

AGREEMENT

Between

THE CITY OF WINTON, MINNESOTA

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

LOCAL UNION NO. 1490

JANUARY 1, 2017 - DECEMBER 31, 2018

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## AGREEMENT

Entered into by and between the City of Winton, Minnesota, hereinafter referred to as the "EMPLOYER", and Local Union No. 1490, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION".

### ARTICLE I PURPOSE

#### Section A. Basic Agreement

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

#### Section B. Sole Procedure

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

### ARTICLE II RECOGNITION

The Employer recognizes Local 1490, AFSCME, Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes for all employees of the City of Winton, Minnesota, who are public employees within the meaning on Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

### ARTICLE III GENDER

Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall be construed to include the plural in all situations where they would so apply; and wherever any words are used in the plural, they shall also be construed to include the singular.

### ARTICLE IV DEFINITIONS

The term "regular employee", as used in this Agreement, shall mean any employee who has been employed by the City of Winton or appointed to work for the City of Winton by an authorized supervisor or department head in one of the following exclusive departments: Public Works, and whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and more than sixty-seven (67) work days per year, excluding Supervisory, Confidential, temporary, and casual employees.

Definition of Full-time Public Works Employee: One who is normally scheduled to work thirty two (32) hours a week or more.

Definition of Part-time Employee: One who is normally scheduled to work less than full-time, but not less than fourteen (14) hours per week (or 35% of the normal work week) on a week to week, month to month basis.

Definition of Salaried Employee: One who works the amount of hours necessary per month to complete the job assignment.

Definition of temporary or seasonal employee: One who is employed less than fourteen (14) hours per week or less than sixty-seven (67) days per year.

## ARTICLE V MANAGEMENT RIGHTS

Section A. The Union recognizes the right and authority of the Employer to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws and regulations of the appropriate authorities. The rights or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

Section B. Except as limited by the specific provisions of this Agreement, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to the right to operate and manage all facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to hire, promote, suspend, discipline or discharge personnel for just cause; to layoff or relieve Employees due to lack of work or other reasons; to make and enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services, 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, to assign duties, tasks, and jobs and to perform such other inherent managerial function as set forth in the Minnesota Public Employee Labor Relations Act of 1971, as amended.

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

Section D. The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not inconsistent with the provisions of this Agreement or state or federal laws. The Employer will provide the Union with notice of any proposed change in any policy applicable to the bargaining unit members at least thirty (30) days prior to implementation of the policy and the parties shall meet and negotiate over any proposed changes to the terms and conditions of employment.

## ARTICLE VI CHECKOFF OF UNION DUES and UNION SECURITY

### Section A.

The EMPLOYER agrees to deduct UNION dues or fair share fees from the wages of employees who have authorized in writing such a deduction per pay period. After the first thirty days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions, shall be forwarded to the Council 65 office in Nashwauk, MN. All employees who are in the employ of the City and covered by this Agreement and who are not members of the Union may be required by the Union to contribute a fair share fee for services rendered by the Union. The City, upon notification by the Union of such employees, shall check-off said fee from the earning of the employee and transmit the same to the Union. In no instance shall the required fee exceed a pro rata share of the

expenses incurred for services rendered by the Union in the negotiation of this Agreement and the administration of the grievance procedure and in no case shall said fee exceed 85 percent of the monthly dues of the Union.

Section B. PEOPLE Deduction

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Section C.

The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choices.

Section D.

The Employer agrees to make payroll deductions from the pay of those employees who wish to participate in such voluntary plans as are approved by the Union.

Section E.

Employees who are members of the Union bargaining committee shall be granted time off for attending bargaining sessions held during their working hours. Employees who act as Union stewards shall be granted reasonable time off with pay during their normal working hours for the investigation and processing of grievances. Union members who are elected as delegates to the Council 65 convention shall be granted leave time to attend such functions.

ARTICLE VII  
HOURS OF WORK

Section A.

