

LABOR AGREEMENT

between

THE CITY OF FLOODWOOD, MINNESOTA

and

LOCAL UNION NO. 1691

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL 65, AFL-CIO

PATROL OFFICERS UNIT

JANUARY 1, 2017 - 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 essential employees of the City of Floodwood, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding all other 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

Section A.

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City in all of its various aspects, including but not limited to the right to select and hire all personnel.

It shall, however, be recognized that the head of the department, which shall be the Chief of Police, shall determine the methods, means, organization and number of personnel by which the operation of the department depends.

The Chief shall also assign and transfer employees, schedule working hours and to assign overtime, to determine whether goods or services should be made or purchased, to promote, demote, suspend, discipline employees for legitimate reasons, to make and enforce reasonable rules and regulations, to change or eliminate existing methods, equipment or facilities, and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE III
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. Statutes 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 three (3) employees from the bargaining unit to act as Stewards. The Union shall inform the Employer, in writing, of the employees 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 Stewards are 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, coercion, interference 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 Stewards 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 IV HOURS OF WORK

Section A.

The basic work week shall consist of forty (40) hours per week, or 80 hours per pay period or 2,080 hours per year. For purposes of calculating the basic work week, sick leave, vacation, holiday and compensatory time shall be considered time worked.

Any work required in excess of forty (40) hours per week shall be compensated at time and one-half (1-1/2) in compensatory time.

For purposes of the calculation of overtime and comp time, sick time, holiday pay, vacation time and comp time shall not count toward the forty (40) hours per week.

Employees who are not scheduled to work on a holiday shall not have their normal shifts altered during the week to avoid paying overtime.

Section B. Special Events

Any extra events will be based on call out at minimum of time and one-half (1-1/2). This would only apply after a regular shift or call out on days off to work a special event. Special events shall be determined by the City Council and notice given to the Police Department.

Section C. Call Outs

An employee reporting for work on a call out after his regular shift or on his day off or reporting on a regular workday for which he is not assigned work shall receive a minimum of two (2) hours of pay at straight time, and any additional time worked shall be paid at straight time rates. Court time will be paid as "call out" pay.

Section D. On Call

Employees shall be paid \$2.30 per hour effective January 1, 2008, and \$2.40 per hour effective January 1, 2009, for all hours scheduled to be on call for the Employer, not including any hours when actually called out.

Section E.

If an employee is temporarily assigned to a higher classification at the beginning of a shift, he shall receive the higher rate of pay during the entire shift even though he is reassigned to his lower classification at some point during the shift. However, if an employee is assigned to his shift and at some point during said shift is temporarily assigned to a higher classification, he shall be paid the higher rate only for those hours worked in the higher classification. When an employee is temporarily assigned to a lower classification, he shall continue to receive his regular rate of pay.

ARTICLE V
LUNCH BREAKS

The lunch periods in the department shall be established as part of the regular shift at the discretion of the department head.

ARTICLE VI
HOLIDAY PROVISIONS

Section A.

Employees shall receive the following paid holidays:

New Year's Day	Labor Day
President's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	
1/2 day before Christmas Day	
1/2 day before New Year's Day	

Section B.

Employees who are required to work on any of the listed holidays shall be compensated by straight pay for the holiday, plus time and one-half (1-1/2) for all hours worked. Employees shall have the option of receiving pay or compensatory time off at the appropriate rate.

Employees scheduled, but actually perform no work, shall receive their regular pay for the listed holidays.

ARTICLE VII
VACATIONS

Section 1.

All full-time employees shall receive the following annual vacations with pay:

<u>Years of Service</u>	<u>Weeks of Paid Vacation</u>
One (1)	One (1)
Two (2)	Two (2)
Six (6)	Three (3)
Ten (10)	Four (4)
Fifteen (15)	Five (5)

Section 2.

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 DAYS

Section 1.

Each employee shall earn four (4) personal days per year. These days to be taken at any time during the year. The employee shall, however, provide a forty-eight (48) hour notice for personal days taken. Personal days cannot be accumulated.

ARTICLE IX
SICK LEAVE

Section 1.

