LABOR AGREEMENT

BETWEEN

CITY OF EDEN VALLEY

AND

AFSCME COUNCIL 65, AFL-CIO

2017-2019

Base Unit

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LABOR AGREEMENT
BETWEEN
THE CITY OF EDEN VALLEY AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO
LOCAL # 748

PREAMBLE

This Agreement is entered into by and between the City of Eden Valley, hereinafter referred to as the Employer, and Local 748, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1
PURPOSE OF AGREEMENT

1.1 It is the intent and purpose of this Agreement to:

A. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

B. Place in written form the parties Agreement upon terms and conditions of employment for the duration of this Agreement; and

C. Promote and insure harmonious relations, cooperation and understanding between the Employer and the employees, and

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

ARTICLE 2
RECOGNITION

2.1 The "base unit" covered by this collective bargaining unit consists of all employees of the City of Eden Valley, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, Subd. 14, excluding supervisory and confidential employees. In accordance with the P.E.L.R.A., the Employer recognizes the Union as the Exclusive Representative of essential employees, and the Exclusive Representative will have those rights and duties as prescribed by the P.E.L.R.A. and/ or described in the provisions of this Agreement.

2.2 The Employer shall not enter into any Agreement with employees covered under this Collective Bargaining Agreement, either individually or collectively, which conflicts with the terms of this Agreement.

2.3 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, hours and other terms and conditions of employment.

ARTICLE 3
DEFINITIONS

3.1 Union: the American Federation of State, County and Municipal Employees, Local 748.

3.2 Employer: City of Eden Valley.

3.3 Union Member: a member of the bargaining unit covered by this Agreement.

3.4 Employee: a member of the bargaining unit covered by this Agreement.

3.5 Regular Full-Time Employee: an employee who has successfully completed a six-month probationary period and works 40 hours per week year round.

3.6 Probationary Period: The first six months of employment with the City or the first six months in a new position for a regular City employee.

3.7 Part-Time Employee: an employee who regularly works less than 40 hours per week, but at least 14 hours per week. For part time employees working a minimum of 20 hours per week (1040 per year) sick, vacation, and holidays shall be pro-rated based on hours worked to a 40 hour work week.

3.8 Temporary Employee: An employee who is hired for a period of less than 67 work days in a calendar year.

3.9 Union Officer: duly appointed or elected officer of AFSCME.

3.10 Base Pay Rate. The employee's basic hourly pay rate exclusive of overtime premium or any other special allowances.

3.11 Pay Period: A two week period beginning at 6:00 A.M. Monday through 5:59 A.M. Monday two weeks later.

3.12 Days. Unless otherwise specified, means working days.

3.13 Other Terms. Terms no defined in this Agreement shall have those meanings as defined by the P.E.L.R.A.

ARTICLE 4
UNION SECURITY

4.1 In recognition of the Union as the Exclusive Representative:

4.11 Except as provided herein, the Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deductions, established by the Union from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer, and

4.12 The Employer shall remit such deductions monthly to the Exclusive Representative, to the address designated by the Exclusive Representative, with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail; and

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

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

4.3 The union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken under subsections 4.1 and 4.2 of this article.

4.4 Employees who are members of the Union bargaining committee shall be granted time with pay for attending bargaining sessions held during their working hours. Employees who act as Union stewards shall be granted reasonable time off with pay during their normal working hours for the investigation and processing of grievances.

4.5 Union representatives shall have access to the premises of the Employer at reasonable times and subject to reasonable rules in connection with official Union business.

4.6 Bulletin Board. The Employer shall furnish adequate bulletin board space for use by the Union for the following purposes: Union elections and notices of Union meetings.

4.7 Employer and the Exclusive Representative recognize that both are subject to provisions barring discrimination against any employee because of age, sex, race, color, creed, national origin, disability, religious or political belief, marital status, status with regard to public assistance, or membership, or non-membership in AFSCME.

4.8 Union Leave: Union members shall be allowed time off, without pay, to attend Union events/ activities, such leave shall be approved based on the same conditions vacation approval is made. Union members may draw on accrued leave pay for this purpose.

ARTICLE 5
EMPLOYER AUTHORITY

5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; set hours of work and to establish and modify work schedules and to perform or exercise any inherent managerial function or right not specifically limited by this Agreement.

