

AGREEMENT

between

CITY OF ADA, MINNESOTA

and

LOCAL #3064 AFSCME

AFL-CIO

JANUARY 1, 2017

to

DECEMBER 31, 2019

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ARTICLE 1
PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Ada, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, Local 3064, hereinafter called the Union. The intent and purposes of this Agreement is to:

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

ARTICLE 2
RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent under Minnesota Statutes, Section 179A.03, subd. 8, for all employees of the City of Ada who work more than fourteen (14) hours per week and sixty-seven (67) days per year, excluding supervisory employees, confidential employees, City Clerk, employees of the Hospital, employees of the Liquor Store and employees of the Dekko Community Center.

ARTICLE 3
DEFINITIONS

- 3.1 UNION: The American Federation of State, County and Municipal Employees,, Local 3064.
- 3.2 EMPLOYER: The City of Ada, or its representative.
- 3.3 UNION MEMBER: A member of the AFSCME Local 3064.
- 3.4 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.5 REGULAR EMPLOYEE: Employee who has completed a one year probationary period.
- 3.6 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period.
- 3.7 SENIORITY: Length of continuous service with the Employer.
- 3.8 UNION OFFICER: Duly appointed or elected officer of AFSCME Local 3064.

ARTICLE 4
EMPLOYER AUTHORITY

- 4.1 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.
- 4.2 Any terms 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 5
UNION SECURITY

- 5.1 The Employer shall not enter into any agreement with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in anyway conflicts with the terms and conditions of this Agreement.
- 5.2 No discrimination shall be exercised against any employee because of Union membership or because of race, color, creed, religion, national origin, sex, and marital status, receipt of public assistance, disability, age, sexual orientation, or political belief.
- 5.3 The Employer shall deduct from the wages of employees an amount necessary to cover monthly Union dues and/or any other deduction approved by the members of the bargaining unit. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions, shall be forwarded to the Council 65 Office in Nashwauk, Minnesota.
- 5.4 Upon the request of the Union, the Employer shall deduct from the wages of employees in the bargaining unit who are not members of the Union a fair share amount that does not exceed eighty-five (85) percent of the regular monthly dues.
- 5.5 Representative of the Union shall have access to the premises of the City at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.
- 5.6 The Union agrees to indemnify and hold harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of 5.3 or 5.4 of this Article.

- 5.7 The Union shall be permitted the use of bulletin boards maintained by the City for posting of matters of interest to its members. However, no matters pertaining to grievances, political items or any criticism of City policies and practices shall be allowed.
- 5.8 The Union may designate an employee and /or alternate from the bargaining unit to act as Steward and shall inform the Employer in writing of such choice and changes in the position of Steward. The Steward and/or alternate shall have the right to process grievances and perform other duties and responsibilities as established by this Article.

ARTICLE 6
EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 6.1 DEFINITION OF A GRIEVANCE. A grievance is defined as a dispute or disagreement as to the implementation or application of the specific terms and conditions of this Agreement.
- 6.2 UNION REPRESENTATIVES. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 5.8 of this Agreement.
- 6.3 PROCESSING A GRIEVANCE. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereafter provided is limited by 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 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 Employer and the Union Representative have notified and received the approval of the designated supervisor who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 6.4 PROCEDURE. Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:
- STEP 1. An employee claiming a grievance shall, within fifteen (15) work days after such alleged violation has occurred, or the employee has knowledge of the occurrence, present such grievance to the employee's Department Head. The Department Head and the grieving employee shall meet and discuss the grievance. Within seven work days, the Department Head shall respond in writing to the employee. 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, shall be appealed to Step 2 within seven (7)

work days after the Department Head's answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within seven (7) work days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer representative within thirty (30) work days from the date the Step 1 appeal was received by the City Council. The Employer representative shall give the Employer's Step 2 answer in writing to the Union within seven (7) work days following the meeting of the City Council and the Union.

