

**LABOR AGREEMENT**

between the



**CITY OF PINE CITY**

and



**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
PUBLIC WORKS AND ADMINISTRATION DEPARTMENTS EMPLOYEES**

**LOCAL UNION #1647**

**January 1, 2017- December 31, 2019**

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**LABOR AGREEMENT  
BETWEEN  
THE CITY OF PINE CITY  
AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
LOCAL NO. 1647**

**January 1, 2017 - December 31, 2019**

**ARTICLE 1. PURPOSE**

- 1.1 This Agreement, entered into by the City of Pine City, 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.
- 1.2 This Agreement is pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the Act.

**ARTICLE 2. RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other conditions of employment for all employees within the Public Works, Administration and Parks and Recreation Departments in the City of Pine City who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding; ice rink attendants, Water Safety Instructors (WSI), Lifeguards, and instructors for recreational programming.
- 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. MANAGERIAL AUTHORITY**

- 3.1 The EMPLOYER shall have the right to determine the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and the number of personnel.

**ARTICLE 4. UNION SECURITY**

- 4.1 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.

- 4.2 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choices.
- 4.3 Section a. 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 b. 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 upon.

Section 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.

- 4.4 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.

## ARTICLE 5. DEFINITIONS

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

- 5.1 Base Pay Rate. The employee's basic hourly pay rate exclusive of overtime premium or any other special allowances.
- 5.2 Days. Unless otherwise specified, means working days.
- 5.3 Regular Full-time Employee. A member of the exclusively recognized bargaining unit, as defined in the Article 2 Recognition, who has completed the required probationary period, and who is scheduled to work 36 hours or more per week.
- 5.4 Regular, part-time employee. A member of the exclusively recognized bargaining unit, as defined in the Article titled Recognition, who has completed the required probationary period but works less than 36 hours per week. Regular, part-time employees who work at least 25 hours per week shall receive pro-rata holiday, vacation leave, sick leave, health insurance, dental insurance, and life insurance benefits.
- 5.5 Temporary Employees. 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 PELRA Chap. 179A)
- 5.6 Union. Local 1647, Council 65, AFSCME.

- 5.7 Employer. City of Pine City, or its designated representative.
- 5.8 Call Back. Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call-back.
- 5.9 Department. Public Works, Administration, and Parks and Recreation.
- 5.10 Work Week. The normal work week shall consist of 40 hours to be accounted for by each regular employee through hours worked, vacation time, sick time, or compensatory time taken.

The normal work week shall consist of either five (5), eight (8) consecutive hour shifts; four (4), nine (9) consecutive hour shifts and one (1), four (4) consecutive hour shift; or four (4), ten (10) consecutive hour shifts. Shifts are exclusive of meal periods. The EMPLOYER retains sole discretion in determining the number of eight, nine, and ten hour shift schedules.

The EMPLOYER will use its best efforts to accommodate employee scheduling requests. Split shifts or weekly shifts not described above shall not be scheduled except by mutual agreement of the EMPLOYER and affected employee.

Employees shall be scheduled to work on a regular work shift, except in cases of emergency and each work shift shall have a regular starting and quitting time. Any work scheduled over the established shift length or forty hours per week shall be considered as overtime. If the City shall deem a change in shift necessary, the City will give the UNION a four (4) week notice as to the change.

## ARTICLE 6 . GRIEVANCE PROCEDURE

- 6.1 For the purpose of the grievance procedure, grievance is defined as dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
- 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 ten (10) working days after the occurrence of the event giving rise to the grievance, or ten (10) working days after the employee, through the use of reasonable diligence, gained knowledge of the occurrence, meet on an informal basis with the department supervisor, as designated by the City, in an attempt to resolve the grievance. The department supervisor shall attempt to resolve the grievance within ten (10) working days.

Step 2. In the event the grievance is not satisfactorily resolved by the Supervisor, the employee and/or the UNION Steward shall reduce the alleged grievance to writing to serve it upon the City Administrator within ten (10) working days following the receipt of the Employer's Step 1 answer.

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. Within ten (10) working days following receipt of the written statement of the grievance, the City Administrator 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 3. If the grievance remains unresolved, the UNION may proceed to Step 3 within ten (10) working days following receipt of the EMPLOYER'S Step 2 answer by presenting the grievance in writing to the City Council. The City Council shall meet with the grieving parties at the next Council meeting after receiving notice of the UNION'S intention to proceed with the grievance pursuant to Step 3. The Council shall inform the Union of their response within ten (10) working days of the Council meeting.

Step 4. If the parties are unable to reach agreement within ten (10) working days after the Step 3 meeting, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.6.3 In the event grievance arbitration becomes necessary, a list of 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.

- 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.
- 6.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him/her.
- 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.
- 6.7 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limit, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

## ARTICLE 7. DISCIPLINE AND DISCHARGE

- 7.1 The EMPLOYER will discipline for just cause only. Discipline will be one or more of the following forms:
  - a. oral reprimand
  - b. written reprimand

- c. suspension
- d. demotion
- e. discharge

- 7.2 Suspensions, demotions, and discharges will be in written form.
- 7.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 7.4 Employees may examine their complete individual personnel file at reasonable times under direct supervision of the EMPLOYER.
- 7.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 7.6 Grievances relating to this Article shall be initiated by AFSCME in Step 1 of the grievance procedure under Article 5.2.
- 7.7 Letters of reprimand will be removed from the personnel file of an employee if no further discipline occurs within the following two (2) year period from the date of the letter of reprimand.

#### ARTICLE 8. PROBATIONARY PERIODS

- 8.1 All newly hired and rehired employees will serve a six (6) month probationary period.
- 8.2 All promoted or transferred employees will serve a six (6) month probationary period unless the Employer decides to reduce or waive the probationary period. The Employer will inform the Union of any reduction or waiver of probationary period.
- 8.3 Newly promoted or transferred employees may use all accrued leaves after having served six months of continuous employment with the City.
- 8.4 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER. A promoted or transferred employee may be replaced in his/her previous position at the sole discretion of the EMPLOYER at any time during the probationary period.
- 8.5 Promoted and transferred employees may, upon written request, voluntarily return to their previous positions within sixty (60) days of the promotion or transfer date.
- 8.6 At the City Council meeting prior to the expiration of the probationary period, the City Administrator will recommend whether the employee will be appointed, probation extended, or terminated. If the probationary period will be extended, the City Administrator will recommend a probationary period extension of no more than 6 calendar months (to be determined in 3 month increments). The employee will be informed in writing of the Council's decision. In the event of probation extension, the Union will also be notified.

