

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF CASS LAKE

AND

LOCAL 498 AFSCME AFL-CIO

JANUARY 1, 2018 – DECEMBER 31, 2020

| | | |
|-------------|---------------------------------------|----|
| ARTICLE 1. | PURPOSE OF AGREEMENT | 3 |
| ARTICLE 2. | RECOGNITION | 3 |
| ARTICLE 3. | DEFINITIONS | 3 |
| ARTICLE 4. | EMPLOYER AUTHORITY | 4 |
| ARTICLE 5. | DISCIPLINE | 4 |
| ARTICLE 6. | UNION SECURITY | 5 |
| ARTICLE 7. | GRIEVANCE PROCEDURE | 6 |
| ARTICLE 8. | SENIORITY | 8 |
| ARTICLE 9. | WORK SCHEDULES | 9 |
| ARTICLE 10. | OVERTIME, CALLBACK AND WEEKEND CHECKS | 9 |
| ARTICLE 11. | SAFETY | 10 |
| ARTICLE 12. | HEALTH INSURANCE | 10 |
| ARTICLE 13. | SICK LEAVE | 10 |
| ARTICLE 14. | HOLIDAYS | 11 |
| ARTICLE 15. | ANNUAL LEAVE | 12 |
| ARTICLE 16. | INJURED ON DUTY | 12 |
| ARTICLE 17. | LEAVES OF ABSENCE | 13 |
| ARTICLE 18. | COMPENSATION | 13 |
| ARTICLE 19. | GENERAL PROVISIONS | 14 |
| ARTICLE 20. | SAVINGS CLAUSE | 14 |
| ARTICLE 21. | DURATION | 14 |
| APPENDIX A | SALARY SCHEDULES | 15 |

PURPOSE OF AGREEMENT

This Agreement entered into as of January 1, 2018, between the City of Cass Lake, Minnesota, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees (AFSCME Council 65), hereinafter called the Union.

It is the intent and purpose of this Agreement 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.

ARTICLE 2 RECOGNITION

- 2.1 In accordance with the P.E.L.R.A. and as certified by the Bureau of Mediation Services on November 8, 2005, (Case No. 06-PCE-229), the Employer recognizes Minnesota Council #65 of the American Federation of State, County and Municipal Employees, AFL-CIO, as the exclusive representative for:

"All employees of the City of Cass Lake, Minnesota, who are public employees within the meaning of MN St 179A.03, Subd. 14, excluding supervisory, confidential, and law enforcement employees."

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 DEFINITIONS

- 3.1 Union: American Federation of State, County and Municipal Employees (AFSCME Council 65).
- 3.2 Employer: The City of Cass Lake.
- 3.3 Union Member: A member of the American Federation of State, County and Municipal Employees (AFSCME Council 65).
- 3.4 Employee: A member of the exclusively recognized bargaining unit.
- 3.5 Base Pay Rate: The employee's hourly rate exclusive of longevity or any other special allowance.

- 3.6 **Seniority:** Length of continuous service of any of the job classifications covered by Article 2, Recognition.
- 3.7 **Overtime:** Work performed in excess of eight (8) hours per day or forty (40) hours per week within a seven-day period.
- 3.8 **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.

ARTICLE 4 EMPLOYER AUTHORITY

- 4.1 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.
- 4.2 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 5 DISCIPLINE

- 5.1 The Employer will discipline employees for just cause only.

Discipline will be in one or more of the following forms:

- a. Oral reprimand (oral reprimands shall be identified as such to the employee)
- b. Written reprimand
- c. Suspension
- d. Demotion, or
- e. Discharge

The level of severity of the discipline shall be commensurate with the employee's actions and prior history. Nothing in this subdivision shall be construed as requiring the Employer to follow the sequence set forth above in imposing disciplinary action.

- 5.2 Written reprimands, notices of suspension, notices of demotion, and notices of discharge which are to become a part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices, with specific reasons for such actions. A copy will be provided to the Union upon the request of the employee.
- 5.3 Employees may examine their own individual personnel files at reasonable time under the direct supervision of the Employer.

Grievance Procedure.

