

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**AFSCME COUNCIL 65,
NASHWAUK, MINNESOTA
(SUPERVISORY EMPLOYEES)**

JANUARY 1, 2018

through

DECEMBER 31, 2020

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of East Grand Forks, Minnesota, hereinafter referred to as Employer and Local Union No. 3452, AFSCME Council 65, AFL-CIO, hereinafter referred to as Union. The intent and purpose of this Agreement is as follows:

1. To establish the terms and conditions of employment for the duration of this agreement;
2. To establish procedures for the resolution of disputes concerning the interpretation and/or application of this written Agreement;
3. To specify the full and complete understanding of the parties; and
4. To place in written form the parties' agreement upon the terms and conditions of employment for duration of this agreement.

ARTICLE 2: CERTIFICATION AND RECOGNITION

The Employer recognizes the Union as the exclusive representative for all supervisory employees of the City of East Grand Forks, Minnesota in the job classifications of:

Fire Chief
Library Director
Superintendent of Parks & Recreation
Police Chief
Public Works Director
Community Development Director

who are public employees within the meaning of Minnesota Statutes, Sec. 179A.03, Subd. 14, excluding Public Utilities employees, City Administrator, and all other non-supervisory employees.

ARTICLE 3: MANAGEMENT RIGHTS

Section 3.1 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; to take any and all actions necessary to carry out the operations of the Employer in situations involving a disaster or emergency consistent with the terms and conditions listed in this agreement to the extent practicable; and to perform any inherent managerial functions not specifically limited by this Agreement.

Section 3.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 4: UNION RIGHTS

Section 4.1 Payroll Deductions

Each employee will have the right to request and be allowed dues check off for the Union. Upon receipt of a properly executed authorization from an employee, the Employer will deduct from the employee's paycheck the monthly dues that the employee has agreed to pay the Union. All such sums so deducted from the Employee's paycheck shall be remitted monthly to the Union with a list of names from whom such deductions were made. The Union shall, furnish the Employer with a list of those employees who are certified as members of said Union. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card to the City Administrator. 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. The Employer shall deduct from the wages of employees an amount necessary to cover monthly Union Dues.

Section 4.2 Steward and Representative

The Union may designate two employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choices and any changes in such choices.

Section 4.3 Facilities

The Employer shall make available to the Union, upon request, facilities at reasonable times for the purposes of bargaining and processing grievances on behalf of union Members so long as (1) they receive approval from the City Administrator; and (2) they do not interfere with the job duties and responsibilities of an employee nor the normal operations of the Employer.

Section 4.4 Bulletin Board

The Employer shall make space available on an employee bulletin board for posting Union notices and announcements.

Section 4.5 Indemnification

The Union agrees to indemnify and hold the Employer 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 this Article.

ARTICLE 5: GRIEVANCE PROCEDURE

Section 5.1 Definitions

The words in this article have the meanings given them as follows.

- Subsection 5.1 Bureau. The Minnesota Bureau of Mediation Services.
- Subsection 5.2 Days. Calendar days.
- Subsection 5.3 Employee. Any public employee who is employed in a position that is part of an appropriate unit for which an exclusive representative has been certified under Minnesota Statutes, Section 179A.12.
- Subsection 5.4 Grievance. A dispute or disagreement regarding the application or interpretation of any term of a contract required under Minnesota Statutes, Section 179A.20, Subd. 1.
- Subsection 5.5 Party. Either the exclusive representative and its authorized agent or the Employer and its authorized representative.
- Subsection 5.6 Service. Personal delivery or service by the United States Postal Service, postage prepaid and addressed to the individual or organization at its last known mailing address. Service is effective upon deposit with the United States Postal Service, as evidenced by postmark or dated receipt, or upon personal delivery.

Section 5.2 Computation of Time

In computing any period of time prescribed, the day or act or event upon which a period of time begins to run shall not be included. The last day of the time period shall be included unless it is a Saturday, Sunday, or holiday recognized in Section 11.1 of this agreement.

Section 5.3 Grievance Procedure

Grievances, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

- Step 1. When an employee or group of employees represented by an exclusive representative has a grievance, the employee or an agent of the exclusive representative shall present the grievance to the City Administrator in writing within 21 days after the event or act giving rise to the grievance. The City Administrator shall then attempt to resolve the matter and shall respond in writing to the grievant and the agent of the exclusive representative within 10 days after the grievance is presented.

