

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF HERMANTOWN
AND
AFSCME CITY & COUNTY PUBLIC SERVICE UNION LOCAL 66

2019 - 2021

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AGREEMENT

By and Between

CITY OF HERMANTOWN

And

CITY & COUNTY PUBLIC SERVICES UNION LOCAL 66

This Agreement is made and entered into by and between the City of Hermantown, Minnesota, hereinafter referred to as the "Employer" and City & County Public Service Union Local 66 as represented by Minnesota, AFSCME Council 5, hereinafter referred to as the "Union".

ARTICLE 1 - PURPOSE OF AGREEMENT

Section 1. This Agreement has as its purpose the promotion of harmonious relations between the Employer, its employees, and the Union, the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of disputes that may arise, without interference or disruption of efficient operation of the department; and the establishment of a formal understanding relative to all terms and conditions of employment.

Section 2. Whenever any words are used in this Agreement in the feminine gender, they shall also be construed to include the masculine or neuter gender in all situations when they would also apply; whenever any words are used in the singular, they shall also be construed to include the plural, in all situations they would so apply, and whenever any words are used in the plural, they shall also be construed to include the singular.

ARTICLE 2 - RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative under Minnesota Statutes 179A.03, Subd. 14, for all clerical employees of the City of Hermantown bargaining unit as certified by the Bureau of Mediation Services, Certification of Exclusive Representative, dated April 18, 1989, Case No. 89-PR-2190.

Section 2. In the event that a job classification is established by the Employer which it proposed should be excluded from the collective bargaining agreement, it is agreed that in the event of controversy regarding said exclusion, the matter shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. The Employer retains the full and unrestricted right to establish policy as to the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel; and to perform any inherent managerial function not specifically limited by this Agreement.

ARTICLE 4 - UNION SECURITY

Section 1.

- A. The Employer agrees to cooperate with the Union in the deduction of regular monthly dues for those employees who request in writing to have regular monthly Union dues checked off by payroll deduction. The Employer agrees to remit such regular monthly dues, as determined by the Union, in a manner agreed to between the Union and the employer.
- B. 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 paragraph A of this Section.

Section 2. The Employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment.

Section 3. The Union may designate members to act as stewards or officers and shall inform the Employer of such choice and of any changes in stewards or officers in writing.

Section 4. The Employer agrees to make space available on the Employer's bulletin board for the posting of Union notice(s) and announcements and to make space available for Union meetings when it does not conflict with the operations of the City. The Union shall follow the same procedures as any other organization when setting meetings at City Offices.

Section 5. The Employer agrees to allow the officers and designated representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not interfere with the operations of the City.

Section 6. Fair Share Fee. All employees who are not members of the exclusive representative may be required by the exclusive representative to contribute a Fair Share Fee for services rendered by the exclusive representative as provided for in M.S. 179A.06, Subd. 3.

ARTICLE 5 - PROMOTIONS, VACANCIES & TRANSFERS

Section 1. All vacancies the City wishes to fill shall be posted for a five-day period. Employees wishing to be considered for such vacancies shall submit a written statement to that effect which shall include their qualifications for the vacant position. The Employer shall make a determination as to any employee's qualifications, ability according to the provisions of Section 2, below.

Section 2. Promotions. Promotions shall be defined as the employee's change to a classification which requires more responsible duties and is contained on a higher grade. Promotions shall be based on qualifications and ability and if all applicants are judged equal in qualifications and ability, current employees shall be considered first.

Section 3. Vacancies. Employees who qualify according to Section 2, above, shall be offered promotions to vacancies and newly created positions before new employees are hired.

Section 4. Transfers. Employees covered by this agreement may be eligible candidates for vacancies within clerical staff positions covered by this collective bargaining agreement. Employees who qualify under Section 2, above, shall be allowed to make lateral transfers before the employer hires outside the existing staff. When all employees applying for the vacancy are qualified according to Section 2, above, the most senior employee will be promoted or transferred.

ARTICLE 6 - EMPLOYER SECURITY

Section 1. Neither the Union, its officer or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignations, mass absenteeism, willful absence from one's position, the stoppage of work or the absence in whole or part from the full, faithful and or proper performance of duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment.