5.2 The Exclusive Representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions of programs of the Employer, its overall budget, utilization of technology, the organizational structure, and the selection, direction and number of personnel.

ARTICLE 6
DISCIPLINE

6.1 Just Cause
The Employer shall have the right to impose disciplinary action on employees for just cause only. Discipline, as covered by this clause, does not include Employer written or oral instructions regarding how the employee should perform duties, when those instructions do not impose disciplinary action. Discipline as covered by this clause, does not include written or oral instructions regarding needed improvements in performance when those instructions do not impose disciplinary action.

6.2 Disciplinary Action

Disciplinary action by the Employer shall include only the following:

a. Oral reprimand;
b. Written reprimand;
c. Suspension with, or without pay;
d. Demotion to a previously held position, or
e. Discharge.

6.3 Employees who are disciplined shall have the right to appeal such disciplinary actions through the grievance procedure as established by Article 6 (Grievance Procedure).

6.4 Written Reprimands, notices of suspension, demotion and discharges which are to become part of an employee's personnel file shall be read and receipt acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices.

6.5 Employees may examine and inventory their own individual personnel file at reasonable times under direct supervision of the Employer as provided by Law.

6.6 An employee who is the subject of potential discipline will not be questioned concerning the investigation of potential disciplinary action unless the employee has been given an opportunity to have a Union Representative present at such questioning.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1 A "grievance" shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and Employer as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

7.2 Grievances shall be resolved in the following manner:

Time limits: Grievances shall not be valid for consideration unless the grievance is submitted in writing to the employer's designee, setting forth the facts and specific provision(s) of the Agreement allegedly violated and the particular relief sought, within twenty (20) days after the event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one level to another within the time periods hereafter provided shall constitute a waiver of the grievance. An effort shall first be made to adjust an alleged grievance informally between the employee and the employer's designee. By written mutual agreement, the parties may waive any step and/or extend any time limits of the grievance procedure.

Step 1. An employee, group of employees and/or the Union Steward claiming a violation of the terms of this Agreement shall meet on an informal basis with the department head (or designee), as designated by the City, in an attempt to resolve the grievance. The department head or designee shall attempt to resolve the grievance within ten (10) working days.

Step 2. In the event the grievance is not satisfactorily resolved by the department head, or designee, the employee or group of employees and/or the Union Steward shall provide a written appeal of the Step 1 decision and serve it upon the City Council within ten (10) working days following the receipt of the Employer's Step 1 answer.

> Within ten (10) working days, or as soon as practical, following receipt of the written statement of the grievance, the Council 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 requesting mediation by the State Bureau of Mediation Services, giving written notice to the Employer.

Step 4. In the event that the employee, group of employees and/ or the union steward are unable to resolve any grievance, the grievance may be submitted to arbitration as defined herein:

> Subd. 1. Notification. A notification that the grievance has been submitted for arbitration must be in writing, signed by the aggrieved party or designee, and such request must be filed with the City's designated representative within ten (10) days following the decision in Step 3 of the grievance procedure.
>
> Subd. 2. Prior Procedure Required. No grievance shall be considered by the arbitrator that has not been duly processed in accordance with these grievance procedures and appeal provisions.
>
> Subd. 3. Selection of Arbitrator. Upon the proper submission of a grievance under the terms of this procedure, the parties shall, within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Commissioner of the Bureau of Mediation Services to submit a panel of seven arbitrators to the parties, pursuant to P.E.L.R.A., provided such request is made within (20) days after request for arbitration. Within ten (10) days after receipt of the panel, the parties shall

alternately strike names, and the remaining name shall be the arbitrator to hear the grievance. The order of striking will be determined by lot. Failure to agree upon an arbitrator or the failure to request an arbitrator from the Commissioner within the time periods provided herein shall constitute a waiver of the grievance.

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

Subd. 5. The decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator in cases properly before him/ her shall be final and binding upon the parties, subject however, to the limitations of the arbitration decisions as provided by the P.E.L.R.A. The parties shall share equally in the costs and fees of the arbitrator.

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.

ARTICLE 8
PROBATIONARY PERIODS

8.1 All newly hired and rehired employees will serve a six month probationary period.

8.2 During the probationary period the Employer shall have the unqualified right to discipline or discharge such employee without recourse to the grievance procedure. This Article does not supersede mandatory provisions under Chapter 197 (veteran's preference) if applicable to the employee.

