

CONTRACT AGREEMENT

between

THE CITY OF FLOODWOOD

and

LOCAL UNION NO. 1691

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL 65**

AFL-CIO

JANUARY 1, 2017 TO DECEMBER 31, 2019

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ARTICLE I
RECOGNITION

Section A.

Pursuant to the certification of the State of Minnesota, Bureau of Mediation Services, the EMPLOYER recognizes that AFSCME Council 65, AFL-CIO, is the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to rates of pay, hours of work, benefits, and other terms and conditions of employment for, "All employees of the City of Floodwood, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory, confidential and essential employees".

Section B.

The EMPLOYER shall not enter into any agreement with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the UNION as the sole and exclusive representative for said employees.

ARTICLE II
RIGHTS OF MANAGEMENT

The representative recognizes that, except as specifically stated herein, the City is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and selection and director of number of personnel, including the hiring of casual employees from time to time deemed necessary to the operation of City business.

ARTICLE III
HOURS OF WORK

Section A.

The basic work week will consist of forty (40) hours per week, for full-time employees.

Any work required in excess of forty (40) hours per week shall be compensated at time and one-half compensatory time or time and one-half pay, whichever is requested by the employee. An employee shall be entitled to his basic work week. Compensatory time, sick leave and holiday time shall be considered as being physically on the job in the computation of the basic work week.

Section B.

An employee reporting for work on a call-out after his or her regular shift or on his/her day off, or reporting for work on a call-out on a regular work day for which he is not scheduled to work shall receive a minimum of two (2) hours pay at regular rates.

ARTICLE IV
UNION SECURITY

Section A.

The Employer shall deduct Union dues from the earnings of those employees who authorize such deductions in writing. The Employer shall also, at the written request of the Union, deduct a fair share fee as provided by MN. Statute 179.65A, Subd. 2, from the wages due any member of the bargaining unit that elects not to be a member of the Union. Such monies shall be remitted as directed by the Union. Withheld amounts shall be forwarded to the designated Union officer, together with a record of the amount and a list of the names of the employees from whose wages deductions were made. In addition, the Employer shall deduct any Union approved and employee authorized deduction and forward such to the appropriate union office.

Section B.

The Union may designate not more than one (1) employee from the bargaining unit to act as a Steward. The Union shall inform the Employer in writing of the employee designated and of any changes in such designation.

The Employer shall make space available on the employee bulletin board for the posting of official Union notices and announcements.

The Steward is authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against any Steward because of performance of such duties.

The Employer agrees that on the Employer's premises and without loss of pay, the Union Steward shall be allowed to post official Union notices; transmit communications authorized by the Union or its officers under the terms of this Agreement; to consult with the Employer, its representative Union officers or the Union representative concerning enforcement of any provision of this Agreement, so long as such action does not unduly interfere with regular employee duties. The Union shall not take the employee away from the performance of their regular duties without prior authorization of the Employer.

ARTICLE V
LUNCH BREAKS

Section A.

The lunch break for all City employees shall be established as part of their regular shift.

Section B.

All departments will receive a one-half hour lunch break without pay.

Section C.

All departments shall have two (2) fifteen (15) minute paid breaks during an eight (8) hour shift.

ARTICLE VI
HOLIDAYS

Section A.

All full-time employees shall receive the following paid holidays, if eligible:

NEW YEAR'S DAY	MEMORIAL DAY
MARTIN LUTHER KING DAY	LABOR DAY
PRESIDENTS DAY	CHRISTMAS DAY
FOURTH OF JULY	1/2 DAY BEFORE CHRISTMAS DAY
THANKSGIVING DAY	1/2 DAY BEFORE NEW YEAR'S DAY
VETERANS DAY	

Section B.

Employees who are required to work on any listed holiday shall be compensated at the rate of straight pay for the holiday, plus one and one-half (1-1/2) for any hours of work required on these holidays.

Section C.

All permanent part-time employees shall receive the following paid holidays on a pro-rata basis: President's Day, Memorial Day, 4TH of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day (if Christmas Day falls on a weekday), and New Year's Day.

**ARTICLE VII
VACATIONS**

Section A.

All full-time employees shall receive the following annual vacations with pay, after the completion of the following years of service:

<u>Weeks of Paid Vacation</u>	<u>Years of Service</u>
One (1)	One (1)
Two (2)	Two (2)
Three (3)	Six (6)
Four (4)	Ten (10)

Section B.

Vacations shall be scheduled by the respective department heads, giving priority to senior employees. The City Administrator shall be notified of department head vacations.

