



COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF NEW ULM

and

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

LOCAL UNION NO. 1204

January 1, 2017 – December 31, 2019

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ARTICLE 1
PURPOSE OF AGREEMENT

This Agreement is entered into on January 7, 2017 by and between the City of New Ulm, Minnesota, called the Employer, and the American Federation of State, County and Municipal Employees (AFSCME) Local 1204, AFL-CIO, 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 Agreements' interpretation and/or application.
- 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 hereby recognizes the Union as the exclusive representative for all Park and Recreation Department and Street Department employees, within the meaning of Minn. Stat. 179A.03 subd.14, who are employed in the job classifications cited in Appendix A.
- 2.2 The City will not enter into any agreement with employees covered by this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 3
DEFINITIONS

- 3.1 **UNION** - Local Union No.1204, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.2 **EMPLOYER** - City of New Ulm.
- 3.3 **EMPLOYEE** - A member of the exclusively recognized bargaining unit.
- 3.4 **PROBATIONARY EMPLOYEE** - An employee who has not completed the probationary period.
- 3.5 **REGULAR FULL-TIME EMPLOYEE** - An employee who has successfully completed the probationary period and normally works 40 hours per week.
- 3.6 **TEMPORARY SCHEDULE OR WORK ASSIGNMENT** - A temporary schedule or work assignment shall not exceed thirty (30) consecutive calendar days.

ARTICLE 4
EMPLOYER AUTHORITY

- 4.1 The Employer retains the unrestricted right to operate and manage all personnel, 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 contract with vendors or others for goods and/or services; and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 5
UNION SECURITY

- 5.1 In recognition of the Union as the exclusive representative:
- a. The Employer shall deduct an amount, on the first and second pay period of each month, sufficient to provide the payment of regular dues, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agree upon by the Employer and Union; and the deduction of dues shall commence thirty (30) working days after initial employment with the Employer; and
 - b. The Employer shall remit such deductions to the Administrative Office of AFSCME Council 65 with a list of the names of the employees from whose wages deductions were made, along with other pertinent employee information necessary for the collection and administration of Union dues, in either an electronic form or by U.S. mail; and
 - c. The Union shall provide information to the Employer that can be used to calculate the dues, along with other properly authorized amounts for local assessments, to be deducted from Union member wages.
 - d. Fair Share/Agency Fee. The Union may collect an Agency fee or Fair Share Fee, in an amount determined by the Union, from bargaining unit members who choose not to become a member of the Union. However, such fees shall be established in accordance with the applicable provisions of Minn. Stat. Sect. 179A.06, Subd. 3.
- 5.2 One employee from the unit shall be elected as Steward, who shall have the right to process grievances, as necessary, during normal working hours without loss of time or pay, provided permission has been granted from the Steward's supervisor. The Union shall inform the Employer in writing of the name of the elected Steward.

- 5.3 There shall be no discrimination against any employee because of Union membership or non-membership or because of race, creed, sex, color or religious or political beliefs.
- 5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of Subsection 5.1 of this Article.
- 5.5 The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in work areas to be used by the Union. The Union shall limit its posting of notices and bulletins to official Union business, and its notices shall be posted to said bulletin boards.
- 5.6 Both parties agree that whenever possible, the Union business will be taken care of away from the Employer's premises and during non-working hours, provided:
- a. When this is not possible, the Union business may be transacted on the premises during non-working hours. Outside Union representatives shall, whenever possible, limit their visits to the premises during non-working hours.
 - b. If it is impossible to conduct Union business during non-work time, Union representatives may visit with the employees by permission of the Employer.

ARTICLE 6 **EMPLOYER SECURITY**

- 6.1 The Union agrees that during the life of the agreement, it will not cause, encourage, participate in or support any strike, slowdown, or other interruption of or interference with the normal operations of the Employer.

ARTICLE 7 **EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 **DEFINITION OF A GRIEVANCE.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 **UNION REPRESENTATIVE.** 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.
- 7.3 **PROCESSING OF A GRIEVANCE.** It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by

the job duties and responsibilities of the 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 representatives shall be allowed a reasonable amount of time without loss of 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 who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

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 a provision of this Agreement shall, within ten (10) calendar days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance to the employee's Department Supervisor.

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

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the City Manager. The City Manager shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 or Step 4. Within ten (10) calendar days following the City Manager's final Step 2 answer, the Union may notify the Employer in writing that the Union wishes to submit the grievance to mediation in accordance with Step 3, or, in the alternative, the Union may file for arbitration in accordance with Step 4. Failure by the Union to take either of the alternative actions allowed herein within the prescribed time limits shall be considered a waiver of the grievance.

