

LABOR AGREEMENT

between

THE CITY OF BRECKENRIDGE, MINNESOTA

and

THE AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 210

January 1, 2018 – December 31, 2019

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LABOR AGREEMENT

This Labor Agreement entered into between the City of Breckenridge, MN, hereinafter referred to as the Employer, and Local No. 210A, affiliated with the American Federation of State, County and Municipal Employees, the American Federation of Labor and Congress of Industrial Organizations, and Minnesota Council No. 65, hereinafter referred to as the Union, is intended to set forth the results of collective bargaining negotiations between the Employer and the Union. Its purpose is to establish standard conditions of employment for employees in the bargaining unit and to promote harmonious relationships and economy of City Government. It is agreed by the parties that the Employer will take such steps as are necessary to implement the provisions of this Contract such as, but not restricted to, passage and changes of new and existing ordinances and resolutions.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for collective bargaining purposes of the employees of Breckenridge, MN, in one unit composed of "All employees of the City Breckenridge, MN, excluding elected officials, managerial-supervisors, confidential and all employees of the Police Department", as certified by the Minnesota Bureau of Mediation Services on June 6, 1972, Case No. 72-PR-1434. Temporary and seasonal employees are defined as employees who work less than 67 working days in a calendar year, except that employees used in connection with skating rinks and the operation of the pool are also considered seasonal employees. Part-time employees are defined as those who work less than 14 hours or 35% of the regular work week. The Employer will not enter into any agreement with employees in the bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 2 UNION SECURITY

SECTION 1.

The Employer agrees to deduct from the last paycheck of each month the dues of the employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union after such deductions are made. The Union shall provide standard authorization cards for checkoff of dues.

SECTION 2.

The Employer reserves to itself all rights, powers and authority exercised by it prior to the time that the Union became the collective bargaining representative of the employees here represented except as specifically limited by express provisions of this contract; it is hereby agreed by both parties that the express language of this contract shall be the only limitation on the rights of the Employer.

DISCRIMINATION: There shall be no discrimination against any employee because of membership in the Union or because of acting as an officer or in any other capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference or coercion. All references to employees in this Contract designate both sexes, and wherever the male gender is used, it shall be construed to include either or both male and female employees. Neither the City nor the Union shall interfere with, restrain or coerce employees either to join or refrain from joining the Union.

ARTICLE 3 HOURS OF WORK

SECTION 1.

The regular hours of work each week shall be five (5) consecutive eight-hour days except that they may be interrupted by a lunch hour not to exceed one (1) hour. Summer hour regular hours may be four (4) consecutive ten hour days or four (4) consecutive nine hour days and one (1) four hour day as determined by the department head.

SECTION 2.

The Union recognizes the necessity of providing service twenty-four (24) hours per day, seven (7) days per week, and that, therefore, a reasonable condition of employment is a requirement that employees work a regular schedule of hours as established by the Employer. Regular schedules shall not be construed as excluding shift rotations and emergency work schedules based on public necessity as determined by the Employer. The Employer reserves the absolute right to establish work schedules without regard to usual or traditional practices.

Work schedules showing the employees' shift, work day and hours shall be posted on all bulletin boards. Once such work schedules are posted and until they are removed by the Employer, such schedules shall be the regular work schedule. Changes in the regular work schedule shall be posted before becoming effective except for emergencies such as snow removal, flood, etc.

SECTION 3.

All employee work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift, whenever this is feasible. Employees who, for any reason, work beyond the regular quitting time into the next shift, shall receive a fifteen minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

SECTION 4.

All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift. This lunch period shall not exceed one (1) hour.

SECTION 5.

Employees shall be granted a fifteen (15) minute personal cleanup period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The Employer shall make the required facilities available. It is agreed that present facilities are adequate.

**ARTICLE 4
HOLIDAYS**

SECTION 1.

These days shall be recognized and observed as paid holidays:

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Friday after Thanksgiving
President's Day	Veterans Day	(in lieu of Columbus Day)
Memorial Day	Christmas Day	Good Friday

Christmas Eve - 1/2 Day (If Christmas falls on Saturday, Christmas Eve 1/2 day will be the prior Thursday. If Christmas falls on Sunday or Monday, Christmas Eve ½ day will be the prior Friday.)

SECTION 2.

When New Year's Day, Independence Day, Veterans Day or Christmas Day fall on Saturday, the preceding Friday shall be the holiday. When New Year's Day, Independence Day, Veterans Day or Christmas fall on a Sunday, the following Monday shall be the holiday.

SECTION 3.

See Article 9, Section 6.

**ARTICLE 5
VACATIONS**

SECTION 1.