8.3 All promoted or transferred employees will serve a thirty (30) day trial period. A promoted or transferred employee may be removed from his/her new position at the sole discretion of the Employer at any time during the trial period and returned to their previous position, the employer's decision to remove shall not be subject to the grievance procedure.

8.4 Promoted and transferred employees may, upon written request, voluntarily return to their previous position within thirty (30) days of the promotion or transfer date.

A. Promotion: Movement of an employee from one job class to another within the City, where the maximum salary for the new position is higher than that of the former position.

B. Transfer: Movement of an employee from one job class to another or one position to another, of equivalent pay.

8.5 Retention of Benefits: Any employee promoted out of this bargaining unit shall retain all employment benefits and seniority that were earned under this Agreement. They shall be promoted under the Terms of this Agreement and if the Employer determines the employee does not fulfill the duties and requirements of the position the employee shall be returned to their previous position at the pay and benefits which would have been applicable had the employee remained in that position within this Agreement, except under the following circumstance: the employee is discharged for cause which would justify discharge from the previous position.

ARTICLE 9
HOURS OF WORK

9.1 Work Week. The normal work week shall consist of 40 hours to be accounted for by each regular employee through hours worked, vacation leave, sick leave, Holidays, compensatory time off, and any other paid leave time.

9.2 Work Schedule: The normal work schedule shall consist of either five consecutive, eight (8) hour shifts Monday through Friday, four consecutive 9 hour shifts and one four hour shift Monday through Friday, or four consecutive, ten (10) hour shifts Monday through Thursday. These hours shall be set between the hours of 7 AM and 6 PM.

9.3 Changes to hours may be made through mutual Agreement with the affected employee.

9.4 Breaks and Lunch: All employees shall receive two paid 15-minute rest periods and one unpaid 30-minute or one hour lunch period in each shift, at times designated by the immediate supervisor.

9.5 Work Schedules may not be adjusted to avoid payment of overtime, unless through Agreement with the affected employee.

ARTICLE 10
OVERTIME AND PREMIUM PAY

10.1 All employees shall be compensated at the rate of one and one-half (1 1/2) times their base rate of pay for all hours worked in excess of forty (40) hours per week.

10.2 When determining hours worked for overtime purposes all hours worked and holidays shall be considered hours worked.

10.3 Overtime compensation due under this Article may be taken by the employee's choice in the form of pay or equivalent compensatory time off.

10.4 Compensatory Time:

A. Employees may bank a maximum of 40 compensatory hours. Upon reaching the limit, an employee must receive cash for additional hours of overtime worked.

B. Compensatory time may be used at times mutually agreed upon by the employee and her/his immediate supervisor.

C. An employee may cash in up to 40 hours of earned compensatory time on the first pay period of June. The first pay period of December of each year employees shall be paid out for all accrued compensatory time and shall not bank any further compensatory time until January 1st of the next calendar year.

D. An employee leaving the municipal service in good standing after giving prior notice of such termination of employment shall be compensated for compensatory time accrued and unused to date of separation. At the employees choice this may be paid in cash or into the employee's VEBA account.

10.5 Shift differential: Public Works and Police Department Employees required to work between the hours of midnight and 6 am shall receive a shift differential of one dollar ($1.00).

10.6 Call Back/ Call Out: Return of an employee to a specified work site to perform assigned duties at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call-back. An employee called back to work outside of the regular working hours shall be paid a minimum of one hour at time and one- half (1 ½) their base rate of pay. If the employee is required to stay longer than one (1) hour, the time will be rounded to the next full hour for each hour exceeded at a rate of one and one-half (1 ½) times their base rate of pay.

If an officer is required to attend Court outside of the normal duty day it shall be considered a call back and paid as stated above.

10.7 On-Call:
Weekend On-Call Duty: Maintenance personnel assigned on-call duty shall be compensated fifty (50) dollars for Saturday and Sunday and an additional amount of fifteen dollars per scheduled check currently twice on Saturday and twice on Sunday, for a total of one-hundred sixty ($160) dollars per weekend on call. The scheduled return checks shall not be considered a call back/ call out. If required to stay longer than

normally required to do routine work, the fifteen (15) dollars will be replaced with normal hourly pay.