Step 2. If the grievance is not resolved under Step 1, the parties may mutually agree in writing to request the services of the Bureau to conduct a grievance mediation session in an attempt to resolve the grievance. The request for mediation must be made within ten days of the City Administrator's response in Step 1. If the parties do not mutually agree to participate in a grievance mediation within the time period specified herein or the grievance is not resolved in a mediation, if the parties mutually agreed to participate in mediation, the grievance may proceed directly to grievance arbitration.

Step 3 Arbitration

Referral to Arbitration. If the parties do not mutually agree to participate in a grievance mediation within the time period specified in Step 2 or the grievance is not resolved in a mediation, whichever is applicable, the exclusive representative may serve written notice on the Employer of its intent to refer the case to arbitration within ten days of the applicable mediation scenario specified herein.

Selection of Arbitrator. Within ten days of the service of written notice of intent to arbitrate, the City Administrator or designee shall consult with the agent of the exclusive representative and endeavor to mutually agree upon an arbitrator to hear and decide the grievance. If the parties do not agree upon the selection of an arbitrator, either party may request a list of impartial arbitrators from the Bureau. The parties shall thereafter alternately strike names from a list of seven names to be provided by the Bureau until only one name remains. The remaining name shall be designated arbitrator. The determination of which party will commence the striking process shall be made by mutual agreement or a flip of a coin. If one party refuses to strike names from the list provided by the Bureau, the other party may serve written notice of this fact upon the Bureau, with a copy to the offending party. Unless it is confirmed that the parties have otherwise selected or agreed upon an arbitrator within three days of service of the notice of refusal or failure to strike names, the Bureau shall designate one name from the list previously provided to the parties and the person so designated by the Bureau shall have full power to act as the arbitrator of the grievance.

Arbitrator's Authority. The arbitrator shall have no authority to amend, modify, add to, or subtract from the terms of an existing contract. The decision and award of the arbitrator shall be final and binding upon both parties. 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. 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'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.

Arbitration Expenses. The Employer and the exclusive representative shall share equally the arbitrator's fees and necessary expenses. Cancellation fees shall be paid by the party requesting the cancellation and any fees incurred as a result of a request for clarification shall be paid by the party requesting the clarification. Each party shall be responsible for compensating its own representatives and witnesses.

Transcripts and Briefs. Because arbitration is intended to provide simple, speedy alternative litigation processes, the use of transcripts and briefs should be considered only in exceptional circumstances. If a verbatim record is required, it may be prepared providing the party desiring the record pays the cost and makes a copy available to the other party and the arbitrator without charge. The arbitrator may maintain written notes of the hearing and may use an electronic recording device to supplement the note taking. These notes shall be considered the arbitrator's private and personal property and shall not be made available to the parties or another third party. If a recording device is used by the arbitrator to supplement the arbitrator's notes, the arbitrator shall retain the recording for a period of 90 days following the issuance of the award.

Section 5.4 Processing of Grievances

Subsection 5.4.1 Release Time. To the fullest extent feasible, the processing of grievances shall be conducted during normal business hours of the employer. Employees designated by the exclusive representative shall be released from work without loss of regular non-overtime earnings as a result of their necessary participation in meetings or hearings, whenever such release is consistent with the ability of the Employer to conduct safe and reasonable operations. No more than three employees shall be entitled to compensation for participation in a single meeting or hearing with respect to any one grievance.

Subsection 5.4.2 Waiver of Steps. The parties may by written mutual agreement waive participation in the grievance steps and may similarly agree to extend the time limits established.

Subsection 5.4.3 Time Limits. If the dispute is not presented by the employee within the time limits indicated above, it shall be considered waived. If a dispute is not appealed to the next step within the time limit, it shall be considered settled on the basis of the

Employer's last answer. If the Employer does not answer a written complaint, or an appeal thereof, within the specified time limits, the employee may elect to treat the complaint as denied at that step and may appeal the complaint to the next step.

Subsection 5.4.4 Location of Mediation and Arbitration. It is desirable that mediation and arbitration hearings be held within the City of East Grand Forks.

