261.28
01/03/2020	20200003	AmeriPride Services Inc	uniform-service	101-43100-2180	193.17
01/03/2020	20200003	AmeriPride Services Inc	uniform srvice	101-43100-2180	219.82
01/03/2020	20200003	AmeriPride Services Inc	uniform srvice	101-43100-2180	195.08
01/03/2020	20200003	AmeriPride Services Inc	uniform-service	101-43100-2180	45.60-
01/03/2020	20200003	AmeriPride Services Inc	Credit from	101-43100-2180	33.96-
Total 101431002180:					789.79
01/03/2020	20200046	Waste Management of Southern MN	Novmeber Service	101-43100-3100	158.10
Total 101431003100:					158.10
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-43100-3200	26.57
Total 101431003200:					26.57
01/03/2020	154512	Centerpoint Energy	Monthly Billing	101-43100-3800	868.78
Total 101431003800:					868.78
01/03/2020	154541	Med Compass	Annual hearing test	101-43100-4940	143.17
Total 101431004940:					143.17
01/03/2020	20200024	H & J Fuel Inc	dyed fuel	101-43125-2120	1,851.75
Total 101431252120:					1,851.75
01/03/2020	154510	Cargill Inc. - Salt Division	Road Salt	101-43125-2170	4,935.63
01/03/2020	154510	Cargill Inc. - Salt Division	road salt	101-43125-2170	4,922.67
Total 101431252170:					9,858.30
01/03/2020	154522	Ferguson Enterprises Inc	Shower Fixtures	101-45130-2210	177.27
Total 101451302210:					177.27
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-45130-3200	158.63

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451303200:					158.63
01/03/2020	154516	City of Waseca	Petty cash reimb	101-45130-3300	9.68
Total 101451303300:					9.68
01/03/2020	154516	City of Waseca	Petty cash reimb	101-45130-3350	19.00
Total 101451303350:					19.00
01/03/2020	154512	Centerpoint Energy	Monthly Billing	101-45130-3800	241.79
Total 101451303800:					241.79
01/03/2020	154548	MN Recreation & Park Association	2020 renewal	101-45130-4330	300.00
01/03/2020	154548	MN Recreation & Park Association	Annual Luncheon	101-45130-4330	39.00
01/03/2020	154562	Southern MN Recreation & Park	2020 Membership renewal	101-45130-4330	15.00
Total 101451304330:					354.00
01/03/2020	154541	Med Compass	Annual hearing test	101-45130-4940	39.78
Total 101451304940:					39.78
01/03/2020	154540	McClune's Tree Service	Tree and stump removal	101-45200-3100	450.00
01/03/2020	154575	Waseca County Landfill	Landfill Fees - Brush	101-45200-3100	120.00
Total 101452003100:					570.00
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-45200-3200	23.07
Total 101452003200:					23.07
01/03/2020	154512	Centerpoint Energy	Monthly Billing	101-45200-3800	248.58
01/03/2020	154512	Centerpoint Energy	Monthly Billing	101-45200-3800	24.83
Total 101452003800:					273.41
01/03/2020	20200042	Timm's Trucking Inc.	black dirt	101-45200-4000	42.38
01/03/2020	20200042	Timm's Trucking Inc.	black dirt	101-45200-4000	191.25
Total 101452004000:					233.63
01/03/2020	154548	MN Recreation & Park Association	2020 renewal	101-45200-4330	300.00
01/03/2020	154562	Southern MN Recreation & Park	2020 Membership renewal	101-45200-4330	15.00
Total 101452004330:					315.00
01/03/2020	154541	Med Compass	Annual hearing test	101-45200-4940	59.10
01/03/2020	154541	Med Compass	Annual hearing test	101-45200-4940	256.79
Total 101452004940:					315.89
01/03/2020	154555	Orkin Pest Control	Library-Pest control	101-45500-3100	69.00
01/03/2020	154555	Orkin Pest Control	Library-Pest control	101-45500-3100	69.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
01/03/2020	20200038	ServiceMaster of Mankato/Waseca	Additional Cleaning	101-45500-3100	50.00
Total 101455003100:					188.00
01/03/2020	154512	Centerpoint Energy	Monthly Billing	101-45500-3800	438.33
01/03/2020	154518	Consolidated Communications	Monthly Billing	101-45500-3800	53.88
Total 101455003800:					492.21
Total General Fund:					361,715.47
Waseca Village TIF					
01/03/2020	154577	Waseca County Treasurer	Excess TIF - #24 Decertification	224-46670-4800	11,320.00
Total 224466704800:					11,320.00
Total Waseca Village TIF:					11,320.00
Airport					
01/03/2020	154539	Martin's Flag Co Inc	Flags	230-49810-2170	395.55
Total 230498102170:					395.55
01/03/2020	20200043	Toltz King Duvall Anderson & Assoc Inc.	Airport Zoning Ordinance Update	230-49810-3000	4,758.00
Total 230498103000:					4,758.00
01/03/2020	121932	CenturyLink	Airport Phone and Internet	230-49810-3200	105.33 M
Total 230498103200:					105.33
01/03/2020	154512	Centerpoint Energy	Monthly Billing	230-49810-3800	42.08
01/03/2020	12001	Xcel Energy	November Service	230-49810-3800	160.83 M
01/03/2020	12002	Xcel Energy	November Service	230-49810-3800	197.82 M
Total 230498103800:					400.73
01/03/2020	20200005	APX Construction Group LLC	Pay request # 9	230-49810-5200	25,411.34
Total 230498105200:					25,411.34
01/03/2020	20200043	Toltz King Duvall Anderson & Assoc Inc.	A/E Services-Culvert Replacement	230-49810-5300	2,500.00
Total 230498105300:					2,500.00
Total Airport:					33,570.95
Economic Development-General f					
01/03/2020	20200036	Sandholm, Gary	State historic and Greater MN Partnership conference	261-46700-3300	145.28
01/03/2020	20200036	Sandholm, Gary	Mileage reimbursement	261-46700-3300	761.83
Total 261467003300:					907.11
01/03/2020	154520	Economic Development Association of M	2020 membership renewal	261-46700-4330	295.00
01/03/2020	20200045	Waseca Area Chamber of Commerce	Chamber membership renewal	261-46700-4330	158.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 261467004330:					453.00
01/03/2020	12013	SouthSide Marine Inc.	Loan Disbursement Southside Marine	261-46700-4980	49,500.00 M
Total 261467004980:					49,500.00
Total Economic Development-General f:					50,860.11
Safe Haven Grant					
01/03/2020	154572	Verizon Wireless	Monthly Billing	279-46350-3200	42.87
Total 279463503200:					42.87
Total Safe Haven Grant:					42.87
PEG Channel					
01/03/2020	154519	D Kemp Associates LLC	2019 Professional Services for Peg	290-41920-3000	1,084.80
01/03/2020	154519	D Kemp Associates LLC	Service call charge for Peg Comm Tower	290-41920-3000	79.80
Total 290419203000:					1,164.60
01/03/2020	154519	D Kemp Associates LLC	Knox Routing Switch	290-41920-5400	99.00
Total 290419205400:					99.00
Total PEG Channel:					1,263.60
Capital Improvement					
01/03/2020	154534	Landscape Structures Inc	Playground Equipment	430-43010-5320	4,927.60
Total 430430105320:					4,927.60
12/23/2019	154494	Sonic Concrete	Final Payment	430-43010-5460	5,820.38
12/23/2019	154122	Sonic Concrete	Final Payment	430-43010-5460	5,820.38- V
Total 430430105460:					.00
01/03/2020	20200021	Flaherty & Hood PA	November Legal Services	430-43010-5560	1,196.25
01/03/2020	154546	MN Department of Transportation	Materials Testing 2018 Street Project	430-43010-5560	303.32
01/03/2020	20200047	WSB & Associates Inc	3rd St NE Engineering Services	430-43010-5560	5,610.00
Total 430430105560:					7,109.57
Total Capital Improvement:					12,037.17
HWY 14 Reconstruction					
01/03/2020	154563	Stantec Consulting Services Inc	Elm Ave Engineering Services	436-43010-5560	2,794.50
Total 436430105560:					2,794.50
Total HWY 14 Reconstruction:					2,794.50
Water					
01/03/2020	154512	Centerpoint Energy	Monthly Billing	601-49401-3800	211.83

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 601494013800:					211.83
01/03/2020	154515	City of Saint Paul	Asphalt	601-49430-2230	676.50
Total 601494302230:					676.50
01/03/2020	20200003	AmeriPride Services Inc	uniform service	601-49430-3100	12.84
01/03/2020	20200003	AmeriPride Services Inc	uniform service	601-49430-3100	12.84
01/03/2020	20200003	AmeriPride Services Inc	uniform service	601-49430-3100	12.84
01/03/2020	20200003	AmeriPride Services Inc	uniform service	601-49430-3100	12.84
01/03/2020	154571	Utility Consultants Inc	Bacteria Testing	601-49430-3100	180.00
Total 601494303100:					231.36
01/03/2020	154572	Verizon Wireless	Monthly Billing	601-49430-3200	40.01
Total 601494303200:					40.01
01/03/2020	20200028	James Brothers Construction Inc.	Lead Water Service Replacement - Pmt Plan Setup	601-49430-4000	3,774.10
Total 601494304000:					3,774.10
01/03/2020	154541	Med Compass	Annual hearing test	601-49430-4940	79.55
Total 601494304940:					79.55
01/03/2020	20200027	Innovative Office Supply	Office supplies	601-49585-2000	4.39
Total 601495852000:					4.39
01/03/2020	154518	Consolidated Communications	Monthly Billing	601-49585-3200	47.89
01/03/2020	154569	U.S. Postal Service	Postage - January utility bills	601-49585-3200	429.00
Total 601495853200:					476.89
01/03/2020	154516	City of Waseca	Petty cash reimb	601-49586-3300	40.00
Total 601495863300:					40.00
01/03/2020	154505	American Water Works Association	2020 membership renewal	601-49586-4330	850.00
01/03/2020	154549	MN Rural Water Association	2020 remembrance renewal	601-49586-4330	300.00
Total 601495864330:					1,150.00
01/03/2020	20200033	Pantheon Computer Systems Inc.	2020 Maintenance Agreement-Jan	601-49586-4950	911.25
Total 601495864950:					911.25
Total Water:					7,595.88
Sanitary Sewer					
01/03/2020	154518	Consolidated Communications	Monthly Billing	602-49470-3200	420.48
01/03/2020	154572	Verizon Wireless	Monthly Billing	602-49470-3200	40.01
01/03/2020	154572	Verizon Wireless	Monthly Billing	602-49470-3200	40.01

