

Labor Agreement

Between

**The City of Buhl
Minnesota**

And

**AFSCME Local 453
Buhl City Employees**

January 1, 2016 – December 31, 2018

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LABOR AGREEMENT

between

THE CITY OF BUHL

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL UNION NO. 453, AFL-CIO

ARTICLE I. **PURPOSE OF AGREEMENT.**

This Agreement is entered into between the City of Buhl, hereinafter called the EMPLOYER, and Local No. 453 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of 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.

ARTICLE II. **RECOGNITION.**

City of Buhl, Minnesota, recognizes Local 453, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes of all regular, full-time and part-time employees as they are defined and set forth in the Public Employment Labor Relations Act for the State of Minnesota, hereinafter referred to as PELRA.

ARTICLE III. UNION SECURITY.

In recognition of the UNION as the exclusive representative, the Employer shall:

- 3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the UNION from the wages of all employees authorizing in writing such deduction, and
- 3.2 Remit such deduction to the appropriate designated officer of UNION.
- 3.3 The UNION may designate certain employees from the bargaining unit to act as stewards, and shall inform the EMPLOYER in writing of such choice.
- 3.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE IV. EMPLOYER SECURITY.

The UNION agrees that during the life of this AGREEMENT it will not cause, encourage, participate in, or support any strike, slow down, other interruption of or interference with the normal functions of the EMPLOYER.

ARTICLE V. EMPLOYER AUTHORITY.

- 5.1 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.
- 5.2 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 VI. EMPLOYEE RIGHTS. GRIEVANCE PROCEDURE.

6.1 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.

6.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit 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.

6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as 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.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, 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 EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within twenty (20) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within twenty (20) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within twenty (20) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the EMPLOYER'S final answer in Step 4. A grievance not appealed in writing to Step 5 by the UNION within ten (10) calendar days shall be considered waived.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

6.5 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 upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- 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.

6.6 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.

6.7 CHOICE OF REMEDY

If, as a result of the EMPLOYER response in Step 4, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Article VI or a procedure such as: Civil Service, Veterans Preference, or Fair Employment. If appealed to any procedure other than Step 5 of Article VI, the grievance is not subject to the arbitration procedure

as provided in Step 5 of Article VI. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 5 of Article VI or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5 of Article VI.

ARTICLE VII. DEFINITIONS

- 7.1 UNION: The American Federation of State, County and Municipal Employees, Local No. 453, AFL-CIO.
- 7.2 EMPLOYER: The City of Buhl.
- 7.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Local No. 453, AFL-CIO.
- 7.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 7.5 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowance.
- 7.6 SENIORITY: Length of continuous service with the EMPLOYER.
- 7.7 STAND-BY DUTY: When an employee is assigned to be available for duty from 3:30 p.m. on Friday to 7:00 a.m. on Monday.
- 7.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of a scheduled shift, or an averaged forty (40) hour work week.
- 7.9 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back.
- 7.10 MEED AND WORK STUDY EMPLOYEES: No work study or MEED workers shall be used to displace any bargaining unit employees, or do the normal duties of bargaining unit employees.
- 7.11 PART-TIME EMPLOYEE: Any employee who is scheduled to work a minimum of 14 hours per week or more, or less than 40 hours per week, 67 days in a calendar year, or any employee who has already been determined as a public employee by the Bureau of Mediation Services.
- 7.12 FULL-TIME EMPLOYEE: Any employee who is regularly scheduled to work forty (40) hours per week.
- 7.13 RECALL: The call back of an employee to a full time or part time position for which they are qualified after a formal layoff.

ARTICLE VIII. SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of Buhl. In the event any provision 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 provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE IX. WORK SCHEDULES.

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) hours (7 a.m. to 3:30 p.m.) The normal work week shall be forty (40) hours, Monday through Friday.
- 9.2 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 9.3 An unpaid lunch break will be one-half hour. Employees are granted one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. Street/Utility employees may also opt to take one thirty (30) minute break in the morning and no breaks in the afternoon.

ARTICLE X. OVERTIME PAY.

- 10.1 Hours worked in excess of a scheduled shift, or an averaged forty (40) hour work week will be compensated for at one and one-half (1-1/2) times the employee's regular base pay.
- 10.2 Overtime worked may also be taken as compensatory time as outlined in the Fair Labor Standards Act as amended 1985.

