

**LABOR AGREEMENT BETWEEN
THE CITY OF ELKO NEW MARKET
AND
AFSCME Council 5,
Local 2440**

January 1, 2015 through December 31, 2016

ARTICLE I. Purpose of Agreement

This Agreement is entered into between the City of Elko New Market, hereinafter called the Employer, and Local No. 2440, Council No. 5 of the American Federation of State, County, and Municipal Employees; AFL-CIO, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Place in written form the parties' agreement on terms and conditions of employment for the duration of this Agreement;
- 1.2 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 under Minnesota Statutes, Section 179.71, Subd. 3 in an appropriate bargaining unit as certified by the Bureau of Mediation Services on July 2, 2009, BMS Case No. 09PCE0979 and described as:

All clerical, technical and administrative employees of the City of Elko New Market, Elko New Market, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding essential employees, confidential employees and public works employees.

- 2.2 In the event that the Employer and Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation for determination.
- 2.3 On-Call/Intermittent employees are not included in the bargaining unit.

ARTICLE 3. Definitions

- 3.1 Union. Local 2440, Council No. 5, American Federation of State, County and Municipal Employees.
- 3.2 Employer. The City of Elko New Market.
- 3.3 Union Member. A member of AFSCME Local 2440, Council No. 5, of the American Federation of State, County and Municipal Employees.
- 3.4 Employee. A member of the exclusively recognized bargaining unit.

- 3.5 Regular Employee. An employee who is regularly scheduled for a set number of hours per week. The work he or she performs is of an on-going nature. However, nothing in this definition grants a regular employee a vested right to a defined number of hours or continued employment.
- 3.6 Regular Full-Time Employee. An employee in a classified bargaining unit position who is regularly scheduled to work forty (40) hours per week and has successfully completed the probationary period.
- 3.7 Regular Part-Time Employee. An employee in a classified bargaining unit position who is regularly scheduled to work at least fourteen (14) hours per week and less than forty (40) hours per week and has successfully completed the probationary period.
- 3.8 Temporary Employee. An employee who is not in a classified bargaining unit position because the employment is limited by duration or a specific project or task not to exceed one (1) year.
- 3.9 On-Call/Intermittent. All employees who are not classified as Regular Full-time, Regular Part-time or Temporary employees. On-call/Intermittent employees perform work of a non-continuous or irregular nature where the work schedule cannot be predicted in advance. On-call/intermittent employees are not included in the bargaining unit.
- 3.10 Base Pay Rate. The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 3.11 Business Days. Calendar days excluding Saturdays, Sundays and legal holidays as defined by Minnesota Statutes.
- 3.12 Grievance. A dispute or disagreement as to the interpretation of the specific terms and conditions of this Agreement.
- 3.13 Days. Except as indicated otherwise in the Agreement, all references to days are calendar days.
- 3.14 Overtime. Work performed at the express authorization of the Employer in excess of forty (40) hours within a seven (7) day period.
- 3.15 Callback. Return of an employee to a specified worksite to perform assigned duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not considered a callback.

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, race, color, creed, national origin or political affiliation, physical disability or receipt of public assistance or any other statutorily protected

class. The Union shall share equally the responsibility for applying the provision of this Agreement.

ARTICLE 5. Union Security

In recognition of the Union as the exclusive representative, the Employer shall:

- 5.1 Deduct from each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction; provided the Union requests such deductions and accompanies such requests with properly and legally executed assignments authorizing such deductions in accordance with applicable law.

