



**Collective Bargaining Agreement**  
**Between**  
**AFSCME Council 65, Local 008 I-0003, AFL-CIO**  
**And**  
**Nashwauk City**  
**1/1/2021 – 12/31/2023**

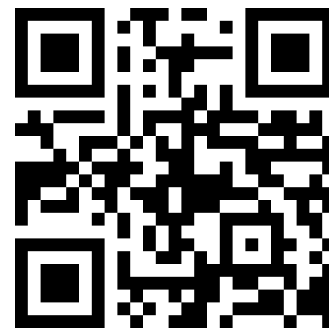
AFSCME Council 65 Office: [info@afscme65.org](mailto:info@afscme65.org) or 888-474-3242

**WEINGARTEN RIGHTS**

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

## **BECOME AN AFSCME 65 MEMBER**

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



## **MEMBER BENEFITS**

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

[www.afscme.org/member-resources](http://www.afscme.org/member-resources)

[www.unionplus.org](http://www.unionplus.org)

*Make sure to have your member number handy when accessing these benefits.*

## **ORGANIZING**

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email [info@afscme65.org](mailto:info@afscme65.org) and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



**LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF NASHWAUK**

**AND**

**AFSCME MINNESOTA COUNCIL NO. 65  
Local 81, Chapter 3**

**Public Works, Deputy Clerk**

**JANUARY 1, 2021 – DECEMBER 31, 2023**

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## **ARTICLE 1. INTRODUCTION**

1.1 This Agreement is entered into between the City of Nashwauk, hereinafter referred to as the "Employer," and Council No. 65 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organizations, hereinafter referred to as the "Union": collectively referred to as the "parties." The intent and purpose of this Agreement is to include the terms of the negotiated agreement on terms related to rates of pay, hours of work, and other conditions of employment required under the Public Employment Labor Relations Act.

## **ARTICLE 2. RECOGNITION**

2.1 The Employer hereby recognizes Local 81, Minnesota Council No. 65, American Federation of State, County, and Municipal Employees, AFL CIO as the exclusive representative of all full and part-time employees employed by the Employer in the classifications of Deputy Clerk, Operator, and Public Works Lead, who are public employees within the meaning of Minnesota Statutes, Section 179A.03, subd. 14, excluding all other supervisory employees.

## **ARTICLE 3. DEFINITIONS**

3.1 Full-time employees: Forty (40) hours of per week.

3.2 Part-time employees: Less than (40) hours per week.

## **ARTICLE 4. UNION SECURITY**

4.1 The Union may designate a certain employee from the bargaining unit to act as steward.

4.2 In recognition of the Union as the exclusive representative:

A. The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. The Employer shall deduct fair share union fees in accordance with applicable law.

B. The Employer shall remit such deductions as requested by the Union.

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 action taken by the Employer under all provisions of Section 4.2.

4.4 There shall be no interference with the rights of employees to become or to continue as members of the union.

4.5 For the duration of this agreement, the Employer will not enter, establish, or promulgate and resolution or agreement affecting employees individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agent for such employees.

## **ARTICLE 5. EMPLOYER AUTHORITY**

5.1 The Union recognizes the right and obligation of the Employer to efficiently manage and conduct the operation of the City within its legal limitations and with its primary obligation to provide adequate and proper municipal service for the citizens of the City. The Union recognizes that the Employer has inherent managerial rights which are not subject to negotiations including, but not limited to the selection, direction and number of personnel, the overall budget, the management of property and equipment of the City, the right to hire, promote, suspend, discharge or otherwise discipline employees, the laying off and calling to work of employees in connection with reduction of or increase in the working force, the scheduling of work and the control and regulation of the use of all equipment and other property of the City, provided, however, that in the exercise of such functions, the Employer shall not alter any of the provisions of this Agreement.

5.2 The rights and authority that the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.

5.3 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.

5.4 The Employer's rights specified in Section 5.1 will not be deemed to exclude other inherent management rights or management functions not expressly delegated in this Agreement.

