

AGREEMENT

between

CITY OF HENDRICKS, MINNESOTA

and

THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 16871

CITY OF HENDRICKS
EMPLOYEES

January 1 2018 - December 31 2020

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This LABOR AGREEMENT, entered into between the CITY OF HENDRICKS hereinafter referred to as the EMPLOYER, and LOCAL UNION NO. 16871, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION, has as its basic objective the promotion of the responsibilities of the EMPLOYER for the public good.

ARTICLE 1. PURPOSE

The Union and the Employer agree that the purposes for entering into this Agreement are to:

- 1.1 Establish the foundation for a harmonious and effective labor-management relationship;
- 1.2 Provide for a means to peacefully resolve disputes concerning the application or interpretation of this Agreement;
- 1.3 Specify the full and complete understanding of the parties; and,
- 1.4 Place in written form the agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION.

- 2.1 The Employer recognizes the Union as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for:
All employees of the City of HENDRICKS, Hendricks, Minnesota .who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding confidential and supervisory employees, and all elected officials. The aforementioned employees shall be considered essential within the meaning of MN. Stat 179A.03 Subd.7
- 2.2 Disputes which may arise as to the inclusion or exclusion of a modified or newly created job classification may be referred to the B.M.S. by the Union or the Employer in accordance with the Public Employment Labor Relations Act.

ARTICLE 3. SCOPE OF AGREEMENT.

- 3.1 It is the intention of the Union and the Employer that the coverage of this Agreement is limited to the "terms and conditions of employment" defined as: "The hours of employment, the compensation therefore, including fringe benefits" that are specifically established herein and are not in conflict with any statute of the State of Minnesota or rule or regulation promulgated thereunder.

ARTICLE 4. EMPLOYER RIGHTS.

- 4.1 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 usage of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

- 4.2 Any "term or condition of employment" not explicitly established by this Agreement shall remain with the Employer to establish, modify or eliminate as it sees fit by work rules.

ARTICLE 5. UNION RIGHTS.

- 5.1 The Employer shall deduct from the wages of employees who authorize such deduction in writing an amount necessary to cover monthly Union dues. The amount to be deducted shall be certified by the Union. Such monies shall be remitted to the Union as established by the City Clerk/Adm.
- 5.2 The Union may designate one (1) employee from each department to act as a steward and shall inform the Employer in writing of the names of such stewards and of successors when so named.
- 5.3 The Business Representative of the Union shall be permitted to enter the facilities of the Employer where employees covered by this Agreement are working, upon notification to and with approval of, the City Clerk/Adm.
- 5.4 The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of the employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 6. PROBATIONARY PERIOD

- 6.1 All full-time and part-time employees, who are original hires, or rehires, shall serve a six- (6) continuous months working probationary period.
- 6.11 The probationary period shall serve as a period of time during which the employee's fitness and ability to perform the job classification's duties and responsibilities shall be evaluated.
- 6.12 At any time during the probationary period, an employee may be terminated at the discretion of the Employer. Employees terminated during the probationary period shall receive a written notice of such termination and shall forfeit sick leave accumulated during said probationary period.
- 6.13 An additional thirty- (30) continuous working days extension of the probationary period may be required upon the mutual agreement of the Employer and the Union.
- 6.14 During the probationary period, employees shall earn sick leave and vacation leave from the date of hire; however, no vacation leave can be taken until successful completion of the probationary period.
- 6.2 Employees promoted to a higher job classification within the bargaining unit shall serve a thirty-(30) working day probationary period.
- 6.21 The promotional probationary period shall serve as a period of time during which

the employee's fitness and ability to perform the job classification's duties and responsibilities shall be evaluated.

- 6.22 At any time during the promotional probationary period, an employee may revert back to his/her former position or may be demoted to the employee's previously held position if available or, if not available, to a similar position at the discretion of the Employer.
- 6.23 An additional thirty- (30) continuous working days extension of the probationary period may be required upon the mutual agreement of the Employer and the Union.

ARTICLE 7A. EMPLOYMENT STATUS.

