

AGREEMENT BETWEEN

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL NO. 65 (AFSCME)
LOCAL 2566, CITY OF AUSTIN EMPLOYEES**

AND

THE CITY OF AUSTIN, MINNESOTA

2017 – 2019

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ARTICLE I

INTENT AND PURPOSE

- 1.1 This agreement, entered into this 3rd day of January 2017, between the City of Austin, hereinafter referred to as the City or Employer, and American Federation of State, County and Municipal Employees, Council No. 65 (AFSCME) Local 2566, hereinafter referred to as the Union, is intended to set forth the results of collective bargaining negotiations between the City and the Union. Its purpose is to establish standard conditions of employment for employees in the bargaining union, and to conform with the Public Employment Labor Relations Act of 1971, as amended, to promote harmonious relationships and economy of city government. It is agreed by the parties that the City will take such steps as are necessary to implement the provisions of this agreement, such as, but not restricted to, passage and changes of new and existing administrative directives, ordinances and resolutions.
- 1.2 The Union recognizes that the City of Austin is an equal opportunity employer. Therefore, it is mutually agreed and covenant that neither city personnel practices, civil service rules or union regulations shall allow or require discrimination against any applicant or employee on the basis of race, color, national origin, religion or sex.

ARTICLE II

RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes and to have a representative of their choosing for all employees defined as follows:

Assistant City Engineer
Assistant Shop Supervisor
Assistant Street Superintendent
Fire Chief
Library Director
Nature Center Director
Parks, Recreation, Forestry and Nature Center Director
Park Supervisor
Planning and Zoning Administrator
Public Works Director/City Engineer
Recreation Supervisor
Sewer Maintenance Supervisor
Street Superintendent

RECOGNITION (continued)

Wastewater Treatment Plant Maintenance Supervisor
Wastewater Treatment Plant Operations Supervisor
Wastewater Treatment Plant Superintendent

- 2.2 Employees who enter into an AFSCME covered position from another of the City organized units shall receive a written wage/benefit comparison from the employer before they finalize a decision on the transfer.

ARTICLE III

EMPLOYER AUTHORITY

- 3.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE IV

SAVINGS CLAUSE

- 4.1 This agreement is subject to law. 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 or decree, no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provisions may be re-negotiated at the written request of either party.

ARTICLE V

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES

5.1 DEFINITION OF A GRIEVANCE

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

UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining union having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

PROCEDURE

Grievance, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the

ARTICLE V

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES (continued)

AGREEMENT allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator or designee. The City Administrator or designee shall give the UNION the EMPLOYER'S Step 2 answer in writing within then (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the City Administrator or designee's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration. The EMPLOYER and the UNION representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

ARBITRATOR'S AUTHORITY

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

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

ARTICLE V

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES (continued)

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE VI

UNION ACTIVITY

- 6.1 The Union agrees to conduct its business off the job as much as possible. This article shall not operate as to prevent a representative from the proper conduct of any grievance in accordance with the procedures outlined in this agreement and shall not work to prevent certain routine business such as the posting of notices and bulletins.
- 6.2 The Employer hereby agrees not to deduct such reasonable time from the pay of such officers, members, or representative and agrees also that time spent in the conduct of grievance and in bargaining shall not be deducted from the pay of the delegated employee representatives. Spokespersons for the bargaining committee for the purpose of dealing with the Employer shall be limited to no more than three (3) members. The Union agrees to provide the Employer with the names of said persons.
- 6.3 The Employer agrees to provide a payroll deduction option for employees for the AFSCME political fund known as "PEOPLE". Employees must submit a written payroll deduction authorization. The deduction must be for a minimum of one year and will be taken out each pay period.

ARTICLE VII

SICK LEAVE

- 7.1 Sick leave will be accumulative at the rate of eight (8) hours for each month of service up to twelve (12) months of service each year and may be used as it is earned on a monthly basis.
- 7.2 Sick leave shall be accumulative without a limit as to its accumulation.
- 7.3 Sick leave shall be granted only where accident or illness disables the employee from performing their regular duties in their accustomed manner or as provided by state or federal law.