- 5.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative at such questioning.
- 5.6 Grievances relating to suspension or discharge may be initiated by the Union at Step 2 of the Grievance Procedure.

ARTICLE 6 UNION SECURITY

- 6.1 The Employer will deduct from the wages of employees an amount necessary to cover monthly Union dues and any other Union approved deduction. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions, shall be forwarded to the Council 65 office in Nashwauk, Minnesota.
- 6.2 The union may designate employees from the bargaining unit to act as a steward and an alternate, and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suites, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 The Employer agrees to allow one representative of the bargaining unit at a time, reasonable time off, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the City. In the event that negotiations are, by mutual agreement of the Employer and the Union, scheduled during regular work hours, the Employer agrees to allow representatives of the bargaining unit reasonable time off to attend negotiation sessions when such time off will not unduly interfere with the operations of the City. Nothing in this language shall be construed as requiring the Employer to schedule or agree to negotiations during regular work hours.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.1 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.
- 7.2 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

representatives and of their successors when so designated.

7.3 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 representatives 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.

7.4 Procedure

Grievances, as defined by Section 7.1, 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 with the Union 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.

Prior to the arbitration hearing, the parties may mutually request the Bureau of Mediation Services to mediate the dispute.

7.5. Step 3: Arbitration: A grievance unresolved in Step 2 may be appealed to Step 3 within ten (10) calendar days and submitted to arbitration.

The employer and the union may try to select a mutually acceptable arbitrator to hear and decide the grievance or may select an arbitrator in accordance with the Rules established by the Bureau of Mediation Services. Absent any factors beyond the control of the Union or the Employer, the Union and the Employer shall select an arbitrator within ninety (90) calendar days from the date the Union appeals the grievance to Step 3 of the grievance procedure. If no selection is made within this ninety (90) day timeframe, the grievance shall be considered waived. However, no such waiver shall occur due to the failure of the Employer to engage in the selection process.

7.6 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 is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union, and shall be based solely on the arbitrator's interpretation of the 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.

7.7 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 written agreement of the Employer and the Union.

7.8 Choice of Remedy

If, as a result of the Employer response to Step 2, 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 3 of Article 7 or a procedure such as: Civil Service, Veterans Preference or other statutory hearing process. If appealed to any procedure other than Step 3 of Article 7, the grievance is not subject to the arbitration procedures as provided in Step 3 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 3 of Article 7 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 3 of Article 7

ARTICLE 8 SENIORITY

8.1 Definition: Seniority shall mean an employee's length of service with the Employer since the last date of hire. An employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement or death.

list shall be determined by lot.

- 8.2 **Probationary Employees:** During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. The probationary period for a newly hired or rehired employee shall be the greater of six (6) months or 1040 hours.
- 8.3 **Layoff:** When a reduction in the work force becomes necessary, the employee within the affected job category (e.g., public works, administration) with the least seniority shall be laid off first. The Employer shall give at least a thirty (30) calendar day notice of the layoff. The last employee laid off within the affected job category shall be the first to be recalled for work within the affected job category. Recall rights under this provision will continue for twenty-four (24) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights. A recalled employee will receive credit for hours employed prior to layoff. All temporary, seasonal and probationary employees shall be laid off before any permanent employee.
- 8.4 **Vacancy:** Notices of all vacancies and new positions covered by this Agreement shall be posted on the employee bulletin board for a period of five (5) working days, which may run concurrently with the public posting and advertising. Seniority will be the determining criterion when all job-relevant qualification factors are equal.
- 8.5 **Trial Period:** A bargaining unit employee filling a vacant or new position shall serve a ninety (90) day trial period. During such trial period, either the Employer or the employee may determine that the employee is not suited to the position and shall return to their previously held position. Any dispute regarding this provision shall be resolved through the grievance procedure

ARTICLE 9 WORK SCHEDULES

- 9.1 Full-time employment shall consist of 2080 hours, to be accounted for each employee through actual regular straight time hours worked, and shall be inclusive of sick leave, annual leave and holidays.
- 9.2 Work schedules shall be established by the Employer. The normal work week is five (5) eight (8) hour days, Monday through Friday. The employee's lunch period is not compensable. There shall be a fifteen (15) minute break in each half of the employee's shift, scheduled so as not to interfere with the employee's duties.