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494703200:					500.50
01/03/2020	154512	Centerpoint Energy	Monthly Billing	602-49470-3800	20.51
01/03/2020	154512	Centerpoint Energy	Monthly Billing	602-49470-3800	129.71
Total 602494703800:					150.22
01/03/2020	154515	City of Saint Paul	Asphalt	602-49470-4000	338.25
01/03/2020	154522	Ferguson Enterprises Inc	pipe & fittings	602-49470-4000	989.62
Total 602494704000:					1,327.87
01/03/2020	20200027	Innovative Office Supply	Office Supplies	602-49480-2000	116.63
Total 602494802000:					116.63
01/03/2020	20200004	Applied Specialties Inc	Polymer	602-49480-2170	4,662.00
01/03/2020	20200009	Bomgaars Supply	Parts & Supplies	602-49480-2170	13.06
01/03/2020	154526	Hawkins Inc	Alum	602-49480-2170	5,422.91
01/03/2020	154565	Swanson Flo Co	Charts	602-49480-2170	209.28
01/03/2020	154570	USA Blue Book	Lab Supplies	602-49480-2170	366.05
Total 602494802170:					10,673.30
01/03/2020	20200009	Bomgaars Supply	Parts & Supplies	602-49480-2180	94.98
01/03/2020	154516	City of Waseca	Petty cash reimb	602-49480-2180	67.98
01/03/2020	20200032	Owatonna Shoe Company	Work Boot-Terrell	602-49480-2180	178.50
Total 602494802180:					341.46
01/03/2020	154566	Tech Sales Co.	Vinyl Suction Line	602-49480-2210	380.00
Total 602494802210:					380.00
01/03/2020	154513	Cintas Corporation	Floor mat service	602-49480-3100	19.28
01/03/2020	154513	Cintas Corporation	Floor mat service	602-49480-3100	19.28
01/03/2020	154521	FedEx	FedEx	602-49480-3100	6.63
01/03/2020	20200030	M & R Electric Inc.	Electrician`	602-49480-3100	101.06
01/03/2020	20200040	Temple Electric Motor Service Inc	Motor Repair	602-49480-3100	362.25
01/03/2020	154571	Utility Consultants Inc	Permit Testing	602-49480-3100	1,310.32
Total 602494803100:					1,818.82
01/03/2020	154518	Consolidated Communications	Monthly Billing	602-49480-3200	154.78
01/03/2020	154572	Verizon Wireless	Monthly Billing	602-49480-3200	42.87
Total 602494803200:					197.65
01/03/2020	154512	Centerpoint Energy	Monthly Billing	602-49480-3800	2,253.14
01/03/2020	154580	Xcel Energy	November Service	602-49480-3800	9,693.95
Total 602494803800:					11,947.09
01/03/2020	154514	Cintas Corporation	WWTP First Aid Cabinet Supplies	602-49480-4940	34.57
01/03/2020	154541	Med Compass	Annual hearing test	602-49480-4940	159.09

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 602494804940:					193.66
01/03/2020	20200027	Innovative Office Supply	Office Supplies	602-49585-2000	13.34
01/03/2020	20200027	Innovative Office Supply	Office Supplies	602-49585-2000	4.39
Total 602495852000:					17.73
01/03/2020	154518	Consolidated Communications	Monthly Billing	602-49585-3200	47.89
01/03/2020	154569	U.S. Postal Service	Postage - January utility bills	602-49585-3200	429.01
Total 602495853200:					476.90
01/03/2020	154517	Coalition of Greater MN Cities	2020Voluntary Assessment	602-49586-4330	2,728.00
Total 602495864330:					2,728.00
01/03/2020	20200033	Pantheon Computer Systems Inc.	2020 Maintenance Agreement-Jan	602-49586-4950	911.25
Total 602495864950:					911.25
01/03/2020	20200044	W W Goetsch Associates Inc.	Pump Rebuild	602-49593-5400	13,285.32
Total 602495935400:					13,285.32
Total Sanitary Sewer:					45,066.40
Electric Utility					
01/03/2020	20200029	JT Services of MN	vault locks	604-49571-2170	651.79
Total 604495712170:					651.79
01/03/2020	20200032	Owatonna Shoe Company	Safety boots-M Roessler	604-49571-2180	216.75
Total 604495712180:					216.75
01/03/2020	20200010	Border States Electric Supply	Meters	604-49571-2215	683.05
Total 604495712215:					683.05
01/03/2020	154558	Rick Kritzer	Furnace Fan Rebate	604-49571-2300	437.50
Total 604495712300:					437.50
01/03/2020	154551	MN Valley Action Council	Low income energy audit reimbursement	604-49571-2340	75.00
Total 604495712340:					75.00
01/03/2020	20200021	Flaherty & Hood PA	November Legal Services	604-49571-3000	217.50
Total 604495713000:					217.50
01/03/2020	154575	Waseca County Landfill	disposal	604-49571-3100	90.50
Total 604495713100:					90.50

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
01/03/2020	154572	Verizon Wireless	Monthly Billing	604-49571-3200	80.02
Total 604495713200:					80.02
01/03/2020	20200010	Border States Electric Supply	Supplies	604-49573-2230	270.00
Total 604495732230:					270.00
01/03/2020	20200029	JT Services of MN	led photo eyes	604-49574-2230	1,369.04
Total 604495742230:					1,369.04
01/03/2020	154516	City of Waseca	Petty cash reimb	604-49585-0000	5.22
Total 604495850000:					5.22
01/03/2020	20200027	Innovative Office Supply	Office Supplies	604-49585-2000	4.39
Total 604495852000:					4.39
01/03/2020	154518	Consolidated Communications	Monthly Billing	604-49585-3200	89.79
01/03/2020	154518	Consolidated Communications	Monthly Billing	604-49585-3200	26.57
01/03/2020	154569	U.S. Postal Service	Postage - January utility bills	604-49585-3200	429.00
Total 604495853200:					545.36
01/03/2020	20200006	Barr Engineering Company	Engineering	604-49586-3000	2,490.00
01/03/2020	154509	Cannon Technologies Inc/Eaton	2020 Renewal	604-49586-3000	7,299.39
01/03/2020	20200037	Schneider Geospatial	2020 renewal	604-49586-3000	7,460.00
Total 604495863000:					17,249.39
01/03/2020	154560	Shred-it USA LLC	Shredding Service	604-49586-3100	32.28
Total 604495863100:					32.28
01/03/2020	154541	Med Compass	Annual hearing test	604-49586-4940	59.10
Total 604495864940:					59.10
01/03/2020	20200033	Pantheon Computer Systems Inc.	2020 Maintenance Agreement-Jan	604-49586-4950	911.25
Total 604495864950:					911.25
01/03/2020	154527	Hooper Corporation	Substation Project	604-49593-5300	39,188.48
Total 604495935300:					39,188.48
Total Electric Utility:					62,086.62
Storm Water Utility					
01/03/2020	154579	Winegar, Dave	metal accessories for leaf pusher	651-43140-2170	436.30
Total 651431402170:					436.30
01/03/2020	154503	Affordable Lawn Care Inc	Equipment rental	651-43140-4000	400.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
01/03/2020	154522	Ferguson Enterprises Inc	pipe & fittings	651-43140-4000	301.15
Total 651431404000:					701.15
01/03/2020	154538	MacQueen Equipment Inc.	Leaf-Vac	651-49593-5400	44,648.00
Total 651495935400:					44,648.00
Total Storm Water Utility:					45,785.45
Central Garage Services					
01/03/2020	154507	Auto Value Waseca	Parts	701-43180-2170	52.92
01/03/2020	154564	State of MN	2020 inspection decals	701-43180-2170	50.00
01/03/2020	154564	State of MN	2020 inspection decals	701-43180-2170	40.00
Total 701431802170:					142.92
01/03/2020	20200025	Harrison Truck Centers	brake shoes & drums 25X	701-43180-2210	1,271.70
01/03/2020	154530	Interstate Battery Systems	Battery	701-43180-2210	76.95
01/03/2020	154532	Kibble Equipment	actutor	701-43180-2210	2,230.54
01/03/2020	154533	Kris Engineering Inc.	Grader blades	701-43180-2210	1,862.36
01/03/2020	20200035	Sanco Equipment LLC	Part for WWTP Snow Blower	701-43180-2210	124.22
01/03/2020	154567	Toppers Plus Inc	snow plow deflector	701-43180-2210	210.00
01/03/2020	154568	Towmaster Inc	25X box vibrator	701-43180-2210	646.69
Total 701431802210:					6,422.46
Total Central Garage Services:					6,565.38
Property and Liability Insuran					
01/03/2020	20200020	First National Insurance	Agency Fee	702-49955-3000	800.00
Total 702499553000:					800.00
Total Property and Liability Insuran:					800.00
Equipment Replacement Fund					
01/03/2020	20200019	Emergency Automotive Technologies Inc.	new squad car 2020	705-49920-5400	610.08
01/03/2020	20200019	Emergency Automotive Technologies Inc.	new squad expense	705-49920-5400	519.33
01/03/2020	20200019	Emergency Automotive Technologies Inc.	squad car expense	705-49920-5400	318.00
01/03/2020	20200019	Emergency Automotive Technologies Inc.	new squad car expense	705-49920-5400	652.64
Total 705499205400:					2,100.05
01/03/2020	154576	Waseca County Sheriff's Office	800mhz Radios	705-49930-5400	4,800.00
Total 705499305400:					4,800.00
Total Equipment Replacement Fund:					6,900.05
Grand Totals:					648,404.45

Report Criteria:

Report type: GL detail
[Report].Amount = {<>} 0

Title:	APPROVE LIMITED USE PERMIT NO. 8201-0002 FOR SAFE ROUTES TO SCHOOL, CITY PROJECT NO. 2020-07		
Meeting Date:	January 7, 2020	Agenda Item Number:	6C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution No. 20-01
Originating Department:	Engineering	Presented By:	City Engineer
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Resolution No. 20-01, City Projects No. 20-07.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: The City is working on completing plans and specifications for a Safe Routes to School (SRTS) project that would construct a trail between 15th and 19th Avenues NE with a pedestrian crossing at 17th Avenue NE to make a safer crossing between the school and the businesses and residences on the east side of TH 13. The trail on the east side of TH 13 would be constructed primarily in the MnDOT right-of-way (ROW). In order for the trail to be constructed in the MnDOT ROW the City needs to enter into a Limited Use Permit (LUP) with MnDOT.

BUDGET IMPACT: The project has been budgeted for out of the 2020 capital fund.

RECOMMENDATION: Staff recommends the Waseca City Council adopt Resolution No. 20-01 to allow for the construction of the SRTS trail within the MnDOT ROW, City Projects No. 2020-07.

RESOLUTION 20-01

**A RESOLUTION OF THE WASECA CITY COUNCIL
TO ENTER INTO LIMITED USE PERMIT NO. 8102-0002
WITH THE STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION**

BE IT RESOLVED that the City of Waseca enter into Limited Use Permit No. 8201-0002 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for the construction, maintenance and use by the City of Waseca upon, along and adjacent to Trunk Hwy 13 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED by the City Council of the City of Waseca, Minnesota that the Mayor and the City Council are authorized to execute the Limited Use Permit

Adopted this 7th day of January, 2020.

R.D. SRP
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

CERTIFICATION

I certify that the attached Resolution No. 20-01 is a true and correct copy of the Resolution adopted by the City Council of the City of Waseca, Minnesota at an authorized City Council meeting held on the 7th day of January, 2020, as shown by the minutes of the meeting in my possession.

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

Subscribed and sworn to before me this 8th day of January, 2020

Notary Public:_____

My Commission Expires: _____

**A RESOLUTION OF THE WASECA CITY COUNCIL
AUTHORIZING FEASIBILITY STUDY
FOR 2020 CITY STREET AND UTILITY RECONSTRUCTION PROJECT,
CITY PROJECT #2020-01**

WHEREAS, it is proposed to improve certain streets and utilities for reconstruction and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

NOW, THEREFORE, BE IT RESOLVED that the City Engineer is hereby instructed to provide a report to the council as to whether the proposed Improvement Project, City Project #2020-01 is necessary, cost-effective and feasible, and as to whether it should be best made as proposed or in connection with some other improvement, and the estimated cost of the improvements as recommended.

Adopted this 7th day of January, 2020.