5.5 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 6. WORK HOURS**

6.1 The normal hours of work shall be eight hours per day and forty hours per week. All hours worked in excess of the normal workday or workweek shall be paid for at one and one-half (1 ½) times the Employees base rate of pay. All hours worked in excess of the normal workday or workweek must be approved and authorized by the supervisor or department head. Any change in the regular schedule shall require a five (5) day written notice to the affected employee(s). All paid holidays shall be considered as days worked in computation of overtime. Schedule changes shall be done by priority preference.

6.2 Should the employer make permanent changes to the work schedule affecting employees, two (2) weeks' notice shall be provided. The employer will, as practicable, arrange work schedules so that employees will have two consecutive days off per week. Split shift work shall not be scheduled for employees of any department.

6.3 Any Employee who is called back to work by the Employer during their regular scheduled time off or regular scheduled days off shall receive pay at time and one half for a minimum of two (2) hours of time. An employee who reports to work at a work site when

scheduled but is directed by the Employer not to work upon their arrival at work without being previously notified not to report, will be paid for a minimum of two (2) hours of time.

6.4 For any overtime worked by an employee, the employee has the option to receive compensatory time off at the rate of one and a half (1 ½) times for each overtime hour worked. An employee may only accumulate a maximum of one hundred (100) compensatory time off hours. An employee will be paid for any overtime hours if they have accumulated the maximum compensatory time off hours. Employees will be allowed to carry over from one calendar year to the next calendar year up to one hundred (100) compensatory time off hours but may not accrue any additional hours of comp time. Upon retirement, resignation, or termination any accumulated comp time will be paid out.

**ARTICLE 7. HOLIDAYS**

7.1 For the purpose of this Agreement, the following days shall be paid holidays:

New Years Day	Memorial Day	Friday after Thanksgiving
Martin Luther King Day	Independence Day	Christmas Eve
President’s Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	Veterans Day
		Floating Holiday

7.2 When a paid holiday falls on a Sunday, the following day shall be the holiday. When a paid holiday, except Christmas Day, falls on a Saturday, the preceding day shall be the holiday. When Christmas Day falls on a Saturday, the following Monday shall be the holiday.

7.3 Whenever an employee is required to work on any of the above paid holidays, he/she shall receive one and a half (1 ½) times his/her regular classified rate of pay for all such hours worked on said holiday, in addition to his/her regular salary. When an employee does not work on any of the above holidays, he/she shall receive cash payment for such holiday above and beyond his/her monthly salary or his/her daily wages as holiday pay.

7.4 Employees working less than full time shall receive holiday pay based on an average of their daily hours in the last 5 full work weeks preceding such holiday.

7.5 Employees may schedule vacation around a paid holiday. The paid holiday will not be deducted from the employee’s vacation hours.

**ARTICLE 8. VACATION**

8.1 Eligible Employees who have completed the specified hours of work shall receive an annual vacation with pay corresponding to the length of service as follows:

Years of Continuous Service	Hours of Vacation
One Year	40 Hours
Two-Four Years	80 Hours
Five-Nine Years	120 Hours
Ten-Fourteen Years	160 Hours
Fifteen-Nineteen Years	200 Hours
Twenty + Years	240 Hours

- 8.2 Regular part-time Employees shall receive vacation benefits on a pro-rated basis.
- 8.3 An Employee shall accumulate four (4) hours of vacation for each month that the Employee does not use any sick leave. Any vacation accumulated shall be granted as a block of time off which shall not be taken until after November 30 each year. Employees shall have the option of taking one-half of this accumulated extra vacation time as pay, which would be paid the first pay period in December.
- 8.4 Vacation leave may be used as earned, subject to the approval of the department head to the time at which it is taken.
- 8.5 Employees may carry over (80) hours of vacation each year.
- 8.6 Upon termination of employment for any cause, an Employee shall be paid for any accumulated vacation credit. Such pay shall be prorated for actual months worked.
- 8.7 If any employee's sick leave benefit is exhausted, the employee may request use of vacation hours.
- 8.8 In determining vacation requests, insofar as the needs of the service will permit, the senior employee's request for selection of vacation time will prevail when an agreement cannot be reached among employees. Employees shall be required to notify their department head in writing by March 1 of each year. Employees may change their requested vacation periods in the event of an emergency, or with a 5-day written notice to the Department Head or City Administrator for approval.