- 7.1 Full-time is an employee who is regularly scheduled to a normal workweek of forty (40) hours.
- 7.2 Part-time is an employee who is regularly scheduled to a normal workweek of less than forty (40) hours.
- 7.3 Casual is an employee who performs work for the Employer on intermittent basis to meet the needs of the Employer.

ARTICLE 7B. HOURS OF WORK.

- 7B.1 The regular workweek for all fulltime employees is 40 hours, five 8-hour days Monday through Friday. With a (1) hour unpaid lunch and two (2) fifteen minute rest periods, one before lunch and one after lunch. Changing of work hours to avoid overtime shall not be allowed, except by mutual agreement of union and City
- 7B.2 Part-time employees shall be scheduled to a workweek and or workday to meet the needs of the Employer.

ARTICLE 8 PREMIUM COMPENSATION.

- 8.1 Hours worked in excess of the normal workweek or normal workday shall be compensated at the rate of time and one-half (1-1/2) the employee's basic hourly rate. All hours under paid leaves shall be counted as time worked for the computation of overtime. Work in excess of the normal workweek or normal workday shall be performed only at the discretion of the Clerk/Administrator.
- 8.2 Employees called back to work following the completion of a normal workday or workweek shall receive a minimum of two- (2) hour's pay at time and one-half (1-1/2) the employee's basic hourly rate.
- 8.3 All employees working on a scheduled holiday shall be compensated at the rate of time and one-half (1-1/2) that of basic pay in addition to the regular holiday pay.
- 8.4 All employees working on a Sunday shall be compensated at 2 times the employee's hourly rate of pay. This will be in addition to Holiday pay if Sunday is Holiday

- 8.5 Premium compensation shall be paid in the form of cash or compensated time off provided:
- a. Employees shall have the option of cash or compensatory time off as a method of payment for overtime, provided that only one method of payment shall be allowed within any two-week payroll period.
 - b. Employees shall only accumulate a maximum of forty - (40) hours of compensatory time in the compensatory time bank. All overtime thereafter shall be paid in cash.
 - c. Employees shall be able to request compensatory time off at a time mutually agreeable between the Employer and employee.
 - d. Compensatory time off will not be approved in an amount less than one (1) hour.
 - e. Upon severance of employment, an employee shall be compensated at his/her current rate of pay for all compensatory time banked and not used to the date of severance.
- 8.6 The Employer will try to distribute overtime as equally as practicable to all employees in the affected job classification who desire and are qualified to perform the overtime work.

ARTICLE 9. COMPENSATION.

- 9.1 Each employee shall be compensated based on his or her job classification and length of continuous service in accordance with the schedule in Appendix A
- 9.2 Nothing in this Agreement shall restrict the right of the Employer to temporarily assign employees to work in a department other than their normally assigned department.

ARTICLE 10. SICK LEAVE.