- 8.7 An employee who has worked in a temporary capacity in a job class for which they are hired as a permanent employee will receive credit for probationary time served based on the total number of continuous hours worked immediately prior to the appointment.

#### ARTICLE 9. COMPENSATION AND PREMIUM PAY

- 9.1 Amount. Employees of the City shall be compensated according to the schedule established by the City Council and the UNION. Any wage or salary so established is the total remuneration for employment, but shall not be considered as reimbursement for official business. Unless approved by the Council, no employee shall receive pay from the City in addition to the salary authorized for the position or positions to which he/she has been appointed.
- 9.2 Overtime. Employees to whom the State Fair Labor Standards Act applies shall be compensated for overtime rates at one and one-half the regular rate of pay. Overtime must be approved by the department supervisor or the City Administrator in the absence of the supervisor. To the extent permitted by law, compensatory time off shall be taken as approved by the department supervisor for periods of not less than one hour at a time and with at least a 24 hour notice for the request. Employees may accumulate up to 240 hours compensatory time. All compensatory hours in excess of 100 hours as of December 15<sup>th</sup> of each year shall be paid out as overtime at the current year's wage rate. A check, separate from the regularly scheduled payroll check, will be issued for compensatory time pay out.
1. For regular employees, see definition of work week schedule for overtime calculation. For regular, part-time employees overtime is calculated after 40 hours of work in one week (sick leave, compensatory time taken or vacation leave taken do not count as hours worked when calculating overtime).
  2. Employees may accrue up to 240 hours compensatory time. After banking 240 hours, additional overtime worked must be compensated by monetary payment at the rate of 1-1/2 times the normal pay rate for each hour of overtime.
  3. All employees shall be compensated for all hours worked. Employees may elect overtime compensation to be paid in the form of overtime pay or compensatory time at the overtime rate.
  4. Employees working under emergency situations or any other help needed beyond 40 hours during the regular work week shall be compensated either by 1-1/2 hours of time off for each additional hour worked, or by a rate of pay 1-1/2 times the normal rate for each additional hour worked with a 2 hour minimum call out.
- 9.3 Pay Days. Regular and normal pay days shall be established as per City policy. The City will have 26 regularly scheduled pay periods.
- 9.4 Performance Evaluation. Each City employee shall be entitled to annual evaluation by department supervisor and/or City Administrator.
- 9.5 Work Hours. Work schedules for personnel shall be established by the appropriate department supervisor and records of such schedules shall be kept for the approval and review of the City Administrator and City Council. There shall be two paid rest



periods of 15 minutes each. Employees working early-start hours shall receive one (1) 30 minute paid breakfast break and one (1) paid 15 minute rest break. For the purposes of this section, early start refers to Public Works Employees who begin work prior to 5:00 a.m. Employees may be allowed to combine breaks with the approval of the department supervisor and/or City Administrator. Bargaining unit work shall not be reassigned to non-bargaining unit employees.

- 9.6 Stand By. Employees who are required to be on stand -by shall receive compensation per each day of stand-by at a rate of \$30.00 per day, the rate for Thanksgiving Day and Christmas Day only will be \$40.00. Said stand by pay shall be paid in addition to any other form of compensation.

The stand by employee assigned to perform the dog catching responsibilities will receive an additional \$25.00 per week to perform these duties. If an employee must respond to a dog complaint after normal work hours the call is subject to the two-hour call-out minimum.

The stand by employee must be available to work other than the normal work hours when called by the Public Works Supervisor, Public Works 4, or City Administrator. Response time shall be 60 minutes or less. Employees that have a CDL are expected to refrain from alcohol consumption when on standby so that the individual does not respond impaired. Stand by will rotate among the public works staff on a weekly basis. Any changes to the stand by rotation must be approved in advance by the Public Works Supervisor or Public Works 4. The stand by week is from 3:00 pm Friday until 3:00 pm the following Friday.

When any Public Works Employee is assigned as shift leader in the absence of the Public Works Supervisor for a period of one week or longer, that employee will receive \$150.00 per week as out of classification pay to reflect the additional on-call responsibilities.

An employee who works more than one (1) hour in an assigned shift leader capacity will receive an additional \$2.00 per hour for all hours worked in that capacity.

When any Public Works Employee, is assigned by the Public Works Supervisor and/or the Public Works 4, as a shift leader (i.e. taking responsibility for emergency and phone contact – day and evening) in the absence of the PW Supervisor and /or PW4 will receive \$150.00 per week as out of classification pay to reflect the additional responsibility. This amount shall be pro-rated per day for periods less than one week.

Off duty phone calls: Employees being called at home during off duty hours by a supervisor shall be paid for time in 15 minute increments. Employees receiving any work related calls from someone other than a supervisor shall direct the call to the supervisor. Employees receiving a call at home will not be made to leave early the following day to avoid the payment of overtime.

#### ARTICLE 10 VACATION

**\*\*Employees hired before November 2011 shall have the option to choose either the Vacation/Sick leave or the Combined Leave provisions of this contract. Employees hired after November 2011 shall receive Combined Leave and do not have the option to choose Vacation/Sick Leave. If an Employee hired before November 2011 chooses to switch from Vacation/Sick to Combined Leave, said employee forfeits their right to choose Sick/Vacation.\*\***

10.1 Vacation Leave with Pay. Vacation shall be given to employees as follows:

<u>Completed Yrs of Service</u>	<u>Days/Hours Earned</u>	<u>Per Pay Period</u>	<u>Maximum Carryover</u>
0-1	5 days (40 hours)	1.54 hours	40 hours
2-3	10 days (80 hours)	3.08 hours	80 hours
4-7	12 days (96 hours)	3.69 hours	120 hours
8-10	15 days (120 hours)	4.62 hours	240 hours
11-19	18 days (144 hours)	5.54 hours	240 hours
20-25 year	24 days (192 hours)	7.38 hours	240 hours
25 or more years	25 days (200 hours)		

10.2 Accrual. An employee shall not be allowed to carry over more than 240 hours accrued vacation on January 1<sup>st</sup>.

