

A G R E E M E N T

between

THE CITY OF MARBLE, MINNESOTA

and

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

LOCAL UNION NO. 456

BASE UNIT

JANUARY 1, 2017 - DECEMBER 31, 2019

TABLE OF CONTENTS

		<u>Page</u>
	AGREEMENT -----	3
ARTICLE I	PURPOSE OF AGREEMENT -----	3
ARTICLE II	DEFINITION OF REGULAR EMPLOYEE -----	3
ARTICLE III	RECOGNITION -----	4
ARTICLE IV	CHECKOFF OF UNION DUES -----	4
ARTICLE V	HOURS OF WORK -----	6
ARTICLE VI	HOLIDAYS -----	7
ARTICLE VII	VACATIONS -----	8
ARTICLE VIII	SICK LEAVE -----	9
ARTICLE IX	DEATH IN THE FAMILY -----	10
ARTICLE X	SENIORITY -----	10
ARTICLE XI	GRIEVANCE PROCEDURE -----	12
ARTICLE XII	TRANSFERS, DEMOTIONS, SUSPENSIONS, DISCHARGES-	13
ARTICLE XIII	GENERAL PROVISIONS -----	14
APPENDIX A-1	GROUP INSURANCE BENEFITS FOR ALL EMPLOYEES OF CITY OF MARBLE -----	15
APPENDIX A-2	SICK LEAVE FUND -----	17
APPENDIX A-3	INSURANCE COVERAGE FOR RETIRED EMPLOYEES -----	18
APPENDIX B	SALARY SCHEDULE -----	19
WAGE SCHEDULE #1	EFFECTIVE 1/1/17 - 12/31/17 -----	20
WAGE SCHEDULE #2	EFFECTIVE 1/1/18 - 12/31/18 -----	20
WAGE SCHEDULE #3	EFFECTIVE 1/1/19 - 12/31/19 -----	21
ARTICLE XIV	DURATION OF AGREEMENT -----	22

A G R E E M E N T

This Agreement, entered into between the City of Marble, Minnesota, hereinafter referred to as the "Employer", and Local Union 456 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the "Union".

ARTICLE I PURPOSE OF AGREEMENT

Section A.

It is the intent and purpose of the parties to promote and insure harmonious relations, cooperation, and understanding between the Employer and employees; to encourage economy of operation and the protection of property; to establish standard hours of work, rates of pay, and working conditions. The Employer pledges its employees considerate and courteous treatment, and the employees directly and through their agent (the Union) pledge the Employer loyal and efficient service.

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 DEFINITION OF REGULAR EMPLOYEE

Section A.

The term "regular employee", as used in this Agreement, shall mean any employee, other than essential employees, who has been appointed or employed by the Employer to work for the City of Marble and who works regularly full-time or part-time and has completed the required probationary period provided for in this Agreement.

ARTICLE III
RECOGNITION

Section A.

The Employer recognizes Local Union 456, American Federation of State, County and Municipal Employees, Minnesota Council 65, or known as AFSCME AFL-CIO, Local No. 456, as the exclusive representative for all non-essential employees of the City of Marble, Minnesota, in a representative unit composed of all employees of the City of Marble, Minnesota, who are public employees within the meaning of Minn. Statute 179A.03, subd. 14, excluding essential, supervisory and confidential employees. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, color, religious or political belief.

Section B.

The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

Section C.

Except as limited by the provisions of this Agreement, the management of the City of Marble and the direction of the working forces, including the right to direct, plan and control City operations, to hire, to recall, transfer, promote, demote, discipline, suspend and discharge employees for cause, to lay off employees because of lack of work or other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to change existing operating methods and/or facilities, and to manage the City of Marble in the traditional manner are vested exclusively in the Employer. The Union agrees to observe and uphold such reasonable rules and regulations as the Employer may establish. The Employer shall have the right to enforce compliance for the purpose of proper management of the City.

ARTICLE IV
CHECKOFF OF UNION DUES

Section 1. In recognition of the Union as the exclusive representative:

- 1.1 The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union, from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union.
- 1.2 The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk MN 55769) with a list of the names of the employees from whose wages deductions were made, along with other pertinent employee information necessary for the

collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted, or by U.S. mail.