- 10.1 Full-time employees shall earn eight (8) hours of sick leave per each full month of employment. Earned sick leave may be accumulated to a maximum of eight hundred and eighty (880) hours, except that employees who have accumulated 880 hours of sick leave shall be allowed to continue to accrue 4 hours of sick leave per month to be placed in a deferred sick leave accrual bank. The sick leave hours contained in the accrual bank can be used only after all hours of an employee's regular sick leave accrual and vacation leave have been exhausted, and no additional hours should be added to the accrual bank until an employee has re accrued the full 880 hours of regular sick leave. Sick leave hours contained in the accrual bank shall only be used for the purpose of continuing sick leave in the case of a long term or catastrophic illness or injury.
- 10.2 Use of Sick Leave.
- 10.21 Accumulated sick leave may be used for absences from work necessitated by illness or injury and the necessity for medical, dental or chiropractic care, with the approval of the City Clerk/Adm.. In addition, employees may use sick leave for up to two routine dental or optometry checkups per year, with the approval of the City Clerk/Adm. When the use of sick leave is approved, employees, for compensation purposes, will be considered to have worked their normal workday. (Employees serving a probationary period based on an original hire or rehire shall be eligible for the sick leave benefits.)
- 10.22 The use of accumulated sick leave in excess of three- (3) workdays or the repeated and systematic use of sick leave may require the verification of illness or injury at the discretion of the City Clerk/Adm.
- 10.23 Employees who are ill or injured for a period of time, which exceeds their accumulated sick leave, may request an unpaid leave of absence in accordance with the provisions of Article 16, Leaves of Absence.
- 10.24 Misuse of sick leave benefits shall be just cause for disciplinary action as provided by the provisions of Article 19.
- 10.3 Notification. When an employee is unable to report for work because of injury or illness employee shall report to the City Clerk/Adm. or cause to be reported, early enough so that arrangements may be made to carry on their work
- 10.4 If an employee receives a job related injury and is eligible for Workers' Compensation benefits, the Employer agrees to pay said employee an amount equal to the difference between the amount received from Workers' Compensation and the employee's regular wage, not to exceed the base wage rate of the employee. The difference will be charged to the employee's accumulated sick leave, vacation leave or other accumulated leave time, providing the employee chooses to receive their full salary. Vacation and sick leave shall continue to accrue during the absence.
An employee shall continue to accrue seniority for a period of 1 year from the date the absence begins, and in conformance with Minn. Statutes, Chapter 176.102, the Employer shall guaranty an employee the right to return to employment in the same or equal work classification which the employee held prior to the Worker's Compensation related absence

- 10.5 Full-time employees may use sick leave for a member of the employees' family or immediate household if they are ill or injured and requires their attendance and for necessary medical and dental appointments. The definition of family means: spouse, parents, parents-in-law, children, siblings, stepparents, step children or legal guardian.
- 10.6 Sick leave may be used in one- (1) hour increments
- 10.7 Sick leave shall be prorated for part-time employees.
- 10.8 Article 10-Upon 15 years of work for the city of Hendricks, employees in good standing shall receive as a severance 1% of unused sick time paid to them for each year of service. Example someone completing 15 years shall receive 15% of unused sick time, 20 years 20% and so on, based on the maximum of 880 hours. This may be payable into a VEEBA or HSA if one exists. The selection of this shall be by Union vote on an annual basis per IRS regulations.

ARTICLE 11 PARENTAL LEAVE

- 11.1 Employees shall be allowed to use any combination of paid or unpaid leave time for the purpose of maternity/paternity adoption leave. Except in the case of medical necessity or by prior approval of the City Council, said leave shall begin no more than 3 months prior to the expected date of birth or adoption and shall not extend no more than 3 months following the date of birth or adoption.

ARTICLE 12 FUNERAL LEAVE.

- 12.1 Full-time employees may use up to a maximum of three (3) days of accumulated sick leave, if necessary, to attend a funeral in the employee's immediate family. Immediate family shall be defined as spouse, children, mother, father, brother, sister, brother-in-law, sister-in-law, parents of the spouse, grandparents and grandchildren.
- 12.2 When funeral leave is approved, employees, for compensation purposes, will be considered to have worked their normal workday.
- 12.3 With prior approval of the City Clerk/Adm., employees shall be allowed up to an additional five. (5) Days of accumulated sick leave as funeral leave for immediate family as defined in this Article 10.

ARTICLE 13 VACATIONS.

- 13.1 Full-time employees shall earn vacation in accordance with the following schedule based on years of continuous service:

<u>Years of Service</u>	<u>Vacation Leave</u>
Start	One week
1 to 8 years	Two weeks
9 to 14 years	Three weeks
15 to 24 years	Four weeks
25 years	Five Weeks

- 13.2 In all cases, vacation shall be scheduled subject to the needs and work scheduling of the Employer.
- 13.3 Vacation will not be approved in an amount of less than one (1) hours.
- 13.4 Vacation days may be carried over, but total carry-over shall not exceed twenty four- (24) Days.
- 13.5 An employee, or their estate, upon severance of employment from the City, either by retirement, resignation, disability or death, shall be compensated at their current rate of pay for the vacation leave accrued and unused to the date of separation. Providing the employee has been employed by the City for at least one- (1) year and they were in good standing upon severance.
- 13.6 Vacation leave will not accrue during the training period. However, if the employee becomes a regular employee, vacation will be awarded based on the schedule above.
- 13.7 If a paid holiday falls during the time an employee is on vacation, the employee will not be charged vacation time for that holiday.