Employees will be allowed a maximum accumulation of 66.7 hours straight time or 100 hours comp time per calendar year (January 1 to December 31). An employee will be allowed to carry over 30 hours straight time or 45 hours comp time from one year to the next. Any comp time over the 30 hours straight time carry over shall be paid out at the rate of time and one-half (1-1/2) on the last pay period of the year.

In the scheduling of comp time, the wishes of the employee will be respected as to the time of taking comp time, insofar as the needs of service for the City will permit.

- 10.3 Overtime will be distributed as equally as practicable.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 10.5 No employee shall work more than sixteen (16) consecutive hours in one day without at least one eight (8) hour break in-between shifts.

- 10.6 Weekend duty for the purpose of monitoring the water/sewer pumps will be rotated amongst the qualified street/utility employees. The employee will be paid the equivalent of four (4) hours per day at time and one-half. The employer has the right to subcontract out the weekend duty in the event that no active employee(s) are able to work the weekend duty.

ARTICLE XI. CALL BACK.

An employee called back to work at a time other than his normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate.

ARTICLE XII. RIGHT OF SUBCONTRACT.

- 12.1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.
- 12.2 The EMPLOYER agrees that any employee employed by the EMPLOYER on or before August 1, 1988, will not be laid off as a result of any subcontracting done by the EMPLOYER. This section does not apply to employees hired after August 1, 1988.

ARTICLE XIII. DISCIPLINE.

The EMPLOYER will discipline employees only for just cause, and disciplinary action shall be conducted as follows:

1. No employee shall be disciplined, suspended, or terminated, except for just cause. Progressive discipline shall be imposed in the following manner:
 - I. First Offense - Written Warning
 - II. Second Offense - Three Day Suspension
 - III. Third Offense - Five Day Suspension
 - IV. Fourth Offense - Termination of Employment
2. Progressive discipline need not be followed by the City in cases involving gross misconduct.
3. Any written warning issued to an employee will be removed from his personnel file after the expiration of one year, and the progressive disciplinary procedure will again commence to start with the first step. This expunction does not apply to any but the first step.

ARTICLE XIV. PROBATIONARY PERIOD.

- 14.1 All newly hired or rehired employees will serve a six (6) months probationary period.
- 14.2 All employees will serve a three (3) month probationary period in any job classification in which the employee has not served a probationary period.
- 14.3 At any time during the probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.

- 14.4 At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER.

ARTICLE XV. SAFETY.

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner.

ARTICLE XVI. PROMOTIONS.

- 16.1 All vacancies for permanent job openings will be posted for a period of ten (10) working days.
- 16.2 Employees interested in making application for such posted vacancies shall do so within the ten (10) day posted period. All employees making an application shall be considered for the vacancy.
- 16.3 The EMPLOYER will fill vacancies with the best qualified applicant.
- 16.4 Seniority will be the determining criterion for vacancies only when all other job-relevant qualification factors are equal.
- 16.5 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article XIV (Probationary Period)

ARTICLE XVII. LAY OFF.

- 17.1 Employees shall be laid off on the basis of job classification seniority.
- 17.2 A senior employee may exert his seniority preference over a junior employee in any classification of work, provided he has the necessary qualifications to perform the duties of the job involved.
- 17.3 Employees laid off by the EMPLOYER shall retain recall rights for a period of two (2) years from date of most recent layoff.

ARTICLE XVIII. HEALTH INSURANCE.

- 18.1 The Employer shall contribute up to \$900.00 per month toward the employee's dependent health insurance premiums. Effective January 1, 2017, the Employer shall contribute up to \$950.00 per month toward the employee's dependent health insurance premium. Any cost above that amount in the premium each year of this contract will be divided 80/20 between the Employer and the employee. The City shall be responsible for the 80%, and the employee 20%. The City shall provide and pay 100% of the single premium health care policy. If insurance premiums should increase more than 20% above the previous year, the Employer and the Union may reopen the contract, upon mutual agreement, to address only Article XVIII.

