Collective Bargaining Agreement

Between

City of Dassel, Minnesota

And

American Federation of State, County and Municipal Employees (AFSCME) Minnesota Council 65, AFL-CIO, Local 940, Chapter C

January 1, 2017 through December 31, 2018

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ARTICLE 1 PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the City of Dassel, hereinafter called the EMPLOYER, and Minnesota Council 65, Local No. 940, Chapter C, AFSCME, AFL-CIO, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- Establish certain hours, wages, and other conditions of employment;
- Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- To promote dignity and respect in the workplace; and
- Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

ARTICLE 2 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes, Section 179A.03, Subdivision 14, as certified by the Minnesota Bureau of Mediation Services.

> *All employees of the City of Dassel, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03,subd.14, excluding supervisory and confidential employees. The Employer and Union further agree to exclude employees of the municipal liquor store and museum.*

The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employees or with any other employees' organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

ARTICLE 3 DEFINITIONS

3.1 **Full-time Employee**: an employee of the City of Dassel working 32 or more hours per work week.

3.2 **Part-time Employee**: an employee of the City of Dassel working less than 32 hours per work week.

3.3 **Bargaining Unit**: all employees in positions covered by this Agreement.

3.4 **Union Dues**: monthly membership fee paid by employees covered by this Agreement, and who are voting members of the UNION.

3.5 **Fairshare** Fee: monthly service fee paid by employees who are covered by this Agreement, and who are NOT members of the UNION.

ARTICLE 4 NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, sexual preference, race, color, creed, disability, national origin, or political affiliation or as defined by statute or Court Rule. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. When a reasonable accommodation under the Americans with Disabilities Act is necessary and the accommodation conflicts with any provision of the Agreement, the Employer and the Union shall meet and confer prior to the implementation of the accommodation.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, which is in accord with the provisions of this Agreement.

The Union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion because of membership or non-membership in the Union.

No person will be employed, promoted, demoted or discharged by the City or in any way favored or subjected to discrimination because of political opinions or affiliations, race, color, creed, national origin, religion, sexual orientation, gender, marital status, status with regard to public assistance, activity in local human rights commission, age, disability or other legally protected classifications.

ARTICLE 5 MANAGEMENT RIGHTS

It is recognized that, except as expressly modified by this Agreement, the Employer retains all inherent managerial rights necessary to operate and direct the affairs of the Employer. These rights include but are not limited to the right to determine policy, functions and programs, determine and establish budgets, utilize technology, relieve employees due to lack of work or other legitimate reasons, determine the methods, means, organization and number of persons by which such operations and services are to be conducted, and select and direct personnel.

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 6 UNION RIGHTS

The Union may designate employees from the bargaining unit to act as stewards and shall inform the Employer, in writing, of such choice and subsequent changes in the position of stewards and/or alternates. With advance notice to the employee's immediate supervisor, the Employer agrees that during working hours, on the work premises, without loss of pay, the Union president or one designated Union Representative shall be allowed reasonable time which does not unduly interfere with his or her normal duties or the duties of other employees to: post Union notices and announcements; to distribute the contract and steward list to new employees; transmit communications authorized by the Local Union or its officers to the Employer or his/her representative; or consult with the Employer, or his/her representatives; or to consult with Local Union officers, or other Union representatives, regarding enforcement of any provisions of this Agreement. This provision does not include paid time off to attend union or officer meetings.

ARTICLE 7 UNION SECURITY

7.1 Dues deduction: 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 bargaining unit employees authorizing, in writing; and the deduction of dues shall commence within 30 business days after initial employment with the EMPLOYER.

Dues deductions shall be forwarded to AFSCME Minnesota Council 65 (118 Central Avenue, Nashwauk, Minnesota 55769) within 10 business days of the end of each pay period. Such remittance (preferably in Excel-compatible format) shall include a list of the names of the employees from whose wages deductions were made, along with other pertinent employee information (e.g., hours worked, hourly wage) necessary for the collection and administration of union dues.

7.2 Dues calculation: The UNION shall provide the EMPLOYER with the formula to calculate the actual dues, along with a spreadsheet that may be used to calculate the actual dues.