STEP 3. A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to arbitration subject to the provisions of the Public Employment Relations Act of 1984, 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 Act.

6.5 ARBITRATOR'S AUTHORITY.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted.
- B. The arbitrator shall be without power to make any decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within twenty (20) calendar days following close of hearing or 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 express terms of this Agreement and the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and 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 the proceedings, the cost shall be borne equally.

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

- 6.7 CHOICE OF REMEDY. If, as result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 6, or a procedure such as: Veterans Preference. If appealed to any procedure other than Step 3 of Article 6, grievance is not subject to the arbitration procedure as provided in Step 3 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 3 of Article 6, or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3 of Article 6.

ARTICLE 7 **HOURS OF WORK**

- 7.1 A. The normal workday and work week for the public works personnel shall be five (5) eight (8) hour days Monday through Friday, comprising a forty (40) hour week.
- B. The normal work day and work week for the Clerk's office personnel and the police department office personnel shall be five (5) eight (8) hour days, Monday through Friday, comprising a forty (40) hour week.
- 7.2 An employee called back to perform work after the regular work schedule has been completed shall receive time and one-half (1 ½) pay with a minimum of one hour.
- 7.3 Two rest periods of fifteen (15) minutes duration will be allowed during each eight (8) hour working period. Time allowed for fifteen minute breaks includes travel time to and from the workplace. City owned vehicles may be used for coffee breaks, but no other personal use, unless so authorized by the supervisor.
- 7.4 Noon lunch periods shall be unpaid and shall be a minimum of one-half (1/2) hour and a maximum of one (1) hour as set by the Department Head.

ARTICLE 8 **OVERTIME AND PREMIUM PAY**

- 8.1 All hours remunerated by an employee, with the exception of sick leave, in excess of forty (40) hours per week shall be paid for at one and one-half (1 ½) times the employee's regular straight-time rate of pay.
- 8.2 Overtime shall be offered to full-time employees first and on an as equitable a basis as practicable. Employees must receive prior authorization from the employee's immediate supervisor before working any overtime, except in cases of emergency.
- 8.3 Mandatory trainings shall be compensated at the Employees regular rate of pay and scheduled in a manner so as not to trigger overtime compensation.

8.4 Employees who are assigned by the Employer to be “on call”, or who are required by the employer to check lift stations, Monday through Friday evening shall be compensated at a rate of \$17.50 per day. Employees who are assigned by the Employer to be “on call”, or who are required by the Employer to check lift stations, on a Saturday or Sunday shall be compensated at the rate of \$55.00 per day and shall be entitled to one hour of pay at ~~and~~ one and one-half (1 ½) their regular rate of pay. If the Employee is “called in” to work, the employee shall be compensated at their regular rate of pay, or the overtime rate if applicable. Holidays shall be treated as Saturday and Sunday (see above) for purposes of this Article.

ARTICLE 9
HOLIDAYS

9.1 Regular employees shall receive pay at their regular straight-time hourly rate for each of the following holidays they are not required to work:

½ Day – Good Friday	Independence Day	Veterans Day
New Year’s Day	Labor Day	Thanksgiving Day
President’s Day	Columbus Day	Christmas Day
Memorial Day	Martin Luther King Day	

9.2 Two of the above listed holidays may be used as floating holidays, subject to the approval of the Department Head. Floating holidays shall be allowed on a 1st come 1st granted basis.

9.3 A holiday falling on a Saturday shall be observed on the preceding Friday, and a holiday falling on a Sunday shall be observed on the following Monday.

9.4 Employees eligible for the holiday pay provided by this Article who work on any such holiday shall receive the holiday pay plus pay at one and one-half (1 ½) times their regular straight –time hourly rate for all such hours worked.

9.5 A paid holiday which occurs during a regular employee’s vacation shall add a day to the employee’s vacation period, provided the holiday is observed on a day the employee normally would have been scheduled to work.

9.6 Should an employee, eligible for a paid holiday under this Article, be on sick leave at a time of such paid holiday, the employee shall receive an additional day of sick leave in lieu of the paid holiday.

