

LABOR AGREEMENT

BETWEEN

THE CITY OF HINCKLEY

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 65, AFL-CIO
LOCAL NUMBER 1647**

JANUARY 1, 2016 – DECEMBER 31, 2018

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WAGE SCHEDULE

ARTICLE 1. PURPOSE

- Section 1.1. This Agreement, entered into by the City of Hinckley, hereinafter referred to as the "EMPLOYER," and Local 1647, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION," has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences concerning the interpretation or application of this Agreement, and the establishment of rates of pay, hours of work, and other conditions of employment.
- Section 1.2. This Agreement is pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as the Act.

ARTICLE 2. RECOGNITION

- Section 2.1. The EMPLOYER recognizes the UNION as the sole and exclusive representative for the purpose of establishing wages, hours, and other conditions of employment for all employees of the City of Hinckley who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14 excluding essential, confidential and supervisory employees.
- Section 2.2. The EMPLOYER shall not enter into any agreement with employees coming under this jurisdiction either individually or collectively, which conflicts with the terms of this Agreement.

ARTICLE 3. EMPLOYER AUTHORITY

- 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 contract for goods or services; to establish work schedules, shifts, and hours; to make and enforce reasonable rules and regulations; 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 hire, promote, assign, and transfer employees; to demote, suspend, discipline and discharge employees for good and sufficient reason; to lay off employees because of lack of work or funds or other good and sufficient reasons; to assign duties, tasks, jobs, hours, shifts, and overtime to employees; and to perform any inherent managerial function not specifically limited by this Agreement.
- Section 3.2. The foregoing enumeration of the EMPLOYER'S authority shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of

the laws of the State of Minnesota.

- Section 3.3. 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.
- Section 3.4. 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.

ARTICLE 4. DEFINITIONS

The terms used in this Agreement shall be defined as follows:

- Section 4.1. **Base Wage:** The Employee's base hourly wage, exclusive of overtime premium or any other special allowances.
- Section 4.2. **Days:** Working days, unless otherwise specified.
- Section 4.3 **Contract Employee:** A member of the exclusively recognized bargaining unit, as defined in the Article titled Recognition, who has completed the required probationary period.
- Section 4.4 **Full Time Employee:** An employee who is regularly scheduled to works a minimum of forty (40) hours per week.
- Section 4.5 **Temporary Employee:** An individual so designated by the EMPLOYER who is hired in a non-continuing position for a period of less than 67 work days or 100 work days if they are students (as defined they are students (as defined PERA Chap.. 179A)
- Section 4.6 **Union:** Local 1647, Council 65, AFSCME.
- Section 4.7 **Employer:** City of Hinckley, or its designated representative.
- Section 4.8 **Severe Infraction:** Including but not limited to offenses of the following nature: Theft, assault, substance abuse on duty, willful destruction of City property.
- Section 4.9 **Seniority:** The length of continuous employment with the Employer

ARTICLE 5. UNION SECURITY

Section 5.1. The EMPLOYER agrees to deduct once each month UNION dues or fair share fees from the wages of employees who have authorized in writing such a deduction. The amount of the UNION dues to be deducted shall be certified to the EMPLOYER by the Treasurer of the UNION, and the aggregate deductions of all employees shall be remitted with an itemized statement to the Treasurer ten days after each pay period.

Section 5.2. The UNION may designate certain employees from the bargaining unit to act as stewards. Stewards shall be afforded reasonable time off with pay for investigating and processing of grievances. Up to four (4) employees may be designated for the negotiation team as chosen by the UNION.

Section 5.3. Payroll Deductions

Subsection 5.3.1. 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.

Subsection 5.3.2. The EMPLOYER shall remit to the address designated by the Union the aggregate deductions of all employees together with an itemized statement showing the name of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance. Such remittance shall be made on a monthly basis or on such other periodic basis as may be agreed up c. The EMPLOYER and the UNION shall agree on such forms, rules, and regulations as may become necessary for the operation of such payroll deduction plans.

Subsection 5.3.3. The EMPLOYER and the UNION shall agree on such forms, rules, and regulations as may become necessary for the operation of such payroll deduction plans.

Section 5.4. Employees who are members of the UNION bargaining committee shall be granted time off with pay for attending bargaining sessions held during their working hours.

ARTICLE 6. GRIEVANCE PROCEDURE

Section 6.1. Definition of grievance. A grievance is defined as dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 6.2 Grievances shall be resolved in the following manner:

Step 1. An employee and/or the UNION Steward claiming a violation of the terms of this Agreement shall, within twenty (20) working days after the occurrence of the event giving rise to the grievance, or ten (10) working days after the employee, through use of reasonable diligence, gained knowledge of the occurrence, meet on an informal basis with the City Clerk and attempt to resolve the grievance. The City Clerk shall meet with the grieving parties, attempt to resolve the grievance, and serve the EMPLOYER'S answer upon the UNION within ten (10) working days of the meeting.

Step 2. If the grievance remains unresolved, the UNION may proceed to Step 2 within ten (10) working days following receipt of the EMPLOYER'S Step 1 answer by presenting the grievance in writing to the City Council.

The written statement of the grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged Section(s) of the Agreement violated, and the relief requested.

The Personnel Committee, as representatives of The City Council shall meet with the grieving parties at the next closed Council meeting after receiving notice of the UNION'S intention to proceed with the grievance. The City Council shall serve answer upon the UNION within ten working days of the meeting.