Section 5.5 Choice of Remedy

If a grievance remains unresolved after Step 2 of Section 5.3 and the grievance involved 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 Section 5.3 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 3 of Section 5.3, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 6: SAVINGS CLAUSE

This Agreement is subject to the laws, ordinances regulations and rules of the City of East Grand Forks, the State of Minnesota, and the United States of America. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 7: LEAVES OF ABSENCE

Section 7.1 Funeral Leave

An employee will be granted a maximum of three (3) working days funeral leave with pay in the event of a death in the employee's immediate family. Immediate family includes the employee's spouse, children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the employee and of the employee's spouse, and any other member of the employee's household living with the employee. Employee will be allowed one (1) day of paid leave per year if they are a pall bearer at a funeral. Additional days for funeral leave may be granted at the discretion of the Employer for extenuating and unusual circumstances, which additional time shall be charged against the employee's sick leave or vacation time.

Section 7.2 Jury Duty

All employees will receive an automatic leave of absence when called for jury duty. Employees will be paid by the Employer the difference of their regular compensation and the amount received as a juror (less any amount received for mileage or expense allowance).

Section 7.3 Other Leave

An employee may request a leave of absence without pay for a period of not more than one year. All requests in excess of four working days shall be in writing and directed to the City Administrator. When the request is for more than five (5) working days, the request shall be answered by the City Administrator within two (2) working days. Requests for leaves of absence of more than five (5) days shall be answered within fifteen (15) working days. Requests for leave of absence of more than fifteen (15) working days shall cause the employees date for seniority privileges, if any, to be advanced by the number of days in excess of fifteen working days.

Section 7.4 Parenting Leave

Parenting leaves of absence will be granted pursuant to Minnesota Statutes.

Section 7.5 Union Business

Members of the Union selected to participate in Union functions shall be granted a leave of absence without pay for a reasonable time upon request of the Union. Such leave shall not exceed five working days during the calendar year and no more than two (2) Union employees shall be granted this leave during the calendar year.

ARTICLE 8: DISCIPLINE

Section 8.1 Just Cause

The Employer will discipline an employee only for just cause. Discipline will be one or more of the following forms:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Demotion
5. Discharge

Section 8.2 Notification to Union

The employee and the Union will be notified in writing that the employee has been disciplined.

Section 8.3 Probationary Employees

During their probationary period, employees may be discharged at any time without cause. Such discharge can not be grieved through Article 5 of this agreement.

ARTICLE 9: INSURANCE

Section 9.1 Health Insurance

Subsection 9.1.1 Single Coverage. : Effective January 1, 2018, the EMPLOYER shall contribute **\$491.47** of the premium cost per month of the single plan health insurance policy for each full time EMPLOYEES who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time \$250 or \$700 deductible plans. **January 1, 2019**, the EMPLOYER shall increase the EMPLOYER contribution up to 4%. In the event the insurance premium increase is greater than a 4% increase to the EMPLOYER contribution and a 4% increase to the EMPLOYEE contribution, this section of the contract will be re-opened for negotiation. **January 1, 2020**, the EMPLOYER shall increase the EMPLOYER contribution up to 4%. In the event the insurance premium increase is greater than a 4% increase to the EMPLOYER contribution and a 4% increase to the EMPLOYEE contribution, this section of the contract will be re-opened for negotiation.

For EMPLOYEES enrolled in single coverage in the \$3,000 High Deductible Health Plan (HDHP), the EMPLOYER shall contribute **\$493.88** toward premium costs. **January 1, 2019**, the EMPLOYER shall increase the EMPLOYER contribution up to 4%. In the event the insurance premium increase is greater than a 4% increase to the EMPLOYER contribution and a 4% increase to the EMPLOYEE contribution, this section of the contract will be re-opened for negotiation. **January 1, 2020**, the EMPLOYER shall increase the EMPLOYER contribution up to 4%. In the event the insurance premium increase is greater than a 4% increase to the EMPLOYER contribution and a 4% increase to the EMPLOYEE contribution, this section of the contract will be re-opened for negotiation.