R.D. SRP
MAYOR

ATTEST:

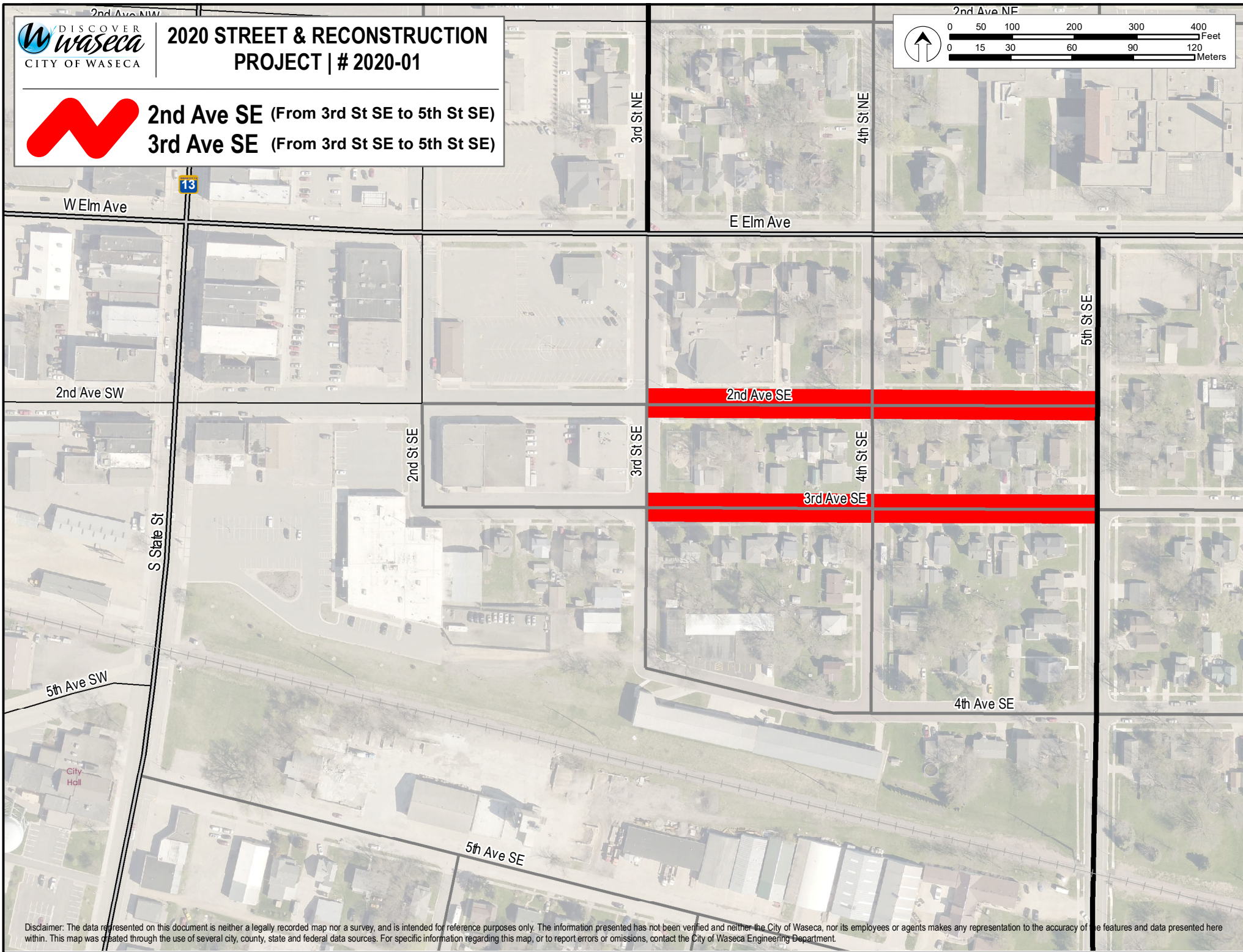
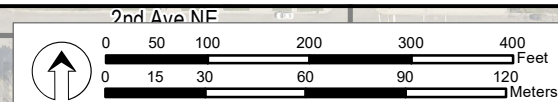
MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

2020 STREET & RECONSTRUCTION PROJECT | # 2020-01



2nd Ave SE (From 3rd St SE to 5th St SE)

3rd Ave SE (From 3rd St SE to 5th St SE)



RESOLUTION NO. 20-03

6E

**A RESOLUTION OF THE WASECA CITY COUNCIL
TO NOT WAIVE THE STATUTORY MUNICIPAL
TORT LIABILITY LIMIT FOR THE CITY OF
WASECA**

WHEREAS, the League of Minnesota Cities Insurance Trust requires their member cities to formally waive or not waive the statutory tort liability limits to the extent of coverage purchased; and

WHEREAS, this decision must be made by the Mayor and City Council of the City,

NOW, THEREFORE, BE IT RESOLVED that the recitals set forth above are incorporated herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and Council of the City of Waseca that the City DOES NOT WAIVE the monetary limits on municipal tort liability established by Minnesota Statutes 466.04 for the 2020 fiscal year.

Adopted this 7th day of January, 2020.

R. D. SRP
MAYOR

ATTEST:

ATTEST:

MIKE ANDERSON
ASSISTANT TO CITY MANAGER

RESOLUTION NO. 20-04

6F

**A RESOLUTION OF THE WASECA CITY COUNCIL
DESIGNATING AUTHORIZED SIGNERS FOR THE
OFFICIAL DEPOSITORIES AND
BROKERS/DEALERS FOR THE CITY OF WASECA**

WHEREAS, State Statutes require that City funds be deposited with designated financial institutions; and

WHEREAS, the City has deposited various funds or may deposit funds with these following designated financial institutions:

First National Bank	Waseca, MN
The Round Bank	Waseca, MN
United Prairie Bank	Waseca, MN
UBS Financial Services Inc.	Wayzata, MN

NOW, THEREFORE, BE IT RESOLVED that the recitals set forth above are incorporated herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor and Council of the City of Waseca that the City is authorizing the following City officials to act as authorized signers for the City's financial institutions:

City Manager, City of Waseca, Lee Mattson
Director of Utilities, City of Waseca, Carl Sonnenberg
Finance Director, City of Waseca, Alicia Fischer

Adopted this 7th day of January, 2020.

R.D. Srp
MAYOR

ATTEST:

MIKE ANDERSON
ASSISTANT TO THE CITY MANAGER

CONTRACT CONSTRUCTION PAYMENT REQUEST

6G

DATE: 12/31/19

TO: Mayor & City Council
Lee Mattson, City Manager

PROJECT NAME: Airport Hangar Project

CITY PROJECT NO. 2016-11

PAYMENT REQUEST : NO. 9

PAYMENT PERIOD : 10/01/2019-12/27/2019

CONTRACTOR: APX Construction Group

PAYMENT AMOUNT: \$25,411.34

Approved By:

Department Head

Date

Maria Becker
Director of Finance

December 31, 2019
Date

City Manager

Date

Application and Certificate for Payment

TO OWNER: City of Waseca 508 S State Street Waseca MN 56093		PROJECT 18011 NAME AND LOCATION: Waseca Municipal Airport 35493 110th Street Waseca MN 56093 INVOICE #: 19104		APPLICATION NO: 9 PERIOD THRU: 12/27/19 Owner Project #: A8101-31 DATE OF CONTRACT: 05/15/18		Distribution to: Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor <input type="checkbox"/> Field <input type="checkbox"/> Other <input type="checkbox"/>	
FROM CONTRACTOR: APX Construction Group LLC 1020 Innovation Lane Mankato MN 56001		ARCHITECT: TKDA 444 Cedar St, Ste 1500 St Paul MN 55101					

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payments, as show below, in connection with the Contract.
AIA Document G703, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 654,946.60
2. NET CHANGE BY CHANGE ORDERS	\$ 24,380.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 679,326.60
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 674,626.60

5. RETAINAGE:

a. 0 % of Completed Work	\$ 8,320.00
(Column D + E on G703)	
b. % of Stored Material	\$ 0.00
(Column F on G703)	

Total Retainage (Line 5a + 5b or Total in Column I of G703) ... 8,320.00

6. TOTAL EARNED LESS RETAINAGE	\$ 666,306.60
(Line 4 less Line 5 Total)	

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 640,895.26
(Line 6 from prior Certificate)	

8. CURRENT PAYMENT DUE	\$25,411.34
------------------------	-------------

9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 8,320.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$23,880.00	
Total approved this month		
TOTAL	\$23,880.00	\$0.00
NET CHANGES by Change Order	\$23,880.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applies for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sum previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment

CONTRACTOR: APX Construction Group LLC

By: *Nickol Polz*

Date: 12-30-19

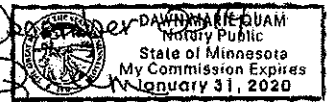
State of: Minnesota
County of: Blue Earth

Subscribed and sworn to before me this

30th day of December

Notary Public:

Dayon McGee



My commission expires:

1-31-2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

AMOUNT CERTIFIED 25,411.34

(If the certified amount is different from their payment due, you should attach an explanation. Initial all the figures that changed to match the certified amount.)

ARCHITECT: TKDA

By: *[Signature]*

Date: 12/31/19

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to the Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION DETAILS

