



## CITY COUNCIL WORK SESSION AGENDA

MAY 9, 2023 – 6:00 pm

1. CALL TO ORDER
2. 6:00 – HARDCOVER ORDINANCE REVISED VERSION
3. 6:25 – LAKEVIEW AVENUE STREET VACATION REQUEST
4. 6:40 – PUBLIC WORKS COLLECTIVE BARGAINING REVIEW
5. 6:50 – MISCELLANEOUS
6. 6:55 – ADJOURNMENT

*Note: Agenda times are approximate*



**Memorandum**

To: Applicants  
 From: Adam Gadbois, PE, City Engineer  
 Date: April 10, 2023  
 Re: Offsetting Higher Standard Guidance

The City of Tonka Bay, in Section 1070.11 of the City Code, details the maximum allowable impervious surface coverage allowed without requiring a variance. Any proposed impervious surface in excess of 25% and up to the maximum allowable percentage detailed in 1070.11, shall require incorporation of “offsetting higher standards”. The intention of incorporating offsetting higher standards is to reduce potential stormwater runoff from the property and allow for greater amounts of stormwater infiltration on the property. The Applicant must provide a landscaping plan, or otherwise indicate on their certificate of survey, the proposed offsetting higher standards to be implemented.

Three options for offsetting higher standards are detailed below. Note that the offsetting higher standards can be different for riparian lots and non-riparian lots.

**1. Natural Vegetative Buffer Strip**

Construct a natural vegetative buffer strip in a location that receives stormwater runoff. Buffer strips can stabilize shoreland and reduce erosion, filter nutrients and pollutants, enhance water infiltration, reduce lawn maintenance, and help create a natural aesthetic. The buffer should be a minimum of five feet wide.

- Riparian lots: Install the buffer strip parallel to the shoreline. The buffer strip should be as close to the shoreline as practical.
- Non-riparian lots: Install the buffer strip close to the property line to capture stormwater runoff before it leaves the property.

**Resources:**

- Minnesota plant list provided by the Minnesota Stormwater Manual [https://stormwater.pca.state.mn.us/index.php?title=Minnesota\\_plant\\_lists](https://stormwater.pca.state.mn.us/index.php?title=Minnesota_plant_lists)
- Minnehaha Creek Watershed District natural shorelines <https://www.minnehahacreek.org/education/wetlands-shorelines-and-streambanks/shoreline-and-streambanks>
- Association of Metropolitan Soil and Water Conservation Districts Lakescaping: <https://bluethumb.org/wp-content/uploads/sites/2/2019/10/Lakescaping-by-City-of-Minnetonka.pdf>
- Utilize native, perennial vegetation, including shrubs and trees if space allows.

Northern Blue Flag Iris	Indiangrass	Great Blue Obelia	Anise Hyssop
Pink Aster	Prairie Dropseed	Marsh Milkweed	Wild Bergamot
Ox-Eye	Switchgrass	Culver’s Root	

## 2. Shade Trees

Plant two additional shade trees and conserve as many existing trees as practical. Trees can be an effective measure to help manage stormwater runoff. Leaf canopies help reduce erosion caused by rain, while also providing surface area where rain can collect and evaporate. Their root systems help absorb water and improve the ability for the soil to infiltrate. Deciduous trees must be at least two-inch caliper and coniferous trees must be at least six feet in height at time of planting.

### Resources:

- Minnesota Department of Natural Resources, choosing the right tree: <https://www.dnr.state.mn.us/treecare/righttree-shrub.html>

## 3. Disconnected Impervious

Disconnected impervious area allows stormwater runoff from impervious surfaces such as rooftops and pavement to be directed towards pervious natural or landscaped areas (green space) and infiltrate into the soil. Green space areas should be at least six feet wide and have a minimum slope of 2% and a maximum slope of 10% for a minimum of 15 feet.

There are various methods to disconnect impervious surfaces on your property:

- Direct downspouts to green space in as short of a distance as practical or pipe them to a pop-up drain emitter within a green space. Do not install pipe from downspouts all the way to property lines.
- Construct paved surfaces such as driveways or walkways such that they drain towards green space and not towards additional impervious areas.
- Construct walkways or driveways with disconnected impervious paving techniques such as stone pavers with spacing.

The information provided in this memo is regarding residential single-family lots. It does not replace the requirements for storm water management for lot splits or large subdivisions or developments. See the City Ordinances and Watershed District rules for additional guidance in those areas.

