

LABOR AGREEMENT

BETWEEN THE



AND

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

PUBLIC WORKS UNION

2017-2018

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**Labor Agreement between the
City of Red Wing and
American Federation of State, County, and Municipal Employees, AFL-CIO, Local
No. 737
2017-2018**

ARTICLE I. PURPOSE

- 1.1 This Agreement, entered into by the City of Red Wing, hereinafter referred to as the "EMPLOYER", and Local 737, 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.
- 1.2 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 II. 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 employees in the City of Red Wing Department of Public Works who are employed for more than 14 (fourteen) hours per week and more than 67 (sixty-seven) work days per year excluding supervisory and confidential employees and students who work more than 100 working days in a calendar year and are under the age of 24 and are full-time students enrolled in a nonprofit or public educational institution prior to being hired by the employer, and have indicated, either by application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as students during or after their temporary employment.
- 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 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 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 Section 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.

Section 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.

Section 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.

4.5 No more than one (1) Incinerator Plant employee and two (2) Public Works employees who are members of the UNION bargaining committee shall be paid for attending bargaining sessions held during their working hours.

ARTICLE V. MANAGEMENT RIGHTS

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, 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 the Public Works Department 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.

- 5.2 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 VI. EMPLOYER SECURITY

- 6.1 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.
- 6.2 Any employee who engages in a strike may have their appointment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 6.3 Any employee who is absent from any portion of their work assignment without permission, or who abstains wholly or in part from the full performance of their duties without permission from their EMPLOYER on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 6.4 Any employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violations, be appointed or reappointed, or employed or re-employed, but the employee shall be on probation for one year with respect to such civil service status, tenure of employment, or contract of employment, as they may have theretofore been entitled.
- 6.5 No employee shall be entitled to any daily pay, wages, or per diem for the days on which they engaged in a strike.

ARTICLE VII. DEFINITIONS

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

- 7.1 **Base Pay Rate**: The Employee's basic hourly pay rate exclusive of overtime premium or any other special allowances.
- 7.2 **Days**: Unless otherwise specified, means working days.

- 7.3 Permanent Employee: A member of the exclusively recognized bargaining unit, as defined in the Article titled Recognition, who has completed the required probationary period.
- 7.4 Temporary Employee: An individual so designated by the EMPLOYER who is hired in a non-continuing position for a period of less than 67 working days or if a bona fide student 100 working days. The employment of "temporary" personnel will be primarily for vacation relief, seasonal and emergency work situations.
- 7.5 Union: Local 737, Council 65, AFSCME, AFL-CIO.
- 7.6 Employer: City of Red Wing, or it's designated representative.
- 7.7 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 callback.
- 7.8 Employee: A member of the exclusively recognized bargaining unit as defined in the term Article 2 of this agreement and PELRA.
- 7.9 PELRA: The Public Employees Labor Relations Act as contained in Minnesota Statutes.
- 7.10 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 bonafide permanent member of the employee's household.
- 7.11 PREMIUM PAY: Payment for hours worked on Saturdays, Sundays or Holidays at a rate of 1 ½ times the employee's base. Premium pay shall be earned for hours worked on said eligible dates regardless of the number of hours worked during the week. Hours worked over 40 hours per week are considered overtime hours and not premium pay. Unscheduled callbacks would be paid at the premium rate subject to Article 13.1.
- 7.12 REGULAR PART-TIME EMPLOYEE: A member of the exclusively recognized bargaining unit, as defined in 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.

ARTICLE VIII. GRIEVANCE PROCEDURE

8.1 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.

8.2 Grievances shall be resolved in the following manner:

Step 1. An employee and the Union Steward claiming a violation of the terms of this Agreement shall within ten (10) working days after the occurrence of the event giving rise to the grievance, or ten (10) working 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 City, in an attempt to resolve the grievance. The Supervisor shall attempt to resolve the grievance within ten (10) working days.