ARTICLE 7 - EQUAL APPLICATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to persons with disabilities, race, color, creed, sex, national origin, religion or political affiliation. This contract shall comply with the Americans With Disabilities Act. During the process to identify a reasonable accommodation, the employee has the right to have union representation, if he/she so chooses. The Union and the employees covered by this agreement shall share equally with

the Employer the responsibilities established by this article.

Section 2. The Employer shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not join the Union or participate in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement. The Union shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Union and will not discriminate against any employee in the administration of the Agreement because of non-membership in the Union.

ARTICLE 8 - SEPARABILITY AND SAVINGS CLAUSE

Section 1. This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Hermantown.

Section 2. If any Article or Section of the Agreement or of any riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. For the purpose of this Agreement, the term “grievance” means any dispute arising concerning the interpretation or application of the express provisions of this Agreement.

In the event of such grievance arising, there shall be no suspension of operations, but an earnest effort shall be made to resolve such grievances in a manner prescribed by this Agreement.

The Employer and the Union agree that the investigation and processing of grievances shall be accomplished during the normal workday, without a reduction in wages or loss of leave time to the aggrieved or the Union Steward while consistent with the employee

duties and responsibilities.

Section 2. Grievances, as defined in Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The Employer's designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievances, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar 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 Step 2 representative. The Employer's designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 or Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3. Upon mutual agreement between the parties a grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to the Bureau of Mediation Services for mediation. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer's final answer to Step 3 grievance mediation. In the event the parties are unable to agree to grievance mediation the grievance may be appealed to Step 4 within ten (10) calendar days of the Employer's answer in Step 2.

Step 4. A grievance unresolved in Step 2 or Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the following procedures: The matter may be referred by either party within five (5) days to arbitration. The Bureau of Mediation Services shall be called upon to submit a panel of five (5) neutral arbitrators. After said panel has been submitted to the parties by the Bureau of Mediation Services, the neutral arbitrator shall be selected by striking four (4) names, the first strike to be determined by drawing lots, the fifth remaining name

shall be the arbitrator. The decision of the arbitrator shall be final and binding on the Union, the City and any employee affected in a controversy so settled.

Section 3. Arbitrator's Authority. 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 on the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make decisions on any other issue not so submitted.

The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

The fees and expenses of 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.

Section 4. Time Limits Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employers 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 written agreement of the Employer and the Union in each step.

Step 5. Election of Remedies and Waiver. A party instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, or seeking relief through statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this article. Upon instituting a proceeding in other form as outlined herein, the employee shall waive the right to initiate a grievance pursuant to this article, or, if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived. This section shall not apply to actions to compel arbitration as provided in this agreement or to enforce the award of an arbitrator.

ARTICLE 10 - DISCIPLINE

Section 1. The Employer will discipline for cause only. Discipline will be in one or more of the following forms:

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

Section 2. Notices of suspension and/or discharge will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. The Union shall be provided with a copy of each such notice(s).

Section 3. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee shall receive a copy of such reprimand and/or notice.

Section 4. It is understood and agreed that in the event of a meeting which shall result in disciplinary action, that the affected employee shall be advised of their right to request that their Union Representative be present. For the purposes of this section, it is understood and agreed that the Union will advise the City of the local representative(s) who will serve in such a capacity.

Section 5. Discharges will be preceded by a five (5) calendar day suspension without pay.

Section 6. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 7. Grievances relating to discharge or suspension without pay may be initiated by the Union in Step 3 of the grievance procedure.

ARTICLE 11 - JOB SAFETY

Section 1. It shall be the policy of the Employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its every day responsibilities.

Section 2. It shall be the responsibility of all employees to cooperate in programs to

promote safety to themselves and the public and to comply with rules promulgated to insure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

ARTICLE 12- SENIORITY

Section 1. Definition. Seniority shall mean an employee's length of service with the Employer since her last date of hire. An employee's continuous service record shall be broken only by separation from service by reason of resignation, discharge for cause, retirement, death or layoff which exceeds one (1) year in duration. When two or more employees have the same seniority date, their position on the seniority list shall be determined by lot.

