CONTRACT AND AGREEMENT

BETWEEN

THE CITY OF WILLMAR

AND

DEPARTMENT HEADS, SUPERVISORS AND CONFIDENTIAL EMPLOYEES

2010

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CONTRACT AND AGREEMENT

BETWEEN

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ARTICLE I: PURPOSE

1.1 The purpose of this Contract is to establish certain hours and other conditions of employment, to achieve and maintain sound, harmonious and mutually beneficial working and economic conditions, and to establish procedures for the resolution of disputes.

1.2 The Employer and the Employees, through this Contract, continue their dedication to the highest quality of public service, and both recognize this Contract as a pledge of this dedication.

ARTICLE 2: RECOGNITION

2.1 Department Heads, Supervisors and Confidential Employees include the following:

City Clerk-Treasurer
Finance Director
Police Chief
Public Works Director
Planning/Development Services Director
Fire Chief
Senior Technician
Waste Treatment Plant Superintendent
Recreation Supervisor (Sr. Center)
Police Captain
Assessor
Arena Operations Supervisor
Public Works Superintendent
Confidential Employees:
- Accounting Supervisor
- Admin. Assistant (Administrator)
- Admin. Assistant (Police Dept.)

Information Systems Coordinator
Assistant City Engineer

2.2 Other positions may be created, established, transferred or added to this section and included in this Contract by duly adopted resolution of the City Council.

ARTICLE III - GRIEVANCE PROCEDURE

3.1 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 Contract.

3.2 BARGAINING GROUP REPRESENTATIVES: The Employer will recognize representatives designated by the Bargaining Group (hereinafter referred to as "Group") as the grievance representatives of the Group having the duties and responsibilities established by this Article.

The Group shall notify the Employer in writing of the names of such representatives and of their successors when so designated.

3.3 PROCESSING OF A GRIEVANCE: It is recognized and accepted by the Group 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 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 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.

3.4 PROCEDURE. Grievances, as defined by Section 3.1, 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 representative 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 representative 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 representative. If no settlement is reached, the Department Head shall give the Employer's written answer to the employee and representative 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 representative 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 representative. 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 representative 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 representative. 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 employee 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 the employee shall endeavor to select a mutually-acceptable arbitrator to hear and decide the grievance. If they are unable to agree on an arbitrator, the employee shall request from the Director 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.

3.4.1 In the event that a grievance is filed by a Department Head or an employee that reports directly to the City Administrator, the first step in the grievance procedure will be with the City Administrator.

3.5 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.

3.6 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Contract. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the employee, 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 parties and shall be based solely on the arbitrator's interpretation or application of the express terms of this Contract and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by both parties 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.

3.7 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 III or a procedure such as Civil Service, Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article III, the 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 aggrieved employee from making a subsequent appeal through Step 4 of Article III.

ARTICLE IV: PROBATIONARY PERIODS

4.1 A newly hired Department Head will serve a probationary period at the discretion of the City Council. A newly hired Supervisor or Confidential Employee will serve a six-month probationary period.

4.2 With the exception of new hires in 4.1, a Department Head will serve a twelve-month probationary period in any job classification in which the Department Head has not served a probationary period. A Supervisor or Confidential Employee will serve a six-month probationary period in any job classification in which the Supervisor or Confidential Employee has not served a probationary period.

4.3 At any time during the probationary period referred to in 4.1, a newly-hired or rehired Supervisor or Confidential Employee may be terminated at the discretion of the City Administrator, and a newly hired or rehired Department Head may be terminated at the discretion of the City Administrator, subject to approval by the City Council.

4.4 At any time during the probationary period referred to in 4.2, a promoted or reassigned Supervisor or Confidential Employee may be demoted or reassigned to the Employee's previous position at the sole discretion of the City Administrator at his/her former rate of pay. Department Heads may be demoted or reassigned at the discretion of the City Administrator, subject to approval by the City Council.

ARTICLE V: HOLIDAY LEAVE

5.1 The following holidays shall be paid holidays for all Department Heads, Supervisors and Confidential Employees:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	
Christmas Day	December 25

5.2 A paid holiday falling on Sunday will be observed on the following Monday, and one falling on Saturday will be observed on the preceding Friday.

ARTICLE VI: VACATION LEAVE

6.1 Department Heads, Supervisors and Confidential Employees who have completed the probationary period referred to in Section 4.1 shall be granted vacations compensated according to the following schedule:

A. From the beginning of continuous employment through the fourth (4th) year of continuous employment, each Employee shall accrue and be granted vacation at the rate of ten (10) working days per year.

B. From the beginning of the fifth (5th) year and on through the ninth (9th) year of continuous employment, each Employee shall accrue and be granted vacation at the rate of fifteen (15) working days per year.

C. From the beginning of the tenth (10th) year and on through the fourteenth (14th) year of continuous employment, each Employee shall be granted vacation at the rate of twenty (20) working days per year.

D. From the beginning of the fifteenth (15th) year and thereafter, each Employee shall accrue and be granted vacation at the rate of twenty-five (25) working days per year.