APPLICATION NUMBER: 9

Customer: City of Waseca
Project: Waseca Municipal Airport

FOR PERIOD ENDING: 12/27/19

A	B	C	D	E	F	G	H	I	
WORK COMPLETED					Materials Presently Stored	Completed and Stored To Date	Total %	Balance To Finish	Retainage Value
Item No.	Description	Scheduled Value	From Previous Applications	This Period Value					
1	40-1 Mobilization	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	100%	\$0.00	\$0.00
2	43-1 Remove bituminous pavement	\$990.00	\$990.00	\$0.00	\$0.00	\$990.00	100%	\$0.00	\$0.00
3	43-2 Remove and salvage 60" chain link fence	\$1,260.00	\$1,260.00	\$0.00	\$0.00	\$1,260.00	100%	\$0.00	\$0.00
4	51-1 Common excavation	\$2,860.00	\$2,860.00	\$0.00	\$0.00	\$2,860.00	100%	\$0.00	\$0.00
5	51-2 Subgrade excavation	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100%	\$0.00	\$0.00
6	51-4 Granular material (CV)	\$1,400.00	\$1,400.00	\$0.00	\$0.00	\$1,400.00	100%	\$0.00	\$0.00
7	51-7 Water	\$4,700.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
8	51-12 Topsoil placement	\$1,387.50	\$1,387.50	\$0.00	\$0.00	\$1,387.50	100%	\$0.00	\$0.00
9	72-1 4" aggregate base	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100%	\$0.00	\$0.00
10	72-2 6" aggregate base	\$2,296.00	\$2,296.00	\$0.00	\$0.00	\$2,296.00	100%	\$0.00	\$0.00
11	75-1 Filter fabric	\$720.00	\$720.00	\$0.00	\$0.00	\$720.00	100%	\$0.00	\$0.00
12	82-1 Wearing course mixture, Type SPWEB340F	\$11,700.00	\$11,700.00	\$0.00	\$0.00	\$11,700.00	100%	\$0.00	\$0.00
13	82-6 Bituminous tack coat	\$225.00	\$225.00	\$0.00	\$0.00	\$225.00	100%	\$0.00	\$0.00
14	91-1 Concrete walk, 4" thick	\$2,145.00	\$2,145.00	\$0.00	\$0.00	\$2,145.00	100%	\$0.00	\$0.00
15	91-2 Concrete apron, 6" thick	\$4,387.50	\$4,387.50	\$0.00	\$0.00	\$4,387.50	100%	\$0.00	\$0.00
16	91-3 Concrete landscaping edging	\$1,035.00	\$1,035.00	\$0.00	\$0.00	\$1,035.00	100%	\$0.00	\$0.00
17	91-4 Concrete parking stop	\$300.00	\$300.00	\$0.00	\$0.00	\$300.00	100%	\$0.00	\$0.00
18	105-1 Pavement marking	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	\$0.00
19	111-1 Seeding, Class II	\$1,770.60	\$1,770.60	\$0.00	\$0.00	\$1,770.60	100%	\$0.00	\$0.00
20	111-2 Sodding	\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$1,600.00	100%	\$0.00	\$0.00
21	111-3 Water	\$2,400.00	\$2,400.00	\$0.00	\$0.00	\$2,400.00	100%	\$0.00	\$0.00
22	111-7 Wood fiber blanket	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100%	\$0.00	\$0.00
23	111-8 Landscaping rock	\$2,000.00	\$2,240.00	\$0.00	\$0.00	\$2,240.00	112%	\$0.00	\$0.00
24	112-1 Silt fence	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100%	\$0.00	\$0.00
25	112-2 Sediment log	\$450.00	\$450.00	\$0.00	\$0.00	\$450.00	100%	\$0.00	\$0.00
26	114-1 Install salvaged 60" chain link fence	\$760.00	\$760.00	\$0.00	\$0.00	\$760.00	100%	\$0.00	\$0.00
27	200-1 Hangar electrical construction	\$64,000.00	\$64,000.00	\$0.00	\$0.00	\$64,000.00	100%	\$0.00	\$0.00
28	300-1 Hangar mechanical construction	\$47,000.00	\$47,000.00	\$0.00	\$0.00	\$47,000.00	100%	\$0.00	\$0.00
29	500-1 Pre-engineered metal hangar building	\$416,000.00	\$416,000.00	\$0.00	\$0.00	\$416,000.00	100%	\$0.00	\$8,320.00
30	500-2 Suspended mezzanine	\$73,320.00	\$73,320.00	\$0.00	\$0.00	\$73,320.00	100%	\$0.00	\$0.00
CO01	Soil Correction	\$23,880.00	\$23,880.00	\$0.00	\$0.00	\$23,880.00	100%	\$0.00	\$0.00
TOTALS		\$678,826.60	\$674,826.60	\$0.00	\$0.00	\$674,826.60	99%	\$0.00	\$8,320.00

Title:	Approval of Union Contracts		
Meeting Date:	January 7, 2020	Agenda Item Number:	6H & 6I
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Contracts
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input type="checkbox"/>	Proposed Action: Approve new contracts with the International Brotherhood of Electrical Workers and Law Enforcement Labor Services, Inc.		
How does this item pertain to Vision 2030 goals?	Good Government		

BACKGROUND: Staff believe we have concluded negotiations on three of the four union contracts the City has with its employees. A tentative agreement has been reached with the International Union of Operating Engineers representing Public Works Employees and negotiations with the International Union of Operating Engineers regarding the contract with the Fire Department Employees. Unless we are told that the unions have not formally accepted the contracts, staff desire the Council to approve the agreements with the IBEW and LELS (Electric Dept & Police Department).

The attached contracts are in redline for so the Council can quickly identify all changes to the document.

Staff have been told that the Public Works Department intends to vote their contract on Monday, January 6. If we have a contract in hand that both parties agree to by that point, that contract will also be included in the list of contracts for Council approval.

BUDGET IMPACT: The agreements incorporate an overall wage increase of 3.00% which was previously discussed with the City Council during a budget work session and this increase was included in the 2020 Budget. There are additional minor increases for some items

POLICY QUESTION: Does the Council wish to approve the proposed labor contracts? Does the Council wish to approve labor contracts prior to the negotiation of all contracts?

ALTERNATIVES CONSIDERED: Delay contract approval until all four bargaining units have settled.

RECOMMENDATION: Staff recommends approval of the contracts.

LABOR AGREEMENT

BETWEEN CITY OF WASECA, MINNESOTA

AND

LAW ENFORCEMENT LABOR SERVICES, INC. LOCAL #339

January 1, ~~2017~~2020 – December 31, ~~2019~~2022

Article 1:	Recognition
Article 2:	Grievances
Article 3:	Hours and Overtime
Article 4:	Salaries
Article 5:	Management Rights
Article 6:	Union Officials
Article 7:	Discipline
Article 8:	Unfair Labor Practices
Article 9:	Safety Practices
Article 10:	Jury Service
Article 11:	Response Time
Article 12:	Vacations
Article 13:	Leaves of Absence
Article 14:	Holidays
Article 15:	Sick Leave
Article 16:	Severance Pay
Article 17:	Injury Leave
Article 18:	Military Leave
Article 19:	Insurance Benefits
Article 20:	Waivers
Article 21:	Training
Article 22:	Funeral Leave
Article 23:	Uniform Allowance
Article 24:	Deduction of Dues
Article 25:	Severability
Article 26:	Seniority
Article 27:	Release of Records
Article 28:	Personal Leave
Article 29:	Duration

LABOR AGREEMENT
Between THE CITY OF WASECA &
LAW ENFORCEMENT LABOR SERVICES INC, LOCAL #339

This AGREEMENT entered into as of the ~~2nd~~-~~1st~~ day of January ~~2017~~²⁰²⁰ by and between the CITY OF WASECA, a municipal corporation, (hereinafter referred to as the "CITY" and LAW ENFORCEMENT LABOR SERVICES, INC. (hereinafter referred to as "UNION") as exclusive bargaining agent for the employees in the bargaining unit set forth in Article I below.

Formatted: Superscript

WHEREAS, Minnesota Legislature has endorsed the practices and procedures of collective bargaining as a fair and only way of conducting its relations with its employees, and relations of any political subdivision with its employees, insofar as such practices and procedures are appropriate to the function of obligations of the CITY to retain the right effectively to operate in a responsible and efficient manner and are consistent with the paramount needs of the CITY, and its citizens;

WHEREAS, it is the intention of this Agreement to set forth the entire Agreement of the parties covering the employment conditions where not otherwise mandated by statute, charter or ordinance, to maintain and increase the individual productivity in the quality of services, to prevent interruptions of work and interference of the efficient operation of the CITY and to provide an orderly and prompt method for handling and processing grievances;

WHEREAS, the parties recognize that this AGREEMENT is not intended to modify any of the discretionary authority vested in the CITY by statutes of the State of Minnesota, City Charter, and City Ordinances and Resolutions.

Article 1: Recognition

Section 1: The CITY recognizes the UNION as the exclusive bargaining representative for all police officers employed by the City of Waseca, Minnesota, in the Police Department, as governed by M.S: 179,63, excluding supervisory and confidential employees.

Section 2: The CITY agrees that there shall be no intimidation, coercion, or discrimination against any of the employees covered by this Agreement because of their legal activities in the UNION. The CITY and the UNION agree that there shall be no discrimination against any Employee because of race, creed, religion, sex or national origin.

Article 2: Grievances

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.

Section 1: 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 will notify the EMPLOYER in writing of the names of such Union Representatives and of their successors.

Section 2: Processing of a Grievance: It is recognized and accepted by the Union and the EMPLOYER the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to the Article provided the employee and the Union Representative have notified and received the approval of the EMPLOYER who has determined such absence is reasonable and would not be detrimental to work the programs of the EMPLOYER.

Section 3: Procedure: Grievances, as defined by Article 2.1, will be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement will, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance in writing to the employee's immediate supervisor. The supervisor 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 will be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the remedy requested and will be appealed to Step 2 within ten (10) calendar days after the supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar-days will be considered waived.

Step 2. If appealed, the written grievance will be presented by the Union and discussed with the Police Chief. The Police Chief will give an answer to the Step 2 grievance in writing within ten (10) ten calendar days after receipt.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Police Chief Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days will be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the City Manager. The City Manager will give answer to such Step 3 grievance 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 City Manager'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 3(a). A grievance unresolved in Step 3 may, by mutual agreement of the parties, be submitted to mediation through the Bureau of Mediation Services, a submission to mediation preserves the time lines for filling Step 4.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 will be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator will be made in accordance with the "Rules governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Section 4. Arbitrator's Authority

- A. The arbitrator will 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 will have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator will be without power to make decisions contrary to or inconsistent with, or modifying or varying in anyway the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision will be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision will be binding on both the EMPLOYER and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this contract and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings will be borne equally by the EMPLOYER and the Union provided that each party will 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 will be shared equally.

Section 5. Waiver. If a grievance is not presented within the time limits set forth above, it will be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will 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.

Article 3: Hours and ~~Overtime~~Overtime

Section 1: This article is intended only to define the normal hours of the week and to provide a basis of the calculation of overtime pay. Nothing herein shall be construed as a guaranty of hours of work per day or per week.

Section 2: Work Schedule

A. Normal work year shall consist of 2,080 hours to be accounted for by each employee, through

- Scheduled hours of work
- Holidays
- Roll Call
- Required Training

Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

B. Overtime shall be compensated for all hours in excess of the regular scheduled shift and shall be compensated for at the rate of time and one-half the regular hourly rate of pay, (annual salary divided by 2,080). Off duty call backs shall be considered overtime and will be compensated for at the overtime rate of two (2) hours minimum per call back.

Section 3: Overtime shall be considered any duty assigned or delegated when directed by the department head. Employees may be assigned overtime with the discretion of the employer. Employees shall be required to work overtime unless excused by the employer. In the case of a staffing emergency, as defined herein, an officer will be required to work overtime to meet the staffing needs of the employer. A staffing emergency would arise in the event of insufficient coverage for a defined period of time to provide public safety for the City of Waseca residents. This staffing emergency may result from illness, injury, or situational emergencies as determined by the Chief of Police.

Section 4: An officer will not be scheduled to work within twelve (12) hours of completing a previous shift unless necessary due to an emergency situation or the result of voluntary switching. If an officer is scheduled for a non-emergency, non-voluntary reason to work within twelve (12) hours of the completion of a regularly scheduled shift, payment will be at time and one-half (1/2).

Section 5: Court time: Any Officer who goes to court will receive 2 hours pay. Officers that are coming off the D shift and E shift and required to attend court on the following day will receive 3 hours pay for court time.

Court cancellation: If court is cancelled, officers will receive 2 hours of pay if notice of cancellation is not emailed by 1600 hours the previous day.

Section 6: On-call pay: Detectives will be compensated for 2 hours of straight time per day on weekends (Saturday and Sunday) and holidays (as stated in Article 14: Section 1) to be on-call. Hours of on-call start at 12:00 a.m. and ends at 11:59 p.m.

Detectives must respond within forty-five (45) minutes of call.

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Article 4: Salaries

Section 1: Salaries Hourly Rate for 2017 2020 effective January 2nd, 2017 December 30, 2019 shall be as follows:

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<u>\$56,808.06</u>	<u>\$59,172.70</u>	<u>\$61,537.34</u>	<u>\$63,909.07</u>	<u>\$66,273.71</u>	<u>\$68,638.34</u>	<u>\$71,010.08</u>
<u>\$29.84</u>	<u>\$31.09</u>	<u>\$32.33</u>	<u>\$33.57</u>	<u>\$34.82</u>	<u>\$36.06</u>	<u>\$37.31</u>

New employees shall be brought in at the appropriate step as determined by the employer based on relevant education and experience.

Employees brought in at Step 1 will move to Step 2 after six (6) months of employment contingent on their meeting the expectations for the position. They will subsequently be moved to Step 3 at their one-year anniversary contingent on their meeting the expectations for the position.