This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

The sole authority in setting the work schedule is the Employer except for that hours shall be scheduled by seniority. The normal hours of work for the full-time employees of the Public Works shall be thirty two (32) to forty (40) hours per week. All hours worked in excess of forty (40) hours per week shall be compensated for at time and one-half (1-1/2).

Section B.

The normal hours of work for all regular part-time employees shall be a minimum of fourteen (14) hours per week to a maximum of thirty-nine (39) hours per week; and they are eligible for part-time benefits if they average twenty (20) hours per week the prior contract year. Overtime shall be paid at forty (40) or more hours worked in a week. A flexible schedule option in cases of extra hours of work or emergencies can be used to help control the cost of overtime. If extra hours of work is needed and may put the employee into overtime, the employee with approval from the direct supervisor may choose the option to reduce that week's regular hours to stay under overtime hours. The direct supervisor shall be chosen by the employer.

Section C. Breaks

There will be one fifteen (15) minute break for each 4 hours worked. There will be a thirty (30) minute paid lunch break for those working eight (8) or more hours per day as per state of Minnesota guidelines. The part time employees working under eight (8) hours per day shall receive one (1) fifteen

(15) minute paid break on or around the second (2<sup>nd</sup>) hour of completed work and one (1) twenty (20) minute paid break in between the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) hour of work.

Section D.

Employees will be paid on Fridays every two weeks.

ARTICLE VIII  
HOLIDAYS

Section A.

All regular full-time and part-time employees shall receive the following holidays:

New Year's Day	Labor Day
Thanksgiving Day	Memorial Day
Christmas Day	Fourth of July
3 Personal Holidays (to be used at any time) 2017	
2 Personal Holidays (to be used at any time) Starting in January 1, 2018	

Employees shall have paid holidays at the regular rate of pay for all listed holidays (except personal holidays) If the holiday falls on a Saturday, the employee can chose to work or take off the Friday before the holiday. If the holiday falls on a Sunday, the employee can choose to work or take off the Monday following the holiday. If the employee chooses to work on the listed holiday or day chosen when it falls on the weekend, they shall be paid at the regular rate of pay and hours. If the employee chooses to take the listed holiday or day chosen when it falls on the weekend off, the employee shall be paid on a pro-rated basis on scheduled hours worked. (If the employee typically works six (6) hour days, then the holiday will be six (6) hours paid.)

The personal day will be pro-rated based on scheduled hours worked (if the employee typically works 6 hour days, then the personal day will be 6 hours paid). The Personal Day should be requested ahead of time at a minimum of 24 hours in advance (except for emergencies) by calling the Mayor or by putting it in writing to the Mayor or Council.

Section B.

Regular full-time and part-time employees who are required to work on any of the above holidays shall be compensated at time and one-half (1 1/2).

ARTICLE IX  
VACATIONS

Section A.

All regular full-time employees shall receive the following vacations each year and the vacation shall be pro-rated based on regular hours worked:

After 1 year- 1 week of vacation  
After 3 years- 2 weeks of vacation

All regular part-time employees will receive two (2) days of vacation each year after the 1<sup>st</sup> year of employment. Vacation days shall be requested by calling the mayor or by putting it in writing to the Mayor or city council with a fourteen (14) day notice before the requested vacation. The employer shall respond to the request within forty-eight (48) hours.

Section B.

Upon termination of employment for any cause, employee shall be paid for any accumulated vacation credit, including pro rata payment for a period of less than one year, providing he/she gives a two weeks written notice. Employees shall also be paid out any paid leave days.

Section C.

An employee may split their vacation and may use one week in single day increments. Employee requests should be placed in writing and submitted ahead of time for Council approval.

Section D.

Vacation time shall not accumulate from one calendar year to another unless other arrangements are mutually agreed upon by the employee, the Employer, and the Union. An employee shall not, under any circumstances, be required to work for the Employer during his/her vacation without such employee's consent. An employee may receive a cash payout of the vacation time in lieu of taking time off if approved ahead of time by the Council.