6.2 If an Employee retires, resigns or is terminated without receiving the vacation due him or her that year, he/she shall be paid for such vacation, not to exceed twice their annual allotment of accumulated vacation, provided that if discharged such termination is not due to misconduct or dishonesty on the part of the Employee.

6.3 Each Department Head, Supervisor and Confidential Employee shall annually receive two (2) personal leave days. These days are to be taken when the Employee's workload permits and are not cumulative from year to year.

6.4 Employees shall be allowed to accumulate vacation and to have credited to them twice their annual vacation. Vacation may be taken in increments of one hour (minimum) to 25 working days (maximum). If 25 working days of vacation are used at one time, an Employee must work a minimum of two weeks before further vacation can be taken.

ARTICLE VII: SICK LEAVE

7.1 Department Heads, Supervisors and Confidential Employees who have completed the probationary period referred to in Subsection 4.1 shall be granted eight (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.

7.2 No Employee promoted to a Supervisor's position shall lose any sick leave accumulated to his/her credit because of such promotion.

7.3 Sick leave of up to three (3) days per incident may be used in the case of acute sickness, emergency or accident in the Employee's immediate family, as such term is defined in Subsection 8.1.

7.4 An Employee receiving worker's compensation benefits shall not be charged for any sick leave for absence resulting from the work-related accident. Any Employee injured on the job shall be expected to make a complete report to his/her Supervisor immediately. The City shall pay to such Employee the full salary and the Employee shall endorse any worker's compensation payments received and turn them over to the City's Financial Director; in lieu of this, the Employee may keep workers' compensation, advise the Financial Director and the Employee's salary will be reduced by the amount of the worker's compensation.

7.5 Employees with seven (7) or more years of consecutive service with the City shall be granted, upon termination of employment with the City, the cash value of the accumulated total sick leave; computed at last current salary at time of severance, in accordance with the following schedule: seven (7) years, seventy (70%) percent; eight (8) years, eighty (80%) percent; nine (9) years, ninety (90%) percent; ten (10) years, one hundred (100%) percent. In the event an Employee with at least seven (7) years continuous service dies while so employed, his/her heirs as designated under the PERA plan shall be entitled to an amount equal to the percent of accrued sick leave benefits that said Employee would have earned under the termination clause (payable at the time of Employee's death). Termination and/or death benefits shall be limited to 820 hours in 1992 and thereafter.

ARTICLE VIII: FUNERAL LEAVE

8.1 Employees may be allowed up to three (3) working days paid leave at the Employee's straight time rate in the event of death of a member of the Employee's immediate family. Such funeral leave will not be

deducted from sick leave. The Employee's immediate family is defined as father or father-in-law, grandfather, mother or mother-in-law, grandmother, grandchildren, sister or sister-in-law, brother or brother-in-law, spouse, children of either husband or wife, stepchildren or 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 IX: JURY DUTY (COURT APPEARANCE) OR MILITARY DUTY

9.1 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 proceedings 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 in court in connection with his/her official duties.

ARTICLE X: WORK SCHEDULE

10.1 The basic work week for Department Heads, Supervisors and Confidential Employees shall be forty (40) hours, and they shall be paid on the basis of job performance. These Employees are given reasonable freedom in their hours and have no rigid work hours or work weeks except their hours shall be such as to best supervise their employees and to insure satisfactory job performance. There will be no overtime pay for Department Heads, Supervisors or Confidential Employees; and the work week of Supervisors and Confidential Employees shall be subject to the approval of his/her Department Head. Employees may wish to verify or confirm additional work beyond 40 hours per week on official business (e.g. Council meetings, committee meetings, etc.) for their own purposes.

10.2 The pay period system will provide twenty-six (26) pay periods per year with concurrent adjustments of accrued benefits.

10.3 Layoffs and promotions - seniority of an Employee shall be the governing factor with reference to layoffs. The Employer and the Employees agree that permanent job vacancies within the designated bargaining unit shall first be filled based on the concept of promotion from within provided that applicants:

1. Have the necessary qualifications to meet the standards of the

job vacancy; and

2. Have the ability to perform the duties and responsibilities of the job vacancy.

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

10.4 Special Leave - any Department Head, Supervisor or Confidential Employee who is mentally or physically incapacitated to perform his/her duties, or who for any stated reason considered good by the City Administrator finds it necessary to absent himself/herself from his/her duties, may on written request approved by the City Administrator, be granted special leave of absence without pay for a period not to exceed one year. Such request shall be submitted in writing stating the reason why such absence is desired and the date of his/her return. The Department Head, Supervisor or Confidential Employee granted a special leave shall be hired in the same position as he/she held when the special leave was granted. Special leaves may be reviewed after one year by the City Administrator and if mutually agreed upon by both parties, an extension may be granted.

10.5 Reinstatement - any Department Head, Supervisor or Confidential Employee who has been given a special leave of absence or layoff in accordance with this Contract shall be eligible for reinstatement to positions of the same class and grade as the position from which the leave of absence or layoff took place.

ARTICLE XI: HOSPITAL AND INSURANCE

11.1 The City of Willmar agrees to provide all Department Heads, Supervisors and Confidential Employees with an insurance program including hospitalization and major medical coverage comparable to what now is in existence. If the Employee chooses dependent coverage, the Employee shall pay the first $90.00/month and any additional premium for dependent coverage shall be paid by the Employer.

