

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF PAYNESVILLE

AND

AFSCME COUNCIL 65, Local 748, Chapter K

POLICE OFFICERS BARGAINING UNIT

TERM

JANUARY 1, 2016 THROUGH DECEMBER 31, 2018

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PREAMBLE

This Agreement is entered into by and between the City of Paynesville, hereinafter referred to as the City, and the American Federation of State, County and Municipal Employees, Council No. 65, AFL-CIO hereinafter referred to as the Union.

This preamble is intended as a policy statement and is not grievable under the Grievance Article of this Agreement.

ARTICLE 1 Recognition

1.1 Exclusive Representative

The City recognizes the Union as the exclusive representative for collective bargaining purposes of all the employees in a unit certified by the State of Minnesota, Bureau of Mediation Services in Case No. 06PCE0949 as:

All essential licensed law enforcement employees of the City of Paynesville, Minnesota who are public employees within the meaning of Minn. Stat. 179.03, subd. 14, excluding supervisory and confidential employees.

1.2 Collective Bargaining

The city shall not enter into agreement with the employees coming under this jurisdiction, either individually or collectively, which, in any way, conflicts with the terms and conditions of this Agreement.

1.3 Unit Clarification

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

ARTICLE 2 Definitions

2.1 Union: American Federation of State, County and Municipal Council No. 65, AFL-CIO (AFSCME Council 65)

2.2 City: City of Paynesville, MN.

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

2.4 Regular Full-Time Employee: an employee who has successfully completed the probationary period and works 40 hours per week.

2.5 Probationary Employee: an employee who has not completed the probationary period as outlined in Article 16.

2.6 Part-time Employee: an employee who regularly works less than 40 hours per week and meets the definition of public employee in Minn. Stat. Sec. 179A.03. This definition does not include part time peace officers as that term is used in Minn. Rules Section 6700.1101.

2.7 Probation: used for observing the employees work, for training the employee in the work expectations, and for rejecting any employee whose performance does not meet the required standards.

2.8 Union Officer/Negotiation Team Representative: duly appointed or elected Officer/Steward or Negotiations team member by AFSCME Council 65.

2.9 Grievance: a dispute or disagreement regarding the interpretation or application of the specific terms and conditions of this Agreement.

2.10 Seniority: shall be defined as an employee's length of continuous service within the City since her/his last date of hire.

ARTICLE 3 Union Security

3.1 Dues Checkoff

The city shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union expenses. Such monies shall be remitted as directed by the Union.

3.2 Fair Share Fees

Any "fair share" fees deducted shall be withheld in accordance with MN Stat. §179A.06 Subdivision 3.

3.3 Union Bulletin Board

The city shall make space available on the employee bulletin board for posting Union notices and announcements. There shall not be any inflammatory or political information posted on such boards.

3.4 Access to Premises

Union representatives shall have access to the premises of the city at reasonable times and subject to reasonable rules in connection with official Union business, upon prior notice to the City Administrator.

3.5 Union Officers

The Union may designate employees from the bargaining unit to act as steward/s, delegates to its assembly, negotiation team representatives and/or alternates and shall inform the city in writing of such. There shall be no more than one (1) steward.

3.6 Waiver

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of action taken by the City under the provisions of Article 3.1 and 3.2.

ARTICLE 4
City Authority

4.1 Right to Manage

The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws and regulations of the appropriate authorities. The prerogatives or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City.

4.2 Management Authority

Except as limited by the specific provisions of this Agreement, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City in all of its various aspects, as set forth in the Minnesota Public Employee Labor Relations Act (P.E.L.R.A.) of 1971, as amended. Nothing in this agreement shall limit the City's management right to discontinue functions, utilize technology, restructure, consolidate, subcontract and take other actions that may result in the elimination of a bargaining unit position or positions.

4.3 Elimination of Position

In the event the City determines to take an action that will result in the expected permanent loss of a bargaining unit position, the parties shall meet and negotiate in good faith upon the request of the Union over the effects of the management decision.

4.4 Notice

The City may establish and enforce work rules that are not in conflict with the provisions of this Agreement. The City will provide ten (10) work days notice to the Union prior to implementation of any work rule and, upon Union request, will meet & confer prior to implementation.

ARTICLE 5
Discipline

5.1 Just Cause

The City shall have the right to impose disciplinary action on employees for just cause only.

5.2 Disciplinary Action

Disciplinary action by the City shall include only the following:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension;
- d. Demotion, or
- e. Discharge.

5.3 Right to Appeal Disciplinary Action

Employees who are disciplined shall have the right to appeal such disciplinary actions through the grievance procedure as established by Article 6 (Grievance Procedure). Probationary employees will not be permitted to utilize Article 6 (Grievance Procedure) to contest an oral or written reprimand.