Section 2. Layoffs. When a reduction in the work force becomes necessary, the employee with the least seniority shall be the first laid off provided the remaining employees are qualified to perform the work available under limited supervision. The last employee laid off shall be the first to be recalled for work provided she is qualified to perform the available work under limited supervision. Limited supervision is defined as the supervision a competent qualified employee requires to perform the job.

Any employee recalled to work and accepting same shall be given five (5) calendar day advance notice in which to report to work. Registered mail will be used only in cases where the individual declines a telephone notification or cannot be reached by phone or other means. When the employee receives notice of recall, she must notify the City within a twenty-four (24) hour period following the receipt of such notice of her intention of accepting or rejecting recall or be terminated.

If an employee fails to report within five (5) days after the notice or attempt of notice, without giving a satisfactory explanation acceptable to the Employer for not reporting, she will be considered as having voluntarily quit.

Employees shall notify the City of their proper telephone number and post office address or change of address. The City shall be entitled to rely upon the address shown upon its records.

Section 3. Probationary Employees. Employees shall be probationary employees for the first six (6) months of their employment, and during such period, may be discharged by the Employer without the same constituting a breach of this contract or causing a grievance hereunder. During the probationary period, a promoted or reassigned employee may be returned to her previous position at the sole discretion of the Employer.

ARTICLE 13 - WORK SCHEDULE

Section 1. The normal work year shall consist of 2,080 hours to be accounted for by each employee through scheduled hours of work, holidays, training, vacation, and paid sick leave or any authorized paid leave time.

Section 2. Employees shall be allowed a thirty (30) minute unpaid lunch period each workday, which may be staggered to provide for continued service to the public. In addition to the lunch period, employees shall be allowed two (2) fifteen (15) minute paid break periods, one (1) in the morning and one (1) in the afternoon. Employees may be required to stagger their break periods to provide continuous service to the public.

ARTICLE 14 - SALARY PROGRESSION

Section 1. An employee appointed to a permanent position shall be placed in Step A of the appropriate pay range shown in Addendum A.

Section 2. When an employee is promoted or reclassified to a higher position or an employee's position is assigned to a higher pay range, her salary shall be increased to that salary in the new range which is next over the salary she was receiving prior to promotion.

Section 3. Employees shall remain at the assigned step as specified above until the beginning of the next pay period following completion of twelve (12) months service in a permanent position; at which time he shall advance one (1) step in pay range in Addendum A; and the employee shall thereafter advance one (1) step in the pay range for each additional twelve (12) months of service.

Section 4. An employee reclassified to the classification of equal pay rate shall not lose any steps.

Section 5. Upon completion of eight (8) years of employment in Grade, an employee shall receive a longevity step; upon completion of twelve (12) years of employment in Grade, an employee shall receive a second longevity step; upon completion of fifteen (15) years of employment in Grade, an employee shall receive a third longevity step. Longevity increases shall be based upon an employee's appointment in Grade per Article 6 or date of hire within a Grade.

Section 6. Classifications covered by this Agreement have the following Grades:

New Grade	Old GRADE	CLASSIFICATION
	5	Receptionist
2	6	Administrative Assistant/Receptionist/
3	7	Account Clerk
		Planning and Zoning Coordinator
3	15B	Law Enforcement Secretary
4	15A	Utility Billing Clerk
4		Geographic Information Systems (GIS) Tech
4	20	Lead Law Enforcement Secretary
		Law Enforcement Sec/Evidence Tech
4	22	Environmental Resources Specialist

ARTICLE 15 - CALL BACK

Section 1. If an employee is called back to work, she shall be offered work or shall be paid for a minimum of two (2) hours pay at the applicable rate of pay for such callback and for such actual time worked if such time is in excess of two (2) hours. An extension or early report to a regular scheduled shift does not qualify the employee for the two-hour minimum.

ARTICLE 16 - OVERTIME

Section 1. All employees required to work over eight (8) hours per day or forty (40) hours per week shall have the option of time and one-half (1-1/2) pay or time and one-half (1-1/2) compensatory time off; provided, however, that such time off accumulation shall not exceed eighty (80) total hours, and shall be taken after not less than one (1) week notice has been given to the Employer, and approval has been granted in writing. Any compensatory time off unclaimed at the conclusion of any calendar year will be paid to the employee at her rate of pay in effect as of December 31 of any year.