The Union will inform the Employer as to the amount of membership dues, which amounts, will not change more than once per calendar year. Dues shall commence the pay period following notification by the union.
- 5.2 Remit such deduction to the appropriate designated officer of the Union.
- 5.3 The Union shall certify to the Employer, in writing, the current rate of regular dues to be withheld.
- 5.4 Any "fair share" fee deducted shall be withheld in accordance with Minnesota law.
- 5.5 The Union may designate one employee from the bargaining unit to act as steward and shall inform the Employer in writing of such choice.
- 5.6 The Employer agrees to allow the steward a reasonable amount of time off for the purpose of bargaining and processing grievances on behalf of employees with prior notice to the Employer and a determination by the Employer that work needs permit such interruption. The Employer must approve the time off. The steward shall notify the Employer upon their resumption of work.
- 5.7 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 5.8 The Employer shall make space available on the Employer's bulletin board for the posting of Union meeting notice(s) and announcements and to make space available for Union meetings when it does not conflict with the operation of the Employer and for announcements that do not involve partisan issues.

ARTICLE 6. Employer Security

- 6.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow down, other interruption of or interference with the normal functions of the Employer.
- 6.2 Any employee who engages in a strike may have their appointment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the employee.
- 6.3 An employee who is absent from any portion of the employee's work assignment without permission, or who abstains wholly or in part from the full performance of the employee's duties without permission from the employee's 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.
- 6.4 An employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or re-appointed or employed or re-employed, but the employee shall be on probation for two (2) years with respect to such civil service status, tenure of employment, or contract of employment, as the employee may have theretofore been entitled.
- 6.5 No employee shall be entitled to any daily pay, wages or per diem for the days on which the employee engaged in a strike.
- 6.6 Nothing in this article is intended to prohibit Employee's from exercising their rights under PELRA.

ARTICLE 7. Employer Authority

- 7.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 7.2 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.
- 7.3 The Union recognizes the right and authority of the Employer to operate and manage its affairs in all respects in accordance with its management rights, existing and future laws and regulations of the appropriate authorities. The rights or authority which the Employer has not officially abridged, delegated or modified by the Agreement are retained by the Employer.

- 7.4 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 8. Seniority

- 8.1 Seniority shall terminate when an employee is separated from employment.
- 8.2 Seniority shall not accrue under the following conditions:
- a. During a period of layoff;
 - b. During a period of unpaid leave of absence other than military leave or other applicable law; or
 - c. During a period in which the employee is on strike.
- 8.3 In the event it become necessary to lay off employees for any reason, employees within a given job classification shall be laid off in inverse order of their seniority in the following order:
- a. Probationary Part-time Employees
 - b. Probationary Full-time Employees
 - c. Regular (*part-time and full-time*) Employees.
- 8.4 An employee about to be laid off shall have the right to bump (displace) any employee in a lower classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped.

To exercise the right of bumping, in lieu of layoff, the employee must notify the Employer, in writing, of such election, which must be received or postmarked no later than five (5) calendar days after receiving notice of layoff. The Employer shall notify the employee in writing of the exact location of the position to be bumped into.

- 8.5 An employee's right to recall to the same job classification shall exist for six (6) months after the employee's last date of layoff. Failure to return to work within ten (10) calendar days of notice of recall shall terminate all right to recall. Notice of recall shall be in the form of a registered letter sent to the employee's last address on file with the Employer. It shall be the employee's duty to notify the Employer of any address change. Refusal or failure to accept recall for a position for which the employee on layoff is qualified shall terminate all right to recall.

ARTICLE 9. Probationary Periods

- 9.1 All newly hired or rehired employees will serve a twelve (12) month probationary period (which does not include time spent on a leave of absence except as may be required by law). The Employer may extend this probation for an additional three (3) months.
- 9.2 Employees transferred or promoted to a new position within the Employer shall serve six (6) month probation in the new position. The Employer may extend this probation for an additional six (6) months upon written agreement by the Union.
- 9.3 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the Employer without such discharge being a violation of this Agreement and such termination is not a proper subject for Article 14 (Grievance Procedure).
- 9.4 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. In this instance, any employee hired into the vacancy may be terminated by the Employer without it being a violation of any of the provisions of this Agreement.