Step 3. If the parties are unable to reach agreement within ten (10) working days after the Employer's Step 2 response, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

Section 6.3 In the event grievance arbitration becomes necessary, a list of five qualified arbitrators shall be requested from the Minnesota Bureau of Mediation Services. The EMPLOYER and the UNION shall alternately strike names from the list until only one (1) remains. The remaining arbitrator shall hear and determine the grievance. The side striking the first name shall be decided by lot.

Section 6.4 A hearing on the grievance will be held promptly by the arbitrator, and a final and binding decision shall be rendered within 30 calendar days of the hearing.

Section 6.5 The Arbitrator shall consider and decide only the specific issue(s) submitted and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

Section 6.6 The decision regarding the grievance shall be binding upon the parties and the parties shall share equally the costs and fees of the arbitrator.

Section 6.7 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 either to Step 3 of Article 5 or a procedure such as Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 3 of Article 5, the grievance is not subject to the arbitration procedure as provided in Step 3 of Article 5. The aggrieved employee shall indicate in writing which procedure is to be utilized -Step 3 of Article 5 or another appeal procedure -and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making subsequent appeal through Step 3 of Article 5.

If the grievance is not responded to within the time limits by the employer then the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 7 DISCIPLINE AND DISCHARGE.

Section 7.1 In general. City employees shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including observance of work rules adopted by the Council. It is the policy of the City to administer disciplinary penalties without discrimination. Every disciplinary action shall be for just cause and the employee may demand or use the grievance procedure of Article 5 with respect to any disciplinary action which is either unjust or disproportionate to the offense committed. The supervisor or department head shall investigate any allegation on which disciplinary action might be based before any disciplinary action is taken.

Section 7.2 Disciplinary action steps. Except for severe infractions, disciplinary actions against any employee shall be progressive and follow the steps listed below in numerical order.

An employee who has been found to have committed a severe infraction may be dismissed on the first offense.

1. Oral Reprimand. Oral reprimands upon the request of the employee shall be given in the presence the union steward or other union representative. Oral reprimands may be grieved by an employee but shall not be subject

to the arbitration step of the grievance procedure.

2. Written Reprimand. A written reprimand shall state the employee is being warned for misconduct; describe the misconduct; describe past actions taken by the supervisor to correct the problem; urge prompt correction or improvement by the employee; include timetables and goals for improvement when appropriate; and outline future penalties should the problem continue. The employee shall be given a copy of the reprimand and sign the original acknowledging that he/she has received the reprimand. The signature of the employee does not mean that he/she agrees with the reprimand. The reprimand shall be placed in the city's file on the employee but shall become null and void after two years from the date of issuance if there has been no subsequent reprimand and no other disciplinary action has been instituted. The employee may request to have the reprimand removed from his/her file after said discipline becomes null and void.
3. Suspension without pay. Prior to the suspension or as soon thereafter as possible, the employee shall be notified in writing of the reason for the suspension and length. Upon the employee's return to work, he shall be given a written statement outlining further disciplinary actions should the misconduct continue. An employee may be suspended pending investigation of an allegation. A copy of each written statement shall be placed in the employee's personnel file, but if the suspension is for investigation and the allegation proves false, the statement shall be removed and the employee shall receive any compensation which he would have been entitled had the suspension not taken place.
4. Dismissal. The council may dismiss any non-probationary employee after the employee is given notice in writing at least five work days before the effective date of the dismissal. The notice shall contain the reasons for the dismissal the employee's rights under these rules and the veterans' preference law if he/she is a veteran; and a statement indicating that the employee may respond to the charges both orally and in writing and that he/she may appear personally before the official having authority to make or recommend the final decision by the council.

ARTICLE 8. PROBATIONARY PERIODS

Section 8.1 Purpose. The probationary period is an integral part of the selection process and shall be utilized for observing the employee's work, for securing the most effective adjustment of the employee to the position, and for rejecting any employee whose performance does not meet the required work standards.

- Section 8.2 Duration. Every original appointment and every trial period appointment is subject to a probationary period of six (6) months after appointment.
- Section 8.3 An employee promoted to a higher job classification shall serve a six (6) month continuous trial period during which time the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated and any necessary retraining or re-instruction shall be undertaken.
- Section 8.4 All employees serving a trial period shall earn and be entitled to use sick leave benefits and vacation benefits.
- Section 8.5 At any time during the trial period, an employee may be demoted by the EMPLOYER for just cause, to the job classification from which the employee was promoted. An employee demoted during such period shall receive written notice of such demotion, which will include the reasons) for demotion, with a copy of it sent to the UNION.
- Section 8.6 Employees shall have the right, during the trial period, to voluntarily demote to their previously held job classification and pay, upon written request.
- Section 8.7 Employees serving a trial period based on promotion shall suffer no loss or reduction of benefits provided in the Agreement. Should a promotion convert a part time employee to a full time employee earning medical and dental benefits and the trial period reveal a demotion is necessary, the employee shall not retain the full time benefits afforded the full-time employee upon being demoted.
- Section 8.8 Personnel hired in a "temporary" employment status shall be employed for a period not to exceed sixty-seven (67) working days. "Temporary" personnel shall be compensated at the appropriate hourly wage set by the EMPLOYER and shall earn no other benefits unless specifically provided for by the Agreement. The employment of "temporary" personnel will be primarily for vacation relief, seasonal and emergency work situations.
- Section 8.9. In an effort to enhance the education and qualifications of personnel, employees seeking promotion to another job classification shall be granted the opportunity to secure the necessary licenses and training for the classification they seek. The EMPLOYER may approve or deny a request from the employee. The employee may appeal the employer's decision through the grievance procedure.