9.7 A paid holiday which occurs on a regular employee’s scheduled day off shall entitle the employee to some other day off with pay.

ARTICLE 10
VACATIONS

10.1 All regular employees shall earn vacation benefits as follows:

After one (1) year service Ten (10) days.
(Five days vacation will be available for use by employees who have completed six (6) months of service.)

After five (5) years service Employees will receive ten (10) days of vacation plus one additional vacation day for each year of service after five to a maximum of 20 days of vacation.

Vacation benefits shall be earned on an anniversary to anniversary basis.

10.2 Each year, the Department Head will consult with all employees eligible for vacations. From such consultation, the Department Head will establish working and vacation schedules with first consideration given to the efficient operation of the department and second to the wishes of the employees as to vacation time. Senior employees shall be given schedule preference.

10.3 Split vacations may be granted upon request.

10.4 One week (five working days) of vacation may be used on a daily basis if approved by the Department Head.

10.5 Vacation time may not be waived for the purpose of receiving double pay.

10.6 Employees unable to work because of illness or injury who have exhausted their sick leave may be permitted to draw vacation time pay to which they are entitled.

10.7 Any employee leaving the City's employment in good standing shall be paid for any vacation earned and unused.

ARTICLE 11
PERSONAL TIME OFF (PTO)

11.1 Each employee is allowed two (2) personal time-off days (P.T.O.) per calendar year. Employees shall be allowed to take P.T.O. in 15 minute increments. P.T.O. may be allowed with the consent of the Department Head and only when it will not impair or interfere with the operation and efficiency of the department.

ARTICLE 12
SICK LEAVE/BEREAVEMENT LEAVE

- 12.1 Sick leave with pay shall be earned by each regular employee at the rate of one (1) working day for each full month of service or major fraction thereof.
- 12.2 Unused sick leave to an employee's credit may be accumulated from year to year to a maximum of four hundred eighty (480) hours.
- 12.2.1 Grandfather clause: Current employees (those hired before January 1, 2012) will retain an unused sick leave accumulation of nine hundred and sixty hours (960). However, employees hired after January 1, 2012, may only accumulate from year to year of four hundred and eighty (480) hours.
- 12.3 Accrued sick leave may be used when an employee cannot perform work duties due to the following:
- personal illness;
 - necessity for medical, dental or chiropractic care;
 - medical care of spouse, children and other relatives residing with the employee or dependent on the employee for their care;
 - local quarantine;
 - work connected injury in an amount equal to the difference between an employee's regular pay and benefits being paid under Worker's Compensation.
- 12.4 Sick leave with pay may be granted for a maximum of five (5) working days per occurrence in addition to bereavement leave for the death of the employee's spouse, children or step-children, siblings or step-siblings, parents or step-parents, spouse's parents, spouse's siblings and other relatives living within the household.
- 12.5 Sick leave with pay may be granted for a maximum of two (2) working days per occurrence for the death of the employee's grandparents, grandchildren, aunts, uncles, nephews and nieces.
- 12.6 Bereavement leave (not counted against sick leave), up to a maximum of three days per occurrence may be granted when a death occurs in the immediate family for the purpose of attending the funeral and related matters. Immediate family for the purpose of bereavement leave includes an employee's spouse, children or step-children, siblings or step-siblings, parents or step-parents, and other relatives living within the household.
- 12.7 Sick leave shall be earned from the beginning date of an employee's continuous service.
- 12.8 Employee's claiming sick leave may be required to file competent written evidence that they have been absent as authorized. If employees have been incapacitated, for a period of absence or major fraction thereof, they may be required to provide evidence of being physically able to perform their duties. Each employee and employee's Department

Head shall be held accountable for the reasonable, prudent and bona fide use of sick leave privileges.