Section C.

Employees shall be paid prior to their vacation time if they provide a fourteen (14) day advance notice of their desire to be paid.

**ARTICLE VIII
PERSONAL LEAVE DAYS**

Section A.

Each full-time employee shall earn **four (4)** personal leave days per year. Personal leave days cannot be accumulated.

**ARTICLE IX
SICK LEAVE**

Section A.

Upon completion of their probationary period, all full-time employees shall earn sick leave at the rate of one day per month, retroactive to the first day of employment. The maximum accumulation shall be 100 days. Part-time employees shall receive 12 hours per year.

Section B.

An employee shall continue to earn sick leave credit when he is out of work due to a compensable injury under the Workmen's Compensation Act, provided that such injury occurs during his employment with the City. An employee on sick leave without pay at his own request shall not earn sick leave credit during his leave without pay.

Section C.

Sick leave absence will require a doctor's certificate the third day of the employee absence.

Section D.

Employees shall receive a lump sum payment upon termination of employment with the City, based upon one-fourth (1/4) of unused accumulated sick leave after ten (10) years of service, and one-half (1/2) of unused accumulated sick leave after twenty (20) years of service.

ARTICLE X

FUNERALS

Section A.

An employee shall be allowed up to three (3) days for funeral leave. The days used shall be deducted from the employee's accumulated sick leave. Funeral leave shall be granted when death occurs in the employee's immediate family. The immediate family shall be defined as the spouse, children, parents, grandparents, grandchildren, siblings, son or daughter-in-law, step brother or step sister of either the employee or the employee's spouse. In the event travel is required to a point outside a 200 mile radius of the City of Floodwood, an additional period not to exceed two (2) days will be allowed for travel, if needed, with the City's approval.

ARTICLE XI
SENIORITY

Section A.

All new employees shall be on probation for a period of six months (180 days), at the end of which period they shall be entitled to seniority from their first day of employment. The standing is to be determined on the basis of the total length of continuous service in one department for the City of Floodwood. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the City Administrator.

Section B.

An employee shall lose his seniority standing upon voluntary resignation from employment with the City of Floodwood.

Section C.

In the reduction of staff in any classification of work, a senior employee shall be given preference of work over a junior employee, provided qualifications are met.

Section D.

All laid off employees shall be rehired before any job is posted to outside the bargaining unit.

Section E.

In the case of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing.

ARTICLE XII
LEAVE OF ABSENCE

Section A.

A non medical leave of absence not to exceed three (3) months may be granted by the Council upon written request of the employee. An employee shall continue to accrue seniority when a leave of absence is granted.

ARTICLE XIII
DISABILITY LEAVE

An employee who is absent due to illness after his sick leave and accrued vacation and comp time have been exhausted, shall be granted a disability leave of absence for a period not to exceed twelve (12) weeks. Additional leave not to exceed one (1) year may be granted by the City Council upon written request of the employee. An employee on disability leave shall continue to acquire seniority during the period of such leave. The employee shall be required to furnish the City Administrator with a doctor's certificate as to his inability to return to work at the commencement of twelve weeks and each three (3) months during the period of disability leave.

ARTICLE XIV

DISMISSALS, DISCHARGES, DEMOTIONS
SUSPENSIONS, AND PERMANENT TRANSFERS

Section A.

Dismissals, discharges, demotions, suspensions or permanent transfers to a lower classification shall be made only for just cause as determined by the Council.

Section B.

Just cause shall include, but shall not be limited to, the following:
Abuse of drugs or alcohol, malingering on the job, insubordination in performance of his work, willful negligence, breach of safety and work rules, persistent tardiness, absence without prior notice, failure to follow written or oral directives, and violation of the terms of this Agreement.

Section C.

An employee shall be disciplined upon a finding of just cause in the following manner:

- | | |
|---------------|---|
| 1st offense - | verbal warning |
| 2nd offense - | written warning |
| 3rd offense - | suspension of no more than three (3) days (without pay) |
| 4th offense - | termination |

If in any case the Employer feels there is just cause for discharge, the employee involved will be suspended for five (5) days without pay. The employee and his Union Steward will be notified in writing that the employee has been suspended and is subject to discharge.

ARTICLE XV
GRIEVANCE PROCEDURE

Definition of a Grievance:

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section A.

The Employer and the Union will attempt to adjust all grievances which may arise by virtue of this Agreement or otherwise in the following manner. Grievances shall be in writing and presented to the first step's designated authority within fifteen (15) working days after the Union's or the grievant's knowledge of the actual occurrence of the alleged grievance.