ARTICLE 9. COMPENSATION AND PREMIUM PAY

- Section 9.1 Amount. Employees of the city shall be compensated according to the amount stated in Article 24 Wages and Classifications.

- Section 9.2 Overtime Pay. Employees shall be compensated for an overtime rate of one and one-half times their base wage for all hours worked that are as follows:
- A. Over 40 hours in a workweek.
 - B. For Employees in the bargaining unit as of December 31, 2012:
 - i. Over 8 hours in a work day
 - ii. Saturday or Sunday, unless Saturday is part of an employee's regular scheduled 5-day work week, in which case that employee will not be eligible for automatic OT on Saturdays (but remains eligible for OT on Saturdays for hours worked over 40) (General Maintenance classification only)
 - iii. Holidays (in addition to Holiday Pay) For Bartender/Retail Clerk, see separate Holiday provision in Article 16.2.1

Section 9.3 Compensatory time. An employee may elect to take compensatory time in lieu of overtime pay in accordance with provisions of the Fair Labor Standard Act. Employees may annually select only one form of premium pay compensation (compensatory time or monetary payment) on January 1st of each year. Compensatory time shall be earned at the appropriate overtime rate. An employee may earn up to one hundred and twenty (120) hours of compensatory time. Employees who are at the maximum compensatory time accumulation shall be compensated by monetary payment for additional overtime hours. Compensatory time shall be used under the same terms as scheduling vacation. Compensatory time may be used under the same terms of sick leave if accumulated sick leave has expired and the employee would otherwise be eligible to use sick leave under the circumstances.

Section 9.4. Call back. An employee who works on behalf of the City in response to a call back to work after he or she has been relieved from duty and outside of his or her normal work schedule shall receive the following minimum compensation:

- Subsection 9.3.1. General Maintenance classification: Two hours at one and one-half times the base wage
- Subsection 9.3.2. Bartender Retail Clerk classification: Two hours at the base wage

Section 9.5 Send homes. Except by mutual agreement, the employer is prohibited from changing the normal hours of work or week in order to avoid the payment of overtime. This includes early starts and "send homes".

Section 9.6 Pay Days. Employees shall be paid on every other Monday. Should a holiday fall on a Monday, then pay day for that pay period shall be Tuesday.

Section 9.7 General Maintenance classification. All compensated hours shall count toward the calculation of hours for overtime eligibility. This includes holiday, sick and compensatory time hours.

Section 9.8. There shall be no pyramiding of overtime and premium pay, however in instances where both premium pay and overtime coincide, the employee shall be paid the higher rate.

Section 9.9. Deferred Compensation. The EMPLOYER shall match the employee's deferred compensation contribution up to 1.5%

ARTICLE 10. HOURS OF WORK

The hours for employees shall be as follows:

Section 10.1 General Maintenance Classification. The normal work week for full-time employees shall be five (5) days, Monday through Friday, forty (40) hours per week. The hours per day shall be 7:30 AM through 4:00 PM. Employees are entitled to two (2) fifteen (15) minute paid rest periods and one (1) unpaid thirty (30) minute lunch period.

Subsection 10.1.1. The normal work week may be changed by the EMPLOYER for emergency situations or unusual circumstances which require a temporary change in the above schedule.

Subsection 10.1.2. The hours of work (7:30 am 4:00 p.m.) may be changed by mutual agreement to accommodate the scheduling of work such as street sweeping, lawn mowing and snow removal.

Subsection 10.1.3 Employees who report to work two hours earlier than their normal work schedule for snowplowing duties shall be entitled to one (1) thirty (30) minute paid breakfast period and one (1) fifteen (15) minute paid rest period.

Section 10.2. Bartender Retail Clerk Classification. The normal work week for full-time employee shall not be less than forty (40) hours per week. The normal work day shall not be longer than eight (8) hours. Part-time employees shall work the necessary hours to maintain contract employee status.

Subsection 10.2.1. If an employee is scheduled to work between zero and 6 hours in a work day, then the employee shall be entitled to one 15 minute paid rest period.