**CITY OF TONKA BAY  
HENNEPIN COUNTY, MINNESOTA**

**ORDINANCE NO. 22-\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS 1002 AND 1070 OF THE TONKA BAY  
CITY CODE RELATED TO IMPERVIOUS SURFACE COVERAGE**

**THE CITY COUNCIL OF THE CITY OF TONKA BAY HEREBY ORDAINS AS  
FOLLOWS:**

**Section 1. Definition of Impervious Surface.** The City Council hereby amends Section 1002.02, Subd. 1. I. of the City Code by inserting the following double-underlined language prior to the definition of “Interim Use”:

**Impervious surface.** A constructed hard surface that prevents or retards entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development, including rooftops, sidewalks, patios, swimming pools, parking lots, concrete, asphalt or gravel driveways, permeable pavers, artificial turf, retaining walls, and other similar surfaces. Decks and deck stairs shall not be considered an impervious surface if the deck is constructed with a minimum 1/4 inch space between each plank and the deck is constructed over a pervious surface. Decks that do not meet these criteria shall be considered impervious.

**Section 2. Impervious Surface Coverage.** The City Council hereby amends Section 1070.11 of the City Code by removing the ~~stricken~~ and inserting the double-underlined language as follows:

**1070.11 IMPERVIOUS SURFACE COVERAGE.**

Subd. 1. Maximum Allowable Coverage.

- a. The maximum impervious surface coverage for lots in all zoning districts within the Shoreland District shall be as set forth in Appendix A attached hereto and incorporated herein by reference is ~~twenty-five (25)~~ percent of the lot area.

Subd. 2. Required Treatment and Maintenance Plans.

a. \_\_\_\_\_ No person may be eligible for a variance from the requirements of this section in accordance with Minn. Stat. § 462.357, subd. 6, unless they submit, as part of their variance application, a Stormwater Treatment Plan, which shall be reviewed and approved by the City Engineer. ~~The City Council shall review the proposed Stormwater Treatment Plan along with the recommendation of the City Engineer and shall determine whether the proposal provides a reasonable means of adequately treating the increased stormwater runoff expected to be created by the~~

proposal portion of the proposed impervious surface that exceeds the maximum impervious surface coverage for the lot as set forth in Appendix A. If the City Council approves a variance to the requirements of this section, the property owner shall also be required to enter into a stormwater facilities maintenance agreement with the City in a form approved by the City.

b. In the event (1) a variance has been issued allowing a lot to exceed the maximum allowable impervious coverage, and (2) the lot's owner proposes to reduce the amount of impervious surface coverage on the lot below the amount permitted by the approved variance, but in excess of the allowable maximum in accordance with Subd. 1 above, no stormwater treatment plan is required, and no additional variance is required.

Subd. 3. In the event a lot owner proposes to reduce the amount of impervious surface coverage on their lot below the existing impervious surface coverage on the lot, but in excess of the allowable maximum in accordance with Subd. 1 above, no variance is required, but the lot owner must submit a Stormwater Treatment Plan, which shall be reviewed and approved by the City Engineer. The City Engineer shall determine whether the proposal provides a reasonable means of adequately treating the increased stormwater runoff expected to be created by the portion of the proposed impervious surface that exceeds the maximum impervious surface coverage for the lot as set forth in Appendix A.

Subd. 34. Limitations. No impervious surface coverage shall be placed, located or constructed within fifty (50) feet of the ordinary high water level, except for stairways, lifts and landings as allowed for in Section 1070.12 of this Ordinance.

**Section 3.** Appendix A. The City Council hereby amends Section 1070 of the City Code by adding "Appendix A", a copy of which is attached hereto as Exhibit A.

**Section 4.** Severability. Should any section or part of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision will not affect the validity of the ordinance as a whole or any part other than the part declared invalid.

**Section 5.** Effective Date. This ordinance shall become effective immediately following adoption and publication as required by law.

Passed by the City Council of the City of Tonka Bay this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Adam Jennings, Mayor

ATTEST:

\_\_\_\_\_

Daniel Tolsma  
City Administrator-Clerk

**EXHIBIT A**

Appendix A

(attached hereto)

