

**LABOR AGREEMENT
BETWEEN**



AND

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL UNION NO. 737, COUNCIL 65**

**CLERICAL AND TECHNICAL UNION
2017-2018**

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**CITY OF RED WING
AND
CLERICAL-TECHNICAL UNION LOCAL NO. 737, COUNCIL 65
AGREEMENT**

ARTICLE 1. PURPOSE

This Agreement, entered into by the City of Red Wing, hereinafter referred to as the "EMPLOYER", and Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION", has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences concerning the interpretation or application of this Agreement, and the establishment of rates of pay, hours of work, and other conditions of employment.

This Agreement is pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended, hereinafter referred to as the Act.

ARTICLE 11. RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all technical and clerical employees employed by the City of Red Wing, Red Wing, Minnesota, whose position exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year or 100 work days if under age 24 and a full-time student, excluding employees of the Library and Police Department, supervisory, confidential and all other employees.
- 2.2 The EMPLOYER shall not enter into any agreement with employees coming under this jurisdiction, either individually or collectively, which conflicts with the terms and conditions of this Agreement.

ARTICLE III. PRODUCTIVITY

- 3.1 The EMPLOYER and the UNION mutually recognize the need to maintain and improve productivity in the various operations of the City. To this end, the UNION will cooperate with the EMPLOYER in studies intended to measure and improve productivity. The UNION will also encourage its members and officers to make suggestions to the EMPLOYER that in the judgment of said members and officers would aid in improving productivity.

ARTICLE IV. UNION SECURITY

- 4.1 The EMPLOYER agrees to deduct once each month Union dues or fair share fee from the wages of employees who have authorized in writing such a deduction. The amount of the Union dues to be deducted shall be certified to the EMPLOYER by the Treasurer of the UNION, and the aggregate deductions of all employees shall be

remitted with an itemized statement to the Treasurer by the tenth (10th) of the succeeding month, after such deductions are made.

4.2 The Union shall 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 any action taken or not taken by the EMPLOYER under the provision of this Article.

4.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choices.

4.4 A. The EMPLOYER agrees to make payroll deductions from the pay of those employees who wish to participate in such voluntary plans as are approved by the UNION.

B. The EMPLOYER shall remit to the address designated by the Union the aggregate deductions of all employees together with an itemized statement showing the name of each employee from whose pay deductions have been made and amount deducted during the period covered by the remittance. Such remittance shall be made on a monthly basis or on such other periodic basis as may be agreed upon.

C. The EMPLOYER and the UNION shall agree on such forms, rules and regulations as may become necessary for the operation of such payroll deduction plans.

ARTICLE V. EMPLOYER SECURITY

5.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow down or other interruption of or interference with the normal functions of the EMPLOYER and will enforce this among the UNION membership.

5.2 Employees who engage in a strike shall be subject to the provisions of PELRA, Sec. 179A.18 and 179A.19.

ARTICLE VI. DEFINITIONS

The terms used in this Agreement shall be defined as follows:

6.1 **Base Pay Rate**: The Employee's basic hourly pay rate exclusive of overtime premium or any other special allowances.

6.2 **Days**: Unless otherwise specified, means working days.

6.3 **Regular Employee**: A member of the exclusively recognized bargaining unit, as defined in the Article titled Recognition, who has completed the required probationary period.

6.4 Unit Seasonal and Temporary Employees: A member of the exclusively recognized bargaining unit as defined in the Article titled Recognition, who has completed the required probationary period and fills a temporary or seasonal position with an approximate defined ending time at the time of hire and not lasting more than six (6) months. These employees will receive wages provided by the Contract and benefits in accordance with city policy.

These employees will also receive premium pay for hours worked on the following major holidays: New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas Day Premium pay as used herein is defined as one and one-half times the employee's regular wage rate. The EMPLOYER shall give notice to the UNION of, and upon request by the UNION will meet and confer on, terms and conditions affecting these employees prior to posting of any such job vacancy. The employment of "temporary" employees will be primarily for vacation relief, seasonal and emergency work situations.

6.5 Union: Local 737, Council 65, AFSCME, AFL-CIO.

6.6 Employer: City of Red Wing or it's designated representative.

6.7 Call-Back: Return of an employee to a specified work site to perform assigned duties at the express direction 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. Shifts worked other than assigned shifts worked for the convenience of the employee are not call-backs.

6.8 Regular Part-Time Employee: A member of the exclusively recognized bargaining unit, as defined in the Article titled Recognition, who has completed the required probationary period, but works less than 40 hours per week. New employees hired after January 1, 2007, will move through the pay plan on a pro rata basis based on the number of hours compensated for. This would also apply to accrued benefit increases if applicable. Regular part-time employees working 20 hours or more per week would be eligible for prorated vacation, sick and holiday benefits. Regular part-time employees working 24 hours or more per week would be eligible for prorated health, LTD, life and ADD insurance.

6.9 PELRA: is defined as the Public Employees Labor Relations Act as contained in Minnesota Statutes, Chapter 179A, as amended.

6.10 IMMEDIATE FAMILY: The immediate family includes the spouse, children, step-children, foster children, parents, step parents, siblings, grandparents, step-grandparents, grandchildren, step-grandchildren, aunts, uncles, nieces, nephews, of the employee or the employee's spouse and other bona fide permanent member of the employee's household.

ARTICLE VII. GRIEVANCE PROCEDURE

7.1 For purpose of the grievance procedure, grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

7.2 Grievances shall be resolved in the following manner:

Step 1. An employee and/or the Union Steward claiming a violation of the terms of this Agreement shall, within ten (10) calendar days after the occurrence of the event giving rise to the grievance, or ten (10) calendar days after the employee, through use of reasonable diligence, gained knowledge of the occurrence, meet on an informal basis with the immediate supervisor, as designated by the EMPLOYER, in an attempt to resolve the grievance. The Supervisor shall attempt to resolve the grievance within ten (10) calendar days.