Upon notification that the Union wishes to proceed with Step 3, the Employer shall, within ten (10) calendar days of receipt of such notification, advise the Union in writing whether it agrees to submit the grievance to mediation as provided in Step 3. If it is so agreed, the Union shall submit a request for mediation to the Bureau of Mediation Services within ten (10) calendar days of the Employer's response. If the Employer notifies the Union in writing that the Employer does not agree to mediation as provided in Step 3, the Union may, within ten (10) calendar days of the Employer's response, submit the grievance to arbitration as provided in Step 4. In the event that the Employer does not respond to the Union's request for mediation within the prescribed time limit, such failure to respond shall be deemed as a refusal by the Employer to submit the grievance to mediation, and the Union may, within ten (10) calendar days after the final day for the Employer's response, file for arbitration pursuant to Step 4. Failure by the Union to take any of the alternative actions allowed herein within the prescribed time limits shall be considered a waiver of the grievance.

Step 3:

Upon mutual agreement of the parties, a grievance shall be submitted to the Bureau of Mediation Services for the purpose of grievance mediation. The mediator has no authority to make a binding decision nor does the use of this step preclude either party from proceeding to arbitration. Either party may, no later than ten (10) calendar days after the last scheduled mediation session, proceed to Step 4 by filing for arbitration of the grievance. Failure by the Union to file for arbitration within the prescribed time limit shall be considered a waiver of the grievance.

STEP 4:

A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971. The Employer and the Union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.

If the Employer and the Union are unable to agree upon an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Public Employment Relations Board.

7.5 ARBITRATOR'S AUTHORITY:

- a. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue 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.
- b. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the 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 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 proceeding, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 WAIVER. If a grievance is not presented 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 in writing, 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 and immediately appeal to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union.

7.7 CHOICE OF REMEDY. If, as a 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 to either Step 4 of Article 7, or a procedure such as Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 7 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making subsequent appeal through Step 4 of Article 7.

ARTICLE 8
HOURS OF WORK

- 8.1 A regular full-time employee's normal work week shall be forty (40) hours, comprised of five (5) consecutive eight (8) hour days, Monday through Friday. The employer may adjust work schedules by a thirty (30) minute earlier start to conform to Daylight Savings Time, but shall not otherwise vary established seasonal shifts by more than thirty (30) minutes. Park and Recreation Department operations may require that an employee's five (5) day work week may be other than Monday through Friday. The employer retains the right to establish alternative shifts for selected job assignments and to establish temporary work assignments outside normal work schedules subject to the provisions in Article 9.
- 8.2 All employees shall receive one fifteen (15) minute rest period during the a.m. and one fifteen (15) minute rest period in the p.m., including travel time.
- 8.3 In the event the level of work activity necessitates an employee missing a rest period, it is not required that the Employer make up the time.

ARTICLE 9
OVERTIME, CALL BACK AND ON-CALL PAY

- 9.1 Pay days shall be for a two-week period. For the purpose of computing overtime, the standard work week shall begin on Sunday and end on the following Saturday. When a pay day falls on a holiday, the employees shall receive their pay on the preceding work day.
- 9.2 All work performed in excess of eight (8) hours per day or forty (40) hours per week in any one week shall be considered overtime and shall be paid for at one and one-half (1 ½) times the regular rate of pay.
- 9.3 Employees shall not be required to take time off for overtime worked, hereafter called "compensatory time". Compensatory time, if requested by the Employee, will be earned at the rate of one and one-half (1 ½) hours of compensatory time for each overtime hour worked. Employees are allowed to accumulate compensatory time to a maximum of eighty (80) hours. However, at the end of the first pay period of each December and through December 31st an employee may not have in excess of sixty (60) hours of compensatory time and any hours of compensatory time in excess of sixty (60) hours during this period will be paid out.

Employees shall be permitted to carry over their accrued compensatory time hours from calendar year to calendar year.

The use of compensatory time is subject to the approval of the employee's department supervisor, the Park and Recreation Director or Public Works Superintendent, in the Superintendent's absence, the Assistant Public Works Superintendent.

- 9.4 All holidays and paid leave time shall be considered time worked for the purpose of computing overtime under this Article.
- 9.5 The Employer will attempt to divide all overtime work as equally as possible in the same job classification.
- 9.6 A minimum of two (2) hours pay shall be granted to all employees called back to work after having been released for the regular day's work.
- 9.7 The Employer has the right to make stand-by assignments during October covering the months of November through March. Each employee so assigned:
- a. Shall receive stand-by pay at the completion of the stand-by period. Effective January 1, 2017, stand-by pay will be \$175.00 per month, effective January 1, 2018 stand-by pay will be \$180.00 per month and effective January 1, 2019 stand-by pay will be \$185.00 per month.
 - b. Shall be obligated to accept varying shift assignments during the stand-by period.
 - c. Shall report promptly to call-up orders.

Assigned Employees who repeatedly fail to respond to call-up work orders may be subject to disciplinary proceedings and forfeiture of stand-by pay.

- 9.8 Employees agree to accept all necessary assignments, and that they shall consider the Employer's requirements for such overtime assignments paramount to their personal convenience when life, property or service to the public is in jeopardy. The Employer shall endeavor to give employees at least one (1) day notice of pending non-emergency overtime work assignments.
- 9.9 Employees whose regular shift falls on a Saturday or Sunday shall receive an additional \$0.50 per hour for each hour worked, excluding hours of work which are eligible for overtime pay.
- 9.10 An evening shift differential of sixty-cents (\$.60) per hour will be paid to Park and Recreation employees covered herein for any hours worked between 8:00 p.m. and 7:00 a.m.

