

AGREEMENT

between

THE CITY OF DEER RIVER, MINNESOTA

and

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

LOCAL UNION #498

BASE UNIT

JANUARY 1, 2017 - DECEMBER 31, 2019

AGREEMENT

This Agreement, entered into by and between the City of Deer River, hereinafter referred to as the "Employer", and Local Union #498, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I PURPOSE

It is the intent and purpose of the Employer and the Union to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment, so as to promote peaceful relations and to achieve the highest level of employee performance possible.

ARTICLE II RECOGNITION

Section A.

The Employer recognizes Local #498, AFSCME, AFL-CIO, as the exclusive representative for "All employees of the City of Deer River, Deer River, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding supervisory, confidential and essential employees", as per certification by the Bureau of Mediation Services, dated July 26, 1983.

Section B.

The Employer shall not enter into any agreements 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.

No discrimination shall be exercised against any employee because of Union membership or because of race, color, religion, national origin, marital status, disability, status with regard to public assistance, sexual orientation, age, creed, sex, or political belief.

ARTICLE III CHECKOFF OF UNION DUES

Section I.

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 the Union, and the deduction of dues shall commence 30 working days after initial employment with the Employer; and;

1.2 The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (1 18 Central Avenue, Nashwauk MN 55769) with a list of the names of the employees from whose wages deductions were made, along with other pertinent information necessary for the collection and administration of Union dues, preferably in an Excel formatted report that may be electronically transmitted or by US 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 US 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 employees 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 E. 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 IV HOURS OF WORK

Section A.

The normal hours of work for the Assistant City Clerk shall be eight (8) hours per day, Monday through Friday, and forty (40) hours per week. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at time and one-half (1-1/2) rates of pay.

Section B.

The normal hours of work for the employees of the Street, Sewer, Park and Water Department shall be eight (8) hours per day and forty (40) hours per week. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at time and one-half (1-1/2) rates.

Section C.

Employees covered by this contract shall be allowed to accumulate a maximum of one hundred twenty (120) hours of compensatory time off. Employees shall be able to carry over one hundred twenty (120) hours of compensation time off. Such time off shall be taken at the discretion of the employee, subject to the approval of the Department Head.

Section D.

An employee called to work outside their regularly scheduled shift shall be paid for a minimum of two (2) hours at the rate of time and one-half (1-1/2) their regular rate of pay or may elect to receive compensatory time off at one and one-half (1-1/2) their regular rate of pay.

Section E.

Paid non-working hours do count as hours worked for purposes of determining when overtime pay becomes due or for purposes of computing or paying overtime pay.

Section F.

Hours of work for part time employees may be up to 63.75 hours in a two (2) week period.

Section G.

For purposes of this Agreement, any employee who is regularly scheduled to work thirty-two (32) hours or more in a work week is considered to be a full-time employee.

ARTICLE V
HOLIDAYS

Section A.

All regular full-time employees shall receive the following paid holidays:

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

When any of the above holidays falls on a Saturday, the preceding day shall be the holiday, and when the holiday falls on a Sunday, the following day shall be the holiday.

Section B.

Regular full-time employees who are required to work on any of the above holidays shall be compensated at one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked that day, in addition to their regular holiday pay.

Section C.

When a paid holiday falls during an employee's vacation period, the employee shall receive an additional day of paid vacation.

Section D.

In addition to the above, regular full-time employees shall receive a "floating holiday" to be taken at the discretion of the employee. Such "floating holiday" shall have prior approval by the Department Head.

Section E.

Regular full-time employees may be granted one-half (1/2) day of Administrative Leave with pay on Christmas Eve Day. Approval of such leave to be at the discretion of the Department Head if there are no emergencies.

ARTICLE VI
VACATIONS

Section A.

All regular full-time employees shall earn vacation as follows at the beginning of that year:

<u>Years of Service</u>	<u>Number of Hours Per Year</u>
0 Thru 1	60
2 thru 4	88
5 thru 7	112
8 thru 14	140
15 thru 19	164
20 and over	192

Section B.

Vacation time shall be given on the first day of the calendar year.. All regular full-time employees will notify their Department Heads in advance of all requests for the use of vacation time. It being further understood that the wishes of the employees will be respected as to the time of taking vacation, insofar as the needs of the service will permit, and that the rights of the senior employee shall prevail in the selection of vacation time when an agreement cannot be reached among the employees.