Employees shall earn and be granted vacation leave as follows:

Years of Service	# of Days per Year	# of hours earned month
Starting Year thru Year 5	10	6.67
Starting Year 6	11	7.33
Starting Year 7	12	8
Starting Year 8	13	8.67
Starting Year 9	14	9.33
Starting Year 10	15	10
Starting Year 11	16	10.67
Starting Year 12	17	11.33
Starting Year 13	18	12
Starting Year 14	19	12.66
Starting Year 15	20	13.33
Starting Year 16	21	14
Starting Year 17	22	14.67
Starting Year 18	23	15.33
Starting Year 19	24	16
Starting Year 20	25	16.67

All employees will start accruing vacation on date of hire. They shall not be able to use any accrued vacation until their six month anniversary date. Written request of the Department Foreman and Director of Public Services or City Administrator may be granted in specific cases to use accrued vacation.

All employees will begin earning vacation monthly based on schedule listed above. The maximum amount of vacation that can be accrued by each employee at one time is 280 hours. Once 280 hours are held in the employee's vacation bank, no additional hours will be accrued until the balance falls below 280 hours. It is the employee's responsibility to monitor and manage their vacation bank.

SECTION 2.

The rate of vacation leave pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

SECTION 3.

Requests for vacation in excess of two days must be submitted to the department Foreman, City Administrator and/or Director of Public Services at least three days prior to usage date and must be in writing. Vacation usage of two days or less must be submitted and approved by department Foreman in writing a reasonable time prior to usage with department Foreman notifying City Administrator and/or Director of Public Services.

No employee shall be permitted to waive vacation for the purpose of receiving double pay.

SECTION 4.

Vacation leave may be taken at any time during the year with the approval of the department Foreman and City Administrator and/or Director of Public Services. Seniority shall be given preference in the scheduling of vacation leave. If the nature of the work makes it necessary to limit the number of employees on vacation leave at the same time, the employee with the greater seniority shall be given his/her choice of vacation leave time.

SECTION 5.

If an employee is requested to and does work during his/her vacation leave, he/she shall be paid for regular hours at a rate of time and one-half (1 ½) his/her regular rate and for overtime at the rate of double his/her regular rate of pay. In addition, the employee's vacation leave (with pay) shall be re-scheduled by mutual agreement.

SECTION 6

Any regular employee of the bargaining unit leaving the municipal service in good standing after giving notice of such termination of employment shall be compensated for vacation leave accrued to the day of separation provided said employee has served at least twelve consecutive months prior to separation.

The City Council and Public Utilities Commission will pay regular pay to any employees for the purpose of attending conferences or schools of instruction considered of benefit. Mileage and expenses will be paid by the City for the purpose of attending conferences or schools of instruction of benefit to the City, but in no event will overtime be paid nor shall compensatory time be accumulated.

ARTICLE 6 SICK LEAVE

SECTION 1.

Any employee contracting or incurring a non-service related sickness or disability in the line of duty which renders such employee unable to perform the duties of his/her employment shall receive sick leave pay. Employees shall be eligible for sick leave after 60 days of service with the Employer. Employees shall be allowed one day of sick leave for each month of employment in which he/she received compensation for 40 or more hours of work.

SECTION 2.

Sick leave may be taken to meet the employee's dental, ocular, physical, physical examinations and other medical examinations. Sick leave may be taken for appointments for the employee's immediate family. The employer may require a doctor's validation.

Sick leave may be used for the birth or adoption of a child by male employee not to exceed five days.

Sick leave may be used in accordance with Minnesota Statutes, Section 181.9413. The 12-month period listed in the statute is defined as the calendar year for the City.

In cases of need, and with City Council approval, an employee may voluntarily transfer their sick leave earnings to another employee.

SECTION 3: Full-time Employees hired prior to January 1, 1985:

- A. Shall start to earn sick leave from their date of hire at a rate of one day per month. The employee's earnings are limited for severance purposes to a maximum of 180 days.
- B. Shall be compensated in cash for all accumulated sick leave up to 180 days when they are permanently separated from employment as a result of retirement (either by age or disability) or as a result of death. In the event of death, payment is to be made to the estate of the employee.
- C. If leaving City employment after 10 years of employment, employees shall receive 50% of their then accumulated sick leave, up to 90 days, as severance pay at their current rate of pay.

SECTION 4: Full-time Employees hired after January 1, 1985:

- A. Shall start to earn sick leave from their date of hire at a rate of one day per month. The employee's earnings are limited for severance purposes to a maximum of 120 days.
- B. Shall be compensated in cash for 50% of their then accumulated sick leave up to 120 days at their current rate of pay when they are permanently separated from employment as a result of retirement (either by age or disability) or as a result of death. In the event of death, payment is to be made to the estate of the employee.
- C. If leaving City employment after 10 years of employment, employees shall receive 25% of their then accumulated sick leave, with 120 days maximum, as severance pay at their current rate of pay.