ARTICLE 10
HOLIDAYS

- 10.1 Regular full-time employees who are in compensated payroll status the work day prior to the holiday and the first scheduled work day immediately following the holiday shall receive the following holidays:

New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and four (4) hours of holiday time on December 24th, when December 24th falls on a Monday, Tuesday, Wednesday or Thursday. In addition to the aforementioned holidays, employees shall receive two (2) floating holidays, which may be used at the discretion of the employee and his/her supervisor. Floating holidays may not be carried over from one calendar year to the next and shall be taken in full eight (8) hour increments.

- 10.2 If any of the foregoing holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. If any of the foregoing holidays falls on a Sunday, the succeeding Monday shall be observed as the holiday.
- 10.3 Employees who are required to work on one of the above mentioned holidays shall receive time and one half (1 ½) for all hours worked on the holiday in addition to eight (8) hours pay.

ARTICLE 11
SICK LEAVE

- 11.1 Employees shall receive sick leave in the following manner:

Each regular full-time employee shall be entitled to regular sick leave which shall accumulate at the rate of eight (8) hours per month to a maximum of 960 hours. Upon maximum accumulation of regular sick leave, the Employee may continue to accumulate up to 720 Supplemental Sick Leave hours.

Sick leave usage shall be deducted from the employee's accumulated regular sick leave hours, unless an employee's sick leave exceeds five consecutive days. In that event, sick leave usage for the sixth and subsequent consecutive days shall be deducted from the employee's accumulated supplemental sick leave hours, if any. If an employee does not have accumulated supplemental sick leave hours, or if such hours are exhausted by this provision, sick leave usage for subsequent days of sick leave shall be from accumulated regular sick leave hours.

Supplemental Sick Leave hours shall not be counted in the calculation of severance benefits and can be used only by the employee who has accumulated the Supplemental Sick Leave hours.

- 11.2 Sick leave greater than two (2) days duration shall be granted only upon presentation of a doctor's certificate, if requested by Management. The abuse of the right of sick leave is strictly forbidden and the Employer reserves the right to make such investigations or checks that may be necessary to determine that the privilege is not being abused. Accumulated sick leave is lost when the employee terminates his/her employment subject to the severance pay provisions contained in Article 12.
- 11.3 Sick leave may be used to supplement payments made under the Workers' Compensation Law so that the total of the Workers' Compensation payment and the sick leave payment will not be in excess of the total full-time pay of such employee. If the employee elects to use accumulated sick leave to supplement Workers' Compensation payments, such sick leave shall be deducted on an hourly basis and any fraction of an hour of sick leave so expended shall be considered as a whole hour over the term of the recuperation period.
- 11.4 Sick leave, not to exceed four (4) hours, may be used to attend the funeral of a close friend or a family member who is not considered part of the employee's immediate family. The immediate family shall be construed to mean father, mother, spouse, brother, sister, father-in-law, mother-in-law, child or step child of the employee. Such leave is to be requested in advance and is subject to the approval of both the Department Supervisor and the City Manager.
- 11.5 A new employee is not eligible to utilize his/her sick leave until he/she has successfully completed his/her six (6) month probationary period. However, probationary employees will accrue sick leave at the aforementioned rate.
- 11.6 Sick leave can be taken in increments of one-half (1/2) hour.
- 11.7 Should an employee contract any illness or disability during their vacation that requires the attention of a physician, the period of sickness or disability shall be charged as sick leave, and the charge against vacation leave shall be reduced accordingly. The illness or disability must be verified by a signed certificate from a physician.

ARTICLE 12
SEVERANCE PAY BENEFIT

- 12.1 The Employer will provide severance pay benefits to any employee leaving employment with the City of New Ulm in good standing. "Good Standing" shall be interpreted as any circumstances of termination of employment other than termination pursuant to Article 17 of this Agreement. The severance pay benefit shall be a percentage of the current value of the employee's accumulated sick leave existing at the time of leaving City employment. The percentage awarded shall be based on the annual average number of sick leave hours taken by the employee while employed by the City in accordance with the following formula:

**Annual Average Number of
Sick Leave Hours Used**

0 – 24
24.1 – 36
36.1 – 48
48 +

**Percentage of Accumulated Sick
Leave Value Provided as Severance**

25%
20%
15%
10%

**ARTICLE 13
VACATION LEAVE**

- 13.1 Regular full-time employees shall earn and be able to accumulate vacation leave in accordance with the following schedule:

Years Employed	Hours Accrued Per Pay Period	Annual Accrual	Maximum Accrual
0-2	3.08	80.08	88.09
2-3	3.27	85.02	93.52
3-4	3.46	89.96	98.96
4-5	3.96	102.96	113.26
5-6	4.19	108.94	119.83
6-7	4.40	114.40	125.84
7-8	4.62	120.12	132.13
8-9	4.83	125.58	138.14
9-10	5.04	131.04	144.14
10-11	5.21	135.46	149.01
11-12	5.39	140.14	154.15
12-13	5.56	144.56	159.02
13-14	5.73	148.98	163.88
14-15	5.90	153.40	168.74
15-16	6.08	158.08	173.89
16-17	6.25	162.50	178.75
17-18	6.42	166.92	183.61
18-19	6.60	171.60	188.76
19-20	6.77	176.02	193.62
20-21	6.92	179.92	197.91
21-22	7.12	185.12	203.63
22-23	7.31	190.06	209.07
23-24	7.50	195.00	214.50
24-25	7.69	199.94	219.93

Except with approval of the City Manager, accumulation beyond the maximum specified above is not permitted, and any accrual beyond the specified maximum will not be available to the employee.