Per Minn. Stat. §181.9413, as amended and updated from time to time, employees may use sick leave for their children, adult children, spouses, siblings, parents, mother-in-law, father-in-law, grandchild, grandparents and stepparents. Sick leave usage for this group of covered individuals is limited to 160 hours per calendar year (combined, not 160 per individual). The 160 hour limit does not apply to the employee's stepchild, biological or foster children either under 18 or under 20 if still attending secondary school.

If abuse is suspected, the Employer may request notification from a physician substantiating such illness in order for the payment of sick leave to be approved.

- 7.4 Accumulated sick leave, with credited vacation leave together in an amount not to exceed one year's present pay will be paid at employees' retirement

For employees hired after April 1, 2006, sick leave shall be paid out at fifty percent (50%) of accumulation, which shall not exceed an amount equivalent to one year of pay.

This payment will only be paid upon retirement in accordance with the appropriate vacation and sick leave agreement terms or upon involuntary termination when the Employer abolishes the position.

PERA Police and Fire Fund: Five (5) years of service and fifty (50) years of age.

PERA Coordinated Fund: Five (5) years of service and fifty-five (55) years of age.

ARTICLE VII

SICK LEAVE (continued)

PERA Basic Fund: Five (5) years of service and fifty-five (55) years of age.

Payment will be based on the following formula:

Each year sick leave hours will be kept on the following basis:

A record will be kept of the hours earned and taken and a separate record will be kept each year on the value of the hours earned and taken at the rate that they are earned and taken. The method of using accumulated sick leave hours will be based on the first in – first out method.

If death should occur before retirement, the accumulated sick leave will be paid to designated beneficiary, if none designated, then to the spouse, and if no spouse, then to be paid to the estate.

Payment for unused accumulated sick leave in accordance with the above terms shall not exceed the equivalent of one-year (2,080 hours) of the employee's highest salary/wage year.

ARTICLE VIII

JURY DUTY

- 8.1 All fulltime employees shall be granted a leave of absence for service on a jury. They shall be compensated the difference in their regular pay and that received for such jury duty by the Employer. If they report for jury duty and are subsequently excused from such duty, they shall return at once to their regular work.
- 8.2 The employee, in order to receive the difference in their regular pay and that received for jury duty, shall present their jury duty check to the City Recorder for verification.

ARTICLE IX

MILITARY LEAVE

- 9.1 Any regular employee who is a member of a reserve force of the United States or of this state, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervisions of the United States or this state which would prevent them from performing their regular work, shall be granted a leave with pay upon request not to exceed fifteen (15) calendar days, provided, however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective draft program at the time of the request.
- 9.2 Notice shall be given the Employer at least five (5) working days after receipt of said orders and no less than twenty-four (24) hours prior to date of leave, except that when said orders are received at a time which would make compliance with this provision impossible, the employee shall give notice at the earliest practical time.
- 9.3 Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to Minnesota Statutes and Federal Law.

ARTICLE X

HOLIDAYS

- 10.1 All employees in each contract year shall be permitted eleven (11) working days off (88 benefit hours) with pay in lieu of holidays.
- 10.2 The following days are established as holidays:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

ARTICLE X

HOLIDAYS (continued)

Supervisors whose employees have different holidays than above are required to take the same holidays as their employees.

- 10.3 Employee's required to work on one of the above named holidays will be provided \$100 holiday premium pay as long as four (4) or more consecutive hours are worked on the holiday. This premium pay is per holiday, not per every four hours of work. Anything less than four (4) hours of work does not qualify for holiday premium pay. Employees will be allowed to use their unused holiday time (hours required to work) for time off at a later date.

ARTICLE XI

VACATION

- 11.1 Vacations will be computed on the following basis:

When the date of hire is between January 1st and July 1st, on the following January 1st, credit for two (2) weeks will be given. When the date of hire is between July 1st and October 1st, credit for one (1) week will be given on the following January 1st. When the date of hire is between October 1st and January 1st, credit for two (2) weeks will be given on January 1st, a year later.

