

**LABOR AGREEMENT  
BETWEEN  
CITY OF LA CRESCENT  
AND**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, COUNCIL 65 AND  
AFFILIATED LOCAL UNION NO. 2166**

**January 1, 2017 through December 31, 2018**

## TABLE OF CONTENTS

	PAGE
ARTICLE 1.0 PURPOSE OF AGREEMENT	4
ARTICLE 2.0 RECOGNITION	4
ARTICLE 3.0 DEFINITIONS	4
ARTICLE 4.0 UNION SECURITY	6
ARTICLE 5.0 EMPLOYER AUTHORITY	7
ARTICLE 6.0 SENIORITY	7
ARTICLE 7.0 GRIEVANCE PROCEDURE	8
ARTICLE 8.0 NO STRIKE/NO LOCKOUT	10
ARTICLE 9.0 PROBATION & TRIAL PERIODS	10
ARTICLE 10.0 WORK SCHEDULES - PREMIUM PAY	10
ARTICLE 11.0 HOLIDAYS	13
ARTICLE 12.0 VACATIONS	14
ARTICLE 13.0 SICK LEAVE	15
ARTICLE 14.0 SEVERANCE COMPENSATION	16
ARTICLE 15.0 FUNERAL LEAVE	16
ARTICLE 16.0 LEAVE OF ABSENCE	17
ARTICLE 17.0 ABSENCE WITHOUT LEAVE	18
ARTICLE 18.0 INSURANCE	18
ARTICLE 19.0 RIGHT OF SUBCONTRACT	18
ARTICLE 20.0 INDIVIDUAL RIGHTS	19
ARTICLE 21.0 DISCIPLINE AND DISCHARGE	19

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ARTICLE 22.0	COMPLETE AGREEMENT & WAIVER OF BARGAINING	19
ARTICLE 23.0	SAVINGS CLAUSE	20
ARTICLE 24.0	COMPENSATION	20
ARTICLE 25.0	TERM OF AGREEMENT	20
APPENDIX "A"	JANUARY 1, 2017-2018 SALARY SCHEDULE	22
MEMORANDUM OF AGREEMENT re: Funding of Post Retirement Savings Account		23

ARTICLE 1.0  
PURPOSE OF AGREEMENT

**Section 1.1.** This memorandum of agreement, hereinafter referred to as the Agreement, is entered into between the City of LA CRESCENT, County of Houston, Minnesota (hereafter called the "Employer") and Council 65 American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local No. 2166 (hereinafter called the "Union") The intent and purpose of this Agreement is to:

- 1.1.1 Establish the foundation for an effective and harmonious labor-management relationship.
- 1.1.2 Express in written form the complete Agreement between the parties on hours, wages and other conditions of employment, and to specify the duration of this Agreement.
- 1.1.3 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions set forth in this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication. The parties recognize that this Agreement is not intended to modify any of the authority vested in the City of LA CRESCENT by the Statutes of the State of Minnesota, except as provided in this Agreement

ARTICLE 2.0  
RECOGNITION

The Employer recognizes the Union as the exclusive representative for the unit of LA CRESCENT City employees composed as follows:

All employees of the City of LA CRESCENT, LA CRESCENT, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03 Subd. 14, excluding essential employees of the Police Department, and supervisory and confidential employees as defined by PELRA.

ARTICLE 3.0  
DEFINITIONS

**Section 3.1.** The following terms used in this Agreement shall be defined as follows:

- 3.1.1 **Base Pay Rate:** The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.
- 3.1.2 **Continuous Service:** Unceasing service from the last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.
- 3.1.3 **Days:** Unless otherwise indicated, means working days, exclusive of holidays and weekends.
- 3.1.4 **Demotion:** A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.1.5 **Department:** An organization unit of LA CRESCENT city government.

- 3.1.6 **Emergency**: A situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 3.1.7 **Employee**: A member of one of the exclusively recognized bargaining units as defined in Article 2.0 of this Agreement.
- 3.1.8 **Employer**: The LA CRESCENT, Minnesota, City Council and its designated representatives.
- 3.1.9 **Layoff**: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
- 3.1.10 **Leave of Absence**: An approved absence from work duty during a scheduled work period with or without compensation.
- 3.1.11 **Permanent Employee**: A member of one of the exclusively recognized bargaining units as defined in Article 2.0 of this Agreement who has completed the required probationary period for newly hired or rehired employees.
- 3.1.12 **Promotion**: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties.
- 3.1.13 **Pyramiding**: The payment of more than one form of premium compensation for the same hours of work.
- 3.1.14 **Seniority**: Length of service with the City of LA CRESCENT as defined by Article 6.
- 3.1.15 **Temporary Employee**: An employee hired for a period less than 67 days pursuant to Minn. Stat. §179A.03, Subd. 4.
- 3.1.16 **Transfer**: A change of an employee from one position to another position in the same work classification in another department or to another work classification in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.1.17 **Union**: Council 65, American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local Union #2166.
- 3.1.18 **Union Member**: A member of Council 65, American Federation of State, County and Municipal Employees, AFL-CIO and its affiliated Local Union #2166.
- 3.1.19 **Probationary Period**: The first six (6) months of service of newly hired or rehired employees.
- 3.1.20 **Permanent Part-Time Employees**: A member of a bargaining unit assigned to a permanent position and regularly scheduled, as defined in Article 2.0 who serves less than forty (40) compensated hours per week (average of 173.33 hours per month).