Subsection 10.2.2. If an employee is scheduled to work more than six

- hours in a work day, then the employee shall be entitled to 2 .15 minute paid rest periods.
- Subsection 10.2.3 If an employee is unable to take a paid break, then the time entitled to the employee shall be added on the hours worked that day and paid as straight time and employee is eligible if requested or expected to work without break.
- Subsection 10.2.4 The work schedules for all current employees shall remain in effect after the execution of this Agreement. Bidding on excess hours or extra hours shall occur as positions become vacant.
- Subsection 10.2.5 Replacement hours shall be assigned from the seniority list. Senior employees shall be given first right of refusal for replacement hours.
- Subsection 10.2.6 Part-time employees who voluntary bid on hours over forty (40) in a week shall not be entitled to overtime compensation.
- Subsection 10.2.7 Any available excess or extra hours for part-time employees shall be granted by seniority prior to personnel outside the bargaining unit.
- Section 10.3 Accountant. The normal work week for full time employees shall not be less than thirty two (32) hours, four days a week, Monday through Thursday or forty (40) hours per week, five (5) days, Monday through Friday. The hours shall be 8:00 AM through 4:30 PM. Employees are entitled to two (2) fifteen (15) minute paid rest periods and one (1) unpaid thirty (30) minute lunch period. An employee whose normal hours of work that equal or exceed thirty two (32) hours are full time eligible employees and are granted all the provisions and benefits of this Agreement.
- Subsection 10.3.1 The normal work week may be changed by the EMPLOYER for emergency situations or unusual circumstances, which require a temporary change in the above schedule. The employer/employee may mutually agree upon a change in the workweek schedule of four (4) ten (10) hours shifts to complete a forty (40) hour workweek.
- Subsection 10.3.2 The hours of work (8:00 AM-4:30 PM) may be changed by mutual agreement to accommodate the scheduling of work such as year end reporting requirements, audit work, budgeting reports, etc., and attending meetings or seminars. Employees required to attend meetings or seminary outside the normal scheduled working hours, will then become an employee to be paid overtime at time and one half should the hours go over forty (40) hours per week. If an employee has reached the forty (40) hours before the end of any workweek, they are entitled to leave early. When no

meetings or seminary are scheduled the employee shall be compensated at overtime rates as stated in Article 8.2 of this Agreement.

Subsection 10.3.3 Travel time to and from meetings or seminars is to be included as regular scheduled hours and the time will be added to the employee's time to complete a forty (40) hour workweek, as this has been the procedure in the past. If an employee has reached forty (40) hours before the end of any workweek the employee is entitled to leave early.

Subsection 10.3.4 If an employee is unable to take a paid break, the time entitled to the employee shall be added on the hours worked that day and paid as straight time.

Subsection 10.3.5 The Employer shall pay tuition and textbook cost for schooling and seminary and licenses required maintaining or advancing their skills and qualifications in accounting.

Section 10.4 Utility Billing Clerk. The normal work week for this part-time position shall be three (3) days a week. Monday, Wednesday, and Friday, twenty-four (24) hours per week. Hours per day shall be 8:00 AM through 4:30 PM. Employees are entitled to two (2) fifteen (15) minute paid rest periods and one (1) unpaid thirty (30) minute lunch period.

Subsection 10.4.1. The normal work week may be changed by the EMPLOYER for emergency situations or unusual circumstances which require a temporary change in the above schedule.

Subsection 10.4.2 The hours of work (8:00 am – 4:30 pm) may be changed by mutual agreement to accommodate the scheduling of work such as utility bill generation, shut-off bill generation, payment due dates and overall office coverage.

ARTICLE 11. VACATION LEAVE

Section 11.1. Vacation Leave with Pay. Regular employees shall accrue vacation at the following rates:

Years of Service	Hours per year
After 1	40
2 through 3	80
4 through 7	96
8 through 10	120
11 through 19	144

Employees shall earn vacation time each pay period on a pro-rata basis, proportional to the annual rates.

Section 11.2. Accrual, Cap and Annual Buy-Down. An employee shall not be allowed to carry over from the last day of November to the first day of December of each year more than 120 hours of accrued vacation time. For hour accrued above 120 hours as of the last day of November of each year, Employer will “buy-down” those hours in excess of 120, which compensation will be included in the first pay period in the December of the same year. (In the interests of clarity, and employee could be at 120 hours as of December 1 following the “buy-down”, and accrue hours above 120 before January 1. The “cap” is in effect for the December 1 carryover, not for accrual, which is not limited.)

Section 11.3. Notice. Employee vacation requests will be responded to within 14 calendar days of the request, or as soon as is practicable, whichever is earlier. Employees who make vacation requests at least 14 calendar days prior to the requested vacation date shall be granted vacation on a first-come-first served basis. However, Employer reserves the right to refuse vacation requests if the request is deemed detrimental to the City’s ability to conduct business. Employer may refuse simultaneous vacation requests. Vacation leave requested without 14 calendar days’ notice may be granted subject to approval by the City Clerk/Administrator, or for the Bartender Retail Clerk classification, their immediate supervisor. In the event of an emergency, the employee shall be granted vacation once notice of the emergency is given to the EMPLOYER.

Section 11.4. Separation from Employment. An employee leaving the employment with City in good standing after giving prior notice of such separation of employment shall be compensated for vacation leave and compensatory time accrued and unused up to the date of separation.

Section 11.5. Any employee receiving vacation will only be compensated for the hours normally scheduled in which they were on leave.

ARTICLE 12. SICK LEAVE

Section 12.1 A city employee who has completed at least five years of service who is on authorized leave for illness or some other approved absence from employment, and has exhausted all leave and vacation benefits, shall receive employee group health insurance coverage for up to 3 months after going on leave. However, these three months shall not be considered as actual time worked nor be credited to the employee's total duration of employment.

Section 12.2 Employees shall accrue sick leave at the rate of eight (8) hours for each month of full-time employment with the City. For employees who work less than eighty (80) in a pay period they will accrue sick leave time on a pro-rata basis. Sick

leave may be accumulated to a maximum limit of 100 days.

Section 12.3. If an employee has exhausted all accrued sick leave and vacation time, they are considered to be a non-working employee

Section 12.4. Sick Leave may be granted to employees not on another type of leave when the employee is unable to perform their job duties due to illness; disability; the necessity for medical, dental or chiropractor care; childbirth or pregnancy; or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties. If the absence is more than five calendar days in duration, the employee must submit a medical certificate justifying any further use of sick leave. During the probationary period following an original appointment, an employee is not entitled to sick leave. After the end of the probationary period, an employee is entitled to sick leave accrued from the start of employment.