Section 2. Overtime will be distributed as equally as practicable within classifications within the same pay grade. Overtime refused by an employee will for record purposes, be considered as unpaid overtime worked. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked. Overtime shall be calculated to the nearest fifteen (15) minutes.

ARTICLE 17 - SICK LEAVE

Section 1. Upon completion of the probationary period, an employee will be credited with

six (6) days of sick leave and will continue to accumulate sick leave at the rate of one (1) day per month to a maximum of seventy (70) days. Such additional accumulation shall be at the rate of one (1) day per month. In the event of excessive utilization of the sick leave provisions contained herein, the employee, upon the request of the City, shall be required to furnish a doctor's certificate of illness. It is the responsibility of the employee to immediately notify her supervisor if she is unable to report for her normally scheduled tour of work. In the event of abuse of this Section, same shall be subject to the grievance provisions of this Contract.

Any employee who is at the maximum accumulation of sick leave and who is credited for sick leave during a year in excess of the maximum sick leave of five hundred sixty (560) hours shall, as of December 31 of the year in question, have twenty-five percent (25%) of such excess credit towards sick leave deposited in the employees State of Minnesota Health Care Savings Plan at the employees December 31 wage rate of the year in question.

Section 2. Employees may use sick leave for Illness in immediate family. Immediate family shall be defined as spouse, children, stepchildren, adult child, sibling, parent, grandparent, or stepparent.

Section 3. The City will provide an accident and sickness program on the following basis. Effective with the first day of accident and the eighth day of illness, with a maximum of twenty-six (26) weeks for each incident, the insurance shall pay an amount not less than fifty percent (50%) of the employee's normal weekly salary based on forty (40) hours worked or \$150 per week, whichever is greater. Said policy shall coordinate with the municipalities sick leave program to insure that an employee shall receive not less than her normal weekly take home pay during any period of accident or illness.

Section 4. On each January 1, the employee's accumulation of sick leave days shall be calculated and a value set upon said accumulation based upon the number of days times the employee's hourly rate of pay in effect on December 31 of the preceding year, less any days taken during said year. Payment of any sick leave days used shall be at the employee's hourly rate in effect as of the date such leave is utilized.

The net dollar value of the sick leave days accumulated during each succeeding year shall be added to the dollar value of the previous year's total and such combined value shall represent the total value of the employee's sick leave. That determined value shall be in effect during any current year until the recalculations are performed consistent with the terms and provisions of this Article.

Section 5. Any employee who suffers a work related injury compensable under Workers' Compensation while in the employ of another employer, which results in lost time at the City of Hermantown, shall not be eligible for sick leave or for disability payments under the provisions of this Labor Agreement.

Section 6. Employees shall be entitled to participate in the State of Minnesota Health Care Savings Plan (HCSP). The employees, with a minimum of twenty (20) years service and at the time of retirement, shall have all accrued unused sick leave, at the value calculated in Section 4 above, along with all accrued unused compensatory time and vacation time, calculated at the employees current wage rate, transferred into the HCSP. The Union may, as a group, determine to contribute a percentage of payroll and/or make some other contribution such as accrued unused compensatory time at year end under the provisions of Article 17, Section 1, and such contributions shall commence as soon as is reasonable after the City is notified of the group's wishes.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1. Funeral Leave. A. The Employer shall grant a leave of absence with pay up to five (5) days in the event of death in the employee's immediate family, spouse, mother, father, stepparents, children, or stepchildren, and a domestic partner who the employee has designated in writing with the City prior to the death provided the compensable days off fall on the employee's normally-scheduled work days.

B. The Employer shall grant a leave of absence with pay up to three (3) days in the event of death in the employee's, mother-in-law, father-in-law, grandparents, grandchildren, brother, or sister, provided the compensable days off fall on the employee's normally-scheduled work days.