ARTICLE 14 JURY DUTY.

- 14.1 Full-time employees called for jury duty shall be compensated at the difference between the jury duty per diem and the employee's basic hourly rate times eight (8) not to exceed thirty (30) normal workdays.

ARTICLE 15 HOLIDAYS.

- 15.1 Ten (10) days during the work year shall be considered paid holidays for full-time employees.

- 15.2 The holidays observed will be:

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| <ul style="list-style-type: none"> 1. New Year's Day 3. President's Day 5. Independence Day 7. Veteran's Day 9. Thanksgiving Day 11. Christmas Day | <ul style="list-style-type: none"> 2. Martin Luther King Day 4. Memorial Day 6. Labor Day 8. Thanksgiving Eve ½ day 10. Christmas Eve ½ day |
|--|--|

- 15.3 Provided that when New Year's Day, Independence Day, Veterans Day or Christmas Day fall on Saturday, the preceding Friday shall be observed as the holiday; and provided that if New Year's Day, Independence Day, Veteran's Day or Christmas Day shall fall on Sunday, the following Monday shall be observed as the holiday.

- 15.4 In addition to the ten- (10) holidays the Employer grants all fulltime employees two (2) personal days. These days shall be used at the discretion of the employee, upon approval of the City Clerk/Adm.

- 15.5 Part time employees shall earn holidays on a prorated basis. For example, an employee who works fifty (50) percent of the time would earn five (5) holidays and one Personal day. The holiday pay shall be paid out during the pay period that it occurred.

ARTICLE 16 LEAVES OF ABSENCE.

- 16.1 In the event it is necessary for a full-time employee to be absent from work for reasons other than those provided by Articles 10, 12, 13, 14 and (Sick Leave, Funeral Leave, Vacation or Jury Duty), a written request for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence where practicable.
- 16.2 At the discretion of the Council, unpaid leaves of absence for longer than 14 days may be granted to an employee. Unpaid leaves of absence up to 14 days require only the approval of the City Manager.
- 16.3 During an unpaid leave of absence, employees will earn no compensation or benefits, except as specifically established by this Agreement
- 16.4 Employees who are absent from work without an approved leave of absence will be subject to the provisions of Article 19
- 16.5 Union Leave: Upon written request from the Union, the employer shall grant an unpaid leave to any employee elected to any UNION office or selected by the UNION to do work which takes them from their employment with the EMPLOYER

ARTICLE 17 SEPARATION.

- 17.1 Employees shall be considered separated from employment with the Employer based on the following actions:
 - 17.11 Retirement or Resignation. Employees resigning from employment shall submit a written notice at least fourteen (14) calendar days prior to the effective date of their resignation.
 - 17.12 Discharge. Employees may be discharged from employment as provided by Article 19 (Discipline and Discharge).
 - 17.13 Absence from Work. Employees absent from work without an approved absence as provided by Articles 10, 12, 14 and 16 (Sick Leave, Funeral Leave, Vacations, Jury Duty or Leave of Absence) may be discharged as provided by Article 19 (Discipline and Discharge)
 - 17.14 Inability to Perform Job Duties and Responsibilities. Employees may be separated for the inability to perform job duties and responsibilities as provided by Article 6 (Probationary Period).
 - 17.15 Layoffs. Employee is released due to downsizing or restructuring
- 17.2 Employees re-employed by the Employer following separation shall be considered original hire.

ARTICLE 18.

JOB POSTING.