Holiday On-Call Duty: Maintenance personnel assigned on-call duty shall be compensated fifty (50) dollars for each Holiday on-call and also fifteen (15) dollars per scheduled check (twice on the Holiday) for a total of eighty (80) dollars per Holiday on call. The Scheduled return checks shall not be considered a call back/ call out. If required to stay longer than normally required to do routine work, the fifteen (15) dollars will be replaced with normal hourly pay.

ARTICLE 11
RATES OF PAY

11.1 All employees shall be paid in accordance with Schedule A attached hereto and made part of this Agreement. On January 1, 2017, the grid on Appendix A shall be increased by three and one-quarter (3.25%) percent. On January 1, 2018, the grid on Appendix A shall be increased by two and three-quarter (2.75%) percent of the 2017 rates. On January 1, 2019, the grid on Appendix A shall be increased by two and one-quarter (2.25%) on the 2018 rates.

11.2 Employees shall advance to the next step on the wage scale on their anniversary date of each year, part time employees shall advance to the next step upon completion of 2080 hours. If an employee is in the process of a disciplinary action at the time their step increase is due the employees step shall be held until the disciplinary issue is resolved. Once resolved the employee shall receive their step and back pay to their anniversary date.

11.3 Performance evaluations will be used by the department head to provide information on the supervisor's evaluation of the employee's performance. The employee will be rated exemplary, satisfactory or if improvement is needed and the supervisor may provide narrative expectations for future improvement.

11.4 A promoted employee shall go to the step on the new pay range that gives the employee an increase.

11.5 An employee taking a lesser paying job shall go to the step on the pay range that is as closest to the employees current rate of pay, but shall not exceed the maximum step on the new range.

11.6 New employees shall start on Step 1 of the salary schedule.

ARTICLE 12
HEALTH INSURANCE/ LIFE INSURANCE

12.1 New Employees shall be enrolled in the Health care plan on the first day of the month following initial employment. Health insurance is only available to full time employees.

12.2 Starting January 1, 2017, the Employer shall pay 100% of the premium for single insurance and $1400.00 monthly for the family insurance premium. Starting January 1, 2018, the Employer shall pay 100% of the premium for single insurance and up to $1500.00 monthly for the family insurance premium. Starting January 1, 2019, the Employer shall pay 100% of the premium for single insurance and up to $1700.00 monthly for the family insurance premium.

12.3 Employee contributions for hospital and medical insurance premiums shall be made by payroll deduction on a pre-tax basis. The Employer shall contribute 100% of the annual deductible amount, for the employee only, to a VEBA account in the employee's name in January of each calendar year. Any increases in annual deductibles for employee only will be paid by the Employer. The Employer shall cover all administrative fees for the VEBA account.

12.4 Life Insurance: The Employer shall pay the entire premiums for the life insurance and accidental death and dismemberment coverage for full time employees in the amount of fifty thousand dollars ($50,000), employee's spouse ($5,000) and each minor dependent ($5,000).

12.5 Flexible Spending Accounts/Cafeteria Plan: All full-time employees may elect to voluntarily deduct up to $3000 annually from their wages for eligible expenses of a flex/cafeteria plan.

12.6 The Employer shall provide, at no cost to the employee, a Long Term Disability and Short Term Disability insurance plan for each full time employee.

ARTICLE 13
VACATION

13.1 Employees shall earn vacation on the following schedule:

Yrs. of Service	**Hours Per Pay Period**	**Weeks Per Year**
1st day- 4th year	3.08 hours	2
5th- 9th year	4.62	3
10th -19th year	6.15	4
20+ years	7.69	5

13.2 Employees may carryover vacation leave up to a maximum of one times their annual accrual rate each January 1st.

13.3 Vacation hours may be taken in increments of not less than one hour.

13.4 If a City paid holiday falls during a scheduled vacation period, an employee will not be charged a vacation day for that holiday.

13.5 Vacation leave may be used as earned subject to approval by the department head.

13.6 An employee leaving the municipal service in good standing after giving prior notice of such termination of employment shall be compensated for vacation leave time accrued and unused to date of separation. At the employees choice this time may be paid as cash or into the employee's VEBA account.

ARTICLE 14
HOLIDAYS

14.1 The following shall be recognized as paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
& Friday after Thanksgiving Day
1/2 Christmas Eve (afternoon)
Christmas Day

14.15 Seasonal Parks Department Worker shall receive four (4) hours of Holiday pay for the following holidays: Memorial Day, Independence Day, Labor Day and Columbus Day.