Section 2. Jury Duty. Any employee who is called to serve on jury duty shall be paid for actual hours worked for the City. If this pay, together with her jury duty pay does not equal her regular weekly pay, the City will make up the difference provided the employee works such hours as she is available during the hours when court is not in session. The above shall apply to petit jury duty only and said leave shall not exceed two (2) weeks. An employee receiving full pay from the City while serving on a jury, is required to turn into the City, the jury duty pay for the period she served on the jury, except, however, if an employee were able to perform her assigned duties during such period of service, she shall be allowed to retain her jury duty pay.

ARTICLE 19 - VACATIONS

Section 1. Employees shall be entitled to a paid vacation based upon service in the previous year and shall become eligible for vacation pay only upon completion of one (1)

year's continuous service.

Annual leave shall be earned as follows:

During the first year of employment	.42 days/month
During the 2nd through 4th year of employment	.83 days/month
During the 5th through 9th year of employment	1.25 days/month
During the 10th through the 14th year of employment	1.67 days/month
During the 15th through the 19th year of employment	2.08 days/month
During and after the 20 th year of employment	2.5 days/month

Section 2. No employee shall be allowed to accumulate vacation days in an amount that is in excess of two times the maximum allowable vacation days which can be earned based upon her length of service with the City plus an additional five days. Any accumulations in excess of said maximum shall be forfeited in such a manner designed to decrease her total vacation days accumulation down to the negotiated allowable maximum based upon his/her length of service with the City.

Section 3. Vacation must be taken only with the immediate supervisor's approval. In the case of the death of any employee who is qualified herein, any unused vacation shall be paid to her estate or heirs. Official holidays which occur within an employee's vacation shall not be construed as charges against the vacation accumulation.

ARTICLE 20 - HOLIDAYS

Section 1. Eleven (11) days during the calendar year shall be observed and considered as paid holidays for all employees.

The holidays shall be:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day after Thanksgiving
Christmas Eve	Christmas Day	

Section 2. All employees shall be paid holiday pay equal to eight (8) hours at their regular straight time rate of pay. Employees required to work on a holiday shall receive time and one-half (1-1/2) their regular rate of pay for the hours worked in addition to the entitled holiday pay. An employee shall be entitled to time and one-half (1-1/2) for all hours worked on a holiday.

Section 3. In addition to the scheduled days listed herein, an employee shall be allowed three (3) personal leave days per year. Personal leave days must be used in the year earned. During the first year of employment employees hired before May 1 shall receive three (3) personal days. Employees hired between May 1 to August 31 shall receive two (2) personal days. Employees hired between September 1 to November 30 shall receive one (1) personal day. Employees hired on or after December 1 shall not be eligible for personal days until having passed January 1.

ARTICLE 21 - HOSPITALIZATION

Section 1. A new employee regularly scheduled to work thirty (30) or more hours a week shall be eligible to receive hospitalization coverage on the first of the month following 60 days of continuous employment. At the time of enrollment, the employee must inform her supervisor whether she desires single or family coverage. The Employer agrees to provide insurance coverage equal to or better than the benefits contained within the Summary Plan Description of the Triple Gold Health Plan for benefits effective January 1, 2013

Section 2 Affordable Care Act Final regulations have not been issued under many provisions of the Patient Protection and Affordable Care Act (ACA). This creates considerable uncertainty regarding the Employer's financial obligations as well as maintaining the aggregate level of benefits as provided for in this CBA. This agreement may be reopened and all material terms of compensation, hours and fringe benefits (includes health benefits) shall be subject to negotiations if in fact changes are necessary to comply with the ACA. Either party to the Agreement that requests a reopener under this provision shall be obligated to provide specific documentation as to the provision of the ACA that is cause for the requested reopener at the time such a request is made. This section will only apply to the 2014-2015 Contract and will automatically expire at the end of the contract.

Section 3 VEBA Contributions a. : The Employer shall provide the option of a Voluntary Employee Benefit Association (VEBA) hospital/medical insurance plan. The Employer shall contribute not less than 92% of the annual VEBA deductible. These amounts apply to both full-time and part-time eligible employees. The annual contribution shall be made in equal quarterly installments on the first payday following January 1st, April 1st, July 1st and October 1st. The quarterly amount will be based on the plan selected at the beginning of that quarter by the employee (single or family) in effect for that quarter.

