

TENTATIVE AGREEMENT

**CITY OF WILLMAR
and
AFSCME COUNCIL 65, LOCAL 559
(Public Works Unit)**

1. WAGES – ATTACHMENT A

2014	2.0%
2015	2.0%

2. ARTICLE 3 – EMPLOYER AUTHORITY

3.3 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement, provided it does not result in the layoff of employees performing the specific work functions that are being contracted out. In the event the Employer elects to subcontract bargaining unit work which will result in the layoff of current bargaining unit employees, the Employer will provide the Union ten (10) days written notice and the opportunity to meet and negotiate the impact on laid off employees.

3. ARTICLE 18 – SICK LEAVE

18.7 Delete current language and provide group the option upon retirement of a cash payment or a Memorandum of Agreement providing for a post employment health care account pursuant to the regulations of the MSRS. (The option chosen will apply to all employees in the group.)

4. ARTICLE 25 – WAGES AND BENEFITS

25.1 Insurance. The Employer agrees to provide at the Employer's expense for all regular full-time employees and probationary employees under this Agreement, an insurance program for hospitalization and major medical coverage comparable to the current Basic Plan. If the employee chooses dependent coverage, the Employer shall pay the following toward the cost of dependent coverage:

A. For 2014, for employees hired prior to 2012, the Employer will contribute up to \$1,428 per month toward the cost of the monthly premium for dependent coverage under the Basic Plan. Any additional cost shall be paid by the employee through payroll deduction. Except as noted below, for 2015, and annually thereafter, the Employer will contribute up to fifty percent (50%) of the increase in cost of the monthly premium for dependent coverage under the Basic Plan. Any additional cost shall be

paid by the employee through payroll deduction. The formula for calculation of fifty percent (50%) of the increase in the cost of the monthly premium for dependent coverage under the Basic Plan shall be as follows:

The total new family premium cost (currently for 2014 \$1,725) minus the total new single premium cost (currently for 2014 \$615) equals dependent coverage cost. The difference in the new total dependent cost minus the cost of the previous year dependent coverage cost shall be divided by two and added to the Employee contribution toward dependent coverage from the previous year.

- B. For employees hired after 2012, the Employer will pay up to \$574 per month for 2015 toward the cost of single coverage. For 2015, the Employer will pay up to \$1,332 per month toward the cost of dependent coverage. Any additional cost will be paid by the employee through payroll deduction.

5. OTHER ITEMS

A. ARTICLE 4 – UNION SECURITY

- 4.1 Interest in updating contract language to reflect actual current practice:
- 4.11 In recognition of the Union as the Exclusive Representative, the Employer shall deduct each pay period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deductions.
- 4.12 The Union shall provide the formula or schedule to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the dues in an electronic format and transmit pertinent employee information necessary for the collection and administration of union dues. The Employer shall remit such deductions to AFSCME Council 65, 118 Central Avenue, Nashwauk, MN 55769.

The Employer shall deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06, subd. 3.

B. ARTICLE 16 – SAFETY

- 16.2 Delete phrase “dated September 3, 1986.”

C. ARTICLE 25 – WAGES AND BENEFITS

- 25.6 (New) Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty,

tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

D. ARTICLE __ – SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Willmar. In the event any provision of this Agreement shall be determined to be contrary to law by a court of final jurisdiction from whose final judgment or administrative ruling or in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

E. MEMORANDUM OF AGREEMENT REGARDING CHANGES IN MINN. STAT. § 181.9431, SECTIONS 1 AND 2 (See attachment)

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Willmar (hereafter "City") and AFSCME Council 65 (hereafter "Union") representing the Public Works Unit.

WHEREAS, the City and the Union are parties to a collective bargaining agreement; and

WHEREAS, Minnesota Statute § 181.9413 was amended in 2013 to allow for the use of the employee's accrued sick leave benefits for absence due to illness or injury to the employee's adult children, spouse, siblings, parents, grandparents and stepparents effective August 1, 2013.

WHEREAS, pursuant to the statutory amendment, an employee's use of existing sick leave benefits for absence due to illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent or stepparent is limited to 160 hours in a 12 month period.

NOW, THEREFORE, the City and the Union agree as follows:

1. To the extent Minnesota Statute § 181.9413, as amended, provides benefits in excess of the current collective bargaining agreement, an employees may use accrued sick leave benefits in a manner consistent with the statute effective August 1, 2013.
2. This Memorandum of Agreement shall not constitute a precedent with regard to any subsequent negotiations or matters between the parties.
3. In the event Minn. Stat. § 181.9413 is subsequently amended to limit the use of sick leave or the family members for whom sick leave may be used, this Memorandum of Agreement shall be void and of no effect.
4. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this _____ day of _____, 2014.

AFSCME COUNCIL 65

CITY OF WILLMAR