- 13.2 Vacation shall be granted for such periods as are requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater bargaining unit seniority will be given his/her choice of vacation period. If possible, employee requests for vacation leave of five (5) days or more shall be made two (2) weeks in advance to their supervisor. Vacation leave of less than five (5) days shall be made as far in advance as possible; however, one (1) day shall be sufficient in case of emergency or by Supervisor approval.
- 13.3 A new employee is not eligible to use his/her vacation leave until after he/she has successfully completed his/her six (6) month probationary period. Probationary employees will accrue vacation at the aforementioned rate commencing with the date of regular appointment.
- 13.4 The rate of vacation pay shall be the employee's regular straight time rate of pay in effect at the time that the employee takes vacation.
- 13.5 Vacation may be taken in increments of one-half (1/2) hour.
- 13.6 Upon severance of employment, an employee shall be compensated at his/her current rate of pay for vacation leave accrued and unused to the date of separation.
- 13.7 Employees in regular, full-time status who have twenty (20) or fewer hours of accumulated compensatory time on March 1st of each year will be allowed to voluntarily purchase up to an additional forty (40) hours of vacation, in increments of eight (8) hours, to supplement their normal accrual of vacation leave.
- a. Employees who elect to purchase additional hours of vacation must do so between March 1st and March 15th on a form provided by the Employer. The hours purchased by the Employee will be paid for through payroll deduction at the Employee's hourly rate of pay in equal amounts on each payroll occurring between April 1st and December 31st. Vacation hours purchased under this section are in addition to an Employee's normal accrual of vacation leave and may not be carried over from one calendar year into the next calendar year.
 - b. Employees eligible for a wage step increase between April 1st and December 31st shall have their deductions pro-rated to incorporate the increase.
 - c. In the event an Employee separates from employment prior to the use of their purchased vacation hours, or prior to completion of payments for hours used, an adjustment will be made to the Employee's last earnings payroll and, if necessary, the Employee's severance and vacation payout.

- d. Vacation hours purchased under this section will be recorded in a separate account and will not affect the accrual of normal vacation leave as provided for in Section 13.1.
- e. Vacation hours purchased under this section will be requested and taken in the manner established by policy and practice in the Employee's department.

ARTICLE 14

LEAVE OF ABSENCE

Paid Leaves

- 14.1 Leave of absence with pay may be granted by the City Manager to permit an employee to attend professional meetings, conferences or training schools that are in the interest of the City or for other justifiable reasons.
- 14.2 **Funeral Leave.** Up to three days of leave of absence with pay may be taken to arrange and attend funerals of members of an Employee's immediate family. The immediate family shall be construed to mean father, mother, spouse, brother, sister, father-in-law, mother-in-law, child or step child of the employee. One day leave of absence with pay may be taken to arrange and attend the funerals of an Employee's grandparent or grandchild.
- 14.3 **Pregnancy and Parental Leave.** The Employer will grant Pregnancy and Parental leave in accordance with State and Federal regulations. In addition to adherence to requirements of applicable State and Federal law, employees shall be granted one day leave of absence with pay upon the arrival of their natural born or adopted child.
- 14.4 **Military Leave.** Employees who are members of the National Guard or any branch of the Federal Reserves shall be entitled to leave for duty and shall be paid his/her regular salary during that period by the Employer as provided by State Law.

Where the number of Employees allowed on vacation at any one time must be limited, military service in accordance with State law will receive preference over vacations.

Military service in accordance with State law will not affect an Employee's vacation or holidays.

Military leave will be granted to an Employee who voluntarily or involuntarily enters into the military service of the United States during the time of war or declared National Emergency. Such leave shall be without pay and shall be for the duration of the War or National Emergency. Employees entering into military services shall file a request with the City Manager who shall note the same on the Employee's

personnel record. Following completion of military service, the Employee shall be entitled to be reinstated in the position he/she vacated, or any equivalent position, provided a request to do so is filed with the City Manager within the period proscribed by state or federal law following completion of such Military Service.