14.2 Holiday Pay. Payment of all Holidays shall be at the employee's base rate of pay.

14.3 Employees who are required to work on a Holiday will receive one and one half (1 ½) times their base rate of pay for all hours worked in addition to Holiday pay.

14.4 A holiday falling on Saturday shall be observed on the preceding Friday. A holiday falling on Sunday will be observed on the following Monday.

When Christmas Eve falls on a Saturday or Sunday the previous Friday (1/2 day) shall be observed as the Holiday. When Christmas falls on Saturday or Sunday the following Monday shall be observed as the Holiday.

For the Chief and Patrol units Holidays shall be observed on the actual day they occur.

14.5 If a Holiday is observed during an employee's regularly scheduled day off he/she shall be paid for an alternate day off (or ½ day) for the Holiday, to be scheduled between the employee and Supervisor.

14.6 If a Holiday falls during an employee's scheduled paid leave, such as vacation, the employee shall receive Holiday pay for the observed Holiday and the day shall not be charged to the employees' vacation accrual.

ARTICLE 15
SICK LEAVE

15.1 Sick leave is accrued at the rate of 10 days per year. Sick leave shall be granted for absences due to illness, disability, emergencies, exposure to contagious disease (where such exposure would endanger the health of others the employee comes into contact with), or the necessity of medical, dental, or chiropractic care of the employee or the employee's spouse, parent, or children.

15.2 Two of the ten days of sick leave provided may be used for personal reasons.

15.3 To be eligible for sick leave with pay, employees shall: 1) report the reason for their absence as soon as practical to their supervisor and; 2) keep the supervisor informed as to the status of their condition.

15.4 Use of sick leave is subject to the approval of the employee's supervisor. A doctor's statement may be required for any absence of three or more consecutive days, or for frequent absences or absences that follow a pattern (such as the same day of the week, or after a holiday weekend, etc.).

15.5 Sick leave may be accumulated up to 288 hours (36 days).

15.6 On January 1st of each year, if an employee has accumulated the maximum amount of sick leave they may put five 5 days of sick leave pay (at the employees' choice) into the employees deferred compensation account or the Employee's VEBA account. This may be done once each calendar year in January when sick leave is credited for the year.

For Example: On December 31st an employee has 280 hours of sick time. January 1st they are credited their 10 days of sick leave for the new calendar year. At this time the employee has 360, the employee can put 5 days into their VEBA or Deferred Comp they then have 320 hours so the employee would lose 32 hours.

15.7 Employees leaving municipal service, and have fifteen (15) years of service, shall be compensated for fifty (50%) percent of their accrued unused sick leave. This shall be paid in cash or into the employee's VEBA account. Employees with less than fifteen (15) year of service shall not be eligible for payout of accrued and unused sick leave.

ARTICLE 16
PERSONNEL POLICY MANUAL-
OBLIGATION TO BARGAIN

16.1 Adoption by Reference: In an effort to settle contract negotiations in 2011 and to continue the spirit of cooperation established between the parties, The Union and Employer agree to adopt, by reference, all applicable provisions of the Employer's Personnel Policy and Manual in effect on January 1, 2010 that do not conflict with the specific terms and conditions of this agreement.

16.2 Notification of Changes: The Employer agrees to notify all employees of any proposed changes to the Personnel Policy at least 30 days prior to adoption by the City Council.

16.3 Obligation to Bargain: If the Union considers the proposed changes a departure from the wages, benefits and working conditions of employment currently enjoyed by employees, the Union shall then notify the Employer. The Union and Employer shall meet and negotiate those changes prior to implementation by the Employer.

16.4 Resolution of Disputes: Any dispute arising over the application or interpretation of the Personnel Policy and Manual shall be promulgated through the Grievance Procedure established by this Agreement.

ARTICLE 17
SENIORITY

17.1 Seniority shall be defined as an employee's length of continuous service with the City of Eden Valley.

17.2 New employees hired shall be considered as probationary employees for the first six months of their employment. When an employee finishes the probationary period, she/he shall be entered on the seniority list and shall rank in seniority from the first date of hire.

17.3 The Employer will provide the union with an up-to-date copy of the seniority list upon request.

17.4 An employee shall lose her/his seniority for the following reasons only:

A. She/he resigns.

B. She/he is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

C. She/he is absent for three consecutive working days or four calendar days without notifying the Employer.

D. If she/he does not return to work when recalled from layoff as set forth in the recall procedure; in proper cases, exceptions may be made.