- 18.1 The Employer and the Union agree that job openings shall be filled based on the concept of promotion from within, provided that applicants:
- 18.11 Have the necessary qualifications to meet the standards of the job; and
 - 18.12 Have the ability to perform the duties and responsibilities of the job.
- 18.2 Employees filling a higher non-supervisory job classification based on the provisions of this Article shall serve a thirty- (30) day working probationary period and are subject to the conditions of Article 6 (Probationary Period).
- 18.3 The Employer has the right of final decision in the selection of employees to fill posted jobs.
- 18.4 All permanent vacancies or new positions shall be posted for fifteen- (15) calendar days to either fill the position or eliminate the position. In the case of filling the position, it shall be filled within thirty- (30) calendar days after posting. If this is not practicable, notice shall be given to the Union in writing as to why the City cannot fill the position.

ARTICLE 19.

DISCIPLINE AND DISCHARGE.

- 19.1 The Employer shall have the right to impose disciplinary actions on employees who have completed the probationary period for just cause. Disciplinary action shall be progressive and follow the steps listed below.
In case of gross misconduct, discipline need not be progressive and may for the first offense involve an appropriate suspension or dismissal.
- Oral Reprimand
 - Written Reprimand
 - Suspension
 - Discharge
- 19.2 The Employer may question any employee about their normal duties and/or activities. If the employee feels that the questioning in any way may lead to disciplinary action, the employee may request that a Union representative be present before any further discussion follows. The Employer shall not question any employee during a disciplinary action unless the employee has been given the opportunity to have a representative of the Union present at such questioning.
- 19.3 A record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary actions in the personnel record shall state the corrective action expected of the employee. Employees shall receive a copy of all evaluative and disciplinary actions entered into their personnel office record and shall be entitled to have the employee's written response therein. Employees shall have the right to inspect their personnel files during regular business hours.
- 19.4 Employees terminated, demoted or suspended during an original hire or rehire probationary period shall have no right of appeal through the provisions of Article 22 (Grievance Procedure).

ARTICLE 20. SENIORITY.

- 20.1 Seniority shall be defined as the length of continuous service with the Employer.
- 20.2 The Employer shall maintain a seniority list of all employees covered by this Agreement.
- 20.3 Seniority shall terminate when an employee is separated from employment as provided by Article 17 (Separation).
- 20.4 Seniority shall not accrue under the following conditions:
 - 20.41 During a period of suspension as provided by Article 19 (Discipline and Discharge)
 - 20.42 During a period of layoff as provided by Article 21 (Layoff)
 - 20.43 During a period of unpaid leave of absence as provided by Article 16 (Leaves of Absences)
- 20.5 Seniority shall have application to the following terms and conditions of employment:
 - 20.51 The accumulation of vacation and the selection of a vacation period as provided by Article 13 (Vacations).
 - 20.52 Progression on the wage schedule as provided by Article 9 (Compensation).
 - 20.53 Order of layoff as provided by :Article 21 (Layoff)
 - 20.54 As one criterion in considering applicants for promotion as provided by Article 18 (Job Posting).
 - 20.55 The maximum accumulation of sick leave as provided by Article 10 (Sick Leave)

ARTICLE 21 LAY-OFF.

- 21.1 Employees may be laid off by the Employer to meet the needs of the Employer. In the event of lay-off, if necessary, the work force shall be reduced by seniority, ability to perform available work, and work performance within the affected department. The employee shall be given a four (4) week notice of layoff.
- 21.2 If an employee is laid off, that employee shall have rights of re-employment within the same department from which the employee was laid off. No new employees shall be hired within the department of the employee laid off until the employee desiring to return to work has been recalled. Provided however, the right of return to work shall be limited to one year from the date of lay-off
- 21.3 In the event of a lay-off where there is no subcontracting or filling of a similar position, there will be no severance payment/package.

ARTICLE 22. GRIEVANCE PROCEDURE.

- 22.1 The Grievance Procedure is established for the purpose of resolving disputes concerning the application or interpretation of this Agreement with equity and dispatch.
- 22.2 A grievance, for the purpose of this Article, is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.
- 22.3 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by service obligations of the Employer and shall therefore be accomplished during working hours only at a mutually convenient time consistent with such service needs.
- 22.4 A grievance shall be resolved in conformance with the following procedure:

Step 1. Upon the occurrence of any alleged violation of the Agreement, the employee involved shall attempt to resolve the matter on an informal basis with the employee and the City Clerk/Adm. If the matter is not resolved to the employee's satisfaction by this informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written 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. Any alleged violation of the Agreement shall be considered waived if not reduced to writing by the Union within fourteen (14) calendar days of the first occurrence of the event giving rise to the grievance or within fourteen (14) calendar days after the employee, through the use of reasonable diligence and knowledge of the first event giving rise to the grievance.