5.4 Written Notice

Notices of suspension, demotion and discharges will be in written form and will state the reason(s) for the action taken.

5.5 Union Notification

The City will notify the union of any and all disciplinary actions taken in writing, unless requested in writing by the affected employee to not notify.

5.6 Oral Reprimands

Oral reprimands are not subject to arbitration.

**ARTICLE 6
Grievance Procedure**

6.1 Definition

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 Union Representatives

The city shall recognize representatives from outside the City designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this article. The Union shall notify the city in writing of the names of such Union representatives and of their successors.

6.3 Processing of a Grievance

It is recognized and accepted by the Union and the city that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. One aggrieved employee and one employee Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the city during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor.

6.4 Procedure

Grievances, as defined by section 6.1, shall be resolved in the following manner:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days after the occurrence of the event(s) constituting such alleged violation, file such grievance to the City Administrator. The

City Administrator will discuss and give an answer to such Step 1 grievance within ten (10) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the City Administrator's answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Policy and Procedures Committee. The Policy and Procedures Committee shall give the Union the City's Step 2 answer in writing within ten (10) working days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) working days following the Policy and Procedure Committee's Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) working days shall be considered waived.

Step 3. If the grievance is not resolved in Step 2, upon mutual agreement by the parties, the Union may file within ten (10) working days, a request for mediation with the State Bureau of Mediation Services.

Step 4. A grievance unresolved in previous steps and appealed to Step 4 by the Union may be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act within ten (10) working days. The selection of an arbitrator shall be made in accordance with the Rules and Regulations as established by the Bureau of Mediation Services. The Union will contact the City Administrator or designee within seven (7) calendar days in an effort to select an arbitrator to hear the grievance. Any failure to contact the City Administrator or designee within seven (7) calendar days will constitute a waiver of the grievance.

6.5 Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue/s submitted in writing by the city and the union and shall have no authority to make a decision on any other issues not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 20 calendar days following close of the hearing submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on the city and the employee, and the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the city and the union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may

cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.

6.6 Waiver

A. 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 city's last answer.

B. If the city does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the city and the Union.

ARTICLE 7 Hours of Work

7.1 Intent of Article

This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay.

7.2 Work Schedule

The standard work pay period shall be comprised of fourteen (14) consecutive days consisting of up to a maximum of 84 hour scheduled pay period.

7.3 Scheduling

Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the city. Employees shall receive two 15-minute paid rest periods and one 30-minute paid meal period in each eight hour shift.

7.4 Assigned Overtime/Holidays

Employees may be required to work overtime or holidays when assigned unless excused by the city.

ARTICLE 8 Overtime and Premium Pay

8.1 Overtime Calculation

Employees will receive overtime compensation -- time and one half the employees' base rate of pay -- for all hours worked in excess of 84 scheduled hours pay period.

8.2 Overtime Compensation

Overtime compensation due under this article may be taken in the form of equivalent compensatory time off at times mutually agreed upon by the employee and her/his immediate supervisor.

Stipulations for comp time are as follows:

1. 80 hours maximum banked. Upon reaching the limit, an employee must either receive cash for additional hours of overtime worked, or use some comp time before accruing further comp time.
2. Employee comp time must be approved by the applicable Department Head or the City Administrator before taken.
3. Each time upon turning in time cards, the employee must let the Payroll Specialist know if overtime will be reimbursed by cash or comp time. Once determined, it cannot be changed at a later date.
4. An employee may cash in up to 40 hours of earned comp time on the last pay period of the year. No more than 120 hours can be cashed in at the end of the year including both comp time and comp time on-call. An employee cannot carry over more than 40 hours of comp-time on-call hours at the end of the year so they must cash in any excess hours.

8.3 Shift Differential

An employee working between the hours of 8:00 p.m. and 6:00 a.m. will receive an additional one dollar (\$1.00) per hour for each hour actually worked during that time.

8.4 No Pyramiding

The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor there any pyramiding of premium compensation.

8.5 On Call

Police Personnel shall accrue 1 hour of comp time for every 10 hours of on-call time. If any employee is called out, on-call time is not paid while the employee is being paid for call-out time. Employees are not required to be on the premises while on-call but must respond within 15 minutes of being called. All on-call hours will be labeled on-call comp hours and will be separate from regular comp time hours earned, with a 120 hour maximum on-call comp bank.

8.6 Call-back/Call-out

Employees called out to work additional hours outside of their regularly scheduled work shifts, to include court time, shall be compensated a minimum of two hours at time and one half.