SECTION 5.

Any employee who incurs injury or sickness in the line of duty is entitled to Workers Compensation. The employer shall, while employee is receiving Workers Compensation, pay the normal employer contribution to said employee's PERA and Health Insurance.

SECTION 6.

Any employee who is absent from work for a period of three days is required to furnish the City with a report from a physician stating that the employee is recovered and is capable of performing his/her duties. Said certificate is to be submitted to the City Administrator and/or Director of Public Services before employee can return to work.

ARTICLE 7 LEAVES OF ABSENCE

SECTION 1: Paid Leaves

- A. JURY DUTY:** All full-time employees in the bargaining unit in the employment of the City shall be granted a leave of absence for service on a jury. He/She shall be compensated the difference in his/her regular pay and that received for such jury duty by the Employer. If he/she reports for jury duty and is subsequently excused from such duty, he/she shall return at once to his/her regular work.
- B. CIVIC DUTY:** All full-time employees required to appear before a court or other public body on any matter related to their work, in which they are not personally involved (as a plaintiff or defendant), shall be granted a leave of absence with pay for the period necessary to fulfill their civic responsibility.
- C. MILITARY DUTY:** All full-time employees who are a member of a reserve force of the United States or of this State, and who are ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of this State, shall be granted a leave of absence during the period of such activity. The employee shall receive up to 15 days of paid military leave with the remaining leave charged as leave without pay.
- D. FUNERAL LEAVE:** In the event of a death in any full-time employee's or spouse's immediate family including father, mother, brother, sister, son, daughter, grandparent, grandchild, or member of immediate household; an employee shall be granted up to five days of funeral leave of absence, with pay, to make necessary household adjustments, arrange for medical services or to arrange and attend funeral services. Should travel be necessary, additional time will be granted on an as needed basis to be approved by the City Administrator or Department Head.
- E. MATERNITY LEAVE.** Maternity leave, to the extent of accumulated sick leave and/or vacation but not to exceed six weeks, shall be granted at the request of the employee. Further, if the employee and/or infant has complications, City shall grant additional leave provided there is a doctor's authorization. Sick leave may, however, only be used pursuant to this paragraph if the requirements of Section 6 of Article VI are complied with relative to a physician's certificate following the third consecutive day of absence from work due to pregnancy or childbirth. Further, all Federal and State Statutes, as they apply, will be adhered to.

SECTION 2: Unpaid Leaves

- A. Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer may be granted a leave of absence without pay for a period of military service.
- B. Other unpaid leaves may be granted at the request of the employee under the discretion of the City.
- C. The City shall allow leaves of absence in accordance with the Family Medical Leave Act (FMLA) of 1993, as amended.

ARTICLE 8 WAGES

SECTION 1.

Employees shall be compensated in accordance with the wage schedule attached to this Contract and marked Appendix A. The attached wage schedule shall be considered a part of this Contract.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rates are proper, the Union shall have the right to submit the issue as a grievance at Step 3 of the Grievance Procedure.

Unless mutually agreed upon by the Union and Employer, employees shall move from the minimum step on the pay range to the maximum step in annual increments.

The Employer agrees that in the event any employee receives an increase greater than the across the board increase negotiated for all, the Employer will adjust the across the board increase to the higher amount. There are two exceptions to this which include 1) additional increase based on an individual's position review by City Committee or 2) a decision from binding arbitration for essential employees.

SECTION 2.

Employees will be paid bi-monthly on the 15th and the last day of the month. If these days fall on a weekend, then pay day will be on the preceding Friday.

SECTION 3.

New employees, or employees re-hired who have previous experience in the classification they will be starting in, will be given credit for a portion of their experience in the following manner:

- A. For each calendar year in which a new employee has worked a minimum of 140 days, averaging eight hours per day as a part-time worker in the classification he/she will start in, shall receive six months' credit on the wage scale for the purpose of determining his/her starting salary. Such credit shall not exceed five years on the wage scale.
- B. For each calendar year in which a new employee has worked a minimum of 140 days, averaging eight hours per day as a full-time worker in the classification he/she will start at, shall receive a full year's credit on the wage scale for the purpose of determining his/her starting salary. Such credit shall not exceed five years on the wage scale.

- C. New employees shall not receive credit for any purpose, because of previous experience, other than their placement within the yearly pay grades on the wage scale.

Section 4.

The City will complete annual performance evaluations for each employee. An initial evaluation will occur on or before October 1st of each year. The final evaluation will occur prior to the end of the calendar year. If the employee is not meeting the minimum standards to be considered for a step increase, a corrective plan will be presented to the employee. In order to be considered for a step increase, the Employee must meet or exceed the Consistently Meets Standards Criteria in Performance Evaluation. Those employees meeting or exceeding this standard, and who have not reached the maximum step within their job classification, shall be granted a step in accordance with the attached pay schedule.