Step 2. In the event the grievance is not satisfactorily resolved by the Supervisor, the employee and/or Union Steward may reduce the alleged grievance to writing to serve it upon the Department Head within ten (10) calendar days following receipt of the EMPLOYER'S Step 1 answer. The written statement of the grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. The Department Head shall meet with the grieving parties, attempt to resolve the grievance, and serve the EMPLOYER'S Step 2 answer upon the UNION within ten (10) calendar days of the meeting.

Step 3. If the grievance remains unresolved, the UNION may proceed to Step 3 within ten (10) calendar days following receipt of the EMPLOYER'S Step 2 answer by presenting the grievance in writing to the Council Administrator. The Council Administrator shall meet with the grieving parties within ten (10) calendar days after receiving notice of the UNION'S intention to proceed with the grievance pursuant to Step 3.

Step 4. Either party may request mediation or arbitration by serving a written notice on the other party of their intention to proceed with mediation or arbitration within ten (10) calendar days of receiving the Step 3 response. Any mediation of a grievance will be by mutual agreement.

7.3 In the event grievance arbitration becomes necessary, a list of qualified arbitrators shall be requested from the Minnesota Bureau of Mediation Services within fifteen (15) calendar days after the EMPLOYER'S Step 3 decision is received or the grievance is not resolved at mediation. The EMPLOYER and the UNION shall alternately strike names from the list until only one (1) remains. The remaining arbitrator shall hear and decide the grievance. The side striking the first name shall be determined by lot.

- 7.4 A hearing on the grievance will be held promptly by the arbitrator, and a final and binding decision will be rendered within thirty (30) calendar days of the hearing.
- 7.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him/her.
- 7.6 The decision regarding the grievance shall be binding upon both parties and the parties shall share equally the costs and fees of the arbitrator.
- 7.7 Choice of Remedy. If, as a result of the written EMPLOYER response in Step 3, 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 4 of Article VII or to a procedure such as Veterans' Preference or Fair Employment.

If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided by Step 4 of Article VII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII, 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 4 of Article VII.

- 7.8 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 limit, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE VIII. DISCIPLINE AND DISCHARGE

- 8.1 The EMPLOYER shall have the right to discipline employees for just cause.
- 8.2 Disciplinary action by the EMPLOYER shall include and be in this order:

- A. Oral reprimand, or
- B. Written reprimand, or
- C. Suspension, or
- D. Demotion, or
- E. Discharge.

- 8.3 The EMPLOYER agrees to limit suspension to ten (10) days and give written notice of such action provided however, an arbitrator may impose a penalty beyond the ten (10) day limit.
- 8.4 Other than oral reprimands, written documentation of disciplinary actions shall be entered into the employee's personnel file. Each written entry shall be read by the employee and acknowledged by signature of the employee. A copy of each disciplinary action shall be given to the employee and one copy mailed to the President of the UNION.
- 8.5 In determining appropriate discipline for any infraction or violation, any disciplinary action which is five years old or older from the date of the event giving rise to the disciplinary action, may not be used in any fashion against the employee, provided, however, that during the five year period preceding the event giving rise to the disciplinary action, the employee has had no other disciplinary action taken against him or her. The Employer may refer to and otherwise use evidence of a previous disciplinary action taken at any time against an employee for impeachment purposes during arbitration of a grievance. Once discipline for an offense has been imposed and considered final by the Employer, it cannot thereafter be increased.
- 8.6 Employees shall have the right, upon written request, to review the contents of their own personnel file and in accordance with the Minnesota Government Data Practices Act.

ARTICLE IX. PROBATIONARY PERIODS

- 9.1 All personnel hired to a permanent employment status shall serve a six (6) month continuous probationary work period during which time the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated and any necessary retraining or re-instruction shall be undertaken.
- 9.2 All permanent personnel serving a probationary period shall earn sick leave benefits and vacation benefits in accordance with Vacation and Sick Leave Articles. During the probationary period, employees may accumulate sick and vacation leave, but shall not be entitled to use earned vacation until the completion of the first six months of employment.
- 9.3 During the probationary period, the employee may be terminated at the sole discretion of the EMPLOYER. Probationary employees may not grieve disciplinary actions. An employee terminated during the probationary period shall receive a written notice of termination, which will include the reason for termination, and a copy will be sent to the UNION.
- 9.4 Employees promoted to a higher job classification shall serve a forty-five (45) work day continuous probationary work period during which time the employee's fitness

and ability to perform the job classification duties and responsibilities shall be evaluated, and any necessary retraining or re-instruction shall be undertaken.

- 9.5 At any time during the probationary period, an employee may be demoted by the EMPLOYER for just cause based upon job performance to the job classification from which the employee was promoted. An employee demoted during the probationary period shall receive written notice of such demotion, which will include the reason(s) for demotion, a copy of which will be sent to the UNION.
- 9.6 Employees shall have the right, during a promotional probationary period, to voluntarily demote to their previously held job classification, upon written request.
- 9.7 Employees serving a probationary period based on a promotion shall suffer no loss or reduction of benefits provided in the Agreement.

ARTICLE X. HOURS OF WORK

- 10.1 The sole authority in assigning work schedules is the EMPLOYER. Work shifts worked at other than normal work times for the convenience of the employee shall be considered normal work shifts, and no premium or shift differential shall be paid.

The normal work week shall consist of 40 hours to be accounted for by each EMPLOYEE through schedule of hours worked or compensated.