Step 2. In the event the grievance is not satisfactorily resolved by the Supervisor, the employee and/or Union Steward shall reduce the alleged grievance to writing to serve it upon the Public Works Director within ten (10) working days following the 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. Within ten (10) working days following written receipt of the grievance, the Public Works Director shall meet with the grieving parties, attempt to resolve the grievance, and serve the EMPLOYER'S answer upon the UNION within ten (10) working days of the meeting.

Step 3. If the grievance remains unresolved, the UNION may proceed to Step 3 within ten (10) working days following receipt of the EMPLOYER'S Step 2 answer by presenting the grievance in writing to the Council Administrator or his/her designee. The Council Administrator shall meet with the grieving parties within ten (10) working 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) working days of receiving the Step 3 response. Any mediation of a grievance will be by mutual agreement.

- 8.3 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 determine the grievance. The side striking the first name shall be decided by lot.
- 8.4 A hearing on the grievance will be held promptly by the arbitrator, and a final and binding decision shall be rendered within thirty (30) calendar days of the hearing.
- 8.5 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.
- 8.6 The decision regarding the grievance shall be binding upon both parties, and the parties shall share equally the costs and fees of the arbitrator.
- 8.7 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 VIII or to a procedure such as Section 24 of the Red Wing Personnel Rules, Veterans' Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VIII, the grievance is not subject to the arbitration procedure as provided by Step 4 of Article VIII. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VIII, 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 VIII.
- 8.8 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 IX. DISCIPLINE AND DISCHARGE

- 9.1 The EMPLOYER shall have the right to discipline employees for just cause.

9.2 Disciplinary action by the EMPLOYER shall include:

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

9.3 The EMPLOYER agrees to limit suspension to ten (10) days and give written notice of such action provided however, that an arbitrator may impose a penalty beyond the ten (10) day limit.

9.4 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.

9.5 Employees shall have the right, upon written request, to review the contents of their own personnel file at reasonable times. Employees may examine their own individual personnel files in accordance with the Minnesota Government Data Practices Act.

9.6 All references to and documentation of a disciplinary action shall be removed from an employee's personnel file five years after the occurrence of the event giving rise to the disciplinary action, provided there are no recurrent episodes. If there are recurring episodes, the five years will start over after a recurring episode.

ARTICLE X. PROBATIONARY PERIODS

10.1 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.

10.2 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 leave, but shall not be entitled to use earned vacation until the completion of the probationary period.

10.3 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.

- 10.4 Employees promoted to a higher job classification shall serve a thirty (30) 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.
- 10.5 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.
- 10.6 Employees shall have the right, during a promotional probationary period, to voluntarily demote to their previously held job classification, within 30 days upon written request.
- 10.7 Employees serving a probationary period based on a promotion shall suffer no loss or reduction of benefits provided in the Agreement.
- 10.8 Personnel hired in a "temporary" employment status shall be employed for a period not to exceed sixty-seven (67) (100 days if a bona fide student) working days. "Temporary" personnel shall be compensated at the appropriate hourly wage rate set by the EMPLOYER.

ARTICLE XI. HOURS OF WORK

- 11.1 The sole authority in assigning work schedules is the EMPLOYER. The normal work week for an employee of the Department of Public Works shall consist of either five, eight (8) consecutive hour shifts; four, nine (9) consecutive hour shifts and one, four (4) consecutive hour shift; or four, ten (10) consecutive hour shifts exclusive of meal periods. Refuse and recycling employees typically work four (4) 9 hour shifts and one (1) 4 hour shift. During holiday weeks, the 4 hour work day will be the holiday for that week. The additional 4 hours of holiday pay will be accrued into the floating holiday bank to be used at a later date. This bank must be depleted by December 15 of each year. During the approximately last three weeks of the calendar year, the refuse and recycling employees' normal schedule will be changed to 8 hours a day for the five day work week. The EMPLOYER retains sole discretion in scheduling EMPLOYEES and in determining the number of eight, nine, and ten hour shift schedules. Split shifts or weekly shifts not described above shall not be scheduled except by mutual agreement of the EMPLOYER, affected EMPLOYEE and the UNION. 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 work shift 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 two (2) week notice as to the change.