- 1.3 The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues, along with any set amount for local assessments, in an electronic Excel format, or via U.S. mail.

Section 2. Fair Share/Agency Fee

The Union may collect an agency fee or fair share fee in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Section 179A.06, Subd. 3.

Section 3.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

ARTICLE V HOURS OF WORK

Section A.

The basic workday and workweek shall consist of five (5) days of eight (8) hours each between 11:00 p.m. Sunday and 10:59 p.m. the Sunday following. The workday will be 7:00 a.m. - 3:30 p.m., inclusive of a one-half (1/2) hour duty free lunch, with the following exceptions:

- (a) The Librarian's work hours will be as established by the Employer.
- (b) The regular full-time Wastewater Treatment Plant Operator's workday will be 6:00 a.m. - 2:30 p.m., Monday through Friday.
- (c) The fill-in Wastewater Treatment Plant Operator will have the option to work 6:00 a.m. - 2:30 p.m. or 7:00 a.m. - 3:30 p.m.

All hours worked in excess of eight per day or forty per week shall be considered overtime and compensated at time and one-half (1-1/2) rates. Sick leave shall not count as time worked for the computation of overtime.

Section B.

An employee who is called out for service during his regular scheduled time and/or days off shall receive a minimum of two (2) hours pay.

Section C.

All employees shall receive two (2) fifteen (15) minute coffee breaks in each eight (8) hour shift, and a thirty (30) minute duty free lunch, at times designated by their immediate supervisor.

Section D.

Shifts shall be as follows:

Day Shift - 6:00 a.m. to 2:30 p.m.

(Shift differential pay is eliminated effective 1/1/98)

Section E.

Employees shall be allowed a maximum accrual of twenty-four (24) hours of compensatory time in a calendar year, provided, however, employees may bank more time with the mutual agreement of the Employer. The employee's time card will be the record for compensatory time earned. Compensatory time shall be computed at the rate of one (1) hour worked for one and one-half (1-1/2) hours accrued compensatory time. Employees will be compensated with compensatory time off in lieu of overtime pay. Taking of time off shall be at the discretion of the employee, however, such will be scheduled so as not to leave the City short staffed and will be taken in no less than four (4) hour increments. Employees shall be compensated for all compensatory time remaining at the end of the calendar year.

Compensatory time, at the employee's option, may be substituted for sick leave and in the case of severe hardship, layoff, or termination of employment, an employee with compensatory hours to his/her credit may receive payment for any such accrued hours.

ARTICLE VI
HOLIDAYS

Section A.

All eligible employees shall receive the following paid holidays:

New Year's Day	Fourth of July	Thanksgiving Day
Labor Day	Day before Christmas	
Good Friday	Veterans Day	Christmas Day
Memorial Day	3 Personal Days	

In order to qualify for holiday pay, the employee must have completed his probationary period, work more than half-time, and have worked the last scheduled work day prior to and first scheduled work day after the holiday, unless he has failed to so work because of sickness (a physician's excuse may be required).

Employees may utilize an unpaid day or vacation day for Martin Luther King Holiday when desiring to have the day off.

Section B.

All regular employees who are required to work on any of the above holidays shall be compensated for such holidays at straight time hourly rates for work that day, in addition to their regular holiday pay.

Section C.

If any of the above holidays falls on a Saturday, the preceding Friday shall be the holiday. If any of the above holidays falls on a Sunday, the following Monday shall be the holiday.

ARTICLE VII
VACATIONS

Section A.

All regular employees must have worked a minimum of 1040 hours from their last anniversary date to qualify for a paid vacation. All regular employees who worked 1040 hours, but less than 2080 hours, will be paid on a pro rata basis. For the purpose of determining qualifying hours, all hours paid will be considered hours worked.