- 18.2 Employees not choosing dependent coverage cannot be covered at EMPLOYER expense for any additional insurance other than the individual group health insurance.
- 18.3 For all regular employees of the City of Buhl who have a minimum of 25 years of service or 52,000 hours of service and who were employed by the City on September 1, 2003 and were members of AFSCME Local 453 on that date, upon retirement from the City, the Employer shall contribute 100% payment of the monthly hospital/medical insurance single premium for the retiree until the retiree becomes eligible for Medicare at which time the Employer shall contribute 100% payment of a Medicare supplement monthly hospital/medical insurance single premium for the retiree, and for these same employees, the Employer shall contribute 50% dependent coverage premium for the employee's spouse until the employee's spouse becomes eligible for Medicare at which time the Employer shall contribute 50% payment of a Medicare supplement monthly hospital/medical insurance single premium for said spouse, not to exceed 5 years total coverage. Notwithstanding the previous sentence, should an employee whose spouse qualifies for such dependent coverage benefit elect not to obtain such coverage for any reason to be commenced upon the employee's retirement (i.e., the eligible employee spouse is still working and has health insurance coverage through employment), then such eligibility for dependent coverage shall be tolled for such period as the employee may choose until such time as the employee requests coverage for such eligible employee spouse at which time the Employer shall provide 5 years of continuous coverage from the point of that request. For purposes of eligibility for this benefit, employees who work at least 35 or more hours per week before retirement will qualify for full-time insurance benefits.

A post retirement fund was established in 2004, and that this fund benefits both parties. The funds shall be placed in a trust fund set up strictly to provide payment for retirement health care insurance premiums until fully funded and additionally funded when needed. Contributions shall be \$3,000 from each of the three utilities and \$4,000 levied from the City's general fund.

An employee hired after July 1, 2006 shall not receive City paid retirement health coverage. They will have access to a Health Care Savings Plan through the City of Buhl, which will be funded by yearly contribution by the City of Buhl to be paid on the anniversary of the employee's date of hire. The amount shall be equal to 48 times the employee's base hourly pay in effect on the anniversary date. The employee shall in addition contribute from their accumulated sick days 8 hours of pay so long as the employee's accumulated unused sick leave hours are equal or greater than 40.

Upon the employee's receipt of monthly retirement benefits, the City of Buhl shall from the accrued unused sick leave bank, existing at the time of the employee's severance from employment with the City of Buhl, deposit an amount equal to the total number accrued unused sick leave days times 8 hours times the base wage of the employee at the time of severance into the Health Care Savings Plan.

Employees hired after July 1, 2006, upon retirement, may continue to participate, at their own expense, in the group plans at the rate that is in effect for active employees.

18.4 Income Disability Insurance

The City of Buhl shall purchase a long term disability policy for all employees. Employees on LTD shall receive 100% paid single hospital/medical insurance and 50% paid dependent coverage for the duration of their disability.

For employees hired after 1/1/13, upon completion of probation, the City of Buhl shall purchase a long term disability policy for all eligible employees. As a result of a non work related injury, an employee on a long-term disability shall receive 100% paid single hospital/medical insurance and 50% paid dependent coverage for a period of time not to exceed one (1) year or until Medicare eligible, whichever comes first. As a result of work related injury, an employee on long term disability shall receive 100% paid single hospital/medical insurance and 50% paid dependent coverage for the duration of the disability or until Medicare eligible at which time the Employer shall provide a supplemental insurance policy.

- 18.5 There shall be no change in the aggregate value of benefits included in Articles XVIII and XIX for the duration of this contract without discussion and agreement between the parties.

ARTICLE XIX. LIFE INSURANCE AND DENTAL INSURANCE.

- 19.1 The City of Buhl shall enroll all eligible employees under the PERA life insurance plan by November 1, 1994 and shall pay the monthly premium for each policy.
- 19.2 Dental Insurance. The Employer shall provide dental insurance coverage for all active qualified employees. The Employer will contribute up to \$45.00 per month for single coverage and up to \$75.00 per month for family coverage. The employee is responsible to pay for any premium costs above those specified amounts.

ARTICLE XX. HOLIDAYS.

- 20.1 Employees shall receive the following holidays:

New Year's Day	Fourth of July	Thanksgiving Day
Good Friday	Labor Day	Day after Thanksgiving
Memorial Day	Veterans Day	Christmas Day
Presidents Day	Personal Leave	Christmas Eve

provided that the employee works their last scheduled day of work prior to or following said holiday, unless the employee failed to report to work due to sickness or death in the immediate family.