**ARTICLE 9
Holidays**

9.1 Paid Holidays

Employees shall receive eight (8) hours pay at their regular hourly rate for each of the following holidays when not scheduled to work:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve *	December 24
Christmas Day	December 25
One (1) Personal Leave Day/Floating Holiday	

* Christmas Eve will be considered a four hour paid holiday.

9.2 Personal Holiday

Employees shall provide the Police Chief with two days advance notice of a desire to use the personal leave day provided in subsection 9.1. The personal holiday must be taken no later than the last pay period in the applicable calendar year.

9.3 Holiday Worked

Any employee who works on a holiday shall be paid at the rate of time and one half the regular hourly rate for each hour worked, plus holiday pay.

**ARTICLE 10
Paid Time Off**

10.1 Accumulation

Time off with pay is accumulated and accrued on a monthly basis and may be used subsequent to the month in which it was earned.

10.2 Monthly Accrual

Full-time regular employees shall accrue PTO according to the following schedule:

<u>Years of Service</u>	<u>Days per Year*</u>	<u>Hours per Year</u>
1-2	16	128
3-4	19	152
5-7	22	176
8-9	25	200
10-15	28	224
16- over	31	248

* Based on an 8 hour day.

10.3 PTO Requests

The City will consider PTO requests based on the needs of the City. Employees requesting PTO must provide at least 24 hours advance notice for the City to consider the request. The City may waive this requirement at its discretion.

10.4 Probationary Employees

Probationary employees will accrue PTO time during the probationary period but may not use PTO except as may be authorized in the discretion of the City. PTO earned during the probationary period may not cash out in the event the employee does not successfully complete the probationary period.

10.5 Years of Service

Years of service shall mean consecutive employment as a full-time employee.

10.6 Holiday During PTO

When a paid holiday falls during an employee's PTO period, she/he shall not be charged a day of paid PTO.

10.7 Accrual Limit

Employee PTO accrual is limited to 325 hours.

10.8 PTO Use

PTO may be used in increments of not less than 15 minutes (1/4 hour).

10.9 Compensation Upon Resignation

Employees separating from employment with the City of Paynesville in good standing shall be compensated for one hundred seventy-five (175) hours of PTO time accrued and unused as of the date of separation at current hourly wage. Good standing means that an employee is resigning with two weeks advance notice.

10.10 Workers Compensation

Employees receiving compensation for a City work related injury will be permitted to use accrued and unused PTO hours to make up the difference between the worker's compensation payments and the employee's normal earnings.

10.11 Doctor's Certificate

The City may require a doctor's certificate for any absence of three (3) or more consecutive days, for absences that follow a pattern, are in excess of five (5) days per year, precede or follow a holiday or otherwise where the City suspects potential abuse.

ARTICLE 11
Medical/Life Insurance/Deferred Comp/FLEX Spending

11.1 Group Health

The city will provide health insurance coverage to all full time employees and their dependents (to include spouse and children). The City will pay all health insurance costs for the employee and dependents on the City group health insurance plan up to six hundred ninety five dollars (\$695) per month. Failure to accept the City's health insurance plan within thirty (30) days of hire is a waiver of this benefit, until the next annual open enrollment period.

11.2 Life Insurance

The city will pay the entire premiums for the life insurance and accidental death and dismemberment coverage for regular full time employees in the amount of twenty-five thousand dollars (\$25,000), employee's spouse (\$5,000) and each minor dependent (\$2,000).

11.3 Short and Long Term Disability

All full time eligible employees shall be offered participation in the City's short-term and long-term disability programs. An eligible employee is defined as a full-time regular employee who meets the definition of covered individual in the personnel policies.

For the term of this Agreement, the City will make available, if any, and contribute toward short term and long term disability on the same basis and subject to the same conditions and restrictions as outlined in the City personnel policies.

11.4 Wellness Program

All full time eligible employees will be allowed to convert accrued PTO at the employee's current hourly wage rate up to \$300.00 to use for the following:

- a. exercise programs or activities (such as aerobics, golf, softball);
- b. health or wellness classes (such as weight loss, smoking cessation, stress reduction);
- c. membership fees in health, exercise or sportsman's clubs;
- d. entry fee for team sports (such as softball or shooting league)

Participation is strictly voluntary. All employees must maintain a minimum balance of 100 hours of accrued PTO at all times to qualify for reimbursement. Employees must maintain this minimum after reimbursement to remain eligible. Clothing, equipment, lockers and guest fees are ineligible for reimbursement.

Only those activities and classes located in the Community of Paynesville will be eligible for reimbursement for employees, with the exception of the Tri-County Range. Reimbursement requests must be submitted in writing prior to commencement of the

activity or class. The City Administrator must approve reimbursement. Proof of successful completion or attendance may be required.