The normal work week shall consist of either five, eight (8) consecutive hour shifts (Clerical Staff); four, nine (9) consecutive hour shifts and one, four (4) consecutive hour shift; or four, ten (10) consecutive hour shifts. Shifts are exclusive of meal periods. The EMPLOYER retains sole discretion in scheduling employees and in determining the number of eight, nine, and ten hour shift schedules.

The EMPLOYER will use its best efforts to accommodate employee scheduling requests. Split shifts or weekly shifts not described above shall not be scheduled except by mutual agreement of the EMPLOYER and affected employee. Employees shall be scheduled to work on a regular work shift, except in cases of emergency and each work shift shall have a regular starting and quitting time. Any work scheduled over the established shift length or forty (40) hours per week shall be considered as overtime. If the City shall deem a change in shift necessary, the City will give the UNION a four (4) week notice as to the change.

- 10.2 The following schedule shall be in effect for employees hired prior to 5/30/2014:

12 Midnight to 6 A.M.	Premium Time (Payable at time and one-half [1½])
Saturdays & Sundays	Premium Time (Payable at time and one-half [1½])

5 P.M. to 12 Midnight Shift differential of \$1.00/hour not to be compounded or pyramided with overtime

The following schedule shall be in effect for employees hired after 5/30/2014:

12 Midnight to 6 A.M. Premium Time (Payable at time and one-half [1½])
Saturdays & Sundays Premium Pay at 10%

5 P.M. to 12 Midnight Shift differential of \$1.00/hour not to be compounded or pyramided with overtime

An employee, if qualified, can voluntarily sign up to work weekend hours at the Applicable premium rate based on the employee's date of hire.

Production Supervisor and Audio/Video Technician: Shift Differential is not applicable. Saturday and Sunday overtime applies only when the employee works beyond 40 hours per week or the hours exceed the regular normal shift. Holidays will be paid at time and one-half. Split shifts will be required for some shifts.

10.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, it may be required for an employee to work additional hours on other than normal shifts. Each employee has an obligation to work overtime or call-backs, if requested, unless unusual circumstances prevent them from so working.

ARTICLE XI. OVERTIME

11.1 The EMPLOYER shall have the right to require employees to work additional time. Employees may elect to choose overtime as cash or compensatory time off, if agreeable with the employee's supervisor.

11.2 Conditions and rate at which overtime premiums will be paid: Hours worked in excess of normal scheduled shift hours per work day will be compensated at the rate of one and one-half (1½) times the employee's regular base pay rate unless both the Employer and employee mutually agree to "flex" the hours. "Flexed" hours will not create any overtime payments. All "flex" hours must occur within one (1) work week.

11.3 Hours worked in excess of forty (40) hours per week will be compensated at the rate of one and one-half (1½) times the employee's regular base pay rate.

11.4 The EMPLOYER will offer overtime as equally as possible among employees in the same job classification. Refusal to work shall be recorded and counted as overtime offered but refused.

11.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

11.6 The EMPLOYER and the UNION agree that for purposes of overtime any hours worked by an employee on Saturday shall be paid at time and one-half the employee's regular base rate of pay, with a minimum of three hours.

11.7 Compensation will take the form of either time and one-half pay or compensatory time. Compensatory time is paid time off at the rate of one and one-half hours off for each hour of overtime worked. The purpose is to reduce the overtime costs to the City, yet provides the employee more time and the flexibility to be off.

Overtime hours must be approved in advance by the EMPLOYEE'S supervisor. Overtime earned will be paid at the rate of one and one-half on the next regularly scheduled payroll date, unless the employee and supervisor mutually agree in advance that the overtime will be banked as compensatory time in lieu of payment.

The maximum compensatory time hours that an EMPLOYEE can have accumulated and banked at one time is 60 hours. All compensatory time must be taken in the year earned or have at least applied for compensatory time leave in the months of January or February of the following year by the second Friday in December.

Sixteen (16) hours of accumulated overtime would be a choice of compensatory time off or pay at the choice of the EMPLOYEE with scheduling approved by the EMPLOYER; that after sixteen (16) hours, the EMPLOYER would specify compensatory time or with pay.

Compensatory time earned but not used or applied for use in January or February by the December deadline shall be zeroed out and paid as overtime in conjunction with the last regularly scheduled pay period in December.

ARTICLE XII. CALL-BACK

12.1 An employee called back to work after having been dismissed from the work shift on Monday through Friday shall receive a minimum of two (2) hours pay at his/her base pay rate or the actual number of hours worked paid at one and one-half (1½) times the base pay rate, whichever is greater.

ARTICLE XIII. MEAL AND REST PERIODS

13.1 Each employee shall be authorized one (1) thirty (30) minute unpaid meal period per work day. The meal period, whenever possible, shall be scheduled near the middle of the shift. Any other interruption for meals shall be designated by the EMPLOYER and at the expense of the employee.

13.2 Employees working a normal work day shall receive one 15 minute paid break for each approximate 4 hours of work subject to the Supervisor's approval as to when the breaks are taken. The Supervisor may allow for the breaks to be combined into one 30 minute break.

ARTICLE XIV. HOLIDAYS

14.1 The following days shall be recognized and observed as paid holidays for all employees: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and one floating holiday. The Employer will allow employees to use the floating Holidays for Good Friday or Columbus Day if there is at least a minimum staffing level in their departments. When scheduling conflicts arise, the most senior employee will have priority. For employee starting or ending their employment the floating Holiday will be prorated on a calendar year basis. Christmas Eve Day shall also be recognized and observed for all employees with the exception of the Public Works Secretaries. Christmas Eve and New Year's Eve, commencing at the beginning of the second half of the employees shift, shall be recognized and observed as a holiday for Public Works Secretaries to correspond with their work sites.