All eligible employees shall receive the following:

Current Employees:

<u>Weeks of Paid Vacation</u>		<u>Years of Service</u>
One (1)	after	One (1)
Two (2)	"	Two (2)
Three (3)	"	Five (5)
Four (4)	"	Ten (10)
Five (5)	"	Fifteen (15)

Employees hired after 1/1/14:

<u>Weeks of Paid Vacation</u>		<u>Years of Service</u>
One (1)	after	One (1)
Two (2)	"	Two (2)
Three (3)	"	Five (5)
Four (4)	"	Ten (10)
Five (5)	"	Twenty (20)

One week equals five (5) scheduled days.

One additional day for each year after 15 years of service will be granted.

The waste water operator and waste water operator laborer shall be entitled to vacation in addition to the above schedule as follows:

Effective 1/1/91 - 2 days; Effective 1/1/92 - 3 days.

Section B.

Vacations shall be taken in not less than one (1) week increments, except that an employee shall be entitled to take up to one (1) calendar week (forty [40] hours or less) in eight (8) hour portions. The employee may also utilize such individual vacation days for emergencies or for reasons beyond the control of the employee, upon proper notification to the Employer.

Section C.

From January 2 to January 16 of each calendar year, department heads will consult with all employees entitled to vacation, and from such consultation, a working schedule for vacation periods shall be established. The vacation schedule shall be posted by May 1 of each calendar year. Insofar as the needs of service will permit, the right of the senior employee will prevail in the selection of vacation time when an agreement cannot be reached among the employees. Any vacation requested according to the foregoing schedule may have vacation times assigned by their supervisor.

ARTICLE VIII
SICK LEAVE

Section A.

All regular full-time employees shall earn sick leave at the rate of one (1) working day for each month worked. All regular part-time employees shall earn sick leave on a pro rata basis (i.e., 1/2 time = 1/2 working days for each month worked). All employees shall be entitled to accrue sick leave to a maximum of one hundred and thirty-five (135) working days.

Severance Pay:

Upon death of an employee, the employee or his/her designated beneficiary will receive \$20.00 for each accumulated day of sick leave.

1) Employees shall be entitled to \$20.00 per day for each accrued but unused day of sick leave at time of retirement or death while employed for the City of Marble. In the event of an employee's death while an employee of the City, the employee's named beneficiary shall receive said benefit.

Section B.

Employer and Union agree to comply with the following Worker's Compensation regulations: It is agreed that if an employee of the Employer shall receive a compensable injury and have accrued benefits under either sick leave or vacation plan, the Employer shall pay the difference between the compensation received by the employee and his regular monthly pay rate, same to be deducted from the paid accrued vacation or sick leave benefits; the Employer will provide for the payments described in this Section during the periods of disability. It is understood that the additional payments made to the employee over and above that paid by Worker's Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued vacation or sick leave benefits.

Section C.

The Employer will follow the Worker Compensation Laws.

Section D.

The Supervisor may request a doctor's certificate from an employee after reasonable length of time of sick leave.

Section E.

City employees shall be allowed to donate accrued sick leave to co-workers experiencing a catastrophic illness. Any employee with accrued sick leave may donate up to two (2) weeks (14 days) of his/her sick leave to an employee in need of time off due to illness of himself/herself or immediate family members, defined as spouse or child of the employee. Employees must first exhaust personal sick leave they are eligible for before qualifying to receive donated sick leave.

ARTICLE IX
DEATH IN THE FAMILY

Section A.

Three days absence without loss of pay shall be allowed an employee in the case of death in the immediate family. Immediate family shall be defined as a brother, sister, son, daughter, father, mother, guardian, wife, husband, father-in-law, mother-in-law, grandchildren and grandparents of either the employee or his spouse. Two additional unpaid days may be granted by the Employer for travel, if necessary, or for other reasons as they shall deem necessary.

ARTICLE X
SENIORITY

Section A.

All regular employees working for the Employer, as outlined in the bargaining unit of the Recognition Clause, shall be covered by this Agreement and placed on the seniority list after completion of their probationary period, provided, however, two separate seniority group

listings shall be maintained for City Employees according to worksite location (City of Marble or Waste Water Treatment Plant). Employees working combined positions shall accrue seniority on both seniority lists for total hours earned.

