AGREEMENT

Between

THE CITY OF VIRGINIA, MINNESOTA

And

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION NO. 454

JANUARY 1, 2021 - DECEMBER 31, 2023

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AGREEMENT

This Agreement, dated the January 1, 2021, entered into by and between the City of Virginia, hereinafter referred to as the EMPLOYER, and Local 454 of the American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the UNION.

ARTICLE I: PURPOSE OF AGREEMENT

Section A. Basic Agreement

It is the intent and purpose of the parties hereto to set forth herein the basic agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties hereto.

Section B. Sole Procedure

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE II: GENDER

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

ARTICLE III: DEFINITION OF REGULAR EMPLOYEE

The term "regular employee," as used in this Agreement, shall mean any employee who has been employed by the City of Virginia or appointed to work for the City of Virginia by an authorized supervisor or department head in one of the following exclusive departments: Public Works (includes Sewer Crew, Engineering, Parks and Recreation, Miners Memorial Building/MECC, Green House & City Hall), Library, and Parking Meter Monitor; and whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week, and more than sixty-seven (67) work days per year, excluding Supervisory, Confidential, temporary, casual, and Pages in the Library.

ARTICLE IV: RECOGNITION

The Employer hereby recognizes Local Union 454, American Federation of State, County and Municipal Employees, as the exclusive representative for collective bargaining purposes of the employees of the City of Virginia, Minnesota, in the unit described as follows: "All employees of the City of Virginia who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding essential, supervisory, and confidential employees, and all employees of the Department of Public Utilities.

ARTICLE V: RESPONSIBILITIES OF PARTIES

Section A. Acknowledgement

Each of the parties of this Agreement hereby acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement.

Section B. Employer
The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section C. Union
The Union, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

Section D. Additional Responsibilities
In addition to the responsibilities, which may be provided elsewhere in this Agreement, the following shall be observed:

1. The applicable procedure of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

2. There shall be no interference with the rights of employees to become or continue as members of the Union.

3. There shall be no interference with the rights of employees who wish to pay fair share.

ARTICLE VI: PAYMENT OF DUES

Section A. Written Notice
Upon receipt of written notice from an employee to deduct from their salary the monthly Union dues, the Employer agrees to make such payroll deductions and to remit it to the Financial Secretary of the Union.

Section B. Hold Harmless
The Union hereby warrants and covenants that it will defend, indemnify, and save the Employer harmless from any and all actions, suits, claims, damages, judgments and executions or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the future arising out of or by reason of the deduction of any Union dues or fair share fee.

Section C. PEOPLE Deduction
The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. Section B Hold Harmless language will apply.

ARTICLE VII: HOURS OF WORK

Section A. All Units except Library
The basic work week shall consist of five (5) consecutive days of eight (8) hours each, or forty (40) hours per week, except that a special forty (40) hour work week schedule will be arranged for employees in the Garbage Department. Employees who are called out to work, or who continue to work after their regular scheduled shift, and who work continuously until past midnight, shall be paid at the rate of time and one-half (1-1/2) their regular hourly rate for all hours worked. Regularly scheduled hours will be paid at straight time rates.

Section B. Library Employees

1. The normal workweek shall consist of five (5) days of eight (8) hours each, scheduled between Monday and Saturday. In the event the needs of the Library require split shifts, employees shall be assigned to such split shifts by mutual consent. In the event no employee agrees to such split shift assignments, the Employer shall have the right to assign the least-senior, qualified employee to the split shift assignment.

2. Library employees shall be entitled to a one (1) hour unpaid lunch period which shall be scheduled in shifts so that continuous service may be provided to the public.

Section C. Public Works/Park & Rec

Employees may request to work a straight eight (8) hour day, at the beginning of their shift, with a paid twenty-minute lunch, and with approval of their immediate supervisor, their hours of work shall be adjusted accordingly. Employees shall be required to remain on the job under this arrangement. If the job assigned requires the employee to work through their lunch period, no additional compensation is allotted. Employees who work an eight and one- half (8-1/2) hour day shall be entitled to a "duty free" 30-minute lunch break during the middle of their shift. Rest periods shall be fifteen (15) minutes in each four (4) hours of the shift.