Section C.

An employee leaving the service of the City for any reason shall be paid for any accumulated vacation credit including pro rata payments for periods of less than one year.

The City of Deer River and AFSCME Local 498 agree that at the time of an employee's retirement or upon termination of employment, because the Employer grants vacation at the beginning of the calendar year, that the employee shall pay back to the City the prorated share of vacation based on when the employee is done.

Section D.

Employees shall be allowed to use vacation in one (1) hour increments.

Section E.

No vacation time off will be allowed an employee during their six (6) month probationary period; provided that when the employee completes the probationary period, vacation time shall accrue from the employee's start date.

Section F.

Vacation time may be carried over from one year to the next to a maximum number of hours as follows:

<u>Years of Service</u>	<u>Maximum Number of Hours</u>
0 up to 2	40 hours
2 up to 5	80 hours
5 up to 8	120 hours
8 and over	160 hours

Employees will be allowed to carry up to an additional forty (40) hours of vacation over into the next year past their anniversary date, provided that work schedule did not allow said employee to use same.

ARTICLE VII SICK
LEAVE

Section A.

All regular full-time employees shall earn sick leave at the rate of four (4) hours per pay period, accumulative to one hundred forty (140) working days, for a total of 1120 hours to be figured as an 8 hour day.

Section B.

After three consecutive days' absence from work due to illness or accident, the Employer shall have the right to insist on a doctor's certificate confirming the employee's inability to work. If such a certificate is not furnished when demanded, the Employer shall have the right to refuse any sick leave allowance.

Section C.

The Employer will pay for all physical examinations required by the Employer or by any State rules or regulations.

Section D.

Worker's Compensation Benefits.

- l) Supplemental Pay: If an employee of the City of Deer River shall receive a compensable injury, he/she can choose one of the following options:

The City shall pay the difference between the compensation received by the employee and his/her regular monthly net pay rate, the same to be deducted from the sick leave benefits. The City 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 Workers Compensation shall not exceed the amount of credits which an employee is entitled to from such accrued sick leave benefits. Employee may use sick leave pay for their insurance contribution benefit and/or deductions at their discretion.

OR

An employee off due to injury or illness attributable to the job and therefore eligible for benefits under Worker's Compensation shall receive their Worker's Compensation benefits only.

- 2) Insurance Continuation Benefits: When an employee is out of work due to Worker's Compensation injury or illness. Deer River City will continue paying his/her health insurance at the same level as while an active employee for a period not to exceed six (6) months.
- 3) Sick leave absence for other than the employee's absence due to illness shall be subject to the provisions of Minnesota Child Care Act and/or FMLA. FMLA shall commence upon employee's request and shall not be concurrent with any paid leave unless requested by the employee.

Section E.

No sick leave credit will be accrued while an employee is away from work due to leave of absence, sickness, or disability, nor will sick leave pay be allowed during leave of absence or during layoff, except as provided in Section F below.

Section F.

Sick leave pay credit shall cease on the day preceding the day on which the employee retires. If an employee becomes ill or is injured while on vacation, the scheduled vacation time is counted as vacation; and, if the disability continues beyond the scheduled time of vacation, sick leave pay (any remaining sick leave credit) will begin on the first consecutive scheduled working day after the end of the scheduled vacation.

Section G.

Employees who leave in good standing or who are laid off (layoff for purposes of this Section shall also include a reduction of hours worked) shall receive the following severance pay, based on one hundred twenty (120) days:

Years of Service		Percent of <u>Accumulated Unused Sick Leave</u>
5 through	9	25%
10 through	14	50%
15 through	19	75%
20 or more		100%

Section H. Funeral Leave

An employee shall be allowed up to five (5) working days with pay per year as funeral leave days for death of a member of the employee's immediate family. Immediate family is defined as the employee's spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of the employee or the employee's spouse, or other relatives living in the same household as the employee.

ARTICLE VIII
SENIORITY

Section A.

All regular employees working for the City of Deer River, Minnesota, as outlined in the bargaining unit of the Recognition Clause, shall be covered by this Agreement and placed on the Seniority List.

Section B.