Subsection 9.1.2 Dependent (Family Coverage). Effective January 1, 2018, the EMPLOYER shall contribute up to **\$1,125.12**

of the premium cost per month of the family plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time. **January 1, 2019**, the EMPLOYER shall increase the EMPLOYER contribution up to 4%. In the event the insurance premium increase is greater than a 4% increase to the EMPLOYER contribution and a 4% increase to the EMPLOYEE contribution, this section of the contract will be re-opened for negotiation. **January 1, 2020**, the EMPLOYER shall increase the EMPLOYER contribution up to 4%. In the event the insurance premium increase is greater than a 4% increase to the EMPLOYER contribution and a 4% increase to the EMPLOYEE contribution, this section of the contract will be re-opened for negotiation.

Subsection 9.1.3 Health Savings Account (H S A) - For EMPLOYEES enrolled in a High Deductible Health Plan (HDHP) the EMPLOYER will contribute \$3.00 for every \$1.00 that EMPLOYEE contributes into an H S A with a maximum EMPLOYER contribution of \$1,000 per calendar year. EMPLOYER contributions will be made in bi-weekly installments.

Subsection 9.1.4

Scope of Employer Responsibility: The Employer's responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The Employer has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this Agreement, except an allegation that the Employer has failed to pay required contributions to the insurance carrier. Any additional cost or premium beyond that stated above shall be borne by the employee and made by payroll deduction.

Section 9.2 Life Insurance

The Employer shall purchase at its expense a term life insurance policy in the amount of \$50,000 for the employee.

Section 9.3 Minnesota State Retirement System Health Care Savings Plan

Subsection 9.3.1 Purpose of this Section: To establish the basis for the AFSCME Council 65 Local No. 3452 (Union) and the Employer to provide for the participation of employees covered by the Labor Agreement between the Union and the Employer in the State of Minnesota, Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

Subsection 9.3.2 Duration : Eligibility for participation by employees in the HCSP will begin effective January 1, 2007 and continue unless specifically terminated by the parties.

Subsection 9.3.3 Administration: The Employer will handle the administrative responsibilities of remitting and accounting for the employees contributions to the Minnesota State Retirement System (MSRS) as required by MSRS.

Subsection 9.3.4 Contributions: Contributions to the HCSP will be established for individual employees by majority vote of Local No. 3452. Individual employees may neither increase nor decrease their individual contributions from the amount established by the Union Unit. Beginning in 2008, all retiring employees with more than thirty years service shall direct 0% of their eligible severance pay to MSRS Health Care Savings Plan. All other eligible employees will direct 100% of their severance package to the MSRS Health Care Savings Plan.

Beginning in 2008, all eligible employees will contribute the dollar equivalent of 3% of the unused and banked sick leave up to and including 1280 hours. The dollar equivalent is calculated by taking the eligible employee's hourly rate of pay for the preceding year times the number of hours that the employee is eligible to receive. This contribution will be deducted from banked sick leave in January of each year. The employee's banked sick leave hours will then be reduced by the number of eligible hours reflected by the employee's contribution.

Subsection 9.3.5 Investment Options: Individual employees may select their individual investment options from the list of options made available to individual employees by the MSRS.

Section 9.4 Disability Insurance.

The Employer shall contribute \$17.75 per month toward disability insurance equal to an annual dollar amount of \$213.00 toward the premium of this policy for the Chief of Police and Fire Chief positions. This policy will in no way affect or be affected by the Employee's sick leave or Worker's Compensation Benefits.

ARTICLE 10: HOLIDAYS

Section 10.1 Holidays

The following days shall be recognized as paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Good Friday*	Christmas Eve*
Memorial Day	Christmas Day
Independence Day	New Year's Eve*
Labor Day	Two (2) Floating Holidays

*These holidays begin after the employee has worked one-half of his/her normal workday.

The floating holiday is to be taken at the employee's choice with City Administrator's approval. The employee shall receive one (1) day of pay for each of the holidays on which they perform no work, provided they have worked or were on approved leave the regularly scheduled work day preceding and succeeding the holiday. All employees shall receive the same number of holidays.