Section B.

Seniority standing shall be granted to all employees in accordance with the length of continuous service for the Employer. After completion of a three month probationary period, each new employee shall be placed on the seniority list and given credit from the first day of employment. By mutual agreement, the probationary period may be extended for an additional thirty (30) calendar days. During the probationary period, employees may be terminated by the Employer without cause and without the same causing a breach of this Agreement or constituting a grievance hereunder. Continuous service shall be determined by the employee's first regular employment with the Employer or the date of re-employment after a break in continuous service.

Section C.

An employee shall lose his seniority standing upon voluntary resignation, discharge for cause, absence from work for more than 24 hours without notice, failure to return from an authorized leave of absence, or working elsewhere while on L.O.A. unless prior permission has been granted. Unauthorized leave for more than 24 hours due to extenuating circumstances may go through the grievance procedure and if reinstated will then suffer no break in seniority.

Section D.

In the event of a layoff, employees shall be laid off according to seniority in the inverse order of hiring within the respective employee seniority group. Employees shall be rehired according to seniority in the inverse order of layoff within the respective employee seniority group.

Section E.

In case of a reduction in force or the elimination of a position, a senior employee may exert his seniority preference over a junior employee, within the employee's respective seniority group, in any classification of work, provided he has the necessary qualifications to perform the duties of the job involved. A senior employee exercising the right to a lower classified position successfully will be paid at that lower rate of pay.

Section F.

A temporary vacancy shall be any vacancy or temporary work assignment which results because of the absence of another regular employee and which continues in excess of one work day and which does not result in a break of continuous service of a regular employee as defined in Section B of this Article, and which does not constitute a newly-created position. The Employer, at its discretion, may fill such temporary vacancy with the senior qualified employee within the department. Such employee shall receive the classification or position rate of pay or his own classification or rate of pay, whichever is the greater.

Section G.

Notice of all vacancies and newly created positions shall be posted on the employee bulletin boards, and the employees of the respective employee seniority group (City of Marble or Waste Water Treatment Plant) where the vacancy occurs shall be given seven days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he has the necessary qualifications to perform the duties of the job involved. A thirty day trial period shall be given to the employee for the purpose of determining his qualifications, unless he is obviously not qualified. The Employer or other appropriate department head shall make the determination as to whether or not the employee possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. Newly created positions or vacancies are to be posted in the following manner: The type of work, the place of work, the rate of pay, the hours to be worked, and the classification. A successful job bidder shall be precluded from bidding on another job for a period of six months. (This can be waived if mutually agreed upon by the Employer and employee.) The Employer agrees to notify the Union if there is an intent not to fill a vacancy.

ARTICLE XI
GRIEVANCE PROCEDURE

Section A.

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

(1) An effort shall be made to adjust the grievance between the employee and/or a grievance committee and the immediate supervisor.

(2) In the event no settlement is thereby reached, the Union shall have twelve (12) calendar days from date of incident to request in writing a formal hearing, such hearing to be granted by the Employer within twelve (12) calendar days or next regular Council meeting, whichever is later. Following the hearing, the Employer shall have ten (10) calendar days in which to answer the Union of its decision in writing.

(3) In the event no settlement is thereby reached, the Union, by notifying the Employer in writing within ten (10) days of receiving Employer's answer, may request submission of the grievance to arbitration. The decision of the arbitrator to be final and binding on both parties.

(4) Duly authorized representatives of the Union shall have the right to accompany the Union grievance committee in the discussion or adjustment in Union grievance.

Section B. Method and Procedure in the Selection of an Arbitrator.

Should the grievance go to Step 3, the parties hereto agree that within ten (10) days after Step 2, either of the parties shall have the right to submit to the Director of Mediation a request for five names for the purpose of the parties to select one of the five names as the arbitrator. The method in the choice shall be each of the parties hereto shall eliminate one name at a time until one name remains. The remaining name shall be the arbitrator. It is hereby agreed that the cost and expenses of the arbitrator shall be shared equally by the parties to this Agreement. First strike shall be determined by the flip of a coin.