**APPENDIX A**

CITY OF TONKA BAY  
MAXIMUM ALLOWABLE IMPERVIOUS SURFACE COVERAGE

Lot Size (sq. ft.)*	Surface Coverage (%)
0 to 11,031	40.0
11,032 to 11,091	39.9
11,092 to 11,151	39.8
11,152 to 11,211	39.7
11,212 to 11,271	39.6
11,272 to 11,331	39.5
11,332 to 11,391	39.4
11,392 to 11,451	39.3
11,452 to 11,511	39.2
11,512 to 11,571	39.1
11,572 to 11,631	39.0
11,632 to 11,691	38.9
11,692 to 11,751	38.8
11,752 to 11,811	38.7
11,812 to 11,871	38.6
11,872 to 11,931	38.5
11,932 to 11,991	38.4
11,992 to 12,051	38.3
12,052 to 12,111	38.2
12,112 to 12,171	38.1
12,172 to 12,231	38.0
12,232 to 12,291	37.9
12,292 to 12,351	37.8
12,352 to 12,411	37.7
12,412 to 12,471	37.6
12,472 to 12,531	37.5
12,532 to 12,591	37.4
12,592 to 12,651	37.3
12,652 to 12,711	37.2
12,712 to 12,771	37.1
12,772 to 12,831	37.0
12,832 to 12,891	36.9
12,892 to 12,951	36.8
12,952 to 13,011	36.7

Lot Size (sq. ft.)	Surface Coverage (%)
13,012 to 13,071	36.6
13,072 to 13,131	36.5
13,132 to 13,191	36.4
13,192 to 13,251	36.3
13,252 to 13,311	36.2
13,312 to 13,371	36.1
13,372 to 13,431	36.0
13,432 to 13,491	35.9
13,492 to 13,551	35.8
13,552 to 13,611	35.7
13,612 to 13,671	35.6
13,672 to 13,731	35.5
13,732 to 13,791	35.4
13,792 to 13,851	35.3
13,852 to 13,911	35.2
13,912 to 13,971	35.1
13,972 to 14,031	35.0
14,032 to 14,091	34.9
14,092 to 14,151	34.8
14,152 to 14,211	34.7
14,212 to 14,271	34.6
14,272 to 14,331	34.5
14,332 to 14,391	34.4
14,392 to 14,451	34.3
14,452 to 14,511	34.2
14,512 to 14,571	34.1
14,572 to 14,631	34.0
14,632 to 14,691	33.9
14,692 to 14,751	33.8
14,752 to 14,811	33.7
14,812 to 14,871	33.6
14,872 to 14,931	33.5
14,932 to 14,991	33.4
14,992 to 15,050	33.3

Lot Size (sq. ft.)	Surface Coverage (%)
15,051 to 15,109	33.2
15,110 to 15,170	33.1
15,171 to 15,230	33.0
15,231 to 15,290	32.9
15,291 to 15,350	32.8
15,351 to 15,410	32.7
15,411 to 15,470	32.6
15,471 to 15,530	32.5
15,531 to 15,590	32.4
15,591 to 15,650	32.3
15,651 to 15,710	32.2
15,711 to 15,770	32.1
15,771 to 15,830	32.0
15,831 to 15,890	31.9
15,891 to 15,950	31.8
15,951 to 16,010	31.7
16,011 to 16,070	31.6
16,071 to 16,130	31.5
16,131 to 16,190	31.4
16,191 to 16,250	31.3
16,251 to 16,310	31.2
16,311 to 16,370	31.1
16,371 to 16,430	31.0
16,431 to 16,490	30.9
16,491 to 16,550	30.8
16,551 to 16,610	30.7
16,611 to 16,670	30.6
16,671 to 16,730	30.5
16,731 to 16,790	30.4
16,791 to 16,850	30.3
16,851 to 16,910	30.2
16,911 to 16,970	30.1
16,971 to 17,030	30.0
17,031 to 17,090	29.9

\* Lot square footage measured to tenths of a square foot are rounded as follows: .5 square feet and above rounded up and .4 square feet and below rounded down.



Lot Size (sq. ft.)	Surface Coverage (%)
17,091 to 17,150	29.8
17,151 to 17,210	29.7
17,211 to 17,270	29.6
17,271 to 17,330	29.5
17,331 to 17,390	29.4
17,391 to 17,450	29.3
17,451 to 17,510	29.2
17,511 to 17,570	29.1
17,571 to 17,630	29.0
17,631 to 17,690	28.9
17,691 to 17,750	28.8
17,751 to 17,810	28.7
17,811 to 17,870	28.6
17,871 to 17,930	28.5
17,931 to 17,990	28.4
17,991 to 18,050	28.3
18,051 to 18,110	28.2

Lot Size (sq. ft.)	Surface Coverage (%)
18,111 to 18,170	28.1
18,171 to 18,230	28.0
18,231 to 18,290	27.9
18,291 to 18,350	27.8
18,351 to 18,410	27.7
18,411 to 18,470	27.6
18,471 to 18,530	27.5
18,531 to 18,590	27.4
18,591 to 18,650	27.3
18,651 to 18,710	27.2
18,711 to 18,770	27.1
18,771 to 18,830	27.0
18,831 to 18,890	26.9
18,891 to 18,950	26.8
18,951 to 19,010	26.7
19,011 to 19,070	26.6
19,071 to 19,130	26.5