Section 3 b. For Employees hired after the first of the calendar year, they shall receive a pro-rata based contribution to their VEBA accounts. The formula shall be 1/12 of the annual amount times the balance of months of employment left in the calendar year. (Employee hired in March, becomes enrolled April 1, = 9 months x 1/12 of single amount)

Section 3 c. The City will allow employees to choose the VEBA plan on an annual basis in the fall of the year for the coming year.

Section 4. For the duration of the Agreement, the City shall pay ninety (90%) of the cost of family or single coverage and employees shall pay ten (10%) of the cost of family or single coverage.

Section 5. DENTAL INSURANCE. Employees shall be eligible for participation in the City's dental plan upon hire should they choose. The City will pay 90% of the actual premium of the plan selected by the employee but capped at \$65.61 per month. If employees select a plan with premiums greater than the cap, then any additional premiums will be paid 100% by the employee.

ARTICLE 22 - LIFE INSURANCE

Section 1. The City shall provide such eligible employee with \$30,000 term life insurance at no cost to the employee while she is employed by the City of Hermantown. In addition, \$6,000 of term life insurance shall be provided for each spouse under the age of 70 and \$3,000 of term life insurance for each child of the employee from the age of 6 months to the age of 24. Such coverage shall terminate upon separation of the employee from the City of Hermantown, subject, however, to any conversion policies provided for in the certificate and/or policy in effect at that time.

ARTICLE 23 - PART-TIME STATUS

Section 1. If an employee is in a part-time status for any reason, she shall receive prorate fringe benefits commensurate with her average weekly hours.

ARTICLE 24 - TRAINING

Section 1. Employees attending City mandated training shall receive compensatory time for time spent in such training if the actual time spent in training is outside of the employees' workday. If such training is conducted within the employee's workday, the employee will receive her regular wages for that day. If the City and an employee mutually agree that the employee should attend non-mandated training during the employee's regular workday, said employee shall receive her regular wage for that day. In

addition, should an employee attend such non-mandated training with mutual agreement by the City either during or after the regular weekday, said employee shall be reimbursed for the cost of the non-mandated training, upon successful completion of the training.

Section 2. Travel time outside of the normal work hours will be considered time worked for the purpose of overtime only when the distance is excess of 30 miles.

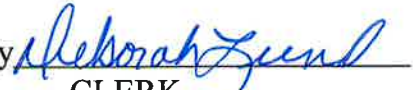
ARTICLE 25 - TERMINATION

This Agreement shall be effective from the 1st day of January, 2019 and shall continue in full force and effect through the 31st day of December, 2021 and shall automatically renew itself thereafter until or unless either party, at least sixty (60) days before the 31st day of December, 2021 notifies the other party in writing, that it desires to terminate or modify the Agreement. If the notice given is one expressing an election to terminate the Agreement, it shall then expire on the 31st day of December, 2021. If the notice is one of modification, the parties shall then begin negotiations of the proposed modifications as soon as possible after such notice has been given. During the period of negotiations on the modifications, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, WE have hereunto set our hands and seals this 3rd day of April, 2019.