Seniority standing is to be determined on the basis of total length of continuous service for the City of Deer River. All new employees shall be placed on the seniority list from the employee's start date after the completion of a six-month probationary period; and, during such six-month period, employees may be discharged by the Council without cause and without the same causing a breach of this Agreement or constituting a grievance hereunder.

Section C.

An employee shall lose his seniority standing upon voluntary resignation from employment or upon discharge for cause. An employee's seniority shall not be terminated because of absence due to illness, authorized leave of absence, or temporary layoff.

Section D.

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

Section E.

In the case of a reduction of force or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work, provided the employee has the necessary qualifications to perform the duties of the job involved.

Section F.

Temporary vacancies may be filled by the senior qualified employee. In the event said vacancy has a higher rate of pay, the qualified employee filling such vacancy shall receive such higher rate of pay when such an appointment is made.

Section G.

Notice of all vacancies and newly-created positions shall be posted on employee bulletin boards, and the employees shall be given seven (7) 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 the employee has the necessary qualifications to perform the duties of the job involved. The Council shall make the determination as to whether or not the applicant 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.

Section H.

Seniority list shall be brought up to date on January 1 of each calendar year and posted on employees' bulletin board. A copy of the seniority list shall be sent by mail to the Secretary and the President of the Union.

Section I.

A leave of absence shall be granted only by mutual agreement of the Council.

Section J.

Disciplinary discharges, demotions or transfers to a lower classification shall be made only for just cause. The Union Grievance Committee 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 of appeal through the normal grievance procedure.

ARTICLE IX
BULLETIN BOARD

The Council will erect and maintain a bulletin board of reasonable size to be placed in each location where employees report for work, as may be mutually agreed upon between the Union and the Council, which bulletin boards shall be for the use of the Union to post any notice or document relating to Union affairs.

ARTICLE X
GRIEVANCE PROCEDURE

Section A. Grievance Definition

A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and the City as to the interpretation or application of the terms and conditions contained in this Agreement.

Section B. Representative

The employee may be represented during any step of the grievance procedure by any Union representative designated by such employee to act in his/her behalf.

Section C. Definitions and Interpretations

Subd. 1. Extension: Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 2. Days: Reference to days regarding time periods in this procedure shall refer to working days. A working day is defined as all week days not designated as holidays by State Law.

Subd. 3. Computation of Time: In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Subd. 4. Filing and Postmark: The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a postmark of the U.S. Postal Service within the time period.

Section D. Time Limitation and Waiver

Grievances shall not be valid for consideration unless the grievance is submitted in writing to the City Council's designee, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the City Council's designee.

Section E. Adjustments of Grievance

The City Council and the employee shall attempt to adjust all grievances which may arise during the course of employment of any employee within the City in the following manner:

Subd. 1. Level I: First, an effort shall be made on an oral basis to adjust the grievance between the employee and his/her immediate supervisor. The supervisor shall respond within 3 working days.

Subd. 2. Level II: In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the City Clerk and/or Council designate, provided such appeal is made in writing within ten days after receipt of the decision in Level I. If a grievance is properly appealed to the City Clerk, the City Clerk and/or Council designate shall set a time to meet regarding the grievance within fifteen (15) after receipt of the appeal. Within ten (10) days after the meeting, the City Clerk and/or Council designate shall issue a decision in writing to the parties involved.

Subd. 3. Level III: In the event the grievance is not resolved in Level II, the decision rendered may be appealed to the City Council provided the appeal is made within ten (10) days after receipt of the decision in Level II. If a grievance is properly appealed to the City Council, the City Council shall set a time to hear the grievance within twenty days after receipt of the appeal. Within twenty days after the meeting, the City Council shall issue its decision in writing to the parties involved. At the option of the City Council, a committee or representative(s) of the Council may be designated by the Council to hear the appeal at this level and report its findings and recommendations to the City Council. The City Council shall then render its decision.

Subd. 4. Level IV: In the event the grievance is not resolved in Level III, the grievance may be appealed to the Bureau of Mediation Services. Such request must be made within ten (10) calendar days following the decision in Level III. The time limit for requesting arbitration is tolled during mediation, and if mediation does not resolve the grievance, arbitration may commence as hereafter provided.