All employees on Step 3 through Step 6 will move to the next step on the anniversary date of their employment, contingent on their meeting the expectations for the position, except that employees employed by the City of Waseca as of January 1, 2017 who will move to the next step on July 1 the first full pay period of July, which will be treated as their anniversary date for the purpose of moving steps going forward.

The City, at its sole discretion, shall establish the shifts for employees in order to provide appropriate staffing.

Incentive Pay

Bachelor's Degree	1%
Master's Degree	2%

Section 2: Effective January 2021, employees will receive a 3% Cost of Living increase.

Effective January 2022, employees will receive a 2%-3% Cost of Living increase.

If non-represented employees receive a Council approved general, across-the-board wage increase; except for increases resulting from mediation, arbitration, or to establish equitable compensation relationships as provided by Minn.Stat.sec.471.991, Subd.5; from January 1, 2018-2020 through December 31, 2019-2022, then the employee in this bargaining unit shall receive the same increase.

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Article 5: Management Rights

Section 1: It is recognized that, except as expressly stated herein, the City shall retain the rights and authority necessary for it to operate and direct the affairs of the CITY in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the CITY; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and, to change or eliminate existing methods, equipment or facilities. The assignment of employees to various shifts and jobs within the Police Department shall be at the sole discretion of the City.

Article 6: Union Officials

Section 1: There shall be no more than two UNION Stewards from the Police Department.

Section 2: The Steward and the other UNION officials shall not leave their work stations without prior permission of their supervisor and then only for such activities as are specifically provided for in this Agreement. They shall notify their supervisor upon return to their work stations. The UNION shall furnish the CITY with a complete and current list of its officers, stewards and grievance committee members.

Section 3: Representatives of the UNION, previously accredited to the CITY in writing by the UNION, shall be permitted to come on the premises of the CITY for the purposes of investigating or discussing grievances if they have first obtained permission from the City Manager or a designated representative, provided that the UNION representative does not interfere with the work of the employees and reports back to the City Manager after completion of investigation or discussion of grievances.

Section 4: The UNION agrees that UNION activity of any kind or nature shall be conducted in such a manner so as to not unreasonably interfere with the performance of the employee's duties.

Article 7: Discipline

Section 1: The employer will discipline for cause only. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand

- c. Suspension
- d. Demotion, or
- e. Discharge

Section 2: Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The UNION shall be provided with a copy of each such notice.

Section 3: A. An oral reprimand may be recorded in writing for record keeping purposes. That record may be maintained by a supervisor for one (1) year or an evaluation period, whichever is less. At that time, the record of the oral reprimand will be destroyed. The oral reprimand may be referenced in the performance evaluation.

- B. 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 the signature of the employee. The employee will receive a copy of such reprimands and/or notices. Written reprimands, except as relevant to a continuing course of conduct, will be purged from the employee's personnel file three years after the date of which the employee acknowledged the reprimand. Written reprimands shall be included in the performance evaluation.

Section 4: 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 questioning.

Section 5: Employees may not be suspended without pay for more than thirty (30) working days in any calendar year. Discharges will be preceded by a five (5) calendar day suspension without pay.

Section 6: Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 7: Grievances relating to this Article may be initiated by the UNION in Step 3 of the grievance procedure.

Article 8: Unfair Labor Practices

Section 1: Both the Employer and Employee herein fully recognizes and acknowledges the terms and conditions of that known as the Minnesota Labor Relations Act with specific reference to Section 179.11 (Unfair Labor Practices by Employees) and Section 179.12 (Employers' Unfair Labor Practices) as well as Section 179.13 (Interference's Which Are Unlawful) and that upon claim of violation there is by either party, they shall invoke the provisions of grievance procedure herein set forth.

Article 9: Safety Equipment

Section 1: The CITY agrees to provide safe working conditions for its employees, and employees agree that they will be aware of, know the uses of and will in all instances use all the safety equipment furnished to them by the CITY.

Article 10: Jury Service

Section 1: When an employee has been absent from work because of jury service, they shall be paid their regular salary by the employer with the understanding that, at the completion of jury service, the employee shall present their jury service check to the Finance Director.

Article 11: Response Time

Section 1: All regular employees employed by this agreement, shall reside within 35 miles of the Public Safety Center. The CITY retains the right to discontinue employment of any individual covered by this contract if the CITY determines that said employee does not comply with the above ~~response time limit~~ residency requirement.

Article 12: Vacations

Section 1: All regular employees employed by this Agreement shall be entitled to a vacation with pay as specified in Article 4 each year in accordance with the following schedule:

One (1) year but less than	Three (3) weeks containing fifteen (15)
Twelve (12) years	working days, 120 hours annually

Section 2: All permanent full-time employees in service will accrue vacation days in accordance with the schedule listed above. Vacation shall accrue to all full-time permanent employees for continuous service from the date of initial employment in a full-time, permanent position at the rate of ten hours for each calendar month of service during the first twelve (12) years of service. Beginning in the twelfth (12) year of employment and for all succeeding years of employment an employee shall earn vacation days at the rate of 13-1/3 hours for each month of service.

Section 3: Vacation schedules shall be determined by each department head in accordance with departmental requirements. Earned vacation may be accumulated up to a maximum of thirty (30) days. Vacation will not accrue or accumulate for more than thirty (30) days except upon approval of the City Manager.

Section 4: Vacation time shall be compensated at the employee's regular rate of pay. When a holiday occurs during a regular vacation, said holiday shall not be charged against earned vacation time; pay for such holiday shall be added to the employee's vacation pay. Since the purpose of a vacation is to give an employee an opportunity to rest and relax, no additional compensation will normally be paid to an employee in lieu of vacation.

- Section 5:** Each employee who leaves the City employment for any reason, whether voluntary or involuntary will be paid for time earned, unused vacation days that have been earned and not taken.
- Section 6:** Unauthorized time off will be charged against vacation, if vacation is exhausted, time will be charged against sick time. In the event vacation and sick time are both exhausted, the time will be counted as unpaid leave.
- Section 7:** When there are conflicts over a particular period, the senior person shall be given the preference. National Guard and Army Reserve (or related leaves) will take precedence over vacations where a limited number of employees can be let off at any one time.

Article 13: Leave of Absence

- Section 1:** An unauthorized absence from duty during required hours of attendance whether for a day or more, or any part of a day, shall be treated as absence without leave. Such absences may be made the grounds for disciplinary action. Where conditions warrant and adequate reasons are given for failure to secure prior authorization, the absence may be authorized by a later grant of leave. If an employee is absent without leave for two calendar weeks, his employment with the City automatically terminates.
- Section 2:** If an employee is either on an approved leave of absence without pay, or is suspended, or is absent without leave, without securing subsequent authorization for such leave, the employee shall not accrue any vacation or sick leave for the time they were absent or suspended. Any holidays occurring in conjunction with absence, without leave, or leave without pay shall be forfeited by the employee.
- Section 3:** When the interests of the CITY can benefit, the City Manager may grant a leave of absence without pay for special reasons for periods beyond those allowable for pay provided the appointment of authority is willing, either to allow the position from which leave is taken to remain vacant, or to fill it by temporary appointment until the expiration of such leave.

Article 14: Holidays

- Section 1:** In lieu of receiving the following paid holidays commemorating the following occasions: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and one personal leave day, employees shall receive one eight hour day per month of holiday leave.
- Section 2:** Employees required to work a portion of their shift on Easter, Thanksgiving or Christmas shall be paid at double their regular hourly rate of compensation for the hours worked

on those days. Employees required to work a majority of their shift on July 4th, Memorial Day, Labor Day or Christmas Eve shall be paid at one and one-half (1/2) times their regular hourly rate of compensation for the hours worked on those days.

Section 3: Employees may accrue a maximum of five holidays at any time.

Section 54: Any Officer working Christmas Eve will be paid time and on-half wages for that day.

Article 15: Sick Leave

Section 1: Each employee shall earn sick leave from date of employment at the rate of 8.5 hours per month.

Section 2: An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child, as defined in section **181.940, subdivision 4**, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

For the purpose of this section, "child" includes a stepchild and a biological, adopted, and foster child.

For the purpose of this section, "grandchild" includes a step-grandchild, and a biological, adopted, and foster grandchild.

~~Accumulation of sick leave is permitted to a total of not more than 125 working days. The employer may, under exceptional circumstances, extend sick leave benefits beyond the number of days accumulated. Employees shall accrue twenty-five and one-half (25.5) hours of deferred leave annually after reaching the cap of one hundred twenty-five (125) days and maintain the 125-day cap for seventy-five percent of the year. Use of the deferred leave would be for the same conditions as listed above.~~

~~**Section 3:** Employees may apply up to 8.5 hours of sick leave per year for personal medical care requiring the services of a doctor, dentist, optometrist, or other professional medical services.~~

Section 3.4: Employees are required to follow the following three steps to be eligible for sick leave:

- A. Report immediately to the employer the reason for any absence;
- B. If the absence is more than three days in length, the employee must keep the employer informed of the employee's physical condition; and,
- C. If required by the employer, employees must submit proper medical certificate for absences exceeding three days.

Section 4.5: Employees who claim sick leave when physically and mentally fit unless under a specific provision of this agreement shall be subject to disciplinary action.

Section 5.6: Employees who do not use any sick leave during the calendar year shall receive one (1) additional sick leave day or deferred sick leave day, to be added to their leave banks the following January.

Article 16: Severance Pay

Section 1: Employees retiring and leave employment in good standing after reaching the minimum age established by the Public Employees Retirement Act shall receive forty-two percent (42%) of his or her accumulated sick leave, up to a maximum of 520 hours as severance pay. Severance pay **MUST** be remitted by the City to the Minnesota State Retirement System to be deposited in a Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Statutes Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any other purpose. No employer contribution shall be made to the Plan, and the City shall have no responsibility or liability for management or disbursement of any funds remitted to the plan.

In the event of death or permanent disability, employees or their legal survivors shall receive this severance pay.

A ruling from the IRS that such accounts are taxable to the employee or that the amount of payments from such accounts is taxable to the employee terminates this provision and results in City payment of all monies in such accounts to the employees with all legally required deductions.

Article 17: Injury Leave

Section 1: Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absences from duty caused by accident or injury as defined in the Workmen's Compensation Act of the State of Minnesota as amended, arising out of and in the course of CITY employment.

Section 2: The employee agrees and shall be obligated to turn over to the CITY all amounts received by employee as temporary weekly compensation under the Act until certified by appropriate medical authority selected by the CITY as being capable of performance of assigned duties.

Section 3: Any full-time employee who is employed by the CITY and is injured on their regular job, shall be entitled to full pay up to a period of ninety (90) days while they are absent from work by reason of such injury, and receiving workers compensation payments for lost time. If any portion of the day is reimbursed to the employee by workers compensation for lost time, that portion will be counted toward the 90 day time period.

These benefit checks will be endorsed over to the City. At the employee's option, the accrued sick leave will not be charged until beginning with the 91st day of absence from work by reason of such injury. An employee who claims an absence from work due to an injury sustained on their regular job is subject to examination to be made on behalf of the CITY by a person competent to perform the same and is designated by the CITY. Where doubt exists as to the employee's physical and mental capability to perform, the employer shall have the right to require the employee to take a medical examination at the CITY's expense at a reasonable time.

Section 4: Nothing in this Article shall be construed to the limit the CITY's right and authority as specified in Article 5.