Section 12.5. To be eligible to use sick leave with pay, an employee shall notify the employee's supervisor of the use of leave and reason therefore prior to the commencement of each scheduled workday in which the employee is requesting to use sick leave, unless circumstances prevent the employee from notifying the EMPLOYER as such.

Section 12.6. An employee receiving sick leave with pay who simultaneously receives compensation under Workman's Compensation Leave shall receive, for the duration of such compensation, only that portion of his regular salary which will, together with said compensation, equal his regular salary. The accrued sick leave of the employee will be reduced only in proportion to the amount of compensation paid by the city.

Section 12.7. Accrual During Leave. For the purpose of accumulating additional sick leave, an employee using earned vacation leave or sick leave is considered to be working.

Section 12.8. Severance. Employees with twenty (20) years or more of service shall be entitled to receive severance payment equivalent to sixty (60) percent of accumulated sick leave upon separation from employment with the Employer if they are eligible to participate in the Minnesota Post Employment Health Care Savings Plan (HSCP) which payment shall be contributed to the Employee's Minnesota Post Employment Health Care Savings Plan (HCSP). All employees with twenty (20) years or more of service are eligible to participate in the HCSP established under Minnesota Statutes, Section 352.98 and as outlined in the Minnesota State Retirement System's Trust and Plan Documents. All funds collected by the employer on the behalf of the employee will be deposited into the employee's HCSP account.

Section 12.9. Any employee receiving sick leave will only be compensated for the hours scheduled on the day or days missed.

ARTICLE 13. FUNERAL LEAVE

Section 13.1 Each Employee shall have available one (1) day of funeral leave plus two (2) days of sick leave per year to be used for death in the Employee's immediate family. This benefit shall not accrue from year to year. After the one (1) day of leave is exhausted, additional sick leave allowance for a death in an Employee's immediate family shall be up to three (3) days per occurrence. Immediate family is defined as Mother, Father, Spouse, Children, Sister, Brother, Mother-in-law, Father-in-law, Grandchild, Grandparents, Grandparents of Spouse, step parents, stepchildren or member of the employee's household. Compensation shall only be allowed for scheduled hours missed. If circumstances warrant, an additional two (2) days (deducted from sick leave) shall be granted.

Section 13.2. An employee may use one day of sick leave for attending a funeral in the event of death of sister-in-law, brother-in-law, aunt or uncle, or aunt or uncle of the employee's spouse, niece, nephew, co-worker/former co-worker, or close friend. Compensation shall only be allowed for scheduled hours missed.

ARTICLE 14. MATERNITY-PATERNITY-ADOPTION LEAVE

Any regular, full-time employee shall be granted a maternity-paternity-adoption leave without pay. A maternity-paternity-adoption leave of absence shall not exceed 12 months. Employees may not accrue vacation or sick leave while on this leave, but may choose to utilize such leave when applicable.

ARTICLE 15. LEAVES WITHOUT PAY

Section 15.1 The council, with department head and/or supervisor consultation, may grant any permanent employee a leave of absence without pay for a period not exceeding six (6) months except that it may extend such leaves to a maximum period of twelve (12) months in cases where the employee is disabled or where extraordinary circumstances, in its judgment, warrant such extension. No vacation or sick leave benefits shall accrue during a leave of absence without pay.

Section 15.2. Employees requesting leaves without pay shall provide the EMPLOYER written notice of the date leave shall commence, duration of leave, and estimated time of return.

ARTICLE 16. PAID HOLIDAYS

Section 16.1. The following calendar days and such other days as the council may fix are paid

holidays:

New Year's Day
President's Day
Independence Day
Veterans Day
Christmas Day

Martin Luther King's Birthday
Memorial Day
Labor Day
Thanksgiving Day
Floating Holiday

Subsection 16.1.1. Employees may use the Floating Holiday at a minimum of 1/2-day increments.

Subsection 16.1.2. All employees in regular, full-time positions are entitled to time off with full pay on paid holidays, except for the Bartender Retail Clerk classification. Employees may be required to work on paid holidays when the nature of their duties or other conditions require it.

Section 16.2 Liquor Store.

Subsection 16.2.1 Bartender Retail Clerk employees who work any of the 9 city holidays specified in this Article 16 shall receive a rate of 2.5x's pay for hours worked on that day. All Bartender Retail Clerk classification employees will receive 8 hours straight time pay for the following holidays: Thanksgiving, Christmas, and Independence Day (unless they work that day, in which case they will receive the 2.5x's pay for hours worked, or the 8 hours straight pay, whichever is greater). In lieu of holiday pay, an employee may elect to take a different day off with pay to be used within one year of the holiday. Said day shall be scheduled in accordance with the vacation scheduling language of this agreement.

Subsection 16.2.2 The Bartender Retail Clerk classification shall take holidays on the day of the week the holiday is celebrated. (For example, if the Independence Day falls on a Saturday, Liquor store employees shall observe Saturday as the holiday).

Section 16.3. Any holiday falling on a Sunday will be celebrated by observing the following Monday as the paid holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the paid holiday, except for the Bartender Retail Clerk classification. Any holiday which falls during an employee's vacation, may be used as an additional day of pay or used instead of a vacation day, so long as no pyramiding occurs.