## **ARTICLE 9. SICK LEAVE**

9.1 Full-time employees shall earn sick leave at the rate of ten (10) hours of sick leave for each month of service, accumulative to one thousand and forty (1,040) hours. Once an employee has reached the maximum, additional accumulated sick leave shall be placed in an individual catastrophic sick leave bank which may be utilized by the employee who has exhausted all their regular sick leave.

Employees hired after 1/1/2015 will have a maximum accumulation of seven hundred twenty (720) sick leave hours. Additional sick leave accumulation shall be placed in an individual catastrophic sick leave bank, of which the employee may use up to 50% of after regular sick leave is exhausted.

9.2 All part-time Employees working more than twenty-four (24) hours per week shall accrue sick leave hours each pay period on a pro rata basis with a maximum accumulation of 720 hours. The pro-rated regular sick leave hours that accrue for any part-time employee who normally works more than twenty-four (24) hours per week or more, shall be the number of hours worked in the preceding pay period divided by the quotient of 2,080 divided by the length of each pay period.

9.3 An employee may use sick leave benefits provided by the employer as allowed under Minnesota Statute section 181.9413 Sick Leave Benefits; Cares of Relatives.

9.4 Misuse of sick leave benefits shall be just cause for disciplinary action up to discharge.



9.5 Employees who have ten (10) years of service or more with the City and separate from employment with the Employer shall be paid for fifty percent (50%) of their accumulated sick leave, employees with fifteen (15) years of service shall receive 75%, and employees with twenty (20) years of service or more shall receive 100% of their accumulated sick leave, provided they were not separated from employment through dismissal for just cause.

9.6 Long-Term Disability: The Employer shall provide a policy for long term disability to all eligible employees. The policy provides for 66.67% of monthly gross income after 90 days of injury or illness, subject to approval by the insurance provider.

For employees hired prior to 1/1/2015, during the period of disability, an employee shall receive full medical benefits for the first six months, and thereafter a single premium medical benefit paid for by the Employer.

**9.7 WORKER’S COMPENSATION.**

Employees injured during the performance of their duties for the Employer and thereby rendered unable to work for the Employer will be paid the difference between the Employee’s regular pay and Workers’ Compensation insurance payments as long as the Employee is eligible for Workers’ Compensation insurance payments. The difference in pay shall be charged to the Employee’s sick leave, vacation, or other accumulated paid benefits, after a three (3) working day initial waiting period per injury. The three (3) working day initial waiting period shall be charged to the Employee’s sick leave account less Workers’ Compensation insurance payments unless the Employee elects not to use accrued sick leave and opts to not be paid for this time.

9.8 After an employee has used all their accumulated sick leave, she/he may be granted a leave of absence without pay at the Employer’s discretion and approval for a period not to exceed six months. After six (6) months has expired, the Employer may review the case and determine whether any further leave shall be granted, said leaves not to exceed two (2) years and are to be subject to health care professional documentation at least once every six (6) month period.

9.9 Employees shall not be eligible for sick leave payments from the City for any Worker’s Compensation illness or injuries suffered by said employee while in the employ of another employer.

**ARTICLE 10. BEREAVEMENT LEAVE**

10.1 In the event there is a death in the immediate family, three (3) days’ absence without the loss of pay shall be granted. Immediate family shall be defined as parent, brother, sister, children, and grandparents, of either the employee or his spouse. Up to two additional days may be allowed for travel or personal business, but such days must be requested by the employee and approved by the Employer for the purpose of time off without the loss of pay.

**ARTICLE 11. WAGES**

11.1 Employees will be paid base pay as established under Employer’s pay structure. If there is a rounding difference between the attached wage schedule and payroll, payroll shall govern.

	2021	2022	2023
Tom Martire, Street Lead	\$32.12	\$32.12	\$32.44

	2021	2022	2023
Charlie Kautto, Operator	\$29.37	\$29.37	\$29.66

	2021	2022	2023
Jason Martire, Operator	\$28.65	\$28.65	\$28.94

	1/1/2021- 8/25/2021	8/26/2021- 8/25/2022	8/26/2022- 12/31/2022	1/1/2023- 12/31/2023
Lance Hopke, Operator	\$25.22	\$26.36	\$27.50	\$28.94

	2021	2022	2023
Amber Goss, Deputy Clerk	\$25.28	\$25.28	\$25.53

Employees hired after 1/1/2021	2021	2022	2023
Street Lead	\$28.07	\$28.35	\$28.64
Operator	\$25.01	\$25.26	\$25.51
Deputy Clerk	\$23.92	\$24.16	\$24.40

11.2 New employees shall receive pay as follows:  
85% during the probationary period  
90% during the next six (6) months  
100% thereafter.