ARTICLE 10. Work Schedules

- 10.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week or of a minimum or maximum number of work hours.
- 10.2 Work shifts, work breaks, staffing schedules and the assignment of employees thereto shall be established by the Employer. The sole authority in work scheduled is the Employer.
- 10.3 The normal work-day hours shall be scheduled between the hours of 7:00 A.M. and 5:00 P.M.
- 10.4 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 7:00 a.m. to 5:00 p.m. day.
- 10.5 Service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays. For regular employees hired prior to January 1, 2010 regularly scheduled workweeks shall be Monday through Friday.
- 10.6 The Employer will give a thirty (30) day advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day.

- 10.7 The assignment of overtime shall be at the discretion of the Employer. Employees must receive prior authorization from the employee's immediate supervisor before working any overtime, except in cases of emergency.
- 10.8 In the event that work is required because of unusual circumstances or an emergency, 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, each employee has an obligation to work overtime, including weekends and holidays, if requested unless unusual circumstances prevent him/her from so working.
- 10.9 Nothing in this agreement shall prevent employees from voluntarily requesting a work-day or work-week schedule other than the normal.
- 10.10 Rest Breaks. There will be one (1) fifteen (15) minute rest period with pay for each four (4) hours worked and a thirty (30) minute unpaid lunch break at the midpoint of the shift for each six (6) hours of work. Breaks cannot be combined or used to delay the start of a shift or to leave early without prior approval by a Supervisor.
- 10.11 Call-Backs. An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension of or early report to an assigned shift is not a call back. Support coverage for regularly schedule evening meetings are not subject to call-back pay.

ARTICLE 11. Overtime Pay

- 11.1 Hours worked in excess of forty (40) hours within a seven (7) day period will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate.
- 11.2 At the sole discretion of the Employer, employees may take compensatory time off in lieu of overtime pay. The Employer may require an employee to utilize accrued and unused compensatory time off. Compensatory time off will be provided at the same rate as overtime pay. Compensatory time, if requested by the employee, must have prior approval of the Employer designated representative.
- 11.3 All work performed on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at two (2) times the employee's regular base pay rate. Hours worked over 4 hours on Christmas Eve Day shall be paid at two (2) times the employee's regular base pay rate.
- 11.4 Overtime will be distributed as equally as practicable within job classifications.
- 11.5 Neither the base rate specified in Appendix A nor overtime pay shall be pyramided, compounded, or paid twice for the same hours worked under any provision of this Agreement.

- 11.6 Employees may accumulate up to a maximum of sixty (60) hours of compensatory time. Any overtime beyond this maximum will be paid and the Employer reserves the right to pay out all accrued overtime on a yearly basis. For the purposes of computing overtime on a weekly basis, comp time will not be considered actual time worked for determining eligibility for overtime pay.

ARTICLE 12. Job Posting

- 12.1 The Employer has the right of final decision in the selection of employees to fill posted jobs based on qualifications, abilities and experience.
- 12.2 Job vacancies within the designated bargaining unit will be posted for five (5) working days so that members of the bargaining unit can be considered for such vacancies.

ARTICLE 13. Discipline

- 13.1 For the purpose of this Article, an employee shall be any regular employee having successfully completed the employee's probationary period.
- 13.2 The Employer will discipline employees only for just cause. Discipline does not need to be progressive.
- 13.3 Suspensions, demotions, or discharges will be in written form. Employees will receive a copy of such reprimands and/or notices.
- 13.4 Written reprimands and notices of suspension shall be read and acknowledged by signature of the Employee.
- 13.5 Oral and written reprimands may not be grieved past Step 2 of the grievance procedure. Documentation of oral reprimand may be placed in the Employee's file and shall be read and signed by the Employee.

ARTICLE 14. Grievance Procedure

- 14.1 Definition of a 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.
- 14.2 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.
- 14.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances 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 the 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. The designated supervisor will be notified when the steward or grievant employee(s) returns to the work station and resumes duties.