Both parties agree that the arbitrator's authority is limited to the actual grievance and has no power to amend or modify the existing Agreement. In addition, the ruling of the arbitrator may only affect the grievance arising out of and during the term of this Agreement.

ARTICLE XII
TRANSFERS, DEMOTIONS, SUSPENSIONS, DISCHARGES

Section A. Transfers and Demotions.

Demotions or transfers to a lower classification shall be made only for just cause. The Union Grievance Committee Chairman and the employee affected shall receive prior notice in writing of any such action. If the Union feels the action was taken without just cause, the employee shall have the right to appeal through the normal grievance procedure. In the case where a demotion or transfer has been proved unjustified and the employee returned to his former status, the loss of pay involved shall be restored.

Section B. Suspensions.

Any employee may be temporarily suspended for just cause. The employee shall be notified of the reasons for his suspension, in writing, at the time thereof. If the employee feels he has been suspended without just cause, or that the period of the suspension is unwarranted, the employee shall have the right of appeal by invoking the normal grievance procedure within five (5) days of the date of suspension. If it is determined that the suspension was made without just cause, the employee shall be reinstated immediately and shall receive full pay for any time lost as a result of the suspension.

Section C. Discharges.

Discharge shall be made only for just cause. An action to discharge an employee shall be taken by the Employer only after a hearing upon due notice, upon stated charges, in writing. The statement of charges and the notice of hearing shall be filed with the employee and the Union at least ten days in advance of the hearing. The employee and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses

and evidence presented against him. The salary of the employee shall be suspended during the period in which the hearing takes place, but his or her name shall not be removed from the payroll. In the case of reinstatement after the hearing, the employee may be given all the back pay withheld during the period of suspension, except as such penalty may be deemed necessary by the Employer as a disciplinary measure.

Section D. Layoffs.

In the event a general layoff is contemplated, the Employer agrees to call in the Union Grievance Committee and to discuss the problem with them before any action is taken.

ARTICLE XIII
GENERAL PROVISIONS

Section A.

The Employer agrees to permit the Negotiation or Grievance Committee to appear at all negotiations or grievance meetings with the Employer in negotiations or disputes without the loss of pay.

Section B.

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

Section C.

There shall be no replacement of regularly employed employees by voluntary or relief workers.

Section D.

The Employer will erect and maintain a bulletin board of reasonable size to be placed in each one of the buildings where employees report for work, which bulletin board shall be for the use of the Union to post any notices or documents relating to Union affairs.

Section E.

All matters not covered by this Agreement which may affect the health or safety of the employees shall be settled by negotiations between the Employer and the Union.

Section F.

Any Article, clause or statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota and opinions of the Supreme Court, Attorney General, policies and rules and regulations of the State Department that are applicable hereto shall apply and become binding on both parties.

Section G.

If you are subpoenaed for jury duty, you must notify your supervisor in advance. In the event staffing needs make it difficult for you to be released, you must make an attempt to be excused from jury duty in order to qualify for jury duty pay. Full-time employees will be paid the difference between their regular pay check and their jury duty pay with the understanding that at the completion of such jury service, he shall turn over to the Employer his jury service check in the full amount. He shall then be reimbursed by the Employer for such jury service amount at the next regular pay check.

Section H.

The employees shall be responsible only to the supervisor as designated by the City Council.

Section I.

All Department Heads shall attend 80% of the City Council meetings. In return, they shall receive one (1) additional personal day.

APPENDIX A-1

RE: GROUP INSURANCE BENEFITS FOR ALL EMPLOYEES OF THE CITY OF MARBLE, MN.