Employees shall be given the opportunity to review and sign the performance evaluation, but such signing does not indicate acceptance or rejection of the evaluation. The employee shall receive a copy of the performance evaluation at the time he/she signs it.

The employee shall have 20 calendar days from the date of the receipt of the year-end evaluation to file a written response in the employee's personnel file. An employee may appeal his/her performance rating to the City Personnel Committee within five calendar days of the end of year evaluation.

The decision of the City Personnel Committee is final. At the employee's request, a Union Representative may be present during the appeal meeting(s).

The City shall develop an Employee Evaluation Procedure to determine factors considered for the employee evaluation. The procedure and format shall be submitted to the Union for comments. The union will be granted 20 days from receipt of the procedure and format to provide comments. The final evaluation procedure shall be within the sole discretion of the City.

ARTICLE 9 MINIMUM TIME PAY ALLOWANCE

SECTION 1.

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two hours at a rate of time and one-half (1 ½). If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half (1 ½) until he/she completes two hours of work. The employees shall then be paid for the balance of his/her regular work shift at the regular rate.

SECTION 2.

Overtime. Time and one-half (1 ½) rates, either as cash overtime or compensatory overtime (1 ½ hours compensatory time off for each hour of overtime worked) shall be paid for work performed under any of the following conditions, but shall not be paid twice for the same hours:

- A. All work performed in excess of eight hours in any work day.
- B. All work performed in excess of 40 hours in any work week.
- C. All work performed on Saturday, except as noted below.

Double time. Double time shall be paid for all work performed on Sunday, except as noted below:

NOTE: The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within the first five days of their work week. These employees shall be paid time and one-half (1 ½) for work performed on the sixth day of their regular work week and double time for all work performed on the seventh day of their regular work week. Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each six month period beginning on the first day of the calendar month following the effective date of this Contract. On each occasion, a desire to work overtime shall be offered to the employee who has posted a desire to work overtime at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of overtime worked and overtime work turned down shall be posted on the department bulletin boards monthly. Employees shall be required to fill out detailed time slips.

SECTION 3.

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime except refusal to work overtime in an emergency; this is just cause for discipline.

SECTION 4.

All holidays and paid leave time shall be considered time worked for the purpose of computing overtime.

SECTION 5.

An employee may accumulate compensatory time up to 80 hours per year. Cash overtime will be paid for any hours in excess of 80. At the end of each year, the employee will be paid for any accumulated unused comp time at the rate of pay at which it was earned.

SECTION 6.

All employees will receive holiday pay for all holidays listed in ARTICLE 4 of this Agreement. All employees required to work on a holiday will be paid at double time rates for all hours worked in addition to holiday pay.

SECTION 7.

Summer hours shall be at the department Foreman's and City Administrator or Director of Public Service's discretion. Those departments choosing to use summer hours (four consecutive 10-hour days or four consecutive nine-hour days and one four-hour day) shall waive overtime provisions of this agreement until the employee has worked over 40 hours.

SECTION 8:

The Union recognizes that there are some jobs within the City that require personnel to be on-call. On-call is defined as being within 30 minutes of work for a seven day (one week) time period with employee receiving call-back notification by pager and/or telephone. Employees required to be on-call will be compensated as follows:

ELECTRIC – seven hours regular pay. Any call backs will be paid at a minimum of two hours at a rate of time and one-half (1 ½) with Sunday and/or Holiday call backs being paid at a minimum of two hours at a rate of double time.

WATER PLANT – seven hours regular pay. If on-call person is not regularly scheduled for Saturday and Sunday, the time required to perform daily water tests and daily maintenance on Saturday and Sunday will be compensated as follows:

- 1 ¼ hours each day at normal overtime rates for that day worked. Any time beyond the 1 ¼ hours will be compensated at normal overtime rates for that day upon approval from the Director of Public Services and/or City Administrator.

When a Holiday falls during an on-call week, the on-call employee will be compensated an additional two hours at double time for time spent at the water plant performing daily water testing and daily maintenance during said Holiday.

Call back will be paid for at a minimum of two hours at a rate of time and one-half (1 ½) with Sunday and/or Holiday call backs being paid at a minimum of two hours at a rate of double time.

PUBLIC WORKS – seven hours regular pay. Any call backs will be paid for at a minimum of two hours at a rate of time and one-half (1 ½) with Sunday and/or Holiday call backs being paid for at a minimum of two hours at a rate of double time. Public Works will be required to have an employee on call from November 1st thru March 31st.

ARTICLE 10 DIFFERENTIAL PAY ALLOWANCE

SECTION 1.

The city shall compensate employees holding the following licenses:

CLASS B Water License	- .50 cents per hour
Tree Inspector Certification	- .25 cents per hour (max. of 2 employees)
Non-commercial Pesticide Applicator License (city wide)	- .25 cents per hour (max. of 2 employees)

SECTION 2.

