

AGREEMENT

between

**THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

LOCAL UNION NO. 456

and

LAKEVIEW CEMETERY

**For the position of
SEXTON AND ASSISTANT SEXTON
At
Lakeview Cemetery**

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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AGREEMENT

This Agreement is entered into between Lakeview Cemetery, hereinafter referred to as the EMPLOYER, and Local No. 456 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organizations, hereinafter referred to as the UNION.

ARTICLE I PURPOSE OF AGREEMENT

Section A.

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

Section B.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE II RECOGNITION

Section A.

The Employer hereby recognizes Local Union 456, Minnesota Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for collective bargaining purposes of all the employees of Lakeview Cemetery, in the unit composed of all regular full-time and part-time employees and all other employees as defined by PELRA. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, color, or political belief.

Section B.

Except as to rights reserved to the Employer in Article IV, the policy of the Employer for the duration of this Agreement will be that he will not enter into, establish or promulgate any resolution, agreement or compact with or affecting such employees as were defined, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agent for such employees.

ARTICLE III MANAGEMENT RIGHTS

The Employer retains the full and unrestricted right, except as limited by this Agreement, 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.

The Employer retains the right to start discipline action if employee refuses a job assignment.

ARTICLE IV
CHECKOFF OF UNION DUES

The Employer agrees to require the payroll department to deduct from the pay check of each employee who has signed an authorized payroll deduction card a sum certified by the Union for Union dues or initiation fees and any other payroll deduction authorized by the Union. Such deduction is to be made each month beginning with the month specified on the payroll deduction card. Such deductions shall be transmitted to the Financial Secretary of the Union, along with a list of names of the employees from whose pay deductions were made.

ARTICLE V
GRIEVANCE PROCEDURE

Section A.

The Employer and the employee shall attempt to adjust all grievances which may arise by virtue of this Memorandum of Understanding or otherwise in the following manner:

Step 1: First, an effort shall be made to adjust the grievance between the employee and his/her supervisor.

Step 2: In the event no settlement is reached in Step 1, the employee or his/her representative shall file for mediation with the Bureau of Mediation Services in an effort to solve the grievance.

Step 3: If no settlement is reached in Step 2, the grievance shall be submitted to arbitration, and the decision of the arbitrator shall be binding on both parties. If the parties are unable to agree on one arbitrator either party may request a list of five (5) prospective arbitrators from the Director of the Bureau of Mediation Services. From this list, each party shall, in turn, strike one name until one name remains, which shall be the arbitrator. All expenses of the arbitrator shall be shared equally for the case by both parties.

A duly authorized representative of the employee shall have the right to accompany the employee at all times in the discussion or adjustment of grievances.

Section B. Suspensions and Discharges

The parties agree to the principle of a positive reprimand system as follows:

1st offense – verbal warning with written documentation in employee's personnel file

2nd offense – written warning followed by a review session between the employee and the supervisor or Council designee to ensure that the employee is improving in the area which caused the reprimand

3rd offense – suspension of 1 to 3 days again followed by a review session with a written outline of how the employee is to improve in order to meet the employer's expectations.

4th offense – termination.

*Both parties recognition that there are some offenses which may, in extreme instances, require more stringent discipline than the normal progress as outlined.

When the Employer believes there is a good and sufficient reason and the employee has been temporarily suspended for disciplinary reasons, the employee shall be notified of the reason for his suspension and the length of the suspension in writing at the time of suspension. If the employee feels he has been suspended without good reason or that the period of suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within ten days of the date of suspension. If it is determined that the suspension was made without good reason, the employee shall be reinstated immediately and shall receive full pay for any pay lost as a result of the suspension.

Verbal and written reprimands shall be removed three (3) years from the date of the reprimand, providing no similar offenses have occurred.

ARTICLE VI GENERAL PROVISIONS

Section A.

There shall be no replacement of a regularly employed employee by a relief worker, nor shall a relief worker be placed in the position covered by this Memorandum of Understanding, except for temporary replacement workers due to vacation or sick leave or other paid time off for the employee.

Section B.

All matters not covered by this Memorandum of Understanding or interpretations shall be settled by negotiations between the Employer and the employee.