Section F. City Council Review

The City Council reserves the right to review any decision issued under Level I of this procedure, provided the City Council or its representative notify the parties of its intention to review within ten days after the decision has been rendered. In the event the City Council reviews a grievance under this Section; the City Council reserves the right to reverse or modify such decision.

Section G. Denial of Grievance

Failure by the City Council or its representative to issue a decision within the time periods provided herein shall constitute a denial of the grievance, and the employee may appeal it to the next step.

Section H. Arbitration Procedure

In the event that the employee and the City Council are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

Subd. 1. Request: A request to submit a grievance to arbitration must be made in writing signed by the aggrieved party, and such request must be filed in the office of the City Clerk within fifteen (15) days following the decision in Level III of the grievance procedure, or Level IV, whichever is applicable.

Subd. 2. Prior Procedure Required: No grievance shall be considered by the arbitrator which has not been first duly processed with the grievance procedure and appeal provisions.

Subd. 3. Selection of Arbitrator: Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, or as soon thereafter as a list of arbitrators is made available from the PERB and the parties can meet, select an arbitrator by the striking process.

Subd. 4. Hearing: The grievance shall be heard by a single arbitrator, and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral and written arguments relating to the issues before the arbitrator. The proceeding before the arbitrator shall be a hearing denovo.

Subd. 5. Decision: The decision by the arbitrator shall be rendered within thirty days after the close of the hearing. Decisions by the arbitrator in cases properly before him shall be final and binding upon the parties, subject, however, to the limitations of arbitration decisions as provided by in the P.E.L.R.A.

Section I. Expenses

The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Council 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.

Section J.

Duly authorized representatives of the Union shall have the right to accompany the grievant at all times in the discussion or adjustment of grievances.

ARTICLE XI
DISCIPLINE AND DISCHARGE

Section A.

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure.

Section B.

Disciplinary action or measures shall include only the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

Section C.

When any disciplinary action more severe than an oral reprimand is intended, the Employer shall, before or at the time such action is taken, notify the employee in writing of the specific reasons for such action.

Section D.

The Employer shall not discharge any permanent employee without just cause. If in any case, Employer feels there is just cause for discharge, the employee will be suspended for five (5) working days, and the employee and the Local Union will be notified, in writing, that the employee is subject to discharge and shall be furnished with the reasons therefore.

ARTICLE XII
GENERAL PROVISIONS:

Section

A.

The management of the City of Deer River and the direction of the working forces, the operation of said City, including the hiring, promoting and retiring of employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of employees in connection with any reduction or increase in the working forces, equipment and other property of the City are the exclusive functions of the Employer; provided, however, that in the exercise of such functions, the Employer shall not alter any of the provisions of this Agreement.

Section B.

The Employer agrees to permit the Negotiating or Grievance Committee to appear at Council meetings in negotiations or disputes without the loss of pay. Representatives of the American Federation of State, County and Municipal Employees 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.

All bargainable matters not covered by this Agreement shall be settled by negotiations between the Employer and the Union.

Section D.

The Employer will inform the Union prior to any layoff.

Section E.

City of Deer River will provide employees within the street department with a three hundred-dollar (\$300.00) boot allowance for the length of the contract (boots must be OSHA approved).

ARTICLE XIII
JURY DUTY

Employees called for jury duty shall be paid the difference between the employee's regular wage and that amount received for the period of time spent on jury duty, providing that factual documentation of the jury duty call is provided to the Employer. In lieu of the above, the employee may sign over and direct the check for jury duty less the mileage allowance to the Employer and receive his regular paycheck. An employee called for jury duty who is not required to be present in said courthouse during hours of regular work must report to work or, if released for the day, must return to work if there is a reasonable amount of the work day left.