- 12.9 Claiming sick leave when physically fit, except as provided in this Article may be cause for disciplinary action, including cancellation of sick leave privileges, suspension, demotion or termination. Employees must notify their Department Head (or other department official if Department Head is not available) of the need for leave at the earliest possible moment and preferably before the start of the scheduled working hours. Failure to make diligent efforts to give such notification may result in payroll deduction of such time taken.
- 12.10 Worker's Compensation – The Employer shall comply with Minnesota Statutes, Chapter 176.102.
- 12.11 After 15 years of service, any employee who has banked the maximum of sick days under 12.2 above shall receive payment for one half of the annual sick leave days that are unused by the employee.
- 12.12 Any employee leaving the City's employment in good standing shall be paid for one-half (1/2) of any sick leave earned and unused not to exceed 240 hours.

ARTICLE 13 **LEAVE OF ABSENCE**

- 13.1 Department Heads may at their discretion, and with the concurrence of the Employer, approve the absence of any employee, without pay, not to exceed 30 calendar days. Any unpaid absence of more than 30 days but not to exceed one year shall be approved by the Employer in advance. Where appropriate in such cases the Employer will grant an official leave of absence in order to preserve the employee's status as a public employee and his benefits under P.E.R.A.
- 13.2 Whenever practicable, a written report for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.
- 13.3 Requested leave of absence will be granted only when such leave would not effect the services provided by the Employer. The approval of such requests is discretionary with the Employer, provided that an employee shall have the right to have a denial reviewed.
- 13.4 Employees who are absent from work without an approved leave of absence may be subject to discipline as provided by this Agreement.
- 13.5 The Employer shall, upon proper application, grant unpaid maternity leave to pregnant employees for such periods of time as may be authorized by the employee's doctor, but not to exceed six (6) months. The employee shall request such leave from the Council by written application at least thirty (30) days prior to the date on which such leave is to begin.

- 13.6 The Employer shall upon proper notification, grant unpaid child care leave pursuant to Minnesota Statute §181.941, for a period not to exceed six (6) weeks, in the event of birth or adoption. The employee shall request such leave from the Council by written application at least thirty (30) days prior to the date such leave is to begin. This is for employees that have been with the City for at least twelve (12) months. Health insurance premiums shall be paid by the employee to cover the period of unpaid leave.
- 13.7 The Employer agrees to extend all rights granted under Federal or State statutes regarding the Family Medical Leave Act, which allows qualifying employees to take up to twelve (12) weeks unpaid leave. Any FMLA leave must run concurrently with the use of sick leave, vacation leave, or a leave under Article 13.
- 13.8 Employees who are members of the military shall be entitled to military leave as provided by State and Federal Law, where applicable.

ARTICLE 14 **INSURANCE**

- 14.1 Single Coverage. The Employer shall pay the single premium for the group hospital/medical/dental and life disability plan for regular employees. The Employer will pay an additional \$1,200.00 annually into a flex account for regular Employees electing single coverage.
- 14.2 Family Coverage.
- Subdivision 1. Effective January 1, 2017 and continuing in 2018 and 2019, the Employer shall pay \$1125.00 per month toward family group hospital/medical plan for regular employees. The employee will pay any premium over and above the City contribution.
- Subdivision 2. The parties agree that if the health insurance premiums increase or decrease twenty percent (20%) or more as anticipated for 2018 or for 2019, they will re-open this Agreement on the subject of health insurance contributions only and meet and negotiate the amount of the Employer's contribution and the amounts employees will pay towards coverage.
- Subdivision 3. The Employer will place the difference between the Employer contribution and the actual cost of the premium into a Flexible Account for employees electing to take family coverage.
- 14.3 Employees may obtain dependent coverage under the group plan referred to in 14.2 by payroll deduction at the required amount required by the carrier for coverage.