7.3 Fair Share Fee: The UNION may collect an Agency fee or Fair Share Fee from bargaining unit members who choose not to become members of the UNION. The EMPLOYER shall deduct said fee from the earnings of the employee and remit the same to the UNION. In no instance shall the required contribution exceed 85% of the monthly Union dues or a pro-rata share of the expenses incurred for services rendered by the UNION in relationship to negotiations and administration of the bargaining unit contract. An employee covered by this Agreement who opts out of being a dues-paying member, or to whom membership in the Union is denied, or whose membership is terminated by the Union, shall be required to pay the minimum monthly Fair Share service fee.

7.4 Indemnity: The UNION agrees to indemnify and hold the EMPLOYER harmless against any claim, suit, order or judgment brought or issued against the EMPLOYER under the provisions of this Article.

7.5 Union Stewards: Employees who are elected by the UNION to act as stewards shall not suffer a loss in pay when presenting grievances to the EMPLOYER. The UNION agrees to keep the EMPLOYER apprised of employees who have been elected to serve as steward.

ARTICLE 8 PROBATIONARY PERIODS

8.1 All newly hired or rehired employees will serve a six (6) month probationary period. The probationary period may be extended up to an additional three (3) months with written notice to the affected employee. A copy of such notice shall also be provided to the UNION.

8.2 All employees will serve a six (6) months probationary period in any job classification in which the employee has not served a probationary period.

8.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER.

8.4 A promoted or reassigned employee may be returned to the employee's previous position at the employee's discretion during the first thirty (30) days in the new position or at any time during the probationary period at the sole discretion of the EMPLOYER.

ARTICLE 9 GRIEVANCE PROCEDURE

A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. It is the policy of the City insofar as possible, to prevent the occurrence of grievances and to deal promptly with those which occur. Upon mutual agreement of the parties, in writing, the timelines below may be extended or waived.

Step One: If an informal resolution is not satisfactory, the grievance shall be presented, in writing on a form mutually agreed by the parties, to the Department Head within fifteen (15) business days of the event giving rise to the grievance. The Department Head shall attempt to resolve the matter and shall respond, in writing, within fifteen (15) business days of receiving the grievance.

Step Two: In the event the grievance is not satisfactorily resolved at Step One, the grievance may be presented in writing to the City Clerk within fifteen (15) business days of receiving the Step One response. The City Clerk shall attempt to resolve the matter and shall respond, in writing, within fifteen (15) business days of receiving the grievance.

Step Three: In the event the grievance is not satisfactorily resolved at Step Two, the grievance may be presented in writing to the Personnel Committee/City Council within fifteen (15) business days of receiving the Step Two response. The Personnel Committee/City Council shall attempt to resolve the matter and shall respond, in writing, within fifteen (15) business days of receiving the grievance.

Step Four: In the event the grievance is not satisfactorily resolved at Step Three, the grievance may be submitted for binding arbitration by providing written notice of intent to proceed to arbitration to the City Clerk within fifteen (15) business days of receiving the Step 3 response. Upon mutual agreement of the parties, mediation of the grievance may be attempted with the assistance of the Bureau of Mediation Services. If mediation is not utilized, or unsuccessful, the parties shall select a neutral arbitrator from a list of seven (7) prospective arbitrators obtained from the Bureau of Mediation Services. From this list, each party shall in turn strike one name until one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance will be held promptly by the arbitrator, and a decision shall be rendered within thirty (30) calendar days after the date of the close of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally between the UNION and the EMPLOYER.

ARTICLE 10 ARBITRATION

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue(s) submitted to him/her in writing by the parties to the Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of laws. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and the facts presented.

ARTICLE 11 DISCIPLINE AND DISCHARGE

11.1 Purpose: Disciplinary action may be imposed upon an employee who has attained permanent status only for just cause. Discipline is intended to be corrective; not punitive. This process is intended to ensure employees understand the Employer's expectations, standards, and rules, and are aware of the consequences of unimproved conduct or performance.

11.2 Representation: The Employer shall not question or meet with an employee once an investigation that may lead to discipline is contemplated without first offering the employee an opportunity for union representation, and such meeting shall not take place until a Union Representative is available or is released by his/her supervisor. The employee shall be advised of the general nature of the allegation(s) prior to questioning. The employee shall also be offered a Union Representative before the administration of discipline.

11.3 Notice of Investigation: When any disciplinary action more severe than an oral reprimand is intended, the Employer or its designee shall, before such action is taken, notify the employee in writing of the specific reasons for such action. Oral reprimands cannot be referenced in future disciplines provided that no further disciplinary action of a similar nature has been taken against an employee for two (2) years from the date of the oral reprimand.