14.2 Any holiday falling on Sunday will be celebrated by observing the following day as a holiday with the exception of Christmas Eve and New Year's Eve. If Christmas Eve or New Year's Eve falls on a Sunday, then the holiday will be celebrated on the preceding Friday. When a holiday falls on a Saturday, the preceding day shall be observed as a holiday. Any holiday which falls during an employee's vacation period shall be taken as an additional day of paid vacation.

14.3 Employees working a normal Monday through Friday work week who are required to be on duty on any holiday shall be paid time and one-half (1½) for the hours worked, in addition to the base pay rate.

14.4 When an employee is called to work on a Sunday or holiday, he/she shall receive a minimum of three (3) hours pay or one and one-half (1½) times the base rate of pay for the actual hours worked, whichever is greater.

ARTICLE XV. VACATION

15.1 Employees may take vacation at such time as the employee requests, with the approval of the Department Head. The vacation period shall be January 1 through December 31 of each year. Employees may use vacation when weather is inclement, (ex. snow days). Vacation leaves may be taken in quarter hour increments.

15.2 Vacations shall be given to employees as follows:

<u>Months of Service</u>	<u>Vacation Accrual Rates</u>	
0 to 24 months (0-2yr)	3.08 hrs/biweekly	10 days/yr.
25 to 96 months (3-8yr)	4.62 hrs/biweekly	15 days/yr.
97 to 180 months (9-15yr)	6.46 hrs/biweekly	21 days/yr.
181 to 216 months (16-18yr)	6.77 hrs/biweekly	22 days/yr.
217 to 252 months (19-21yr)	7.08 hrs/biweekly	23 days/yr.
253 to 288 months (22-24yr)	7.39 hrs/biweekly	24 days/yr.
289+ months (25+yr)	7.69 hrs/biweekly	25 days/yr.

Part-time employees will earn on the same schedule but earn a prorated share which is in direct relation to the number of hours they work versus the 40 hour schedule, e.g. an employee who has worked 38 months and works 20 hours per week will receive 5 hours vacation leave per month.

15.3 Accumulated vacation accrual shall carry over from one year to the next with a maximum accumulation of two times the employee's annual accrual rate.

15.4 No employee shall receive a reduction in vacation benefits already received due to this schedule.

15.5 An employee leaving employment voluntarily, or having been discharged, shall be compensated for any unused vacation leave earned by the employee up to the date of termination of employment. See also Appendix C if applicable.

ARTICLE XVI. LEAVES

16.1 If an employee has utilized all available accrued vacation and sick leave, leave without pay for reasonable and short periods of time (one day or less) may be granted by the employee's department head. Extended leaves of absence are for a period more than one full day and shall only be granted by the Council Administrator or their designee. Probationary employees may be granted unpaid leave for one day or less by the Department Head. Extended leaves of absence beyond one day must be approved by the Council Administrator.

Any request for unpaid leave of absence shall be submitted in writing by the employee to his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for leave of absence shall be solely within the discretion of the EMPLOYER.

16.2 Employees required to serve on jury duty shall be granted their regular daily pay less the amount of jury or witness fees paid for such period of service. If the employee is excused after reporting and returns to work, he/she will not be deducted for that day.

16.3 A leave of absence shall be granted to a natural or adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to three (3) months; provided, however, that such leave may be extended up to a maximum of one (1) year by mutual consent between the EMPLOYER and employee. Employees may utilize a minimum eight (8) weeks accrued sick leave in conjunction with maternity leave.

A leave of absence taken under this provision shall be administered consistent with the Family Medical Leave Act guidelines and requirements. The eight (8) weeks of sick leave is for the mother only and begins upon delivery of the child, and that the eight (8) weeks of sick leave, and any leave under FMLA and/or any State parenting leave law shall run concurrent with the three months overall leave that any employee may take.

16.4 Any employee returning from an approved leave of absence shall be entitled to return to employment in his/her former position or a position of comparable duties and pay. The rate of pay shall be the rate had the employee been continuously employed during the period of the absence.

16.5 Leaves of absence of up to one (1) year may be granted to any permanent employee who, as a result of extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the employee, such leave may be extended, determined on needs of the department.

ARTICLE XVII. SEVERANCE PAY

17.1 The EMPLOYER shall pay one-third of the employee's sick leave (up to 1,000 hour bank) and one-half of the balance in the sick bank (over 1,000 hour bank) upon resignation, retirement or death. See also Appendix C if applicable.

ARTICLE XVIII. SICK LEAVE

18.1 Employees shall earn sick leave at the rate of 4.62 hours bi-weekly. Sick leave may be accumulated to a maximum limit of 1000 hours. After reaching the maximum an employee will continue to earn sick leave at the rate of .92 hours bi-weekly.

18.2 The City will maintain two (2) separate accrual banks for sick leave; one for the hours accumulated to 1000 hours and one for any accrued hours over 1000 hours. If an employee has accumulated hours in both banks and they use sick time, those hours will be deducted from the initial bank; therefore earning those hours back at the higher accrual rate.

18.3 Sick leave with pay must be used only for the following reasons:

- A. Personal illness or physical incapacity which renders the employee unable to perform assigned job duties and responsibilities.**
- B. Required medical care.**
- C. Exposure to contagious disease under circumstances in which the health of the employees with whom the employee is associated or members of the public with whom the employee deals would be endangered by the employee's attendance on duty.**
- D. Illness or injury to a member of the employee's immediate family which requires the employee's personal care and attendance provided adequate reasons are given to the supervisor or Department Head for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.**
- E. Safety leave as defined in MN Statute 181.9413, for the assistance to the employee or to the employee's immediate family.**

18.4 An employee on sick leave shall inform the Supervisor of this fact and the reason therefore prior to the commencement of the scheduled workday, unless circumstances prevent the employee from notifying the Employer of the fact.

