

MEMORANDUM OF CONTRACT

BETWEEN

THE CITY OF WILLMAR

AND

AFSCME COUNCIL NO. 65

LOCAL 559 - GENERAL UNIT

2011-2013

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LABOR AGREEMENT
BETWEEN
THE CITY OF WILLMAR AND
AFSCME COUNCIL NO. 65
LOCAL 559 - GENERAL UNIT

ARTICLE 1 - PURPOSE OF AGREEMENT

The AGREEMENT, made and entered into by and between the City of Willmar, a municipal corporation, incorporated under the laws of the State of Minnesota (hereafter referred to as the "EMPLOYER"), and the AFSCME Council No. 65, Local 559, General Unit, (hereafter referred to as the "UNION"). The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment.
- 1.2 Achieve and maintain sound harmonious and mutually beneficial working and economic relations between the parties.
- 1.3 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
- 1.4 Specify the full and complete understanding of the parties.
- 1.5 Place in written form the parties' agreement upon terms and conditions of employment for the duration of the 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

- 2.1 The Employer recognizes the Union as the exclusive representative pursuant to PELRA for the appropriate bargaining unit consisting of job classifications outlined in Attachment "A" whose employment exceeds the lesser of fourteen (14) hours per week or thirty-five (35%) percent of the normal work week and sixty-seven (67) work days per year.

ARTICLE 3 - UNION SECURITY

- 3.1 In recognition of the Union as the exclusive representation the Employer shall:
 - 3.1.1 Upon written request of an employee in the Union, deduct such sum as the Union may specify for the purpose of dues to the Union.
 - 3.1.2 Remit such deduction to the appropriate designated

officer of the Union.

- 3.2 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 3.3 The Union agrees to indemnify, defend, and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued by employee against Employer, its officers or employees, as a result of any action taken or not taken by the Employer under the provisions of the Article.
- 3.4 Except for two bargaining unit employees selected by the Union from different departments, no employee shall be paid by the City for hours spent (during normal working hours) in negotiation sessions.
- 3.5 The Employer will provide AFSCME Council No. 65 space on any existing or proposed work-site bulletin boards for the purpose of displaying group materials, notices and other materials relevant to the bargaining group and employees.

ARTICLE 4 - EMPLOYER SECURITY

- 4.1 The Union, its officers or agents or any employees covered by this Agreement agrees that during the life of this Agreement it will not cause, encourage, condone, suggest or cooperate, participate in or support any strike, slow down, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment, regardless of the reason for so doing; other interruption of or interference with the normal functions of the Employer.
- 4.2 Any employee who engages in an unlawful strike may have his/her appointment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 4.3 An employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his duties without permission from his/her Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 4.4 An employee who knowingly strikes and whose employment has been terminated for action may, subsequent to such violation, be appointed or reappointed or employed or reemployed, but the employee

shall be on probation for two years with respect to such Civil Service status, tenure of employment, or contract of employment, as he/she may have theretofore been entitled.

- 4.5 No employee shall be entitled to any daily pay, wages, accumulated vacation and sick leave, or per diem for the days on which he/she engaged in a strike.
- 4.6 The Employer will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all employees, facilities and equipment; to establish functions and programs; to set up and amend budgets, to determine the utilization of technology to establish and modify the organizational structure; to select and determine the number of personnel by which such operations and services are to be conducted; to assign and transfer employees, to establish work schedules and to assign overtime; to promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate methods, equipment or facilities and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.
- 5.3 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement, provided it does not result in a reduction of the work force.

ARTICLE 6 - NON-DISCRIMINATION

- 6.1 The provisions of this Agreement shall be applied equally by the Employer and the Union to all employees without discrimination as to age, sex, marital status, national origin, political affiliation, or membership in the Union.

ARTICLE 7 - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 DEFINITION OF GRIEVANCE. A grievance is defined as a dispute or

disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

7.2 UNION REPRESENTATIVES. The Employer will recognize representatives 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 Employer in writing of the names of such Union representatives and of their successors when so designated.