- 3.1.21 **Exempt Employee:** An employee exempt from the overtime provisions of the Fair Labor Standards Act, whose job duties and responsibilities are primarily professional, managerial and/or executive in nature as defined in applicable federal or state laws.
- 3.1.22 **Benefit Eligible Employee:** A member of the bargaining unit assigned to a permanent position and who is regularly scheduled to work thirty-two (32) hours each week. For the purposes of this Agreement, said employees are eligible for the full time contribution for insurance and full time accrual of vacation, sick leave, and holiday pay.

**ARTICLE 4.0**  
**UNION SECURITY**

**Section 4.1.** In recognition of the Union as the exclusive representative, the Employer will:

- 4.1.1 Upon receipt of a written request from the Union with a signed authorization by the employee, deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all eligible employees.
- 4.1.2 Deduct fair share fees in accordance with the provisions of Minnesota Statutes.
- 4.1.3 Remit monthly such deductions to the appropriate designated officer of the Union.
- 4.1.4 The Union shall certify to the Employer in writing the current amount of regular dues to be withheld.

**Section 4.2.** The Union agrees to represent all members of the unit fairly and without discrimination.

**Section 4.3.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer under the provisions of this Article.

**Section 4.4.** The Union may designate a certain employee from the bargaining unit to act as steward and shall certify to the Employer in writing of such choice and designation of successor to former steward. The Union shall also certify to the Employer a complete and current list of its officers and representatives.

- 4.4.1 The Employer agrees to recognize steward certified to the Union.
- 4.4.2 Non-employee representatives of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer only for the purpose of investigating and discussing grievances if they first notify and receive approval from the Employer's department head and provided the Union representatives do not interfere with the work of the employees. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the Employer's time without prior permission of the Employer. The Union shall not use the Employer's premises or facilities for Union meetings without prior approval of the Employer.
- 4.4.3 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, and Union election returns, Union appointments to office, and Union recreational or social affairs, and any other items, not specifically prohibited by the Employer. The Union is entitled to reasonable use of the bulletin board space designated by the

Employer for the purpose of posting notices of official business. Other matters of interest to employees may be posted if approved by the Employer.

4.4.4 If mediation sessions are scheduled during scheduled working hours, up to two members of the negotiating committee shall not lose pay as a result of their participation.

Section 4.5. The Employer agrees to make payroll deductions from the pay of those Employees who wish to participate in such voluntary plans as are approved by the Union. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union.

#### ARTICLE 5.0 EMPLOYER AUTHORITY

Section 5.1. It is recognized by both parties that except as expressly stated herein, the Employer shall retain whatever right and authority necessary for it to operate but not limited to the right to establish functions and programs; set and amend budgets; establish and modify organizational structure; plan, direct and control the operations of the departments; determine the method, means, organization; schedule working hours, assign overtime, reduce the work force; hire, promote, or relieve employees; demote, suspend, discipline or discharge employees; make and enforce rules and regulations which are not in conflict with this Agreement; and perform other managerial functions.

Section 5.2. The Employer retains all rights and privileges not specifically addressed or modified by this Agreement.

Section 5.3. The Employer agrees to apply the terms of this Agreement to all members of the unit fairly and without discrimination.

#### ARTICLE 6.0 SENIORITY

Section 6.1. Upon request of the Union, the Employer shall establish seniority lists as of the effective date of this agreement structured by each work classification and department to include and rank, in order of highest to lowest seniority, all permanent employees in the bargaining units. Employer shall furnish new lists to the Union when employees are added or terminated.

Section 6.2. There shall be seniority established by this Agreement:

6.2.1 Service Seniority, which shall be the total length of continuous service with the City since last date of hire.

6.2.2 Classification Seniority, which shall be the total length of service within the specific department or division of City service.

Section 6.3. Breaks in seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.

**Section 6.4.** Except in those instances where senior employees are not qualified to perform remaining work, seniority shall be considered along with other criteria such as work performance for purposes of:

- 6.4.1 **Layoff Procedure:** In the event the work force is reduced, employees will be laid off by affected job classification based on their seniority, the less senior employee being laid off first. Laid off employees may displace another employee in a different classification only if he or she has greater seniority than the person he or she is displacing and has the qualifications to perform the job.
- 6.4.2 **Recall From Layoff:** Employees will have the right for recall in inverse order of layoff for one year following layoff. If an employee does not report for work following recall from layoff, he or she will be deemed to have resigned his or her employment.
- 6.4.3 The Employer shall issue written notice fourteen (14) calendar days in advance of layoff or recall from layoff to affected employees. Recall notification shall be by registered or certified mail to the employee's last known address as provided by the employee to the Employer.
- 6.4.4 Emergency, provisional, or limited-term employees in the same classification and department shall precede permanent employees in layoff. No new employees shall be hired in a work classification and department where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.
- 6.4.5 In the event of a reduction in work force which results in the reduction of scheduled hours of work for employees who were assigned to a permanent position and who were regularly scheduled to work full time each week, employees so affected shall continue to receive full time benefits including, but not limited to, the full time contribution by the Employer for insurance benefits, full time holiday pay and full time accrual of vacation and sick leave.