ARTICLE X  
FUNERAL LEAVE, PERSONAL LEAVE, PAID SICK LEAVE, AND FMLA

Section A. Bereavement Leave

Two (2) days absence without loss of pay shall be allowed an employee in each case of death in the immediate family. Immediate family shall be defined as spouse, children, step-children, parents, step-parents, sisters, brothers, grandparents or grandchildren of either the employee or his/her spouse. Employees will not get paid funeral leave if not scheduled to work on that day. Part-time employee's funeral leave will be pro-rated based on normal hours worked.

Section B. Leave of Absence

A leave of absence of up to six (6) months shall be granted only by mutual agreement of the Council and the Union.

Section C. FMLA

The employer agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations and the state leave law and its regulations for all eligible employees in the bargaining unit. Employees may file grievances concerning FMLA and state leave law disputes. The employer agrees that it will extend FMLA benefits and protections to all employees in the bargaining unit. The leave year for FMLA purposes shall be the calendar year beginning January 1 and ending December 31st. The employer agrees to that it will pay the full cost of health insurance during any leave taken under the FMLA. Employees who return from FMLA leave will not be required to reimburse the employer. Medical certification for FMLA absences may be requested for absences of five days or longer. Requests for medical certification shall be in writing and shall be delivered or mailed to employees. Employees shall have 21 days to comply with the request. The certification may be in a letter form on the health care provider's stationery. No employee shall be required to utilize paid vacation or paid personal leave for any FMLA absence in which the employee does not request to receive such pay. Employees returning from FMLA leave shall be assigned to their original positions. Assignment to an equivalent position will only be permitted if the original position no longer exists or if the employee is physically incapable of performing the duties of the original position.

Section D.

Employees will be afforded leave as guaranteed under MN State Law, Statute 181.9412  
SCHOOL CONFERENCE AND ACTIVITIES LEAVE

Section E.

Employees shall be offered paid sick leave at a rate of one (1) day per quarter of worked time for a total of four (4) days per year. At the end of the calendar year, the employee can cash out any days left over or roll over a maximum of four (4) days per calendar year. The employee shall be paid on a pro-rated basis on scheduled hours worked. (If the employee typically works six (6) hour days, then the sick leave shall be six (6) hours paid.) If the duration of the paid sick leave is longer than three (3) consecutive days, the employer may require a note from a physician. The employee must notify the direct supervisor as soon as possible and before the start of the shift to receive paid sick leave.

ARTICLE XI  
SENIORITY

Section A.

All regular employees working for the City of Winton, Minnesota, as outlined in the bargaining unit of the Recognition Clause, shall be covered by this Agreement and placed on the seniority list.

Section B.

Seniority standing is to be determined on the basis of total length of continuous service for the Employer. All new employees shall be placed on the seniority list after the completion of a six-month probationary period. At the end of such six-month probationary period, the employee shall be entitled to seniority from their first day of employment. During such six-month probationary period, employees may be discharged by the Employer without cause and without same causing a breach of this Agreement or constituting a grievance hereunder.

Section C.

An employee shall lose his seniority standing upon voluntary resignation from employment or upon discharge for cause. An employee's seniority shall not be terminated because of absence due to illness, authorized leave of absence, or temporary layoff.

Section D.

In the event of a layoff, employees shall be laid off according to seniority in the inverse order of hiring by classification. Employees shall be rehired according to seniority in the inverse order of layoffs.

Section E.

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

Section F.

Temporary vacancies exceeding two (2) consecutive weeks (14 calendar days) may be filled by senior qualified employees. In the event said vacancy has a higher rate of pay, qualified employees filling such vacancy shall receive such higher rate of pay when such an appointment is made, provided the duties of the higher paid classification are assigned by the manager or his supervisor.

Section G.