11.2 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.

11.3 The Employer agrees to pay for a long-term disability program for such Employees comparable to what is now in effect.

11.4 If a Department Head, Supervisor or Confidential Employee retires,

the City will permit the Employee to make monthly contributions to the City and remain a member of the existing health insurance group until age 65. The Employee will be responsible for paying the premium. As an option for payment of said health insurance premium, the Employee may elect at the time of retirement to establish with the City a health insurance premium payment fund made up of any or all cash value of the Employee's accrued sick leave fund pursuant to Article 7.5 of this Contract. The Employee's fund shall be credited for interest earned at a rate of 6 percent of year-end balance.

11.5 The Employer agrees to pay for a $50,000 life insurance program for the Department Heads, Supervisors and Confidential Employees. The Employer will provide additional term life insurance solely at employee cost, subject to individual participation approval by the insurance carrier.

11.6 If there is sufficient participation interest within the City, the Employer will provide the options for a dental insurance program solely at employee cost.

ARTICLE XII: SAFETY (LAWSUIT)

12.1 The City shall provide through insurance coverage or otherwise, defense, necessary legal expenses and other costs for an Employee against whom a claim is made or a lawsuit is commenced which is based upon the conduct of the Employee acting in the course of his/her employment.

ARTICLE XIII: COMPUTING SALARIES

13.1 For the purpose of computing salaries for a period of less than one month, the annual rate shall be divided by 2080 hours and the result shall be multiplied by the actual hours worked. Annual salaries for the duration of this Contract are set forth in Exhibit A.

13.2 Salary adjustments may be approved during the Contract year when an Employee is assigned major new responsibilities on his/her job description. When job duties are assigned which would be greatly different and the Employee assumes major new responsibilities, the City Council shall review this matter at the time a major change is made in the job description for the Employee and the salary adjustment made when the Employee assumes the new major responsibilities.

ARTICLE XIV: PAY EQUITY

14.1 The City of Willmar adopted a Pay Equity Plan on April 1, 1987. The Plan calls for the establishment of salaries based on an evaluation of position classification by job value.

ARTICLE XV: SALARY PROGRESSION

15.1 Step increases shall be made available to members of the group based on uniform performance evaluation model. Department Heads shall conduct annual evaluations of First Line Supervisors and Confidential Employees. The City Administrator shall evaluate Department Heads. Step increases for First Line Supervisors and Confidential Employees will be recommended by the Department Head to the City Administrator for final approval. Step increases for Department Heads will be approved by the City Administrator.

15.2 Step Increases: Employees whose base salary is below the midpoint of the City-adopted pay range shall receive a four (4%) percent increase on the base salary if the employee's performance, as determined by the Employer, is satisfactory. Employees whose base salary is above the midpoint of the City-adopted pay range shall receive a one and one-half (1 ½%) percent increase on the base salary if the employee's performance, as determined by the Employer, is satisfactory. Step increases shall be effective on the employee's position anniversary date.

ARTICLE XVI: RECLASSIFY POSITION CLASSIFICATIONS

16.1 The Employer reserves the right to reclassify position classifications as identified in Exhibit A to reflect changes in job responsibilities.

ARTICLE XVII: CLOTHING ALLOWANCE

17.1 The City shall annually provide a clothing allowance to the Police Chief (electing to wear a uniform), Police Captain, and Fire Chief up to $650.00. The allowance will be based on a voucher system under the direction of the Department Head and subject to a list of items issued by the Department Head or may be paid in a lump sum for the year subject to the condition that if an employee terminates employment during the year after receiving a lump-sum payment, said employee will repay the City on a pro rata basis. If necessary, the Department Head has the authority to order the employee to replace

his/her uniform or parts thereof.

The initial uniform shall consist of:

Parka	1	Trousers	2
Cap (winter)	1	Leather Goods	
Cap (summer)	1	Breast and Cap Badge	1
Jacket	1	Set of Hand Cuffs (Captain)	1
Shirts (winter)	2	Hand Gun (Captain)	1
Shirts (summer)	2	Name Tag	1

ARTICLE XVIII: DEFERRED COMPENSATION

18.1 The Employer agrees to participate with the employees in a deferred compensation program. Employer agrees to provide a matching contribution of 100 percent not-to-exceed $2,000.

ARTICLE XIX: VEHICLE ALLOWANCE/ASSIGNMENT

19.1 Department Directors shall receive a vehicle allowance of $350.00 per month, except those Directors who are assigned vehicles for business use. Assigned vehicles may be used to and from work.

ARTICLE XX: DURATION

20.1 This Contract shall be in full force and effect commencing January 1, 2010, through December 31, 2010, and shall automatically be renewed from year to year thereafter unless the City or Department Heads, Supervisors and Confidential Employees desire to modify or terminate these rules.

ADOPTED: November 2, 2009

DEPARTMENT HEAD, SUPERVISORS AND CONFIDENTIAL EMPLOYEES GROUP:

CITY OF WILLMAR:

CITY ADMINISTRATOR

MAYOR