

**Labor Agreement Between**

**The City of Wells**

**And**

**American Federation of State, County, and  
Municipal Employees, Council 65**

**Local 3953-3**



**January 1, 2021 through December 31, 2022**

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE #
1	PURPOSE.....	3
2	RECOGNITION.....	3
3	DEFINITIONS .....	3
4	UNION SECURITY .....	4
5	EMPLOYER SECURITY.....	5
6	EMPLOYER AUTHORITY .....	5
7	EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE .....	6
8	SAVINGS CLAUSE .....	8
9	NON-DISCRIMINATION .....	8
10	WORK SCHEDULES.....	8
11	OVERTIME & COMPENSATORY TIME .....	8
12	COURT TIME .....	9
13	CALL-BACK .....	9
14	DISCIPLINE .....	9
15	SENIORITY .....	10
16	PROBATIONARY PERIODS .....	10
17	COMPENSATION.....	11
18	TRAINING.....	11
19	UNIFORMS & SAFETY EQUIPMENT .....	11
20	SICK LEAVE.....	12
21	FUNERAL LEAVE.....	13
22	VACATION.....	14
23	HOLIDAYS.....	14
24	INSURANCE .....	15
25	LEAVES OF ABSENCE.....	15
26	SAFETY .....	16
27	INJURY ON DUTY .....	16
28	OUTSIDE EMPLOYMENT .....	16
29	DIRECT DEPOSIT .....	16
30	CELL PHONE.....	16
31	WAIVER.....	16
32	EARLY RETIREMENT PLAN .....	17
33	DURATION .....	18

**ARTICLE 1 - PURPOSE**

This Agreement is entered into between the City of Wells, hereinafter called the EMPLOYER, and AFSCME Council 65, 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' full agreement upon terms and conditions of employment for the duration of this AGREEMENT.

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

**ARTICLE 2 - RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes for all employees certified by the State of Minnesota Bureau of Mediation Services Case No.10PCE0072 as:

All Department Heads, Supervisors, Managers and Directors of the City of Wells, Minnesota who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding confidential, and all other employees.

- 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 matter shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3 – DEFINITIONS**

- 3.1 UNION: AFSCME Council 65
- 3.2 EMPLOYER: The City of Wells.
- 3.3 UNION MEMBERS: A member of AFSCME Local No. 3953

- 3.4 EMPLOYEE: As defined in Minn. Stat. 179A.03 subd 7. and a member of the exclusively recognized bargaining unit.
- 3.5 IMMEDIATE FAMILY: Immediate family shall include the employee's spouse, children, grandchildren, parent, grandparent, siblings, and stepparent. In addition, spouse's parents and/or a ward of the employee's household.
- 3.6 DAYS: Unless otherwise indicated, mean calendar days.
- 3.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of an employee's scheduled shift.
- 3.8 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than a scheduled shift. An extension of or early report to a scheduled shift is not a call back.
- 3.9 RESIGNATION IN GOOD STANDING: An employee leaving service with the Employer after giving a two-week notice, providing they have not been discharged for misconduct.

#### **ARTICLE 4 - UNION SECURITY**

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

- 4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction; and remit such deduction to the appropriate designated officer of the UNION.
- 4.2 The EMPLOYER agrees to cooperate with the UNION in facilitating the deduction of Fair Share Fees as provided in Minnesota Statutes § 179A.06, Subdivision 3.
- 4.3 The Employer shall remit such deductions to AFSCME Council 65 (118 Central Avenue, Nashwauk, MN 55769) with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and
- 4.4 The Union shall provide the formula to calculate the actual dues deduction to the Employer and is willing to provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, an electronic Excel format or via U.S. mail-

- 4.5 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 4.6 The EMPLOYER shall make available to the UNION mutually agreed upon facilities at reasonable times for the purposes of conducting UNION business.
- 4.7 The EMPLOYER agrees to make space available for the posting of official UNION notices and announcements.
- 4.8 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 provisions of this article.