The license compensation mentioned above is not considered part of the Base Salaries that are negotiated between the City of Breckenridge and AFSCME Local Union 210.

ARTICLE 11 SENIORITY

SECTION 1.

“Seniority” is defined as the employee’s length of continuous service. Continuous service shall be broken only by voluntary resignation, dismissal for cause, or being absent without notification for a period of five working days. Any employee who is found to have been unjustly suspended or terminated shall not suffer a break in seniority. Absence due to service in any branch of the Armed Forces shall not constitute a break in seniority.

SECTION 2.

Seniority shall be granted to all employees on a department basis. In the event any departments are merged, effected employees will not lose seniority. Rather, employees shall retain the same seniority date in the new department as they had in their old department. A new employee hired shall be considered as a probationary employee for the first six months of employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the department and shall rank in seniority from his/her current start date.

SECTION 3.

Seniority shall not be affected by the race, color, creed, sex, marital status or dependents of the employee. The seniority list on the date of this contract shall show the name and job title of all employees of the department. The Employer shall keep the seniority list up to date at all times and will provide the Union with an up to date copy annually. Said copy to include names of probationary employees.

SECTION 4.

In the promotion of employees, consideration will first be given to seniority in the department and secondly, to seniority on a city-wide basis. A vacancy or new regular position opening within the bargaining unit shall be posted in conspicuous places where employees work for a period of five working days, with a copy sent to the Union. Any employee who desires to be considered shall submit a written application to the City Council or Public Utilities Commissioners. At the expiration of the posting period, the Employer shall fill the position from among the applicants in accordance with the provisions of this Section. The Employee who is promoted shall be granted a 30-day trial period to determine: 1) his/her ability to perform the job requirements; and 2) his/her desire to remain on the job. During the 30-day trial period, the employee shall have the opportunity to revert back to his/her former position. If seniority is bypassed, or if the employee is unsatisfactory in the position, notice and reasons shall be submitted to the Union in writing, with a copy to the employee and to the Union President and staff representative. The matter may then become a proper subject for the grievance procedure. During the trial period, the employee shall receive the rate of pay of the job he/she is performing. If there is no applicant available under the provisions of this Section, the Employer may fill the vacancy or new regular job opening from any available sources.

SECTION 5.

In the event of layoff, the employee with the least seniority in the department shall be laid off first. Recall to such jobs shall be in the inverse order of layoffs.

ARTICLE 12 GRIEVANCE PROCEDURE

SECTION 1.

A grievance is a difference or dispute between the parties, including the meaning, interpretation or application of this Contract, and must be in writing.

SECTION 2. Procedure

Recognizing that a grievance should be raised and settled promptly, a grievance must be raised within 10 working days following the time when the employee or his/her steward gained knowledge of its occurrence. Grievances shall be processed as follows:

STEP 1:

The employee and/or his/her steward shall discuss the grievance with the City Administrator or Director of Public Service. The City Administrator or Director of Public Service shall then attempt to adjust the grievance and shall respond to the employee and/or steward with a written answer within five working days of notification.

STEP 2.

If the grievance is not settled in Step 1, the Union may, within five working days following receipt of the City Administrator or Director of Public Service's response, file a written grievance with the Personnel Committee of the City. A meeting shall then be held between the Personnel Committee, the employee, and the Union Representative at a mutually agreeable time, within eight working days. The Personnel Committee shall give a written answer to the Union within five working days of said meeting.

STEP 3.

If the grievance is not settled in Step 2, the Union may, within five working days following receipt of the Personnel Committee's response, file a written grievance with the City Council. A meeting shall then be held between the City Council, employee, and the Union Representative at a mutually agreeable time, within eight days. The City Council shall give a written answer to the Union within five working days of said meeting.

STEP 4.

If settlement is not reached in Step 3, the grievance may be submitted to arbitration, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five days after submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State of Minnesota, to furnish a list of five prospective arbitrators. From this list, each party shall in turn strike one name until 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 will be held promptly by the arbitrator and a decision shall be rendered by him within 30 days after the date of the hearing. All expenses and cost of the arbitrator shall be shared and assessed equally to the parties. Sundays and Holidays shall not be included during these proceedings.

SECTION 3

Union stewards appointed or elected by the Union from amongst employees of the City shall be recognized by the City as representatives of employees. The Union shall notify the City of, and supply a current roster of, its stewards. Such stewards, not exceeding two, shall have the right to leave their jobs during working hours for the purpose of reviewing grievance and/or attending grievance meetings.

SECTION 4.

If the Employer or his/her representative fails to respond to a grievance within the time limits set forth in Section 2, the grievance shall be deemed resolved in favor of the aggrieved employee and the adjustment sought by the employee shall be granted.