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

Saturdays & Sundays Premium Time (Payable at time and one-half (1½))

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

Saturdays & Sundays Base Rate + Premium Pay at 10%

An employee notified of a shift change before the end of his/her shift shall receive their base rate of pay plus 8% for his/her entire work shift when all or a portion of the worked hours are between the hours of 5:00pm and 6:00am.

The EMPLOYER will offer premium pay as equally as possible among employees in the same job classification.

11.3 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 different hours other than normal shifts (except Rink and Street Sweeping). Each employee has an obligation to work overtime or callbacks, if requested, unless unusual circumstances prevent them from so working. No notice is required under this provision. Overtime refused shall be counted as overtime not worked.

ARTICLE XII. OVERTIME

12.1 The EMPLOYER shall have the right to require employees to work additional time.

12.2 Conditions and rate at which overtime premiums will be paid: Hours worked in excess of normal work shift hours will be compensated at the rate of one and one-half (1½) times the employee's regular base pay rate including any applicable shift differential regardless of whether or not the work shift falls over more than one payroll period.

12.3 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. Employees may request scheduled work time off in lieu of working more than 40 hours if mutually agreed by the EMPLOYER and affected EMPLOYEE.

- 12.4 The UNION recognizes that certain projects cannot be shut down at the end of the regular workday. Employees needed to complete the project can be required by the EMPLOYER to work an extended day.
- 12.5 The EMPLOYER will offer overtime as equally as possible among employees in the same job classification.
- 12.6 Refusal to work shall be recorded and counted as overtime offered but not worked.
- 12.7 If, after a classification has been exhausted, insufficient employees have volunteered to work, then the least senior employee shall be required to work unless physically incapable. This procedure shall be followed until the EMPLOYER'S needs are met.
- 12.8 Except as stated expressly in this Article, nothing shall relieve the employee of his/her responsibility to report when called for overtime or emergency work, especially during situations involving fire, flood, snow, sleet or breakdown of municipal equipment or facilities.
- 12.9 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.10 Compensatory Time. The following compensatory (comp) time provision shall be in compliance with the Fair Labor Standards Act. An employee may elect to earn comp time (16 hours of overtime) at the appropriate overtime rate for use under the following conditions:

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.

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. The maximum compensatory time hours that an employee can accumulate for each year is 60 hours. Overtime hours worked when at the maximum shall be paid as overtime.

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. 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.

Department Heads are responsible for generating the necessary Personnel Action Form to zero out the compensatory time balance and attach any Compensatory time leave requests for the months of January and February for the Council Administrator's signature the third Tuesday in December.

When the workload permits, comp time may be utilized by applying in advance and is subject to approval of the employer. Requests will not be approved if it creates scheduling problem or would require the City to pay additional overtime to cover for comp time used.

ARTICLE XIII. CALLBACK

- 13.1 An employee called in for work at a time other than his/her scheduled shift will be compensated for a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base pay rate. An employee called in between the hours of 11 pm and 5 am or on a holiday will be compensated for a minimum of three (3) hours pay at two (2) times the employee's base pay rate. An extension of or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum. A callback before 5 am when scheduled to work a 7 am shift would be considered a callback and a callback after 5 am would not be considered a callback.

ARTICLE XIV. MEAL AND REST PERIODS

- 14.1 Each employee of the Department of Public Works shall be authorized one (1) thirty (30) minute unpaid meal period per work shift. 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. Employees snowplowing at night shall have the option of taking the thirty minute unpaid meal period or continuing work.
- 14.2 Employees working a normal workday shall receive one (1) thirty (30) minute rest period during each eight (8) hour normal workday. If the City schedules ten (10) hour workdays, there shall be a thirty (30) minute rest period during the second half of the day. All break time includes travel time.