If a holiday is observed on an employee's scheduled day off, or during their vacation, they shall receive an additional day off in lieu. For payroll purposes, time off for holidays will be considered time worked by the employee even if no work is performed by the employee during such time off. If a holiday falls on a Sunday, the following workday (Monday) will be the holiday. If a holiday falls on Saturday, the preceding workday (Friday) will be the holiday. Employees shall receive eight (8) hours of time off for each holiday and four (4) hours of time off for each half-day holiday. In those years when Christmas Day and New Years Day fall on a Tuesday, Wednesday, Thursday or Friday employees shall receive ½ day (4) hours off for both Christmas Eve and New Years Eve.

Section 10.2 Work Performed on Holiday

If an employee is required to work by the City Administrator or City Council on a holiday, they shall be paid at the rate of one and one half (1 1/2) times their base hourly rate of pay.

ARTICLE 11: VACATIONS

Section 11.1 All full time employees hired before January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

1 year	40 hours
2 years	80 hours
4 years	88 hours
6 years	96 hours
7 years	104 hours
8 years	112 hours
9 years	120 hours
10 years	128 hours
11 years	136 hours
12 years	144 hours
13 years	152 hours
14 years	160 hours
15 years	168 hours
16 years	176 hours
17 years	184 hours
18 years	192 hours
19 years	200 hours
20 years	208 hours

All full time employees hired after January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

1 year	80 hours
2 years	90 hours
3 years	100 hours
4 years	110 hours
5 years	120 hours
6 years	130 hours
7 years	140 hours
8 years	150 hours
9 years	160 hours

- Section 11.2 For payroll purposes, time off for vacation will be considered time worked by the employee. The employee shall receive credit for such time off for any benefits provided in this Agreement.
- Section 11.3 Employees hired after January 1, 2018 will have 40 hours of vacation deposited into their vacation accrual bank upon hire. The remaining 40 hours of year 1 vacation will accrue in 24 equal amounts in each pay period of year 1 employment. Employees who do not complete the 6 month probationary period will forfeit any unused initial banked vacation and accrued vacation at the point of termination of employment.
- Section 11.4 The Public Works Superintendent, Community Development Director and Parks & Recreation Superintendent will receive a **one (1) time** deposit of forty (40) hours of vacation time to their vacation banks. This section will be removed from future contracts.

ARTICLE 12: SICK LEAVE

- Section 12.1 Sick leave shall be accumulated at the rate of eight (8) hours per calendar month of service with unlimited accumulation of hours. For payroll purposes, time off for sick leave will be considered time worked by the employee. The employee shall receive credit for such time off for any benefits provided in this Agreement.
- Section 12.2 Employees hired after January 1, 2018 will have 48 hours of sick time deposited into their sick accrual bank upon hire. The remaining 48 hours or year 1 sick time will accrue in 24 equal amounts in each pay period of year 1 employment. Employees who do not complete the 6 month probationary period will forfeit any unused initial banked sick time and accrued sick time at the point of termination of employment.
- Section 12.3 Only working days shall be counted when computing sick leave. Sick leave shall be granted for bona fide personal injury or illness, medical examination, medical treatment or legal quarantine. For absences longer than three (3) days, a written report by a doctor may be requested by the Employer confirming illness, injury or treatment.
- Section 12.4 When an employee is eligible for worker's compensation payments and they are unable to work due to the personal injury qualifying them for such payment, the Employer will pay the complete salary to the employee and the same shall be charged to the employee's sick leave until worker's compensation takes over. Thereafter, the employee may supplement the compensation payments with a portion of the employee's sick leave so that the combination of the two will equal

the employee's weekly wage as defined in the workers' compensation law, unless an Attorney General's opinion or a court of competent jurisdiction determines that such action by the Employer is contrary to law. In the event an employee's sick leave is completely exhausted, the employee will then receive worker's compensation payments only.