18.5 The Department Head may require written medical verification of the employee's absence after three (3) days.

18.6 Sick leave may be taken in quarter hour increments.

18.7 An employee who has been unable to work for a period of time because of illness or injury may be required, before being permitted to return to work, to furnish the Employer with medical evidence that said employee is able to perform all significant duties of the job in a competent manner and without hazard to her/himself or others.

18.8 An employee receiving sick leave with pay who simultaneously receives compensation under Workers' Compensation Laws shall receive, for the duration of such compensation, only that portion of his/her regular salary which will, together with said compensation, equal his/her regular salary. The accrued sick leave of the employee will be reduced only in proportion to the amount of compensation paid by the City.

18.9 An employee who does not utilize sick leave for any 12 month period shall upon the completion of the 12 month period convert one (1) day of accumulated sick leave into one (1) day of vacation leave.

ARTICLE XIX. EMERGENCY LEAVE

19.1 An employee shall be granted an emergency leave with pay in the event of a death, serious injury, or a serious or contagious illness within the immediate family. Emergency leave will be deducted from the employee's sick leave balance.

19.2 An employee selected to be a pall bearer shall be allowed one-half (½) day emergency leave with pay. An employee shall be allowed three (3) days minimum of emergency leave as a funeral leave for a death in the immediate family. Emergency leave beyond the three days will be evaluated on a case by case basis approved by City Council Administrator.

19.3 Limitations: Emergency leaves shall not exceed the time needed to travel to and from, and attend a funeral including reasonable family services and events; or the time during which an immediate family member is seriously injured or ill (e.g. significant surgery, hospitalization, emergency medical service, etc.).

The request for emergency leave along with a complete description of the circumstances causing the emergency leave shall be made to the employer's Department Head. Careful consideration shall be given to the nature of the emergency and the intent and purpose of this leave. Emergency leave shall only be granted for the time necessary to attend to the emergency situation and/or make necessary arrangements to handle a permanent or long lasting event (e.g. recovery after surgery, grief counseling, estate matters, illness recovery or hospice-type arrangements, etc.). Emergency leave will be deducted from EMPLOYEES sick leave.

ARTICLE XX. INSURANCE

20.1 The EMPLOYER will provide a basic health insurance program similar to the one in effect on the date of this Contract. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The City funding into the Health Reimbursement Account will be \$750 single/\$1500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan.

20.2 The EMPLOYER will provide a voluntary basic dental program. The employee will pay 25% of the premium.

20.3 The EMPLOYER shall also provide a term life insurance policy on the life of the employee with a face value of \$50,000.

20.4 The employer shall also provide group long-term disability. The entire premium for this policy shall be paid by the EMPLOYER with the benefit being taxable to the EMPLOYEE.

20.5 Employees that have the maximum accumulated sick leave to their credit who experience an injury or extended illness which causes them to use their accumulated sick leave without returning to work shall be permitted to continue their group hospitalization and life insurance policy for six months after all sick leave has been used at the EMPLOYEES expense.

During the first three months of this extended period, the EMPLOYER shall pay as if the employee were working, less the cost of optional coverage's elected by the employee. During the second three month period, the employee shall pay the entire premium. All extensions pursuant to this paragraph shall be subject to approval by the EMPLOYER'S insurance carrier.

20.6 Upon retirement prior to age 70, the employee shall be able to continue the life insurance protection pursuant to the provisions of the group policy under an individual plan at whatever rate may be applicable at retirement age, upon the approval and consent of the EMPLOYER'S insurance carrier. At age 70, the life insurance protection will cease.

20.7 The UNION shall be allowed one representative on an insurance advocacy committee which will consist of Union, non-union, and management representatives. The purpose of the committee shall be to give input to the EMPLOYER regarding health, life and accidental insurance plans.

ARTICLE XXI. SENIORITY

21.1 Seniority shall be an employee's continuous length of service with the EMPLOYER. New employees hired shall be considered as probationary employees for the first six (6) months of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the department of the City and shall rank for seniority from the last date of employment.

21.2 The EMPLOYER shall prepare a seniority list on the date of this Agreement which will show the name and job title of all employees entitled to seniority. The EMPLOYER will keep the seniority list up to date and will provide the UNION with an up-to-date copy annually.

21.3 An employee shall lose seniority for the following reasons only:

- A. He/she resigns.
- B. He/she is discharged.

C. He/she does not return to work when recalled from layoff as set forth in the recall procedure.

21.4 The word lay off shall mean a reduction in the working force due to the decrease of work. If it becomes necessary for a layoff, the following procedure will be followed: Probationary, temporary and seasonal employees will be laid off first. Seniority employees will be laid off according to seniority in his/her job class and the ability and qualification to perform the work available. When the working force is increased after a layoff, employees will be recalled according to seniority in the inverse order of lay off, his/her job class, and the ability and qualification to perform the work available. Notice of recall shall be sent to employee at their last known address by Registered or Certified mail. If the employee fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered as having resigned.

The following are the two defined Job Classifications for purposes of layoffs:

TECHNICAL CLASSIFICATION shall include these positions:

Building Inspector, CAD Technician, Eng. Tech I, Eng. Tech II, GIS Specialist, and Accounting Specialist.

OFFICE CLASSIFICATIONS shall include these positions:

Office Clerk/Receptionist, Meter/Accounts Technician, Public Works Office Specialist, Volunteer Coordinator, Waste Campus Coordinator, Business Process Specialist, and Finance Aid.