11.3 Longevity Pay: Upon completion of five (5) years of continuous service, Employees shall receive longevity pay of 1% on top of base pay. Upon completion of ten (10) years continuous service, Employees shall receive longevity pay of 2% on top of base pay. Upon completion of fifteen (15) years continuous service, Employees shall receive longevity pay of 3% on top of base pay.

**ARTICLE 12. SENIORITY AND LAYOFF**

12.1 Seniority shall be defined as the length of continuous service with the Bargaining Unit.

12.2 Seniority upon completion of probationary period shall be retroactive to the date of hire.

12.3 Seniority shall terminate when an Employee voluntarily resigns, is terminated, or after a layoff of more than two years. An employee's seniority shall not be terminated because of absence due to illness, authorized leave of absence, or temporary layoff.

12.4 Employees may be laid off to meet the needs of the Employer. In the event a layoff is necessary the work force shall be reduced based on seniority, ability to perform available work.

12.5 Seniority lists shall be available upon request of the Union.

12.6 When a layoff is contemplated, the Employer agrees to call the Union to discuss procedure prior to any official action.

12.7 Employees shall be recalled in the inverse order of layoff, provided that the employee is qualified for the position available. If an employee refuses to accept a position available, the employee's name will be removed from the recall list and considered a voluntary resignation. Employees shall have fifteen (15) working days to return to work after recall. Failure to return to work will be considered a voluntary resignation. Extenuating circumstances may be considered. Recall notices will be in writing and sent to the employee's last known address by certified mail. It is the employee's responsibility to notify the Employer of address changes. Recall rights cease two (2) years after an employee is laid off. Thereafter, an employee shall be terminated.

12.8 In the case of a reduction of force or the elimination of a position, the senior employee may exert preference over a junior employee in their classification of work, provided the employee has the necessary qualifications to perform the duties of the job involved.

12.9 Temporary vacancies may be filled by the senior qualified employee. If the position has a higher rate of pay, the employee shall receive the higher rate when an appointment is made.

12.10 Notice of all vacancies and newly-created positions shall be posted on bulletin boards. All postings shall include the job description, rate of pay, hours of work, minimum qualifications, including appropriate licenses. Employees have five working days to apply. Postings shall close at 4:00 p.m. on the fifth day of the posting. The Employer will review all applicants and award the vacancy or new position to the senior applicant who meets the minimum qualifications for the position. If the Union does not concur with the determination of the senior qualified applicant, the applicant or the Union may appeal through the normal grievance procedure.

12.11 An Employee awarded to a new position shall be on probation for 30 working days. During such time the Employee may choose to return to the previous position, upon written notification to the Employer. If the Employee has not met the performance standards or expectations of the position, the Employer may determine to return the employee to their previous position. Any Employee returned to their previous position may grieve the action if they do not agree with the assessment.

12.12 Seniority earned in the non-essential unit may not be used in the essential unit and vice versa.

## **ARTICLE 13. DISCIPLINE**

13.1 Nothing in the Agreement shall abridge the Employer's right to discipline. Any such written discipline for Employees not in their probationary period may be pursued as a grievance under the grievance procedure in Article 14.

13.2 The parties agree to a positive reprimand system as follows:

1. 1<sup>st</sup> Offense: Verbal written warning with written documentation in the employee's personnel file.

2. 2<sup>nd</sup> Offense: Written warning followed by a review session between the employee and the supervisor to ensure that the employee is improving in the area which caused the reprimand.

3. 3<sup>rd</sup> Offense: Suspension of 1 to 3 days followed by a review session with a written outline of how the employee is to improve to meet the Employer's expectations.

4. 4<sup>th</sup> Offense: Termination.

Both parties recognize that there may be some offenses which may, in extreme instances, require more stringent discipline than the normal progress as outlined.