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards, and the employees shall be given seven (7) days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. The Employer shall provide the Union Steward with a copy of said posting, inclusive of the name of the employee awarded the position. The Council shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. Newly created positions or vacancies are to be posted in the following manner: The type of work, the place of work, the rate of pay, the hours to be worked, and the classification. When an employee transfers from one position to another, the employee will have a 60 day trial period during which either the employee or the Employer may choose to return the employee to their former position. If the employee does not concur with the Employer's decision to return the employee to their former position, the employee may utilize the grievance process.

Section H.

Seniority list shall be brought up to date on January 1 of each calendar year and posted on employees' bulletin board. A copy of the seniority list shall be sent by mail to the Steward of the Union at Winton and to the Staff Representative of AFSCME Council 65.



ARTICLE XII  
DISCIPLINE

Disciplines, discharges, demotions or transfers to a lower classification shall be made only for just cause. It is understood that discipline will be progressive, starting with a warning or notification of what the Employee has done wrong, except for that the Employer may start at a higher step if the employee has committed a serious offense or gross misconduct, which includes, but is not limited to insubordination or theft. After a warning, the discipline guideline to be followed should be: a verbal warning (in writing), a written warning, suspension, demotion or termination. The Union Steward and the employee affected shall receive prior notice in writing of any such action. If the Union feels the action was taken without just cause, the employee shall have the right of appeal through the normal grievance procedure. A verbal warning will be removed after one(1) year, a written warning after two (2) years provided that the employee has not repeated such action that caused the discipline. A suspension shall be on the employee's permanent employee record. Serious offenses or gross misconduct may cause discipline to start at a higher level than outlined above. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union Representative or steward present at such questioning.

ARTICLE XIII  
BULLETIN BOARD

The Council will erect and maintain a bulletin board of reasonable size to be placed in each location where employees report for work, as may be mutually agreed upon between the Union and the Council, which bulletin boards shall be for the use of the Union to post any notice or document relating to Union affairs.

ARTICLE XIV  
GRIEVANCE PROCEDURE

The Employer will attempt to adjust all grievances which may arise by virtue of this Agreement or a circumstance or condition thought to be unjust and grounds for complaint or resentment, in the following manner:

- STEP 1: First, upon knowledge of a problem, a timely effort shall be made to adjust the grievance between the City Clerk/Treasurer/Supervisor and the grievant and/or the Union Representative.
- STEP 2: In the event no settlement is reached within 10 days of the Step 1 informal discussion, the grievant and/or the grievant's Union Representative shall present a written statement of the grievance to the City of Winton's Grievance Committee. Such written notice must be given within thirty (30) calendar days after the grievant should reasonably have learned of the event giving rise to the grievance. The Grievance Committee and the grievant and/or the Union Representative shall meet to discuss the matter and make an honest effort to resolve the grievance at this level. The Council Grievance Committee shall provide a written response to the Union Representative and the grievant within fourteen (14) calendar days following the Step 2 meeting.
- STEP 3: In the event no settlement is reached at Step 2, the written grievance shall be presented to the full City Council within twenty (20) days after the Step 2 response for discussion in an attempt to resolve the matter. The City Council shall provide a written response to the Union Representative and the grievant within ten (10) calendar days following the Step 3 meeting.

- STEP 4: In the event no settlement is reached at Step 3, either party may submit the grievance or dispute to the State Bureau of Mediation Services (BMS) for grievance mediation.
- STEP 5: In the event no settlement is reached, the grievance or dispute shall be submitted to arbitration within ten (10) days after the mediation. Either party may request a list of five (5) arbitrators from the BMS. From this list, the parties shall strike, in turn, with the flip of a coin deciding who strikes first, until only one name remains and that individual shall be the Arbiter and shall set a date for the hearing. Any cost of acquiring the arbitrators list shall be paid by the party requesting arbitration. All other fees and expenses shall be divided equally between the employer and the union. The decision of the arbitrator shall be final and binding upon the parties.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add-to, or subtract from the terms of this agreement.