**ARTICLE 13
DISCIPLINE**

SECTION 1.

The Employer will discipline employees for just cause only. Discipline will be in the form of:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

SECTION 2.

The term "Employer" refers to and includes the City Council, Public Utility Commission, Personnel Committee, Director of Public Services and the City Administrator. Direct responsibility will follow the chain of responsibility as established in the City's Organizational Chart.

SECTION 3.

Suspensions, demotions and discharges will be in written form.

SECTION 4.

The Director of Public Services and/or City Administrator shall have the authority to discipline employees starting with oral reprimands up to and including suspensions for up to three days without pay.

SECTION 5.

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 the signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices.

SECTION 6.

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the designated Employer.

SECTION 7.

Grievances related to discipline shall be handled through the Grievance Procedure as outlined in Article 12 of this Labor Agreement.

ARTICLE 14 TERMINATION OF EMPLOYMENT

Employees wishing to resign from employment shall file with the City Council or Public Utilities Commission such notice in writing at least two weeks before such resignation shall be effective. Failure to comply with this provision may result in the forfeiting of any accrued benefits as severance pay.

ARTICLE 15 GROUP INSURANCE

The City shall provide all permanent, full-time employees with a group hospitalization and medical, comprehensive dental, and life insurance plan. The hospitalization and medical plan will consist of a Qualified High Deductible Health Plan with a deductible amount necessary to meet the definition of a qualified high deductible health plan under Federal guidelines. The Qualified HDHP will also include a Health Savings Account for each employee covered under the HDHP. Employees will also have the option to choose a secondary higher deductible/lower premium plan if offered by the same Medical Provider. Choosing this plan will not change the premium contributions or HSA contributions required of the City.

Single Coverage – The City shall pay up to \$800 per month of the single group hospitalization and medical insurance premium and place the sum of \$1000 into a Health Savings Account (HSA) for employees choosing single coverage. (If the employee has additional health insurance coverage that makes them ineligible for HSA contributions, the Employer will place the sum of \$1000 into the employee's Flex plan up to the federal maximum.)

Family Coverage – The City shall pay up to \$1250 per month of the family group hospitalization and medical insurance premium and place the sum of \$2500 into a Health Savings Account (HSA) for employees choosing family coverage. (If the employee has additional health insurance coverage that makes them ineligible for HSA contributions, the Employer will place the sum of \$2500 into the employee's Flex plan up to the federal maximum.)

OR – The employee may elect to utilize their City's contribution of family premium, up to \$1250 monthly, plus the City's contribution to their HSA, \$208.33 monthly (\$2500/12 months) to go towards their premium or into their HSA. The HSA contribution cannot exceed the federal maximum allowed.

The City reserves the right to change its medical, comprehensive dental and basic life insurance program provider during the life of this agreement provided:

- A Health Savings Account will be established for each employee with the City making the annual contribution of \$1000 for single and \$2500 for family, which shall be paid out quarterly (January 1, April 1, July 1 and October 1) of each year unless elected by employee to use a portion of HSA funds towards their premium of which will then be paid on a monthly basis.
- The City shall pay up to \$800/month of the single group hospitalization and medical insurance premium.
- The City pays up to \$1250/month of the family hospitalization and medical insurance premium.
- The City pays the full dental premium
- The City provides \$15,000 life insurance and \$10,000 accidental death and dismemberment insurance.
- The City agrees to meet with all employees to discuss any changes in carrier and/or deductible within 30 days of notification of changes.

ARTICLE 16 UNIFORMS AND PROTECTIVE CLOTHING

SECTION 1.

If any employee is required to wear a uniform, protective clothing, or any other type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer. The repair and replacement of these articles of "protective wear" will be paid by Employer under normal wear circumstances.

SECTION 2.

The City shall reimburse \$200.00 every two years to employees who purchase protective footwear. Employee must present to City receipt of said footwear for reimbursement.

ARTICLE 17 SAVINGS CLAUSE

In the event that any provision, phrase, or clause of this Contract shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire contract. It is the express intention of the parties that all other provisions remain in full force and effect.

ARTICLE 18 GENERAL PROVISIONS

The Employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area which may be used by the Union.

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.

Notwithstanding anything in this Contract to the contrary, temporary, seasonal and part-time employees shall not be entitled to vacations or vacation pay, sick leave, longevity or group insurance coverage. Temporary, seasonal and part-time employees who work on Saturdays, Sundays or Holidays shall be paid straight time only.

Notwithstanding anything in this Contract to the contrary, the City shall not be required to promote any person unless such person is qualified to perform the duties of the position to which he wishes to be promoted, and all statements contained in this Contract with reference to promotions mean promoting to positions covered by the Union Contract or a member of the bargaining unit.