Section C.

The management and direction of the employee, the operation of his/her department, including the hiring, promoting and retiring of employees, suspending, discharging, or otherwise disciplining of employees, the laying off and calling to work of employees in connection with reduction or increase in the working forces, the scheduling of work, and the control and regulation of the use of all equipment and other property of the employer, are the exclusive functions of the employer; provided, however, that in the exercise of such functions, the Employer shall not alter any provisions of this Memorandum of Understanding.

Section D.

Two weeks written notice of the employee's desire to terminate employment shall be given to the Employer by the employee. If the employee fails to do so, he/she shall forfeit all benefits covered by the provisions of this Memorandum of Understanding.

ARTICLE VII DEATH IN THE FAMILY

Section A.

Three (3) days absence without the loss of pay shall be allowed the employee covered herein in the case of death in the immediate family. Immediate family shall be defined as a brother, sister, child, parents, wife or husband, and grandchildren or grandparents of either the employee or his/her spouse. Two (2) additional days may be allowed at the discretion of the managing agent, Lakeview Cemetery.

ARTICLE VIII
SICK LEAVE

Section A.

The employee covered herein shall earn sick leave at the rate of one (1) working day for each month of service, accumulative to 135 working days.

- a) For each month the covered employee does not use sick leave after reaching and maintaining 135 days accumulated sick leave, he/she shall be credited with one-half (1/2) day vacation for each day the employee would have accumulated past the 135 day maximum, said time to be added to their vacation, not to exceed six (6) days per year. Calculations shall be made annually.

Section B.

The employee covered herein may be required to present evidence satisfactory to the Employer of inability to work due to illness or injury.

Section C.

The Employer and the employee shall comply with Minnesota Worker's Compensation Law as set forth by statute.

Section D.

No sick leave shall be allowed during the 180 day probation period for any employee in this position, however, they may accrue sick leave pursuant to the terms of this Memorandum of Understanding. Commencing the first scheduled working day following the completion of the 180 day probation period, Section A of this Article shall apply.

Section E.

Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee at his/her option may allocate as severance pay 70 percent of his/her accumulated but unused sick leave from first date of Lakeview Cemetery employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits, and shall be paid, at the employee's option, in one (1) lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed five (5) years from termination of employment. The employee may opt to take a portion of allowed sick leave as severance pay and apply the balance toward hospital/medical insurance (retirees) as per contract.

As per state statute, any payment or series of payments made upon termination due to death or disability are not subject to Social Security deductions. However, any severance payments upon termination for any other reason is subject to Social Security deductions. In the event of an active employee's death, the surviving dependents may elect to receive any applicable accrued sick leave pay as per options in the aforementioned provision, or may elect to apply same toward their hospital/medical insurance.

The benefits set forth herein shall not become available to the employee unless he/she has 15 years employment with the Employer.

**ARTICLE IX
HOLIDAYS**

Section A.

The covered employee shall receive the following paid holidays:

- New Year's Day
- Good Friday
- 4th of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- Four (4) Floating Holidays

If New Year's Day, 4th of July, or Christmas Day holidays fall on Sunday, the following day will be declared a holiday. If the holiday falls on a Saturday, the day before will constitute a holiday.

Section B.

The covered employee who is required to work on any of the above mentioned holidays shall be compensated at one and one-half (1-1/2) times the regular rate of pay for their work that day, in addition to their regular holiday pay. The employee shall have the option of comp time for the regular hours worked pursuant to state and federal law.

Section C.

When a paid holiday falls on an employee's scheduled day off or during his/her vacation period, he/she shall receive an additional day's pay.

Section D.

- 1) In order to qualify for holiday pay, the employee must have completed his/her probationary period.
- 2) The covered employee must have worked his/her last scheduled work day prior to a holiday and his/her first scheduled work day after a holiday to be eligible for the holiday pay, unless he/she has failed to so work because of sickness (a physician's excuse may be required).

**ARTICLE X
VACATIONS**

Section A.

The covered employee shall receive annual paid vacation according to the following schedule:

<u>Years of Service</u>	<u>Hours of Vacation</u>
One (1)	40 hours
Three (3)	80 hours
Ten (10)	120 hours
Fifteen (15)	160 hours

Section B.