Duly authorized representatives of the Union shall have the right to accompany the Union Grievance Committee at all times in the discussion of grievances.

#### ARTICLE XV GENERAL PROVISIONS

##### Section A.

The Employer agrees to permit the negotiating or grievance committee to appear at Council meetings in negotiations or disputes without the loss of pay.

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

##### Section B.

Any matter that is not a grievance and not covered by this Agreement shall be settled by negotiations between the City and the Union. All grievance issues shall follow the procedure as outlined under Grievance Procedure.

##### Section C.

The Employer will inform the Union and employees 2 weeks prior to any layoff.

##### Section D.

The Wage and Salary Schedule shall be attached to this Agreement as Appendix "A" and shall become a part of this Agreement.

##### Section E.

Employees who are required to attend City Council meetings shall receive their regular rate of pay for said meeting(s).

##### Section F.

The Employer shall provide the Union Steward with a copy of all bargaining unit job descriptions and keep the Union apprised of any change in such descriptions.

Section G.

The employer in the future may create a new job position to be included into the bargaining unit. This new position will have a requirement of holding a waste water and regular water certification or license. The employer and the union both agree to bargain at the time of the creation of this new position the term and conditions, job description and wage for this new position.

Section H.

The employer may choose to provide a phone or provide the employee with a forty dollar per month (\$40/month) phone stipend. If the employee receives either the phone or the phone stipend, the employee shall be reasonably accessible to the employer in case of city emergencies.

Section I. Jury Duty

In the event a full-time employee is called to serve on jury duty and does serve on such jury, thereby being absent from work, they shall be paid the difference between jury duty pay and his/her regular salary by the employer. Any employee dismissed by the court prior to the end of their workday will return to their normal duties.

Section J. Pledge Against Discrimination

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of the Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

Section K. Complete Agreement

This Agreement shall represent the complete agreement between the Union and the Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. If the parties wish to change or add to the terms and conditions of employment, it will be done according to Section J.

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.

Section J. Mutual Consent

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

ARTICLE XVI  
DURATION OF AGREEMENT

The terms and provisions of this Agreement shall become effective as of the date of ratification, and shall continue in full force and effect until December 31, 2018 and thereafter every two (2) years unless either party shall give written notice to the other party on or before October 1st of its desire to terminate or amend said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 7 day of August, 2017.

CITY OF WINTON, MINNESOTA

Kathleen G. Boudan

Mayor

Anne Jackson

Clerk

AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES, COUNCIL 65  
LOCAL UNION #1490

[Signature]  
Staff Representative

\_\_\_\_\_  
Chapter Chair

APPENDIX "A"

WAGE AND SALARY SCHEDULE  
Effective January 1, 2017

<u>JOB</u>	<u>Hourly Wage</u>
Public Works	\$13..75

New employees, upon start date until 6 months, will be paid 90% of the hourly wage and at 6 months, will be placed at the above hourly wage (except for that employees will always be paid minimum wage). Year 2017, a fifty cent (.50) per hour increase, no retro pay. This increase is to take effect after the ratification of the 2017 contract.

WAGE AND SALARY SCHEDULE  
Effective January 1, 2018

<u>JOB</u>	<u>Hourly Wage</u>
Public Works	\$14.50

New employees, upon start date until 6 months, will be paid 90% of the hourly wage and at 6 months, will be placed at the above hourly wage (except for that employees will always be paid minimum wage). Year 2018, a seventy-five cent (.75) per hour increase,

APPENDIX "B"  
INSURANCES

1. Hospitalization and Medical Insurance

Health insurance will be provided to full time employees. The employee portion shall be 25% of the monthly premium and the Employer shall pay 75% of the monthly health insurance premium. See attached document for the details of the health care plan provided.

2. Life Insurance Employees can purchase life insurance through the City at their own expense. See document attached for plan details.