- 20.2 Employees required to work on holidays shall be paid time and One-half rates for all hours worked. This is in addition to the employee's base pay. In all cases where an employee is required to work on a holiday and such hours worked are in excess of a scheduled shift and forty (40) hours per week, Article 10.1 shall apply.
- 20.3 In the event that New Year's Day, Independence Day, Christmas Eve or Christmas Day falls on a Sunday, the following Monday shall be a paid holiday; and, if any of these falls on a Saturday, the preceding Friday shall be a paid holiday. In the event Christmas Eve and/or Christmas Day falls on a Friday/Saturday or Sunday/Monday combination, the holiday shall be observed on Friday/Monday or an agreed upon arrangement between the employee and the Council and/or City Clerk.
- 20.4 Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled working day after the holiday to qualify for holiday pay,

unless the employee is absent due to illness, accident, or is on vacation.

ARTICLE XXI. PART-TIME EMPLOYEES.

21.1 Part-time employees are eligible for health, dental, life, vacation and sick leave benefits on a pro rata basis based on hours worked.

ARTICLE XXII. VACATIONS.

22.1 All full-time employees shall receive vacation on a calendar year basis. January 1st of each year shall be the start of a new vacation period, subject to the following:

- 1) New hires shall become eligible for their first level of vacation benefit on January 1st following their date of hire, and shall receive the continuing levels of vacation benefits, as per vacation schedule, each January 1st thereafter. Such new employee shall be allowed to take their initial vacation any time after completion of probation; however, they shall not be paid for vacation time not taken if they leave employment prior to one year.
- 2) Having once attained any of the earned levels of vacation hours, a full-time employee will receive the appropriate number of vacation days in the appropriate calendar year and each year thereafter until his/her accumulative years of service entitle the employee to the next level of benefits.

<u>Years of Continuous Service</u>	<u>Hours of Vacation</u>
After one (1) year	40 hours
After two (2) years	80 hours
After five (5) years	120 hours
After ten (10) years	160 hours
After fifteen (15) years	200 hours
After twenty (20) years	240 hours

22.2 For all employees, vacation time shall not accumulate from one year to another and shall be taken each year or shall be forfeited, with the exception of an employee who wishes to hold a maximum of eighty (80) hours over from one year to another, but shall not exceed aforementioned eighty (80) hours, and total maximum accrual of vacation shall not exceed eight (8) weeks of vacation annually.

22.3 From April 1st to April 30th of each calendar year, a working schedule for vacation period shall be established. In determining vacation schedules, the wishes of the employee will be respected as to the time of taking vacation insofar as the needs of service will permit, it being understood that the rights of the senior employee will prevail in the selection of vacation time when agreement cannot be reached among the employees. On split vacation, seniority shall apply to the first choice. After April 30th, vacations shall be granted on a first come, first serve basis.

22.4 Upon termination of employment for any cause, the employee shall be paid for any accumulated vacation credits, including pro rata payments for periods of less than one year.

ARTICLE XXIII - SEPARATION.

- 23.1 Two (2) weeks notice of the employee's desire to terminate employment shall be given to the City Council by an employee. If an employee fails to do so, he shall forfeit all benefits covered by the provisions of this AGREEMENT.
- 23.2 Benefits forfeited by 23.1 of this ARTICLE shall apply to Article XXII (Vacations)

ARTICLE XXIV. JURY DUTY.

Employees required to serve on jury duty shall be allowed the difference of pay by department for all full days absent. If the employee is excused after reporting and returns to work, the employee will not be deducted for that day.

ARTICLE XXV. SICK LEAVE.