Section 16.4 Part-time employees (non Bartender Retail Clerk) shall be granted holidays on a pro-rata basis.

ARTICLE 17. INSURANCE

Section 17.1 The EMPLOYER will provide a base health plan with Medica or its equivalent successor for the purposes of calculating the employer contribution. The EMPLOYER SHALL PAY full cost of single coverage. Employees electing dependent coverage shall pay the remaining 20% increase in dependent coverage.

For employees hired after the execution of this Agreement, the EMPLOYER SHALL PAY 90% of the single coverage. Employees electing dependent coverage shall pay the remaining 20% increase in dependent coverage

Section 17.2 Improved coverage. Employees may elect to participate in an improved coverage health plan should it become available. The additional cost of said plan shall be paid by the employee. The Employer shall pay no more for dependent coverage than it pays for the base plan as described in Section 17.1

Section 17.3 The EMPLOYER shall provide term life insurance at an amount of \$50,000 for each regular, full-time employee.

Section 17.4. The EMPLOYER shall provide term life insurance at an amount of \$25,000 for each regular, part-time employee. Employees whose normal hours of work are under 40 hours per week ~~but over 16 hours per week~~ are eligible for this Section of the contract after 90 days of employment.

Section 17.5 There shall be no change in the medical or life insurance aggregate benefit level without the written consent of the UNION.

Section 17.6 Employees whose normal hours of work exceed thirty two (32) are eligible for the provisions of this Article.

Section 17.7 The EMPLOYER shall provide full single dental insurance. Employees who elect dependent coverage shall pay no more than \$10 per month toward the cost of dependent dental coverage.

Section 17.8 The Employer shall make available optional Long Term Disability and Short Term Disability insurance coverage through the Employer's insurance carrier, the costs of which, if elected by an employee, shall be borne by the employee through direct payroll deduction.

ARTICLE 18. SENIORITY AND REDUCTION IN FORCE.

Section 18.1. Seniority shall be in accordance with employee's last date of hire as a bargaining

unit member. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the department of the Employer and shall rank for seniority from the initial date of employment.

Section 18.2 The EMPLOYER shall prepare a seniority list on the date of this Agreement which will show the name and job title of all employees entitled to seniority. The EMPLOYER will keep the seniority list up to date and will provide the UNION with an up-to-date copy annually. This list will not include any non-bargaining unit employees.

Section 18.3. An employee shall lose seniority for the following reasons only:

Subsection 18.3.1. He/she resigns or is promoted outside of the bargaining unit.

Subsection 18.3.2. He/she is discharged.

Subsection 18.3.3. He/she does not return to work when recalled from layoff as set forth in the recall procedure.

Section 18.4 The word lay off shall mean a reduction in the working force and/or reduction in hours including but not limited to shortage of work, shortage of funds, abolition of a position, or change in organization. If it becomes necessary for a layoff, the following procedure shall be mandatory. Probationary, temporary and seasonal employees shall be laid off first. Bargaining unit employees will be laid off according to seniority within their department from which a job classification(s) will be laid off. No new employees shall be hired in a job classification layoff from which an employee laid off is Section 18.5 and is qualified to fill it.

Section 18.5 When the working force is increased after a layoff, employees will be recalled according to seniority in the reverse order of lay off, and the ability and qualification to perform the work available. Notice of recall shall be sent to employees at their last known address by Registered or Certified Mail. If the employee fails to report within ten (10) calendar days from the date mailing of notice of recall, he/she shall be considered as having resigned.

ARTICLE 19. JOB POSTING AND VACANCIES

Section 19.1. The EMPLOYER and the UNION agree that permanent job vacancies within this bargaining unit shall be filled based on the concept of promotion from within provided that applicants:

- (1) have the minimum qualifications to meet the standards of the job vacancy;
and
- (2) have the ability to perform the duties and responsibilities of the job

vacancy.

Section 19.2. Employees filling a higher job classification based on the provisions of Section 19.1 shall be subject to the conditions of Article 8.

Section 19.3. Where two or more employees meet a job classification's minimum requirements and possess the required abilities, employees with highest departmental seniority shall be awarded the position.

Section 19.4. The EMPLOYER is obligated to hire employees seeking promotion or transfer, regardless of department, prior to advertising outside the bargaining unit who meet subject to satisfaction of the other terms specified in Agreement the standards set forth 19.1.

Section 19.5. Job vacancies within the designated bargaining unit will be posted at the City Hall, City Garage and Municipal Liquor Store for five (5) working days so members of the bargaining unit can sign the posting list and be considered for such vacancies. Job postings shall include the position's general duties, rate of pay, classification and initial job assignment. All persons desiring to apply for said vacancy shall apply within that five (5) day period, or have indicated their interest on the appropriate form.

ARTICLE 20. NO STRIKE-NO LOCK OUT

Section 20.1. The UNION agrees not to engage in an unlawful strike against the EMPLOYER for the period of time this agreement is in effect. Any strike shall be in accordance with the Act.

Section 20.2. The EMPLOYER shall not lockout employees for the period of time this agreement is in effect.

ARTICLE 21. GENERAL PROVISIONS

Section 21.1. Non Discrimination. The EMPLOYER and the UNION shall provide for equal employment opportunities and membership in the UNION without regard to race, color, religion, national origin, political affiliation, disability, marital status, status with regard to public assistance, sex, or age.