11.5 Medical Reimbursement Plan

All full time eligible employees will be permitted to participate in the City's medical care expense reimbursement plan on the same basis and subject to the same conditions and restrictions as outlined in the City personnel policies and as the plan is amended to remain consistent with legal requirements.

11.6 Deferred Compensation

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

ARTICLE 12 Leave of Absence

12.1 Leave of Absence

Employees may request leaves of absence for medical or personal reasons not covered by statute. All medical leave of absence requests must be accompanied by a physician's statement that designates the expected duration of the disability or illness. The leave of absence will be granted or denied at the City's sole discretion.

12.2 Leave of Absence Other Than Medical

An employee taking a leave of absence for other than medical reasons must use accrued PTO hours down to forty (40) before beginning an unpaid leave of absence.

12.3 Jury Duty

- A. An employee called to jury duty must report the situation to their immediate supervisor. An Employee serving on jury duty will receive the difference between their regular pay and the amount received as a juror.
- B. An employee who is subpoenaed as a witness in a case in which the City is not a party must immediately contact the City Administrator to arrange for time off.
- C. An employee released from witness or jury duty during scheduled working hours, must immediately contact the City Administrator for a determination on whether the employee should report to work.

ARTICLE 13 Bereavement Leave

13.1 Bereavement Leave

Employees may take up to three (3) working days with pay upon the death of an immediate family member. Immediate family will consist of: spouse, grandparent (including step grandparent), parent (including step parent and in-law), child (including step children, wards and in-laws), sibling (including step and in-law), grandchild (including step grandchild) of the employee or the employee's spouse. The City may, upon request, exercise discretion to permit employees to utilize PTO for additional days of funeral leave.

13.2 City Employee's Funeral

Employees of the City may attend the funeral of a City employee without loss of pay up to 8 hours.

ARTICLE 14 Workforce

14.1 Vacancies, New Positions, Promotions

New positions, vacancies, and increased hours shall be posted on the employee bulletin board in each department for a period of seven (7) calendar days. It shall be the policy of the City to first consider filling vacancies in municipal service by promotion of qualified non-seasonal, full-time or part-time employees. Qualified employees may indicate their interest in the position to the Clerk/ Administrator within the seven (7) day period.

14.2 Trial Period

An internal employee selected for a vacancy or new position (promotion or transfer) shall serve a ninety (90) day trial period. In the event the employee or the City determine the employee is unable or unwilling to perform satisfactorily during this trial period shall be allowed to return to their previous position within the first 30 days of the trial period with no loss of seniority.

14.3 Probationary Period

The probation period shall be utilized for observing the employee's work, for training the employee in the work expectations, and for rejecting any probationary employee whose performance does not meet the required work standards. All probationary period (except promotions) shall be a minimum of twelve (12) months. The City Administrator has the discretion of terminating the employee during this period if in his/her mind the employee is unable or unwilling to perform satisfactorily. The City Administrator has the discretion to extend the probation for a maximum of three (3) months, with a written set of expectations that must be accomplished during that time period. Terminations during the initial probationary period are not arbitrable under the grievance procedure.

14.4 Layoff/Recall

A. Employees may be laid off by the City to meet the needs of the City. In the event a layoff is necessary, the work force shall be reduced based on original date of hire for all full-time and part-

time employees, ability to perform available work, and work performance within the affected job class.

- B. Prior to the effective date of any layoff for an indefinite period or for an anticipated period exceeding thirty (30) days, the City will provide notice in writing to the UNION and the employees affected at least ten (10) days in advance. This notice period may be shorter in the event that the need for the layoff is an unforeseen emergency.
- C. An employee's right to recall shall exist for twelve (12) months after the employee's last date of layoff.
- D. Failure to return to work within ten (10) working days of notice of recall shall terminate all rights to recall. Notice of recall shall be sent by registered mail to the employee's last address on file with the City. It shall be the employee's duty to notify the City of any address change.
- E. Recall shall be based on the same criteria as layoff and no new employee will be employed to fill a vacant position if an employee is available from the layoff list with the ability to perform the work of the position. Refusal or failure to accept recall for a comparable position for which the employee on layoff is qualified shall terminate all right to recall.

ARTICLE 15

Wages

15.1 Wages

All employees shall be paid in accordance with Schedule A attached hereto and made part of this Agreement. There shall be a 1.5% cost of living increase in 2016, 2% cost of living increase in 2017 and 2.5% cost of living increase in 2018.