10.3 When Taken. Vacation leave may be used as earned subject to approval by the department supervisor. Employees may take no more than 24 consecutive vacation days, unless approved by the employer by reason of special circumstances. Department supervisors will approve or deny vacation requests that are for more than three consecutive work days within five working days from the date of submission. Employees must submit vacation requests for more than three consecutive work days at least two weeks in advance of the requested vacation leave.

10.4 All employees shall be required to take a minimum of 80 hours of their vacation accrual each year. The employee may then decide to convert their vacation hours from the end of the previous year to cash as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS OF CONVERSION ALLOWED</u>
More than 4 yrs but less than 8 yrs	16 hours
More than 8 yrs but less than 11 yrs	40 hours
More than 11 yrs but less than 20 yrs	64 hours
Over 20 years	120 hours

A. The employee may choose to convert their vacation into a monetary value.

B. The Employee must notify the Employer before September 10th of each year. Notification must be in writing and turned into Payroll, payment will be received with the last payroll of September.

10.5 Applicability to Leave Benefits. During the probationary period a newly hired or rehired employee may use accrued vacation leave after six months of continuous employment with the City.

10.6 Separation of Employment. An Employee leaving employment will be compensated for Employee's vacation leave, and compensatory time accrued and unused to date of separation. Article 9.9 applies to sick leave severance. Article 17.6 Applies to retiree Health Insurance Benefits.

## ARTICLE 11. SICK LEAVE

- 11.1 Employees shall earn sick leave at the rate of eight (8) hours for each month of full-time employment. Sick leave may be accumulated to a maximum limit of 110 days. Part-time employees refer to Section 4.4. Probationary employees are entitled to use sick leave under the same conditions as a regular employee.
- 11.2 Sick leave with pay must be used only for the following reasons:
- a. Personal illness or physical incapacity which renders the employee unable to perform assigned job duties and responsibilities.
  - b. Required medical care.
  - c. Exposure to contagious disease under circumstances in which the health of the employees with whom the employee is associated or members of the public with whom the employee deals would be endangered by the employee's attendance on duty.
  - d. Illness or injury to a member of the employee's immediate family which requires the employee's personal care and attendance provided adequate reasons are given to the EMPLOYER.
- 11.3 For the purpose of this Article, eligible uses of sick leave are defined in MNSS181.9413.
- 11.4 Employees who become ill or injured while on approved vacation leave may utilize sick leave in lieu of vacation at the sole discretion of the City Administrator.
- 11.5 An employee on sick leave shall inform the supervisor of this fact and the reason therefore prior to the commencement of the scheduled work day, unless circumstances prevent the employee from notifying the EMPLOYER of the fact.
- The EMPLOYER may require written medical verification of the employee's absence after three (3) days. Using or claiming sick leave for a purpose not authorized under Section 9.2 may be cause for disciplinary action.
- 11.6 An employee receiving sick leave with pay who simultaneously receives compensation under Worker's Compensation shall receive, for the duration of such compensation, only that portion of his/her regular net wage per hour which will, together with said compensation, equal his/her regular net wage per hour. The accrued sick leave of the employee will be reduced only in proportion to the amount of compensation paid by the City. An employee receiving Worker's Compensation shall not be required to pay Union dues.
- 11.7 An employee who has been unable to report to work for a period of time because of illness or injury may be required before being permitted to return to work to furnish the EMPLOYER with medical evidence that said employee is able to perform all significant duties of the job in a competent manner and without hazard to himself/herself and others.
- 11.8 Accrual During Leave. For the purpose of accumulating additional vacation or sick leave, an employee using earned vacation leave or sick leave is considered to be working.

11.9 Sick Leave Severance. Employees) with more than ten (10) years of service shall receive payment of 50% of their unused sick leave accrual, to a maximum of 440 hours upon retirement as per PERA eligibility. At the point of separation, the severance shall be transferred to the Health Care Savings Plan administered by MSRS. Upon the Employee's death, contributions owed but not yet paid to the Health Care Savings Plan will be paid to the Employee's estate.

11.10 Family Medical Leave. The Family and Medical Leave Act (FMLA) is intended to insure employees a minimum amount of time away from work to tend to personal or family illnesses. The FMLA does not require such time to be paid leave. In no event will sick leave, maternity leave, parenting leave, FMLA leave, or other similar leaves be "compounded" or "pyramided" to allow them to run consecutively.

Employees must have worked 1,250 hours or more during the year prior to the leave request to be eligible for FMLA leave. After the employee uses five or more consecutive days of sick leave it will be then designated as FMLA leave. The employee, or department supervisor if the employee is hospitalized or unavailable, is responsible for completing the form to request FMLA leave.

The FMLA currently requires the ability to use twelve weeks of total leave within a specified twelve-month period. For purposes of establishing the twelve-month period for maximum allowed FMLA leave, the period shall start on the day of the first leave requested under FMLA. If an eligible employee qualifies for more than one type of leave, the most generous provisions applicable to any part of the terms or conditions of such leave may be utilized. Likewise, the employee will be deemed to have applied for all applicable leave(s) and any time limits imposed under the provision of the leave will run concurrently.

11.11 Catastrophic Sick Leave Bank. Employees who have reached their maximum sick leave accumulation of 110 days shall have their monthly accumulation placed in an individual catastrophic sick leave bank to be used only after an employee has exhausted all other sick leave, vacation or compensatory time. In no case shall any catastrophic sick leave hours be calculated in the payment of severance. Employees who have drawn down all accrued leaves to level of 40 hours may access their catastrophic sick leave bank.