- Section 12.5 Sick leave may also be used in the case of illness in the immediate family requiring the employee's attendance, and will be for the actual time required, but not to exceed three (3) working days. This time shall be charged against the employee's sick leave account.
- Section 12.6 Employees using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.
- Section 12.7 Upon resignation, retirement, death or disability of an employee, an employee hired before January 1, 2004 shall be paid for 100% of the employee's unused sick leave then accumulated, not to exceed twelve hundred eighty (1280) hours, and the pay therefore shall be at the employee's normal rate of compensation then being received. Upon resignation, retirement, death or disability of an employee, employees hired on or after January 1, 2004 shall be paid for 100% of the employee's unused sick leave then accumulated, not to exceed nine hundred sixty (960) hours of unused sick leave then accumulated and the pay therefore shall be at the employee's normal rate of compensation then being received. Upon resignation, retirement, death or disability of an employee, employees hired on or after January 1, 2010 shall be paid for 50% of the employee's unused sick leave then accumulated, the pay therefore shall be at the employee's normal rate of compensation then being received.
- Section 12.8 Upon the death of an employee, the person designated to receive the payments referenced in Section 12.6 as a result of such death shall be the person authorized in writing by the employee as the beneficiary of such payments. If no such written authorization is received from the employee, the payments shall be paid to the personal representative of the employee's estate in accordance with applicable law.

Section 12.9 At the employees' option, employees hired before January 1, 2004 may sell back to the Employer unused sick leave in excess of six hundred forty (640) hours up to a maximum of forty-eight (48) hours in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of six hundred forty (640) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave will go to the employee's sick leave accumulated during that year. Employees hired after January 1, 2004, but before January 1, 2010 may sell back to the Employer unused sick leave in excess of nine hundred sixty (960) hours up to a maximum of forty-eight (48) hours in any one year. Employees must indicate their intention to sell back the days prior to December 1 of that year.

ARTICLE 13: HOURS OF WORK

Section 13.1 The normal workweek shall be Monday through Friday. The normal workday shall be eight (8) hours per day.

Section 13.2 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.

Section 13.3 The Chief of Police will be allowed to work extra shifts that are made available through the Traffic Enforcement Grant. Prior to the Chief of Police working extra shifts, they first need to be made available to all eligible Police Officers. When working these shifts the Chief of Police will receive pay equal to his hourly rate of pay (not overtime).

ARTICLE 14: SALARY SCHEDULE

Employees shall be compensated in accordance with the compensation schedule attached to this Agreement and entitled Schedule A. The attached schedule is incorporated by reference and shall be considered part of this Agreement. Commencing January 1, 2013, any employee not at or above the maximum step in the employee's pay grade will receive a one-step increase of at least four-percent on the employee's anniversary date if the employee received an annual review of at least "Meets Expectations" in the prior rating period.

If an employee does not receive a review of "Meets Expectations" or higher on the annual review, the employee will be placed on probation subject to grievance procedures outlined in Article 5 of this agreement. The employee will then be placed on probation for no longer than six months, at which time the employee will receive a probationary review. The employee will receive a pro-rated annual step increase after the probation review if the employee receives a

probationary review of at least “Meets Expectations.”

New employees may be hired above the applicable start rate for the classification, if the Employer determines that the employee has additional education or training, experience or other qualifications warranting additional recognition.

If another group of employees, union or non-union are awarded a higher cost of living adjustment or higher insurance premium contribution (including HSA contribution), the employees covered by this agreement shall receive the same adjustments granted by the Employer.

ARTICLE 15: MILEAGE REIMBURSEMENT

If an employee needs to travel for official City business outside of the City, then such employee must make reasonable efforts to find out whether a City vehicle is available for such travel. If a City vehicle is available for such travel, then the employee must use such vehicle. If a City vehicle is not available for such travel, then the employee may use his personal vehicle to travel. If the employee uses his personal vehicle for such travel, then the employee shall be reimbursed for business miles at the standard mileage rate issued by the Internal Revenue Service if he or she provides the information to the City Administrator required by him or her.

ARTICLE 16: WAIVER

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.

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 17: TERMINATION AND MODIFICATION

This Agreement shall remain in full force and effect for a period commencing on January 1, 2018, and remaining in effect through December 31, 2020, and thereafter until modifications are

made pursuant to PELRA. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed on the latest dated affixed to the signatures hereto.