Employees in the Public Works Department will be allowed to work four (4) ten (10) hour days in the summer (June 1st through September 30th) so long as such a schedule does not result in the supervisor being scheduled to work alone, absent prior approval. The schedule will be set so that there will be consistent coverage Monday through Friday. The employees will choose which schedule each employee will be working each week. In the event of a disagreement, the schedule will alternate.

ARTICLE 10

- 10.1 All overtime over eight (8) hours per day or forty (40) hours per week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay or as compensatory time at one and one-half (1-1/2) hours of compensatory time for each hour of work. Compensatory time may accumulate to a maximum of four hundred and eighty (480) hours. Employees shall have the option of choosing cash overtime or compensatory time. Compensatory time off shall be taken at a mutually agreeable time, consistent with the needs of the Employer. Compensatory time off may be taken in a minimum of one hour increments. Cash overtime or compensatory time must be paid to the employee upon termination of employment.
- 10.2 Overtime will be distributed as equally as practicable by department. Overtime refused will be considered overtime offered.
- 10.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 10.4 Any employee called back to work outside the employee's regularly posted schedule shall be paid for a minimum of four (4) hours at time and one-half (1-1/2) the employee's regular base rate of pay. An extension of a work shift or early report to a regularly scheduled shift does not qualify the employee for four (4) hour minimum.
- 10.5 An employee required to perform weekend checks shall be compensated for a minimum of four (4) hours at time and one-half (1-1/2) their regular hourly rate of pay for all hours each day spent performing those duties. Duties performed on the weekend other than the weekend check duties (i.e., snowplowing, cemetery work, etc.) shall be considered a call back.

ARTICLE 11 SAFETY

- 11.1 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.
- 11.2 Public Works Department employees shall receive one hundred dollars (\$100.00) during January of each year to defray the cost of purchasing or replacing safety footwear.

ARTICLE 12 HEALTH INSURANCE

- 12.1 The Employer shall provide group medical insurance for each eligible employee and his/her family/dependents for the length of the length of the employee's employment. Effective January 1, 2018, for employees selecting single coverage, the Employer will pay up to \$700 per month or the full amount of the single premium, whichever is less. Effective January 1, 2018, for employees selecting family coverage, the Employer will pay up to \$1,300 per month or the full amount of the premium, whichever is less.

To be eligible for health insurance, an employee must work a minimum of of thirty (30) hours per week. The Employer shall have the right to select the insurance carrier. The

of Minnesota. It shall be understood that the Employer's only obligation is to purchase an insurance policy equivalent to the above and pay the amounts above agreed to and no claim shall be made against the Employer as a result of any denial of any insurance benefits by any insurance carrier.

- 12.2 If an Employee chooses single medical coverage instead of family insurance, the Employee may use up to one hundred dollars (\$100) from the difference between the single Employer contribution and the family Employer contribution on insurance premiums to be used for purposes of purchasing additional insurance coverage. These insurance options may include but not limited to: dental, long term care, short and long-term disability, life, etc. These insurance options must be purchased through a carrier that works with the City and these amounts are not to be paid out to the Employee to purchase it on their own through their own carriers.
- 12.3 Employees may designate any unused portion of the single Employer contribution toward medical insurance also to the employee's supplemental insurance as outlined in 12.2 above if the Employee elects to carry additional insurances.
- 12.4 The Employer shall provide a group dental insurance plan for eligible employees. To be eligible for dental insurance, an employee must work a minimum of thirty (30) hours per week. The Employer shall contribute ten dollars (\$10.00) per month toward the dental insurance premium. This \$10.00 shall be paid to the employee. The Employer shall have the right to select the insurance carrier and the policy provided. It is understood that the Employer's only obligation is to purchase an insurance policy and pay the amount above agreed to, and no claim shall be made against the Employer as a result of any denial of any insurance benefits by any insurance carrier.
- 12.5 Employees may designate any unused portion of the Employer contribution toward health insurance to the employee's dental insurance premium if the employee elects coverage under the Employer's group dental plan.