11.12 Leave Donation Policy. The City and Union agree to meet to implement a leave donation committee for catastrophic reasons should an incident occur.

## ARTICLE 12.COMBINED LEAVE

Combined Leave is authorized absence from duty with pay.

\*\*Employees hired before November 2011 shall have the option to choose either the Vacation/Sick leave or the Combined Leave provisions of this contract. Employees hired after November 2011 shall receive Combined Leave and do not have the option to choose Vacation/Sick Leave. If an Employee hired before November 2011 chooses to switch from Vacation/Sick to Combined Leave, said employee forfeits their right to choose Sick/Vacation. Selection of this plan shall be in writing to the City Administrator (in place of the following Articles: Article 10 Vacation Leave with Pay; Article 11 Sick Leave, with the exception of 11.10 Family Medical Leave; and, Article 12 Funeral Leave):

- 12.1 Amount allowed. Full time employees are eligible for Combined Leave. An employee may not use scheduled Combined Leave until successful completion of his or her probationary period, although Combined Leave accumulates during this time. Employees will earn combined leave as follows:

Accrual Rates

1st year	136 hours (17 days)	5.231 hours/pay period
2 <sup>nd</sup> & 3 <sup>rd</sup> years	176 hours (22 days)	6.770 hours/pay period
4 <sup>th</sup> thru 7 <sup>th</sup> years	192 hours (24 days)	7.385 hours/pay period
8 <sup>th</sup> -10th years	216 hours (27 days)	8.307 hours/pay period
11th-19th years	240 hours (30 days)	9.231 hours/pay period
20 - 25 years	288 hours (36 days)	11.077 hours/pay period
After 25 years of service	296 hours (37 days)	11.384 hours/pay period

- 12.2 Accrual. Combined Leave is accrued on a pay period basis and may be used subsequent to the pay period in which it was earned. Maximum Combined Leave accrual is 540 hours.
- 12.3 Leave Requirement. All employees shall be required to take a minimum of 100 hours of their earned Combined Leave each accrual year (provided the hours are available). No time off is required during an employee's first benefit year. The difference between the minimum time off required to be used per year and any lesser amount used will be lost. (Example: required to use 100 hours, only used 58 hours- employee would lose 42 hours.) The City Administrator may grant exceptions upon extenuating circumstances. It is the employee's responsibility to monitor these hours.
- 12.4 Scheduled Combined Leave shall be requested at least seven (7) days prior to time off, or as soon as the employee becomes aware of the time off need.
- Employees must receive permission from the Department Supervisor or City Administrator prior to taking any scheduled Combined Leave.
  - All requests for three (3) or more consecutive days off shall be made in writing by the employee to the Department Supervisor.
  - Requests will be reviewed and granted based on the needs of the Department and/or City operations.
  - Priority will be given to the earliest date of request.
- 12.5 Unscheduled Combined leave. Employees must notify the Department Supervisor/City Administrator within 24 hours of taking unscheduled Combined Leave. If three (3) or more consecutive days of unscheduled Combined Leave are used; the employer may require verification to validate the unscheduled absences.
- 12.6 An employee on sick/combined leave shall inform the supervisor of this fact and the reason therefore prior to the commencement of the scheduled work day, unless circumstances prevent the employee from notifying the EMPLOYER of the fact. For purposes of this Section, who you can use this leave for is defined in MNSS181.9413

The EMPLOYER may require written medical verification of the employee's absence after three (3) days. Using or claiming sick leave for a purpose not authorized under Minnesota State Statute may be cause for disciplinary action.

- 12.7 An employee receiving sick leave with pay who simultaneously receives compensation under Worker's Compensation shall receive, for the duration of such compensation, only that portion of his/her regular net wage per hour which will, together with said compensation, equal his/her regular net wage per hour. The accrued sick leave of the employee will be reduced only in proportion to the amount of compensation paid by the City. An employee receiving Worker's Compensation shall not be required to pay Union dues.
- 12.8 An employee who has been unable to report to work for a period of time because of illness or injury may be required before being permitted to return to work to furnish the EMPLOYER with medical evidence that said employee is able to perform all significant duties of the job in a competent manner and without hazard to himself/herself and others.
- 12.9 Employee's receiving Worker's Compensation may use (at the employee's discretion) accrued Combined Leave hours to return to 100% of their net salary.
- 12.10 Accrued sick leave. Previously accrued extended sick leave hours must be used prior to beginning an unpaid leave of absence for medical reasons in accordance with 13.11, Extended Sick Leave Bank.
- 12.11 Unpaid leave. An employee taking an unpaid leave of absence for other than medical reasons must use all accrued Combined Leave hours before beginning unpaid leave.
- 12.12 Separation of employment. Any employee, or the employees estate, leaving the employment of the City will be compensated 100% for Combined Leave accrued, up to 300 hours, to the day of separation provided said employee has successfully completed their probationary period. Pay for accumulated Combined Leave will be at the same rate as the hourly rate prior to separation. Combined Leave may not be used to extend an employee's actual separation date.
- 12.13 Conversion Options. No hours may be converted during the employee's first year of employment. Following the first year, the employee may convert their Combined Leave hours from the end of the previous year, with notification to the City Administrator to cash as follows:

<u>YEARS OF SERVICE</u>	<u>HOURS OF CONVERSION ALLOWED</u>
More than 1 yr but less than 5 yrs	60 hours
More than 5 yrs but less than 10 yrs	80 hours
More than 10 yrs but less than 15 yrs	100 hours
Over 15 years	120 hours

A. An employee may choose to convert Combined Leave into a monetary value and/or an amount to be deposited into their HSA and/or a retirement account. The maximums must be within the guidelines set by the IRS.

B. An employee may request one or both conversion options once annually. Notification/request must be in writing and turned in to Payroll and the City Administrator.

**12.14 Extended Sick Leave Bank.**

A. All unused sick leave hours will be frozen at full value, up to 880 hours, and there will be no further accrual, and this can be used prior to using any current leave time for sickness only.

B. In the event of each illness, injury or disability, time off may be taken from the Extended Sick Leave Bank or the Combined Leave account, at the employee's choice.