14.4 Procedure. Grievances, as defined by Section 14.1, shall be resolved in conformance with the following procedure:

Step 1. A written grievance shall be presented by the Union and discussed with the Employer designated representative. The Employer designated representative shall give the Union the Employer's Step 1 answer in writing within ten (10) business days after receipt of such Step 1 grievance. A grievance not resolved in Step 1 may be appealed to Step 2 within ten (10) business days following the Employer designated representative's final Step 1 answer. Any grievance not appealed in writing to Step 1 by the Union within ten (10) business days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer's designated representative. The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) business days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) business days following the Employer designated representative's final answer in

Step 3. A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to the Minnesota Bureau of Mediation Services unless there is mutual agreement to waive this step. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) business days following the Employer's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) business days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the rules as established by the State Bureau of Mediation Services.

14.5 Arbitrator's Authority.

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

- b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of the Agreement and to the facts of the grievance presented.
 - c. If the grievance is not covered by the express provisions of this Agreement, the arbitrator shall refer the grievance back to the parties without decision or recommendation.
 - d. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union providing that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.
- 14.6 Waiver. If a grievance is not presented within the time limits and procedural requirements set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union. If a grievance is not appealed in conformance with any of the procedural requirements in Section 14.4 or any agreed waiver of the requirements thereof, it shall be considered settled on the basis of the Employer's last answer.
- 14.7 Choice of Remedy. It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in this Agreement, shall not be considered grievances under this Agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. If the aggrieved employee(s) utilizes a procedure other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the employee utilizes this procedure, then the employee is precluded from appealing under another procedure. Employee may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

ARTICLE 15. Holidays

- 15.1 Except as otherwise provided hereunder, employees covered by this Agreement shall be granted uniformly an additional eight (8) hours pay per full holiday and four (4) hours pay per half-day holiday for the following recognized holidays:
- | | |
|-------------------------------|-----------------------------|
| New Year's Day | January 1 |
| Martin Luther King's Birthday | Third Monday in January |
| Presidents' Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Day after Thanksgiving Day | Fourth Friday in November |
| Christmas Eve Day | December 24 – 4 hours |
| Christmas Day | December 25 |
| New Year's Eve Day | December 31 – 4 hours |
- 15.2 Holidays occurring on Saturday will be observed on the preceding Friday and holidays occurring on Sunday will be observed the following Monday. When December 24th or 31st falls on a Friday, Thursday shall be designated as the Christmas Eve or New Year's Eve holiday. When December 24th or 31st falls on a Sunday, the preceding Friday shall be designated as the Christmas Eve or New Year's Eve holiday.
- 15.3 In order to be eligible for paid holidays, employees must work on the day before and the day after such holiday, unless:
- The employee's regular part-time or full-time schedule does not include the day before and/or the day after the holiday, or
 - The employee is on an annual leave or other paid leave, or
 - The employee is excused in advance by the City Administrator.
- 15.4 Regular part-time employees are paid for holidays on a pro-rated basis. For example, if an employee occupies a regular part-time position working thirty (30) hours per week, he or she will receive six (6) hours paid time off for each holiday.
- 15.5 When a recognized holiday falls on a working day during an employee's vacation, the day of the holiday will not be counted as a day of flex leave. An employee shall not be eligible for holiday pay during a leave without pay. When an employee is on paid administrative leave and receiving pay equivalent to their weekly pay, the employee will not be entitled to any additional pay exceeding the employee's regular weekly pay for holiday leave for a holiday that occurs during the period of administrative leave.

ARTICLE 16. Flex Leave

- 16.1 Employer shall provide employees with paid time off for vacation, illness and personal activities.

Only regular full-time and regular part-time employees generally scheduled to work thirty (30) or more hours per week on a year-round basis are eligible for Flex Leave.

Eligible part-time employees shall be entitled to Flex Leave consistent with this Section on a pro-rata basis.