It is agreed that:

1. The Employer will continue to provide and pay the entire premium for the present group life insurance in the amount of \$10,000.00 for each eligible employee, and \$1,000.00 coverage for each employee's spouse, and further provide a graduated scale for each child from \$100.00 up to \$500.00 maximum.
2. Long Term Disability. Effective with the first month following ratification of the 1/1/99 - 12/31/2000 agreement, the Employer shall provide and pay for a long term disability (LTD) income replacement plan covering all present employees who are working 1560 hours or more per year. Future employees shall be eligible for coverage on their fifth anniversary date of employment. Such shall provide for 66-2/3% of monthly gross income following a 90 day waiting period after an injury or illness. Said disability insurance shall be provided by the Employer from the date of eligibility and continue up to twenty-five (25) years. Employees on said coverage shall be considered active employees up to five (5) years after injury or illness. Employees on LTD will not earn vacation time or sick days. Employees shall retain seniority level while on the plan for a period of five (5) years.
3. The Employer will continue to provide the following level of benefits for hospital and medical coverage. The Employer will provide and pay 90% and the employee shall pay 10% of the premium for hospital medical coverage provided under the Blue Cross/Blue Shield Blue Choice Plan, for single and family coverage. Premium payment will be deducted from the first payroll of each month.

Arrowhead Pro-Care Pool - Blue Choice
\$ 4.50 co-pay (formulary drugs)
\$10.00 co-pay (non-formulary drugs)

Blue Select Network Options (MH/CD, Chiropractic, and
Recreational Smoking Amendment)

The Employer shall provide reimbursement, on a monthly basis, for individual retired employee prescription drug costs which are in excess of \$200.00 per year and for all office call co-pays of \$15.00. Evidence of purchase is required (i.e., cash register receipt, itemized bill)

Effective January 1, 2008, all employees shall switch to Option V of the Arrowhead Pro-Care. Employer shall pay 85% of the premium, and the employee shall pay 15%. Effective January 1, 2013, Employer shall pay 80% of the premium, and the employee shall pay 20%.

4. The Union and the City Council agree that the Employer will pay 100% of the premium and the Employer shall pay 80% and the Employee shall pay 20% of the dental bill.
5. Should the costs of any or all of the insurance programs become cost prohibitive in the estimation of the Employer, the Employer reserves the right to contract with other companies for any or all of the insurance programs, provided any new carrier will provide equivalent coverage for the employees. If the employer intends to change any of the insurance policies or carriers, the Employer will notify the Union first.
6. The Employer shall continue to provide and pay, on a pro-rata basis, the premium for Group Insurance Benefits provided under Appendix A-1 for all eligible part-time employees.
7. An employee in the custodian classification shall be considered full-time for group insurance benefits as provided herein.
8. All employees of the City may participate in the Minnesota State Deferred Compensation Plan. The Employer shall match up to 3% of the employee's gross monthly salary and submit same on a monthly basis to the fund accounts for each participating employee.

New employees as of January 1, 2011, shall not receive the City match of 3% toward their deferred comp.

APPENDIX A-2

SICK LEAVE FUND

Section A.

All employees who have ten (10) years of continuous employment with the Village of Marble and who have reached a retirement age acceptable to the Minnesota Public Employees Retirement Association, Federal Social Security, a retirement age limit set up by the Employer, or who become totally and permanently disabled as of January 1, 1974, or thereafter, shall continue to be insured 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 that they become totally and 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.

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 retirement or at the time of total permanent disability.

Section E.

The records of the City Clerk shall make such determination for employees as to the number of accumulated sick leave days an employee has at the time of retirement or total permanent disability. In all cases, the records of the City Clerk shall be final in such determination.

Section F.

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 following provisions of hospitalization and medical insurance coverage covering retired employees and their dependents.

APPENDIX A-3

INSURANCE COVERAGE FOR RETIRED EMPLOYEES

Section A.

Laws of 1965, Chapter 296, authorizes the Employer to insure or protect its retired officers and 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 premium or charges of such insurance or protection.

Section B. Re: Eligibility of Retired Employees

Any employee of the City of Marble, Minnesota, who retires on or after December 31, 1968, shall become eligible for the supplemental insurance coverage or insurance programs now in effect with the City of Marble, Minnesota; 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.