#### **ARTICLE 5 - EMPLOYER SECURITY**

The UNION agrees that during the life of this Agreement, neither the UNION, its officers or agents, nor any of the employees covered by this Agreement will engage in a work slowdown or stoppage. Any or all employees who violate the provisions of this Article will be subject to discipline as provided for in this Agreement.

#### **ARTICLE 6 - EMPLOYER AUTHORITY**

- 6.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this agreement.
- 6.2 Any employee who engages in an illegal strike may have his/her appointment terminated by the CITY effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 6.3 Any employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his/her City on the date or dates when an illegal strike occurs is prima facie presumed to have engaged in an illegal strike on such date or dates.
- 6.4 No employee shall be entitled to any daily pay, wages, or per diem for the days on which he/she engaged in a strike.

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

- 7.1 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 The EMPLOYER will recognize representatives designated by the UNION as grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such representatives and of their successors when so designated.
- 7.3 It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the UNION representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the employee and the UNION representative have notified and received the approval of the designated supervisor.
- 7.4 Grievances, as defined by 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 supervisors 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 was based, the provision or provisions of the Agreement allegedly violated, and 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 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The EMPLOYER and the UNION representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

#### 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 laws, rules or regulations having the force and effect of law. The arbitrator shall, when appropriate, take into consideration laws or statutes, and apply them to the facts of the case. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such record to be made providing it pays for the record. If both parties desire a verbatim record of proceedings the cost shall be shared equally.

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

#### **ARTICLE 8 - SAVINGS CLAUSE**

This Agreement is subject to the law. In the event that any provision of this Agreement shall be held to be contrary to law by a Court of competent jurisdiction or administrative agency 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 provisions shall be renegotiated upon written request of either party.

#### **ARTICLE 9 - NON-DISCRIMINATION**

The EMPLOYER and the UNION agree not to discriminate against any employee on any basis prohibited by law.

#### **ARTICLE 10 - WORK SCHEDULES**

- 10.1 The normal work year is two thousand eighty (2080) hours for full time employees. A week shall be defined as beginning on 12:00 a.m., Monday and ending at 11:59 p.m. Sunday.
- 10.2 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.
- 10.3 Employees may flex their schedules with the approval of the City Administrator in writing.
- 10.4 All positions are hourly positions. Standard hours for each position:
- Police Chief: Seven shifts of 7:00 am to 7:00 pm, bi-weekly

#### **ARTICLE 11 – OVERTIME & COMPENSATORY TIME**

- 11.1a Police Chief. Hours worked in excess of 80 hours per pay period will be compensated at a one for one basis.
- 11.1b Authorized leaves of absence shall not be deducted in the computation of overtime.



- 11.2 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.3 Employees paid on an hourly basis have the option of being paid overtime during the pay period in which the overtime was earned or the option of receiving compensatory time to be used at a later date.
- 11.4 Compensatory time may be used in conjunction with vacation periods. However, accumulated compensatory time must be used on an annual basis and must be first approved by the City Administrator. On July 1 and at the end of the calendar year, all unused compensatory time will be paid to the employee at their regular base rate of pay. This will be done twice per year in order to not have a large bank of compensatory time at the end of the year that cannot be used.

#### **ARTICLE 12 - COURT TIME**

An employee required to appear in court for official city business during their scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half times the employee's base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

#### **ARTICLE 13 - CALL BACK**

An employee who is called to duty during their scheduled off duty time shall receive a minimum of two (2) hours pay at one and one-half (1 ½) times the employees base pay rate. An extension or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

#### **ARTICLE 14 – DISCIPLINE**

- 14.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms: Oral reprimand, Written reprimand, Suspension Demotion, or Discharge
- 14.2 Notices of suspension, demotion and discharge will be in written form and will state the reason(s) for the action taken.
- 14.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file will be read and acknowledged by signature of the employee. The employee and the UNION will receive a copy of such reprimands and/or notices.

- 14.4 Employees may examine their own individual personnel files at reasonable times 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 the opportunity to have a UNION representative present at such questioning. The EMPLOYER will inform each employee of his/her rights under this clause prior to the initiation of a disciplinary investigation.
- 14.6 Grievances relating to this Article maybe initiated by the UNION in Step 3 of the grievance procedure under Article 7 of this AGREEMENT.