15.2 Step Placement Upon Hire

If the City determines that the employee has additional education, training, experience or other qualifications warranting additional recognition, new hired may be placed above the first step, but no greater than the midpoint of the pay grade for that classification.

15.3 Step Advancement

Employees meeting or exceeding the minimum level of performance shall receive advancement to the next step on the salary schedule upon their anniversary date of each year. Employees who move from one job classification to another during the term of this Agreement will have their anniversary date for future step increases adjusted accordingly.

15.4 Base Salary Range

In no event may an employee exceed the maximum salary for the salary range, exclusive of premium pay.

15.5 Promotional Step Placement

Employees who are promoted to a new classification will move to the closest step in the new salary range that meets or exceeds three percent (3%) above the employee's existing salary (exclusive of overtime).

15.6 Demotion Step Placement

An employee voluntarily transferring to a job classification with a lower pay grade shall be placed on the same step of the lower pay grade.

ARTICLE 16 Reimbursements

16.1 Uniforms

The City will provide all uniforms and safety gear, including emblems, insignia and brass. Replacement of these items will be made on a "needs basis" as determined and approved by the Police Chief. Employees who separate from the City must turn in their uniforms, including emblems, insignia and brass.

16.2 Education

Employees attending schools, training sessions, classes, seminars, etc. required by the City, shall be compensated at their regular rate of pay for the time attending. If applicable, travel time will also be paid at the same rate. If the employee believes that a class, conference or training seminar would benefit them in their position with the City, the City Council or its designee has the authority to approve or disapprove of such requests.

ARTICLE 17 Severance Pay/Retirement

17.1 Employee Hired Prior to January 1, 2000

Full time regular employees hired prior to January 1, 2000 will be eligible for the following retiree health insurance program:

- A. In order to be eligible, the full time regular employee must have fifteen (15) years of service at the time of retirement and must be legally qualified to draw a pension under PERA. In order to be eligible, the employee must also sign a retirement agreement with the City and provide at least two (2) months advance notice of retirement.
- B. An eligible individual will receive one year of single health insurance coverage for every ten (10) years of service with the City. The benefit is based on full ten (10) year increments and is not prorated (for example, an individual with seventeen years of service would qualify for one year of single health insurance).
- C. The benefit will cease upon the earliest occurrence of any of the following events:
 1. The employee reaches age 65

2. The benefit is exhausted; or
 3. The employee dies
- D. The City will pay up to a maximum of four hundred fifty (\$450.00) per month for insurance. The City will make this payment, in its discretion, either directly to the insurer through a voucher upon receipt of a statement or to the employee upon receiving an itemized receipt.

17.2 Employee Hired After January 1, 2000 but prior to January 1, 2007

Employees with dates of employment prior to January 1, 2007 who do not qualify pursuant to Section 17.1 above, will be eligible for the following retiree insurance program:

- A. In order to be eligible, the full time regular employee must have fifteen (15) years of service at the time of retirement and must be legally qualified to draw a pension under PERA. In order to be eligible, the employee must also sign a retirement agreement with the City and provide at least two (2) months advance notice of retirement.
- B. An eligible individual will receive six months of single health insurance coverage.
- C. The benefit will cease upon the earliest occurrence of any of the following events:
 1. The employee reaches age 65
 2. The benefit is exhausted; or
 3. The employee dies.
- D. The City will pay up to a maximum of four hundred fifty (\$450.00) per month for this insurance. The City will make this payment, in its discretion, either directly to the insurer through a voucher upon receipt of a statement or to the employee upon receiving an itemized receipt.

17.3 Employee Hired After January 1, 2007

Employees with dates of employment on or after January 1, 2007 are not eligible for a retiree insurance benefit.

ARTICLE 18
General Provisions

18.1 Savings Clause

This agreement is subject to the laws of the United States, the State of Minnesota, and the City of Paynesville. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction or a State or Federal administrative agency from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

18.2 Complete Agreement

This Agreement shall represent the complete agreement between the Union and the City.

ARTICLE 19
Duration

This agreement shall be effective as of the 1st day of January 2015 and shall remain in full force and effect until the 31st day of December 2018. This agreement shall be automatically renewed from year to year thereafter unless either party notifies the other, in writing, by July 1st prior to the anniversary date, which it desires to modify this agreement.

Dated this 28th day of Sept., 2015.