C. Employees may choose to leave up to 40 hours in their Extended Sick Leave bank before taking another form of leave.

D. Employee's receiving Worker's Compensation may use (at the employee's discretion) the Extended Sick Leave Bank to return to 100% of their current salary.

E. Employees with more than ten (10) years of service upon retirement shall receive payment of 50% of any remaining balance, at the pay rate at the time of retirement. At the point of separation, the severance shall be transferred to the Health Care Savings Plan administered by MSRS. Upon the Employee's death, contributions owed but not yet paid to the Health Care Savings Plan will be paid to the Employee's estate.

**12.15 Catastrophic Sick Leave Bank.** Employees who have reached their maximum sick leave accumulation of 110 days shall have their monthly accumulation placed in an individual catastrophic sick leave bank to be used only after an employee has exhausted all other sick leave, vacation or compensatory time. In no case shall any catastrophic sick leave hours be calculated in the payment of severance. Employees who have drawn down all accrued leaves to level of 40 hours may access their catastrophic sick leave bank.

**12.16 Accrual During Leave.** For the purpose of accumulating additional Combined Leave, an employee using earned Combined Leave is considered to be working.

**12.17 Funeral Leave**

A. Each employee shall have available two (2) days of funeral leave per year to be used for the death of a member of the employee's immediate family. This benefit shall not accrue from year to year and is separate from sick or combined leave. After the two days of funeral leave, an employee shall be allowed one additional work day with pay to be deducted from sick or combined leave for a death in the immediate family. Immediate family is defined as mother, father, spouse, children, sister, brother,

mother-in-law, father-in-law, daughter/son-in-law, grandchildren, grandparents and grandparents of spouse.

B. An employee shall be allowed one (1) working day to be deducted from sick or combined 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 and nephew.

C. An employee shall be allowed one-half (1/2) day to be deducted from sick or combined leave for attending the funeral of a co-worker or previous co-worker (at the discretion of the department supervisor).

#### ARTICLE 13. MILITARY LEAVE - JURY DUTY LEAVE

13.1 Military Leave. Every employee to whom Minnesota Statutes Section 192.26 or 192.261 applies is entitled to the benefits afforded by those sections subject to the conditions therein prescribed.

13.2 Jury Duty. Employees who are required to serve on a jury or are subpoenaed to appear as a witness shall suffer no loss of pay for service. The employee will sign over any per diem to the city and shall be paid full wages. Employees shall retain jury/witness mileage and expense checks. Employees who serve a full day on jury duty shall not be required to report to work for an evening work shift and shall be paid for that shift. Employees who are excused early from jury duty may be required to report back to work at the discretion of the employee's supervisor.

#### ARTICLE 14. MATERNITY-PATERNITY-ADOPTION LEAVE

14.1 Any regular, full-time employee may be granted a maternity-paternity-adoption leave of absence for a period of twelve weeks. This leave coincides with any leave requested under the Family Medical Leave Act (FMLA) and shall not be pyramided with leave under FMLA. An employee can use combined leave and/or vacation or sick leave for a paid maternity-paternity-adoption leave for up to twelve weeks. After all leave is exhausted, an employee does not continue to earn additional combined leave and /or vacation or sick leave until the employee returns to work.

#### ARTICLE 15. LEAVES WITHOUT PAY

15.1 The City Administrator, with department supervisor consultation, may grant any regular employee a leave of absence without pay for a period not exceeding 90 days except that it may extend such leaves to a maximum period of six (6) months in case the employee is disabled or where extraordinary circumstances, in its judgment, warrant such extension. No combined leave, vacation or sick leave benefits shall accrue during leave of absence without pay.

#### ARTICLE 16. PAID HOLIDAYS

16.1 The following calendar days and such other days as the Council may determine as paid holidays:



New Year's Eve Day  
New Year's Day  
Martin Luther King Day (the third Monday in January)  
Washington's and Lincoln's Birthday (the third Monday in February)  
Memorial Day (the last Monday in May)  
Independence Day  
Labor Day  
Veteran's Day, November 11  
Thanksgiving Day  
The Friday after Thanksgiving  
Christmas Eve Day  
Christmas Day

All employees in regular full-time positions are entitled to time off with full pay on holidays. The Public Works, Park and Recreation Department and City Hall shall be closed for business on each such holiday, but employees may be required to work on paid holidays when the nature of their duties or other conditions require.

- 16.2 Any holiday falling on a Sunday will be celebrated by observing the following Monday as a holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If Christmas Eve or New Year's Eve falls on a Saturday and Christmas Day or New Year's Day on a Sunday, then the preceding Friday will be observed as the Christmas Eve or New Year's Eve holiday and Monday as the Christmas or New Year's Day holiday. If Christmas Eve or New Year's Eve falls on a Sunday and Christmas Day or New Year's Day on Monday, then the preceding Friday will be observed as the Christmas Eve or New Year's Eve holiday.

#### ARTICLE 17. RESIGNATION

- 17.1 Any employee wishing to leave the municipal service in good standing shall file with his/her department supervisor, at least 14 days before leaving, a written resignation stating the effective date of the resignation and the reason for leaving. Failure to provide at least two (2) weeks' notice will disqualify the Employee from future Employment with the City.
- 17.2 Unauthorized absence from work for a period of three (3) working days may be considered by the department supervisor as a resignation, after it is verified that there was no emergency that prevented the employee from notifying the employer.
- 17.3 Resigning while a complaint is pending for misconduct involving the Employee's Employment or ability to perform duties of the position which results in felony charges will result in forfeiture of severance (vacation and sick leave). If the former Employee is not convicted of a crime, severance will be paid.

#### ARTICLE 18. INSURANCE

- 18.1 The EMPLOYER will provide a health insurance program similar to the one in effect on the date of this Contract. Effective January 1, 2012, the City's health insurance program will only include a high deductible HSA plan (City's Contribution Grid). For 2017 and 2018 the EMPLOYER shall pay the full cost of the single premium and the full cost of dependent coverage up to a cap of \$600 per month and 50% of the

difference between the cap and the monthly cost. Effective January 1<sup>st</sup>, 2019, the EMPLOYER shall pay 95% of the single premium and the full cost of dependent coverage up to a cap of \$600 per month and 50% of the difference between the cap and the monthly cost and the EMPLOYEE shall pay 5% of the single premium. Part-time employees will receive the benefit on a pro-rata basis pursuant to the definition in Article 5.4.