Lot Size (sq. ft.)	Surface Coverage (%)
19,131 to 19,190	26.4
19,191 to 19,250	26.3
19,251 to 19,310	26.2
19,311 to 19,370	26.1
19,371 to 19,430	26.0
19,431 to 19,490	25.9
19,491 to 19,550	25.8
19,551 to 19,610	25.7
19,611 to 19,670	25.6
19,671 to 19,730	25.5
19,731 to 19,790	25.4
19,791 to 19,850	25.3
19,851 to 19,910	25.2
19,911 to 19,970	25.1
19,971 and above	25.0

\* Lot square footage measured to tenths of a square foot are rounded as follows: .5 square feet and above rounded up and .4 square feet and below rounded down.



4901 Manitou Road  
Tonka Bay MN 55331  
952-474-7994  
info@cityoftonkabay.net  
[www.cityoftonkabay.net](http://www.cityoftonkabay.net)

**PETITION FOR  
VACATION OF A  
PORTION OF  
PUBLIC RIGHT-  
OF-WAY**

To the City Council of Tonka Bay, Minnesota:

The undersigned, a majority of the owners of property as set forth opposite their respective names, abutting on the public right-of-way, respectfully petition the City Council to vacate the aforesaid portion of street abutting petitioners' properties.

Name

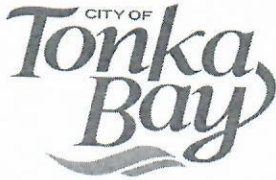
Address

Kathy Anderson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

120 Lakeview  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
City Administrator



4901 Manitou Road  
Tonka Bay MN 55331  
952-474-7994  
info@cityoftonkabay.net  
[www.cityoftonkabay.net](http://www.cityoftonkabay.net)

**PETITION FOR  
VACATION OF A  
PORTION OF  
PUBLIC RIGHT-  
OF-WAY**

To the City Council of Tonka Bay, Minnesota:

The undersigned, a majority of the owners of property as set forth opposite their respective names, abutting on the public right-of-way, respectfully petition the City Council to vacate the aforesaid portion of street abutting petitioners' properties.

Name	Address
Steve & Andrea Jones	130 Lakerow Ave
St J. Anderson	
Lora & Ruthy Marcer	110 Lakeview Ave

Received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
City Administrator



4901 Manitou Road  
Tonka Bay MN 55331  
952-474-7994  
info@cityoftonkabay.net  
[www.cityoftonkabay.net](http://www.cityoftonkabay.net)

**PETITION FOR  
VACATION OF A  
PORTION OF  
PUBLIC RIGHT-  
OF-WAY**

To the City Council of Tonka Bay, Minnesota:

The undersigned, a majority of the owners of property as set forth opposite their respective names, abutting on the public right-of-way, respectfully petition the City Council to vacate the aforesaid portion of street abutting petitioners' properties.

Name

Address

Barbara Warren  
B. Warren

90 Lakeview Ave, Excelsior, MN.  
90 Lakeview Ave Tonka Bay, MN

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
City Administrator



# Hennepin County Property Map

Date: 5/5/2023



No results

**Comments:**

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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# LABOR AGREEMENT

between

**CITY OF TONKA BAY**

and

**MINNESOTA TEAMSTERS PUBLIC AND  
LAW ENFORCEMENT EMPLOYEES'  
UNION, LOCAL #320**



REPRESENTING  
**MAINTENANCE EMPLOYEES**

**January 1, ~~2020~~ - December 31, ~~2022~~**  
**2023-2025**

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**LABOR AGREEMENT  
BETWEEN  
THE CITY OF TONKA BAY  
AND  
MINNESOTA TEAMSTERS PUBLIC AND LAW  
ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320  
(Maintenance Employees)**

**ARTICLE 1. PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Tonka Bay, hereinafter called the EMPLOYER, and Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, hereinafter called the UNION.

The intent and purpose of this Agreement is to:

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

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

**ARTICLE 2. RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statute 179A.03 Subd.14, in an appropriate bargaining unit consistent of the following classifications:

***All employees as contained in the Certification of Public  
Employee Representative Notice No. 01-PCE-187 dated  
October 24, 2000.***

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.



### **ARTICLE 3. DEFINITIONS**

- 3.1 UNION: MN Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 EMPLOYER: The City of Tonka Bay, Minnesota.
- 3.3 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.4 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 3.5 SENIORITY: Length of continuous service with the Employer.
- 3.6 COMPENSATORY TIME: Time off the employee's regularly scheduled work schedule equal in time to overtime worked at the overtime rate.
- 3.7 SEVERANCE PAY: Payment made to an employee upon honorable termination of employment.