7.3 PROCESSING OF A GRIEVANCE. It is recognized and accepted by the Union and the Employer 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. The aggrieved employee and Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 PROCEDURE. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1 No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the first occurrence of the event giving rise to the grievance, or within ten (10) working days after the employee through the use of reasonable diligence should have obtained knowledge of the first occurrence of the event giving rise to the grievance. The written grievance signed by both the employee and Union representative and/or steward shall set forth the nature of the grievance, the facts on which it is based, the alleged violation, and the relief requested. The Department Head shall discuss the grievance within five (5) working days with the employee and Union representative and/or steward at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Department Head, the employee and the Union representative and/or steward. If no settlement is reached, the Department Head shall give the Employer's written answer to the

employee and Union representative and/or steward within five (5) working days following their meeting and shall also forward a copy to the Labor Relations Committee and City Administrator.

Step 2 If the grievance is not settled in Step 1 and the employee desires to appeal, it shall be referred by the employee in writing to the City Administrator within ten (10) working days after the designated Department Head's answer in Step 1 is due. A meeting or discussion between the City Administrator and the employee and Union representative and/or steward shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the City Administrator, the employee and Union representative and/or steward. If no settlement is reached, the City Administrator shall give the Employer's written answer to the employee within five (5) working days following the meeting.

Step 3 If the grievance is not settled in Step 2 and the employee desires to appeal, it shall be referred by the employee in writing to the Labor Relations Committee within ten (10) working days after the City Administrator's answer in Step 2. A meeting or discussion between the Labor Relations Committee and the employee and Union representative and/or steward shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced in writing and signed by the Chairman of the Labor Relations Committee, the employee and Union representative and/or steward. If no settlement is reached, the Labor Relations Committee shall give the Employer's written answer to the employee within five (5) working days following the meeting.

Step 4 If the grievance is not settled in Step 3 and the Union desires to appeal, it shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The Employer and Union shall endeavor to select a mutually-acceptable arbitrator to hear and decide the grievance. If the Employer and the Union are unable to agree on an arbitrator, the Union shall request from the Commissioner of the Bureau of Mediation Services, the State of Minnesota, a list of five (5) names within ten (10) working days following receipt of the Employer's answer in Step 3. The parties shall alternately strike names from a list of

five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

7.5 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 specific time limit or any agreed upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the employee 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, except the time limit for filing the grievance, may be extended by mutual written agreement of the Employer and employee in each step, which extension shall not be unduly withheld by either party. The term "working days" shall mean the days Monday through Friday, excluding holidays.

7.6 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 Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. 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 and regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer 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 record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

- 7.7 CHOICE OF REMEDY. If, as a result of the written Employer's response in Step 3, the grievance remains unresolved, and if the grievance involved the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the Union and aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. If a court of competent jurisdiction rules contrary to Board of Governors, or if Board of Governors is judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE 8 - DEFINITIONS

- 8.1 Union: AFSCME Council No. 65, Local 559, General Unit.
- 8.2 Employer: The City of Willmar.
- 8.3 Union Member: A member of AFSCME Council No. 65, Local 559, General Unit.
- 8.4 Employee: A member of the exclusively recognized bargaining unit.
- 8.5 Probationary Employee: Employee who has not completed the probationary period.
- 8.6 Regular Employee: Employee who has completed the probationary period.
- 8.7 Seniority: Length of continuous service with the Employer.
- 8.8 Base Rate: The employee's pay rate exclusive of any special allowances or longevity.
- 8.9 Severance Pay: Payment made to an employee pursuant to 19.4.
- 8.10 Overtime: Work performed at the express authorization of the Employer in excess of either eight (8) hours within a twenty-four

(24) hour period (except for shift changes) or more than forty (40) hours within a seven (7) day period.