- 16.2 Eligible full-time and part-time employees shall accumulate flex leave on a per pay period basis, based on the employee's years of service with Employer by Anniversary Date, in accordance with the following chart:

Years of Service	Annuals Accrual Rate	Annual Accrual Rate
	Hours	Days
1-5	168	21
6-10	200	25
11-15	234	29
16 and over	248	31

- 16.3 Flex Leave is accrued on a per pay period basis and may be used subsequent to the pay period in which it was earned. The accrual rate of employees working a nonstandard work schedule shall be determined by the City Administrator on a pro-rata basis. Employees who leave Employer's employment and who return shall be given credit for their prior years of service with the Employer determining their accrual rate. No leave may be taken prior to its accrual.

- 16.4 Use of Flex Leave is subject to the following:

An employee may use Flex Leave for any absence from work, e.g. vacation, sick, other. Flex Leave may be taken by one (1) hour increments.

Requests to use Flex Leave should be made to the City Administrator in accordance with the Employer's advance notice policy. Planned Flex Leave requires City Administrator approval.

An employee who must take Flex Leave for an unplanned absence, such as an illness, must contact the City Administrator as soon as possible, and preferably prior to the employee's start time. Unplanned absences will be approved by the City Administrator one day at a time.

Once an employee has no flex leave remaining in his/her account, all leaves will be unpaid.

16.5 If a regularly scheduled holiday falls during the use of accrued leave, it will not be considered use of an accrued leave day.

16.6 Accrued Flex Leave.

- a. Accrued flex leave will be eligible for conversion to a Health Savings Account (HSA) as a portion of the employee's contribution up to the amount of the statutory limit for the employee's type of coverage, subject to any limitations or prohibitions provided under State and Federal law and the following conditions: the employee may convert only accrued flex leave hours over the minimum balance of forty (40) hours. This minimum balance may be modified to reflect the Employer's minimum annual accrual rate in place at the time of the election. Payment will be based on the employee's current regular hourly rate on December 1, less required state and federal payroll deductions. The employee must make an election to convert hours for an HSA contribution during the month of December on an Employer application form. Conversion for an HSA contribution will occur in the second payroll of the following year. The conversion will be part of regular payroll and will not be paid as part of a separate check. For purposes of this provision, regular rate is the employee's straight time rate not including overtime, pay differentials or any other additions to regular pay.
- b. On the first day in January of each year, eligible employees may carry over the balance of their accrued Flex Leave up to one and one-half (1-1/2) times their annual Flex Leave accrual
- c. On the first day in January of each year, an Employee may receive pay in exchange for up to forty (40) hours of their annual Flex Leave accrual, provided the Employee maintains a minimum balance of forty (40) hours of Flex Leave. Payment will be based on the employee's current regular hourly rate on December 1 of the previous year, less required state and federal payroll deductions. No additional Flex Leave may be accrued.

16.7 Workers Compensation. An employee on leave and receiving Worker's Compensation shall be allowed to use a pro-rata portion of their flex leave in accordance with Employer Personnel Policies to supplement the Worker's Compensation benefits to the extent allowed by law. The combination of payment for flex leave hours and Worker's Compensation benefits may not exceed the employee's average salary or wages for the period of coverage.

16.8 Cash Out of Flex Leave Upon Termination.

- a. Employees with at least six (6) months of service shall, upon separation of employment with the Employer in good standing, receive pay for 100% of the employee's accrued Flex leave balance on the date of termination based on the rate of pay in effect for the employee on the date of termination. Employees will

be considered in good standing if a minimum of ten (10) days notice of termination is given with the exception being death of the employee.

- b. Employees separated prior to completing six (6) months of continuous and active service with Employer are ineligible for receipt of accrued flex leave.