In determining vacation periods, the wishes of the employees will be respected as to the time of taking vacation, insofar as the needs of the service will permit, providing said employee gives written notice to the Employer two (2) weeks prior to the date vacation is desired.

Section C.

Upon termination of employment for any cause, an employee shall be paid for any accumulated vacation credit, including pro rata payments for periods of less than one (1) year. It is agreed, however, that should the employee be terminated for gross misconduct, he/she shall not be entitled to any accumulated vacation credit.

Section D.

There shall be no carry over of vacation. The employee will have to use it or cash it in.

**ARTICLE XI
HOURS OF WORK**

Section A.

The normal hours of work shall consist of eight (8) hours per day and 40 hours per week. The regular work week will start on Sunday and end on Saturday.

Section B. Overtime

An employee who is required to work in excess of his/her normal eight hour work day or 40 hour work week shall be credited with overtime hours and shall be paid at one and one-half (1-1/2) times the hourly rate of pay for all such hours on the regular pay day following the period in which the overtime hours were worked.

Section C. Records of Work

The covered employee shall provide to the Lakeview Cemetery monthly time cards indicating all regular and overtime hours worked for the year. The parties acknowledge the applicability of the Federal Fair Labor Standards Act (FFLSA) in regard to the accrual of overtime hours worked. The Employer and the employee shall meet in January and June of each year to review accrued hours and make such adjustments as are necessary to be in compliance with both FFLSA and state law. It is agreed by the parties that no more than 180 hours of comp time shall be permitted to be banked. Any additional overtime which may have been used for comp time shall be paid to the employee in the next pay period. The maximum comp time to carry over is 180.

**ARTICLE XII
INSURANCE PROGRAM**

Section A.

It is agreed that:

- 1) The Employer will continue to provide the present medical coverage Group #AP009-15 & AWARE Gold – family plan, and pay 95% and the employee shall pay 5%.
- 2) In the event the medical insurance provider unilaterally increases prescription drug co-payments required of employees and/or retirees, the following shall apply:

Active Employees – The Employer shall reimburse the

employee for prescription drug costs which exceed \$4.50 when a formulary drug is purchased and costs which exceed \$10.00 when a non-formulary drug is purchased.

The employee/retiree is required to show evidence of purchase (i.e., cash register receipt) in order to receive Employer reimbursement.

- 3) If there should be any increase in the premium rates or any increase or decrease in the benefits of any of the insurance programs, such increase in benefits and the payment for any such increase in rates shall be negotiated by the Employer and the employee.

Section B.

The Employer shall add a dental plan.

ARTICLE XIII
INSURANCE COVERAGE OF RETIRED EMPLOYEES

Section A.

Laws of 1965, Chapter 296, authorizes the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premiums or charges of such insurance or protection.

Section B. Re: Eligibility of Retired Employees

Any employee of the Employer who retires on or after February 1, 1969, shall become eligible for the supplemental insurance coverage or insurance programs now in effect with the Employer; provided, however, that such retired employee is eligible for the benefits under any Public Employee Retirement Act or entitled to benefits under the Federal Social Security Act.

Section C.

Employees shall notify, in writing to the Cemetery Clerk, the effective date of his/her retirement at least four (4) weeks in advance of said date.

Section D.

For any employee who retires after February 1, 1960, in accordance with an age acceptable to Minnesota Public Employees Retirement Association or at the retired age limit set up by the Employer and is not eligible for Medicare, the Employer will continue to provide such hospitalization and medical insurance coverage for retired employees and their dependents and provide the payment for such by paying the full single rate and 50% of dependency costs by providing monies in accordance with Laws of 1965, Chapter 296. The 50% dependency premium cost which is the obligation of the employee shall be paid for by the Employer from the accumulated sick leave fund. If the fund is exhausted, the employee will provide such monies in cash to the City Clerk. Such arrangement shall cease upon the death of the retiree; provided, however, in the event of the retired employee's death, any remaining sick leave pay shall be applied toward hospital medical insurance premiums for the employee's dependents until such fund is exhausted.