FOR THE CITY:

Jeff Thompson
Mayor

Bruce Schulz
Administrator

Jan Irvine
Council Member/Negotiator

FOR THE UNION:

Paul Iding
Staff Representative

Bruce Elfering
Union Negotiator

Union Negotiator

PROPOSED Appendix A for AFSCME - City Hall Contract Jan. 1, 2016 to Dec. 31, 2018 - Draft 9-16-15

2016 cost of living adjustment 1.5% each step

% Between Grades:	6%
% Between Steps:	3.0%
Starting midpoint:	6

Range: 26.68%

		2016 New SAFE Step Scale									
Pts	Grade	1	2	3	4	5	6	7	8	9	
0 - 120	1	24,710.74	25,474.99	26,262.87	27,075.13	27,912.50	28,749.88	29,612.37	30,500.74	31,415.76	
121 - 141	2	26,193.98	27,003.48	27,838.64	28,699.63	29,587.25	30,474.87	31,389.11	32,330.78	33,300.71	
142 - 164	3	27,764.98	28,623.69	29,508.96	30,421.61	31,362.49	32,303.36	33,272.46	34,270.63	35,298.75	
165 - 188	4	29,430.88	30,341.11	31,279.50	32,246.91	33,244.23	34,241.56	35,268.81	36,326.87	37,416.68	
189 - 214	5	31,196.73	32,161.58	33,156.27	34,181.72	35,238.89	36,296.05	37,384.94	38,506.48	39,661.68	
215 - 240	6	33,068.54	34,091.28	35,145.65	36,232.62	37,353.22	38,473.82	39,628.03	40,816.87	42,041.38	
241 - 268	7	35,052.65	36,136.75	37,254.38	38,406.58	39,594.41	40,782.25	42,005.71	43,265.89	44,563.86	
269 - 296	8	37,155.81	38,304.96	39,489.65	40,710.98	41,970.03	43,229.18	44,526.06	45,861.84	47,237.63	
297 - 326	9	39,385.16	40,603.26	41,859.03	43,153.64	44,488.28	45,822.93	47,197.62	48,613.55	50,071.96	
327 - 360	10	41,748.27	43,039.45	44,370.57	45,742.85	47,157.58	48,572.31	50,029.48	51,530.36	53,076.27	
361 - 397	11	44,253.16	45,621.82	47,032.80	48,487.43	49,987.04	51,486.65	53,031.25	54,622.18	56,260.85	
398 - 437	12	46,908.36	48,359.13	49,854.77	51,396.67	52,986.26	54,575.85	56,213.12	57,899.52	59,636.50	
438 - 480	13	49,722.85	51,260.68	52,846.06	54,480.47	56,165.43	57,850.40	59,585.91	61,373.49	63,214.69	
481 - 523	14	52,706.23	54,336.32	56,016.82	57,749.30	59,535.36	61,321.42	63,161.06	65,055.90	67,007.57	
524 - 566	15	55,868.60	57,596.49	59,377.83	61,214.26	63,107.48	65,000.71	66,950.73	68,959.25	71,028.03	
567 - 609	16	59,220.72	61,052.28	62,940.50	64,887.11	66,893.93	68,900.75	70,967.77	73,096.80	75,289.71	
610 - 652	17	62,773.96	64,715.42	66,716.93	68,780.34	70,907.57	73,034.79	75,225.84	77,482.61	79,807.09	
653 - 698	18	66,540.40	68,598.35	70,719.94	72,907.16	75,162.02	77,416.88	79,739.39	82,131.57	84,595.52	
699 - 744	19	70,532.82	72,714.25	74,963.14	77,281.59	79,671.74	82,061.89	84,523.75	87,059.46	89,671.25	
745 - 790	20	74,764.79	77,077.10	79,460.93	81,918.48	84,452.05	86,985.61	89,595.18	92,283.03	95,051.52	

Starting January 1, 2016		January 1, 2016		Place on SAFE Scale		2016 Wage	2015 Wage	Amt Increase	
Position	First Name	Last Name	Grade	Step					
Police Officer	Bruce	Elfering	9	9	\$50,071.96	\$49,331.98	\$739.98	1.4778%	increase
Police Officer	Chuck	Buggs	9	9	\$50,071.96	\$49,331.98	\$739.98	1.4778%	increase
Police Officer	Kelsey	Thompson	9	3	\$41,859.03	\$40,003.21	\$1,855.82	4.4335%	increase
46w @ 40h **	Police Officer	Brady	9	3	\$37,039.20	\$20,001.61	\$17,037.59	45.9988%	increase 1840 hrs
6w @ 40h **	Emergency Manager	Brady	6	3	\$4,056.00	\$16,796.00	-\$12,740.00	-314.1026%	increase 240 hrs
						\$179,042.15	\$158,668.78	\$20,373.37	(800 hr increase Brady to Police from EM)

PROPOSED Appendix A for AFSCME - City Hall Contract Jan. 1, 2016 to Dec. 31, 2018 - Draft 9-16-15