11.4 Investigatory Leave: The Employer or its designee may place an employee who is the subject of a disciplinary investigation on an investigatory leave with pay provided a reasonable basis exists to warrant such leave.

11.5 Progressive Discipline: Disciplinary action shall include only the following forms and depending upon the seriousness of the offense shall normally be administered progressively in the following order:

1) Oral reprimand
2) Written reprimand
3) Suspension
4) Demotion
5) Discharge

Nothing in the above listing of types of discipline shall preclude the Employer from exacting stringent forms of discipline where the egregiousness of the offense so warrants. If the Employer or its designee has reason to discipline an employee, it shall not be done in the presence of other employees or the public. Oral reprimands shall be identified as such.

11.6 Notice Hearing: If the Employer believes there is just cause for suspension, demotion or discharge, the employee shall be notified, in writing that the employee may be disciplined and shall be furnished with the supporting reasons for the contemplated action. The Employer shall schedule a hearing and provide notice within five (5) business days wherein the employee, along with union representation, may present his/her side of the story to refute the charge(s) or offer mitigating evidence. Nothing herein shall preclude the Employer from placing the employee on investigatory leave prior to the notice hearing.

11.7 Conclusion of Investigation: An employee who has been notified by his/her supervisor that he/she is being investigated for possible disciplinary action shall be informed, in writing, of the status of the investigation upon its conclusion.

11.8 Notification: The EMPLOYER shall provide the UNION with a copy of all written discipline at the same time discipline is administered to the affected employee(s).

11.9 Employee Redress: Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in this Agreement except that oral reprimands are able to be appealed only through Step 2 of the grievance procedure. The Union reserves the right to initiate a grievance at Step 2 of the grievance procedure for all disciplinary action other than a written or oral reprimand. Upon mutual agreement of the parties, a grievance may be initiated at Step 3.

ARTICLE 12 HOURS OF WORK, SCHEDULES AND OVERTIME

12.1 Hours: Work schedules for personnel will be established by the appropriate Department Head subject to the approval of the City Clerk in accordance with the needs of the City. When considering a permanent change to the normal work schedule, the Department Head shall communicate with impacted employees well in advance of any permanent change taking effect.

12.2 On-Call Hours: Public Works employees are required to be on-call carrying a pager available to trouble shoot essential city facilities operations. These employees shall be compensated on a monthly basis at a fixed amount as set forth in Appendix B. Such amount shall be separate from the hourly wage paid for the normal course of duties of each of these employees.

12.3 Rest Periods and Meal Breaks: A paid fifteen (15) minute paid break is allowed within each four (4) consecutive hours of work. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time or lunch time by saving these breaks. An unpaid thirty (30) minute lunch period is required when an employee is scheduled to work eight (8) or more consecutive hours.

12.4 Pay Periods and Paydays: Pay periods will be 12:00 a.m. Sunday through 11:59 p.m. Saturday. Employees will be paid on Friday on a bi-weekly basis, unless such day lands on a City holiday. If payday lands on a City holiday, the payday will be the first business day before the City holiday begins.

12.5 Time Cards and Records: All employees shall maintain accurate time records on a form approved by the City Council. Such time records must be reviewed, approved and signed by the employee's Department Head and the City Clerk every two weeks. Employer may not make changes to the employee's timecard without the employee's knowledge.

12.6 Overtime Policy: The EMPLOYER will comply with applicable state and federal laws governing accrual and use of overtime. Hours worked and paid leave will be counted as time worked for the purposes of accruing overtime.

12.7 An employee(s) called back to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at time and one-half (1 ½) of his/her regular base rate of pay.

ARTICLE 13 SENIORITY

Seniority shall be the employee's length of continuous service for the Employer or its designees from the most recent date of employment in a bargaining unit position. Approved leaves shall not cause a break in seniority.

13.1 Seniority will be the determining criterion for transfers, promotions and layoffs only when all job-relevant qualification factors are equal.

13.2 Seniority will be the determining criterion for recall. Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled employees shall have fifteen (15) business days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

13.3 Laid off employees shall be offered the right of first refusal for any available temporary position of which they are qualified to perform the essential functions of the job. Acceptance of temporary work does not constitute recall nor interfere with subsequent recall rights. Refusal to accept temporary work while subject to recall does not diminish the employee's recall rights.

13.4 In the event of a layoff, the Employer will provide a two (2) week advance notice to the affected employee(s) and the UNION.