ARTICLE XV. HOLIDAYS

- 15.1 The following days shall be recognized and observed as paid holidays for the employees of the Department of Public Works: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and two (2) floating holidays. Christmas Eve afternoon and New Year's Eve afternoon shall also be observed as holidays commencing at 11 a.m. The employer will allow employees to use floating holidays for Good Friday and/or Chief Red Wing Day (Columbus Day) if there is at least minimum staffing levels in their departments. When scheduling conflicts arise, the most senior employee will have priority. For employees

starting or ending their employment, the floating holiday will be prorated on a calendar year basis. If the employer grants an additional paid holiday to any other employee group of the City, said holiday shall be added to the list of paid holidays for the employees covered by this agreement.

- 15.2 Christmas Eve afternoon and New Year's Eve afternoon shall be holidays. These holidays shall begin at the beginning of the second half of the employee's shift. If Christmas Day and/or New Year's Day fall on a Sunday or Monday, these afternoon holidays shall be celebrated on the preceding Friday.
- 15.3 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 (1 ½) for the hours worked, in addition to the base pay rate.
- 15.4 The floating holiday will be treated as a regular holiday when applied for at least two weeks in advance. If the employer calls an employee in to work on their elected floating holiday, the employee will receive their holiday pay, plus time and one-half for hours worked.

ARTICLE XVI. VACATIONS

- 16.1 Employees with the most seniority will have preference as to time of taking their vacation, if their application for vacation is made by March 15.
- 16.2 Vacation shall be given to employees as follows:

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

- 16.3 Vacation leaves may be taken in quarter hour increments.
- 16.4 The employee requesting vacation leave shall receive verification of vacation approval or denial when requesting vacation leave within a reasonable time period.
- 16.5 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 XVII. LEAVES

- 17.1 The employee shall submit in writing to his/her immediate supervisor any request for an unpaid leave of absence. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. 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. Authorization for leaves of absence shall be solely within the discretion of the EMPLOYER.
- 17.2 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.
- 17.3 If the unpaid leave is not covered under FMLA, vacation leave, sick leave, and holiday pay will not accrue during any unpaid leave of absence that lasts for more than 12 consecutive work days or longer. Health insurance premiums will be pro-rated on a daily basis during an unpaid leave of absence longer than 12 consecutive days.

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 1,000 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 1,000 hours and one for any accrued hours over 1,000 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 Director of Public Works 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 The EMPLOYER shall pay one-third of the employees 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.

18.10 An employee who does not utilize sick leave for any 12-month period shall, upon the completion of the 12-month period, receive one (1) day of vacation leave.

ARTICLE XIX. EMERGENCY LEAVE

19.1 An employee shall be granted 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 pallbearer shall be allowed one-half (½) day emergency leave with pay. An employee shall be allowed three (3) day's 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 EMPLOYEE'S 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 \$50,000 of term life insurance.
- 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. During the first three months of this extended period, the EMPLOYER shall pay the entire cost of the premium as if the employee were working. During the second three-month period, the employee shall pay the entire premium.
- 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. At age 70, the life insurance protection will cease.
- 20.7 The UNION shall be allowed one representative on an insurance advisory 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 in accordance with employee's last date of hire under the Department of Public Works. 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 shall be mandatory. Probationary, temporary, and seasonal employees will be laid off first. Senior employees will be laid off according to seniority and the ability and qualifications to perform the work available.

21.5 When the working force is increased after a layoff, employees will be recalled according to seniority in the inverse order of layoff, and the ability and qualification to perform the work available. Notice of recall shall be sent to employees 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.

ARTICLE XXII. JOB POSTING AND VACANCIES

22.1 The EMPLOYER and the UNION agree that permanent 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 classification based on the provisions of this Article shall be subject to the conditions of Article X, Probationary Periods.