- 11.2 After one (1) year of service, the employee will receive a total of two (2) weeks vacation and after five (5) years of service the employee will receive a total of (3) weeks vacation and after twelve years (12) years of service will receive a total of four (4) weeks vacation and after twenty (20) years of service will receive a total of five (5) weeks vacation and after twenty-five (25) years of service will receive a total of six (6) weeks vacation based on the following formula:

When the end of the 4th, 11th, 19th or 24th year falls between January 1st and July 1st additional weeks vacation will be credited on the following January 1st. When the end of the 4th, 11th, 19th or 24th year falls between July 1st and January 1st, additional week's vacation will be credited on January 1st, a year later.

Vacation Schedule:

1 Year	2 weeks or 80 hours or 10 working days
5 Years	3 weeks or 120 hours or 15 working days

ARTICLE XI

VACATION (continued)

12 Years	4 weeks or 160 hours or 20 working days
20 Years	5 weeks or 200 hours or 25 working days
25 Years	6 weeks or 240 hours or 30 working days

Vacations may be taken a day at a time if it does not compromise the proper functioning of the department.

- 11.3 Vacation leaves shall be taken during each calendar year except that up to forty (40) hours of vacation may be carried into the following calendar year.

ARTICLE XII

FUNERAL LEAVE

- 12.1 Funeral leave will be granted employees up to a maximum of three (3) calendar days for the purpose of arranging for or attending the funeral of a member of their family, provided the employee makes arrangement with their department; the day of absence is one of the three days commencing with the day of such death or the day immediately following the day of such death, the day of absence is not later than the day of such funeral except where substantial travel time is required; the employee, when requested, furnishes proof satisfactory to the City of the death, their relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral.
- 12.2 For the purposes of the above paragraph, a member of the immediate family means the employee's spouse, child, grandchild, mother, father, sister, brother, mother-in-law and father-in-law, employee's and spouse's grandparents, brother-in-law and sister-in-law.
- 12.3 Employees shall be entitled to up to four (4) hours of paid leave to serve as a pallbearer at a funeral scheduled during the employee's regular work day for which paid leave is not available under 12.1 above. Eight (8) hours of paid pallbearer leave shall be granted for funerals thirty (30) or more miles from Austin. Paid leave shall not be available for serving as an honorary pallbearer.

ARTICLE XIII

EMPLOYEE'S INSURANCE COVERAGE

- 13.1 Beginning in January 1, 2017, the City will make available a major medical base health insurance plan option to employees and dependents. The City's base plan will be Plan C, with a HRA. The City will negotiate any changes in the base plan coverage. The employer reserves the right to change from a self-insured health plan to a fully insured plan from a private insurance company for this plan provided that the aggregate value of this plan is not changed.

In the event the City offers additional health insurance plans, these optional plans are not negotiated plans and changes to these plans may be made at the employer's discretion, including changing from a self-insured health plan to a fully insured health plan. Employees who choose an optional plan, must pay any difference if the cost is greater than the cost of the negotiated plan. These optional plans shall not be negotiated nor subject to M.S. 471.6161 and any additional plans may be added at the City's sole discretion.

Beginning January 1, 2017 the City contribution and cap will be One Thousand One Hundred dollars (\$1,100.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred Twenty-five dollars (\$425.00) per month for single coverage with the employee picking up the remaining balance of the plan the employee has selected.

City contribution shall not exceed the total monthly premium payment.

There will be an enrollment period each year for coverage effective January 1 of the next year. Employees may change plans during this enrollment period with their choice effective January 1st through December 31st. The coverage for the insured employee and family must be by the same plan each year.

A health insurance plan will be available to retired insureds as established and on record in the Human Resources Department. The City will not make any contribution toward the cost of the health insurance or cost of the supplemental coverage for retired insureds or dependents covered by Medicare.