ARTICLE 15
SENIORITY, PROBATIONARY PERIODS

- 15.1 Any newly hired or rehired employee shall serve a one year probationary period, during which time they may be terminated at the sole discretion of the Employer.
- 15.2 Upon completion of probationary period, employees shall become regular employees within the meaning of this Agreement, and shall be credited with seniority dating from the date of continuous employment with the Employer.
- 15.21 The principals of seniority shall apply in layoffs, recalls, and transfers, provided, however, no regular employee shall be laid off while probationary employees are working and provided further that the senior employee is qualified to perform the work available.
- 15.22 Notices of job vacancies and new positions within the designated bargaining unit shall be posted by the City Clerk for a period of seven (7) working days and first consideration shall be given to present employees covered by this Agreement, provided no applicant will be selected unless the applicant:
- a. Has the necessary qualifications to meet the standards of the vacancy; and
 - b. Has the ability to perform the duties and responsibilities of the job vacancy; and
 - c. Applies within the seven (7) day posting time.

An employee assigned to the posted job shall be on probation at the Employee's present rate for thirty (30) days during which time the Employee may be returned to their former position upon request or at the discretion of the Employer, but without loss of seniority.

- 15.3 Regular employees shall not be reduced in pay when temporarily assigned to work in a classification lower than that to which they are normally assigned. For purposes of this subsection, "temporarily assigned" shall be interpreted to mean thirty (30) calendar days.
- 15.4 The Employer shall maintain an appropriate seniority list and provide a copy to the Union.

ARTICLE 16
DISMISSALS, DISCIPLINE, RETIREMENT

- 16.1 Regular employees shall be discharged only for just cause.
- 16.2 It is mutually understood and agreed that in establishing and administering disciplinary procedures that the concept of "progressive discipline" shall prevail, although, it is recognized that there are some offenses which may, due to their nature require more stringent discipline than normal process. The normal disciplinary progressive shall be:

V Verbal Reprimand

- W Written Reprimand
- TL Temporary Layoff with Pay
- TL3 Temporary Layoff without Pay for Three (3) Working Days
- D Discharge

- 16.22 Employees who are subject to a written reprimand, suspension, or discharge may grieve such actions through the provisions of Article 6, provided if no appeal is made on such disciplinary action within seven (7) calendar days of its occurrence or notice of, this right shall be deemed waived.
- 16.23 Employees who are suspended or discharged will be notified of such action in writing, a copy of which will be given to the Union Steward.
- 16.3 There is no mandatory retirement age for employees, except in those positions where a bonafide occupation qualification exists.
- 16.4 Employees wishing to resign in good standing shall provide two (2) weeks notice.

ARTICLE 17
WAGES

- 17.1 All employees covered by this Agreement shall be paid in accordance with Schedule "A" attached hereto and made a part of this Agreement. (The general pay increase for all wages steps for 2017 is + \$0.75 and 2.5%, for 2018 is 2.5%, and for 2019 is 2.5%)
- 17.2 Employees called for jury duty shall be paid the difference between their regular pay and the amount received for jury duty, excluding any per diem.
- 17.3 Employees shall be paid on the fifteenth (15) and last day of the month.

ARTICLE 18
WAIVER

- 18.1 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 suspended.
- 18.2 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 and 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 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 and 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 19
EMPLOYEE POLICY

- 19.1 The Union hereby accepts the City of Ada Employment Policy as currently adopted and agrees that except as herein specifically modified, the Employee Policy shall govern. In the event of a conflict between this Agreement and the Employee Policy, this Agreement shall govern.

ARTICLE 20
DRUG TESTING

- 20.1 The Union agrees that all Public Works Department workers must have a Commercial Driver's License (CDL). Furthermore, all employees will comply with the Chemical Dependency Policy of the City of Ada Employment Policy. All employees shall sign a release of any drug testing reports. A copy of all drug testing reports will be given to the City and may be used in disciplinary actions.

ARTICLE 21
SAVINGS CLAUSE

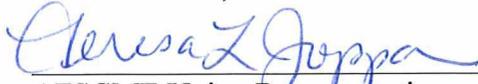
- 21.1 This Agreement is subject to laws of the United States, the State of Minnesota, or the City of Ada. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time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

ARTICLE 22
DURATION

- 22.1 Except as otherwise specifically provided, this Agreement shall be effective from January 1, 2017 until December 31, 2019, and shall remain in effect from from year to year thereafter unless either party shall give written notice ninety (90) days prior to any anniversary date of its desire to amend or terminate the Agreement.