City of East Grand Forks

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

By: *Stuart Sanden*
Mayor

By: *[Signature]*
Business Agent

Dated: 12/21/17

Dated: 1-9-18

By: *[Signature]*
City Administrator/Clerk-Treasurer

By: *[Signature] Michael S Hedberg*
Union Steward

Dated: 12/21/17

Dated: 12-27-2017

SCHEDULE A

AFSCME Council 65 Compensation Plan 2018

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
20	70,447.09	72,300.95	74,154.83	77,862.58	81,570.35	85,278.06	88,985.80	92,693.53
21	75,026.15	77,000.52	78,974.89	82,923.64	86,872.38	90,821.13	94,769.87	98,718.62
22	79,902.85	82,005.56	84,108.26	88,313.67	92,519.08	96,724.51	100,929.92	105,135.33

Job Classification	Pay Grade
Library Director	20
Police Chief	22
Parks and Recreation Superintendent	20
Fire Chief	21
Public Works Director	22
Community Development Director	20

- The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.
- Commencing on January 1, 2019, EMPLOYEES will be placed on the pay grade in the updated Compensation Plan commensurate to the EMPLOYEE’S job classification, and on the pay step commensurate to the EMPLOYEE’S time of service.
- This contract may be reopened for the discussion of implementation of the Comparable Wages Study for 2019 and Cost of Living Allowance (COLA) adjustments for 2019 and 2020 only.
- No EMPLOYEE shall receive a DECREASE in compensation as a result of the Comparable Wages Study.

City of East Grand Forks Health Insurance Options

City of East Grand Forks

Annual Health Insurance Renewal Information

	2017 Premium		2018 Premium		EGF Share 2018**		2018		Per Payroll Deduction	Annual H.S.A.	Pay Period H.S.A.
	Single	Family	Single	Family	Single	Family	Full Monthly Premium	Employee Monthly Share			
\$250/\$500 - \$30	\$ 706.96	\$ 1,855.84	0.02%	0.01%	\$ 706.80	\$ 1,855.74	\$ 706.80	\$ 215.33	\$ 107.67		
\$700/\$1400-\$35	\$ 642.54	\$ 1,683.84	-0.91%	-0.91%	\$ 636.68	\$ 1,668.44	\$ 636.68	\$ 145.21	\$ 72.61		
\$3000/\$6000 - 100% HSA -	\$ 493.88	\$ 1,286.92	-1.00%	-1.00%	\$ 488.96	\$ 1,274.00	\$ 488.96	\$ -	\$ 74.44	\$ 500.00	\$ 20.83
										\$ 832.00	\$ 34.67

City Of EGF Contributions:

	2017	2018
H.S.A.	\$ 125.00	\$ 500.00
Single	\$ 208.00	\$ 832.00
Family	\$ 208.00	\$ 208.00

H.S.A.: City will contribute \$4 for every \$1 in H.S.A. funds to employees enrolled in HDHP and participating in an H.S.A.

**NO CHANGE

2013: 472.57, 1,081.85
 2014: 472.57, 1,081.85
 2015 = 49%, 491.47, 1,125.12
 2016 = 0%, 491.47, 1,125.12
 2017 = 0%, 493.88, 1,125.12
 2018 = 0%, 488.96, HDHP free to singles

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to Make a Difference!**

COUNCIL 65



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City of East Grand Forks-Local #3452

Tentative Agreement

-Article 9-Insurance

-Update the contract to reflect the new insurance plans and amounts the Employer is contributing.

- $\$250/\500 -Employer will contribute $\$491.47$ towards single premium and $\$1,125.12$ towards family premiums

- $\$700/\$1,400$ -Employer will contribute $\$491.47$ towards single premium and $\$1,125.12$ towards family premium

- $\$3,000/\$6,000$ -Employer will contribute $\$488.96$ towards single premium and $\$1,125.12$ towards family premium

-The Employer will contribute the following amounts to the Employees HSA as follows:

-The Employer will contribute $\$3.00$ for every $\$1.00$ an employee contributes to their HSA with a maximum for the Employer of $\$1,000.00$ per year.

-Any increase the employer will cover the first 4%, Union will cover the next 4% and re-open for insurance only if over 8%.

-Article 11-Vacation-Section 11.1

-New vacation scale as follows:

1 year	80 hours
2 years	90 hours
3 years	100 hours
4 years	110 hours
5 years	120 hours
6 years	130 hours
7 years	140 hours
8 years	150 hours
9 years	160 hours

-New hires will be given a 40 hour vacation deposit in their accrual bank upon hire then 40 hours in 24 equal payments. Employees who do not complete 6 months forfeit initial banked vacation.
-Public Works Superintendent, Community Development Director and Director of Parks and Rec will receive one time 40 hour deposit of vacation.