2017 cost of living adjustment 2% each step

2017 New SAFE Step Scale											
Pts	Grade	1	2	3	4	5	6	7	8	9	
0	120	1	25,204.95	25,984.48	26,788.13	27,616.63	28,470.75	29,324.87	30,204.62	31,110.76	32,044.08
121	141	2	26,717.25	27,543.55	28,395.42	29,273.63	30,179.00	31,084.36	32,016.90	32,977.40	33,966.72
142	164	3	28,320.28	29,196.17	30,099.14	31,030.04	31,989.73	32,949.43	33,937.91	34,956.05	36,004.73
165	188	4	30,019.50	30,947.94	31,905.09	32,891.85	33,909.12	34,926.39	35,974.18	37,053.41	38,165.01
189	214	5	31,820.67	32,804.81	33,819.40	34,865.36	35,943.67	37,021.98	38,132.64	39,276.61	40,454.91
215	240	6	33,729.91	34,773.10	35,848.56	36,957.28	38,100.29	39,243.29	40,420.59	41,633.21	42,882.21
241	268	7	35,753.70	36,859.49	37,999.47	39,174.71	40,386.30	41,597.89	42,845.83	44,131.20	45,455.14
269	296	8	37,898.93	39,071.06	40,279.44	41,525.20	42,809.48	44,093.77	45,416.58	46,779.08	48,182.45
297	326	9	40,172.86	41,415.32	42,696.21	44,016.71	45,378.05	46,739.39	48,141.57	49,585.82	51,073.40
327	360	10	42,583.23	43,900.24	45,257.98	46,657.71	48,100.73	49,543.76	51,030.07	52,560.97	54,137.80
361	397	11	45,138.23	46,534.25	47,973.46	49,457.17	50,986.78	52,516.38	54,091.87	55,714.63	57,386.07
398	437	12	47,846.52	49,326.31	50,851.87	52,424.60	54,045.98	55,667.36	57,337.38	59,057.51	60,829.23
438	480	13	50,717.31	52,285.89	53,902.98	55,570.08	57,288.74	59,007.40	60,777.63	62,600.96	64,478.98
481	523	14	53,760.35	55,423.04	57,137.16	58,904.29	60,726.07	62,547.85	64,424.28	66,357.01	68,347.72
524	566	15	56,985.97	58,748.42	60,565.39	62,438.54	64,369.63	66,300.72	68,289.74	70,338.43	72,448.59
567	609	16	60,405.13	62,273.33	64,199.31	66,184.85	68,231.81	70,278.76	72,387.13	74,558.74	76,795.50
610	652	17	64,029.44	66,009.73	68,051.27	70,155.95	72,325.72	74,495.49	76,730.35	79,032.26	81,403.23
653	698	18	67,871.20	69,970.31	72,134.34	74,365.30	76,665.26	78,965.22	81,334.18	83,774.20	86,287.43
699	744	19	71,943.48	74,168.53	76,462.40	78,827.22	81,265.18	83,703.13	86,214.23	88,800.65	91,464.67
745	790	20	76,260.08	78,618.64	81,050.15	83,556.85	86,141.09	88,725.32	91,387.08	94,128.69	96,952.55

Starting January 1, 2017		January 1, 2017		Place on SAFE Scale		SAFE Scale			
Position	First Name	Last Name	Grade	Step	2017 Wages	2016 Wage	Amt Increase		
Police Officer	Bruce	Eferring	9	9	\$51,073.40	\$50,071.96	\$1,001.44	1.9608% Increase	
Police Officer	Chuck	Buggs	9	9	\$51,073.40	\$50,071.96	\$1,001.44	1.9608% increase	
Police Officer	Kelsey	Thompson	9	4	\$44,016.71	\$41,859.03	\$2,157.68	4.9020% increase	
46w @ 40h **	Police Officer	Brady	9	4	\$38,952.80	\$37,039.20	\$1,913.60	4.9126% increase 1840 hrs	
6w @ 40h **	Emergency Manager	Brady	6	4	\$4,264.80	\$4,056.00	\$208.80	4.8959% increase 240 hrs	
					\$185,116.31	\$179,042.15	\$6,074.16		

PROPOSED Appendix A for AFSCME - City Hall Contract Jan. 1, 2016 to Dec. 31, 2018 - Draft 9-16-15