ARTICLE 14 REDUCTION OF HOURS, LAYOFF, AND RECALL

Reduction of hours is a form of layoff. If the Employer is considering layoff due to shortage of work or funds, the abolition of a position, or changes in the organization, the Employer shall provide a minimum of 30 days' notice to allow for discussion of alternatives and to bargain the impact of layoff.

If the Employer initiates a process to solicit bids for services that could otherwise be performed within the established bargaining unit, the Employer shall include the Union in such process to allow ample opportunity to discuss alternatives to any subcontract that may displace existing bargaining unit positions.

No employee or probationary employee may be laid off while there is a temporary worker performing duties that could otherwise be performed by the employee. No temporary workers may be utilized to perform work unless qualified employees in layoff status have declined such temporary work.

ARTICLE 15 JOB POSTING

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

15.1.1 Have the necessary qualifications to meet the standards of the vacancy; and
15.1.2 Have the ability to perform the duties and responsibilities of the job vacancy.

15.2 Employees filling a higher job classification based on the provisions of this ARTICLE shall be subject to the conditions of ARTICLE 8 PROBATIONARY PERIODS.

15.3 The EMPLOYER has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.

15.4 Job vacancies within the designated bargaining unit will be posted internally for five (5) working days so members of the bargaining unit can be considered for such vacancies. If there are no qualified internal applicants, the job vacancy will be posted externally.

ARTICLE 16 PERSONNEL RECORDS

The contents of an employee's official personnel record shall be disclosed to the employee upon request and to the employee's Union Representative upon the written request during the grievance process. Up to two (2) copies of such material per year shall be available without cost to the employee, Local Union, or Union.

ARTICLE 17 PERFORMANCE REVIEWS

An objective review system will be established by the City Clerk for the purpose of periodically evaluating the performance of City employees. A written summary of the employee's performance shall be reviewed and signed by the employee. The employee's signature is to acknowledge receipt of the review and does not necessarily constitute agreement with the summary. The written summary is not subject to the grievance procedure; however, the employee may submit a written response which will be attached to the employee's performance review and placed in their personnel file. Employees who have not yet reached the maximum pay for their job classification shall be eligible for an annual step increase based on satisfactory performance. [See Appendix B]

ARTICLE 18 PAID HOLIDAYS

The City observes the following official holidays for all regular full-time and part-time employees:

New Year's Day	Labor Day
Martin Luther King, Jr.	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve (half day)
	Christmas Day

Official holidays commence at the beginning of the first shift of the day on which the holiday is observed and continue for twenty-four (24) hours thereafter with the exception of Christmas Eve. Christmas Eve begins at 12:00 pm (noon) December 24 and continues for 12 hours thereafter.

When a holiday falls on a Sunday, the following Monday will be the "observed" holiday and when a holiday falls on a Saturday, the preceding Friday will be the "observed" holiday for City operations/facilities that are closed on holidays.

Full-time employees (defined as 32 or more hours per week) will receive pay for official holidays at their normal straight time rates, provided they are on paid status on the last scheduled day prior to the holiday, and first scheduled day immediately after the holiday.

Employees who, because of the nature of their duties, are required to work on paid holidays will be paid for hours worked at one and one-half (1 ½) times their normal rate of pay in addition to the holiday pay.

ARTICLE 19 VACATION

19.1 Eligibility: This Article applies to all bargaining unit employees. However, vacation benefits are prorated for part-time employees.

19.2 Amount Earned:

A. An employee is eligible for 3.33 hours per month of vacation leave in the calendar year after he/she completes one year of employment service, which is five (5) days of paid vacation.

B. In the year after an employee attains his/her second employment anniversary and for each succeeding calendar year up to and including the year in which the employee celebrates his/her fifth

employment anniversary, the employee is eligible for 6.67 hours per month of vacation leave, which is ten (10) days of paid vacation.

C. In the year after an employee attains his/her fifth employment anniversary and for each succeeding calendar year up to and including the year in which the employee celebrates his/her 10th employment anniversary, the employee is eligible for 10 hours per month of vacation leave, which is fifteen (15) days of paid vacation.

D. In the year after an employee attains his/her tenth employment anniversary and for each succeeding calendar year the employee is eligible for 13.34 hours per month of vacation leave, which is twenty (20) days of paid vacation.