**Section 6.5.** All bargaining unit employees shall be eligible to apply for vacant positions. The Employer shall select the applicant with the greater service seniority for the job opening, providing he or she meets the necessary qualifications for the position. If it becomes necessary in making a promotion or transfer to bypass an employee's seniority, reasons for denial shall be given in writing to each employee.

**Section 6.6.** The Employer shall post a notice of all job vacancies, specifying the job title, description and qualifications.

## ARTICLE 7.0 GRIEVANCE PROCEDURE

**Section 7.1. Definition:** A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement against Employer involving the meaning, interpretation or application of the express provisions of this Agreement.

**Section 7.2. Procedure:** A grievance shall be processed in the following manner:

**Step One:** An employee shall submit the grievance to the employee's supervisor within ten (10) days of its occurrence. The parties are encouraged to discuss any potential grievances before reducing the matter to writing. If the grievance cannot be resolved by discussion between the parties, the employee shall proceed to Step Two.



**Step Two:** If the grievance is not settled in Step One and the Union wishes to appeal the grievance to Step Two, it shall be referred in writing to the Employer's chief administrator, or his or her representative, within ten (10) business days after the designated supervisor's answer in Step One. The chief administrator, or his/her designee shall discuss the grievance within ten (10) business days with the employee or his/her designated representative at a time mutually agreeable to the parties. If no settlement is reached, the chief administrator, or his/her designee, shall give his/her written answer to the Union within ten (10) business days following their meeting. In the event that the chief administrator is the employee's supervisor, as designated in Step One, the parties may proceed directly to Step Three.

**Step Three:** If the grievance is not settled in Step Two and the Union desires to appeal it shall be referred by the Union in writing to the City Council, or its representative within ten (10) business days after receiving the Employer's answer in Step Two. If the grievance is settled, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the City Council or its special representative shall give the written answer to the Union within ten (10) business days following the meeting between the parties.

**Step Four:** In the event the parties are unable to reach an agreement, the matter will be referred to the Bureau of Mediation Services for mediation within ten (10) business days from receipt of the previous response. In the event the parties are unable to reach agreement with the aid of a mediator, Employer and the employee's representative shall select a mutually acceptable arbitrator to hear and decide the grievance. If they are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services of the State of Minnesota a list of five names. The parties shall alternately strike names from the list of five arbitrators until only one name remains. The order of striking shall be determined by a coin toss.

**Section 7.3.** The arbitrator shall hear and decide the grievance. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

**Section 7.4.** The arbitrator shall not have the power to add to, to subtract from or to modify in any way the terms of the existing contract. The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which caused a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Service, State of Minnesota.

**Section 7.5.** Processing of all grievances shall be during the normal work day whenever possible. An employee shall not lose wages due to his/her necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are as follows:

- 7.5.1 The number of employees equal to the number of persons participating in a grievance proceeding on behalf of the Employer; or
- 7.5.2 If the number of persons participating on behalf of the Employer is less than three (3), three (3) employees may still participate in the proceedings without loss of wages.

**Section 7.6.** The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. If a grievance is not presented within the time limits and no extensions are granted, the grievance will be considered waived.

Section 7.7. The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application any such provision or paragraph is held invalid, it shall not affect any other provision or paragraph thereof under different circumstances.

ARTICLE 8.0  
NO STRIKE/NO LOCKOUT

Section 8.1. The Union agrees not to encourage or participate in any illegal work stoppage, slowdowns, or willful absences of employees from their positions. Any employees who violate these provisions will be subject to discharge or discipline.

Section 8.2. The Employer shall not lock out unit employees.

Section 8.3. The provisions of this Article shall apply only during the duration of this Agreement.

ARTICLE 9.0  
PROBATION AND TRIAL PERIODS

Section 9.1. All newly hired or rehired employees shall be probationary and shall serve a six (6) month probationary period. The Employer reserves the right to extend the probationary period for up to three (3) additional months. In the event probation is to be extended, the Employer must advise the employee in writing before the start of the sixth (6th) month.

Section 9.2. The Employer, at its sole discretion, may discharge a probationary employee. Such action shall not be subject to the grievance procedure.

Section 9.3. All employees promoted or transferred to a new position shall serve a three (3) month trial period.

Section 9.4. Employees who do not successfully complete their promotional probationary period will return to their previous classification and pay.

Section 9.5. Employees serving a promotional probationary period may return to their previous classification and pay.