22.3 The EMPLOYER has the right to final decision in the selection of employees to fill posted jobs-based on qualifications, abilities, and experience. 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 Director of Public Works, 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. Job postings shall include the position's general duties, rate of pay, classification, and initial job assignment; this general area of job assignment on the posting shall not affect the ability of the supervisor to make job assignments. All persons desiring to apply for said vacancy shall apply

within that five (5) day period, or have indicated their interest on the appropriate leave form.

- 22.5 The EMPLOYER shall not be required to report 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. If an employee reverts back to his/her former position after one month of the promotion, then the employer shall post the vacancy.
- 22.6 Employees may elect to sign a posting for a vacancy in accordance with the provisions of this Article, within their own job classification when the vacant position offers opportunity for promotion or improved working conditions.
- 22.7 Pay on temporary assignment:
- A. Employees assigned to work in a higher paid classification shall be paid at the greater of the next highest rate on the pay schedule for said higher classification, or a minimum of 75 cents per hour for the full period of time worked on temporary assignment in that classification. Increments of less than one hour will not be submitted and hours will be rounded to the nearest quarter hour after the first hour.
 - B. The above stated provision shall not apply if the work is being done under supervision for the express purpose of training employees or employees under probation.
- 22.8 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 10.4 to 10.7 will apply to Employees accepting a lateral move or demotion except that they will be permitted to return to their former position within 30 working days. 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.

23.2 Furthermore, the UNION agrees to share equally with employer the responsibility for applying the provisions of this agreement.

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 EMPLOYER shall meet with the employee safety committee at least once every two months. The Employee committee is to be comprised of no more than three (3) employees, and meetings are to be restricted to no more than two hours in length and are to be scheduled at a time during the work day so as to least disrupt the work day.

24.3 The EMPLOYER shall 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, prescription safety glasses, lenses, and frames) may do so and the EMPLOYER will reimburse the employee up to the EMPLOYER-paid amount (employee pays any excess with cash or through a payroll deduction) provided that the equipment meets or exceeds all ANSI/OSHA/EMPLOYER standards and/or specifications. The EMPLOYER-paid amount shall equal the cost of purchasing the minimum-required safety equipment.

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 EMPLOYER-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 EMPLOYER will replace or repair such equipment when required by normal wear and tear or by bona fide accidental damage. The EMPLOYER may not replace lost or stolen equipment, if it determines that the equipment was lost or stolen due to negligence by the EMPLOYEE. Any equipment purchased with EMPLOYER 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. TOOLS

25.1 The EMPLOYER shall furnish all tools necessary for the mechanics to accomplish their assigned tasks and work responsibilities. Replacement tools

shall also be provided. Employees are responsible for the proper care and maintenance of all tools furnished.

ARTICLE XXVI. WAIVER OF BARGAINING

- 26.1 Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with provisions of this Agreement, are hereby superseded, and, therefore, this Agreement constitutes the sole and entire existing agreement between the EMPLOYER and the UNION.
- 26.2 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 that 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.
- 26.3 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. TUITION, TEXTBOOK, AND LICENSES

- 28.1 The EMPLOYER shall pay all tuition and textbook costs for schooling required by the EMPLOYER. The EMPLOYER shall compensate employees at their regular rate of pay for travel to and attendance at any training session mandated by the EMPLOYER.

28.2 The EMPLOYER shall pay employees of the Incinerator the costs for renewal of necessary licenses.

28.3 The EMPLOYER shall provide employees use of city vehicles in preparation and conduct of required state truck driver license tests.

ARTICLE XXIX. UNION/MANAGEMENT MEETINGS

29.1 The UNION and the EMPLOYER shall meet and confer on a quarterly basis for the purposes of prompting harmonious relations between the EMPLOYER and UNION. The EMPLOYER will be represented by the Council Administrator and other administrative personnel he/she so assigns.