- 25.1 Full-time employees shall earn eight (8) hours of sick leave for each full month of employment, pro rated to the nearest hour for a partial month's service.
- 25.2 Earned sick leave may be accumulated to a maximum of ninety (90) days (720 hours). For each month an employee does not use sick leave after reaching and maintaining 720 hours accumulated sick leave, he/she shall be credited with one-half (1/2) day vacation for each day they would have accumulated past the 720 hour maximum, such time to be added to their vacation. Calculation to be made annually. Those employees who have maintained the 90 day (720) hour maximum for a period of four (4) years prior to July 31, 1987, shall automatically be grandfathered into the 1/2 day vacation credit.
- 25.3 Accumulated sick leave may be used for absences from work necessitated by illness, injury, pregnancy as required by law, or medical or dental care which cannot be scheduled other than during working hours, subject to the approval of the Foreman or City Clerk. When the use of accumulated sick leave is approved, for compensation purposes, employees will be considered to have worked their normal work day. Use of sick leave in excess of two (2) days may require written medical documentation.
- 25.31 Accumulated sick leave may also be used to make such arrangements as are reasonably necessary for nursing care because of serious illness or injury in the immediate family of the employee; said use, however, not to exceed five (5) days.
- 25.32 Immediate family is defined as the employee's spouse, children, or parent.
- 25.4 The repeated or systematic use of sick leave shall require written medical verification upon written notification to the employee from the EMPLOYER.
- 25.5 Employees who are ill or injured for a period of time which exceeds their accumulated sick leave and accumulated vacation may request an unpaid leave, not to exceed one (1) year.
- 25.6 Use of sick leave benefits for reasons other than those stated in 27.3 of this ARTICLE shall be just cause for disciplinary action.

25.7 Notification. Employees unable to report for their work day because of illness or injury shall notify their supervisor or designee prior to their scheduled starting time, except in the event of an emergency which prevents an employee from notifying their supervisor. Employees failing to give such notice may be subject to discipline.

25.8 If an employee is absent from work as a result of a compensable injury covered under the provisions of the Workers Compensation Act, the employee may request that the employer pay to the employee the difference (if any) between the employee's regular hourly base wage and the amount paid by Worker's compensation. The employer share will be paid from the employee's accumulated vacation or sick leave hours, if any, until exhausted.

25.9 Employees eligible for severance from accumulated sick leave must have 10 years of service and have reached the age of 55. Those eligible shall receive 100% cash value of their accumulated sick leave at the time of separation from employment. If separation of employment is a result of death of the employee, the employee's estate shall receive the severance due from accumulated sick leave. If the employee is terminated for just cause, they are not eligible for any severance.

ARTICLE XXVI. GENERAL PROVISIONS

26.1 Pay for Licenses. Any State, Federal or local licensure which is a requirement of the position of employment for the City of Buhl, shall be reimbursed by the City upon receipt for payment and successful completion of the course or test, or by submittance of the license fee by the employee. Current licenses include but are not limited to: Water Treatment; Wastewater Treatment; State Boiler's or Engineer's License; Solid Waste or Sludge disposal; Commercial Driver's License (CDL); Electrical Linesman license. The City shall also reimburse any employee who is required to post a bond to secure the license or as a requirement for use of license (electrical), upon receipt or submittance of fee.

26.2 Physical Exam and Eye Wear. Every two (2) years, the city shall reimburse to the employee the out of pocket expense for a routine physical exam. The employee must provide documentation relating to the out of pocket expense.

Every two years, the employer shall reimburse to the employee the cost of one pair of prescription safety glasses. In the event that the prescription safety glasses are damaged due to an on the job injury or incident, then the employer will reimburse the employee for the cost of new prescription glasses. The employee will provide an invoice from the eye doctor to qualify for any reimbursement.

26.3 Funeral Leave. When death occurs to an employee's legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandparent or grandchildren (including stepfather, stepmother, stepchildren, stepbrother, or stepsister when they have lived with the employee in an immediate family relationship), an employee, upon request, will be excused and paid for up to a maximum of three (3) scheduled shifts (5 scheduled shifts in the case of the death of an employee's legal spouse, son or daughter, including stepchildren when they have lived with the employee in an immediate family relationship).

26.4 There shall be no change in the aggregate value of benefits included in Article 18 and 19 for the duration of this contract without discussion and agreement between the parties.

ARTICLE XXVII. WAIVER.

- 27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXVIII. DURATION.