Upon completion of their probationary period, all full-time employees shall earn sick leave, which accrues at the rate of one (1) day per month, retroactive to the first day of employment. The maximum accumulation of sick leave shall be one hundred twenty (120) days.

Section 2.

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

Section 3.

An employee may use his accumulated sick leave in the case where serious illness in his family (spouse, children, parents or siblings) require his care and attendance, provided that a doctor's certificate indicating a dire need for the employee's presence at home is presented at the time the request is made.

Section 4.

Sick leave absence will require a doctor's certificate the third (3rd) day of the employee's absence.

Section 5.

As of July 1, 1982, an employee shall earn one-half (1/2) day of sick leave per month to go into a catastrophic illness bank.

These days shall begin to accumulate on the first day of employment and shall cease to accumulate upon the retirement or termination of each employee.

Sick days must be used from the catastrophic illness bank by an employee if he runs out of his own accumulated sick days.

Section 6.

An employee who has been excused from their normal work shift for reasons covered by this Article shall also be excused from on call.

ARTICLE X
FUNERALS

Section 1.

An employee shall be allowed up to three (3) days absence for funeral leave. The days used shall be deducted from the employee's accumulated sick leave. Funeral leave shall be allowed an employee in the event of the death of a member of the employee's immediate family, namely: husband, wife, children, father or mother-in-law, parents, grandparents, siblings, son or daughter-in-law, step brother or step sister.

In the event travel is required to a point outside a 200 mile radius of the City of Floodwood, an additional period not exceeding two (2) days from the date of funeral will be allowed for travel, if needed, with the City Administrator's approval.

ARTICLE XI SENIORITY

Section 1.

All new employees shall be on probation for a period of one (1) year after which 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 employment for the City of Floodwood. Employees will be compensated at 90% of the regular wages for the first six (6) months of full-time employment and 100% thereafter.

Part-time employees who work less than an average of 20 hours per week shall serve a probationary period equivalent to 1040 hours or 18 months, whichever is less.

Section 2.

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

Section 3.

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

Section 4.

In the rehiring of their employees, the senior employee shall be given preference over the junior employee. The Chief will notify the employee at his last known address. The employee must signify his desire to be rehired within ten (10) days after receipt of his notice by registered letter.

Section 5.

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

Section 6.

The Chief shall, as soon as practicable, post the seniority list. A period of thirty (30) days from the date of such posting will be allowed an employee to appeal his listing. Thereafter, the Chief shall post a new and revised seniority list at the first of each year.

Section 7.

When a vacancy occurs on any job, the Chief shall post a notice of such vacancy on the employees' bulletin board, and the employees shall be given seven (7) days time in which to make application to fill said vacancy. Newly created positions shall be posted in the same manner. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. An employee so transferred shall be on probation in the new position for a period of ninety (90) calendar days, during which time he may elect to return to his previous position. Upon a determination by the Chief during the probationary period that the employee does not qualify, he shall not be relieved until review by a meeting with the Chief.

ARTICLE XII
LEAVES OF ABSENCE

Section 1.

A non-medical leave of absence not to exceed three (3) months may be granted by the Council one time per an employee's career with the City, for other than a medical leave of absence, upon written request of the employee.

The non-medical leave of absence may be further extended for an additional three (3) months, but in no event for any longer period by agreement of the Council. An employee shall continue to accrue seniority when a leave of absence is granted.

ARTICLE XIII
DISABILITY LEAVE

Section 1.

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 request of the employee. An employee on disability leave may 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
SEVERANCE PAY

Section 1.

Employees shall receive a lump sum payment upon termination of employment with the Employer 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. Catastrophic sick bank is not included for severance purposes.

ARTICLE XV
DISMISSALS, DISCHARGES, DEMOTIONS, SUSPENSIONS
AND PERMANENT TRANSFERS

Section 1.

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

Section 2.

Just cause for discipline shall include, but shall not be limited to without limitation, 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, absent without permission or notice, failure to follow a written directive, and violation of the terms of this Agreement. This shall apply to all supervisory personnel covered under this Contract.

Section 3.

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

FIRST OFFENSE	Verbal Warning
SECOND OFFENSE	Written Warning
THIRD OFFENSE	Suspension of up to but no more than three (3) days (without pay)
FOURTH OFFENSE	Termination

All disciplinary letters and reports will be destroyed after one (1) year in front of the employee.