E. In the year after an employee attains his/her fifteenth employment anniversary and for each succeeding calendar year the employee is eligible for 16.67 hours each month of vacation leave, which is twenty-five (25) days of vacation

19.3 Compensation: During vacation leave, employees will be compensated at their regular rates of pay.

19.4 Vacation Use: Vacation leave may be used as earned, subject to approval by the Department Head or City Council. An employee will not be allowed to use vacation leave until after completion of the probationary period, unless the probationary employee previously held a position within the City. However, leave benefits will accrue from the date of appointment.

19.5 No Carry Over: Employees shall use their accumulated vacation allowance during the calendar year in which it is credited. Vacation hours shall be credited in January of each calendar year and cannot be carried over from one calendar year to the next, unless authorized by the Employer.

19.6 Scheduling: All employees' vacations shall be scheduled with the Department Head at least twice as many days in advance of the number of days being taken. Exceptions to such advanced notice may be approved at the discretion of the Department Head.

19.7 Vacation Leave Payout: Any employee leaving the municipal service (for reasons other than involuntary termination for employment misconduct) will be compensated for all vacation leave accrued and unused pro-rated to the date of separation.

ARTICLE 20 SICK LEAVE

20.1 Purpose. Sick leave may be granted when the employee is unable to perform work duties due to illness, injury, disability, the necessity for medical or dental care, childbirth, complications of pregnancy, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties. Sick leave may be used for immediate family member illnesses as permitted by state law.

20.2 Use of Sick Leave. To be eligible for paid sick leave, an employee must:

A. Report as soon as possible to his/her Department Head the reason for the absence;
B. Keep the Department Head informed of his/her condition and anticipated date of return;
C. If requested by the Department Head or Council, submit a medical certificate for any absence.

20.3 **Use of Sick Leave for Sick/Injured Child Care**. An employee may use personal sick leave benefits provided by an employer for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for their own illness or injury.

20.4 **Amount Earned.** Every employee and probationary employee will earn sick leave at the rate of eight (8) hours for each calendar month of full-time service, prorated for part-time employees. Sick leave may be accumulated to a maximum of four hundred eighty (480) hours and will be granted in units of not less than two hours or one-quarter of a workday. An employee will not be allowed to use sick leave until after completion of the probationary period, unless that employee previously held a position with the City. However, sick leave will accrue from the date of appointment.

20.5 **Wellness Incentive.** Employees who have reached the maximum accumulation of four hundred eighty (480) hours of sick leave shall receive one (1) additional day of vacation per year.

20.6 **Penalty.** Use or claiming sick leave for a purpose not authorized under the above sections shall be cause for disciplinary action. Employees on paid sick leave or workers' compensation are prohibited from engaging in other paid employment. Those who do shall be subject to disciplinary action.

20.7 **Transfer of Sick Leave**. Situations may occur where an employee needs additional leave due to prolonged illness. Employees may contribute sick leave to other employees. Transfer of leave shall be limited to 16 hours per employee, to any one employee, per year. Transfers shall be voluntary and application shall be made to the City Clerk.

20.8 **Sick Leave Payout**. Any employee leaving the municipal service for reasons other than involuntary termination for employment misconduct, and upon providing a minimum of fourteen (14) calendar day notice to the EMPLOYER, shall receive severance pay in the following amounts from the total unused accumulation: 5 years – 10%, 10 years - 25%, 15 years 50%. The EMPLOYER may waive the fourteen (14) day notice in extenuating circumstances to allow the employee to receive their Sick Leave Payout upon separation.

ARTICLE 21 BEREAVEMENT LEAVE

In the event of the death of an immediate family member, defined as spouse, parent, child or other dependent residing in the same household = 3 consecutive business days to be paid at employee's regular rate of pay, not to be deducted from other benefit accruals.

In the event of the death of an extended family member, defined as sibling, aunt/uncle, niece/nephew, grandparent, grandchild = 1 business day to be paid at employee's regular rate of pay, not to be deducted from other benefit accruals.

If additional bereavement time is needed, the Department Head may approve such requests for additional time off in the form of vacation, sick or unpaid leave.

ARTICLE 22 OTHER LEAVES OF ABSENCE

22.1 **Accrual During Leave**. For the purpose of accumulating additional vacation or sick leave, an employee using earned vacation, paid sick leave, or bereavement leave is considered to be working.

22.2 Depending upon an employee's situation, more than one form of leave may apply during the same period of time (e.g., The Family and Medical Leave Act is likely to apply during a worker's compensation absence.). An employee will need to meet the requirements of each form of leave separately. Leave requests will be evaluated on a case-by-case basis.