- 14.5 Jury Duty. Employees shall be granted a leave of absence with pay for service on a jury. Such employees shall return fees for such jury service to the Employer. If excused, he/she shall immediately return to work for the balance of the day. The employee shall be allowed to retain mileage expenses. The employees agree to cooperate with the Employer if it is necessary to request postponement of jury duty service because of the needs of the City.
- 14.6 Employees who are active members of the New Ulm Fire Department shall be paid a straight eight (8) hours per day, should their attendance at a State mandated training session occur during the normal work week and said employee has approval of departmental supervisor.
- 14.7 General Unpaid Leaves of Absence. Leave of absence without pay may be granted by the City Manager when requested in writing by an employee if he/she deems such a request is justified. Such leave may be granted when due to extended illness and accumulated sick leave has been used up, or an extension of vacation time when circumstances will permit or for other similar purposes. The City Manager shall establish a time limit when approving any employee request for a leave of absence. However, no leave of absence shall be granted for the purpose of looking for a new job or other similar reasons and any employment without the sanction of the Employer during any leave of absence shall automatically mean a termination of employment and a forfeiture of seniority rights.
- 14.8 Union Leave. Upon written request of the Union, reasonable time off shall be granted to an employee elected to any office or selection by the Union to do work which takes them from their employment with the City of New Ulm, provided that granting such time off does not adversely affect the services of the Employer.

ARTICLE 15

PROBATIONARY PERIOD

- 15.1 All original appointments shall be for a probationary period of six (6) months, which may be extended for an additional three (3) months, with the mutual consent of the Employer and the Employee. At any time during the probationary period, an unsatisfactory employee may be discharged. The decisions made during the probationary period are not subject to the grievance procedure of this Agreement.
- 15.2 During the initial probationary period, an employee is not eligible to use accrued sick leave or vacation benefits. If an employee is discharged during the initial probationary period, that employee is not entitled to receive payment of accrued vacation or severance pay benefits.

- 15.3 An employee promoted/transferred out of the bargaining unit shall not be considered part of the bargaining unit, but shall retain bargaining unit seniority until successful completion of the probationary period required for the new position.

ARTICLE 16
BENEFITS

- 16.1 The Employer agrees to purchase a basic group major medical insurance plan for full-time Employees covered under this Agreement, (see Appendix B for levels of coverage). The Employer will pay 100% of the group major medical insurance plan premium cost for single coverage and 80% of the premium cost for family coverage. The cost for family coverage in excess of the Employer's contribution will be the responsibility of the Employee.

In the event the health insurance provisions of this Agreement, as provided and implemented, fail to meet the requirements of federal or state law, or applicable regulations, or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the applicable statutes, regulations, or other laws, and avoid any penalties, taxes or fines to the Employer. In the event that the parties have not agreed to alternative provisions within the time frame required for compliance, the Employer may make the required modifications pending an agreement between the parties.

- 16.2 Each full-time employee shall be provided group term life and accidental death and dismemberment coverage in the amount of \$50,000.
- 16.3 The Employer IRS Section 125 Flexible Benefit plan shall be available on a voluntary basis to all employees who meet the requirements of the plan.
- 16.4 Insurance benefits discussed in 16.1 and 16.2 will begin the first of the month following the employee's start date or as soon thereafter as group policy terms permit.
- 16.5 Employee options for medical/life insurance coverage after termination, temporary extension of health insurance, conversion privileges for insured former spouses and children shall be administered as provided by State and Federal law.
- 16.6 The Employer agrees to establish an insurance committee on which the Union shall have no less than one (1) representative. It is agreed that this committee shall function as a meet and confer input group which shall provide a forum for an exchange of information about insurance benefit programs currently available and potentially available. Attendance at insurance committee meetings held at a time which would normally be duty time for a Union appointed employee will constitute paid time.

ARTICLE 17
DISCIPLINE AND DISCHARGE

- 17.1 The following are examples of conduct that may be grounds for disciplinary action:
- a. Failure to perform assigned duties.
 - b. Disobedience to an immediate supervisor, department supervisor or City Manager.
 - c. Failure to observe work rules and regulations, and all safety standards established in writing by the Employer (see the City Personnel Policy Manual, Safety Policy section and the Employer's General Safety Rules manual).
 - d. Unauthorized tardiness, or absence from duty.
 - e. Conviction of a violation of any statute, law, or ordinance while on duty.
 - f. Conviction of any statute, law or ordinance, the violation of which is a misdemeanor, gross misdemeanor, or felony, while off duty.
 - g. Consumption or ingestion of intoxicants or illegal drugs or chemicals while on duty or reporting for duty while under the influence of intoxicants or illegal drugs or chemicals. For purposes of this provision, "illegal drugs or chemicals" shall include both: (a) substances whose use, possession, sale, and/or consumption are prohibited by law, and (b) substances whose use, possession, sale and/or consumption are not prohibited by law when they are the subject of a prescription by a licensed physician, but for which no such prescription is currently in effect for the employee.
 - h. Failure to comply with a drug/alcohol testing program enacted by the Employer, written and developed in consultation with the Union.
 - i. Failure to comply with applicable laws and/or City policies against discrimination.
 - j. Incompetency, inefficiency, malfeasance, misfeasance or nonfeasance.
- 17.2 Disciplinary action may be in one or more of the following forms, as warranted by the activities giving rise to the action: oral reprimand, written reprimand, suspension, demotion or discharge. All written records pertaining to disciplinary action shall be kept in the affected employee's personnel file, which shall be subject to inspection by the employee at all reasonable times. Oral and written reprimands may be issued by the departmental supervisor and/or the City Manager. A decision to suspend, demote, or discharge an employee shall be made by the City Manager. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.
- 17.3 An employee who is the subject of disciplinary action in the form of suspension, demotion, or discharge shall be entitled to object by means of the grievance procedure provided by Article 7 commencing with Step 2.
- 17.4 Pending investigation in anticipation of a possible disciplinary proceeding involving suspension, demotion, or discharge, the City Manager shall have the right to direct

the Department Supervisor to reassign the employee to duties other than the employee's usual duties, or to place the employee on paid leave, for all or any portion of the time prior to the conclusion of the proceeding.