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 their Union Steward will be notified in writing that the employee has been suspended and is subject to discharge.

ARTICLE XVI
GRIEVANCE PROCEDURE

Section 1.

A. For the purpose of this Agreement, the term "grievance" means any disputes arising concerning the interpretation or application of the express provisions of this Agreement or any term or condition of employment.

B. In the event of such grievance arising, there shall be no suspension of operations but an earnest effort shall be made to resolve such grievance in the manner prescribed by this Agreement.

C. The Employer and the Union agree that the investigation and processing of grievances shall be accomplished during the normal work day without a reduction in wages or loss of leave time to the aggrieved or the Union personnel in charge consistent with employee duties and responsibilities.

Section 2. Procedure.

Grievances, as defined in Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union representative within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section 3. Arbitrator's Authority.

A. 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.

B. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.

C. The fees and expenses of 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. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 4. 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 in each step.

ARTICLE XVII
WAGES

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

ARTICLE XVIII
GENERAL PROVISIONS

Section 1.

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 Local 1691, AFSCME, AFL-CIO.

Section 2. 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 3. 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 XIX
BULLETIN BOARDS

AFSCME Local Union No. 1691 shall be permitted the use of bulletin boards for posting of matters of interest to its members.

ARTICLE XX
SAFETY EQUIPMENT

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

ARTICLE XXI
JURY DUTY

Section 1.

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, said employee shall be paid the difference between the employee's jury duty compensation and the employee's regular compensation.

Section 2.

The employee must give his department supervisor notice of his forthcoming jury service as soon as he is notified.

ARTICLE XXII
VETERANS PREFERENCE

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

ARTICLE XXIII
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 after 30 days from the date of employment:

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 2.

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 the 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 3.

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.

ARTICLE XXIV
LIFE INSURANCE

The City of Floodwood shall provide the following life insurance for the Floodwood Police Department.

Group term life insurance for active employees to age sixty-five (65). The amount of the life insurance will be \$25,000.00 effective July 1, 1988, or upon settlement of this contract. This is for each officer working as an employee of the City of Floodwood. The policy should be billed directly to the City.

ARTICLE XXV
UNIFORM MAINTENANCE AND REPLACEMENT

All employees shall receive fifty dollars (\$50.00) per month (effective January 1, 2004) for replacement, cleaning or repair of uniforms. New uniforms required due to change in design initiated by the Employer shall be furnished by the Employer to the employee.

ARTICLE XXVI
P.O.S.T. BOARD TRAINING

Section 1.

The City of Floodwood shall pay for POST license fee as required and shall be paid for sixteen (16) hours of P.O.S.T.

required training per year at the straight time hourly rate of pay.

Section 2.

If a situation does arise where an officer cannot attend a scheduled class, arrangements should be made with the Chief in advance, if possible.

ARTICLE XX VII
EXAMINATIONS


The City of Floodwood may require an employee to have any eye examination at the expense of the City of Floodwood. Any other physical examination required by the City of Floodwood will be paid for by the City of Floodwood.


ARTICLE XX VIII
DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2017 through December 31, 2019 and shall continue in full force and effect from year to year 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.

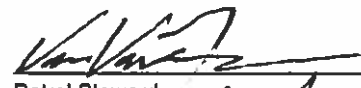
CITY OF FLOODWOOD
CITY COUNCIL


AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 65, LOCAL 1691



Mayor


City Clerk



Patrol Steward


Staff Representative

Date: 11-07-16

APPENDIX "A"
SALARY SCHEDULE

The following rates of pay shall be in effect for the position of

Patrolman:

Effective 11/1/17 - \$23.42
Effective 1/1/18 - \$23.92
Effective 1/1/19 - \$24.42

*Probationary Employee - First 6 months - 90% of base rate:

Effective 11/1/17- \$21.12
Effective 1/1/18 - \$21.62
Effective 1/1/19 - \$22.12

Patrolman/Canine Officer:

In addition to the base salary, the Canine Officer shall receive \$.50 per hour for all normal hours of work and all call-out hours of work.

PAY PERIODS

Each employee of the Floodwood Police Department shall be paid every two (2) weeks.