22.3 Except as otherwise states, all paid time off, taken under any of the City's leave programs, must be taken consecutively, with no intervening unpaid leave.

22.4 The following is a list of such leaves: Military, Jury Duty, Court Appearances, Parenting, School Conference, Bone Marrow Donation, Victim or Witness, Elections, Regular Leave Without Pay.

22.5 The City will provide employees with time away from work as required by state or federal statutes if there are requirements for such time off that are not described elsewhere in this Agreement, or in the personnel policies.

ARTICLE 23 BARGAINING UNIT CLASSIFICATIONS

A list of bargaining unit positions at the time this Agreement was reached is set forth in Appendix A

ARTICLE 24 COMPENSATION

Compensation is set forth in Appendix B

ARTICLE 25 BENEFITS

25.1 Group Health Insurance (non-Medicare enrollees)

Summary of benefits is attached as Appendix D.

Individual Coverage

The City shall participate in 100% of the premium for individual coverage, not to exceed a cap of $700.00.

Family/Dependent Coverage

If the employee elects to have family coverage, the City shall participate in 75% of the additional premium beyond the cost of individual coverage, not to exceed a cap of $700.00 for spouse coverage and $575.00 for dependent coverage.

25.2 Group Dental Insurance

The City shall participate in 100% of the premium for individual and family coverage.
Summary of benefits is attached as Appendix D.

25.3 Medicare Enrollees

An employee who is not eligible to participate in the EMPLOYER sponsored group health benefit due to Medicare status shall be reimbursed by the EMPLOYER for the cost of supplemental plans, not to exceed the negotiated cap outlined in Section 25.1 above. Such reimbursement shall be made upon receipt of copies of the paid invoices for said supplemental plans.

25.4 Retirement (PERA)

The City participates in the Public Employees Retirement Fund (PERA) to provide pension benefits for its eligible employees. The City and the employee contribute to PERA each pay period as

determined by state law. Most employees are also required to contribute a portion of each pay check for Social Security and Medicare. For information about PERA eligibility and contribution requirements contact the City Clerk.

25.5 Additional Insurance

The City shall provide each employee $30,000.00 life insurance, short term disability, and long-term disability insurance, participating in 100% of the premium. The Council, on an annual basis, reserves the right to review the such insurance programs and to make changes, as necessary. Additional insurance options (such as short term disability and additional life insurance) are available through payroll deduction at the Employee's expense. For information regarding plan details and enrollment contact the City Clerk.

ARTICLE 26 HEALTH AND SAFETY

It shall be the policy of the Employer to provide for the safety of its employees by providing safe working conditions, safe work areas and safe work methods. Employees shall have the responsibility to use all provided safety equipment and procedures in their daily work, shall cooperate in all safety and accident prevention programs, and shall diligently observe all safety rules promulgated by the Employer. Employees and Employer shall bear equal responsibility for reporting to each other any condition that could be deemed unsafe or hazardous. Upon the request of either Party, but not more frequently than once each calendar month, the Union and the Employer shall meet and confer relative to health and safety matters.

ARTICLE 27 TECHNOLOGY

The EMPLOYER shall provide advance written notice to UNION through affected employees when a major technology change is being implemented. If requested by the UNION, the EMPLOYER will meet and consider training/retraining needs brought forward by the UNION. There shall be no audio/visual/monitoring/surveillance installed in the workplace without employee knowledge.

ARTICLE 28 DRUG FREE WORKPLACE

The use of alcohol/intoxicating beverages or of drugs which change the normal functioning of the central nervous system may seriously affect an employee's performance. They may also endanger the employee's health and safety as well as the safety of other employees and the public. It is therefore appropriate that guidelines be established for the control of alcohol and drugs as they pertain to the employee and the employee's job with the City.

The City has established a policy on drugs and alcohol with drug and alcohol testing provisions as mandated by the Omnibus Transportation Employee Testing Act of 1991.

Subd. 1 Alcohol/Intoxicating Beverages.

A. An employee who is intoxicated (B.A.C. of 0.04 or more) may not work or report to work.

B. Alcohol/intoxicating beverages should not be consumed on City premises or anywhere during work hours, rest breaks, lunches or other meals if the employee is to work thereafter on the same work day.

Subd. 2 Drugs.