ARTICLE XIV
DURATION OF AGREEMENT

The terms and provisions of this Agreement shall become effective as of January, 1, 2017. and shall continue in full force and effect until December 31, 2019 and thereafter from year to year unless either party shall give written notice to the other party sixty (60) days before the annual expiration date of its desire to terminate or amend said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 28th day of November - 2016

CITY COUNCIL
CITY OF DEER RIVER, MN




Mayor

City Administrator

LOCAL #498, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES



Staff Representative

Union President

APPENDIX "A" SALARY

SCHEDULE

JANUARY 1, 2017 - DECEMBER 31, 2019

DEPARTMENT:		2.5%	2%	2%
		<u>2017</u>	<u>2018</u>	<u>2019</u>
Working Foreman		23.94	24.42	24.91
Deputy Clerk/Register		25.51	26.02	26.54
Street. Sewer. Water				
	Start:	17.14	17.48	17.83
	6 Months:	18.19	18.55	18.92
	1 Year:	19.17	19.55	19.94
	2 Years:	20.24	20.64	21.05
	3 Years:	21.29	21.72	22.15
License Bureau Fulltime				
	Start:	16.38	16.71	17.08
	6 Months:	17.47	17.82	18.18
	1 Year:	18.54	18.91	19.29
		19.58	19.97	20.37
		20.61	21.02	21.44
License Bureau Part Time Lead	Start	15.89	16.30	16.63
	6 Months	16.64	16.79	17.13
	1 Year	16.94	17.28	17.63
<u>After one year, the wage is increased as negotiated.</u>				
Licenses Bureau Part Time	Start	15.31	15.62	15.93
	6 Months	15.98	16.30	16.63
	1 Year	16.46	16.77	17.13
After one Year, increased as negotiated.				

ADD LONGEVITY PAY:	YEARS OF FULL-TIME SERVICE	RATE PER HOUR
	10-14 YEARS	\$.05 PER HOUR
	15-19 YEARS	\$.10 PER HOUR
	20-24 YEARS	\$.15 PER HOUR
	25 YEARS AND OVER	\$.20 PER HOUR

(Additional pay effective after negotiated wage increase has been determined.)

APPENDIX "B"
INSURANCE

Section A. Health Insurance

The City Council agrees to contribute the full amount for the single policy coverage and 80% of the cost of the premium for family insurance coverage for all full-time employees who qualify for and who are enrolled in the Blue Cross/Blue Shield hospital medical plan. The City agrees to pay deductible for family coverage at 80% and on single coverage at 100%. Upon mutual agreement, the City and the Union agree to open the contract in one year if insurance is not working out and look at other options.

Since it would be of benefit to both the employee and the City of Deer River to establish an "in lieu of "medical insurance coverage for any employee that can be covered under another medical insurance plan. Therefore, if the employee will provide the City with proof of the alternative insurance coverage that will replace the existing City's coverage, the City will provide payment to the employee in lieu of medical coverage in the amount negotiated between the employee and the City.

An employee has to work 32 hours per week to receive this benefit.

Section B. Benefits for Disabled Employees

Any full-time employee who becomes disabled while in the employ of the City shall be assured of continuance in the medical insurance group for a period of up to two (2) years, and said premium shall be paid by the City, provided the employee has ten (10) years of full-time service.

Section C. Life Insurance

The City agrees to pay the full amount of a policy for full-time employees for life and accidental death and disability insurance in the amount of \$10,000.00.

Section D. Dental Insurance

The City Council agrees to contribute the full amount for the single policy coverage and 90% of the cost of the premium for family dental coverage for all full-time employees who qualify for and who are enrolled in such a plan.

An employee has to work 32 hours per week to receive these benefits.

Section E. Retiree Medical Coverage

When an employee reaches 30 years of full-time service, he/she would receive a \$6,000.00 payment to go into HCSP at payments of \$ 100.00 per month until employee retires, at which time the balance of the \$6,000.00 would be deposited into the HCSP. Also, any employee who at present time (8/2/07) has 30 years of full-time service or more would be brought up to date with the payment to their HCSP not to exceed \$6,000.00 total. This applies only to full-time employees.

Effective January 2007, all eligible full-time employees shall contribute to the POST employment health care savings plan as described below:

Public Utility Department	\$50.00 per pay period
All other AFSCME employee's	\$50.00 per pay period

In addition, all full-time employees eligible for the severance package as outlined in the AFSCME Union contract and individual contracts shall contribute 100% to the health care savings plan.

Section G.

If Legislature enacts a law that allows small cities the same options on insurance as big cities, both parties agree to open the contract to look at the options.

Section H.

The City of Deer River and AFSCME Local 498 agree that at the time of an employee's retirement or upon termination of employment, because the Employer grants vacation at the beginning of the calendar year, that the employee shall pay back to the City the prorated share of vacation based on when the employee is done.