- 8.11 Compensatory Time: Time off the employee's regularly scheduled work schedule with pay, that is in lieu of cash overtime.
- 8.12 Call Back: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of an early report to an assigned shift is not a call back.
- 8.13 Strike: Consented action in failing to report to duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or rights, privileges or obligations of employment.

ARTICLE 9 - WORK SCHEDULES

- 9.1 The sole authority in work schedules is the Employer. The normal work day for an employee shall be eight (8) hours. The normal work week shall be forty (40) hours.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the normal 8:00 a.m. to 4:30 p.m. day. The Employer will give two hours advance notice to the employees affected by the establishment of work days different from the employees' normal eight (8) hour work day unless an emergency exists.
- 9.3 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, or breakdown of equipment or facilities, no advance notice need be given. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours; however, such employee has an obligation to work overtime or call backs if requested.
- 9.4 Services to the public may require the establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 9.5 All employees shall receive two (2) fifteen (15) minute rest periods at each eight (8) hour shift at times designated by their supervisor.

ARTICLE 10 - OVERTIME PAY

- 10.1 Hours worked in excess of eight (8) hours within a twenty-four (24) hour period (except for shift change) or more than forty (40) hours within seven (7) day period will be compensated for one and one-half (1 1/2) time actual work time.
- 10.1.1 Compensatory time is to be used during slack periods when it will not jeopardize the service, and subject to the approval and direction of the supervising authority; when requested by the employee, limited amounts of compensatory overtime may be granted for the convenience of the employee, provided it is approved by the supervisor. Compensatory overtime may be banked up to a maximum of eighty (80) hours by mutual agreement.
- 10.2 Overtime pay shall start after eight (8) hours on the job in a twenty-four (24) hour day. Employees will not be required to leave after an early eight (8) hour shift for the purposes of avoiding overtime payment if there is sufficient work to be done which subsequently can be completed during the employee's remaining regular shift.

ARTICLE 11 - CALL BACK

An employee called in for work at a time other than his normal scheduled shift will be compensated for the minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base pay rate.

ARTICLE 12 - DISCIPLINE

The Employer will discipline employees who have completed the required probationary period only for just cause.

ARTICLE 13 - SENIORITY AND LAYOFF

- 13.1 Seniority shall be defined as an employee's length of continuous service with the Employer since the employee's last date of hire. An employee's continuous service record shall be broken only by separation from service by reasons of resignation, discharge for cause, retirement, death, absence from work for three days without notification to the Employer or failure to return when recalled from a layoff.
- 13.2 The Employer shall provide fourteen (14) days written notice of layoff. In the event of a layoff within a department, employees will be laid off beginning with the least senior, provided all temporary and seasonal employees within the bargaining unit have been laid off

first and except where more senior employees do not meet the minimum qualifications to perform the work involved.

- 13.3 A displaced employee may bump the least senior employee in another department provided that the senior employee meets the minimum qualifications to perform the work involved.
- 13.4 Notice of recall shall be by certified mail to the last mailing address which the employee has furnished to the Employer. The recalled employee must respond and report to work within ten (10) calendar days of notice of recall. An offer of recall returned by the Post Office shall constitute refusal of the recall offer. Failure to respond on time to a recall shall constitute refusal of the offer.
- 13.5 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 immediate ability to perform the work of the position. Refusal or failure to accept recall for a position for which the employee meets the minimum qualifications shall terminate all right to recall.
- 13.6 Recall rights shall cease one (1) year after an employee is laid off and thereupon such employee shall be deemed separated from employment and shall have no further recall rights.

ARTICLE 14 - PROBATIONARY PERIODS

- 14.1 All newly hired or rehired employees will serve a six (6) month probationary period. In the event an employee is off work for a period of thirty (30) days or more during the probationary period, the probationary period may be extended to six full months of actual work.
- 14.2 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer.
- 14.3 All employees will serve a six (6) month probationary period in any job classification in which the employee has not served a probationary period.
- 14.4 At any time during the probationary period a promoted or reassigned employee may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer at his/her former rate of pay.