Beginning January 1, 2017, the City's Annual HSA Contribution Shall be:

\$1,750 Per year for Employees selecting Family Coverage  
\$1,000 Per year for Employees selecting Single Coverage

Beginning January 1, 2018, the City's Annual HSA Contribution Shall be:

\$1,000 Per year for Employees selecting Family Coverage  
\$1,000 Per year for Employees selecting Single Coverage

Beginning January 1, 2019, the City's Annual HSA Contribution Shall be:

\$ 875 Per year for Employees selecting Family Coverage  
\$ 875 Per year for Employees selecting Single Coverage

- 18.2 Employees who waive health insurance will receive 70% of the EMPLOYER's \$600 contribution towards the family premium to be applied towards a deferred compensation plan for the EMPLOYEE. In order to qualify for this provision, employees must provide documentation that they have health insurance provided by another carrier. If an employee decides to re-enroll in the City's sponsored health plan, they must comply with the current plan's pre-existing conditions clause and seek no remedy against the City for the pre-existing conditions clause being applied by the insurance carrier.
- 18.3 The EMPLOYER will provide a dental insurance program similar to the one in effect on the date of this Contract. The EMPLOYER shall pay the full cost of the single premium or dependent coverage.
- 18.4 The EMPLOYER shall provide \$50,000 of term life insurance.
- 18.5 The EMPLOYER shall provide long term disability insurance and pay the cost of a single premium.
- 18.6 The UNION shall be allowed one representative on an insurance advisory committee.

#### ARTICLE 19. SENIORITY

- 19.1 Seniority shall be in accordance with employee's last date of hire as a bargaining unit member. New employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the department of the City and shall rank for seniority from the last date of employment.

- 19.2 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.
- 19.3 An employee shall lose seniority for the following reasons only:
- a. He/she resigns
  - b. He/she is discharged
  - c. He/she does not return to work when recalled from layoff as set forth in the recall procedure
- 19.4 The word layoff shall mean a reduction in the working force 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 will be laid off first. Senior employees will be laid off according to seniority within the department and the ability and qualifications to perform the work available.
- 19.5 When the working force is increased after a layoff, employees will be recalled according to seniority in the reverse order of layoff, and the ability and qualifications 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. Employees shall be eligible for recall for twelve (12) months from layoff. Employees on layoff status shall not be required to pay UNION dues.

#### ARTICLE 20. JOB POSTING AND VACANCIES

- 20.1 The EMPLOYER and the UNION agree that regular job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided that applicants:
- a. Have the minimum qualifications to meet the standards of the job vacancy; and
  - b. Have the ability to perform the duties and responsibilities of the job vacancy.
- For the purposes of layoff, promotion and transfer, there shall be separate seniority lists for Administrative employees, Public Works employees and Parks and Recreation Employees of the Employer. However, the EMPLOYER is obligated to grant first consideration to employees seeking promotion or transfer, regardless of department, prior to advertising outside the bargaining unit who have the minimum qualifications necessary to fill the position.
- 20.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 7, Probationary Periods.
- 20.3 Where employees meet the job classification minimum requirements and possess the required abilities, senior employees shall be awarded the position. In the event an employee's seniority is bypassed, he/she shall, upon written request to the Supervisor, be given the reasons in writing.

- 20.4 Job vacancies (including Public Works 4 promotion) within the designated bargaining unit will be posted for five (5) working days so members of the bargaining unit can apply for the posting and be considered for such vacancies. Job postings shall include the position's general duties, rate of pay, classification, and initial job assignment; this general area of job assignment on the posting shall not affect the ability of the supervisor to make job assignments. All persons desiring to apply for said vacancy shall apply in writing within that five (5) day period to the City Administrator.
- 20.5 The EMPLOYER shall not be required to report any vacancy when a promoted employee reverts back to his/her former job within one month of the promotion. The EMPLOYER shall go to the previously posted list and attempt to fill the position from the other employees who have signed. If an employee reverts back to his/her former position up to six months from the date of the promotion, then the EMPLOYER shall post the vacancy.
- 20.6 Employees may elect to apply for a vacancy, in accordance with the provisions of this Article, within their own job classification when the vacant position offers opportunity for promotion or improved working conditions.

#### ARTICLE 21. NO STRIKE-NO LOCK OUT

- 21.1 The UNION agrees not to engage in any unlawful strike against the EMPLOYER for the duration of this Agreement.
- 21.2 The EMPLOYER shall not lock-out the employees for the duration of this agreement.

#### ARTICLE 22. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PLAN

- 22.1 It is agreed by the EMPLOYER and the UNION that both parties 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.
- 22.2 Furthermore, the UNION agrees to share equally with Employer the responsibility for applying the provisions of this Agreement.

#### ARTICLE 23. SAFETY

- 23.1 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.
- 23.2 The EMPLOYER shall reimburse employees for the full cost of new prescription safety glasses (lenses and frames) no more than once every twenty-four (24) months.
- 23.3 Exposure to Hazardous Substances. Any employee routinely exposed to hazardous substances or harmful physical agents as defined in the Minnesota Right to Know Act of 1983 (Minn. Stat. 182.65 - 182.675) shall be trained before being assigned or

reassigned work exposing the employee to such substances or agents and shall be given the right to refuse to work under conditions which the employee reasonably believes present an imminent danger of death or serious physical harm to the employee.

#### ARTICLE 24. TOOLS AND UNIFORMS

24.1 The EMPLOYER shall furnish all tools necessary for the mechanics 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.

24.2 The EMPLOYER shall provide each new employee of the Public Works Department with eight (8) uniform units of clothing upon hire, to include at least two (2) pants and two (2) shirts. An additional eight (8) Units will be provided upon completion of probation.