- 13.2 In the event the health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act, the Bargaining Unit and Employer will meet and confer over alternative provisions so as to comply with the Act.
- 13.3 The Employer will pay the Employer's share of the premium for all employees who are on leave of absence due to sickness or injury for up to six (6) months except employees disabled on a compensable disability (receiving Workers'

ARTICLE XIII

EMPLOYEE'S INSURANCE PROGRAM (continued)

Compensation). Employer will be under no obligation to pay any health insurance after the six-month period.

- 13.4 The Employer will pay the Employer's share of the premium for up to twelve (12) months for all employees who are disabled with compensable disability (receiving Workers' Compensation). Employer will be under no obligation to pay any health insurance after the twelve-month period.
- 13.5 The Employer shall pay the premium for a \$40,000 term life insurance policy with accidental death and dismemberment.
- 13.6 New employees will sign authorization cards for all insurance on the first day of employment and the insurance will be in effect on the date of hire.
- 13.7 An income protection insurance (long term disability) policy will be furnished for employees covered by this agreement, which will pay for accident or sickness until age 65, and will pay 60% of monthly earnings subject to a maximum schedule amount of \$5,000/month, and will take effect on the 91st calendar day of sickness or accident. Employer to pay 40% and employee to pay 60% of the premium.
- 13.8 When an employee is off work with an eligible compensation injury, they shall receive the difference between their compensation check and their regular check for the first thirty (30) calendar days. After the first thirty (30) days, the employee may use sick leave in an amount sufficient so that with their compensation check they will receive their regular salary.
- 13.9 The Employer will allow for use of up to a maximum of \$750.00 per year from the employee's accumulated sick leave account of equal or greater value, which can be applied each year toward satisfying deductible costs. Payment to be in the form of reimbursement after the deductible cost has been paid by the insured and receipts submitted to the Employer showing payment.
- 13.10 An employee who retires and has unused sick leave pay available may choose to leave all or part of the sick leave pay in a reserve account with the Employer to be used to pay the Employer the monthly cost for the employee's medical/hospital insurance when they choose to stay on the City's health insurance plan after retirement. No interest on the employees' money in their reserve account shall be earned by the retired Employee and paid by the Employer. The Employee may choose to close the account effective the first

ARTICLE XIII

EMPLOYEE'S INSURANCE PROGRAM (continued)

of the month and receive payment for any balance in their reserve account. The maximum sick leave balance paid by the Employer will not exceed one year's salary.

- 13.11 All employees covered by this labor agreement will participate in a Post Employment Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS). Per Minn. Stat. §352.98, the Employer will setup and administer the program as defined and determined by MSRS. Employees will contribute one percent (1%) of their salary to the Post Employment Health Care Savings Plan through regular payroll deduction.

Eligible employees who are eligible for retirement under PERA guidelines shall contribute one-hundred percent (100%) of accrued unused sick leave, as accrued and accumulated per Article VII of the labor agreement, upon retirement into a Post Employment HCSP with the MSRS as follows.

Employees with less than 25 years of City service; contributions not to exceed \$45,000

Employees with more than 25 years of City service but less than 35 years; contributions not to exceed \$70,000

Employees with more than 35 years of City service; contributions not to exceed \$80,000.

Accrued unused sick leave balances in excess of the maximum amounts listed for each tier, will be paid directly to the employee or other designated account as appropriate or allowed by law.

If death should occur before retirement, the accrued unused sick leave will be made payable per the terms as outlined in Article VII of the labor agreement and not as outlined above.

- 13.12 Employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$215.00 to opt out of the City of Austin health insurance plans. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

ARTICLE XIV

PAY PLAN

14.1 The monthly salaries stated in an hourly rate are listed below for the positions covered by this Agreement for 2017 – 2019:

<u>Position</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Assistant City Engineer	43.18	44.48	45.48
Assistant Shop Supervisor	33.31	34.31	35.08
Assistant Street Superintendent	33.31	34.31	35.08
Fire Chief	45.51	46.88	47.93
Library Director	40.70	41.92	42.86
Nature Center Director	32.55	33.53	34.28
Park & Rec. Director	40.48	41.69	42.63
Park Supervisor	35.01	36.06	36.87
Planning and Zoning Administrator	35.66	36.73	37.56
Public Works Director	55.38	57.04	58.32
Recreation Supervisor	29.41	30.29	30.97
Sewer Maintenance Supervisor	33.74	34.75	35.53
Street Superintendent	38.74	39.90	40.80
WWTP Maintenance Supervisor	33.31	34.31	35.08
WWTP Operations Supervisor	33.34	34.34	35.11
WWTP Superintendent	43.19	44.49	45.49

Employees shall advance within the wage step schedule on their employment anniversary date.