ARTICLE 15 - SAFETY

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner.

ARTICLE 16 - JOB POSTING

- 16.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit shall be filled based on the concept of promotion from within provided that applicants:
- A. Have the necessary qualifications to meet the standards of the job vacancy; and
 - B. Have the ability to perform the duties and responsibilities of the job vacancy.
- 16.2 Employees filling a higher job class based on the provisions of this Article shall be subject to the conditions of Article 14 (Probationary Period).
- 16.3 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities, and experience.
- 16.4 The Employer at its sole discretion may elect to give first consideration to employees for inter-departmental transfer or in hiring to fill vacancies outside of the bargaining unit.
- 16.5 Temporary positions created by the need to fill leaves of absence and projected to exist more than thirty (30) days, shall be posted within the bargaining group.

ARTICLE 17 - HOLIDAY LEAVE

- 17.1 All regular employees shall be granted the following Holidays off with pay:
- | | |
|-------------------------|--------------------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr. | 3rd Monday in January |
| President's Day | 3rd Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | 1st Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4 th Thursday in November |
| Day after Thanksgiving | 4 th Friday in November |
| Christmas Day | December 25 |
- 17.2 Any scheduled holiday falling on Saturday will be celebrated the preceding Friday. A scheduled holiday falling on Sunday will be celebrated the following Monday.
- 17.3 Regular employees who work on a paid holiday shall be paid one and

one-half (1 1/2) times their regular straight time hourly rate for all such hours worked and in addition shall have the option of receiving holiday pay or the next regular scheduled work day off in lieu of said holiday pay.

- 17.4 An employee must be on pay status the last scheduled work day before and the first scheduled work day following a holiday in order to be eligible for holiday pay.

ARTICLE 18 - VACATION LEAVE

- 18.1 Full-time employees shall be eligible for vacation leave except that no new employee shall be allowed to use vacation until after completion of the probationary period.

- 18.2 Full-time employees shall accrue vacation leave based on compensated hours according to the following schedule:

A. From the beginning of continuous employment through five years of continuous employment, each employee shall accrue and be granted vacation at the rate of ten (10) working days eighty (80) hours per year.

B. From the beginning of the next (6th) year and on through the 20th year, each employee shall accrue and be granted vacation at the rate of one additional day for each year of service to a maximum of 25 days (200 hours) for 20 years of service according to the following schedule:

5 years	-	10 days	(80 hours)
6 years	-	11 days	(88 hours)
7 years	-	12 days	(96 hours)
8 years	-	13 days	(104 hours)
9 years	-	14 days	(112 hours)
10 years	-	15 days	(120 hours)
11 years	-	16 days	(128 hours)
12 years	-	17 days	(136 hours)
13 years	-	18 days	(144 hours)
14 years	-	19 days	(152 hours)
15 years	-	20 days	(160 hours)
16 years	-	21 days	(168 hours)
17 years	-	22 days	(176 hours)
18 years	-	23 days	(184 hours)
19 years	-	24 days	(192 hours)
20 years	-	25 days	(200 hours)

C. Vacation leave will be prorated for part-time employees.

- 18.3 Vacation leave will be accrued to a total not to exceed 240 hours at all vacation steps and may be taken, pursuant to departmental policy and regulations in the month subsequent to its accrual. Employees shall use vacation leave in amounts of not less than 30 minutes or even multiples thereof. An employee who has accumulated more than

the amount of vacation that employee is eligible to accrue annually pursuant to Section 18.2 (B) shall utilize vacation annually in at least one block of 40 hours. The balance of accumulated vacation may be utilized in not less than 30 minute increments or even multiples thereof.