ARTICLE XXX. TRAINING/EDUCATION

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

30.2 A \$0.25 per hour incentive will be paid for Landfill Operators (Solid Waste Division or Streets employees only) and Certified Pool Operators or Aquatic Facility Operators (Parks employees only (either certification, not both)) holding current and up-to-date certifications. The EMPLOYER will determine the number of employees for each certification.

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 PELRA, 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 shall have the exclusive right to determine job descriptions. The EMPLOYER agrees to discuss the terms and conditions of employment and classifications of any new permanent position prior to posting and filing and, thereafter, meet and negotiate on any terms and conditions in disagreement. Proposed changes in the job descriptions will be discussed with the UNION and reasonable notice given before such changes take effect. Job descriptions for all positions in the bargaining unit shall be attached to this agreement, but are not a part of it.

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

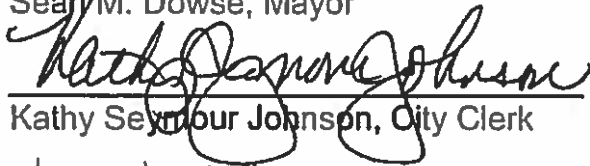
the UNION the effects of these changes.

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

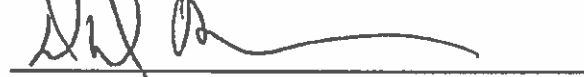
FOR THE UNION:
AFSCME Public Works, Local 737,
Council 65



Shannon Douvier, Associate Director



Eric Anderson, President Local 737



Dan Herum, Vice President

Jesse Luhman, Secretary

Appendix A – 2017 Pay Amounts (2.5 Percent Increase)

Title/Grade	Step A Start	Step B 6 Mo.	Step C 1 year	Step D 2 yrs	Step E 3 yrs	Step F 4 yrs	Step G 5 yrs	
Laborer	3	14.60	15.13	15.67	16.20	16.74	17.27	17.81
Service Technician	6	18.73	19.42	20.11	20.79	21.48	22.17	22.85
Facilities Repair Technician	7	20.23	20.97	21.71	22.46	23.20	23.94	24.68
Maintenance 1	7	20.23	20.97	21.71	22.46	23.20	23.94	24.68
Fleet & Supply Controller	7	20.23	20.97	21.71	22.46	23.20	23.94	24.68
Apprentice Electrician	7	20.23	20.97	21.71	22.46	23.20	23.94	24.68
Facilities Maintenance Tech	9	23.60	24.46	25.33	26.19	27.06	27.92	28.79
FEFC Maintenance Operator	9	23.60	24.46	25.33	26.19	27.06	27.92	28.79
Operator	9	23.60	24.46	25.33	26.19	27.06	27.92	28.79
Maintenance Lead	9	23.60	24.46	25.33	26.19	27.06	27.92	28.79
Mechanic	9	23.60	24.46	25.33	26.19	27.06	27.92	28.79
Electrician	10	25.48	26.42	27.35	28.29	29.22	30.16	31.09
SW/Maintenance Engineer	10	25.48	26.42	27.35	28.29	29.22	30.16	31.09
Op. Foreman	10	25.48	26.42	27.35	28.29	29.22	30.16	31.09
Chief Maintenance Engineer	11	27.52	28.53	29.54	30.55	31.56	32.57	33.58
Chief Plant Operator	11	27.52	28.53	29.54	30.55	31.56	32.57	33.58
City Plumber	11	27.52	28.53	29.54	30.55	31.56	32.57	33.58
Op. Foreman Bldgs/Grounds	12	29.45	30.53	31.61	32.69	33.77	34.85	35.93

Title: Apprentice Maintenance Requirements

Grade: 6

Requirements: 3-year program; New Employees will begin at Step A and remain on the Apprentice Maintenance (Grade 6) scale until they are eligible for Step G moving through the scale as per contract (every 6 months). Employees eligible for Step G will be advanced to the position of Maintenance 1 (Grade 7) Step E, at the current hourly rate listed. The \$0.50 minimum does not apply. Movement from that point will be annually.