ARTICLE 17. Part-Time Employees

- 17.1 Regular part-time employees who are appointed to a position that is regularly scheduled to work more than thirty (30) hours per week and less than forty (40) hours per week shall receive pro-rata flex leave in accordance with the Employer's personnel policies, as amended.
- 17.2 Regular part-time employees who are appointed to a position that is regularly scheduled to work less than thirty (30) hours per week shall not receive pro-rata flex leave.
- 17.3 Regular part-time employees will be eligible for step movement after working two thousand eighty (2,080) hours for the Employer.
- 17.4 Regular part-time employees will not accrue seniority except for purposes of flex leave accrual. For purposes of flex leave accrual, regular part-time employees will be considered to have a year of service after working two thousand eighty (2,080) hours for the Employer.

ARTICLE 18. Family Medical Leave

Employees shall be eligible for Family and Medical Leave (FMLA), in accordance with state and federal laws, and as administered by Employer's Personnel Policies, as amended.

ARTICLE 19. Funeral Leave

An employee is entitled to funeral leave in accordance with the funeral leave policy provided under the Employer's personnel policies, as amended.

ARTICLE 20. Job Safety

- 20.1 The Employer and the Union agree to jointly promote safe and healthful conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 20.2 The time an employee spends attending training, required by the Employer and approved by the City Administrator, shall be considered working hours for the purpose of computing wages and other benefits provided by this Agreement.

ARTICLE 21. Legal Defense

- 21.1 Subject to the limitation in Minnesota Statutes Chapter 466.04, the Employer shall defend and indemnify employees for damages, including punitive damages, claimed or levied against the employee, provided the employee: (1) was acting in the performance of the duties of the employee's position; and (2) was not guilty of malfeasance in office, willful neglect of duty, or bad faith.
- 21.2 The Employer shall not reimburse an employee for attorney's fees, court costs or other legal expenses in connection with the defense of a criminal charge.

ARTICLE 22. Wages

- 22.1 Effective January 1, 2015, employees will be compensated according to a step pay plan as outlined in Appendix A which reflects a market adjustment of 1.5% and a cost of living increase of 2.0%. Effective the first full pay period in 2016, the existing wage plan will increase by 2.5%.
- 22.2 Employees below the top step will move to the next step on the pay plan upon obtaining an overall satisfactory rating on their annual performance evaluation. This step increase will be effective on the beginning of the first full pay period following the employee's anniversary date. In the event that there is a rounding difference between the attached wage schedule and payroll, payroll shall govern. In no event may an employee move beyond the top step of the pay plan.
- 22.3 In no event may an employee exceed the maximum wage for the wage range.

ARTICLE 23. Insurance

- 23.1 The Employer agrees to provide Group health dental and life insurance plans for employees and their dependents covered under this agreement.
- 23.2 For each full-time employee, the Employer will contribute to the health insurance premiums and HSA accounts according to Appendix B.
- 23.3 Part-time employees working at least thirty (30) hours per week are eligible to participate in all of the Employer's insurance plans with a pro-rata contribution. Any remaining cost will be the sole responsibility of the enrolled employee and shall be payable through payroll deduction.
- 23.4 The Employer agrees to provide, at its cost, life insurance of \$15,000 for employees covered under this agreement and make available life insurance for dependents so long as such dependent policies remain available to the Employer at no added costs.
- 23.5 The Employer will provide at its expense a Long Term Disability insurance policy to employees eligible for such coverage in accordance with this Article and Appendix B.

- 23.6 The Employer will provide at its expense a Short Term Disability insurance policy to employees eligible for such coverage in accordance with this Article and Appendix B.

ARTICLE 24. Waiver

- 24.1 This Agreement shall represent the complete agreement between the Union and the Employer. 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 this 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 this Agreement for the stipulated duration of this Agreement.
- 24.3. Except as otherwise agreed to by both parties, 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 or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or 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

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


ARTICLE 26. Duration

This Agreement shall be effective as of January 1, 2015 through December 31, 2016.