ARTICLE XXII. JOB POSTING AND VACANCIES

22.1 The EMPLOYER and the UNION agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within, provided that applicants:

- A. Have the necessary qualifications to meet the standards of the job vacancy; and
- B. Have the ability to perform the duties and responsibilities of the job vacancy.

22.2 Employees filling a higher job class based on the provisions of the Article shall be subject to the conditions of Article IX, Probationary Periods.

22.3 The EMPLOYER has the right to final decision in the selection of employees to fill posted jobs, based on experience, qualifications and abilities. Such decisions shall be subject to the grievance procedure. Where employees meet the job qualifications and possess the required abilities, senior employees shall be given preference. In the event an employee's seniority is bypassed, he/she shall, upon written request to the Department Head, be given the reasons in writing.

22.4 Job vacancies within the designated bargaining unit will be posted for five (5) working days so members of the bargaining unit can sign the posting list and be considered for such vacancies. All persons desiring to apply for said vacancy shall apply within the five (5) day period, by signing the posting. For new positions, the EMPLOYER and the UNION will meet and confer on the wage rate and bargaining unit status for such positions prior to posting. If the UNION and EMPLOYER fail to reach an agreement on the starting wage rate for a new position, the EMPLOYER shall retain the right to determine the starting wage rate. The City agrees to negotiate the starting wage rate upon the UNIONS request.

22.5 The EMPLOYER shall not be required to repost any vacancy when a promoted employee reverts back to his/her former job within one month of the promotion. The EMPLOYER shall go to the previously posted list and attempt to fill the position from the other employees who have signed, or upon finding none of these employees qualified, shall hire from outside the bargaining unit.

22.6 Pay on temporary assignment:

Employees assigned to work in a higher paid classification shall be paid at the greater of the next higher hourly rate of pay for said higher classification or an additional .75 cents per hour for the full period of time worked on temporary assignment in that classification, except when the temporary assignment is for someone on vacation. If an employee is assigned to a lower classification, they shall receive their regular rate of pay. Increments of less than one hour will not be submitted and hours will be rounded to the nearest quarter hour after the first hour.

22.7 Employees promoted to a higher job classification shall receive starting pay at the next highest rate on the pay schedule or a minimum of .50 cents per hour for said higher classification and thereafter be governed by all other provisions of the pay schedule. Section 9.4 to 9.7 will apply to Employees accepting a lateral move or demotion except that seniority in a higher grade classification within the same department or type of work will count as seniority in the new position.

ARTICLE XXIII. NON DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION PROGRAM

23.1 It is agreed by the EMPLOYER and the UNION that both parties shall provide for equal employment opportunities and will not discriminate against any employee on the basis prohibited by state or federal law such as membership in the UNION without regard to race, color, religion, national origin, political affiliation, disability, marital status, status with regard to public assistance, sex, age, or criminal record.

ARTICLE XXIV. SAFETY

- 24.1 The EMPLOYER and the UNION agree regarding the necessity of establishing safe and healthy working conditions. Employees are obligated to cooperate in the implementation of reasonable regulations establishing such conditions.
- 24.2 The UNION shall appoint one (1) employee to participate on the citywide Safety Committee with no loss of regular pay for such participation.
- 24.3 The City will furnish employees with any required (OSHA or City policy) safety equipment. Such equipment will be assigned to affected employees and shall only be used for City employment purposes. Any employee authorized to purchase such equipment (e.g. boots, safety glasses) may do so and the City will reimburse the employee up to the City-paid amount (employee pays any excess) provided that the equipment meets or exceeds all ANSI/OSHA/City standards and/or specifications. Probationary employees shall purchase at their own expense any personalized safety equipment and upon successful completion of their probationary period will be reimbursed at the normal City-paid amount (employee pays any excess).

Employees shall provide reasonable maintenance and care for such equipment and assure that it is not carelessly abused or neglected. The City will replace or repair such equipment when required by normal wear and tear or by bona fide accidental damage. The City may not replace lost or stolen equipment. Any equipment purchased with City money, or for which the employee has been reimbursed, will be promptly returned upon leaving City employment and before receiving their last paycheck.

ARTICLE XXV. TUITION, TEXTBOOK, AND LICENSE

- 25.1 The EMPLOYER shall pay only for travel to/from and attendance at any EMPLOYER-mandated training session along with required materials, if any, for such training session. Time traveling to/from and attendance at any such training session shall not be counted as time worked for overtime purposes.

ARTICLE XXVI. WAIVER OF BARGAINING

- 26.1 The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION, for the life of this contract, each voluntarily and unqualifiedly waives the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

26.2 This Agreement may be amended any time during its life upon the mutual consent of the EMPLOYER and the UNION. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.

ARTICLE XXVII. SAVINGS CLAUSE

27.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event that any provision, phrase or clause of this Agreement shall at any time be declared invalid by any court having jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions remain in full force and effect. Voided portions may be renegotiated at the request of either party.

ARTICLE XXVIII. GENERAL PROVISIONS

28.1 When an employee is required to use his/her vehicle in the performance of work-related duties, the EMPLOYER shall reimburse the employee at a rate of not more than authorized by State statute and at a rate as determined by the City Council of the City of Red Wing from time to time.

ARTICLE XXIX. MANAGEMENT RIGHTS

29.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment in all aspects including, but not limited to, the right to plan, direct, establish, change, eliminate and control all operations, functions, programs and services in all City Departments; to determine the utilization of technology, to establish and modify the organizational structure; to select, direct, determine the number of personnel, and to perform other inherent managerial functions not limited by this Agreement.