0 – 12 months	84% of wage for position as shown in Article 14.1
12 – 24 months	88% of wage for position as shown in Article 14.1
24 – 36 months	92% of wage for position as shown in Article 14.1
36 – 48 months	96% of wage for position as shown in Article 14.1
Over 48 months	100% of wage for position as shown in Article 14.1

ARTICLE XIV

PAY PLAN (continued)

- 14.2 The salaries as listed in Article 14.1 represent the top pay for each position. In the event these individuals terminate, the salary amount will be renegotiated and agreed to by the person being appointed to the vacant position and the Employer.
- 14.3 Pay plan adjustments (excluding the increases listed in 14.1) will only be granted provided the City Administrator and/or the employee's department head consider the employee's performance to be satisfactory based upon a written evaluation once a formal performance evaluation system is adopted. Employee may appeal this decision to the City Council. The decision of the City Council shall be final. When an employee's performance sufficiently improves by the reevaluation date, said adjustment will be made in part or in full depending upon the outcome of the reevaluation.
- 14.4 If a position is reevaluated, the employee's pay may be changed upward or downward as per the pay ranges adopted in the Pay Plan. These changes shall become effective immediately.

ARTICLE XV

PREMIUM PAY

- 15.1 Overtime at the rate of time and one-half will be granted to the positions designated below for any hours worked in a seven-day period (Sunday through Saturday) in excess of 48 hours provided that the department head approves the hours to be worked in advance. For the purpose of calculating above, holiday and sick hours will be considered hours actually worked.

Eligible positions: Park Supervisor, WWTP Maintenance Supervisor, WWTP Operations Supervisor, Sewer Maintenance Supervisor, Street Superintendent, Assistant Street Superintendent and Assistant Shop Supervisor.

ARTICLE XVI

UNIFORM & CAR ALLOWANCE

- 16.1 The Fire Chief shall receive an annual uniform allowance of \$700.00. The allowance shall be spent on official uniform articles as per the attached Appendix "A" for the Fire Chief uniforms. A uniform account shall be kept by the Finance Department for each position.

An employee terminating employment during the year will reimburse the City up to the current annual allowance on a pro-rated basis for any month in which he/she has not worked.

- 16.2 The Employer shall pay from the uniform account invoices submitted by the Fire Chief from either the uniform vendor or for claims submitted by the employee with attached receipt showing payment by the employee for the uniform article.
- 16.3 Any unspent funds in the uniform account shall be carried forward to the next fiscal year uniform account for the Fire Chief.
- 16.4 The Public Works Director and Planning and Zoning Administrator shall receive \$400.00 per month car allowance to compensate for personal vehicle use for City business.
- 16.5 The Employer shall provide appropriate protective clothing and safety glasses/eyewear as required by state and federal law or where the employee's duties require the provision of such protective clothing or safety glasses or eyewear.

ARTICLE XVII

GENERAL

- 17.1 The City will reimburse employees fifty (50%) percent tuition reimbursement for college credit courses in a subject deemed by the Employer to be of related value to the position the employee holds with the Employer. Course must be from a public college/university with reimbursement paid to the employee upon course completion and a letter grade of "C" or higher or receive a "Pass" on a pass/fail system. A written course grade report as well as a receipt for tuition from the institution is required before Employer pays reimbursement to the employee.