ARTICLE 10.0  
WORK SCHEDULES - PREMIUM PAY

Section 10.1. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 10.2. Workweek: The workweek shall be forty (40) hours of work for full-time employees. The schedules may vary by classification, department or season.

Section 10.3. Work shift: Work shift, staffing schedules, and the assignment of employees thereto, shall be established by the Employer.

Section 10.4. Work Schedule Changes: The Employer shall notify the employees one full pay period in advance of any permanent changes in their work schedules.

Section 10.5. Rest Breaks: Employees shall be granted one (1) paid rest break per half day work shift, not to exceed fifteen (15) minutes, at times designated by the Employer when the Employer determines that such breaks will not materially interfere with the rendering of services. The breaks will not be paid for if not taken and may not be added at the start or the end of the work shift.

Section 10.6. Meal Period: An unpaid meal period not to exceed one (1) hour shall be scheduled toward the middle of the work shift, at a time which the Employer determines does not interfere with the rendering of services.

Section 10.7. Overtime:

- 10.7.1 All hours worked in excess of forty (40) per week shall be considered overtime. For purposes of computing overtime, the workweek shall begin at 12:01 a.m. Monday.
- 10.7.2 Employees called back to work outside their regular work shifts shall be paid for a minimum of two hours.
- 10.7.3 Non-compensated leave of absence hours shall not be included in the worked hours per week required to qualify for overtime premium.
- 10.7.4 All work hours in compensated payroll status shall be considered as hours of work required to qualify for overtime premium.
- 10.7.5 The base rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor shall there be any pyramiding of premium compensation.

Section 10.8. Compensatory Time Off: Compensatory time off will be administered in accordance with the following:

- 10.8.1 Cash payment will be at times designated by Employer.
- 10.8.2 Compensatory time will be an option open to employees who will take time off from work in lieu of being paid, in cash, for hours of overtime worked.
- 10.8.3 Compensatory time will be credited to the employee at the rate of one and one-half (1-1/2) hours for each hour the employee works overtime, and overtime being defined previously.
- 10.8.4 The employee may accrue up to sixty (60) hours of compensatory time. Upon reaching this maximum additional hours, overtime will be compensated with cash payment.
- 10.8.5 Compensatory time off may be taken in blocks of up to sixteen (16) hours consecutively. Compensatory time may be taken at the discretion of the employee but the employee must notify his/her supervisor under the following criteria:

- a. Four (4) hours or less of time taken - one (1) working day notice.
- b. Over four (4) hours to eight (8) hours of time taken - two (2) working days notice.
- c. Over eight (8) hours to sixteen (16) hours of time taken - five (5) working days notice.

Notice may be waived by mutual agreement.

- 10.8.6 If, in the discretion of the Employee's supervisor, the approval of the taking of the time off will seriously reduce the operation of the employee's department, the supervisor may deny the request.
- 10.8.7 If the employee is scheduled to work overtime, the compensatory time may not be used to relieve the employee of that scheduled duty.
- 10.8.8 Compensatory time can be carried over from year to year but may not exceed forty (40) hours at any given time.
- 10.8.9 If an employee has chosen the option of compensatory time off rather than cash payment for over-time worked and decides he/she prefers cash payment, the employee must notify his/her supervisor of the number of hours he/she wishes to "sell back" and the City will pay the employee in cash for those hours, at the rate of pay they were earned at, and this payment will be made by the 10th of the month following the month in which it was requested.

Section 10.9. When the Employer creates a new classification or changes the job content of an existing classification, the Employer shall designate the position as exempt or non-exempt. The Employer shall notify the Union of such designation. The Union may request, in writing, that the Employer meet and confer concerning such designation within ten (10) days of notification. If the Employer and the Union cannot agree on the exempt or non-exempt status of the classification, the matter shall be submitted for final determination to the Bureau of Mediation Services. The Employer may utilize this procedure to define current positions as exempt.

Section 10.10. Effective January 1, 1997, an employee required by the Employer to be available for weekend or holiday work and to carry the telephone pager to receive calls shall receive twenty dollars (\$20.00) per weekend day or holiday payment.

Section 10.11. Employees assigned by the Employer to assume the full responsibilities of a higher job classification, for purposes other than vacation replacement, shall receive the salary of the higher classification after five (5) working days, not cumulative, in a calendar year. The salary paid shall be either beginning step of salary range for higher classification or that step which is closest to and greater than employee's current salary. In no case shall salary of employee working out of classification exceed the salary of the employee who is temporarily being replaced.

Section 10.12. Employees may request that their positions be re-evaluated on an annual basis. Requests for reevaluation must be submitted in writing by the employee on or before August 1 of any given year. The Employer must complete the review on or before October 1 of the given year. If there is a change in points, the Employer and the Union must meet prior to December 1 of that year. Any change in pay rate as a result of the change in points shall become effective on January 1, of the following year.

**ARTICLE 11.0**  
**HOLIDAYS**

**Section 11.1.** Employees shall be entitled to compensated time off for the following designated holidays, provided the employee was on paid status (working or using vacation or sick leave) on the employee's scheduled work day immediately preceding and the day immediately following.