- 18.4 In the event an employee's services are terminated in good standing, said employee shall be paid for accumulated vacation hours to a maximum of 240 hours on or about the terminating date, provided that the employee has given two weeks notice of termination. Employees who voluntarily terminate or who are terminated by the Employer prior to the completion of the probationary period, shall not be eligible for termination vacation pay.
- 18.5 Vacation requests shall be considered on the first notice by seniority basis until May 1 of each year; after May 1 requests shall be on a first notice basis.
- 18.6 In the event of an emergency, the Department Head may cancel or interrupt any vacation or compensatory time scheduled for an employee.
- 18.7 Employees who have accumulated a total of at least 120 vacation hours may cash in 40 hours of vacation one time per year when using 40 consecutive hours of vacation as long as the employee retains a minimum of 40 hours of vacation. In order to receive payment for 40 hours of vacation pay, the employee must notify the Employer of the desire to exercise this option no later than November 1st of the calendar year. The Employer will verify that the employee has the appropriate balance of vacation time and has taken 40 consecutive hours of vacation or has 40 consecutive hours of vacation time scheduled and approved for the remainder of the calendar year (November 1 through December 31). The Employer will issue all vacation pay with the first regular payroll after receipt of the employee request.

ARTICLE 19 - SICK LEAVE

- 19.1 All regular employees shall be granted one day (8 hours) of sick leave with pay for each month of service; unused sick leave to an employee's credit shall be cumulative from one year to the next to a total of nine hundred sixty (960) hours. After the nine hundred sixty (960) hour maximum sick leave accumulation has been reached, for each day (8 hours) earned per month thereafter, one half (1/2) day (4 hours) shall be credited to a deferred sick leave bank to a

maximum of one hundred sixty (160) hours, which can be used only after the original 960 hours are depleted. The nine hundred sixty (960) hour accrual must be maintained before any credits can be put into the deferred bank. A doctor's certificate may be required for sick leave of three (3) days (24 hours) or more. Sick leave will be prorated for part-time employees. Employees may use accumulated sick leave during the probationary period.

- 19.2 Sick leave may be used up to three (3) days (24 hours) per incident in the case of acute sickness, emergency, or accident in the employee's immediate family, as defined in Section 20.1.
- 19.3 Employees receiving workers compensation benefits shall not be charged for any sick leave and absences resulting from work-related accidents until ninety (90) days have expired from the date of the initial claim. At that point, in the event an employee is claiming both workers compensation and regular pay at the same time, the employee's regular pay less workers compensation shall be charged against the employee's sick leave. Any employee injured on the job shall be requested to make a complete report to his/her supervisor immediately.
- 19.4 Employees with ten (10) or more years of consecutive service with the Employer shall be granted, upon retirement, either by age or disability, or position abolishment, seventy-five (75%) percent of accumulated total sick leave not to exceed seven hundred twenty (720) hours based on the current rate of pay. Employees who terminate in good standing and have been employed ten (10) years = fifty (50%) percent; employed for fifteen (15) years = sixty (60%) percent; employed for twenty (20) years = seventy (70%) percent accumulated sick leave not including the bank hours, not to exceed seven hundred twenty (720) hours. In the event employees with at least seven (7) years of continuous service die while so employed, any accumulated sick leave benefits will be paid to his/her heirs.
- 19.5 Employees retiring during the term of this Agreement may opt to leave accumulated sick leave earnings in a special fund with the Employer. Said fund shall earn interest at a rate of six (6%) percent annually and the remaining principal balance and interest earnings shall be used to pay employee health insurance premiums until such time as the principal balance and any interest earnings are depleted, or at such time as the employee chooses to discontinue the program.

ARTICLE 20 - FUNERAL LEAVE

20.1 Regular employees shall be allowed up to three (3) working days leave paid for by the City at the employee's straight time rate for the purpose of attending a funeral of a member of the employee's immediate family. Funeral leave days will not be deducted from sick leave. The employee's immediate family is to be defined as father or father-in-law, grandfather, mother or mother-in-law, grandmother, sister or sister-in-law, brother or brother-in-law, spouse, children of either husband or wife, grandchildren, stepchildren and stepparents, or a member of the employee's own immediate household. It is understood that payment under the above provisions is only for a day or days when the employee was scheduled to work and would have worked except for the death of such relative.