- 17.5 Notwithstanding any of the above provisions, the Employer shall retain the right to discipline probationary employees at its' discretion, and the Union and/or its' members shall have no right to grieve or demand hearing upon any disciplinary action taken against probationary employees.
- 17.6 After commencement of an investigation in anticipation of a possible disciplinary proceeding, employees will not be questioned concerning the investigation unless the employee has been given an opportunity to have a Union representative present at such questioning.

ARTICLE 18 **SENIORITY**

- 18.1 **Employer Seniority.** This seniority is established from the employee's original date of continuous employment and is used in determining length of vacation, amount of sick leave. Continuous employment is defined as probationary or regular as shown on the personnel action form. This applies to all, other than temporary, employees. A person who is transferred or promoted into a position within this bargaining unit from another employment position with the Employer shall retain the employer seniority accrued in the former employment position, and employer seniority shall be determined on the basis of that employee's continuous employment with the Employer both within and outside of this bargaining unit.
- 18.2 **Bargaining Unit Seniority.** Employees covered by this collective bargaining agreement shall accrue bargaining unit seniority from the original date of continuous employment within the Park and Recreation Department or Street Department. For the purpose of this agreement, bargaining unit seniority shall relate to promotions and layoff.
- 18.3 On January 1 of each year, the Employer shall post on all bulletin boards, as provided by in Article 5.5, a seniority list showing the continuous service of each employee.
- 18.4 An employee shall continue to accrue seniority during an unpaid leave of absence, provided that such leave does not exceed one year. If the leave exceeds one year, seniority shall accrue for the first year only, and, thereafter, the length of service used in determining the employee's seniority (both Employer Seniority and Bargaining Unit Seniority) shall remain constant until the employee returns to active work status, at which time it shall again begin to accrue. Seniority shall only be lost by discharge, resignation, retirement, or failure to return from a leave of absence.

ARTICLE 19
LAY-OFFS

- 19.1 In the event of layoffs, probationary, temporary, seasonal and part-time employees will be laid off prior to the laying off of regular employees. In the event that layoff of regular employees becomes necessary, it shall be by bargaining unit seniority.
- 19.2 In the event regular employees are laid off, the Employer has the right to shift work assignments within the Bargaining Unit provided that no employees' hourly wage rate is reduced in the process.
- 19.3 The Employer shall be obligated to continue existing health insurance and life insurance for laid off employees for no more than six successive pay periods following the layoff. In the event a laid off employee finds alternative full-time employment during the course of a layoff, no further health insurance and life insurance shall be granted by the Employer. Laid off employees who accept alternative full-time employment shall have the option of retaining their right of recall by notifying the Employer upon acceptance of said employment.
- 19.4 In the event of a recall following a layoff, employees shall be recalled in the inverse order of layoff. No new employee shall be transferred or hired into the Bargaining Unit until all employees on layoff status desiring to return to work have been recalled.
- 19.5 Employees on layoff status shall keep the Employer informed of their current address. In the event of recall, the Employer shall send, via certified mail, notice of recall to the employee on layoff status. If the employee fails to respond within ten (10) calendar days after the Employer mails the said notice, the employee shall have forfeited all seniority rights and shall be deemed to have voluntarily quit his/her employment.
- 19.6 Employees to be laid off will be given at least ten (10) calendar days notice.

ARTICLE 20
PROMOTIONS, TEMPORARY APPOINTMENTS, VACANCIES

- 20.1 The Employer will first post a notice for seven (7) calendar days within the Bargaining Unit when a vacancy occurs. Employees desiring to transfer or promote to a vacancy within the Bargaining Unit shall sign the posting within the seven (7) day posting period. In the event the Employer chooses to fill the vacancy, the Employer shall fill the vacancy by promoting or transferring the most qualified employee who has signed the posting. In the event the qualifications of the employees who signed the posting are equal the Employer shall promote or transfer the employee with the most seniority. For the purpose of this article, bargaining unit seniority shall be the determining type of seniority.