22.2 IN WITNESS THEREOF, the parties hereto have set their signatures on this ___ day of January 2017.

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 65, LOCAL 3064**



AFSCME Union Representative

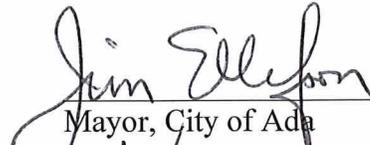
1-18-17 (date)



Union Steward/President

1-24-17 (date)

CITY OF ADA, MINNESOTA



Mayor, City of Ada

2/1/17 (date)



City Clerk/Treasurer

1-24-2017 (date)

SCHEDULE "A" CITY OF ADA HOURLY RATES OF PAY

Hourly Rate of Pay for the positions in this unit for 2017, 2018, and 2019

Hourly Rate of Pay for the positions in this unit effective January 1, 2017 shall be:
(effective January 1, 2017; 2017 is + \$0.75 and 2.5% added to the 2016 rate, for 2018 add 2.5%,
and for 2019 add 2.5%)

	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
Hire	15.70	16.10	16.50
1 st Year	16.90	17.32	17.75
2 nd Year	17.57	18.01	18.46
3 rd Year	18.49	18.95	19.43
4 th Year	19.41	19.90	20.40

The Assistant Clerk for Accounting will be placed at the \$19.41/hour rate of pay in January 2017, 19.90 in 2018 and 20.40 in 2019. The Assistant Clerk will work a 40 hour per week schedule May 1 through January 30 each year and a 15 hour per week schedule February 1 through April 30 each year. Full health, dental, life and disability benefits will be accorded the position while sick leave and vacation will be calculated on a 32 hours per week average.

Licensed Water/Wastewater Operator

	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
Hire	19.79	20.28	20.79
1 st Year	20.04	20.54	21.05
2 nd Year	21.59	22.13	22.68
3 rd Year	22.37	22.93	23.50
4 th Year	23.15	23.72	24.31

In addition to their regular straight time earnings, employees shall receive longevity pay on the following basis: (+\$25/yr in 2017, + \$35/yr in 2018, + \$50/yr in 2019)

	<u>2017</u>	<u>2018</u>	<u>2019</u>
After five (5) – nine (9) years of service	\$85	\$120	\$170 per year
After ten (10) – fourteen (14) years of service	\$145	\$180	\$230 per year
After fifteen (15) – nineteen (19) years of service	\$205	\$240	\$290 per year
After twenty (20) – twenty-four (24) years of service	\$265	\$300	\$350 per year
After twenty-five (25) – Twenty-nine (29) yrs of service	\$337	\$372	\$422 per year
After thirty (30) – thirty-four (34) yrs of service	\$397	\$432	\$482 per year
After thirty –five (35)–thirty-nine (39) yrs of service	\$457	\$492	\$542 per year

The anniversary date of an employee shall be their seniority date for longevity purposes, and each employee shall be given credit for years already worked.

Longevity shall be payable in a lump sum on December 1 of each year.

Employees will receive the normal rate of pay for time spent in traveling to Employer required meetings and training classes (windshield time).

Effective January 1, 2003, differential pay for line work will be \$3.00/hour.

Line work is defined as: Work on energized or unenergized high voltage and secondary lines, transformer hookups, service connects, framing poles and other electrical utility line work normally performed by an electrical lineman.

The differential pay for line work will only be paid to public works personnel who are required to work on electrical utility but whose job description does not include this type of work.

Effective January 1, 2009, Employees with certifications requested by the department head and approved by the City Council shall receive an additional \$0.50 per hour per certification. These certifications cannot be a requirement of the employee's current job description.