29.2 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 XXX. TRAINING/EDUCATION

30.1 Tuition reimbursement is available for members of this bargaining unit per the City's Personnel Policy.

ARTICLE XXXI. DURATION

31.1 The terms and provisions of this Agreement, except where specifically noted otherwise herein, shall become effective January 1, 2017, and shall extend through December 31, 2018, and shall be automatically renewed from year to year thereafter, unless negotiations are initiated pursuant to the Public Employment Labor Relations Act of 1971, as amended. The parties shall commence negotiations for a successor contract upon the written request of either party, and such negotiations shall commence no later than August 31 of the Contract's expiration year.

ARTICLE XXXII. WAGES AND CLASSIFICATIONS

32.1 The EMPLOYER and the UNION agree to the job classification and pay schedule set forth in Appendices A for the duration of this Contract.

32.2 For 2017, the following rates of pay shall be effective January 1, 2017 (2.5% see Appendix A). For 2018 the following rates are effective January 1, 2018 (2.5% see Appendix B).

32.3 The Union shall make its proposal to the City no later than September 1 of the year preceding the proposal year.

32.4 Promotion: An employee promoted to a job that is rated above their grade and step shall be placed in the new jobs grade at a step that is equal to or greater than their current hourly wage.

Reclassification Upgrade: An employee's current assigned job grade has been adjusted up. Employee would receive a grade increase upon approval by City Council. The employee Step would stay the same. Example: Grade 4 Step B to Grade 5 Step B.

Reclassification Downgrade: An employee's current assigned job grade has been adjusted down. An employee would be red-circled at their current wage. Example: Currently at Grade 5 Step B; reclassified to Grade 4; wage would stay the same until Grade 4 Step B dollar amount equals their current wage.

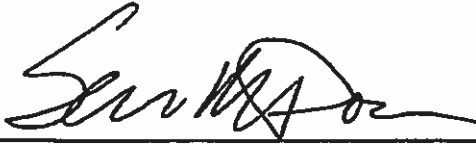
If the City ends up being in non-compliance with the comparable worth plan, the City must be able to make the necessary adjustment at that time in order to be in compliance with the comparable worth statute. City agrees to meet and negotiate with the UNION the effects of these changes.

32.5 The EMPLOYER retains the right to place any new employee at a higher pay step (no greater than step 3) based upon their previous experience, training and/or depending on market conditions affecting recruitment and/or retention. Placement at a step above the start rate shall in no way affect the probationary period or seniority status of a new hire.

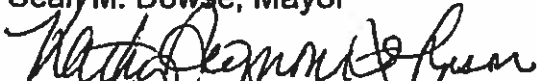
Witness our hands and seals this 9th day of January 2017, at Red Wing, Minnesota.

FOR THE EMPLOYER:

City of Red Wing



Sean M. Dowse, Mayor



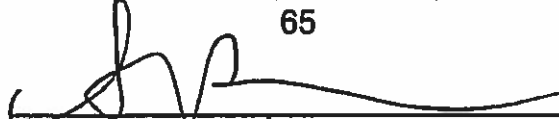
Kathy Seymour Johnson, City Clerk



Kay Kuhlmann, City Council
Administrator

FOR THE UNION:

AFSCME, AFL-CIO Clerical and
Technical Union, Local 737, Council
65



Shannon Douvier, Associate Director



Rose Hanson, President



Chad Gilbertson, Vice-President/
Treasurer

Appendix A (2.5 Percent Increase) Pay Schedule Effective January 1, 2017

Position	Grade	Step A Start	Step B 6 month	Step C 1 year	Step D 2 years	Step E 3 years	Step F 4 years	Step G 5 years
Office Clerk/Receptionist	4	15.91	16.50	17.08	17.66	18.25	18.83	19.41
Finance Aid	5	17.34	17.98	18.62	19.25	19.89	20.52	21.16
Meter Accounts Technician	5	17.34	17.98	18.62	19.25	19.89	20.52	21.16
Volunteer Coordinator	5	17.34	17.98	18.62	19.25	19.89	20.52	21.16
Public Works Office Specialist	7	20.23	20.97	21.71	22.46	23.20	23.94	24.68
Waste Campus Coord.	7	20.23	20.97	21.71	22.46	23.20	23.94	24.68
Accounting Specialist	8	21.85	22.65	23.45	24.25	25.05	25.85	26.66
Business Process Specialist	8	21.85	22.65	23.45	24.25	25.05	25.85	26.66
GIS Specialist	8	21.85	22.65	23.45	24.25	25.05	25.85	26.66
CAD Technician	9	23.60	24.46	25.33	26.19	27.06	27.92	28.79
Engineering Technician I	9	23.60	24.46	25.33	26.19	27.06	27.92	28.79
Building Inspector	10	25.48	26.42	27.35	28.29	29.22	30.16	31.09
Engineering Technician II	10	25.48	26.42	27.35	28.29	29.22	30.16	31.09

Appendix B (2.5 Percent Increase) Pay Schedule Effective January 1, 2018

Position	Grade	Step A Start	Step B 6 month	Step C 1 year	Step D 2 years	Step E 3 years	Step F 4 years	Step G 5 years
Office Clerk/Receptionist	4	16.30	16.90	17.50	18.10	18.70	19.29	19.89
Finance Aid	5	17.77	18.42	19.08	19.73	20.38	21.03	21.68
Meter Accounts Technician	5	17.77	18.42	19.08	19.73	20.38	21.03	21.68
Volunteer Coordinator	5	17.77	18.42	19.08	19.73	20.38	21.03	21.68
Public Works Office Specialist	7	20.73	21.49	22.25	23.01	23.77	24.53	25.29
Waste Campus Coord.	7	20.73	21.49	22.25	23.01	23.77	24.53	25.29
Accounting Specialist	8	22.39	23.21	24.03	24.85	25.67	26.49	27.31
Business Process Specialist	8	22.39	23.21	24.03	24.85	25.67	26.49	27.31
GIS Specialist	8	22.39	23.21	24.03	24.85	25.67	26.49	27.31
CAD Technician	9	24.18	25.07	25.95	26.84	27.72	28.61	29.50
Engineering Technician I	9	24.18	25.07	25.95	26.84	27.72	28.61	29.50
Building Inspector	10	26.11	27.07	28.03	28.99	29.94	30.90	31.86
Engineering Technician II	10	26.11	27.07	28.03	28.99	29.94	30.90	31.86