2018 cost of living adjustment 2.5% each step

2018 New SAFE Step Scale											
Pts	Grade	1	2	3	4	5	6	7	8	9	
0	- 120	1	25,835.07	26,634.10	27,457.83	28,307.04	29,182.52	30,057.99	30,959.73	31,888.53	32,845.18
121	- 141	2	27,385.18	28,232.14	29,105.30	30,005.47	30,933.47	31,861.47	32,817.32	33,801.84	34,815.89
142	- 164	3	29,028.29	29,926.07	30,851.62	31,805.79	32,789.48	33,773.16	34,786.36	35,829.95	36,904.85
165	- 188	4	30,769.99	31,721.64	32,702.72	33,714.14	34,756.85	35,799.55	36,873.54	37,979.74	39,119.14
189	- 214	5	32,616.19	33,624.93	34,664.88	35,736.99	36,842.26	37,947.53	39,085.95	40,258.53	41,466.29
215	- 240	6	34,573.16	35,642.43	36,744.77	37,881.21	39,052.79	40,224.38	41,431.11	42,674.04	43,954.26
241	- 268	7	36,647.55	37,780.98	38,943.46	40,154.08	41,395.96	42,637.84	43,916.97	45,234.48	46,591.52
269	- 296	8	38,846.40	40,047.83	41,285.43	42,563.33	43,879.72	45,196.11	46,551.99	47,948.55	49,387.01
297	- 326	9	41,177.18	42,450.70	43,763.61	45,117.13	46,512.50	47,907.88	49,345.11	50,825.47	52,350.23
327	- 360	10	43,647.81	44,997.75	46,383.43	47,824.15	49,303.25	50,782.35	52,305.82	53,874.99	55,491.24
361	- 397	11	46,266.68	47,697.61	49,172.79	50,693.60	52,261.45	53,829.29	55,444.17	57,107.49	58,820.72
398	- 437	12	49,042.69	50,559.47	52,123.16	53,735.22	55,397.13	57,059.05	58,770.82	60,533.94	62,349.96
438	- 480	13	51,985.24	53,593.04	55,250.59	56,959.33	58,720.96	60,482.59	62,297.07	64,165.98	66,090.96
481	- 523	14	55,104.36	56,808.62	58,569.59	60,376.89	62,244.22	64,111.55	66,034.89	68,015.94	70,056.42
524	- 566	15	58,410.62	60,217.14	62,079.52	63,999.51	65,978.87	67,958.24	69,996.99	72,096.89	74,259.80
567	- 609	16	61,915.26	63,830.16	65,804.29	67,839.48	69,937.60	72,035.73	74,196.80	76,422.71	78,715.39
610	- 652	17	65,630.17	67,659.97	69,752.55	71,909.84	74,133.86	76,357.88	78,648.61	81,008.07	83,438.31
653	- 698	18	69,567.98	71,719.57	73,937.70	76,224.44	78,581.69	80,939.35	83,367.53	85,868.56	88,444.61
699	- 744	19	73,742.06	76,022.75	78,373.96	80,797.90	83,296.81	85,795.71	88,369.58	91,020.67	93,751.29
745	- 790	20	78,166.59	80,584.11	83,076.40	85,645.78	88,254.61	90,943.45	93,671.76	96,481.91	99,376.37

		Starting January 1, 2018		January 1, 2018		SAFE Scale				
		Position	First Name	Last Name	Grade	Step	2018 Wages	2017 Wages	Amt Increase	
		Police Officer	Bruce	Elfering	9	9	\$52,350.23	\$51,073.40	\$1,276.83	2.4390% increase
		Police Officer	Chuck	Buggs	9	9	\$52,350.23	\$51,073.40	\$1,276.83	2.4390% increase
		Police Officer	Kelsey	Thompson	9	5	\$46,512.50	\$44,016.71	\$2,495.79	5.3658% increase
46w	@ 40h **	Police Officer	Brady	Klingfus	9	5	\$41,160.80	\$38,952.80	\$2,208.00	5.3643% increase 1840 hrs
6w	@ 40h **	Emergency Manager	Brady	Klingfus	6	5	\$4,507.20	\$4,264.80	\$242.40	5.3781% increase 240 hrs
							\$192,373.76	\$185,116.31	\$7,257.45	

Notes

- 2016 - Entire SAFE Scale increase by cost of living 2% on January 1, 2016 plus step increases for those not at step 9.
- ** Indicates positions have an increase in hours from 1040(52w) to 1840 (52w) per year. This is why increase percentage is higher.
- 2017 - Entire SAFE Scale increase by cost of living 2% on January 1, 2016 plus step increases for those not at step 9.
- 2018 - Entire SAFE Scale increase by cost of living 2% on January 1, 2016 plus step increases for those not at step 9.
- 2014 - Employees will go onto the new SAFE Step Scale as of January 1, 2014.
- 2015 - Step increases for positions not at the top of the scale on January 1, 2015; no COLA adjustment.
- The SAFE Scale was created by Springsted for pay equity compliance Nov. 2013.