Title/Grade	Step A Start	Step B 6 Mo.	Step C 1 year	Step D 1.5 yrs	Step E 2 yrs	Step F 2.5 yrs	Step G 3 yrs	
Apprentice Maintenance	6	18.73	19.42	20.11	20.79	21.48	22.17	22.85

Appendix B -- 2018 Pay Amounts (2.5 Percent Increase)

Title/Grade	Step A Start	Step B 6 Mo.	Step C 1 year	Step D 2 yrs	Step E 3 yrs	Step F 4 yrs	Step G 5 yrs
Laborer 3	14.96	15.51	16.06	16.60	17.15	17.70	18.25
Service Technician 6	19.19	19.90	20.60	21.31	22.01	22.71	23.42
Facilities Repair Technician 7	20.73	21.49	22.25	23.01	23.77	24.53	25.29
Maintenance 1 7	20.73	21.49	22.25	23.01	23.77	24.53	25.29
Fleet & Supply Controller 7	20.73	21.49	22.25	23.01	23.77	24.53	25.29
Apprentice Electrician 7	20.73	21.49	22.25	23.01	23.77	24.53	25.29
Facilities Maintenance Tech 9	24.18	25.07	25.95	26.84	27.72	28.61	29.50
FEFC Maintenance Operator 9	24.18	25.07	25.95	26.84	27.72	28.61	29.50
Operator 9	24.18	25.07	25.95	26.84	27.72	28.61	29.50
Maintenance Lead 9	24.18	25.07	25.95	26.84	27.72	28.61	29.50
Mechanic 9	24.18	25.07	25.95	26.84	27.72	28.61	29.50
Electrician 10	26.11	27.07	28.03	28.99	29.94	30.90	31.86
SW/Maintenance Engineer 10	26.11	27.07	28.03	28.99	29.94	30.90	31.86
Op. Foreman 10	26.11	27.07	28.03	28.99	29.94	30.90	31.86
Chief Maintenance Engineer 11	28.20	29.24	30.27	31.30	32.34	33.37	34.41
Chief Plant Operator 11	28.20	29.24	30.27	31.30	32.34	33.37	34.41
City Plumber 11	28.20	29.24	30.27	31.30	32.34	33.37	34.41
Op. Foreman Bldgs/Grounds 12	30.18	31.28	32.39	33.50	34.60	35.71	36.81

Title/Grade	Step A Start	Step B 6 Mo.	Step C 1 year	Step D 1.5 yrs	Step E 2 yrs	Step F 2.5 yrs	Step G 3 yrs
Apprentice Maintenance 6	19.19	19.90	20.60	21.31	22.01	22.71	23.42

Title: Apprentice Maintenance Requirements

Grade: 6

Requirements: 3-year program; New Employees will begin at Step A and remain on the Apprentice Maintenance (Grade 6) scale until they are eligible for Step G moving through the scale as per contract (every 6 months). Employees eligible for Step G will be advanced to the position of Maintenance 1 (Grade 7) Step E, at the current hourly rate listed. The \$0.50 minimum does not apply. Movement from that point will be annually.

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

The Public Works Unit chooses to provide additional funding into the Health Reimbursement Account (HRA) as follows:

Unused Vacation

1. Employees with less than 10 years of employment with the City, cash out 100% of unused vacation
2. Employees with 10 years or more of employment with the City, 100% of unused vacation paid into the HRA

Unused Sick Leave payable pursuant to Section 18.9 of the Collective Bargaining Agreement

1. Employees will have 100% of unused sick leave paid 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 Public Works 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 Public Works 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 PUBLIC WORKS UNION, Local 737 ([Bargaining Unit Employees])

Date: 1-26-17


by 
Its President

Date: _____

by 
Its Assistant Director AFSCME 65

CITY OF RED WING

Date: 2/9/17

by 
Its Council Administrator

Date: _____

by _____
Its _____

Date: _____

by _____
Its _____