On January 1 of each year, employees shall be given the number of sick days and vacation days on record.

**ARTICLE 19
LONGEVITY BENEFIT PLANS**

To encourage and reward career employment with the City, the following longevity benefit plan shall become effective January 1, 1981, and shall remain in effect for the duration of this Contract. To be eligible, an employee shall have had continuous service with the City since his/her longevity date of hire. If an employee is hired by June 30th of said year, longevity date of hire reverts back to January 1 of said year. If Employee hiring date is after June 30th, employee's longevity date begins January 1st of the following year.

Starting with 6 th Year.....	\$ 10.00 per month
Starting with 8 th Year.....	20.00 per month
Starting with 10 th Year.....	30.00 per month
Starting with 12 th Year.....	40.00 per month
Starting with 14 th Year.....	50.00 per month
Starting with 16 th Year.....	60.00 per month
Starting with 18 th Year.....	70.00 per month
Starting with 20 th Year.....	80.00 per month
Starting with 22 nd Year.....	90.00 per month
Starting with 24 th Year.....	100.00 per month

**ARTICLE 20
TERMINATION AND MODIFICATION**

This contract shall be effective as of the first day of January 2018 and shall remain in force and effect until the 31st day of December, 2019. It shall automatically be renewed from year to year thereafter unless either party notifies the other party in writing that it desires to modify or terminate the contract. In the event that either party desires to terminate this contract, written notice must be given to the other party not less than 15 days prior to the desired termination date which shall not be before the 31st day of December of any year. In the event that either party hereto desires to modify this contract, it shall notify the other party in writing on or before June 1st of any year and in such event, negotiations on the proposed modification shall begin no later than July 1st of that year, and upon completion of such negotiations, a new contract shall be entered into. This contract shall remain in full force and effect during the period of such

negotiations or modifications and until notice of termination of this contract as provided to the other party as set forth hereinabove.

IN WITNESS WHEREOF, THE PARTIES HAVE SET THEIR HANDS:

DATE SIGNED: 11/29/2017, 2017

CITY OF BRECKENRIDGE

Russell Wilson 11/29/17
Russell Wilson, Mayor

Rena Marthaler 11/28/17
Rena Marthaler
City Administrator

AFSCME LOCAL UNION 210A

Warren Niesche 11/16/2017
Warren Niesche, President

Teresa Joppa 12-4-17
Teresa Joppa
AFSCME Local 210 Representative

APPENDIX A

Title	COLA:	2018						
	Grade	1	2	3	4	5	6	7
Maintenance Worker	3	41,271.84	42,509.99	43,785.30	45,098.85	46,451.82	47,845.37	49,280.73
Billing Clerk	4	44,367.23	45,698.24	47,069.19	48,481.26	49,935.70	51,433.78	52,976.78
Legal Administrative Secretary	4	44,367.23	45,698.24	47,069.19	48,481.26	49,935.70	51,433.78	52,976.78
Water/Wastewater Operator	4	44,367.23	45,698.24	47,069.19	48,481.26	49,935.70	51,433.78	52,976.78
Police Officer	5	47,694.76	49,125.61	50,599.38	52,117.35	53,680.88	55,291.30	56,950.04
Public Works Foreman	6	51,271.87	52,810.03	54,394.33	56,026.16	57,706.94	59,438.15	61,221.30
Apprentice Lineman	6	51,271.87	52,810.03	54,394.33	56,026.16	57,706.94	59,438.15	61,221.30
Water Plant Foreman	6	51,271.87	52,810.03	54,394.33	56,026.16	57,706.94	59,438.15	61,221.30
Water/Wastewater Foreman	6	51,271.87	52,810.03	54,394.33	56,026.16	57,706.94	59,438.15	61,221.30
Finance Officer	7	55,117.26	56,770.78	58,473.90	60,228.12	62,034.96	63,896.01	65,812.89
Detective Sergeant	7	55,117.26	56,770.78	58,473.90	60,228.12	62,034.96	63,896.01	65,812.89
Eng Tech/Bldg Off/Zoning Admin	7	55,117.26	56,770.78	58,473.90	60,228.12	62,034.96	63,896.01	65,812.89
Electrical Journeyman Lineman I	8	59,251.05	61,028.59	62,859.45	64,745.23	66,687.58	68,688.21	70,748.86
Electrical Line Foreman	9	63,694.89	65,605.74	67,573.90	69,601.13	71,689.16	73,839.83	76,055.03
Chief of Police	10	68,472.01	70,526.17	72,641.95	74,821.20	77,065.85	79,377.82	81,759.16
Director of Public Service	10	68,472.01	70,526.17	72,641.95	74,821.20	77,065.85	79,377.82	81,759.16
City Administrator	12	79,127.96	81,501.80	83,946.85	86,465.26	89,059.21	91,730.99	94,482.92