ARTICLE 21 - JURY DUTY - COURT APPEARANCE

- 21.1 Upon approval of a Department Head, an employee may be granted a leave of absence with pay for service upon a jury, appearance before a court, legislative committee or other body as a witness in a proceeding involving the Federal Government, the State of Minnesota or a political subdivision thereof, in response to a subpoena or other direction by proper authority; or attendance at court in connection with his/her official duties.
- 21.2 Any employee serving on jury duty outside his/her normal work shift will work his/her regular schedule and will retain his/her full jury pay in addition to his/her regular pay.

ARTICLE 22 - MISCELLANEOUS

22.1 The job classifications covered by this Agreement and the minimum, maximum and intervening rates of pay applicable to each are set forth in "Attachment A" which is attached hereto and made a part of this Agreement. Compensation shall be paid on the basis of twenty-six (26) pay periods per year. Normally, newly hired employees shall be paid at the first step of the wage schedule and progress to the next step on their anniversary date of employment. However, new employees may be granted credit for applicable education, training and/or experience. Except in unusual circumstances, a newly hired employee's beginning rate of pay will not exceed the pay rate of any existing employee in the same job classification. Job classification

list will be reviewed for completeness and accuracy as to positions added or deleted and reclassified since ratification of last Agreement.

22.2 Employees move to the next step on their anniversary date of the change in classification.

Position Classifications Assigned to Ranges:

<u>Pay Grade</u>	<u>Classification</u>
1	City Hall Custodian
2	Open
3	Leisure Services Clerk; Arena Staff Clerk; Custodian Building Maintenance
4	Fire Department Clerk/Typist; Building and Equipment Maintenance Worker; Clerk Stenographer II; Accounting Clerk III;; Police Department Clerk/Secretary; Cable Access Technician; Secretary/Receptionist; Clerk Appraisal Assistant; Clerk Stenographer
5	WTP Operator; Appraiser II
6	Appraiser; WTP Lift Station Mechanic; WTP Maintenance Mechanic; Cable Coordinator; WTP Lab Technician; Engineering Technician; Airport Manager ; WTP Biosolids Coordinator; WTP Assistant Lab Technician/Safety Coordinator; Information Systems Technician; <u>Building Maintenance Supervisor</u> ;
7.	Building Inspector
8.	WTP Working Foreman; Building Official; Planner
9.	<u>Planner/Airport Manager</u>

22.3 Upon reclassification or promotion, an employee shall be placed on the minimum step of the new range or the step on the new range which will provide a four (4.0%) percent wage increase, whichever is greater. Reclassification does not change the employee's step increase date. A promotion to a higher salary grade will result in the employee's salary step increase date changing to the date of entry into the higher paid classification.

22.4 The Employer agrees to provide at the Employer's expense for all regular full-time employees and probationary employees under this Agreement, an insurance program for hospitalization and major medical coverage comparable with the plan under existence with the option of dependent coverage. For employees hired in 2012 and thereafter, the Employer shall contribute up to \$549 per month toward the cost of single coverage and up to \$1,302 per month toward

the cost of family coverage. Any additional costs shall be paid by the employee through payroll deduction. If the employee chooses family coverage, the Employer shall pay the following toward the cost of family coverage:

A. For 2012, the Employer will contribute up to \$1,302 toward the cost of family coverage. Any additional costs shall be paid by the employee through payroll deduction. For 2013 and annually thereafter for employees hired prior to 2012, the Employer will contribute fifty (50%) percent of the increase in cost of the monthly premium for family coverage under the basic plan. Any additional cost shall be paid by the employee through payroll deduction.