ARTICLE 13 SICK LEAVE

- 13.1 Full-time employees shall be granted ten (10) hours of sick leave with pay for each full calendar month of employment. Employees may use sick leave for illness, injury, medical or dental appointments for themselves, their spouse and their minor children, and up to 160 hours in a 12-month period for other relatives as provided under Minnesota Statutes 181.9413.
- 13.2 If the Employer believes, in its discretion, that an employee's use of sick leave is habitual, patterned or inappropriate, the Employer may request statement from the health care provider stating the reason for the sick leave.
- 13.3 An employee working less than full-time shall earn sick leave on a pro rata basis (based on the average number of hours worked per month).
- 13.4 Unused sick leave shall accumulate to a maximum of nine hundred and sixty (960) working hours. Use of sick leave shall not result in the loss of seniority or benefits.

**ARTICLE 14
HOLIDAYS**

14.1 Twelve (12) days during a calendar year shall be observed and considered as paid holidays for all full-time employees. These shall consist of eleven holidays.

| | | |
|------------------------|------------------------|------------------------|
| The holidays shall be: | New Year's Day | Labor Day |
| | Martin Luther King Day | Columbus Day |
| | President's Day | Veterans Day |
| | Thanksgiving Day | Day after Thanksgiving |
| | Christmas Day | |
| | Memorial Day | |
| | Independence Day | |

14.2 Employees shall be paid holiday pay equal to eight (8) hours at their regular rate of pay. Employees required to work on a holiday shall receive time and one-half (1-1/2) their regular rate of pay for hours worked in addition to the entitled holiday pay.

14.3 When a holiday falls during an employee's annual leave or sick leave, it shall not be charged against such leave, provided however, that if a holiday falls during an employee's vacation period, such employee may not have the option of working on said holiday.

14.4 Should a holiday fall on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed on the following Monday.

14.5 Any employee hired for less than full-time employment shall have the holidays pro-rated based on their normal work week.

14.6 Employees shall receive one floating holiday per year to be used by December 31. The floating holiday can't be carried over to the next year.

**ARTICLE 15
ANNUAL LEAVE**

15.1 Annual leave shall be accrued as follows:

| | | |
|-------------------------|---|---------------------------------------|
| Start through 2 years | - | Ten (10) days or 6.67 hours/month |
| 3 years through 5 years | - | Fifteen (15) days or 10.0 hours/month |
| 6 years through 9 years | - | Twenty (20) days or 13.33 hours/month |
| Beginning year 10 | - | Twenty (21) days or 14 hours/month |

Beginning with the sixteenth (16th) year, employees will earn an additional eight (8) hours per year or 0.67 hours per month for each year of service up to a maximum accrual rate of twenty-five (25) days or 16.67 hours per month after twenty (20) years of service.

Annual leave may be taken in increments of two (2) hours.

15.2 An employee working twenty (20) hours per week or more shall receive paid annual leave in the amount of the average number of hours worked per year, pro-rated in relation to the full-time employee.

15.3 Annual leave may be taken with the approval of the Employer.

- 15.4 Employees shall be permitted to carry over up to two (2) weeks of annual leave into the following year. With the approval of the Employer, additional annual leave may be carried over.

**ARTICLE 16
INJURED ON DUTY**

- 16.1 In the event that an employee incurs a compensable injury under the Workers Compensation Act, the employee shall be compensated in an amount equal to the difference between the employee's regular rate of pay and benefits paid under Workers Compensation, said compensation being deducted from the employee's accrued sick leave. Such compensation, including benefits paid hereunder, and Workers Compensation benefits as a total amount, shall not exceed an amount equal to six (6) months of the employee's regular monthly rate of pay per disabling injury. Employees who are offered light duty work and decline such work shall not be compensated through sick leave deductions under this Article.
- 16.2 Upon exhaustion of sick leave, an employee may use vacation or compensatory time in an amount equal to the difference between the employee's regular rate of pay and the benefits paid under Workers Compensation.