**Section 11.2.** Designated holidays are as follows:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday After Thanksgiving
- Christmas Eve Day (4 hr)
- Christmas Day
- New Year's Eve Day (4 hr)

**Section 11.3.** Permanent part-time employees shall receive compensation for the holidays designated in Section 2 above, but on a prorated basis. Holiday compensation for such employees shall be paid at the employee's base rate of pay at the time of the holiday.

**Section 11.4.** Employees assigned to work on the designated holiday will receive overtime compensation at one and one half (1-1/2) times their base rate of pay for all hours worked on the holiday. This will be paid in addition to the normal holiday pay, but will in no case exceed two and one half (2-1/2) times the employee's base pay rate.

**Section 11.5.** When a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees. An employee, regardless of his/her work schedule, shall receive the same number of holidays as an employee whose normal workweek is Monday through Friday.

**Section 11.6.** Holidays which occur during an employee's approved and compensated sick leave period will not be chargeable to the employee's sick leave time.

**Section 11.7.** When a holiday occurs during an employee's approved and compensated vacation period, the employee shall have the option of (A) not having that holiday charged against his/her vacation time, or (B) having that holiday charged against his/her vacation time and receiving holiday pay for that holiday in addition to regular vacation pay.

**ARTICLE 12.0**  
**VACATIONS**

**Section 12.1.** All full—time employees shall be eligible for vacation leave benefits at their current base pay rate, except newly hired employees, who shall not be entitled to utilize vacation benefits during their probationary period.

**Section 12.2.** Permanent full-time employees shall accrue vacation benefits in accordance with the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status or approved military leave:

Date of hire through 1 year	40 hours per year.
Start of 2nd year through end of 5th year	80 hours per year.
Start of 6th year through end of 11th year	120 hours per year.
Start of 12th year through end of 16th year	160 hours per year.
Start of 17th year through end of 20th year	200 hours per year.

For each year after twenty (20) full years of employment, the employee will receive eight (8) additional vacation hours per year up to a maximum of 240 hours per year.

**Section 12.3.** Permanent part-time employees shall accrue vacation benefits in accordance with the above schedule, but on a prorated basis.

**Section 12.4.** Employees are expected to use their vacation within the year in which it is earned. An amount equivalent to one year's accrual may be carried forward from year to year. If on the Employee's anniversary date of employment with the Employer, the Employee's vacation accrual exceeds one year to which they are eligible to accrue, the Employee's vacation time in excess of one year's accrual shall be lost.

**Section 12.5.** Requests for vacation leave must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested, and fifteen (15) calendar days in advance of vacation periods more than five (5) days in duration. All vacation requests must be approved by the supervisor. The supervisor shall respond within twenty-four (24) hours to the forty-eight (48) hour request, and within five (5) days to the longer period request. The advance notice requirements may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the Employer. When it is necessary for the Employer to disapprove vacation leave requests because of the number of employees requesting leave exceeds the number of employees the Employer determines it is possible to grant vacation at one time, the Employer shall grant such requests on the basis of department seniority.

**Section 12.6.** Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated vacation time. Upon termination of employment, permanent employees will be paid for the unused accumulated vacation within the limits of Section 12.4.

**Section 12.7.** Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

**Section 12.8.** Employees who are called in to work during their vacation will receive time and one half (1-1/2) for all hours worked.

#### **ARTICLE 13.0 SICK LEAVE**

**Section 13.1.** Sick leave shall be earned by full-time employees at the rate of one day (8 hours) per month. Sick leave shall be earned by part-time employees on a pro-rata basis. Sick leave benefits, when authorized, shall be paid at the employee's current base pay rate.

**Section 13.2.** Sick leave benefits will only accrue when an employee is on paid status (earning wages, paid vacation or sick leave) or is on an approved military leave.

**Section 13.3.** Employees may carry over from year to year a maximum of nine hundred sixty (960 hours) . Each year, on a date specified by the Employer, there will be an accounting of sick leave hours. Any employees who have accumulated unused earned sick leave hours in excess of nine hundred sixty (960) hours shall be paid for those excess hours at the rate of one-half their regular rate of pay.

**Section 13.4.** Sick leave may be granted for disability due to illness, disability, the necessity for medical, dental or chiropractic care, or childbirth.

**Section 13.5.** Sick leave may be used for absence due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent for reasonable period of time as the employee's attendance may be necessary on the same terms upon which the employee is able to use sick leave benefits under Section 13.4.

**Section 13.6.** Sick leave usage shall be subject to approval and verification by the Employer, who may require the employee to provide verification from the medical authority of the need for sick leave, or attesting to the employee's ability to return to work.

**Section 13.7.** To be eligible for sick leave payment, an employee must notify her/his supervisor at the start of her/his designated shift, or earlier if possible. This notice may be waived if the Employer determines that circumstances prevented notification.