#### **ARTICLE 15 - SENIORITY**

- 15.1 Definition: Seniority will be determined by an employee's length of continuous service with the EMPLOYER. Seniority rosters will be maintained by the EMPLOYER on the basis of time in grade within specific classifications. Seniority rosters will be posted in an appropriate location.
- 15.2 Recall rights under this provision will continue for twenty-four (24) months after lay off.
- 15.3 Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

#### **ARTICLE 16 - PROBATIONARY PERIODS**

- 16.1 All newly hired or rehired employees will serve a six (6) month probationary period.
- 16.2 All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.
- 16.3 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER.
- 16.4 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.
- 16.5 Job vacancies within the bargaining unit will be posted by the EMPLOYER in a conspicuous place for a period of ten (10) working days. An employee must apply for the position within the ten (10) working day posting time.

**ARTICLE 17 - COMPENSATION**

17.1 Rates of Pay: In calendar 2020, employees will be paid the base pay as provided in employer’s base pay schedule for calendar 2020. In calendar years 2021 and 2022, respectively, employees will be paid the base pay as provided in employer’s base pay schedule for the respective calendar year.

2020 Total Annualized Wage	2021 Total Annualized Wage	2022 Total Annualized Wage
\$80,962.60	\$82,986.67	\$85,061.34

17.2 Expenses: Employees shall be reimbursed for expenses incurred as a result of their job duties as authorized by City Council.

**ARTICLE 18 - TRAINING**

18.1 The EMPLOYER will make available such training as is required for employees to maintain licenses or certifications, or safety, or as is required by the EMPLOYER or the State of Minnesota. The cost of attending this training will be paid by the Employer. The EMPLOYER will pay the cost of each employee's POST license fees.

**ARTICLE 19 – UNIFORMS & SAFETY EQUIPMENT**

- 19.1 *For Police Chief:* The City shall provide or pay for all necessary safety equipment including:
- a) The EMPLOYER shall provide \$500.00 in addition to the amount in 19.1 (b) for each new permanent Police Chief. A Chief leaving City employment prior to the end of the probationary period shall return all uniform and equipment items to the EMPLOYER.
  - b). The EMPLOYER will provide the Police Chief with an annual uniform allowance of eight hundred (\$800.00) dollars each year of the contract, to be paid to the full-time employee on or about January 15.
  - c). The City of Wells will provide all ammo for training and duty use.
  - d). The Employer shall pay for the repair or replacement of personal items of the individual employee which are damaged or destroyed in the line of duty, except in those instances where damage or loss is caused by the personal neglect of the employee.

- e). The EMPLOYER agrees to provide employees with body armor as provided by law and replace such body armor when it has reached the end of the manufacturer's recommended life span.

**ARTICLE 20 - SICK LEAVE**

- 20.1 All full-time employees shall be credited with eight (8) hours of sick leave for each month of service, with a maximum accumulation of one thousand two hundred (1,200) hours. All part-time employees shall be credited sick leave on a prorated basis with a maximum accumulation on a prorated basis.
- 20.2 All accrued sick leave shall be paid to the surviving spouse or representative of the estate of an employee whose death occurs while employed by the Employer.
- 20.3 Employees may use their accrued sick leave as required for illness or injury of the employee or the employee's immediate family. Employees may use their accrued sick leave to obtain medical, dental or chiropractic care for employees or immediate family members which cannot be obtained after working hours.
- 20.4 The Employer may require an employee to submit a medical certificate if the absence is more than three (3) days, verifying that the employee may return to work.
- 20.5 Personal Days - Wellness Plan

- a). Personal time will be accumulated in this manner:

0-24 hours of sick time used in a year	earns 24 hours of personal time
25-56 hours of sick time used in a year	earns 16 hours of personal time
57-80 hours of sick time used in a year	earns 8 hours of personal time
81 hours & over of sick time used in a year	earns no personal time

- b). Personal time will be part of the accrued time for the year and used at the employee's discretion.
- c). The employee would have the option if he or she wants sick time or personal time.
- d). The previous year's sick time used will be the benchmark for earned personal days.
- e). Personal time must be used in the year it is earned. No carryover will be permitted.

f). Notification of use, except in emergency situations, will follow the standard notification policy.