Article 18: Military Leave

Section 1: Each employee of the City who is a member of a Reserve or National Guard unit shall be entitled to a Military Leave not to exceed fifteen (15) days in any calendar year when required to engage in duty in such unit. No such employee shall be subjected to any loss or reduction of vacation or holiday privileges to such absences.

Article 19: Insurance Benefits

Section 1: The City will contribute eighty percent (80%) of the cost of family coverage for major medical coverage, hospitalization plan to cover all employees, during the life of this agreement. For employees electing single coverage for major medical coverage and hospitalization, the City will pay the full premium cost for such single coverage and shall rebate to the employee taking single coverage, the sum of \$100.00 for each full month the employee does not take family coverage.

Section 2: The hospital and false arrest insurance shall continue as currently in effect, with the City paying for hospitalization and major medical. Such employee shall be eligible for group hospital insurance from 30 days after their employment.

Section 3: The City will pay the full premium for one hundred thousand dollars (\$100,000) in term life insurance coverage for each employee. Employees not choosing dependent coverage cannot be covered at Employer expense for any additional insurance than the individual group health and life insurance. Additional life insurance can be purchased by employees at the employee's expense to the extent allowed under the Employer's group policy.

Section 4: The City will pay the full premium for disability coverage for each employee. Such disability coverage will provide for a ninety (90) day waiting period before eligibility for payment after a disability, with such disability payments to be 66-2/3rds of employee's base salary to a maximum of \$6,000 per month.

Section 5: All employees who qualify for a severance benefit shall have the full amount of unused sick leave remitted by the employer to the Minnesota State Retirement System to be deposited to the Post-Retirement Health Care Savings Plan for the employee, as authorized and governed by Minnesota Statute Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any purpose other than as stated above.

No Employer contribution shall be made to the said plan, and the Employer shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

Section 6: The CITY agrees that any benefit changes must be approved by the UNION.

Section 7: The CITY agrees to permit employees retiring to continue on as members of the group health and insurance programs of said employer in accord with state law and the employee shall contribute the entire cost thereof to the CITY. Said employees election to paying said insurance coverage shall be given to the CITY in writing 30 days prior to the effective date of their retirement.

Article 20: Waivers

Section 1: The parties 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 subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Article 21: Training

Article 1: Notwithstanding the fact that the responsibility to maintain State (Peace Officer Standard and Training) certification with individual employees, the CITY will cooperate with employees to assist in all areas of training, including:

A. Make information regarding training programs available to employees.

- B. When prior approval is received from the Chief of Police, all time spent and reasonable costs incurred in such training shall be paid at the applicable rate. The CITY will pay for post board licensing cost for employees.

Article 22: Funeral Leave

Section 1: ~~Employees shall receive a maximum of four days leave with pay during each twelve months of employment after completion of the initial probationary period because of a death in the immediate family of the employee including spouse, children, parents, brothers and sisters, grandparents and spouse's parents. Such leave shall not be accumulative in the event it is not used during that period.~~

Employees will be granted up to four days of funeral leave per year. Funeral leave shall not accrue from year to year. Employees will be permitted to use up to four consecutive working days per year, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance. Immediate family members (for purposes of Funeral Leave) are an employee's parent, step-parent, spouse, child or step-child, sibling or step-sibling, grandparent or step-grandparent, grandchild or step-grandchild, mother- or father-in-law, grandparent-in-law, sibling-in-law, or member of the immediate household.

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or Director depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).

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Article 23: Uniform Allowance

Section 1: Effective in 2011, the CITY will provide the initial uniform to the employee and will reimburse employees for up to \$900 per year for uniform and accessories. Request for reimbursement must be accompanied by a copy of the receipt.

Article 24: Deduction of Dues

Section 1: Employer hereby agrees to deduct from the wages of the employees governed hereby monthly dues as designated by the UNION and the same be payable at the end of each month to Law Enforcement Labor Services, Inc., subject only to authorization being signed by each employee involved.

Article 25: Severability

Section 1: If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Article 26: Seniority

~~Section 13:~~ During the one (1) year probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.

Section 24: Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

~~Section 2:~~ During the one (1) year probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in their previous position at the sole discretion of the Employer.

Section 3: A reduction of work force will be accomplished on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new employee is hired.

Article 27: Release of Records

Section 1: The City shall not release an employee's medical or psychological records without first having obtained a written authorization for the release of such information from the employee. The City must obtain a written authorization each time it wishes to release the employee's medical or psychological information.

Article 28: Personal Leave

Section 1: All employees employed by this agreement shall be entitled to eight (8) hours of personal leave annually.

Article 29: Duration

Section 1: This AGREEMENT shall remain in full force and effect from the first day of January ~~2nd~~, 2017 to the 31st of December 2019 and shall automatically be renewed from year to year unless either party shall notify the other in writing sixty days prior to the anniversary date.

IN WITNESS WHEREOF, the undersigned have caused this AGREEMENT to be executed as of the __ day of ~~January 2017~~ _____.

CITY OF WASECA, MINNESOTA

LAW ENFORCEMENT LABOR SERVICES, INC.

Local #339

City Manager

Union Steward

Business Agent

~~2017 - 2019~~ 2020-2022

LABOR AGREEMENT
BETWEEN THE CITY OF WASECA, MINNESOTA
AND
LOCAL UNION 949
OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

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This AGREEMENT made and entered into as of the 2nd day of January, ~~2017~~–2020 by and between the CITY OF WASECA, a municipal corporation, (hereinafter referred to as the “CITY”) and Local No. 949 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, (hereinafter referred to as “UNION”) as exclusive bargaining agent for the employees in the bargaining unit set forth in Article 1 below.

WHEREAS, Minnesota Legislature has endorsed the practices and procedures of collective bargaining as a fair and only way of conducting its relations with its employees and relations of any political subdivision with its employees, insofar as such practices and procedures are appropriate to the function of obligations of the CITY to retain the right effectively to operate in a reasonable and efficient manner and are so consonant with the paramount of the CITY and its citizens.

WHEREAS, it is the intention of the Agreement to set forth the entire Agreement of the parties covering the employment conditions where not otherwise mandated by statutes, charter or ordinances, to maintain and increase the individual productivity in the quality of services, to prevent interruptions of work and interference of the efficient operation of the CITY and to provide an orderly and prompt method for handling and processing grievances.

WHEREAS, the parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the CITY by statutes of the State Of Minnesota, City Charter, and City Ordinances and City Resolutions.

ARTICLE 1: RECOGNITION

SECTION 1. The CITY recognizes Local 949 is recognized as the Exclusive Representative for: All employees employed by the City of Waseca, Minnesota, in the Electric Department, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential, office staff, and all other employees.

ARTICLE 2: GRIEVANCES

SECTION 1. A grievance shall be defined as a dispute or disagreement raised by an employee involving the interpretation or application of the specific express provisions of this Agreement. It is specifically understood that any matters covered by Minnesota statutory provisions, City Charter provisions, City Ordinances and City Resolutions shall not be considered grievances and subject to the grievance procedure hereto set forth. Grievances, as herein defined, shall be processed in the following manner:

Step 1: The employee who has a grievance shall submit it in writing within five working days from the date the grievance arose or within three days from

which the employee had notice of the grievance, whichever is later, to his immediate supervisor on an individual basis and that supervisor is designated for this purpose to be the Director of the Electric and Water Departments. The Supervisor shall give his oral answer within three working days after such presentation by such employee.

Step 2: If the grievance is not settled in Step 1 and the UNION desires to appeal, it shall be referred by the UNION in writing to the City Manager within ten working days after the designated Director of the Electric and Water Departments answer in Step 1. A meeting between the City Manager, or his designated representative, and a UNION representative shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, settlement shall be reduced to writing and signed by the City Manager or his designated representative and the UNION. If no settlement is reached, the City Manager, or his designated representative, shall give the CITY'S written answer to the UNION within five working days following the meeting.

Step 3: If the grievance is not settled in accordance with the foregoing Grievance Procedure, the UNION may refer the grievance to arbitration within seven working days after receipt of the CITY'S answer in Step 2. Parties shall attempt to agree on an Arbitrator within five working days after receiving notice of referral and in the event that the parties are unable to agree upon an Arbitrator within said five day period, either party may request the Public Employment Relations Board to submit a panel of five Arbitrators. The party requesting arbitration shall strike the first two names from the panel; then the other party shall strike two names from the panel; the remaining name shall be the Arbitrator. The Arbitrator shall be notified of this selection by joint letter from the CITY and the UNION requesting that he set a time and a place, subject to the availability of the CITY and the UNION representatives.

The Arbitrator selected shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issues submitted to him in writing by the CITY and the UNION, and shall have no authority to make a decision on any other issue not so submitted to him. The Arbitrator shall be without power to make decisions to or inconsistent with or modifying or varying in any way the laws and rules and regulations having the force and effect of law. The Arbitrator shall submit in writing his decision within thirty days following close of the hearing or the submission of briefs by the parties which were his later, unless the parties agree to an extension thereof. The Arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented. The decision of the Arbitrator shall be final and binding.

SECTION 2. It is expressly understood and agreed that if a grievance is not presented within the time limit set forth above, it shall be considered “waived”. If a grievance is not appealed to the next step within the time specified in this Agreement, or any agreed extension thereof, it shall be considered settled on the basis of the CITY’S last answer. If the CITY does not answer a grievance or an appeal thereof within the time limit specified, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next procedure.

SECTION 3. The time limit in each step may be extended by mutual written agreement of the CITY and the UNION representatives involved in each step.

SECTION 4. The term “working days” as used in this article shall mean the days Monday through Friday inclusive.

SECTION 5. The parties hereto may, by mutual written agreement, agree to submit more than one grievance to the Arbitrator.

SECTION 6. The fee and expenses of the Arbitrator shall be divided equally between the CITY and the UNION; provided that, however, each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE 3: HOURS

SECTION 1. This Article is intended only to define the normal hours of the week to provide the basis of calculation of overtime pay.

SECTION 2. The normal work week for all employees shall be five (5) consecutive eight hour days commencing on Monday and ending on Friday, inclusive, for a total of forty (40) hours per week.

SECTION 3. The regular hours of employment shall be from 7:00 a.m. to 3:30 p.m. with one (1/2) hour intermission for lunch, or as otherwise agreed upon.

SECTION 4. The hours and days of regular work are subject to change by the employer with notice provided by the Friday or the last scheduled work day, whichever is earlier, with a minimum of forty-eight (48) hours’ notice. The change would be for a maximum of three (3) consecutive days, one (1) time per month, with a maximum of eight (8) times per year per employee. The change must fall between the hours of 6:00 am and 5:00 pm.

ARTICLE 4: ~~2017-2020~~ WAGES

For salary base purposes:

SECTION 1. The following wage schedule shall apply during this contract:

Lineworker

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
56,808.06	59,172.70	61,537.34	63,909.07	66,273.71	68,638.34	71,010.08
\$27.31	\$28.45	\$29.59	\$30.73	\$31.86	\$33.00	\$34.14
\$29.84	\$31.09	\$32.33	\$33.57	\$34.82	\$36.06	\$37.31

Line Foreperson

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
61,298.32	63,849.86	66,401.41	68,960.61	71,512.15	74,063.70	76,622.90
\$29.47	\$30.70	\$31.92	\$33.15	\$34.38	\$35.61	\$36.84
\$32.20	\$33.54	\$34.88	\$36.23	\$37.57	\$38.91	\$40.25

~~2018-2021~~ wages ~~minimum 1% maximum~~ 3% increase

~~2019-2022~~ wages minimum ~~12~~% maximum 3% increase

New employees shall be brought in at the appropriate step as determined by the employer base based on relevant education and experience.