In Witness Thereof, the parties have caused this agreement to be executed this 26 day of February, 2015.

CITY OF ELKO NEW MARKET

AFSCME COUNCIL 5, LOCAL 2440

BY: 
Robert Crawford, Mayor

Loretta Meinke,
Field Representative

BY: 
Sandra Green, City Clerk

APPENDIX A

2015 Salary Schedule

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Administrative Assistant	39,465.97	40,649.96	41,869.45	43,125.53	44,419.30	45,751.88	47,124.43	48,538.16
Deputy City Clerk	48,347.51	49,797.94	51,291.88	52,830.63	54,415.56	56,048.02	57,729.46	59,461.34

2016 Salary Schedule

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Administrative Assistant	40,452.62	41,666.20	42,916.19	44,203.67	45,529.77	46,895.68	48,302.54	49,751.62
Deputy City Clerk	49,556.20	51,042.89	52,574.17	54,151.40	55,775.94	57,449.22	59,172.70	60,947.88

APPENDIX B

Health and Dental Costs and Employer/Employee Contributions

A. For plan years 2015 and 2016, the City shall pay the following employer contributions to the health plan and the dental insurance plan:

Single	100% of the premium
Family	The City shall pay 85% of the total of health insurance to those who carry family coverage.

B. In addition to the premium contributions, the City shall pay the following into the employee's Health Savings Account for plan year 2015:

Single	\$1,227.26
Family	\$2,090.48

C. The City payments to the Health Savings Account will increase by 2.5% beginning January 1, 2016 to the following amounts:

Single	\$1,257.94
Family	\$2,142.74

D. The total amount that can be put into an employee HSA account is equivalent to the IRA limits on HSA accounts for the appropriate year.

E. Employees opting out of the City's health plan shall be reimbursed Two Hundred Fifty Dollars (\$250.00) per month for other health insurance. No reimbursement is provided for opting out of dental coverage.

**City of Elko New Market
Long Term Disability Plan**

Benefit Percentage	60%
Maximum Monthly Benefit	\$5,000
Elimination Period	90 days
Benefit Period	To Social Security Normal Retirement Age
Social Security Integration	Full Family
Own Occupation Def. of Disability	24 Months
Partial Disability Benefit	Yes
Return to work incentive	100% for first 12 Months; 70% thereafter
Minimum Monthly Benefit	\$100
Mental & Nervous Limitations	24 Months
Recurring Disability	6 Months
Pre-Existing Conditions	06/06/24
Survivor Benefit	3 Months
Contribution	Non-contributory

**CITY OF ELKO NEW MARKET
SCOTT COUNTY, MINNESOTA**

RESOLUTION NO. 15-13

**RESOLUTION AUTHORIZING EXECUTION OF THE 2015-2016 LABOR
AGREEMENT BETWEEN THE CITY OF ELKO NEW MARKET AND
AFSCME COUNCIL 5, LOCAL 2440**

WHEREAS, the Public Employees Labor Relations Act as amended requires that the City negotiate with the exclusive bargaining representative for groups of essential and non-essential employees; and

WHEREAS, AFSCME Council 5, Local 2440 represents the City of Elko New Market clerical, technical and administrative employees;

WHEREAS, negotiations have taken place between the City and Union which have resulted in an Agreement for 2015-2016 ("Agreement"); and


WHEREAS, the employees who make up the clerical, technical and administrative employee bargaining unit have ratified the Agreement; and

WHEREAS, the Agreement becomes effective on January 1, 2015.


NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elko New Market that the Agreement between the City of Elko New Market and the AFSCME Council 5, Local 2440 for 2015 – 2016 is hereby approved and that the Mayor and City Clerk are hereby authorized to execute the above referenced Agreement.

ADOPTED this 26th day of February, 2015, by the City Council of the City of Elko New Market.

CITY OF ELKO NEW MARKET


Robert Crawford, Mayor

ATTEST:


Sandra Green, City Clerk