A. The City will use Minnesota State Statute §152.02 as a guide for prohibiting controlled substances and is hereby adopted by reference.

B. Psychoactive drugs, as defined by Minnesota State Statute §254A.02 subd. 4, should not be taken by any employee at any time during the employee's working hours (including meal periods and other breaks) nor should an employee be permitted to work while under the influence of psychoactive drugs unless the drug is being used strictly as prescribed by a licensed physician. Where the use of a prescribed psychoactive drug interferes with the employee's performance or presents a health or safety hazard, the employee should be taken off that job or, with the concurrence of the prescribing physician, changed to an alternate drug.

C. Unless a psychoactive drug is taken strictly as prescribed by a licensed physician, it may not be kept or taken on City premises, including parking lots, or in any City vehicle or any vehicle being used for City business.

D. An employee who is under the influence of a psychoactive drug which was not prescribed for the employee by a licensed physician or which is not being taken strictly as prescribed may not work or report for work nor should any person who is under the influence of such a drug be permitted on City premises or in a vehicle being used for City business.

ARTICLE 29 EDUCATION AND TRAINING

Employees are encouraged to take advantage of training opportunities to help them improve the performance of their present work assignments and to prepare them for future assignments. This may include seminars, lectures, or workshops. Cost, staffing issues, need, benefit to the City and other appropriate issues will be considered by the Department Head/Council in approving requests or assigning training. Time to attend required training will normally be paid time.

Advance payment may be authorized for conference registration fees. Once paid, the employee may be held responsible for those fees if the employee later chooses not to attend.

ARTICLE 30 UNIFORMS AND TOOLS

Employer shall continue to provide uniforms and equipment necessary to perform their duties.

ARTICLE 31 INCLEMENT WEATHER

Upon notification of closing City Hall, employees who are not required to report to work shall have the choice of taking a vacation day or taking unpaid leave. Upon mutual agreement between the employee and Department Head, the employee may opt to flex their schedule to make up lost time within 30 calendar days.

ARTICLE 32 REIMBURSED TRAVEL AND EXPENSES

32.1 Use of Personal Vehicles.

City employees using their personal vehicles for official City business shall be reimbursed at the current IRS rate.

32.2 Travel Regulations and Expense Reimbursement

Expenses eligible for reimbursement must be submitted to the City Clerk with the appropriate receipt or documentation.

City employees who are out of town for seminars, conventions, or training shall be reimbursed for breakfast, lunch and dinner upon presentation of appropriate receipt or documentation to the City Clerk and approval by the City Council.

ARTICLE 33 SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and those rules or regulations promulgated there under having the force and effect of law which are in effect on the effective date of this Agreement. Should any article, section or portion thereof of the Agreement be held to be unlawful and unenforceable, such decision shall apply only to the specific article, section or portion thereof directly specified in the decision, and all other valid provisions shall remain in full force and effect.

The Employer and the Union agree they will meet within thirty (30) calendar days following the declaration of invalidity to begin negotiations upon a substitute provision to replace the provision found invalid if either party so requests in writing to the other party. This places no time limitation on the parties during which they may negotiate.

ARTICLE 34 COMPLETE AGREEMENT

The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, 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 duration of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement. This Agreement may, however, be amended during its term by the Parties mutual written agreement.

ARTICLE 35 DURATION

This Agreement will be effective January 1, 2017 through December 31, 2018.

This Agreement shall automatically renew from year to year thereafter for one (1) year at a time unless either party notifies the other in writing at least ninety (90) calendar days prior to the expiration of this Agreement that it desires to modify this Agreement. If said notice is received, negotiations shall commence

no sooner than ninety (90) days before expiration, unless the parties agree otherwise in writing. This Agreement remains in force in the event settlement for the ensuing Agreement has not been reached at the time this Agreement expires.

ARTICLE 36 SIGNATORIES TO AGREEMENT

This Agreement is executed this 19th day of December, 2016.