Step 2. Alleged violations of the Agreement referred in writing provided by Step 1 shall be considered a grievance, subject to the definition established by 24.2, within seven (7) calendar days after receiving the written grievance, the affected employee's Department Head and the appropriate Union Steward shall meet and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the City Clerk/Adm. shall give his written answer to the Union Steward within three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days after receipt of the City Clerk/Adm.'s written answer.

Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the City Clerk/Adm.'s answer shall be considered waived.

Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2, the City Clerk/Adm. or his designee shall meet with the Union Staff Representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting, the City Clerk/Adm. or his designee shall respond in writing to the Union staff representative stating the Employer's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred in writing by the Union to Step 4 within seven (7) calendar days following receipt of the City Clerk/Adm.'s answer shall be considered waived.

Step 4. If the grievance remains unresolved, the Union may, within seven (7) calendar days after the response of the City Clerk/Adm., by written notice to the Employer, request arbitration of the grievance.

The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual

agreement of the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services (BMS) to submit a panel of arbitrators. Both the Employer and the Union shall have the right to strike an equal number of names from the panel. The party requesting arbitration shall strike the first name; and the other party shall then strike one name. The process shall be repeated, and the remaining person shall be the arbitrator.

22.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from, the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall submit his decision in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties; whichever is later, unless the parties agree to an extension. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and on the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer and the Union and employees, to the extent established by the P.E.L.R.A. of 1971.

22.51 The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

22.52 If a grievance is not submitted 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 limits, 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 written agreement of the Employer and the Union.

22.6 Choice of Remedy. If, as a result of the written employer response in Step 3, 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 4 of this grievance procedure or a procedure such as: Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 22, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 22. The aggrieved employee shall indicate in writing which procedure is to be utilized. Step 4 of Article 22, or another appeal procedure and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee from making an additional appeal through any other procedure.

ARTICLE 23 NON-DISCRIMINATION.

- 23.1 The Union endorses and supports the City's Affirmative Action Policy prohibiting discrimination in employment practices because of race, color, religion, national origin, political affiliation, disability, marital status, sex, age or status as regards to public assistance. No provision, phrase or clause of this Agreement will be invoked which would interfere with this policy.
- 23.2 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 24. RIGHT TO SUB-CONTRACT.

- 24.1 Nothing in this Agreement shall prohibit or limit the right of the Employer to subcontract work done by the Employees of the bargaining unit. However, the right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any employee of the bargaining unit.
- 24.2 Any employee of the bargaining unit whose job is lost or eliminated due to subcontracting by the Employer shall have the full rights accorded by Article 21 of this Agreement.
- 24.3 In the event of loss of employment due to sub-contracting, the employee will be due severance pay. One (1) week of pay for every year of service with a cap of six (6) weeks of pay.

ARTICLE 25 GENERAL PROVISIONS

Automotive Expense - When employees are required to use their own vehicles to conduct City business to attend approved training, the City will reimburse the employee for mileage at a rate established by Council action. The adopted rate will remain in effect until a change in rate is approved.

Overnight Travel - Lodging expenses include actual reasonable cost of lodging while away on approved travel or training.

The amount of reimbursement for an individual attendee of a conference or meeting will normally be the least expensive single room rate available at the location of the conference, or the actual cost incurred, whichever is less.

If two representatives of the same gender are attending the same approved event, the maximum reimbursable expense will normally be the lowest two-bed double-room rate at the conference site or the actual expense incurred, whichever is less.

Meal Allowance - Employees will be reimbursed for meals, including tax and a reasonable gratuity, when on approved assignment for the City. Employees will be reimbursed for meals in connection with conferences and meetings only when the meals are not included in the conference registration fee. The maximum allowable reimbursable expense per meal will be set periodically by the Council.