Appendix C – Payment of Accrued Benefits (Severance) into Health Reimbursement Account

The Clerical/Technical Unit chooses to provide additional funding into the Health Reimbursement Account (HRA) as follows:

Unused Vacation

1. Employees with less than 32 years of employment with the City, cash out 100% of unused vacation.
2. Employees with 32 or more years of employment with the City, 80% of unused vacation paid into the HRA, 20% of unused vacation payable as a cash payment.

Unused Sick Leave payable pursuant to Section 18.8 of the Collective Bargaining Agreement

1. Employees with less than 5 years of employment with the City, 100% of unused sick leave payable as a cash payment.
2. Employees with 5 years or more of employment with the City, 100% of unused sick leave payable into the HRA

**MEMORANDUM OF AGREEMENT
USE OF SCHOOL DISTRICT'S HEALTH CARE CLINIC**

This Memorandum of Agreement ("MOA") is entered into by and between the City of Red Wing ("City") and the AFSCME, AFL-CIO Clerical and Technical Union, Local 737, Council 65 ("Union").

WHEREAS, the City and the Union are parties to a collective bargaining agreement ("CBA") governing the general terms and conditions for AFSCME, AFL-CIO Clerical and Technical Union, Local 737, Council 65 employed by the City;

WHEREAS, Independent School District No. 256, Red Wing School District ("District") has offered the City an opportunity for City employees to use the District's Employer-Sponsored health care clinic operated and maintained solely by the District;

WHEREAS, the City would like to extend the District's offer to use its Employer-Sponsored health care clinic to City employees who are enrolled in the City-Sponsored health insurance plan, which is a benefit above and beyond that which is provided under the 2017-2018 CBA between the City and the Union; and

WHEREAS, the City's reasons for extending the District's offer to use its Employer-Sponsored health care clinic to City employees who are enrolled in the City-Sponsored health insurance plan are to provide a wider variety of health care options to employees while possibly saving City funds associated with health care costs.

NOW, THEREFORE, the City and the Union agree as follows:

1. Effective January 1, 2017, the City will offer use of the District's Employer-Sponsored health care clinic to bargaining unit employees who are enrolled in the City-Sponsored health insurance plan.
2. The City and Union understand that the Employer-Sponsored health care clinic is operated and maintained solely by the District, and that the District may, at any time and for any reason, exercise its authority to close, restrict use of, or change the structure of the Employer-Sponsored health care clinic in any way, without regard to the impact on the City or bargaining unit employees.
3. The City and Union agree that this benefit, i.e. the use of the District's Employer-Sponsored health care clinic, is not part of the City-Sponsored group insurance contract, and thus, Minnesota Statutes Section 471.6161, subdivision 5, is not applicable to either this MOA or the City's offer to bargaining unit employees who are enrolled in the City's health insurance plan to use the District's Employer-Sponsored health care clinic.

4. This MOA is separate from, and not a part of, the CBA. Nothing in this MOA may be deemed to establish a precedent or practice or to alter any established precedent or practice arising out of or relating to the CBA between the City and the Union. Neither the City nor the Union may refer to this MOA or submit it in any proceeding or case as evidence of a precedent or past practice. The parties agree that the contents of this MOA are not arbitrable.
5. This MOA constitutes the entire agreement between the parties related to the City's extension to City employees who are enrolled in the City-Sponsored health insurance plan of the School District's offer to use the School District's Employer-Sponsored health care clinic. Neither party has relied on any statements, promises, or representations that are not stated in this MOA. The terms of this MOA supersede any and all prior agreements between the parties related to the City's offer to bargaining unit employees who are enrolled in the City-Sponsored health insurance plan to use the District's Employer-Sponsored health care clinic. No amendments or modifications of this MOA will be valid unless they are in writing and signed by both parties. A copy of this MOA will have the same legal effect as the original.
6. This MOA and the benefits offered herein expire upon the occurrence of either: (1) December 31, 2017, the date until which the District has agreed to provide the service to its own employees; (2) one year from the effective date of this MOA, in the event that the District decides to continue operating the clinic and making the benefit available to City employees past December 31, 2017; or (3) at any date on which the District dissolves the Employer-Sponsored health clinic or ceases offering the benefit or making the benefit available to City employees.

IN WITNESS WHEREOF, by signing this MOA, each party represents that it has read, understands, and agrees to be bound by its terms. Each party further represents that it has voluntarily entered into this MOA on the dates shown by their signatures. This MOA will not become effective unless and until it is approved by City Council and is signed by both parties.

[SIGNATURES ON NEXT PAGE]

AFSCME CLERICAL AND TECHNICAL UNION, Local 737 ((Bargaining Unit Employees))

Date: 11/22/17

by [Signature]
Its Union President

Date: 1-24-17

by [Signature]
Its Alternate and AFSCME 65

CITY OF RED WING

Date: 2/9/17

by Kay Kuhlmann
Its Council Administrator

Date: _____

by _____
Its _____

Date: _____

by _____
Its _____