CITY OF HERMANTOWN

By 
MAYOR

By 
CLERK

By _____

CITY & COUNTY PUBLIC SERVICE
UNION LOCAL 66

By 
REGIONAL DIRECTOR

By 
PRESIDENT

By 
FIELD REPRESENTATIVE

DATE 4/3/2019

DATE 4/3/2019

ADDENDUM A**CITY OF HERMANTOWN****WAGES**

Addendum A City of Hermantown Wages										
New	Old Grade	Start	12	24	36	48	60	72	108	144
Grade 2	6	17.75	18.20	18.63	19.15	19.67	20.21	20.69	21.29	21.82
Admin Asst	1/1/19	18.19	18.66	19.10	19.63	20.16	20.72	21.21	21.82	22.37
	1/1/20	18.89	19.37	19.82	20.37	20.92	21.48	21.99	22.62	23.18
	1/1/21	19.46	19.95	20.42	20.98	21.54	22.13	22.65	23.30	23.88
Grade 3	Grade 7	19.35	19.90	20.41	20.98	21.52	22.12	22.69	23.31	23.92
Acct Clerk	1/1/19	19.83	20.40	20.92	21.50	22.06	22.67	23.26	23.89	24.52
	1/1/20	20.58	21.16	21.70	22.30	22.86	23.50	24.10	24.75	25.39
	1/1/21	21.20	21.79	22.35	22.96	23.55	24.20	24.82	25.49	26.15
Grade 3	Grade 15B	19.35	19.90	20.41	20.98	21.52	22.12	22.69	23.31	23.92
Law Enforce Sec	1/1/19	19.83	20.40	20.92	21.50	22.06	22.67	23.26	23.89	24.52
	1/1/20	20.58	21.16	21.70	22.30	22.86	23.50	24.10	24.75	25.39
	1/1/21	21.20	21.79	22.35	22.96	23.55	24.20	24.82	25.49	26.15
Grade 4	Grade 15A	20.68	21.25	21.83	22.43	23.04	23.67	24.40	25.00	25.67
Utility Billing Clerk	1/1/19	21.20	21.78	22.38	22.99	23.62	24.26	25.01	25.63	26.31
GIS Tech	1/1/20	21.98	22.58	23.19	23.82	24.47	25.13	25.90	26.53	27.24
	1/1/21	22.64	23.26	23.89	24.54	25.20	25.88	26.67	27.33	28.05
Grade 4	Grade 20	20.68	21.25	21.83	22.43	23.04	23.67	24.40	25.00	25.67
Lead Law Enf Sec	1/1/19	21.20	21.78	22.38	22.99	23.62	24.26	25.01	25.63	26.31
Evid. Tech	1/1/20	21.98	22.58	23.19	23.82	24.47	25.13	25.90	26.53	27.24
	1/1/21	22.64	23.26	23.89	24.54	25.20	25.88	26.67	27.33	28.05

ADDENDUM B

CITY OF HERMANTOWN

EXPENSE ALLOWANCES

Section 1. General. The City of Hermantown may authorize travel at City expense for the effective conduct of the Cities business. Such authorization may be granted prior to the incurrence of the actual expenses. Employees affected under this Article shall be reimbursed for such expenses that had been authorized by the City in accordance with the terms of Article.

Section 2. Automobile Expenses. When a City-owned vehicle is not available and an employee is required to use the employee's automobile to conduct authorized City business, the Employer shall reimburse the employee at the rate approved for the City Council for mileage on the most direct route according to the Transportation Department's records. When a City vehicle is offered and declined by the employee, the City shall not be required to pay any mileage resulting from such authorized City business. Deviations from the most direct route, such as vicinity driving or departure from the employee's residence shall be shown separately on the employee's daily expense record and shall not be reimbursed. Actual payments of toll charges and parking fees shall be reimbursed with appropriate receipts. An employee shall not be required by the Employer to carry automobile insurance coverage beyond that required by law.

Section 3. Commercial Transportation. When an employee is required to use commercial transportation (air, taxi, rental car, etc.) in connection with authorized business of an Appointing Authority, the employee shall be reimbursed for the actual expenses of the mode of transportation so authorized. All air transportation shall be by coach class. Reasonable gratuities may be included in commercial travel costs.

Section 4. Overnight Travel. Employees in travel status who incur expenses for lodging shall be allowed actual, reasonable costs of lodging, in addition to the City's daily rate for meals while away from their home. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$3.50 per week for laundry and/or \$2.00 for dry cleaning for each week after the first week.

Section 5. Meal Allowances. Employees shall be reimbursed for meals up to forty dollars (\$40.00) per day, including tax and gratuity but excluding alcohol, with receipts. Dinner reimbursement may be claimed only if the employee is away from the home station in a travel status overnight, or is required to remain in a travel status until 7 p.m. Lunch reimbursement may be claimed only if the employee is:

1. On assignment away from the home station (defined as at least 30 miles from City Hall), at least one (1) hour before and during the normal lunch period or,
2. The training event is within 30 miles from City Hall and covers the entire normal working shift and is not included in the training event itself.

Breakfast reimbursement may be claimed only if the employee is on assignment away from the home station in a travel status overnight, or departs from home in an assigned travel status before 6 a.m. An employee eligible for one (1) or more meals may combine the reimbursements for one (1) meal charge. Employees shall be required to provide receipts on being reimbursed for meal allowances.