B. The Employer agrees to provide optional individual and dependent group health coverage under the Blue Cross/Blue Shield Aware Gold Plan. Enrollment shall be limited to the annual renewal date or at any open enrollment date sponsored by BC/BS. The cost of the optional health coverage shall be in addition to the base health plan cost sharing arrangement and will include the premium difference between the base plan and the Aware Gold plan being paid in full by the employee. In the event the Employer, for whatever reason discontinues its relationship with BC/BS, the option to subscribe to Aware Gold health coverage will no longer be available to employees.

22.5 The City will provide a VEBA plan as an additional option provided there is a minimum of at least ten (10) employees enrolled City wide.

22.6 The Employer will provide fifty thousand (\$50,000) dollar non-contributory life insurance and long-term disability insurance for each full-time employee, in accordance with current contract policy.

22.7 Employees at the Waste Treatment Plant will be assigned from Tuesday until the next Tuesday to a rotating standby schedule as established by the Plant Supervisor. One employee will be scheduled to standby from 4:30 p.m. on Tuesday until the following Tuesday, one week later at 8:00 a.m. It will be this employee's obligation to answer promptly any and all alarms received by him/her from the Plant during those hours between 4:30 p.m. and 7:00 a.m. for each day of the seven-day week for the standby schedule. The employee shall receive additional pay for each and every call-out at the applicable overtime rate for this employee in accordance with Article 11.

Standby duty pay for Wastewater Treatment Plant employees shall be three (3) hours per day or twenty-one (21) hours per week at his/her regular pay rate.

- 22.8 Any additional employees called out by the Supervisor that assist the standby employee shall be compensated on the normal basis of call-back with a minimum of two hours pay at the overtime rate as provided for in Section 11 of the contract.
- 22.9 Permanent part-time employees who work a minimum of twenty (20) hours per week shall receive full health insurance benefits. If the employee elects dependent coverage, the Employer's contribution shall be on a pro rata basis. Full employee coverage shall also extend to life insurance programs if allowed by policy underwriters. Vacation, sick leave and holiday leave computed on actual hours worked.

ARTICLE 23 - CHILD CARE AND FAMILY AND MEDICAL LEAVE

- 23.1 A child care leave of absence may be granted to a full-time employee who is a natural parent or an adoptive parent. Requests for such leave shall be in writing to the respective Department Head and subject to approval by the City Administrator. Leaves of absence pursuant to this provision shall not exceed four (4) months.
- 23.2 An employee requesting such leave shall submit a written request to the Department Head at least three (3) months in advance setting forth the proposed date of such leave.
- 23.3 Any employee who has been employed for at least one (1) year and who has worked for at least 1,250 hours during that time, shall be eligible for a leave of absence pursuant to the Family and Medical Leave Act. The terms of such leave shall be governed by the City's policy.

ARTICLE 24 - WAIVER

- 24.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 24.2 The parties mutually acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All

agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of the Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 25 - SAVINGS CLAUSE

25.1 This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Willmar. In the event any provision of this Agreement shall be contrary to law by 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 provision may be renegotiated at the written request of either party.

ARTICLE 26 - DURATION AND EFFECTIVE DATE

26.1 This Agreement shall be effective as of January 1, 2011, and shall remain in full force and effect to and including the 31st day of December, 2013, subject to the right on the part of the Employer or the Union to open this Agreement by written notice to the other party no later than October 1, 2013. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year to year.

26.2 In the event such written notice is given and a new Agreement is not signed before the expiration date of the old Agreement, then said Agreement is to continue in force until a new Agreement is signed. It is mutually agreed that the first meeting will be held not later than October 15, 2013, or as soon thereafter as possible, after the Employer or Union receives such notification. At this meeting, each side shall set forth the sections to be revised and the proposed provisions therein and/or any addition thereto. It is mutually agreed by both parties hereto that in event of such notice each article of this Agreement not referred to in such notice shall remain in full force and effect throughout the subsequent Agreement's year(s).