Employees brought in at Step 1 will move to Step 2 after six (6) months of employment contingent on their meeting the expectations for the position. They will subsequently be moved to Step 3 at their one-year anniversary contingent on their meeting the expectations for the position.

All employees on Step 3 through Step 6 will move to the next step on the anniversary date of their employment, contingent on their meeting the expectations for the position, except that employees employed by the City of Waseca as of January 1, 2017 who move to the next step on the first full pay period of July-~~4~~, which will be treated as their anniversary date for the purpose of moving steps going forward.

Lineworkers will not progress beyond Step 5 until successful completion of a City of Waseca approved indentured apprenticeship program, including exam for licensure. A lineperson will be given two (2) days of paid leave to take the exam for the licensure as a Lineworker Electrician for up to two (2) tests. The days of paid leave will be for the day prior to the exam and the day of the exam.

The stated wage for, Line Foreperson and Lineperson is the minimum wage for this position. The CITY may, at its discretion, pay a higher rate.

ARTICLE 5: OVERTIME PAY

SECTION 1. Paydays shall be every other Thursday. When paydays fall on a holiday, the employees shall be paid on the preceding day.

SECTION 2. All work performed in excess of eight (8) hours in one (1) day or forty (40) hours in any one (1) week shall be considered as overtime and shall be paid for at the rate of one-and-one-half (1-1/2) times the regular hourly rate as specified in Article IV. Employees shall not be required to take time off for the overtime worked. Time worked on Sundays shall be compensated at the rate of two (2) times the regular hourly rate.

SECTION 3. Employees may be assigned overtime work or assigned shifts at the discretion of the employer. Overtime shall be divided as equally as practicable. Employees shall be required to work overtime unless excused by the employer. Employees who refuse to work overtime may be subject to disciplinary action.

SECTION 4. When it becomes necessary for an employee to continue work for more than two (2) hours after regular quitting time or ten (10) hours continuous for shift workers, the employee shall be furnished a meal at the Employer's expense one (1) hour after their regular quitting time and at intervals of not more than six (6) hours thereafter while he continues to work.

SECTION 5. A minimum of two (2) hours pay at the overtime rate shall be allowed to all employees called back to work after having been released from the regular day's work.

SECTION 6. Any employees reporting for work on orders of Management, and being assigned, shall be allowed two (2) hours pay at overtime rate for so reporting.

SECTION 7. For safety reasons, when an employee has worked sixteen (16) consecutive hours in a twenty-four (24) hour period, he/she shall be given a four (4) hour rest period without loss of a regular scheduled work day's pay if such rest period falls within the definition of Section 3.03. If an employee has worked in excess of sixteen (16) hours in a twenty-four (24) hour period, he/she shall be paid at the rate of two (2) times the regular hourly rate for all hours in excess of sixteen (16) until he/she has been given a four (4) hour rest period.

SECTION 8. Employees may accrue compensatory time at the appropriate overtime rate, to a maximum of forty (40) hours and that will be used by the fiscal year end December 31. If such compensatory time is unused at year end, the employee may request pay for this time or convert these hours to the vacation accrual bank, provided that the total amount in the vacation bank does not exceed the twenty-five (25) day maximum. An employee's annual accrual of comp time may not exceed 40 hours. Prior to working overtime hours, an employee must receive authorization from his/her supervisor and an agreement must be made whether the time will be compensated monetarily or with compensatory time.

SECTION 9. The on-call electric line person shall receive paid compensation only at the following rates:

1. a. 1.0 hours at overtime pay rate for each weekday Monday through Friday.
- b. 4.0 hours at overtime pay rate for each week-end day (Saturday and Sunday) and each Holiday as defined in the union contract.
2. The on-call line person shall arrive at City Hall no later than thirty (30) minutes after receiving a callback request.
3. The on-call line person who does not arrive at City Hall not later than thirty (30) minutes after receiving a call-back request shall forfeit on-call pay for that day only and still shall respond to the call-back request.
4. All call-back requests shall be routed to the on-call line person.
5. In the absence of the line foreperson, the City, at its sole discretion, shall determine the need to appoint an acting Line Foreperson and after (5) days as the acting Line Foreperson, said acting Line Foreperson shall receive the Line Foreperson rate of pay retroactive to the first date of assignment and continue to receive said foreperson rate of pay until the Line Foreperson returns to work or the City determines there is no longer a need for an acting Line Foreperson.
6. The line person on-call rotation shall be Monday through Sunday, a seven (7) day on-call rotation.
7. The payment for on call status is not eligible for compensatory time accrual.
8. The line crew shall establish a written on-call rotation at least three (3) months in advance. The line crew shall provide the Director of Utilities with the written on-call rotation. Linepersons may substitute for on-call coverage at their discretion, and shall notify the Director of all on-call changes so such changes can be immediately forwarded to the City emergency callback service.

ARTICLE 6: MANAGEMENT RIGHTS

SECTION 1. The CITY retains the full and unrestricted right to manage all manpower and facilities; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to exercise discipline in the interest of good service and the proper conduct of business; 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.

SECTION 2. The assignment of employees to various jobs in plants, to shifts and to crews, shall be at the discretion of the CITY.

ARTICLE 7: UNION OFFICIALS

SECTION 1. There shall be no more than one (1) UNION Steward. The Steward and other UNION officials shall not leave their work stations without prior permission of their supervisor and then only for such activities as are specifically provided for in this Agreement. They shall notify their supervisor upon return to their work stations. The UNION shall furnish the CITY with a complete and current list of its UNION officials and Steward who will represent the UNION in all matters of this contract.

SECTION 2. Representatives of the UNION, previously accredited to the CITY in writing by the UNION, shall be permitted to come on the premises of the CITY for the purposes of investigating or discussing grievances if they have first obtained permission from the City Manager or his designated representative, provided that the UNION representative does not interfere with the work of the employees.

SECTION 3. The UNION agrees that there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or any other activities on CITY time.

SECTION 4. The UNION may accept as members all regular employees of the Employer within the classifications hereinafter listed who have served a six (6) month probationary period of employment.

ARTICLE 8: UNION DUTIES

SECTION 1. Neither the UNION, its officers or agents, nor any of the employees covered by this Agreement can engage in, encourage, sanction, support or suggest any strikes, slow-downs, mass resignations, mass absenteeism, willful absence of ones position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance and duties of employment. In the event that any employee violates this Article, the UNION shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE 9: EQUIPMENT

SECTION 1. The CITY agrees to provide safe working conditions for its employees and employees agree that they will be aware of, know the uses of and will, in all instances, use all the safety equipment furnished to them by the CITY.

SECTION 2. The City shall furnish all rubber coats, hats, gloves, hard hats and all other

necessary equipment meeting OSHA standards for employee protection as determined by the employer, and it is the rule of the parties hereto that such protective equipment be used,

Safety Shoes/Boots. The City will provide any necessary safety shoes/boots and insulated shoes/boots as required under Section 2 of this Article for the safety and well-being of the employee. The employer shall determine the need for such equipment on a case-by-case basis and based on the requirements of the employee's job duties.

Safety Glasses. The City will reimburse employees up to two-hundred (\$200) for the purchase or repair of prescription or non-prescription OSHA and ANSI Z87.1 (current standard) approved safety glasses. This reimbursement shall be for up to one (1) pair of glasses per employee per year. In the event of damage or destruction that is work related, the City may replace or repair the damage/destroyed safety glasses without regard to this limitation. Requests for reimbursement must be accompanied by a copy of the receipt.

SECTION 3. This safety glasses reimbursement shall be for up to one (1) pair of glasses prescription or non-prescription that meets the ANSI Z87.1 standard, per employee per year. In the event of damage or destruction that is work related, the CITY will replace or repair the damaged/destroyed safety glasses without regard to this section's limitations.

ARTICLE 10: JURY SERVICE

SECTION 1. When an employee has been absent from work because of jury service, he shall be paid his regular salary by the Employer with the understanding that, at the completion of his jury service, he shall present his jury service check to Management and that the amount of such check, less the amount included for travel expenses, shall be deposited as an offset to the previously paid wage.

ARTICLE 11: VACATIONS

SECTION 1. . All regular employees employed by this Agreement shall be entitled to a vacation with pay as specified in Article IV each year in accordance with the following schedule:

One (1) year but less than twelve (12) years of employment	Three (3) weeks containing fifteen (15) working days 120 hours per year
Twelve (12) years or more of employment	Four (4) weeks containing twenty (20) working days

160 hours per year

SECTION 2. All permanent, full-time employees in service will accrue vacation days in accordance with the schedule listed above. Vacation shall accrue to all full-time and permanent employees for continuous service from the date of initial employment to a full-time, permanent position, at the rate of one and one-fourth (1-1/4) vacation days shall be earned for each month of service where three (3) weeks of vacation applies and one and two-thirds (1-2/3) vacation days shall be earned for each month of service where four (4) weeks of vacation is entitled.

SECTION 3. Vacation schedules shall be determined by each department head in accordance with departmental requirements. Earned vacation may be accumulated up to a maximum of twenty-five (25) days except upon approval of the City Manager.

SECTION 4. Vacation time shall be compensated at the employee's regular rate of pay. When a holiday occurs during a regular vacation, said holiday shall not be charged against earned vacation time; pay for such holiday shall be added to the employee's vacation pay. Since the purpose of a vacation is to give an employee an opportunity to rest and relax, no additional compensation will normally be paid an employee in lieu of vacation.

SECTION 5. Each employee who leaves the City employment for any reason, whether voluntary or involuntary will be paid for earned, unused vacation days that have been earned and not taken.

SECTION 6. Unauthorized time off will be charged against vacation, if vacation is exhausted time will be charged against sick time. In the event vacation and sick leave are both exhausted, the time will be counted as unpaid leave.

SECTION 7. Where there are conflicts over a particular period, the senior man shall be given preference. National Guard and Army Reserve or related leaves will take precedence over vacations where only a limited number of employees can be let off at any one time.

SECTION 8. On or before March 1st of each year the Director will post a blank vacation schedule. Employees concerned will be given a period of one (1) month to sign in their vacation preference, military service and job classification seniority receiving priority. After April 1st, the vacation schedule will be posted.

ARTICLE 12: LEAVES OF ABSENCE

SECTION 1. An unauthorized absence from duty during required hours of attendance, whether for a day or more, or for any part of a day, shall be treated as absence without leave. Such absences may be made the grounds for disciplinary action. Where conditions

warrant and adequate reasons are given for failure to secure prior authorization, the absence may be authorized by a later grant of leave. If an employee is absent without leave for two (2) calendar weeks, his employment with the CITY automatically terminates.

SECTION 2. If an employee is either on an approved leave of absence without pay, or is suspended without securing subsequent authorization for such leave, he shall not accrue any vacation or sick leave for the time they were absent or suspended. Vacation and sick leave accruals will be prorated as necessary in order to accomplish this. Any holidays occurring in conjunction with absence without leave, or leave without pay, shall be forfeited by the employee.

SECTION 3. When the interest of the CITY can be benefited, the Manager may grant a leave of absence without pay for special reasons for periods beyond those allowable for pay provided the appointing authority is willing either to allow the position from which the leave is taken to remain vacant, or to fill it by temporary appointment until the expiration of such leave.

ARTICLE 13: HOLIDAYS

SECTION 1. The following days shall be recognized as guaranteed, paid holidays:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Eve Day
Christmas Day

SECTION 2. On January 1 of each year, each employee will be eligible for one (1) personal day. Personal leave days must be used in the year they are earned and the employee must receive prior approval for the date of use.