Step 1. An effort shall be made to adjust the grievance between the grievant or their representative and their immediate supervisor or department head. The Union shall receive an answer to the Step 1 meeting within ten (10) working days after said meeting.

Step 2. In the event that no settlement is reached in Step 1 and, within ten (10) working days after the answer to the Step 1 meeting is received by the Union, the Union Staff Representative or Steward and grievant shall meet with the Employer and the employee's supervisor in an attempt to resolve the grievance. An answer to the Union on the Step 2 meeting shall be submitted in writing to the Union within ten (10) working days of said meeting.

Step 3. In the event no settlement is reached as a result of the Step 2 meeting, the Union, within ten (10) working days

of the Step 2 answer, may request a formal hearing on the grievance before the City Council. Said hearing shall be held within ten (10) working days of the Union's written request.

Step 4. In the event no settlement is reached as the result of the Step 3 meeting, the Union, within ten (10) working days of the answer from the Step 3 meeting, may submit the grievance to arbitration, and the decision of the arbitrator shall be final and binding on both parties. If the parties are unable to agree upon the appointment of an arbitrator within five (5) calendar days after submission of the grievance to arbitration, either party may then request the Director of the Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be scheduled promptly and held between the parties and the arbitrator. A decision by the arbitrator shall be rendered within thirty (30) days after the date of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Time limits shall be extended upon request for same by either party of this Agreement. The amount of time extension must be reasonable and mutually agreed to by both parties in writing.

Section B. Arbitrator's Authority.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

Section C. 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 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.

ARTICLE XVI
SAFETY EQUIPMENT

All items required by O.S.H.A. or by virtue of foul weather that are necessary to the performance of an employee's duties shall be provided by the City of Floodwood and shall become City property.

ARTICLE XVII
JURY DUTY

Section A.

when a regular employee has been called upon for jury duty by the Municipal, State or Federal Courts, and has been absent from work because of such duty, the City will pay the difference between his jury duty compensation and his regular salary.

Section B.

The employee must give the City Administrator notice of his/her forthcoming jury service as soon as he/she is notified.

ARTICLE XVIII

AMBULANCE AND FIRE

When a regular employee is called upon to serve with the Fire Department or Ambulance Service, and has been absent from work because of such fire or ambulance duty, he/she shall be paid his regular rate of pay.

**ARTICLE XIX
VETERANS PREFERENCE**

Nothing herein shall affect the Veterans Preference Laws and rights of the employees thereunder.

**ARTICLE XX
LICENSE FEES**

The City of Floodwood shall pay for all mandatory licenses and license renewals.

**ARTICLE XXI
EXAMINATIONS**

Any medical examination required by the City as a condition of employment will be paid for by the City to the extent that it is not reimbursed by insurance coverage.

**ARTICLE XXII
HEALTH AND WELFARE PLAN**

Section 1.

All regular employees shall be covered under the following health and welfare program or under comparable or equivalent coverage:

1. Blue Access Silver \$3,000/\$6,000 Plan HSA. City will contribute as follows:
 - 2017 \$1,100/Single \$2,350/Family
 - 2018 \$1,100/Single \$2,350/Family
 - 2019 \$1,100/Single \$2,350/Family

2. Decline health insurance and City will contribute as follows to the employees flex account:
 - 2017 \$1,100/Single \$2,350/Family
 - 2018 \$1,100/Single \$2,350/Family
 - 2019 \$1,100/Single \$2,350/Family

Eligible employees shall have the option to change their option in Section 1 each year during open enrollment period or in the event of a life changing event as allowed by the insurance carrier and the contributions shall be as per Section 1. *If the employees status (single to family to family to single) in mid-year the contribution will reflect the change.*

Section B.

For purposes of this Article XXII, Section A, the following conditions shall apply, effective October 1, 1993:

1. The City shall pay 100% of the single premium and dependent premium as per No. 3 below for any employee who works 32 hours per week or more. For new employees hired after 1/1/12, there shall be a 90%/10% split on single coverage.
2. For any employee who is scheduled less than 32 hours per week, but more than 20 hours per week, the contribution will be prorated based on a forty (40) hour work week.

Example: Employee is scheduled 30 hours. City would pay 75% of premium, employee 25%. Employee is scheduled 20 hours per week, City pays 50% of premium, employee pays 50%.

3. The Employer shall agree to pay eighty percent (80%) of the family dependents premium, including spouse, or according to the following schedule, whichever is less; spouse - \$225.00, spouse and one child -\$300.00; spouse and two children - \$375.00, spouse and three children - \$425.00.