20.6. Care of Relatives:

Subd. 1. Pursuant to 2013 Minnesota Statute 181.9413 SICK LEAVE BENEFITS: CARE OF RELATIVES, an employee may use sick leave for absence due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, grandparent, step-parent, Mother-in-law, Father-in-law, or grandchild on the same terms upon which the employee is able to sick leave for the employee's own illness or injury.

Subd. 2. For purposes of this section, sick leave benefits mean times accrued by and available to the employee.

Subd. 3. The City may limit the use of sick leave under this section to no less than 160 hours in any 12-month period.

Subd. 4. An employee may use sick leave as allowed under this section for safety leave, whether or not the employee's employer allows use of sick leave for that purpose for such reasonable periods of time as may be necessary. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph (a). For the purpose of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse, or stalking.

20.7 Sick leave use for funerals. Employees may utilize accumulated sick leave for attending funerals of immediate family members and brother-in-law, sister-in-law, aunt, uncle, niece, nephew, son-in-law or daughter-in-law.

**ARTICLE 21 - FUNERAL LEAVE**

21.1 Funeral Leave is defined as paid leave not charged to an employee's sick leave or vacation leave, given in the event of a death in the employee's immediate family. (See Article 3.5)

21.2 Funeral leave in the amount of three (3) days shall be granted to each employee in the event of a death in the Employee's immediate family. In addition to immediate family, funeral leave may be used for brother-in-law, sister-in-law, aunt, uncle, niece, nephew, son-in-law or daughter-in-law.

Requests for funeral leave will not be denied if the Employer's needs can be accommodated during the proposed absence.

21.3 Additional days. Additional leave days may be taken with the permission of the Employer. These additional days will be charged against accumulated sick leave or vacation leave at the employee's discretion.

**ARTICLE 22 - VACATION**

22.1 Vacation will accrue at the following rates for full time and pro-rated for part time employees:

Year 1	Forty (40) hours per year
Years 2 thru Years 5	Eighty (80) hours per year
Years 6 thru Years 10	One hundred twenty (120) hours per year
Years 11 thru Years 15	One hundred sixty (160) hours per year
Years 16 thru 24	Two hundred (200) hours per year
After 25 Years	Eight (8) hours per year up to 30 years

22.3 40 hours of an employee's annual accrual of vacation may be carried over from year to year. More may be carried over with the permission of the Employer.

22.4 Employees separating from employment in good standing shall be compensated at their regular rate of pay for all hours of accrued and unused compensatory time and vacation as of the date of separation. For purposes of this section, good standing means that an employee is resigning with two weeks advance notice and not in anticipation of discharge.

**ARTICLE 23 - HOLIDAYS**

23.1 The EMPLOYER shall recognize the following paid holidays:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	One Floating Holiday
Thanksgiving	Friday After Thanksgiving
Christmas Day	Christmas Eve Day

23.2 Holidays Worked. A full-time employee who is scheduled to work on a recognized holiday shall receive one and one-half (1 ½) times regular base pay for all hours worked on the holiday and if the employee works a full shift, the employee shall also receive eight (8) hours of vacation in place of the holiday. In lieu of monetary compensation the employee may choose to receive compensatory time. The City asks the Employee not to schedule him/herself for work on holidays on a consistent basis during the same work year.

- 23.3 Holidays Not Worked. An employee not scheduled to work on a recognized holiday shall receive eight (8) hours pay at the employee's regular straight time rate of pay in addition to that day off. In lieu of monetary compensation, the employee may choose to receive choose compensatory time at the straight time rate.
- 23.4 Payment made according to this Article for Holidays Not Worked shall be paid in the pay period for which they occur.