ARTICLE 18
VACANCIES

18.1 New positions and vacancies shall be posted and employees shall have seven calendar days in which to apply.

18.2 The City acknowledges the benefits of internal promotion. The City will consider the applications of existing employees for new positions and vacancies, when the employee meets the minimum qualifications. Current employees shall be guaranteed an interview; however the City maintains the right to select the candidate of their choosing in filling new positions and vacancies. The City's decision shall not be subject to the grievance procedure.

ARTICLE 19
LAYOFF AND RECALL

19.1 The word layoff shall mean a separation from service with the Employer necessitated by lack of work, lack of funds, reduction in hours, or other reasons without reference to incompetence, misconduct, or other behavioral considerations.

19.2 In the event of a layoff of employees all temporary, seasonal, probationary, and part time employees within the City will be laid off first. The layoff of non-full time employees shall begin with the employee with the least seniority and so on in reverse order of seniority.

If further reductions are necessary employees shall be laid off beginning with the employee with the least seniority and so on in reverse order of seniority in the department where reductions are necessary (Police, Maintenance, and City Hall) of employees covered in this bargaining Agreement.

19.3 In the event the employer decides to reduce the number of persons or to reduce the number of hours in the work week within a department such as the City Hall, Maintenance, Police the employer shall notify the Union 20 days in advance of the reductions or cut backs. During the 20 day period the employer and the Union shall meet and confer to discuss alternatives to layoff or reductions.

19.4 When the work force is increased for any reason, or a vacancy is created and the Employer determines it will fill the vacancy, employees will be recalled. The order of recall will begin with the employee with the most seniority and so on in the reverse order of layoff. Notice of recall shall be sent to the employees at their last known address by

registered mail, return receipt requested. If the employee fails to report for work within 10 days from the date of mailing of notice of recall, she/he shall be considered as having resigned. Seniority recalls shall be made within 24 months from separation from full-time employment after which the Employer may recall an employee or post a new position.

ARTICLE 20
ALLOWANCES

20.1 All Employees of the Maintenance Department shall be provided uniforms including the weekly laundry of such. Uniforms will include eleven shirts, eleven pairs of pants and one team jacket. These items shall be replaced upon approval by the supervisor.

20.2 All Employees of the Maintenance Department shall be provided an annual safety shoes allowance of $100.00 per calendar year.

20.3 All City Hall employees covered through this Agreement shall receive a clothing allowance of $175.00 per calendar year to purchase City of Eden Valley apparel.

20.4 The Employer shall provide any safety equipment required by OSHA.

20.5 Pre-employment Medical Examinations: The Employer shall pay for all required pre-employment physicals.

20.6 Reimbursement for Continuing Education Costs: The Employer shall pay necessary and reasonable expenses incurred by employees to attend training sessions or conferences. Eligible expenses include: mileage reimbursement, cost of training (registration), and cost of lodging, work time, travel time, and meals. Training sessions and conferences, and the budget allowance for any item under this section shall be approved in advance as provided by applicable City policy.

20.7 Licenses, Certificates, and Dues: All Licenses, Certificates and Dues required for a position or required by the Employer shall be paid by the Employer as is current practice.

ARTICLE 21
DEFERRED COMPENSATION PLAN

21.1 The Employer will participate in a deferred compensation program. All employees are eligible to participate on a voluntary basis.

ARTICLE 22
PAYMENT UPON SEPARATION OF EMPLOYMENT

22.1 Upon retirement, disability, or death, an employee, his/her beneficiary, or their estate will be entitled to 100% of their allowable accumulated and unused vacation leave and comp time. Payment shall be determined upon the basis of the employee's rate of pay in the last period prior to severance.

ARTICLE 23
SAVINGS CLAUSE

23.1 This Agreement is subject to the laws of the United States, the State of Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

ARTICLE 24
SUCCESSORS AND ASSIGNS

24.1 This Agreement shall be binding upon the successors and assignees of the parties hereto, under this contract, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto.