ARTICLE XVII

GENERAL (continued)

- 17.2 Upon presentation of an authorized dues payroll deduction to the Finance Department, the Employer shall make the necessary deductions from employee's paycheck on a monthly basis and remit it to appropriate office of AFSCME, Council No. 65 on behalf of Local 2566.
- 17.3 Employees in the positions of Assistant Street Superintendent, Street Superintendent, Shop Supervisor, Sewer Maintenance Supervisor, Assistant City Engineer, Public Works Director, WWTP Superintendent, WWTP Maintenance Supervisor and Park Supervisor will be provided up to \$200.00 every two years toward the purchase of prescription safety glasses according to the following rules:
- A. Glasses must meet OSHA regulations.
 - B. Glasses must include side clamps (either permanent or removable, with the expectation that they are worn during work hours).
 - C. A plastic lens will be used and it shall be coated with a scratch-proofing compound.
 - D. Employer contribution shall be available on an annual basis.
 - E. The payment paid to vendor by Employer or reimbursed to employee from appropriately detailed receipt.
 - F. No carry-over beyond the two-year time period.
- 17.4 Employees in the positions of Assistant Street Superintendent, Sewer Maintenance Supervisor, WWTP Maintenance Supervisor, WWTP Operations Supervisor and Park Supervisor shall be reimbursed up to \$200.00 annually toward the purchase of work clothing items. The Employer will reimburse the employee upon submission of a receipt from the vendor that has been paid.

Balance may be carried forward from year to year. The Human Resources Department will administer the account.

An employee terminating employment during the year will reimburse the City up to the current annual allowance on a pro-rated basis for any month in which he/she has not worked.

ARTICLE XVIII

DURATION

18.1 This Contract shall remain in full force and effect from January 1, 2017 to December 31, 2019 and from year-to-year thereafter unless ninety (90) days written notice is given by either party hereto of their intention to terminate this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract on this 3rd day of January 2017.

SIGNATURE OF LOCAL 2566
REPRESENTATIVES OF
AFSCME, Council No. 65
BARGAINING COMMITTEE

Henry Wallace
President 12/30/16

Paul Jenkins

Ralph Sundman

Chris Hanson
Chris Hanson, AFSCME Council No. 65
Representative

SIGNATURE OF CITY
REPRESENTATIVE
CITY OF AUSTIN, MINNESOTA

Thomas A. Hill
Mayor

ATTEST:
Tammy Pahl
City Recorder

APPENDIX A

FIRE CHIEF UNIFORM ITEMS

Dress Shirts
Jacket/Blazer
Badges
Collar Insignia

Shoes
Rubbers
Belts
Coats

Dress Slacks
Ties
Name Plates

APPENDIX B

COMPENSATORY TIME

Except as hereinafter specifically provided for, the accumulation and use of compensatory time by all employees shall cease as of March 30, 2007.

Prior to March 30, 2007, certain employees have accumulated compensatory time. The names of these employees and the hours of compensatory time which they have accumulated and which are unused are as follows:

<u>Employees</u>	<u>Hours of Unused Accumulated Compensatory Hours (updated as of 12/10/16)</u>
Steven Lang	203.00
Randy Overocker	238.40
Joe Sunderman	132.95

The use of unused accumulated compensatory hours above set forth by these identified employees shall be subject to and limited by the following conditions, to wit:

- A. Employees above identified may use up to a maximum of 40 hours per calendar year of the unused compensatory hours they did accumulate prior to March 30, 2007.
- B. Notwithstanding the foregoing, any unused and accumulated compensatory time as above set forth may be used to reimburse said employees for sick leave taken for a catastrophic event so long as the employee completes the entire qualifying period required to receive long-term disability benefits (90 calendar days).
- C. In no event may said employee's use of compensatory time as provided for in said paragraphs A and B exceed the total of the unused accumulated hours of compensatory time listed above.
- D. As the said unused accumulated compensatory hours are used by the above identified employees as provided herein, the balance of said compensatory hours available for the use of said employees shall be reduced on an hour for hour basis.
- E. Any of said unused accumulated compensatory time not used by said employees as above set forth will be forfeited upon the employee's resignation, death, discharge or retirement and no compensation, monetary or otherwise, shall be given or paid to said employees for unused compensatory time.
- F. Employees and Employer specifically acknowledge and agree that no further compensatory time shall accumulate from and after March 30, 2007.