### **ARTICLE 4. UNION SECURITY**

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

- 4.1 Deduct from the wages of the employees who authorize such a deduction in writing, an amount necessary to cover monthly UNION dues, or a "fair share" deduction, as provided in Minnesota Statutes 179.65, Subd. 2, if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.
- 4.2 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

### **ARTICLE 5. EMPLOYER AUTHORITY**

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

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

## **ARTICLE 6. SAVINGS CLAUSE**

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

## **ARTICLE 7. EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

### **7.1 DEFINITION OF A GRIEVANCE**

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

### **7.2 UNION REPRESENTATIVES**

The Employer will recognize representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated, as provided by Article 4.2 of this Agreement.

### **7.3 PROCESSING OF A GRIEVANCE**

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

### **7.4 PROCEDURE**

Grievances, as defined in Section 7.1, shall be resolved in conformance with the following procedure:

**STEP 1.** An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such

alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

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

**STEP 2a.** If a grievance is not resolved at Step 2 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timeliness for Step 3 of the grievance procedure. Any grievance not appealed in writing to Step 3 by the union within ten (10) calendar days of mediation shall be considered waived.

**STEP 3.** A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

## 7.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of law, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later,

unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

#### 7.6 WAIVER

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

### **ARTICLE 8. WORK SCHEDULES**

- 8.1 The sole authority in work schedules is the Employer. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday.
- 8.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal 6:00 a.m. - 2:00 p.m. day. When feasible, the Employer will give one (1) full day advance notice of work days different from the employee's normal eight (8) hour work day, but no later than noon of the preceding day.
- 8.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment of facilities, no advance notice needs to be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent him/her from so working.
- 8.4 The City allow employees to work Monday through Thursday nine (9) hours and on Fridays four (4) hours beginning Memorial Day through Labor. During this time, overtime will be any hours worked in excess of nine (9) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40)

hours within a seven (7) day period will be compensated at one and one-half (1½) times the employees regular base pay rate. During this time, this section will supersede Article 9.1 of the contract. Also, employees will not be able to use accumulated compensatory time to take time off on Fridays. The summer hours schedule shall be Monday through Thursday 6:00 a.m. to 3:00 p.m. and Friday 6:00 a.m. to 10:00 a.m.

## **ARTICLE 9. OVERTIME PAY**

- 9.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated at one and one-half (1½) times the employee's regular base pay rate.
- 9.2 Overtime will be distributed as equally as practicable.
- 9.3 Overtime refused by employees will for record purposes under Article 9.2 be considered as unpaid overtime worked.
- 9.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 9.5 Compensatory time off used by the employees can be accumulated to a total of forty (40) hours allowing employees to have, when computed at the usual overtime rate of time and one-half (1½), to a maximum of sixty (60) hours off annually. The compensatory time is at the discretion of the Maintenance Supervisor as to when the employees can take this time off. Employees may use a maximum of three (3) days in conjunction with vacation from May 1st through October 31st.

## **ARTICLE 10. CALL BACK**

An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two **and one-half (2½)** hours' pay at one and one-half (1½) times the employee's base pay rate. Reporting early for a shift, shift extensions, scheduled meetings, or scheduled changes do not qualify for call back pay.

## **ARTICLE 11. STAND BY**

The City may assign one (1) employee on a rotational basis to stand-by duty after scheduled work hours, weekends and holidays for a seven (7) day period. ~~On January 1, 2020 an employee on stand-by will receive eleven (11) hours straight pay per week. On January 1, 2021 an employee on stand-by will receive twelve (12) hours straight pay per week~~ **If there are two (2) employees in the rotation to do stand-by duty, the employee on stand-by pay will receive twenty (20) hours straight pay per week. If there are three (3) employees in the rotation to do stand-by duty, the employee on stand-by will receive sixteen (16) hours straight pay per week. If there are four (4) employees in the rotation to**

do stand-by duty, the employee on stand-by will receive fourteen (14) hours straight pay per week. Stand-by pay shall not be converted to compensatory time for use at a later date. An employee on stand-by will carry a pager and cell phone supplied by the City and such employee shall respond verbally within ten (10) minutes of page and must be within one-half (½) hour of Tonka Bay in order to be able to respond to emergencies (lift station failure, water plant failure, etc.).