-Article 12-Sick Leave

-New hires will be given a 48 hour sick leave deposit in their accrual bank upon hire. The remaining 48 hours will be given in 24 equal payments. Employees who do not complete 6 months will forfeit their accrued sick leave.

-Article 14-Salary Schedule

-2018-2% General Wage Increase

-reopen in 2019/2020 for COLA increases only and a Job Study in 2019 which no employees wages will be decreased.

-Article 17-Termination and Modification

-Three year contract

Chris h

From: BMS.PETITIONS@STATE.MN.US on behalf of MN BMS PETITIONS <forms@formexperts.com>
Sent: Friday, September 1, 2017 12:47 PM
To: Chris Kapella
Subject: Notice of Desire to Negotiate

The Notice has been successfully submitted. Forward this e-mail to the other party(s). Do not reply to this e-mail. If you have questions, please contact the Bureau at 651-640-6421.

REMINDERS:

- 1) THE NOTICE HAS BEEN SUBMITTED ONLINE, DO **NOT** MAIL, FAX OR E-MAIL THE ORIGINAL.
- 2) PURSUANT TO MINNESOTA STATUTES 179.06 OR 179A.14, YOU ARE HEREBY NOTIFIED OF THE UNDERSIGNED'S DESIRE TO MEET AND NEGOTIATE AN INITIAL OR SUBSEQUENT AGREEMENT ESTABLISHING TERMS AND CONDITIONS OF EMPLOYMENT.
- 3) WHEN PROPERLY EXECUTED AND SERVED UPON THE COMMISSIONER AND THE OTHER PARTY, THIS NOTICE SATISFIES THE REQUIREMENTS OF MINN. STAT. 179.06 OR 179A.14. FAILURE TO PROVIDE TIMELY NOTICE MAY RESULT IN FINANCIAL PENALTY.

The following is a copy of the data submitted for your records:

IS THE EMPLOYER A PUBLIC OR PRIVATE ORGANIZATION? Public

NAME OF EMPLOYER: City of East Gran Forks
EMPLOYER ADDRESS: 600 Demers Avenue
CITY: East Grand Forks **STATE:** MN **ZIP:** 56721

NAME OF CHIEF NEGOTIATOR/CONTACT: David Murphy
Check if the following information is the same as above: Yes
CHF NEG/CONTACT ADDRESS:
CITY: **STATE:** MN **ZIP:**
DAYTIME PHONE: 218-399-3245 **EXT.:**
CELL PHONE:
E-MAIL ADDRESS: dmurphy@ci.east-grand-forks.mn.us

NAME OF EXCLUSIVE REP: AFSCME Council 65
EXCLUSIVE REP ADDRESS: P.O. Box 1185
CITY: Bemidji **STATE:** MN **ZIP:** 56619

NAME OF CHIEF NEGOTIATOR/CONTACT: Christopher Kapella
Check if the following information is the same as above: Yes
CHF NEG/CONTACT ADDRESS:
CITY: **STATE:** MN **ZIP:**
DAYTIME PHONE: 218-766-1159 **EXT.:**
CELL PHONE:
E-MAIL ADDRESS: ckapella@afscme65.org

TYPE OF EMPLOYER: Municipality

TYPE OF BARGAINING UNIT: Highway/Public Works/Parks

STATUS OF EMPLOYEES INVOLVED: ESSENTIAL? No

NUMBER OF EMPLOYEES IN UNIT: 6

EXF

DATE OF CURRENT CONTRACT: 12-31-17

FIRST CONTRACT? No

NOTICE INITIATED BY: Exclusive Representative

DATE OF NOTICE: 9-1-17

DATE NOTICE COPY SENT TO OTHER PARTY ABOVE: 9-1-17

NAME OF PERSON FILING THIS NOTICE: Christopher Kapella

TITLE OF PERSON FILING THIS NOTICE: Labor Representative

E-MAIL ADDRESS OF PERSON FILING THIS NOTICE: ckapella@afscme65.org