**Section 13.8.** Unauthorized use of sick leave may constitute cause for disciplinary action.

**Section 13.9.** An employee may use accrued sick leave to supplement worker's compensation payments, but in no case may payment exceed the employee's ordinary earnings.

**Section 13.10.** Employees may donate up to twenty-four (24) hours of their accumulated sick leave, per calendar year, to a fellow employee who is ill or injured and has depleted his or her accumulated sick leave. Donated sick leave shall be in minimum increments of one hour and shall be paid at the recipient's rate of pay.

**Section 13.11.** An employee may use sick leave as allowed under this section for safety leave. Safety leave may be used for assistance to the employee or assistance to the relatives described in paragraph 13.5. For the purpose

of this section, "safety leave" is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking. For purposes of this paragraph:

- (1) "domestic abuse" has the meaning given in section 518B.01;
- (2) "sexual assault" means an act that constitutes a violation under sections 609.342 to 609.3453 or 609.352; and
- (3) "stalking" has the meaning given in section 609.749.

Section 13.12. The employer may limit the use of safety leave as described in paragraph 13.11 or personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to 160 hours in any 12-month period.

#### ARTICLE 14.0 SEVERANCE COMPENSATION

Section 14.1. Permanent full-time and permanent part-time employees shall be eligible for severance compensation upon retirement, death or permanent layoff, in accordance with the following provisions:

- 14.1.1 Employees leaving employment in good standing after giving proper notice of termination will receive one half (½) of their accrued sick leave up to a maximum of 480 hour. In the event of an employee's death, this amount will be paid to his or her heirs. The City and AFSCME agree that bargaining unit employees who retire in calendar year 2017 or 2018 and are eligible for PERA shall receive sixty percent (60%) of their accrued and unused sick leave payable into the Post Retirement Healthcare Savings Plan established pursuant to MN Statute 352.98. For Employees to receive this sixty percent (60%), in lieu of the regular 50%, said Employee needs to submit a binding letter of retirement to the City at least 120 days in advance of the date of retirement.
- 14.1.2 Any employee who has been terminated and who has received severance compensation from unused sick leave shall not again receive severance compensation if they are reemployed by the Employer.
- 14.1.3 Any employee who has received severance compensation upon termination of employment shall not, upon re-employment with the Employer, attribute toward accrual of compensation benefits that previously earned accruals.
- 14.1.4 The City shall establish an Employer Sponsored Healthcare Savings Plan, which is administered by the Minnesota State Retirement System as per MN Statute 352.98.

Section 14.2. In the event severance compensation is due an employee as a result of death, the death benefits shall be paid to the surviving spouse or if no spouse survives, to the employee's estate.

#### ARTICLE 15.0 FUNERAL LEAVE

Section 15.1. In the event of the death of an employee's spouse, child, ward, parent, grandparent, sibling, stepchild, grandchild, or their spouse's child, ward, parent, grandparent, or sibling, stepchild, grandchild, an employee will be allowed paid leave of absence for actual time required to make necessary arrangements and attend funeral



services, up to three (3) days maximum. In certain cases, leave without pay may be given in excess of the three (3) day maximum at the discretion of the Employer.

## ARTICLE 16.0 LEAVES OF ABSENCE

Section 16.1. To the extent possible, requests for leave shall be made by the employees prior to the beginning of the period of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on approved leave of absence may cancel the leave and return to work early with the approval of the Employer.

Section 16.2. In accordance with state and federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive such wages which when combined with the military pay received will result in full compensation at his/her current base pay for the period of the active duty required for such training not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of the orders received. The employee shall apply for such leave as soon as practical after the necessity for the leave is known.

Section 16.3. Employees shall be entitled to military leaves of absence without pay for service in the armed forces of the United States. Such leave shall be authorized only in cases where the employee has been officially called to active duty in the military service, and shall be authorized only so long as the employee is in the service as required by the government. Seniority and longevity shall continue to accrue while the employee is on military leave of absence without pay.

Section 16.4. The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay any time the Employer finds the employee using the leave for purposes other than those specified at the time of approval.

Section 16.5. Medical Leave: An employee at the employee's option, may voluntarily elect to apply for an extended leave of absence without pay for medical or personal leave of absence which shall be granted for a period not to exceed six (6) months, and which will be treated as any other leave without pay.

Section 16.6. When an employee performs jury duty or is subpoenaed as a witness in court or voluntarily serves as a witness in a case in which the city is a party, the employee is entitled to compensation from the city equal to the difference between his regular pay and the amount received as a juror or witness.

Section 16.7. Union Business: The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting union business when such time will not unduly interfere with the operations of the department.

Section 16.8. Personal Leave: The Employer may grant a permanent employee a leave of absence without pay for a period of up to ninety (90) days. In extraordinary circumstances, such leaves may be extended for up to one year. Vacation or sick leave benefits will not accrue during a leave without pay.