Section 21.2. Safety. The EMPLOYER and the UNION agree regarding the necessity of establishing safe and healthy working conditions. Employees are obligated to cooperate in the implementation of reasonable regulations establishing such conditions. Failure by employee to adhere to proper safety procedures may result in disciplinary action.

Section 21.3. Eye glasses. The EMPLOYER shall provide the General Maintenance classification \$50 per year toward the purchase of prescription safety lenses or

reimbursement of broken or damaged eye glasses (lenses and frames) if said damage is proven to be work-related.

Section 21.4. Work boots. Each General Maintenance classification employee shall be entitled to an annual work boot allowance of \$100 upon receipt of purchase from the employee. Employee's seeking a safety shoe allowance shall be obligated to regularly wear the safety shoes purchased with said allowance.

Section 21.5. Tools. The EMPLOYER shall furnish all tools necessary for the General Maintenance classification to accomplish their assigned tasks and work responsibilities. Replacement tools shall also be provided. Employees are responsible for the proper care and maintenance of all tools furnished.

Section 21.6. Uniforms. The uniform policy in effect at the signing of this agreement shall remain in effect.

Section 21.7 Tuition. The EMPLOYER shall pay all tuition and textbook costs for schooling and licenses required by the EMPLOYER. Employees seeking to advance their skills and qualifications for the purposes of promotion shall be entitled to reimbursement under the provisions of this Section and art 7, sec 7.9.

Section 21.8. Liquor Store Severance. Any Bartender Retail Clerk with five years or more service whose job is eliminated through sale, transfer, or closing of the Liquor Store shall be entitled to: cash payment of all earned vacation; sick leave severance pay (if eligible); unemployment compensation; and continued employer-paid health insurance until such time the employee becomes eligible for health insurance under a new employer, or for a period not to exceed six months, whichever comes first.

Section 21.9. Mileage. Employees using their personal vehicles for City business shall be reimbursed at the appropriate Internal Revenue Service rate per mile. Such reimbursement shall become effective from date of IRS annual notice. Unless directed to do so, employees who use their personal vehicle for city business must receive prior approval from the City Clerk/Administrator.

Section 21.10. Jury Duty. An employee called to jury duty, or subpoenaed as a witness in a trial or deposition regarding city business shall be entitled to the difference between his/her pay and the per diem paid for jury duty or the witness fee. Jury duty/witness expenses shall not be included in the per diem/fee.

ARTICLE 22. OBLIGATION TO BARGAIN

Section 22.1 This Agreement may be amended any time during its life upon 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.

Section 22.2 Any wage or working condition issue not covered by this agreement is subject to bargaining between the EMPLOYER and the UNION.

ARTICLE 23. WAGES AND CLASSIFICATIONS

Section 23.1 Job descriptions for all positions in the bargaining unit shall be attached to this Agreement.

Section 23.2. Wages shall be as reflected in the attached WAGE SCHEDULE. New rates of pay shall be in accordance with the following schedules:

SCHEDULE	January 1, 2016 increase	January 1 wages are as reflected in the WAGE
	January 1, 2017 increase	2.5%
	January 1, 2018 increase	2.5%

Percent between steps 10-40 years shall be 2% on 5 year increments.

Section 23.3 Wages shall advance from Starting to Step One on the employee's anniversary date for employees in this bargaining unit as of July 31, 2012.

Employees not in this bargaining unit as of July 31, 2012 will not advance in steps.

The following rates of pay shall take effect January 1, 2016:

SEE Wage Schedule attached

Section 23.4 Nonunion employees attaining bargaining unit membership shall receive as their pay either the starting wage of their classification or retain their current wage, whichever is the greater amount, and shall be placed on the scale in a position nearest to their current wage.

ARTICLE 24. COMPLETE AGREEMENT

Section 24.1. This Agreement shall represent the complete agreement between the UNION and the EMPLOYER.

Section 24.2. 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.

Section 24.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.

ARTICLE 25. SAVINGS CLAUSE.

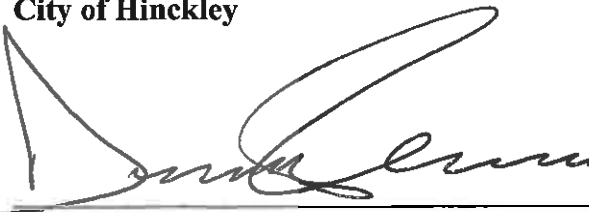
Section 25.1. This Agreement is subject to the laws of the United States and the State of Minnesota. In the event that any provision, phrase or clause of this Agreement shall at any time be declared invalid by any court having jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all provisions remain in full force and effect. Void provisions may be re-negotiated at the request of either party.

ARTICLE 26. DURATION

The terms and provisions of the Agreement, except where specifically noted otherwise herein, shall become effective January 1, 2016 (with wage adjustments effective as of January 24, 2016), and shall extend through December 31, 2018 and shall be automatically renewed from year to year thereafter, unless negotiations are initiated pursuant to the Public Employment Labor Relations Act of 1971, as amended.

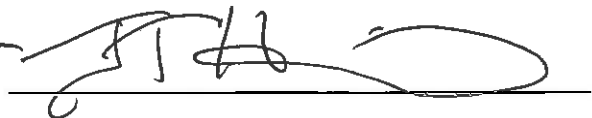
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the latest date affixed to the signatures hereto.