**ARTICLE 17
LEAVES OF ABSENCE**

- 17.1 **Funeral Leave:** The Employer shall grant a leave of absence with pay, not to exceed three (3) days, in the event of death in the employee's immediate family – spouse, mother, father, grandparents, grandchildren, brother, sister, children, mother-in-law, father-in-law, step-mother, step-father, step-brother or step-sister.
- 17.2 **Jury Duty:** If an employee is required to serve on a jury, is subpoenaed as a witness in court, or voluntarily serves as a witness in a case where the City is a party, the Employer shall compensate the employee the difference between jury duty pay, less mileage reimbursement, and the employee's regular hourly rate of pay.
- 17.3 **Unpaid Leave:** A leave of absence without pay may be granted at the discretion of the Employer. No benefits or seniority shall accrue during an unpaid leave lasting more than two (2) weeks.
- 17.4 **Civic Duty Leave:** An employee who serves as a volunteer firefighter, first responder, or elected government official, shall be compensated by the Employer the difference between the pay received from the civic duty performed, less any mileage reimbursement from the civic organization, and the employee's regular hourly rate of pay.
- 17.5 **Statutory Leaves:** Employees shall be granted such leave as set forth in Minnesota Statutes and other laws, consistent with the provisions herein.

COMPENSATION

- 18.1 Employees shall be compensated in accordance with the salary schedule marked "Appendix A" attached hereto and made a part of this Agreement.
- 18.2 An employee not at the maximum salary for their grade shall receive a one step movement each year on their anniversary date of employment.
- 18.3 Employees will receive an annual clothing allowance in the amount of \$100.00.
- 18.4 In the event that a supervisor is gone for three days or more, the Employee shall receive additional pay in the amount of \$1.25 per hour.
- 18.5 Longevity-Employees shall receive longevity incentive payments according to the following schedule. The payment will be paid on the payroll immediately following the employee's anniversary date.

Upon completion of 5 years of service -\$400
Upon completion of 10 years of service-\$800
Upon completion of 15 years of service-\$800
Upon completion of 20 years of service-\$800
Upon completion of 25 years of service-\$800
Upon completion of 30 years of service-\$800
Upon completion of 35 years of service-\$800

ARTICLE 19 GENERAL PROVISIONS

- 19.1 Travel: Travel time for meetings, conferences, training, etc. required by the Employer, as well as the time spent in attendance shall be considered time worked. If the employee uses their own vehicle for such travel, they shall be reimbursed at the IRS rate in effect at the time. Meals and lodging shall be in accordance to the Cass Lake City policy.
- 19.2 In the event of a weather related closing of City Hall, administrative employees will be compensated at their current rate of pay. When City Hall is open and an administrative employee cannot make it to work, the employee may use vacation time, compensatory time, or time off without pay.


ARTICLE 20 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Cass Lake. 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 21
DURATION

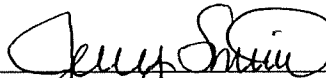
21.1 Except as herein provided, this Agreement shall be effective January 1, 2018, and shall continue in full force and effect until December 31, 2020, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing by September 1st of the year in which modifications are desired.

FOR AFSCME LOCAL #498
COUNCIL 65, AFL-CIO



Dated: 12-19-18

FOR THE CITY OF CASS LAKE

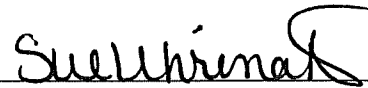


Jerry Smith, Mayor

Dated: 12-18-18



Dated: 12/19/18



Sue Uhrinak, Clerk

Dated: 12-18-18

2018 Salary Schedule

Bobbi Karpinski-Deputy City Clerk-\$14.93

Jason Raymond-Public Works II-\$16.06

Casey George-Public Works I-\$12.81

2019 Salary Schedule

Bobbi Karpinski-Deputy City Clerk-\$15.30

Jason Raymond-Public Works II-\$16.46

Casey George-Public Works I-\$13.13

2020 Salary Schedule

Bobbi Karpinski-Deputy City Clerk-\$15.72

Jason Raymond-Public Works II-\$16.91

Casey George-Public Works I-\$ 13.49