Section 16.9. The Employer must grant an employee leave of up to a total of 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours. If the employee's child receives child care services as defined in MN Statute 119B.011, subdivision 7, or attends a prekindergarten regular or special

education program, the employee may use the leave time provide in this section to attend a conference or activity related to the employee's child, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Employer. Nothing in this section requires that the leave be paid; except that an employee may substitute any paid vacation leave or other Appropriate paid leave for any part of the leave under this section.

**ARTICLE 17.0**  
**ABSENCE WITHOUT LEAVE**

**Section 17.0.** Any absence of any employee from scheduled duty that it not properly reported to and authorized by the Employer, shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned his/her employment, provided that the Employer may grant approval for leave subsequent to the unauthorized absence if the Employer determines the circumstances surrounding the absence warrant such action.

**ARTICLE 18.0**  
**INSURANCE**

**Section 18.1.** Eligibility: Insurance benefit as herein specified shall apply only to employees regularly scheduled to work full time each week. Employer agrees to meet with the Union prior to changing insurance coverage.

**Section 18.2.** Effective January 1, 2017, the City will pay the full cost or \$809 per month, whichever is less, towards the cost of individual insurance under the group plan and the full cost or \$1,471 per month, whichever is less, towards family (includes individual) insurance under the group plan. Effective January 1, 2018, the City will pay the full cost or \$839 per month, whichever is less, towards the cost of individual insurance under the group plan and the full cost or \$1,541 per month, whichever is less, towards family (includes individual) insurance under the group plan. The Group Insurance Plan shall be the Blue Cross and Blue Shield Service Cooperative "CP 14" Plan.

**Section 18.3.** For part—time employees, the City will pay a proportionate share of their insurance premium based on their full-time equivalence, providing that they work the minimum number of hours required for eligibility for coverage under the City's group insurance program. Hours for eligibility to be computed on a monthly basis.

**Section 18.4.** Employees who can provide evidence of outside health insurance that is equivalent to the City's existing insurance may opt out of the City's health insurance would receive an amount equal to 50% of the total family health benefit which would be contributed to the City's deferred compensation plan. Investment selections at the direction of the employee.

**ARTICLE 19.0**  
**RIGHT OF SUBCONTRACT**

**Section 19.1.** In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this agreement, the Employer shall notify the Union when such determination is made but in no case less than thirty (30) calendar days in advance of the implementation of such determination. During said period,

the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the elimination of positions.

**ARTICLE 20.0**  
**INDIVIDUAL RIGHTS**

**Section 20.1.** Employees have the right to join or to refrain from joining the Union. Neither the Employer nor the Union shall discriminate against or interfere with the rights of employees to become or not to become members of the Union and, further, there shall be no discrimination or coercion against any employee because of union membership or non-membership. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

**Section 20.2.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on any basis prohibited by law.

**ARTICLE 21.0**  
**DISCIPLINE AND DISCHARGE**

**Section 21.1.** The Employer shall have the right to impose disciplinary actions on employees for just cause.

**Section 21.2.** Disciplinary action may include any of the following, depending on the severity of the cause: Oral Reprimand, Written Reprimand, Suspension, Discharge

**Section 21.3.** Reprimands will be done in a manner that will not embarrass the employee before other employees or the public.

**Section 21.4.** The Employer shall have the right to place any employee on paid administrative leave during an investigation of possible misconduct. Should the investigation find no misconduct, all records of the suspension shall be removed immediately from the employee's personnel file.

**Section 21.5.** The Employer will notify the Union representative in the event of a suspension or discharge.

**Section 21.6.** Notices of disciplinary actions will be removed from an employee's file if there are no further occurrences in a thirty-six (36) month period. Employee may add information of an explanatory nature.

**ARTICLE 22.0**  
**COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

**Section 22.1.** This Agreement shall represent the complete Agreement between the Union and the Employer.

**Section 22.2.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of

either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

**ARTICLE 23.0**  
**SAVINGS CLAUSE**

**Section 23.1.** This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of LA CRESCENT. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment no appeal has been taken within the time provided, such provision shall be void and negotiation shall begin on the voided provision within fifteen (15) days. All other provisions shall continue in full force and effect.

**ARTICLE 24.0**  
**COMPENSATION**

**Section 24.1.** Employees shall be compensated in accordance with Appendix "A" attached. The rates on Appendix "A" shall be effective 1/1/2017. Employees shall be placed on the new step that gives them an increase. Employees placed on Step 1 shall move to Step 2 (6 month step) on 7/1/2017. All current employees shall move an additional step on the scale January 1<sup>st</sup> of each calendar year hereafter.

**Section 24.2.** The Employer will reimburse Employees for receipted meal expenses when traveling to attend schooling or other City business up to a Maximum of \$31 per day.