Section E.

The Employer agrees to provide for each retiree and his dependents who are entitled to Federal Social Security Medicare a supplemental hospitalization. Such supplemental coverage shall be that area of hospital medical benefits not provided for under the Federal Social Security Medicare program. The Employer agrees to provide and pay the premium for such retiree and his dependents on the basis of full single and 50% of dependency coverage in accordance with Laws of 1965, Chapter 296. Any portion of the premium for such insurance program that may be the obligation of the retiree will be paid for by the Employer from the accumulated sick leave fund or by the retired employee in the event he has no sick leave accumulated. Such arrangements shall cease upon the death of the retiree, and the Employer will no longer be obligated for any dependency coverage.

Note: All retirees and dependents eligible for Medicare must enroll in same at time of eligibility.

Section F.

All new employees hired after January 1, 2017 will not be eligible for current retiree benefit insurance language in Collective Bargaining Agreement. This will be negotiable in the future.

ARTICLE XIV
SICK LEAVE FUND

Section A.

All employees who have 15 years or more of continuous employment with the Employer and who have reached a retirement age and are eligible for benefits under the Public Employee Retirement Act or are entitled to benefits under the Federal Social Security Act, a retirement age limit set up by the Employer, or who become totally permanently disabled as of February 1 or thereafter, shall be eligible to be continued under the then-existing hospitalization and medical program covering employees of the Employer and their dependents.

Section B.

All such employees who have accumulated sick leave days to their credit at the time of retirement or at such time as they become totally permanently disabled shall be credited with an amount of sick leave equivalent to the current value of their unused sick leave accumulation.

Section C.

The monetary amount shall be placed in a special fund for the sole purpose of providing continuation of the retiree's or disabled employee's and their dependents hospitalization and medical insurance coverage. Should the employee not have a spouse or said employee's spouse declined coverage, the employee shall be entitled to the cash withdrawal from the special fund.

Section D.

The monetary value of such accumulated sick leave days shall be determined by multiplying the number of days of unused sick leave by the wage or salary rate per day being paid the employee at the time of his/her retirement or at the time of total permanent disability.

Section E.

The retired employee's accumulated sick leave fund shall continue in full force and effect and shall be distributed in payments in accordance with the provisions of the Agreement covering retiring employees and their dependents.

Section F.

All employees and dependents eligible for Medicare must enroll.

ARTICLE XV
SALARY SCHEDULE

See Appendix A.

ARTICLE XVI
DURATION OF AGREEMENT

Section A.

Except as otherwise provided, this Agreement shall continue in full force and effect until December 31, **2019**. It shall be automatically renewed year to year thereafter unless either party desires to modify or amend said agreement. The request to modify or amend this Agreement shall be made by either party by giving written notice of such intent by certified mail, return receipt required, not later than sixty (60) days prior to the expiration of this Agreement or any extension thereof. If settlement on a new agreement cannot be reached within the sixty (60) days provided, the present Agreement shall remain in effect until a new settlement has been reached.

IRON RANGE TOWNSHIP

AFSCME LOCAL UNION #456

Lakeview Cemetery Board

Employee

Witness

Business Agent

APPENDIX "A"

LAKE VIEW CEMETERY ASSOCIATION

SEXTON SALARY SCHEDULE

	<u>Start</u>	<u>6 Month</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
2017	\$19.58	\$20.26	\$20.97	\$21.72	\$22.51	\$22.99	\$24.19
2018	\$20.17	\$20.87	\$21.60	\$22.37	\$23.18	\$23.68	\$24.92
2019	\$20.77	\$21.49	\$22.25	\$23.05	\$23.88	\$24.39	\$25.67

ASSISTANT SEXTON SALARY SCHEDULE

	<u>Start</u>	<u>6 Month</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
2017	\$16.16	\$17.35	\$18.08	\$18.82	\$19.60	\$20.45	\$21.29
2018	\$16.65	\$17.87	\$18.62	\$19.38	\$20.19	\$21.06	\$21.93
2019	\$17.14	\$18.40	\$19.18	\$19.96	\$20.79	\$21.69	\$22.59