Title	COLA:	2019						
	Grade	1	2	3	4	5	6	7
Maintenance Worker	3	42,097.27	43,360.19	44,661.00	46,000.82	47,380.85	48,802.27	50,266.34
Billing Clerk	4	45,254.57	46,612.20	48,010.57	49,450.89	50,934.42	52,462.45	54,036.32
Legal Administrative Secretary	4	45,254.57	46,612.20	48,010.57	49,450.89	50,934.42	52,462.45	54,036.32
Water/Wastewater Operator	4	45,254.57	46,612.20	48,010.57	49,450.89	50,934.42	52,462.45	54,036.32
Police Officer	5	48,648.66	50,108.12	51,611.36	53,159.70	54,754.49	56,397.13	58,089.04
Public Works Foreman	6	52,297.31	53,866.23	55,482.22	57,146.69	58,861.08	60,626.91	62,445.72
Apprentice Lineman	6	52,297.31	53,866.23	55,482.22	57,146.69	58,861.08	60,626.91	62,445.72
Water Plant Foreman	6	52,297.31	53,866.23	55,482.22	57,146.69	58,861.08	60,626.91	62,445.72
Water/Wastewater Foreman	6	52,297.31	53,866.23	55,482.22	57,146.69	58,861.08	60,626.91	62,445.72
Finance Officer	7	56,219.61	57,906.19	59,643.38	61,432.68	63,275.66	65,173.93	67,129.15
Detective Sergeant	7	56,219.61	57,906.19	59,643.38	61,432.68	63,275.66	65,173.93	67,129.15
Eng Tech/Bldg Off/Zoning Admin	7	56,219.61	57,906.19	59,643.38	61,432.68	63,275.66	65,173.93	67,129.15
Electrical Journeyman Lineman I	8	60,436.08	62,249.17	64,116.64	66,040.13	68,021.34	70,061.98	72,163.83
Electrical Line Foreman	9	64,968.78	66,917.85	68,925.38	70,993.15	73,122.94	75,316.62	77,576.13
Chief of Police	10	69,841.45	71,936.69	74,094.78	76,317.63	78,607.16	80,965.38	83,394.34
Director of Public Service	10	69,841.45	71,936.69	74,094.78	76,317.63	78,607.16	80,965.38	83,394.34
City Administrator	12	80,710.52	83,131.83	85,625.79	88,194.56	90,840.40	93,565.61	96,372.58

APPENDIX B

Memorandum of Understanding

The Employer and Union representatives agree to review and discuss any pay study prior to December 31, 2019 if requested by the union.

2018 LONGEVITY SCHEDULE

NAME	ANNIVERSARY DATE	LONGEVITY DATE	YRS COMPLETED 12/31/18	LONGEVITY PAY
Jim Bogenreif	07-07-79	Jan 1, 1980	39	100.00
Barry LeNoue	04-01-92	Jan 1, 1992	27	100.00
Tom Kloster	11-01-92	Jan 1, 1993	26	100.00
Wade Bischoff	03-05-97	Jan 1, 1997	22	90.00
Curt Berg	08-17-98	Jan 1, 1999	20	80.00
Warren Niesche	05-18-99	Jan 1, 1999	20	80.00
Thomas Reddy	08-01-07	Jan 1, 2008	11	30.00
Brad Bollinger	10-01-09	Jan 1, 2010	9	20.00
Jim Weatherstone	01-23-13	Jan 1, 2013	6	10.00
Brian Wika	10-21-13	Jan 1, 2014	5	0.00
Troy Green	08-18-14	Jan 1, 2015	4	0.00
John Backowski	07-31-17	Jan 1, 2018	1	0.00

2019 LONGEVITY SCHEDULE

NAME	ANNIVERSARY DATE	LONGEVITY DATE	YRS COMPLETED 12/31/19	LONGEVITY PAY
Jim Bogenreif	07-07-79	Jan 1, 1980	40	100.00
Barry LeNoue	04-01-92	Jan 1, 1992	28	100.00
Tom Kloster	11-01-92	Jan 1, 1993	27	100.00
Wade Bischoff	03-05-97	Jan 1, 1997	23	90.00
Curt Berg	08-17-98	Jan 1, 1999	21	80.00
Warren Niesche	05-18-99	Jan 1, 1999	21	80.00
Thomas Reddy	08-01-07	Jan 1, 2008	12	40.00
Brad Bollinger	10-01-09	Jan 1, 2010	10	30.00
Jim Weatherstone	01-23-13	Jan 1, 2013	7	10.00
Brian Wika	10-21-13	Jan 1, 2014	6	10.00
Troy Green	08-18-14	Jan 1, 2015	5	0.00
John Backowski	07-31-17	Jan 1, 2018	2	0.00