## **ARTICLE 12. LEGAL DEFENSE**

- 12.1 Employees involved in litigation because of negligence, ignorance of laws, non-observance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.
- 12.2 Any employee who is charged with a traffic violation, ordinance violation or criminal offense arising from acts performed within the scope of their employment, when such act as performed in good faith and under direct order of the employee's supervisor, shall be reimbursed for reasonable attorney's fees, and at rates not to exceed those by the City Attorney for customary services, and court costs actually incurred by such employee in defending against such charge.

## **ARTICLE 13. RIGHT OF SUBCONTRACTING**

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

## **ARTICLE 14. DISCIPLINE**

- 14.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- A. Oral reprimand;
  - B. written reprimand;
  - C. suspension;
  - D. demotion; or
  - E. discharge.
- 14.2 Suspensions, demotions and discharges will be in written form.
- 14.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by the signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 14.4 Employees may examine their individual personnel files at reasonable time under the direct supervision of the Employer.

- 14.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 14.6 Grievances relating to this Article shall be initiated by the Union at Step 3 of the grievance procedure under Article 7.

#### **ARTICLE 15. SENIORITY**

Seniority will be the determining criterion for transfers, promotions and lay-offs only when all other qualification factors are equal.

#### **ARTICLE 16. PROBATIONARY PERIODS**

- 16.1 All newly hired or rehired employees will serve a ~~six (6)~~ **twelve (12)** months' probationary period.
- 16.2 All employees will serve a ~~six (6)~~ **twelve (12)** months' probationary period in any job classification in which the employee has not served a probationary period.
- 16.3 At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the Employer.
- 16.4 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer.

#### **ARTICLE 17. SAFETY**

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

#### **ARTICLE 18. JOB POSTING**

- 18.1 The Employer and the Union agrees that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- A. Have the necessary qualifications to meet the standards of the job vacancy; and,
  - B. Have the ability to perform the duties and responsibilities of the job vacancy.
- 18.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 15. Probationary Periods.

- 18.3 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.
- 18.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

**ARTICLE 19. INSURANCE**

- 19.1 Employer will contribute 2/3 of the monthly cost for employee health insurance premium coverage (employee plus spouse/family).

Employer will pay 100% of the monthly single Employee health insurance premium cost.

Employer will pay the following yearly amounts towards the yearly HSA deductible:

<del>2020</del> 2023	<del>\$2100</del> \$2300
<del>2021</del> 2024	<del>\$2150</del> \$2400
<del>2022</del> 2025	<del>\$2200</del> \$2500

- 19.2 Employer will pay 100% of single dental insurance premium cost.
- 19.3 Employer will provide Life Insurance at employer’s cost with a benefit equal to ~~\$15,000~~ \$50,000.
- 19.4 AD&D ~~\$15,000~~ \$50,000 coverage. Benefit paid depends on loss.

**ARTICLE 20. HOLIDAYS**

- 20.1 The Employer grants the following holidays for full-time employees:

New Year's Eve Day (1/2)	Floating Holiday
New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day (1/2 Day)
Fourth of July	Christmas Day
Labor Day	Juneteenth

- 20.2 If any of the above holidays fall on a Saturday, the preceding day will be observed as the holiday. If any of the above holidays falls on a Sunday, the following day will be observed as the holiday. The Christmas Eve and New Year’s Eve half-day (1/2) holidays will be observed on the last regularly scheduled work day prior to the observed holiday.
- 20.3 Any employee called to work or scheduled to work on a holiday will be paid at the



rate of two (2) times the employee's base pay rate for all hours worked plus the pay for the holiday.

**ARTICLE 21. SICK LEAVE**

21.1 Employees will receive a total of twelve (12) days per year - one (1) day for each month.

21.2 It shall be understood that probationary employees (new hires only) shall not be entitled to sick leave with pay **unless approved by the supervisor.**

21.3 Sick leave shall be allowed to accumulate to a maximum of 960 hours.

**ARTICLE 22. SEVERANCE PAY**

An employee in good standing, severing employment with the City after five (5) years of full-time employment, shall be paid severance pay of fifty percent (50%) up to 480 hours of the employee's accumulated sick leave.

**ARTICLE 23. VACATION**

23.1 Employees will accrue vacation at the following rate:

<u>Years of Service</u>	<u>Hours per Year</u>
0 - 5	80
6 - 10	120
11 - 15	160
16	168
17	176
18	184
19	192
20	200

23.2 Employees may not use vacation leave during the original probationary period without the approval of the Employer.

23.3 Vacation leave is earned for each month worked.

23.4 If an employee resigns or is terminated by the Employer, the employee shall be paid for unused vacation the employee has accumulated.