Section C.

The City of Floodwood shall continue to provide the coverage hereinbefore set forth during the period of temporary or total disability of employees resulting from compensable injury under the Workman's Compensation Act, or on sick leave for an additional ninety (90) days after sick leave has been exhausted.

Section D.

The City shall provide a maximum of \$6.00 per month toward the purchase of a life insurance policy for each full-time employee.

ARTICLE XXIII
GENERAL PROVISIONS

Section A.

All matters not covered by this Agreement and otherwise subject to negotiation by law shall be settled by negotiations between the City of Floodwood and the members of Local 1691.

Section B.

The City of Floodwood and the members of Local 1691, Minnesota Council 65, AFSCME, mutually agree to submit any unresolved negotiable issues to binding arbitration after attempting mutual negotiations and mediation with the Bureau of Mediation Services. The basis for selecting an arbitrator and the conditions which the arbiter will work under are the same as those outlined in Article XV of this Agreement. The Union hereby waives its right to strike in exchange for binding arbitration.

Section C Insurance Committee

The City and Local 1691 will form a committee and be chaired by both Union and City. The goal of this committee is to reduce premium costs by identifying insurance plans with better cost control features and education in the efficient use of health insurance.

Section D. Cell Phone Reimbursement

All city employees who are required to be available to the city after hours will receive a (twenty dollar) \$20.00/month reimbursement for personal cell phones.

ARTICLE XXIV
WAGE AND PAY SCHEDULE

A. The wage and salary schedules agreed to shall be attached and shall be incorporated into this Agreement as Appendix

Employees shall be paid every two weeks.

If for any reason an employee leaves employment, whether full or part-time, they shall receive payment for unused vacation and compensation time.

For computation of the basic work week, the work week shall run from 12:01 a.m. Sunday until 12:00 midnight Saturday, unless otherwise specified.

ARTICLE XXV
AMENDMENTS OR TERMINATION

The rules and regulations embodied in this Agreement shall become effective January 1, 2017, and shall continue in full force and effect for a three (3) year period and thereafter unless the City of Floodwood or Local 1691 AFSCME members shall give a ninety (90) day notice prior to the termination date of a desire to amend said rules and regulations.

CITY OF FLOODWOOD
CITY COUNCIL



Mayor



City Clerk

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
COUNCIL 65, LOCAL UNION #1691



Local President



AFSCME Staff Representative

APPENDIX A
1/1/17 – 12/31/19

ADMINISTRATIVE ASSISTANT PAY SCALE

		<u>1/1/17</u>	<u>1/1/18</u>	<u>1/1/19</u>
Start -	85%	\$17.29	\$17.79	\$18.29
One Year -	90%	\$18.28	\$18.78	\$19.28
Two Years -	95%	\$19.26	\$19.76	\$20.26
Three Years -	100%	\$20.25	\$20.75	\$21.25

PUBLIC WORKS DIRECTOR

Start - 85%	\$20.59	\$21.09	\$21.59
One Year - 90%	\$21.77	\$22.27	\$22.77
Two Years - 95%	\$22.95	\$23.45	\$23.95
Three Years - 100%	\$24.13	\$24.63	\$25.13

Step increases shall be awarded on the anniversary dates of the employee's date of hire.

PUBLIC WORKS LABORER

Start - 85%	\$16.08	\$16.58	\$17.08
One Year - 90%	\$17.00	\$17.50	\$18.00
Two Years - 95%	\$17.91	\$18.41	\$18.91
Three Years - 100%	\$18.83	\$19.33	\$19.83

Utility Person will receive an additional \$1.00 per hour if they are required to operate heavy equipment or do welding, heavy equipment maintenance, or fill in for full-time employees.

MOTOR VEHICLE, PR, & PAYROLL CLERK

Start – 85%	\$15.90	\$16.40	\$16.90
One Year – 90%	\$16.74	\$17.24	\$17.74
Two Years – 95%	\$17.59	\$18.09	\$18.59
Three Years – 100%	\$18.44	\$18.94	\$19.44

Processing of Union issues shall not interfere with the duties of the City. Employees shall be afforded reasonable time for the purpose of handling grievance resolution or processing without loss of pay, either at regular or special Council meetings. No employee shall be paid for attendance at a contract negotiation session, however, any employee may access vacation, comp time, personal leave, or take no pay for those periods of time.

Employees required to attend Council meetings at the request of the Council shall receive a minimum of two (2) hours at call out pay rates for attending.

Probation:

All new employees shall be on probation for a period of one year. During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the City Administrator.