This AGREEMENT shall be effective as of January 1, 2016, and shall remain in full force and effect until the 31st day of December, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 6 day of January, 2015. 2016

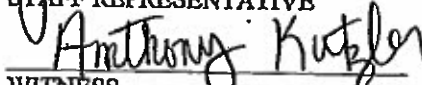
FOR THE CITY OF BUHL


MAYOR


CITY CLERK

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, LOCAL UNION #453


STAFF REPRESENTATIVE


WITNESS

APPENDIX A

<u>EMPLOYEE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>		
		<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>
TRENT PINK	PUBLIC WORKS FOREMAN	\$25.11	\$25.61	\$26.11
	PUBLIC UTILITY FOREMAN	\$26.64	\$27.14	\$27.64
	LINESMAN/PUBLIC WORKS	\$24.01	\$24.51	\$25.01
	OFFICE ASSISTANT part-time	\$19.45	\$19.95	\$20.45
TONY KUTZLER	UTILITY PERSON/PUBLIC WORKS	\$20.80	\$21.30	\$21.80
DAN SLEGER	(Full-time status as Utility Person 8/1/97)			
	LABORER part-time	\$15.90	\$16.40	\$16.90
	ACCOUNT CLERK part-time	\$17.80	\$18.30	\$18.80

Note: The Leadman shall, when assuming and performing the duties of the Working Foreman in the absence of the working Foreman, be paid \$1.00 per hour over the average hourly rate of the regular Union employees.

The City may hire an employee at a minimum of 80% of the current salary schedule up to 100%, depending on qualification and previous experience. Employees shall move to 100% if hired at less than 100% upon completion of probation.

HOLD HARMLESS:

Employer shall fully and completely hold Union harmless in the event of any or all claims, appeals or actions, direct or indirect, against the employer or Union or both, and shall provide and pay for all costs of defense of any claims, appeals or actions against the Employer or Union or both, that now exist, or may be brought in the future, in any jurisdiction, in any court or agency proceeding, or any other forum, by any unit member or person who feels aggrieved or discriminated against by any provision or term of this contract relating to salaries, in particular Appendix A of this contract, specifically including any equal pay, comparable worth or related claims, appeals or actions. Further, in the event that any judgment, award or other monetary amount is assessed against the Union as part of any claim, appeal or action arising out of the salary provisions of this contract, in particular Appendix A, or any alleged action or inaction of the Union in negotiating for or agreeing to said contract provisions, specifically including any action or claim of failure or breach of Union's duty of fair representation, the Employer shall be completely responsible for, and shall pay same, in addition to all costs of defense.

MEMORANDUM OF AGREEMENT: HSA CONTRIBUTION IN LIEU OF DEDUCTIBLE PLAN

This Memorandum of Agreement is entered into between the City of Buhl (hereafter "Employer") and AFSCME, AFL-CIO, Local 536 (hereafter "Union") representing the employees of the City of Buhl.

WHEREAS, the Employer and the Union are parties to a collective bargaining agreement, dated January 1, 2016 through December 31, 2018; and the Employer and the Union desire to reach an agreement relating to Insurance Plan changes; and

WHEREAS, the Employer and the Union desire to transition to a consumer driven health plan with deductibles to save costs for both the employer and the union members; and

WHEREAS, the existing language in the contract does not address contributions to Healthcare Savings Plan by the employer to fund plan deductibles; and

NOW, THEREFORE, the parties hereto have agreed to the following:

1. The Employer agrees to provide to all eligible Employees and retirees comprehensive group health insurance from Blue Cross Blue Shield of Minnesota 1300 CDHP 870/874 2017.
2. Effective January 1, 2017 the Employer will move to the aforementioned deductible plan subsidized through employer contributions of 50% of the deductible into the employees' Healthcare Savings Account.

BE IT RESOLVED, Effective January 1, 2017, the following language shall maintain the full force of the contract, with the parties agreeing the following section shall be incorporated into the Collective Bargaining Agreement once the agreement is opened for negotiation purposes after December 31st, 2018.

Effective January 1, 2017 the Employer's contribution to the employee and retired employees HSA shall be as 50% of the deductible, with the 2017 amounts as follows:

Employer will contribute to HSA deductible for 2017:

Single	\$650
Family	\$1,300

The employer agrees to contribute no less than 50% of the plan deductible in subsequent years unless otherwise negotiated. If any employee is excluded due to veteran's status, the employer will pay that employee directly the above listed amounts.

FINALLY, This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter. The provisions of this Agreement do not modify the parties Collective Bargaining Agreement instead are in addition to the existing provisions relative to the Insurance in the Article cited above. All other provisions of the collective bargaining agreement continue to apply.

DATED THIS 8th of December 2016.

FOR THE EMPLOYER


City Clerk

FOR THE UNION


Local 536 Union President


Council of Staff Representative