23.5 Vacation hours may be carried over to a maximum of 10 days per year and must be used before April 1 of the following calendar year.

**ARTICLE 24. INJURY ON DUTY**

The Employer agrees to establish an Injury On Duty Program for full-time employees.

The Plan will provide for sixty (60) working days of salary less any Workers' Compensation benefits. The first five (5) days of absence from duty shall be deducted from any accumulated sick leave. The Employer shall pay the difference in the employee's regular salary and any benefits paid to the employee by Workers' Compensation for the next sixty (60) working days. No employee securing benefits under this Article shall receive City payments which result in the employee earning more than the employee's normal after tax take home pay. The employee shall report any payments by Workers' Compensation to the Employer. During this sixty (60) working day period, the Employer shall make no deductions from the employee's accumulated sick leave. After the sixty-fifth (65th) working day of absence due to the injury on duty, if the employee is still off work, sick leave will begin to be deducted from the employee's accumulated sick leave, and the employee shall have the option of substituting vacation leave or taking leave without pay.

#### **ARTICLE 25. DEATH IN THE FAMILY**

25.1 The Employer may grant a maximum of three (3) days paid leave for a death in the full-time employee's immediate family. For this Article, immediate family shall be per the personnel policy page 12, 4A1.

#### **ARTICLE 26. SAFETY BOOT AND BIB ALLOWANCE**

Upon receipt, the Employer will reimburse each employee ~~three hundred dollars (\$300)~~ **four hundred fifty dollars (\$450)** per year for the cost of safety boots.

#### **ARTICLE 27. SALARY**

Salary shall be as per APPENDIX A - Salary Schedule attached to this Agreement.

27.1 For any employee to advance to the next step on the pay scale, an employee must have the required number of months on the job and be in good standing with the Employer. In order for Water & Sewer employees to receive Step E pay, they must also have obtained a Class "C" certification for Water Treatment and Waste Water Class "SC" Certification. The Employer may accelerate the movement from Step to Step for exceptional employees.

27.2 Approximately three (3) months prior to any step increase, the Employer shall review the employee's job performance with the employee.

27.3 Employees with ~~ten (10)~~ **five (5)** or more years of service with the Employer will receive an additional one dollar (\$1.00) per hour on top of their hourly wage rate. **Employees with ten (10) years of service with the Employer will receive an additional one dollar (\$1.00) per hour for a total of two dollars (\$2.00) on top of their hourly wage rate. Employees with fifteen (15) years of service with the Employer will receive an additional one dollar (\$1.00) per hour for a total of three dollars (\$3.00) on top of their hourly wage rate. Employees with twenty (20) years**

of service with the Employer will receive an additional one dollar (\$1.00) per hour for a total of four dollars (\$4.00) on top of their hourly wage rate.

27.4 In the absence of the full time lead in excess of 14 consecutive calendar days, the Maintenance II employee who is temporarily assigned as lead worker shall receive an additional \$3.00 per hour on their base wage rate for all hours worked.

#### **ARTICLE 28. POST RETIREMENT HEALTH CARE SAVINGS PLAN through MN State Retirement System (M.S.R.S.)**

28.1 All accumulated vacation time at time of termination will be applied to MN State Retirement System (MSRS) Post Retirement Health Care Savings Plan.

28.2 Employees' severance pay be put into Post Retirement Health Care Savings Plan upon leaving employment with the City.

28.3 Severance pay is defined as accumulated sick time and comp time.

28.4 City will contribute amount of dollars equal to Employers portion of FICA tax which would of been paid on all vacation, comp and severance being put into the Post Retirement Health Care Savings Plan.

#### **ARTICLE 29. TUITION REIMBURSEMENT**

A required training by the Employer and all required licenses (renewal and upgraded) will also be paid by the Employer. City to provide per diem as necessary.

Training Reimbursement: The Appointing Authority may authorize the reimbursement to an employee of tuition for educational purposes in accordance with guidelines established at the sole discretion of the Administrator.

#### **ARTICLE 30. POLITICAL ACTION COMMITTEE**

Upon receipt of a properly executed voluntary authorization card from an employee, the City will deduct from the employee's salary such amounts as the employee authorizes to pay International Brotherhood of Teamsters D.R.I.V.E. (Democratic Republican Independent Voter Education).

#### **ARTICLE 31. WAIVER**

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

31.2 The parties mutually acknowledge that during the negotiations which resulted in

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

**ARTICLE 32. DURATION**

This Agreement shall be effective as of the 1st day of January, ~~2020~~ **2023**, and shall remain in full force and effect until the 31st day of December, ~~2022~~ **2025**.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day of

\_\_\_\_\_, ~~2019~~ **2023**.