ARTICLE 25
DURATION

25.1 The terms and provisions of the Agreement, except where specifically noted otherwise herein, shall become effective from unit certification, and shall extend through December 31, 2019 and shall be automatically renewed from year to year thereafter, unless either party gives written notice sixty (60) days prior to any anniversary date of its desire to amend or terminate the Agreement pursuant to the Public Employment Labor Relations Act of 1971, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 25 day of January, 2017.

For the City:

Mayor

Janie M. Sheets
City Council

For the Union:

Rick Nels
Staff Representative, AFSCME Council 65

Mona Haag
AFSCME Chapter Chair

2017

Step	1	2	3	4	5	6	7
Grade							
1	$16.22	$16.87	$17.54	$18.24	$18.98	$19.74	$20.53
2	$17.42	$18.11	$18.83	$20.99	$20.37	$21.19	$22.03
3	$18.11	$18.83	$19.59	$20.37	$21.19	$22.03	$22.91
4	$18.85	$19.61	$20.39	$21.21	$22.05	$22.93	$23.85
5	$19.55	$20.33	$21.15	$21.99	$22.87	$23.79	$24.74
6	$20.02	$20.83	$21.66	$22.53	$23.43	$24.37	$25.46
7	$20.59	$21.41	$22.27	$23.16	$24.09	$25.05	$26.05
8	$21.15	$21.99	$22.87	$23.79	$24.74	$25.73	$26.76
9	$21.65	$22.52	$23.42	$24.36	$25.33	$26.34	$27.39
10	$22.12	$23.00	$23.92	$24.88	$25.87	$26.91	$27.98
11	$22.57	$23.47	$24.41	$25.39	$26.40	$27.45	$28.55
12	$23.05	$23.96	$24.92	$25.93	$26.96	$28.03	$29.16

2018

Step	1	2	3	4	5	6	7
Grade							
1	$16.67	$17.34	$18.02	$18.75	$19.50	$20.28	$21.09
2	$17.90	$18.61	$19.35	$21.56	$20.93	$21.77	$22.64
3	$18.61	$19.35	$20.13	$20.93	$21.77	$22.64	$23.54
4	$19.37	$20.15	$20.95	$21.79	$22.66	$23.56	$24.51
5	$20.08	$20.89	$21.73	$22.60	$23.50	$24.44	$25.42
6	$20.57	$21.40	$22.26	$23.15	$24.07	$25.04	$26.16
7	$21.15	$22.00	$22.88	$23.80	$24.75	$25.74	$26.77
8	$21.73	$22.60	$23.50	$24.44	$25.42	$26.44	$27.50
9	$22.25	$23.14	$24.06	$25.03	$26.02	$27.06	$28.15
10	$22.72	$23.64	$24.58	$24.88	$26.59	$27.65	$28.75
11	$23.19	$24.11	$25.08	$26.09	$27.13	$28.21	$29.33
12	$23.68	$24.62	$25.61	$26.64	$27.70	$28.80	$29.96

2019

Grade	Step	1	2	3	4	5	6	7
1		$17.04	$17.73	$18.43	$19.17	$19.94	$20.74	$21.57
2		$18.30	$19.03	$19.79	$22.05	$21.40	$22.26	$23.15
3		$19.03	$19.79	$20.58	$21.40	$22.26	$23.15	$24.07
4		$19.81	$20.60	$21.42	$22.28	$23.17	$24.09	$25.06
5		$20.53	$21.36	$22.22	$23.11	$24.03	$24.99	$25.99
6		$21.03	$21.88	$22.76	$23.67	$24.61	$25.60	$26.75
7		$21.63	$22.50	$23.40	$24.33	$25.31	$26.32	$27.37
8		$22.22	$23.11	$24.03	$24.99	$25.99	$27.03	$28.12
9		$22.75	$23.66	$24.60	$25.59	$26.61	$27.67	$28.78
10		$23.24	$24.17	$25.13	$24.88	$27.18	$28.27	$29.40
11		$23.71	$24.66	$25.64	$26.67	$27.74	$28.84	$29.99
12		$24.21	$25.18	$26.19	$27.24	$28.32	$29.45	$30.63

Police Chief	10
City Clerk/ Treasurer	10
Maintenance Supervisor	10
Patrol	8
Maintenance Worker	7
Deputy Clerk	2

Seasonal pay schedule

$10.50	$11.00	$11.50	$12.00	$12.50	$13.00	$13.50

Dave Braegelman Effective January 1st of each calendar year.

2017	$13.95
2018	$14.33
2019	$14.65