- 20.2 An employee who is transferred or promoted shall be on probation for three (3) months to demonstrate his/her ability to fulfill the requirements of the position. Any employee rejected who had been transferred or promoted shall be reinstated to the position from which he/she was transferred or promoted, without loss of seniority and at the prevailing wage rate (unless charges are preferred and he/she is discharged as provided under the terms of this Agreement). Promoted employees may voluntarily choose to return to his/her prior position, without loss of seniority or pay, within a one month period (173 compensated hours) following the promotion.
- 20.3 Notwithstanding other provisions in this Agreement concerning promotions and/or transfers of employees within this Bargaining Unit, Employer may transfer a qualified current employee of the City of New Ulm or the New Ulm Public Utilities into a vacant position covered by this Agreement, without the requirement of posting notice of such vacancy, if such a transfer is deemed by the Employer to be an appropriate "reasonable accommodation" for a disabled employee under the requirements of the Americans with Disabilities Act or other applicable law. Prior to making a transfer under this provision, Employer shall meet and confer with a representative of the Bargaining Unit to discuss the circumstances and options available to Employer.

ARTICLE 21 **HEALTH AND SAFETY**

- 21.1 As part of a coordinated safety effort throughout the City of New Ulm, a City Safety Committee has been established. This committee, its duties and responsibilities are set forth in the City Personnel Policy Manual, Section 24 – Safety Policy.
- 21.2 The Safety Committee shall meet monthly at a time and place mutually agreed upon by the members of the safety committee.
- 21.3 Work related injuries - Any employee who is injured during the course of his/her employment shall file an accident report with his/her supervisor, as soon as possible after the accident occurs, on forms provided by the Employer. Accident reports that involve injuries requiring medical attention and/or lost time from the job will be discussed with the employee, his/her supervisor and a review board designated by the safety committee.
- 21.4 Protective Equipment - Safety equipment required by the Employer will be purchased by the Employer for the Employee's use while on the job. Safety glasses, including prescription safety glasses, will be provided by the Employer.

ARTICLE 22
WAIVER

- 22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent they are inconsistent with the provisions of this Agreement, are hereby superseded.
- 22.2 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 term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in this Agreement for the duration of this Agreement.

ARTICLE 23
LOCKOUT

- 23.1 The Employer agrees that during the duration of this Agreement, employees covered by this Agreement will not be locked out or denied the right to work, except pursuant to procedures established by this Agreement.

ARTICLE 24
MUTUAL CONSENT CONTINGENCY

- 24.1 This Agreement may be amended at any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE 25
NO STRIKE AGREEMENT

- 25.1 In recognition of the provision in this Agreement providing for binding arbitration of grievances, the Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause, instigate, condone or engage in any strike or work slowdown.

ARTICLE 26
COMPENSATION

- 26.1 Employee compensation during the term of this Agreement will be in accordance with the salary schedule set forth in Appendix A.
- 26.2 When an employee is promoted, future step movement on the salary schedule will be made with reference to the date of promotion rather than the original date of employment.

- 26.3 An employee promoted shall receive a minimum \$.30/hour increase over his/her salary prior to the promotion. In the event the \$.30/hour increase should place the employee's salary between steps, he/she shall move to the next higher step.
- 26.4 A temporary vacancy for the purpose of temporary promotions will be defined as a position which is vacant for a period of thirty (30) days or more due to the incumbent being on a paid or unpaid leave of absence.
- 26.5 In the event an employee is promoted on a temporary basis, he/she shall receive a \$.30/hour increase over his/her salary prior to the promotion.
- 26.6 An employee authorized to use their personal vehicle for work related travel shall be reimbursed as provided for in the City's Personnel Policy Manual, Section 10 – Travel Policy/Expense Reimbursement.
- 26.7 Conversion. Effective January 1, 2017, all employees shall be assigned to the same relative step within the salary range as specified in Appendix A.

ARTICLE 27
DEFERRED COMPENSATION MATCH

- 27.1 The Employer will match 25% of the Employee's first \$2,500.00 contributed to an Employer sponsored deferred compensation plan, established under Section 457 of the Internal Revenue Service Code, during the term of this Agreement. The maximum contribution will be \$625.00 during each calendar year.

ARTICLE 28
HEALTH CARE SAVINGS PLAN

- 28.1 This article sets forth the provisions of the Employee's Post-retirement Health Care Savings Plan, authorized by Minnesota Statute, section 352.98 and having individual Employee plan accounts administered by Minnesota State Retirement System.
- 28.2 All employees who have been in a position covered by this Agreement for less than five years and who are eligible for stand-by pay, as set forth in Article 9 section 9.7 (1) and (2) of this Agreement shall have 50% of their stand-by pay withheld by the City who will remit the same to the Minnesota State Retirement System to be deposited to a Health Care Savings Plan account for the employees.
- 28.3 All employees who have been in a position covered by this Agreement for five years or more and who are eligible for stand-by pay as set forth in Article 9 section 9.7 (1) and (2) of this Agreement shall have 100% of their stand-by pay withheld by the City who will remit the same to the Minnesota State Retirement System to be deposited to a Health Care Savings Plan account for the

employees.