The uniform unit count shall be as follows:

- a. Pants 1 unit
- b. Shirt 1 unit
- c. Lined Jacket 2 units
- d. Coveralls 2 units

All Employees of the Public Works Department shall receive \$300 per year for Uniform Items after the first year of employment, with no carryover from year to year.

Employees who work in the Administration Building shall be reimbursed per IRS regulations, through payroll, up to \$50 per year, with the submittal of receipt(s), for City Logo wear.

24.3 The City will contribute up to \$225 for the purchase of steel-toe safety shoes on an annual basis, with no carryover from year to year. The employee will be reimbursed for the purchase price for more than one pair (but total reimbursement will not exceed \$225 per year) after they file an expense reimbursement form with the receipt attached to the form. The City will provide all other personal protective equipment as required by law for their position.

#### ARTICLE 25. TUITION AND TEXTBOOK COSTS

25.1 The EMPLOYER shall pay all tuition and textbook costs for schooling required by the EMPLOYER.

#### ARTICLE 26. WAGES AND CLASSIFICATIONS

26.1 Please see Exhibit A for wage scale.

26.2 Non-Union 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.

26.3 Longevity. Each employee is entitled to a one-half percent (1/2%) increase in base pay upon completion of each 2080 hours of work based on the following formula:

(Hourly wage x .005) x yrs of service = hourly rate of longevity.

This amount is then added to the hourly rate of the salary schedule.

- 26.4 Start Rate. A new employee and promoted employee shall be paid at the start rate in his/her job classification.
- 26.5 New Job Classification. The EMPLOYER and the UNION agree to bargain for the wages of new job classifications established during the term of this Agreement. Either party may submit the question to binding arbitration (per the last step of the grievance procedure) should the parties fail to reach a wage agreement.

#### ARTICLE 27. LOU'S

- 27.1 All existing Letters of Understanding.

#### ARTICLE 28. OBLIGATION TO BARGAIN

- 28.1 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 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 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, unless they mutually agree to do so.

#### 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 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 renegotiated at the request of either party.

#### ARTICLE 30. DURATION

- 30.1 The terms and provisions of the Agreement, except where specifically noted otherwise herein, shall become effective January 1, 2017, and shall extend through December 31, 2019 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.

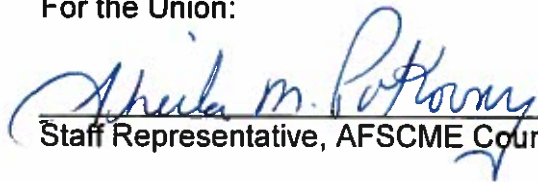
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of March, 2017.

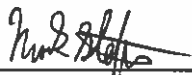
For the City:


  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Administrator

For the Union:

  
\_\_\_\_\_  
Staff Representative, AFSCME Council 65

  
\_\_\_\_\_  
AFSCME Local 1647 Chapter Chair

  
\_\_\_\_\_  
AFSCME Local 1647 Negotiating Team Member

**--APPENDIX A--**

<b>01/01/2017 - 12/31/2017</b>	<b>Start</b>	<b>6months</b>	<b>1 Year</b>	<b>2 years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>
Public Works 1	\$13.75	\$14.13	\$14.52	\$14.93	\$15.21	\$15.35	\$15.49
Public Works 2	\$15.42	\$15.85	\$16.29	\$16.75	\$17.06	\$17.23	\$17.39
Public Works 3	\$18.54	\$19.06	\$19.61	\$20.17	\$20.54	\$20.75	\$20.94
Public Works 4	\$21.79	\$22.41	\$23.05	\$23.70	\$24.15	\$24.39	\$24.62
Admin. Asst.	\$16.62	\$17.09	\$17.56	\$18.06	\$18.40	\$18.57	\$18.75
PW Mechanic	\$17.54	\$18.03	\$18.54	\$18.90	\$19.26	\$19.43	\$19.60
<b>01/01/2018 - 12/31/2018</b>	<b>Start</b>	<b>6months</b>	<b>1 Year</b>	<b>2 years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>
Public Works 1	\$14.06	\$14.45	\$14.85	\$15.27	\$15.55	\$15.70	\$15.84
Public Works 2	\$15.77	\$16.21	\$16.66	\$17.13	\$17.44	\$17.62	\$17.78
Public Works 3	\$18.96	\$19.49	\$20.05	\$20.62	\$21.00	\$21.22	\$21.41
Public Works 4	\$22.28	\$22.91	\$23.57	\$24.23	\$24.69	\$24.94	\$25.17
Admin. Asst.	\$16.99	\$17.47	\$17.96	\$18.47	\$18.81	\$18.99	\$19.17
PW Mechanic	\$17.93	\$18.44	\$18.96	\$19.33	\$19.69	\$19.87	\$20.04
<b>01/01/2019 - 12/31/2019</b>	<b>Start</b>	<b>6months</b>	<b>1 Year</b>	<b>2 years</b>	<b>3 Years</b>	<b>4 Years</b>	<b>5 Years</b>
Public Works 1	\$14.38	\$14.78	\$15.18	\$15.61	\$15.90	\$16.05	\$16.20
Public Works 2	\$16.12	\$16.57	\$17.03	\$17.52	\$17.83	\$18.02	\$18.18
Public Works 3	\$19.39	\$19.93	\$20.50	\$21.08	\$21.47	\$21.70	\$21.89
Public Works 4	\$22.78	\$23.43	\$24.10	\$24.78	\$25.25	\$25.50	\$25.74
Admin. Asst.	\$17.37	\$17.86	\$18.36	\$18.89	\$19.23	\$19.42	\$19.60
PW Mechanic	\$18.33	\$18.85	\$19.39	\$19.76	\$20.13	\$20.32	\$20.49

Retro for Shoes and Uniforms only for items purchased in 2017 upon receipts being produced for amounts greater than already paid to the Employee.

Movement through the salary schedule shall be based on anniversary date of hire year to year.