#### **ARTICLE 24 - INSURANCE**

- 24.1 Health Insurance. The EMPLOYER will provide a health and medical care insurance program for full time employees and their dependents. Any part time employees working over thirty (30) hours weekly and their dependents will be provided health and medical care insurance at 50 percent cost.
- 24.2 The City shall contribute eighty percent (80%) and the employee shall contribute twenty percent (20%) of the monthly premium for family coverage commencing January 1, 2021. Coverage options may include supplement life, long term disability, deferred compensation, or cash benefits, available under the program.
- 24.3 Life Insurance. The Employer will provide and pay the full cost of the premiums for life insurance in the amount of \$50,000.00 for each full-time employee and for any part time employee working over thirty (30) hours weekly.

#### **ARTICLE 25 - LEAVES OF ABSENCE**

- 25.1 Military Leave. Any military leave of absence shall be handled as provided by law. Employees returning from extended military leave shall be returned to their former positions.
- 25.2 Jury Duty. Employees will be granted a leave of absence any time they are required to report for jury duty or jury service. Employees will be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service, so long as the daily compensation for jury duty received by the employee (excluding mileage) is paid over to the Employer by the employee.
- 25.3 Other Leaves. Employees will be granted other leaves of absence as provided by law or City policy.

#### **ARTICLE 26 - 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 27 - INJURY ON DUTY**

- 27.1 Employees who must miss work due to an injury or illness incurred while on duty shall continue to receive a full monthly salary and benefits. Monthly benefits will be paid by the Employer supplementing payments by Worker's Compensation. Total monthly pay shall not exceed the Employee's normal base pay. The Employer shall pay employee's regular salary during any waiting period set by the Workers' Compensation Bureau. This salary and benefits shall not be charged against any accrued sick, vacation or other leave banks for up to ninety (90) days.
- 27.2 After ninety (90) days, that portion paid by the Employer shall be charged against the accumulated sick leave, and then accumulated vacation leave of employee.

## **ARTICLE 28 - OUTSIDE EMPLOYMENT**

Employees must receive prior written approval from the City Administrator before accepting outside employment. No outside employment will be permitted which involves a conflict of interest, which brings discredit to the employee or the City or which otherwise interferes with the performance of their duties, this includes but is not limited to working a shift prior to an Employee's normal work day.

## **ARTICLE 29 – DIRECT DEPOSIT**

Permanent employees will be required to enroll in the EMPLOYER'S direct deposit program.

## **ARTICLE 30 – CELL PHONE**

Department heads will be allowed to use their personal cell phone, for work-related business, and will be reimbursed \$35.00, on a monthly basis.

## **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 conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of



employment referred to or covered in this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by this AGREEMENT, 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 –EARLY RETIREMENT PLAN**

- 32.1 Early Retirement Plan: The plan requires 15 years or more of service with the City of Wells. Eligibility will be limited to those employees leaving the City's employment and are eligible to retire under PERA.
- 32.2 The EMPLOYER will provide a cash-out option allowing employees to receive a cash equivalent of 90% of all accumulated and unused sick leave at the employee's hourly rate of pay at retirement. Sick leave will be payable no later than one (1) calendar year after retirement. Payment date to be at the employee's option. Sick leave may be deposited into a HSA account once set up by the employee for medical expenses.
- 32.3 At the time of retirement, the EMPLOYER will pay medical premium costs for coverage at time of retirement until Medicare-eligible age. The premium costs will be capped at the current premium cost to the City at the time of retirement for family or single coverage. Costs above these limits will be the employee's responsibility and will be payable to the City at the prescribed due date.

**ARTICLE 33 - DURATION**

This agreement shall be in effect from January 1, 2021 to December 31, 2022 and shall remain in effect from year to year thereafter unless either party gives notice as may be required by state statute of their desire to amend this agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

For THE CITY OF WELLS:

Mayor: *Daniel B...*

Date: *1/11/2021*

Administrator: *[Signature]*

Date: *1/21/21*

For AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES:

Union President: \_\_\_\_\_

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

Business Agent: *John Prosser*

Date: *12/3/2020*

Police Chief *[Signature]*

Date *1-14-2021*