SECTION 3. When any of the mentioned holidays falls on a Saturday or Sunday, an employee shall be allowed to absent himself from work on the closest work day without any loss in pay. All regular employees required to work on one (1) of the above designated holidays shall receive, in lieu of the holiday, pay at two and one-half (2-1/2) times regular pay, as specified in Article 4, for hours worked between 8:00 a.m. and 5:00

p.m.; hours worked between 12:01 a.m. and 7:59 a.m. and 5:01 p.m. to 11:59 p.m. shall be compensated at two (2) times the hourly rate. Any other than the above municipal holidays, created by the State Legislature are not guaranteed holidays.

ARTICLE 14: SICK LEAVE

SECTION 1. Each employee shall earn sick leave from date of employment at the rate of eight (8) hours per month. Sick leave may be requested by an employee as accrued.

SECTION 2. Employees may take sick leave only for absence from duty as a result of personal illness, legal quarantine, or serious illness in the immediate family (spouse or children, Mother and Father) when the attending physician certifies that the employee's attendance and assistance to the member of the family who is ill is required.

SECTION 3. Accumulation of sick leave is permitted to a total of not more than 125 working days. The employer may, under exceptional circumstances, extend sick leave benefits beyond the number of days accumulated.

~~**SECTION 4.** Employees may use sick leave for professional medical care. Employees shall accrue twenty-four (24) hours of "deferred leave" annually after reaching the cap of 125 days, and maintaining the 125 days for 75% of the year, use for illness (physical or mental) related to employee or family member. Use of deferred leave is for non-vacation purposes and requires approval of the City Manager.~~

SECTION 54. Employees are required to follow the following three (3) steps to be eligible for sick leave:

- (a) Report immediately to the employer the reason for any absence;
- (b) If the absence is more than twenty-four (24) working hours in length, the employee must keep the employer informed of the employee's physical condition; and,
- (c) If required by the employer, employees must submit their medical certificate for absences exceeding twenty-four (24) working hours.

SECTION 65. Employees who claim sick leave when physically and mentally fit unless under specific provision of this agreement shall be subject to disciplinary action.

SECTION 76. Retiring employees will receive forty-two percent (42%) of accumulated sick leave up to the maximum of one thousand (1,000) hours as severance pay.

SECTION 87. All employees who qualify for a Severance Benefit under Article 14, Section 14.07 of the Labor Agreement shall have the full amount of said accumulated sick leave as defined in Article 14, Section 14.07, remitted by the employer to the Minnesota State Retirement System to be deposited to the ~~Post-Retirement~~Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Statutes Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any purpose other than as stated above.

In addition, all retiring employees covered by the Labor Agreement will have any and all unused vacation remaining on the employee's last day of work remitted by the employer to the Minnesota State Retirement System to be deposited to the ~~Post-Retirement~~Post-Retirement Health Care Savings Plan for the employee. The employee will not have the option of receiving these funds in cash or having them applied for any purpose other than as stated above.

No Employer contribution shall be made to the said plan, and the Employer shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.

ARTICLE 15: INJURY

SECTION 1. Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absences from duty caused by accident or injury as defined in the Workman's Compensation Act of the State of Minnesota as amended, arising out of and in the course of CITY employment.

SECTION 2. The employee agrees and shall be obligated to turn over to the CITY all amounts he receives as temporary weekly compensation under the Act.

SECTION 3. Any full-time employee who has been employed by the CITY at least six (6) months, injured on his regular job, shall be entitled to full pay to a period of ninety (90) calendar days while he is absent and receiving Worker's Compensation payments for lost time. If any portion of the day is reimbursed to the employee by Worker's Compensation for lost time, that portion will be counted toward the 90 day time period. These benefit checks will be endorsed over to the City. At the employee's option the accrued sick leave will not be charged until after and beginning with the 91st day of absence from work by reason of such injury. An employee who claims an absence from work due to any injury sustained on his regular job is subject to examination to be made on behalf of the CITY by a person competent to perform the same and as is designated by the CITY. Where doubt exists as to the employee's physical and mental capability to perform, the employer shall have the right to require the employee to take a medical examination at the CITY'S expense at a reasonable time.

SECTION 4. Nothing in this Article shall be construed to limit the CITY'S rights and

authority as specified in Article 6.

ARTICLE 16: MILITARY LEAVE

SECTION 1. Military Leave will be granted in accordance with Minnesota State Statutes.

ARTICLE 17: UNION MEMBERSHIP

SECTION 1. Employees have the right to join or refrain from joining the UNION. Neither the CITY nor the UNION shall discriminate against or interfere with the rights of the employees to become or not become members of the UNION, and further, that there shall be no discrimination or coercion against any employee because of UNION membership or non-membership.

ARTICLE 18: SENIORITY

SECTION 1. All employees shall accrue seniority on two (2) basis:

- a. MASTER SENIORITY - This seniority is established from the employee's original date of continuous employment, and is used in determining length of vacation, amount of sick leave, etc.
- b. JOB CLASSIFICATION SENIORITY - This seniority list shows the employee's relative position in his job classification, and is considered in making promotions. Job seniority applies only to the employee's particular crew; that is, line crew, operating crew, mechanic crew, etc.

SECTION 2. In the event of layoffs, the last regular employee hired shall be the first to be laid off; and the last regular employee laid off shall be the first to be re-hired in the event of subsequent job openings. An employee in any job classification shall have the right to assume a lesser job classification in the event of layoffs, providing, however, that he meets the qualifications of the lesser position.

SECTION 3. All new, non-management positions and vacancies in existing ones shall be posted, and management shall give preference to present employees in filling such positions and vacancies.

SECTION 4. Temporary employees shall not participate in the benefits provided by this Agreement.

SECTION 5. An employee on trial for employment not covered by this Agreement shall be given six (6) months time to qualify for the position. During his trial period, he shall retain his seniority and all other benefits of his Union membership and shall revert to his original position without loss of rights or benefits in the event he is not accepted for such

employment. In the event the employee is offered and accepts such other position, he shall sever his connection with the UNION.

SECTION 6. In the event the Electric Utility were to be sold, all regular employees who were previously employed on a part-time basis shall be given credit for all hours worked on a part-time basis for purposes of transferred seniority to the purchasing utility only.

ARTICLE 20: INSURANCE

SECTION 1. For employees electing single coverage for major medical coverage and hospitalization, the City will pay 100% of the premium cost for such single coverage and shall rebate to the employee taking single coverage, the sum of \$100.00 for each full month the employee does not take family coverage. The City will contribute eighty percent (80%) of the cost of family coverage for major medical coverage, hospitalization plan to cover all employees, during the life of this agreement.

SECTION 2. The CITY will pay the full premium for \$100,000.00 in term life insurance coverage for each employee. Employees not choosing dependent coverage cannot be covered at Employer's expense for any additional insurance than the individual group health and life insurance. Additional life insurance can be purchased by employees at the employee's expense to the extent allowed under the Employer's group policy.

SECTION 3. The CITY will pay the full premium for disability coverage for each employee. Such disability coverage will provide for a 13 week (520 hours of sick leave) waiting period before eligibility for payment after a disability, with such disability payments to be 66-2/3rds of employee's base salary to a maximum of \$6,000.00 per month.

ARTICLE 21: FUNERAL LEAVE

SECTION 1. ~~Employees shall receive a maximum of four (4) days leave with pay during each twelve (12) months of employment after completion of the initial probationary period because of a death in the immediate family of the employee including spouse, children, parents, brothers and sisters, grandparents and spouse's parents. Such leave shall not be accumulative in the event it is not used during that period. Employees will be granted up to four (4) days of funeral leave per year. Funeral leave shall not accrue from year to year. Employees will be permitted to use up to four (4) consecutive working days per year, with pay, as funeral leave upon the death of an immediate family member. This paid leave will not be deducted from the employee's vacation or sick leave balance. Immediate family members (for purposes of Funeral Leave) are an employee's parent, step-parent, spouse, child or step-child, sibling or step-sibling, grandparent or step-grandparent, grandchild or step-grandchild, mother- or father-in-law, grandparent-in-law, sibling-in-law, or member of the immediate household.~~

The actual amount of time off, and funeral leave approved, will be determined by the supervisor or Director depending on individual circumstances (such as the closeness of the relative, arrangements to be made, distance to the funeral, etc.).

SECTION 2. Employees are granted up to four (4) hours paid leave from work to attend the funeral of a fellow departmental employee or the funeral of a parent, spouse, or child of a fellow departmental employee, unless circumstances unique to the department would prevent such a practice from being allowed and authorized by the Department Director and City Manager.

In an attempt to maintain daily operations or functions when this situation arises, the Department Director is authorized to use other available City personnel or other reasonable means to maintain daily operations and functions.

ARTICLE 22: TRAINING

SECTION 1. When a training program is selected by the CITY and the employee is assigned to attend, reasonable costs incurred in such training shall be paid according to CITY policy. If the training occurs during scheduled duty time, the employee will be paid for all scheduled hours but shall not be entitled to overtime for training purposes. The CITY shall offer each employee the opportunity to participate in a minimum of twenty-four (24) hours of certified or formal training per year.

ARTICLE 23: MISCELLANEOUS

SECTION 1. The Electric and Departments shall not require employees to do work out of doors continuously during heavy weather or when the temperature is more than ten (-10) degrees below zero, unless such work is necessary to protect life or property or maintain service to the public.

SECTION 2. Only qualified employees (and trainees working under direct supervision) may work on or with exposed energized lines or parts of equipment, and work shall be safely performed as follows: at least two (2) qualified employees will be present if an employee is exposed to contact with energized parts at more than 600 volts unless routine switching of circuits can be done safely, or work is performed with live-line tools if the employee is positioned so that they are not within reach of or otherwise exposed to energized parts, or emergency repairs are necessary to safeguard the general public. It is understood that this section shall correspond to the most recent version of OSHA standards related to such work.

SECTION 3. Management may employ a certain number of students on a full-time basis during school vacation periods, and on a part-time basis during the school year, providing, however, that the employment of these students does not result in employees

older in point of service being laid off. Students and part-time employees shall be given termination dates in advance so as to preclude permanent status in the CITY employment.

SECTION 4. Probationary employees (those on a six (6) month probation for steady employment) shall receive such rate of pay as is established by Management and shall receive time and one-half (1-1/2) pay for overtime and holiday work. Such employees shall receive sick leave, vacations, holidays, leave of absence, family emergency leave, paid time off for funerals, as earned. Such employees shall be eligible for group hospitalization insurance from the first date of employment, and will be required to become members of the PERA and Social Security Plan from that date.

A probation period of 6 months will be in effect on all new employees hired (whether hired as apprentice or fully qualified employees) by the Utilities during which time they may be terminated at the sole discretion of the employer. [The propationary period in this section may be extended by up to six months by the employer.](#)

SECTION 5. Any employee desiring information concerning time, overtime, vacation, holidays, sick leave, leaves of absence, etc. shall contact his immediate supervisor.

ARTICLE 24: WAIVERS

SECTION 1. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 25: SEVERABILITY

SECTION 1. If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 26: TERMINATION

SECTION 1. This Agreement shall remain in full force and effect and relate back to January 2, ~~2017-2020~~ and be in force through December 31, ~~2019-2022~~.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of this ____ day of _____ 20~~17~~20.

WITNESSED BY:

CITY OF WASECA, MINNESOTA

MANAGER

BY _____
~~DANNY LENZLEE MATTSON~~, CITY

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 949

BY _____
PRESIDENT

BY _____
BUSINESS MANAGER