The Employer shall continue to provide such hospitalization and medical insurance coverage for retired employees and their dependents and provide the payment for same by paying the full single rate and 50% of the dependency costs for any employee not eligible for Medicare. Employees hired after January 1, 2009 will pay 50% of the single rate and 50% of the dependency premium cost. The 50% dependency premium cost, which is the obligation of the employee, shall be paid by the Employer from the accumulated sick leave fund. If the fund is exhausted, the employee will provide such monies to the City Clerk. Such arrangements shall cease upon the death of the employee, provided however, any remaining sick leave accumulation shall be applied toward hospital medical insurance premiums for the employee's dependents until such fund is exhausted.

Section C.

The Employer agrees to provide for each retiree who is entitled to Federal Social Security Medicare, and his dependents, a supplemental hospital medical insurance coverage provided for by Blue Cross and Blue Shield supplementation. 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 premium 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. If any balance remains in an employee's accumulated sick leave

fund at the time of his death, such balance shall be used by dependents for continued coverage until the fund is exhausted.

Section D.

Any employee whose services are terminated due to total, permanent disability, shall continue to be covered by the then-existing hospitalization medical insurance program covering employees of the City of Marble. Premium payments shall be as provided under Sections B and C.

Section E.

The Employer shall provide and pay, on a pro rata basis, the premium for retired employees insurance coverage as provided under Appendix A-3 for all eligible part-time employees.

Section G.

An employee in the custodian classification shall be considered full-time for retiree insurance benefits as provided herein.

APPENDIX "B"

SALARY SCHEDULE

Section A.

All remunerations shall be reflected on an hourly wage scale basis. All negotiations for salary adjustments in the future will be determined on a cents-per-hour basis.

Section B.

Calculations for conversion of monthly salary to hourly rates were computed as follows:

$$\frac{\text{Monthly salary x 12 months}}{2080} = \text{Hourly rate.}$$

Effective January 1, 1991, the custodian's normal work hours are eight (8) hours per day and forty (40) hours per week; therefore, compensation shall be provided on an hourly basis. Overtime shall be taken as compensatory time off.

Effective January 1, 2017

	<u>Start</u>	<u>After Probation</u>	<u>2080 Hrs 1 Yr</u>	<u>4160 Hrs 2 Yr.</u>	<u>6240 Hrs 3 Yr.</u>	<u>20800 Hrs 10 Yr.</u>	<u>31200 Hrs 15 Yr.</u>	<u>41600 Hrs 20 Yr</u>	<u>52000 Hrs 25 Yr</u>
Street Commissioner/ Wastewater Operator	\$22.70	23.40	23.79	24.16	24.51	25.22	25.98	26.48	27.01
Truck Driver/Laborer	21.59	22.35	22.70	23.07	23.42	24.16	24.62	25.39	26.03
Librarian	20.51	21.24	21.57	21.92	22.25	22.96	23.37	24.12	24.73

Effective January 1, 2018

Street Commissioner/ Wastewater Operator	23.38	24.10	24.50	24.88	25.25	25.98	26.76	27.27	27.82
Truck Driver/Laborer	22.24	23.02	23.38	23.76	24.12	24.88	25.36	26.15	26.81
Librarian	21.13	21.88	22.22	22.58	22.92	23.65	24.07	24.84	25.47

Effective January 1, 2019

Street Commissioner/ Wastewater Operator	24.08	24.82	25.24	25.63	26.01	26.76	27.56	28.09	28.65
Truck Driver/Laborer	22.91	23.71	24.08	24.47	24.84	25.63	26.12	26.93	27.61
Librarian	21.76	22.54	22.89	23.26	23.61	24.36	24.79	25.59	26.23

ARTICLE XIV
DURATION OF AGREEMENT

Section A.

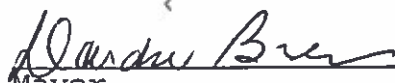
Except as otherwise provided, this Agreement shall continue in full force and effect until December 31, 2019. Either of the parties shall be required to submit written notice at least sixty (60) days prior to the termination of the Agreement for the purpose of negotiating a new agreement. If settlement on a new agreement cannot be reached within the provided sixty (60) days, the present agreement shall remain in effect until a new settlement has been reached.

FOR:

FOR:

THE CITY OF MARBLE
MARBLE, MINNESOTA

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



Mayor

Chapter Chairman





Clerk

Staff Representative

Trustee