13.3 An employee's personnel file shall be purged of discipline related documents two (2) years after the date of issue.

13.4 The salary of an employee may be suspended during the period in which a Loudermill hearing takes place. If the employee is reinstated, the employee shall be provided backpay withheld during the suspension. The employee will be reinstated in good standing without record of discipline in the employee's personnel file.

## **ARTICLE 14. EMPLOYEE RIGHTS—GRIEVANCE PROCEDURE**

### **14.1 DEFINITION OF A GRIEVANCE**

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

### **14.2 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 14.

### **14.3 PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union Representative shall be allowed a reasonable amount of time with 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 programs of the Employer.

### **14.4 PROCEDURE**

Grievances, as defined by Section 14.1, shall be resolved in conformance with the following procedure:

Step I An employee or the Union Representative 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 City Administrator.

The City Administrator 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, and the remedy requested and shall be appealed to Step 2 by the Union 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 shall be considered waived.

**Step 2** If appealed, the written grievance shall be presented by the Union and discussed with the Personnel Committee and City Administrator. The Personnel Committee shall give the Union the Employer's Step 2 answer in writing within the (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 Personnel Committee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

**Step 3** A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to the Minnesota Bureau of Mediation Services for mediation. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the mediation. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

**Step 4** A grievance unresolved in Step 3 and appealed to Step 4 may be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. Upon receipt of a list of arbitrators from the Bureau of Mediation Services, the parties shall have the right to alternately strike three names each from the list. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

14.5 Authorized representatives of the Union shall have the right to accompany the Employee and/or the Union grievance committee at all times in the discussion or adjustment of grievances.

14.6 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 decision on any other issues not so submitted. The arbitrator shall be without power to make decisions on whether the Employer violated any law, rule, or regulation, except to determine whether a decision would be contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulation 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 is 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 expressed terms of this Agreement and to the facts of the grievance presented. Any award issued by an arbitrator will

only be in force and effect while the labor contract in force and effect at the time that the grievance arose is in force and effect.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. 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.

#### 14.7 WAIVER

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

#### 14.8 CHOICE OF REMEDY

If the event giving rise to the grievance is appealed to any procedure other than the grievance procedure in this Article at any time, the matter is not subject to the grievance procedure in this Article nor arbitration under such procedure.

### **ARTICLE 15. PROBATIONARY PERIOD**

15.1 All newly hired or rehired employees will serve a one thousand and forty (1,040) hour probationary period (which does not include time spent on a leave of absence except as may be required by law). During an employee's probation period, an employee may be disciplined or terminated at the sole discretion of the Employer.

### **ARTICLE 16. GENERAL PROVISIONS**

16.1 The Employer agrees to pay a shift differential of twenty (20) cents per hour for the afternoon shift, and twenty-five (25) cents per hour for the night shift to all regular employees. Definition of shifts: Afternoon Shift - Any shift commencing from 2:00 p.m. to 4:00 p.m. shall be the afternoon shift. Night shift - Any shift commencing from 10:00 p.m. to Midnight shall be the night shift. Whenever an employee is called out or scheduled to work between the hours of 4:00 p.m. and 8:00 a.m., he shall receive the appropriate shift differential for all such hours worked.

16.2 An employee designated to fill in for the Street Department Lead shall be compensated for said hours by an additional fifty (50) cents per hour.

16.3 An employee designated to fill in for the City Administrator/Clerk/Treasurer shall be compensated for hours worked by an additional fifty cents (\$.50) per hour.

16.4 The Employer agrees to pay employees at their regular rate of pay for all time spent in

training which is required by the Employer. The Employer shall not be required to pay for any time spent in training outside the employee's regular workday unless the employee is required to attend such training by the Employer. Any time spent driving an automobile to and from training required by the Employer shall be compensated for at the employee's base rate of pay.

16.5 Each employee shall be granted one (1) personal leave day per year. Request for a personal leave day is to be directed to their immediate supervisor in advance of the day requested off.

16.6 Street Department employees shall be provided annually a \$300.00 protective clothing allowance for work pants, boots, shirts, etc. Purchases made will be paid when approved by the Council.

16.7 Office personnel may purchase up to one hundred and fifty (\$150.00) dollars' worth of approved City logo wear per year.