For: **CITY OF DASSEL, MN**

Terri Boese
City Clerk/Treasurer
City of Dassel, MN

Jeffrey Putnam
Mayor
City of Dassel, MN

For: **AFSCME COUNCIL 65, AFL-CIO**

Rick Nelson
Staff Representative
AFSCME MN Council 65

Jay Evjen
AFSCME Union Member Negotiator

Appendix A Job Classifications

As of 01-01- 2014:

Part-Time Janitor
Maintenance Worker I
Maintenance Worker II
Part-Time Receptionist
Utilities/Permit Clerk

APPENDIX B COMPENSATION

B1. BASE WAGE SCALE - 2017

Classification	Start	1 years	2 years	3 years	4 years	5 years
Janitor	11.45	12.41	12.93	13.43	-	-
Receptionist	12.01	13.04	13.55	14.07	-	-
Utilities/Permit Clerk	13.09	14.07	15.03	15.51	16.00	-
Maintenance II	14.94	16.03	17.11	18.20	18.67	-
Maintenance I	18.67	19.75	20.83	21.91	22.37	22.84

Base Wage Scale amounts will increase annually in 2017 by 2% and 2018 by 2%.

B2. INCREMENTAL ANNIVERSARY PAY INCREASE

Eligible for progression through range effective on anniversary date if annual performance review indicates satisfactory progress.

B3. LONGEVITY PAY

For employees in all classifications, additional compensation shall be added to the employee's hourly rate of pay based on years of service, as follows:

Upon completion of 5 years of service, but less than 10 years of service	=	$0.10/hour
Upon completion of 10 years of service, but less than 15 years of service	=	0.20/hour
Upon completion of 15 years of service, but less than 20 years of service	=	0.30/hour
Upon completion of 20 years of service, but less than 25 years of service	=	0.40/hour
Upon completion of 25 or more years of service	=	0.50/hour

Employee is only eligible for the amount in their applicable category and shall not compound.

B4. ON-CALL PAY

For those employees who have on-call responsibilities included in their job description, additional compensation in the amount of $130.00 per week shall be paid for each week the employee is on-call.

B5. SPECIALIZED INCENTIVE PAY

For employees in the classification of Maintenance Worker I or II, additional compensation shall be offered as an incentive to acquiring certifications/licensures as follows:

Waste Water	
Waste Water Class D	$ 50.00/month
Waste Water Class C	100.00/month
Waste Water Class B	200.00/month

Water	
Water Class D	$100.00/month
Water Class C	200.00/month

Upon reaching a higher level of certification/licensure, the monthly Incentive Pay shall adjust to the new level and shall not compound.

Appendix C Seniority List

JOB CLASSIFICATION	NAME	HIRE DATE	01/01/ 2017 BASE WAGE
Maintenance Worker I:		**$21.58**	
Maintenance Worker II:	Jay E. Evjen	01-07-2007	**$18.67**
	Walter D. Hansen	10-04-1999	**$18.67**
Receptionist/Utilities Clerk:			**$15.12**
PT Janitorial/Receptionist :		**$12.69**-Janitorial	**$13.29**-Receptionist

Appendix D Summary of Health/Dental Benefits

Beginning in 2018, the Insurance Article may be re-opened to negotiate any changes necessary to comply with and/or avoid penalties under the Patient Protection and Affordable Health Care Act.

The City of Dassel has employee health insurance through Health Partners.

The following is an outline of that coverage as it pertains to deductibles and the related HSA/HRA benefits:

"HealthPartners Empower HSA" *(Benefit summary is available through Employer or Health Partners)*

In-network deductible:

A. Individual – The city offers three (3) levels of deductibles for the employee to choose from: $2,000.00, $3,000, $3,500 after which Health Partners takes over 100% of the costs. *(This amount escalates considerably if Out of Network facilities are utilized.)*

B. Family – The city offers three (3) levels of deductibles for the employee to choose from: $4,000.00, $6,000, $7,000 after which Health Partners takes over 100% of the costs. *(This amount escalates considerably if Out of Network facilities are utilized.)*

Additional City contribution to soften the deductible amounts are as follows:

A. The City makes a contribution to every employee's Health Savings Account (HSA) at $250.00 per quarter. These deposits are made in February, May, August, and November. If an employee leaves employment the quarterly HSA deposit ceases.

B. The City has a Health Reimbursement Account established which will reimburse deductible amounts up to $750.00 annually in excess of $1,300.00 for a single, and up to $1,600.00 annually for amounts in excess of $ $2,600.00 for a family.

"Delta Dental" *(benefit summary is available through Employer or Delta Dentals)*

- Preventative maintenance / checkups are covered at 100% for up to 2 times annually.
- Dental work is covered up to an annual maximum of $ $1,250.00 and restorative work which is covered at 55%.

NOTE: ***Out of Network benefits are significantly reduced or may not be covered. If in doubt, please contact Health Partners for more information.***