26.3 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of April, 2012.

CITY OF WILLMAR

AFSCME COUNCIL NO. 65
LOCAL 559, GENERAL UNIT



MAYOR



UNION REPRESENTATIVE



CITY ADMINISTRATOR



UNION STEWARD



UNION STEWARD

ATTACHMENT A

AFSCME-General

Grade	Step Year	1	2	3	4	5	6	7	8	9	10	11
		<u>Minimum</u>	<u>Year</u>	<u>Years</u>								
1	2011	10.95	11.38	11.87	12.32	12.79	13.31	13.64	13.99	14.34	14.70	15.07
	2012	11.06	11.49	11.99	12.44	12.92	13.44	13.78	14.13	14.48	14.85	15.22
	2013	11.23	11.66	12.17	12.63	13.11	13.64	13.99	14.34	14.70	15.07	15.45
2	2011	11.99	12.45	13.00	13.49	14.02	14.60	14.96	15.32	15.70	16.10	16.50
	2012	12.11	12.57	13.13	13.62	14.16	14.75	15.11	15.47	15.86	16.26	16.67
	2013	12.29	12.76	13.33	13.82	14.37	14.97	15.34	15.70	16.10	16.50	16.92
3	2011	13.11	13.63	14.19	14.74	15.34	15.95	16.36	16.76	17.18	17.61	18.06
	2012	13.24	13.77	14.33	14.89	15.49	16.11	16.52	16.93	17.35	17.79	18.24
	2013	13.44	13.98	14.54	15.11	15.72	16.35	16.77	17.18	17.61	18.06	18.51
4	2011	14.35	14.94	15.52	16.15	16.78	17.47	17.90	18.34	18.81	19.26	19.76
	2012	14.49	15.09	15.68	16.31	16.95	17.64	18.08	18.52	19.00	19.45	19.96
	2013	14.71	15.32	15.92	16.55	17.20	17.90	18.35	18.80	19.29	19.74	20.26
5	2011	15.71	16.36	17.01	17.69	18.41	19.14	19.60	20.10	20.60	21.13	21.64
	2012	15.87	16.52	17.18	17.87	18.59	19.33	19.80	20.30	20.81	21.34	21.86
	2013	16.11	16.77	17.44	18.14	18.87	19.62	20.10	20.60	21.12	21.66	22.19
6	2011	17.21	17.90	18.62	19.36	20.14	20.93	21.47	22.00	22.55	23.10	23.69
	2012	17.38	18.08	18.81	19.55	20.34	21.14	21.68	22.22	22.78	23.33	23.93
	2013	17.64	18.35	19.09	19.84	20.65	21.46	22.01	22.55	23.12	23.68	24.29
7	2011	20.42	21.25	22.11	22.98	23.92	24.84	25.48	26.14	26.76	27.44	28.14
	2012	20.62	21.46	22.33	23.21	24.16	25.09	25.73	26.40	27.03	27.71	28.42
	2013	20.93	21.78	22.66	23.56	24.52	25.47	26.12	26.80	27.44	28.13	28.85
8	2011	22.02	22.91	23.82	24.76	25.78	26.79	27.46	28.16	28.85	29.58	30.31
	2012	22.24	23.14	24.06	25.01	26.04	27.06	27.73	28.44	29.14	29.88	30.61
	2013	22.57	23.49	24.42	25.39	26.43	27.47	28.15	28.87	29.58	30.33	31.07
9	2011	25.68	26.71	27.78	28.89	30.05	31.25	31.56	31.88	32.2	32.52	32.85
	2012	25.94	26.98	28.06	29.18	30.35	31.56	31.88	32.20	32.52	32.85	33.18
	2013	26.33	27.38	28.48	29.62	30.81	32.03	32.36	32.68	33.01	33.34	33.68

0 % raise for 2011
 1 % raise for 2012
 1.5% raise for 2013