16.8 The Employer shall pay the fee for licenses, renewals, or endorsements if required or approved by the City Council.

## **ARTICLE 17. INSURANCE**

17.1 The employer shall provide health insurance and premium contributions for health insurance coverage.

Employees hired before 1/1/2013 shall pay 10% of the monthly premium for a single or family policy.

Employees hired after 1/1/2013 shall pay 20% of the monthly premium for a single or family policy.

17.2 As Employees are enrolled in a high deductible health plan, the Employer's annual contribution to the Employee's HSA/VEBA account shall be as follows: for single policies, up to \$2,800; for family policies, up to \$5,600.

17.3 Annual deposits in the Employee's HSA/VEBA accounts shall occur within the first business week of January each calendar year.

17.4 Employees hired prior to 1/1/2015 shall be eligible for supplemental insurance coverage upon retirement. Retirees are required to pay 10% of a single premium and 50% of dependency coverage. Upon death of the retiree, the Employer is not obligated to provide dependency coverage. Retiree health insurance benefits are sunset for employees hired after 1/1/2015.

17.5 The Employer shall setup a post-employment Health Care Savings Plan (HCSP) for Employees hired after 1/1/2015. For all employees who do not qualify for retirement health insurance, the Employer shall contribute to the employees' HCSP on the following basis:

1. The Employer shall contribute to the Employee's HCSP 1% of the employee's monthly base earnings commencing on the employee's first anniversary date, with the level of contribution increasing as follows:

2% on the employee's tenth (10<sup>th</sup>) anniversary date.

3% on the employee's fifteenth (15<sup>th</sup>) anniversary date.

Contributions will be made monthly. Contributions will begin January 2022.

Employees hired after 1/1/2021 will not receive HCSP contributions from the Employer.

17.6 The employer shall provide a policy for life insurance to all eligible employees. The Employee may 'opt out' of a life insurance policy in favor of receiving a non-elective contribution of \$50.00/month made by the Employer to the Employee's deferred compensation plan. Employees hired after 1/1/2021 are not eligible for life insurance.

17.7 Life insurance and health coverage shall be provided for all employees by the Employer in the manner as described above during the probationary period, sick leave, vacation, and in cases where an employee is on Worker's Compensation.

17.8 Employees working less than full-time shall receive health insurance benefits on a prorated basis. Any employee scheduled for 24 hours or less shall not receive this benefit.

17.9 Dental Insurance: The Employer shall provide a dental insurance plan to all eligible employees. The Employer will pay for the Employee's dental premium; the Employee may enroll dependents but must pay the premium costs above the employee's portion for dependents.

17.10 Vision Insurance: The Employer shall provide a vision insurance plan to all eligible employees. The Employer will pay 100% of a single/family premium.

17.11 The Employee may 'opt out' of dental and vision plans, or pay the entire premium of both policies, in favor of receiving an elective/matching contribution of \$50.00/month made by the Employer to the Employee's deferred compensation plan.

## **ARTICLE 18. SAVINGS CLAUSE**

18.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the city. In the event any provisions of this agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations, such provisions shall be void. All other provisions shall continue in full force and effect. The parties agree to immediately meet and negotiate a substitute for the invalidated provision.

## **ARTICLE 19. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

19.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.



**ARTICLE 20. MUTUAL CONSENT**

20.1 This Agreement may be amended any time during its life upon the mutual consent of the employer and the union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

**ARTICLE 21. DURATION**

21.1 Except as otherwise provided this contract will take effect on January 1, 2021 and shall continue in full force until December 31, 2023. The request to modify or amend this Agreement shall be made by either party by giving written notice of such intent no later than sixty (60) days prior to the expiration of this agreement. If settlement on a new agreement cannot be reached within the sixty (60) days provided, the present agreement shall remain in effect until a new settlement is reached.

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

CITY OF NASHWAUK:

By: *Colvin Laon*  
Mayor

By: *Opunhok*  
City Administrator

By: \_\_\_\_\_  
Witness

Date: *3/29/2022*

LOCAL #81, AFSCME, AFL-CIO:

By: *Leung*  
Staff Representative

By: *Joan Mats*  
Steward

Date: \_\_\_\_\_