City of Hinckley



Mayor

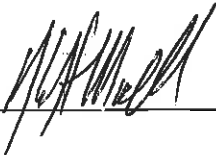
**American Federation of State,
County and Municipal Employees,
Council 65, Local 1647, AFL-CIO**



Staff Representative

Dated: 11/23/2016

Dated: 11/23/2016



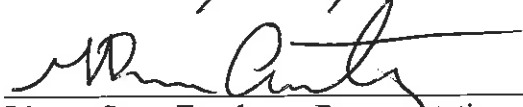
City Clerk/Administrator

Dated: 11/23/14



Public Works Employee Representative

Dated: 11/23/2016



Liquor Store Employee Representative

Dated: 12-2-16

WAGE SCHEDULE

Positions and Employees	Base Wages*									
	As of 12/31/2015	Market Adjustment	Effective 1/1/2016	Longevity (before 1/1/2017)	As of 12/31/2016	Effective 1/1/2017 (2.50% general increase)	Longevity (before 1/1/2018)	As of 12/31/2017	Effective 1/1/2018 (2.50% general increase)	Longevity (before 1/1/2019)
Bartender Retail Clerks										
Mary Simmer	\$ 14.13	3.25%	\$ 14.59	\$ -	\$ 14.59	\$ 14.95	\$ 0.30	\$ 15.25	\$ 15.63	\$ -
Kim Linder	\$ 13.90	3.50%	\$ 14.39	\$ 0.29	\$ 14.68	\$ 15.05	-	\$ 15.05	\$ 15.43	\$ -
George Armstrong	\$ 13.94	3.12%	\$ 14.37	-	\$ 14.37	\$ 14.73	-	\$ 14.73	\$ 15.10	\$ -
Jarah Haley	\$ 13.24	1.50%	\$ 13.44	-	\$ 13.44	\$ 13.78	-	\$ 13.78	\$ 14.12	\$ -
Leanne Grnsteiner	\$ 11.64	1.50%	\$ 11.81	-	\$ 11.81	\$ 12.11	-	\$ 12.11	\$ 12.41	\$ -
Nancy Sorenson	\$ 14.37	0.00%	\$ 14.37	-	\$ 14.37	\$ 14.73	-	\$ 14.73	\$ 15.10	\$ -
Tracey Colsrud	\$ 11.50	0.00%	\$ 11.50	-	\$ 11.50	\$ 11.79	-	\$ 11.79	\$ 12.08	\$ -
Utility Billing Clerk										
Kris Bottleson	\$ 16.25	1.50%	\$ 16.49	-	\$ 16.49	\$ 16.90	-	\$ 16.90	\$ 17.32	\$ -
General Maintenance										
Richard Dunagan	\$ 17.39	1.50%	\$ 17.65	-	\$ 17.65	\$ 18.09	-	\$ 18.09	\$ 18.54	\$ -
Timothy Buckner	\$ 16.50	0.00%	\$ 16.50	-	\$ 16.50	\$ 16.91	-	\$ 16.91	\$ 17.33	\$ -
Travis Kohler	\$ 16.50	0.00%	\$ 16.50	-	\$ 16.50	\$ 16.91	-	\$ 16.91	\$ 17.33	\$ -

*Base wages are projected based on general and longevity increases and continuous active employment with Employer.

Starting hourly wages for new employees shall be as follows:
 2016: \$16.50 Maintenance, \$14.44 Billing Clerk, and \$11.50 for Bartender/Retail Clerk. (subject to the 2017 and 2018 2.5% COLAs)
 The parties will continue to work towards a full wage scale in the future.

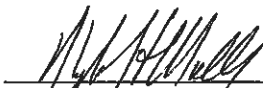
MEMORANDUM OF UNDERSTANDING
by and between
AFSCME, LOCAL #1647 City of Hinckley
and
City of Hinckley

The intent and purpose of this Memorandum of Understanding is to document in writing certain agreements made in connection with the Collective Bargaining Agreement (CBA) between City of Hinckley, Minnesota (hereinafter, the City) and the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter, the Union) which covers the period January 1, 2016-December 31, 2018.

Whereas, having discussed in connection with negotiation of the 2016-2018 contract, the undersigned parties agree to the following:

1. Any mid-contract market wage adjustments for any employee or class of employees shall be negotiated with the Union and reflected in writing,
2. In the event of changes to the job description of the Maintenance Worker position, the parties will meet and negotiate appropriate adjustments to the wages,
3. Starting hourly wages for new employees shall be as follows (subject to the 2017 and 2018 COLAs): \$16.50 Maintenance, \$14.44 Billing Clerk, and \$11.50 for Bartender/Retail Clerk. The parties will continue to work towards a full wage scale in the future. The City agrees to meet and discuss the wage schedule with the Union upon its request.
4. The City agrees to join a joint petition for unit clarification if presented by the Union.
5. In the event that medical insurance premiums are increased by a minimum of 10% for any year, the employer and the union representatives shall be authorized to investigate other insurance coverage options to achieve the city's goal of keeping any year's insurance premium increase below 10%. All proposed insurance coverage changes, to include carrier, must be agreed to by the membership of AFSCME 65 prior to implementation.

November 23, 2016



Kyle Morell, City Administrator



JT Haines, AFSCME Business Agent



Bruce Armstrong, AFSCME Local 1647 Chapter President