- 28.4 All employees who, upon separation of employment, are eligible for severance pay as provided for in Article 12, Section 12.1 of this Agreement, shall have 100% of their severance pay benefit and 100% of their pay-out for any remaining accrued vacation leave withheld by the City who will remit the same to the Minnesota State Retirement System to be deposited to a Health Care Savings Plan account for the employees.
- 28.5 The management of contributed funds into the Post Retirement Health Care Savings Plan is the responsibility of the State Board Investment and/or the investment option provider selected by the employee. The City's only obligation is to deposit accrued benefits as set forth in section 28.2 and 28.3. No Employer contribution shall be made to the said plan. The Employer has no other responsibilities or obligations and no other claims can or shall be made against the City.
- 28.6 The contributions to the Minnesota State Retirement System Post Retirement Health Care Savings Plan will be a tax-free benefit to the Employee and will relieve the Employer and Employee of FICA contributions with respect to the amounts contributed to the Plan. In the event that the amounts contributed to the fund become taxable, either party may unilaterally terminate the provisions of this article by notifying the other party in writing.

ARTICLE 29 **SAVINGS CLAUSE**

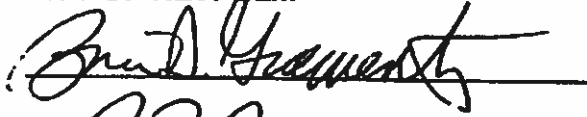
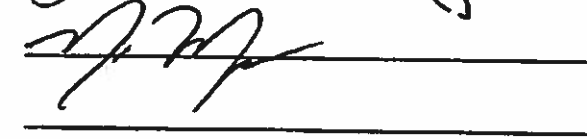
- 29.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, or administrative ruling or is in violation of legislation or administrative regulations,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

ARTICLE 30 **DURATION**

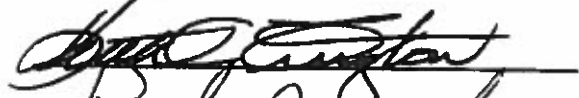


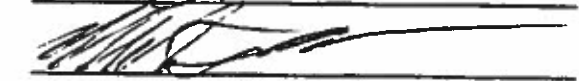
- 30.1 This Agreement shall be effective as of January 1, 2017, and shall remain in effect until the 31st day of December, 2019, and shall continue in effect from year to year thereafter unless either party shall give written notice at least sixty (60) days prior to any anniversary date of its desire to amend or terminate the agreement.

30.2 In witness whereof, the parties hereto have set their signatures on this 9th day of January 2017.

CITY OF NEW WLM

AFSCME LOCAL 1204

**APPENDIX A
AFSCME SALARY SCHEDULE
2017 – 2019**

BASE WAGE ADJUSTMENTS:

Wage adjustments for all classifications beginning January 1, 2017 to be converted to the new salary range and given an increase equal to 2.50% increase.

Wage adjustments for all classifications beginning January 1, 2018 will be equal to the twelve (12) month average of the U.S. Department of Labor (DOL) Midwest region Consumer Price Index for urban wage earners and clerical workers (CPI-W) from November 2016 through October 2017. In no event will the wage adjustment be less than 1.0% or more than a 4.0% increase of 2017 wages.

Wage adjustments for all classifications beginning January 1, 2019 will be equal to the twelve (12) month average of the U.S. Department of Labor (DOL) Midwest region Consumer Price Index for urban wage earners and clerical workers (CPI-W) from November 2017 through October 2018. In no event will the wage adjustment be less than 1.0% or more than a 4.0% increase of 2018 wages.

Effective January 1, 2017, all employees covered by this Agreement shall be placed in their proper grade and step (see below).

	(1)	(2)	(3)	(4)	(5)	(6)
POSITION	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR	6TH YEAR
Chief Mechanic (Grade 9)						
01/01/2017	25.28	26.29	27.35	28.44	29.58	30.76
Crew Leader/Heavy Equipment Operator (Grade 8)						
Crew Leader						
01/01/2017	23.85	24.81	25.80	26.83	27.90	29.02
Maintenance Worker/Mechanic (Grade 7)						
01/01/2017	22.50	23.40	24.34	25.31	26.32	27.38
Maintenance Worker (Grade 6)						
01/01/2017	21.23	22.08	22.96	23.88	24.83	25.83
Custodian (Grade 3)						
01/01/2017	17.82	18.54	19.28	20.05	20.85	21.69

**APPENDIX B
GROUP MAJOR MEDICAL INSURANCE BENEFIT**

<u>COVERAGE</u>	<u>LEVEL</u>
Deductible (Single)	\$300 per year
Deductible (Family)	\$600 per year
Co-insurance (Single)	80%/20% In-Network up to \$1,240 maximum out-of-pocket
Co-insurance (Family)	80%/20% In-Network up to \$2,480 maximum out-of-pocket
Office Calls	Deductible and Co-insurance
Chiropractor	Deductible and Co-insurance
Hospital Out-Patient	Deductible and Co-insurance
Hospital In-Patient	Deductible and Co-insurance
Prescriptions	Generic \$12 co-pay; Formulary Brand Name \$24 co-pay; Non-formulary greater of \$40 or 40%;
Preventive Care	100% In-Network
Ambulance	Deductible and Co-insurance
Air Ambulance	Deductible and Co-insurance
Mental/Nervous	State-Mandated
Chemical Dependency	State-Mandated
Annual Maximum	\$1 Million Out-of-Network
Lifetime Maximum	Unlimited In-Network and Out-of-Network