**CITY OF TONKA BAY**

**MINNESOTA TEAMSTERS LOCAL 320**

\_\_\_\_\_  
Dan Tolsma, City Administrator      Date

\_\_\_\_\_  
Erik Skoog, President/Business Agent      Date

\_\_\_\_\_  
Adam Jennings, Mayor      Date

\_\_\_\_\_  
Todd Schallberg      Date

## APPENDIX A

1/1/2020 ~~2023~~ Salary Schedule (Reflects a 2.75% increase over 2019)

	HIRE	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS
STREET & PARK	<del>-\$23.30</del>	\$23.64	\$25.05	\$26.24	\$27.42	\$29.51
SEWER & WATER	<del>-\$24.80</del>	\$25.06	\$26.64	\$27.91	\$29.14	\$31.37

	HIRE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
MAINTENANCE I	\$27.17	\$28.39	\$29.67	\$31.01	\$32.40	\$33.86	\$35.38
MAINTENANCE II	\$29.17	\$30.48	\$31.85	\$33.29	\$34.79	\$36.35	\$37.99
LEAD	\$32.17	\$33.62	\$35.13	\$36.71	\$38.36	\$40.09	\$41.89

1/1/2021 ~~2024~~ Salary Schedule (Reflects a 2.75% 3.5% increase over 2023)

	HIRE	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS
STREET & PARK	<del>-\$23.94</del>	\$24.29	\$25.74	\$26.96	\$28.17	\$30.32
SEWER & WATER	<del>-\$25.48</del>	\$25.75	\$27.37	\$28.68	\$29.94	\$32.23

	HIRE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
MAINTENANCE I	\$28.12	\$29.39	\$30.71	\$32.09	\$33.53	\$35.04	\$36.62
MAINTENANCE II	\$30.12	\$31.48	\$32.89	\$34.37	\$35.92	\$37.53	\$39.22
LEAD	\$33.12	\$34.61	\$36.17	\$37.80	\$39.50	\$41.27	\$43.13

1/1/2022 ~~2025~~ Salary Schedule (Reflects a 2.75% 3.5% increase over 2024)

	HIRE	6 MONTHS	1 YEAR	2 YEARS	3 YEARS	4 YEARS
STREET &	<del>-\$24.60</del>	\$24.96	\$26.45	\$27.70	\$28.94	\$31.15
SEWER &	<del>-\$26.18</del>	\$26.46	\$28.12	\$29.47	\$30.76	\$33.12

	HIRE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
MAINTENANCE I	\$29.10	\$30.41	\$31.78	\$33.21	\$34.70	\$36.26	\$37.90
MAINTENANCE II	\$31.10	\$32.50	\$33.96	\$35.49	\$37.09	\$38.76	\$40.50
LEAD	\$34.10	\$35.63	\$37.24	\$38.91	\$40.66	\$42.49	\$44.41



**~~\*\*MOVED TO ARTICLE 8.4\*\*~~**

**~~MEMORANDUM OF UNDERSTANDING~~**

~~between~~

~~CITY OF TONKA BAY~~

~~and~~

~~MINNESOTA TEAMSTERS PUBLIC and~~

~~LAW ENFORCEMENT EMPLOYEES= UNION, LOCAL NO. 320~~

~~WHEREAS, the City of Tonka Bay (hereinafter "City") and Teamsters Public and Law Enforcement Employees= Union, Local No. 320 (hereinafter "Local 320") representing the Public Works of the City of Tonka Bay, hereby agree to the following:~~

~~That the City allow employees to work Monday through Thursday nine (9) hours and on Fridays four (4) hours beginning Memorial Day through Labor 2020, 2021, and 2022. During this time, overtime will be any hours worked in excess of nine (9) hours within a twenty-four (24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period will be compensated at one and one half (1.5) times the employee's regular base pay rate. This MOU will supersede Article 9.1 of the contract. Also, employees will not be able to use accumulated compensatory time to take time off on Fridays. The summer hours schedule shall be Monday through Thursday 6:00 a.m. to 3:00 p.m. and Friday 6:00 a.m. to 10:00 a.m.~~

~~CITY OF TONKA BAY~~

~~MINNESOTA TEAMSTERS LOCAL #320~~

~~\_\_\_\_\_  
City Administrator \_\_\_\_\_ Date \_\_\_\_\_ President/Business Agent \_\_\_\_\_ Date~~

~~\_\_\_\_\_  
Mayor \_\_\_\_\_ Date \_\_\_\_\_ Union Steward \_\_\_\_\_ Date~~