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF PINE CITY  
AND  
AFSCME COUNCIL 65, LOCAL 1647  
PUBLIC WORKS & ADMINISTRATION DEPARTMENT EMPLOYEES**

The City of Pine City (Employer) and AFSCME Council 65, Local 1647, Public Works and Administrative Department Employees (Union) are parties to a Collective Bargaining Agreement with a duration of January 1, 2017 through December 31, 2019. The Employer and the Union have agreed to modify the collective bargaining agreement in Article 13-Combined Leave, Section 1 (13.1) in the January 1, 2017 – December 31, 2019 Collective Bargaining Agreement from the previous language in the January 1, 2014 - December 31, 2016 Collective Bargaining Agreement.

The Employer and the Union mutually agree that Lisa Dunbar will be continue to earn combined leave at the 2014-2016 rate. That/those rates are:

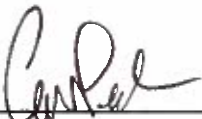
Accrual Rates

1st year	136 hours (17 days)	5.231 hours/pay period
2 <sup>nd</sup> & 3 <sup>rd</sup> years	176 hours (22 days)	6.770 hours/pay period
4 <sup>th</sup> thru 7 <sup>th</sup> years	192 hours (24 days)	7.385 hours/pay period
8 <sup>th</sup> -10th years	216 hours (27 days)	8.307 hours/pay period
11th-19th years	240 hours (30 days)	9.231 hours/pay period
20 years or more*	288 hours (36 days)	11.077 hours/pay period

\*plus one day (8 hours) for each year of service over 20

**Agreed to:**

**FOR THE CITY:**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Administrator

**FOR THE UNION:**

  
\_\_\_\_\_  
Staff Representative, AFSCME Council 65

  
\_\_\_\_\_  
AFSCME Local 1647 Chapter Chair

  
\_\_\_\_\_  
AFSCME Local 1647 Negotiating Team Member



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF PINE CITY  
AND  
AFSCME COUNCIL 65, LOCAL 1647  
PUBLIC WORKS & ADMINISTRATION DEPARTMENT EMPLOYEES**

The City of Pine City (Employer) and AFSCME Council 65, Local 1647, Public Works and Administrative Department Employees (Union) are parties to a Collective Bargaining Agreement with a duration of January 1, 2017 through December 31, 2019. The Employer and the Union have agreed to delete in the collective bargaining agreement in Article 19-Insurance, Section 19.6.

The Employer and the Union modified Article 19, Section 6 of Collective Bargaining Agreement from the previous language in the January 1, 2014 - December 31, 2016 Collective Bargaining Agreement. And enter into this Memorandum for two employees: Matt Rootkie and Lisa Dunbar

The Employer and the Union mutually agree that Matt Rootkie and Lisa Dunbar, when they retire from City employment after 15 or more years of continuous employment will be eligible for City-paid contributions toward post-retirement group health insurance premiums. City will, for eligible retirees, make a percentage contribution toward the retiree's family or single health insurance premium based on the following table:

<b>Years of Continual Service</b>	<b>Percentage of Contribution</b>
<u>At the Date of Retirement</u>	<u>to be made by the City</u>
More than 30 years of service 10 yrs.	50% of benefit cost for a maximum of
More than 20 years but less than 30 yrs of service 5 years	50% of benefit cost for a maximum of
More than 15 years but less than 20 yrs of service 5 years	25% of benefit cost for a maximum of

These payments shall cease when the above retired employees become Medicare Eligible.

**Agreed to:**

**FOR THE CITY:**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Administrator

**FOR THE UNION:**

  
\_\_\_\_\_  
Staff Representative, AFSCME Council 65

  
\_\_\_\_\_  
AFSCME Local 1647 Chapter Chair

  
\_\_\_\_\_  
AFSCME Local 1647 Negotiating Team Member



# City of Pine City

315 Main Street S, Suite 100 ♦ Pine City, MN 55063 ♦ Phone: 320-629-2575 ♦ Fax: 320-629-6081  
E-mail: admin01@pinecitygov.com ♦ Web site: pinecity.govoffice.com  
*Pine City is an equal opportunity employer*

Letter of Understanding  
between  
City of Pine City  
and  
AFSCME Local 1647, Pine City Chapter

Whereas, the City of Pine City, hereafter referred to as 'The Employer' and AFSCME Local 1647, Pine City Chapter, hereafter referred to as 'The Union' recognize the request from an employee (Jim Zaun) that involves his movement into Medicare for his insurance coverage.

Whereas, the Employer and the Union recognize his request for supplemental coverage to include prescription coverage similar to that offered within the City of Pine City's current coverage plan.

Whereas, the Employer and the Union have come to an agreement where the City of Pine City will pay for his supplemental prescription and medical supplemental coverage through Medica for an amount of \$249.00 per month and will also pay his monthly Medicare Part B payment for the supplemental coverage of \$110.50 per month, effective May 1, 2010.


Whereas, the Employer and the Union understand that rate increases will occur in accordance with the Federal and State guidelines and the Employer's contributions shall raise in accordance with those rate increases.

Be it resolved that, the Employer and the Union shall acknowledge the above mentioned contributions/payments for Jim Zaun's health insurance coverage and agree that the City of Pine City and AFSCME Local 1647 are in full agreement with meeting the request of Jim Zaun. If Mr. Zaun determines he wishes to return to Insurance coverage provided by the Employer, he shall have the opportunity to do so only after ample notice and only during the open enrollment periods for the plans. If these two periods do not coincide, the Medicare guidelines/enrollment period shall take precedence as the deciding enrollment period. Upon return to Insurance provided by the Employer, this letter becomes null and void.

Upon that resolution, this letter shall become part of the collective bargaining agreement.

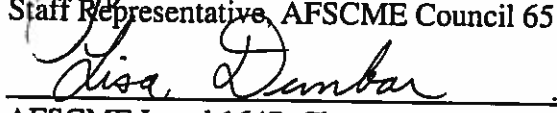
For the City:

  
Mayer

  
City Administrator

For the Union:

  
Staff Representative, AFSCME Council 65

  
AFSCME Local 1647, Chapter Chair

  
Jim Zaun, Employee



