

**MASTER LABOR AGREEMENT
BETWEEN
CITY OF FARMINGTON
AND
AFSCME, COUNCIL 5, LOCAL UNION 3815
AFL-CIO**

ARTICLE 1- PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF FARMINGTON, hereinafter called the EMPLOYER, and AFSCME, COUNCIL 5, LOCAL UNION 3815, AFL-CIO, hereinafter called the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.2 Place in written form the parties' agreement upon the terms and conditions of employment contained herein for the duration of this AGREEMENT; and
- 1.3 Promote harmonious relations between the EMPLOYER and the UNION.

ARTICLE 2 - RECOGNITION

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for:

All maintenance employees of the City of Farmington, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding employees already in other appropriate unit, supervisor, confidential, and all other employees.

- 2.2 In the event the EMPLOYER and the 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 Services for determination.
- 2.3 The EMPLOYER shall not enter into any agreements covering terms and conditions of employment with employees of the bargaining unit under the jurisdiction of this AGREEMENT, whether individually or collectively, which in any way conflicts with terms and conditions of the AGREEMENT, except through the certified representative.

ARTICLE 3- DEFINITIONS

- 3.1 UNION: The American Federation of State, County and Municipal Employees, Council 5, Local Union 3815, AFL-CIO.

- 3.2 UNION MEMBER: A Member of AFSCME, Council 5, Local Union 3815, AFL-CIO.
- 3.3 EMPLOYEE: A Member of the exclusively recognized bargaining unit.
- 3.4 EMPLOYER: The City of Farmington.
- 3.5 UNION OFFICER: Officer elected or appointed by AFSCME, Council 5, Local Union 3815, AFL-CIO.
- 3.6 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours in a seven (7) day period.
- 3.7 WORK SHIFT: A work period including rest breaks and a lunch break.
- 3.8 REST BREAKS: A rest break shall consist of a fifteen (15) minute period.
- 3.9 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.10 BASE PAY RATE: The Employee's hourly pay rate exclusive of any other special allowances.
- 3.11 SENIORITY:
 - a) Job Classification Seniority: Length of continuous service in a job classification included in the unit in accordance with ARTICLE 2-RECOGNITION. Job classification seniority shall reflect the length of continuous employment in an individual job classification from the date the employee assumed his/her current job classification title.
 - b) EMPLOYER Seniority: Length of continuous service with the EMPLOYER.
- 3.12 FULL-TIME EMPLOYEE: An employee who is regularly scheduled to work forty (40) hours per week and 2,080 hours per year.
- 3.13 PART-TIME EMPLOYEE: An employee who is regularly scheduled to work less than forty (40) hours per week and more than fourteen (14) hours or thirty-five percent (35%) of the scheduled work week.
- 3.14 ON-CALL EMPLOYEE: All Employees who are not classified as Regular Full-time, Regular Part-time or Temporary employees. These employees perform work of a non-