Tuition, Dues, and Fees - When prior approval has been granted by the City Council, registration and/or conference fees are eligible for reimbursement or pre-payment.

Professional organization membership dues and tuition for educational classes shall be paid by the City upon prior Council approval. Job-relatedness and benefit to the City of the employee's attendance will be considerations in approving such requests.

Parking and Alternative Travel - The City will reimburse the employee for necessary parking fees incurred for required travel. The City will also reimburse the employee for the reasonable costs incurred when approved travel is made by other means of transportation.

License Fees - The City will pay the fees applied to professional licenses required by state and federal regulations for employees to perform their assigned duties.

Clothing Allowance - Maintenance personnel shall receive a clothing allowance of three hundred (\$300.00) per year.

ARTICLE 26. INSURANCE

During employment, the employer shall pay one hundred- (100) percent of the premium for single medical insurance for full-time employees. All full-time employees shall be required to enroll in this plan. The Employer shall provide \$10,000.00 life insurance policy for full-time employees.

ARTICLE 27. SEVERABILITY.

- 27.1 In the event that any provision(s) of this Agreement is declared invalid by proper legislative, administrative, or judicial authority from whose findings, determination or decree no appeal is taken, such provision(s) shall be voided. All other provisions shall continue in full force and effect.
- 27.2 The parties agree to, upon written notice, enter into negotiations to place the voided provisions of the Agreement in compliance with the legislative, administrative or judicial determination.

ARTICLE 28 DURATION AND PLEDGE.

- 28.1 This Agreement shall become effective on the 1st day of January, 2018, and shall remain in effect through the 31st day of December 2020, and continue in effect from year to year thereafter unless changed or terminated in the manner herein provided.
- 28.2 Either party desiring to open negotiations to amend this Agreement must notify the other in writing at least by June 1st of 2020. If agreement is not made by November 1st 2020 mediation will be scheduled immediately.

Until a new agreement is reached regarding such changes, the original provisions shall remain in full force and effect. Notice by either party of a desire to terminate this Agreement shall follow the same procedures as proposed change.

- 28.3 In consideration of the terms and conditions of employment established by this

Agreement, and the recognition that the Grievance Procedure herein established is the means by which grievances concerning its application or interpretation may be peacefully resolved, the parties hereby pledge that during the term of this Agreement:

- 28.31 The Union and the employees will not engage in, instigate or condone any concerted action in which employees fail to report for duty, willfully absent themselves from work, stop work, slow down their work or abstinence themselves in whole or in part from the full and faithful performance of their duties of employment.
- 28.32 The Employer will not engage in, instigate or condone any lockout of employees.
- 28.33 The parties mutually acknowledge that during the negotiations, which resulted in this, Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

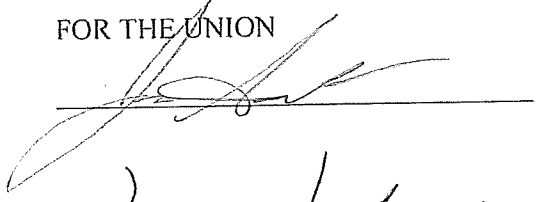
Agreed to this 6 day of Nov., 2017, and attested to as the full and complete understanding of the parties for the period of time herein specified by the signatures of the following representatives for the Employer and the Union.

FOR THE CITY


Steve Dore 11/9/17

Don Miller 11/9/17

FOR THE UNION



Kevin Huber 11-13-17

 11-13-17

Appendix A

	2018	2019	2020
Kevin Huber			
2017	\$19.45/hour	\$20.00/hour	\$20.56/hour
\$18.43/hour			
Aaron Moravetz			
2017			
\$15.00/hour	\$15.42/hour	\$16.37/hour	\$17.34/hour

In 2018 or 2019 Aaron shall receive an additional \$.50 an hour for W/W and also for his Water Certificate. The wage listed for 2019 assumes he will have one certificate, the wage for 2020 assumes he will have both certificates.