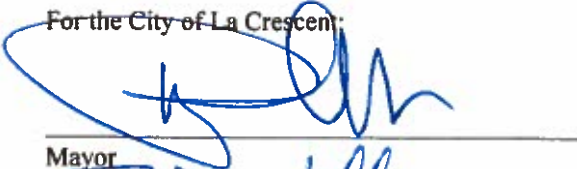
**Section 24.3.** Effective January 1, 2008, the Employer will increase the hourly rate of pay by twenty-five cents (\$0.25) per hour for any employee who acquires and maintains each of the following: a First Aid certificate, a CPR certificate (after obtaining the First Aid certificate), or 6 hours of Computer Training. The Employer will increase the hourly rate of pay by fifty cents (\$0.50) per hour for any employee who acquires and maintains First Responder certification. The maximum amount paid will be fifty cents (\$0.50) per hour for any combination of the above. Training may be taken during working hours with no loss of pay and any fees associated with the training will be paid by the Employer. The increase in hourly rate will be paid beginning the first pay period following completion of the appropriate training. Certifications must be renewed every two (2) years.

**Section 24.4.** Employees who have more than 10 years of employment with the City will move to the Longevity Step after one year on Step 5. All other employees will remain on Step 5 until they have been employed for 10 years before moving to the Longevity Step.

**ARTICLE 25.0**  
**TERM OF AGREEMENT**

This Agreement shall be in full force and effect from January 1, 2017 to December 31, 2018, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by September 15 prior to the anniversary date that it desires to modify or terminate this Agreement.

For the City of La Crescent:



Mayor

Dated:

1/12/2017

  
City Administrator

Dated:

1/12/2017

For Council 65 American Federation of State, County and Municipal Employees, AFL-CIO and affiliated Local No. 2166.

  
Local Chapter President

Dated:

1/14/17

  
Labor Representative

Dated:

1/19/17

APPENDIX A: JANUARY 1, 2017 and 2018  
SALARY SCHEDULE

JOB DESCRIPTION	STATUS	START STEP 1	6 MO. STEP 2	1 YR. STEP 3	2 YR. STEP 4	3 YR. STEP 5	10 YR. LONGEVITY STEP	Annual at LONGEVITY STEP
315-345	APPROVED							
UTILITY MAINT. SUPERVISOR	3/26/1996	\$27.36	\$28.04	\$29.11	\$30.23	\$31.39	\$32.01	\$66,590.97
305	APPROVED							
BUILDING OFFICIAL	9/19/2013	\$24.52	\$25.23	\$26.20	\$27.20	\$28.25	\$28.81	\$59,928.30
235-300	APPROVED							
ASSIST. UTIL. MAINT. SUPERVISOR	1/21/1997	\$24.52	\$25.23	\$26.20	\$27.20	\$28.25	\$28.81	\$59,928.30
213-245	APPROVED							
DEPUTY CLERK	7/24/2001	\$22.56	\$22.89	\$23.77	\$24.68	\$25.62	\$26.13	\$54,356.95
195-205	CURRENT							
UTIL. MAINT. #2 WTR C: WWC		\$20.82	\$21.22	\$22.03	\$22.88	\$23.75	\$24.23	\$50,397.32
158-196	APPROVED							
ADMINISTRATIVE ASST. ACCOUNTANT	1/21/1997	\$19.54	\$19.76	\$20.51	\$21.30	\$22.12	\$22.56	\$46,920.25
153-166	CURRENT							
UTIL. MAINT. #1 WTR D: WWD		\$18.95	\$19.19	\$19.93	\$20.69	\$21.49	\$21.91	\$45,582.67
128-143	CURRENT							
POLICE ADMIN. SECRETARY VEHICLE LICENSE BUREAU CLERK		\$17.33	\$17.78	\$18.46	\$19.17	\$19.91	\$20.30	\$42,231.89
BOOKKEEPER	7/24/2001							
119-124	APPROVED							
LABORER	11/27/2000	\$15.90	\$17.37	\$18.04	\$18.73	\$19.45	\$19.83	\$41,255.20
99-113	APPROVED							
OFFICE ASSISTANT	1/1/2004	\$15.76	\$16.68	\$17.31	\$17.98	\$18.67	\$19.04	\$39,602.90
94-105	APPROVED							
RECEPTIONIST	11/27/2000	\$14.75	\$15.57	\$16.16	\$16.78	\$17.42	\$17.77	\$36,966.56

**MEMORANDUM OF AGREEMENT**  
**Re: Funding of Post Retirement Healthcare Savings Plan**

The City of La Crescent and the American Federation of State, County and Municipal Employees, Council 65 and Affiliated Local Union No. 2166 are parties to a Collective Bargaining Agreement.

The City and AFSCME agree that bargaining unit employees who have been employed by the City for 5 years or more prior to termination of employment and who are eligible for payment of severance benefits under Section 14.1 shall have said severance benefits payable into the Post Retirement Healthcare Savings Plan established pursuant to MN Statute 352.98.

For the City of La Crescent:

  
\_\_\_\_\_

Dated: 1/12/2017

Mayor

  
\_\_\_\_\_

Dated: 1/12/2017

City Administrator

For Council 65 American Federation of State, County and Municipal Employees, AFL-CIO and affiliated Local No. 2166.

  
\_\_\_\_\_

Dated: 1/11/17

Local Chapter President

  
\_\_\_\_\_

Dated: 1/9/17

Labor Representative