Section D. City Hall

Employees at City Hall shall work an eight (8) hour day with a one-half (1/2) hour unpaid lunch break (total 8-1/2 hours), Monday through Friday. Employees shall be entitled to one (1) paid 15 minute break during each half of the eight (8) hour shift. Employees in the Clerk's office shall be scheduled to provide coverage for the office during the hours of 8:00 a.m. and 4:30 p.m. Other City Hall employees shall be scheduled by their department heads under the same conditions described above, the hours of work as best serves the needs of the department and the City. By mutual agreement between the employer and an employee, employees may be allowed to utilize their break time to extend their meal period without lengthening their work day. Such changes must be made as a written request and approved by the immediate supervisor. In the event that an employee proposes an alternative break and meal schedule that impacts other employees, the employer shall provide notice of the proposed schedule to all impacted. Employees shall have the option of extending their regularly scheduled work day (8:00 A.M. to 4:30 P.M.) by fifteen (15) minutes on either side of the shift to allow for an unpaid forty-five (45) minute lunch break. Employees cannot skip rest breaks provided for in the Agreement to shorten their regularly scheduled work day, nor will the additional fifteen (15) minutes allow for shortening the regular work day as defined above. Once an employee has altered their existing work hours as described above, those new hours shall become the regular set of hours and shall be treated as such for purposes of reporting to/and leaving work. Violation of the hours of work is subject to the discipline process as per the Agreement.

Section E. Casuals or Volunteers

There shall be no reduction of hours to current bargaining unit members as a result of the use of casual or volunteer employees. If the Employer decides to initiate a volunteer program, the Employer will first meet and confer with the bargaining unit to discuss the utilization and implementation of the volunteers.

Section F. Additional Position

When an employee in any department, except the Library, has been assigned to the same higher paid classification for fifty percent (50%) of his time in any calendar year, an additional position shall be added to such higher paid classification commencing the next fiscal year and shall be posted in the manner provided for in Article XI, Section I.

Section G. Overtime Distribution

Overtime shall be distributed equally within the classification that it occurs.

1. Overtime for Golf Course full-time personnel shall be distributed to Golf Course employees on an equal basis. Overtime for full-time Park and Miners Memorial Building/MECC personnel shall be distributed equally among Park and Miners Memorial Building/MECC employees respectively. In either case, if Golf Course, Parks, or Miners Memorial Building/MECC needs additional employees, such overtime shall be distributed to all employees on an equal basis.

2. Overtime for the position of Heavy Equipment Operator will be assigned as follows: Employees assigned to operate the automated garbage trucks on Friday of each week will have the first opportunity for Saturday overtime. Employees assigned to operate recycling equipment will have the first opportunity for overtime in recycling. If no one accepts the overtime, the junior employee in this classification will be assigned to the Saturday overtime routes. All other overtime will be distributed equally in the heavy equipment operator classification amongst the remaining members.

3. Overtime for Library full-time personnel shall be distributed to Library employees on an equal basis. If no one accepts the overtime, the junior employee in this classification will be assigned to the overtime shift.

ARTICLE VIII: WAGES

Section A. Rates of Pay

The Wage and Salary Schedule agreed to shall be incorporated into this Agreement as Appendix "A".

Section B. Pay Upgrades

1. An additional $1.00 per hour shall be paid to an employee who is designated to Weld, Finish Cement, Perform Carpenter Work, Operate the Snow Blower Loader, Perform Jack Hammer Work, Operate a Chainsaw, or Operate a Grader Plowing Snow.

2. The operation of sewer equipment (Vactor, Cable Machine, Rodder & Steamer) and the employees involved in performing sewer-related work shall be compensated at the same rate of pay as regular sewer crew employees.

3. Employees operating small tractors while plowing snow shall receive heavy equipment pay during that time. Operators of the John Deere, Allis Tractor, and Bombardier shall be paid heavy equipment rate on all snow removal operations. Truck drivers shall receive heavy equipment rate when pulling the low-boy. All tandem trucks are to be rated as heavy equipment.

Section C. Overtime or Comp Time

1. Any work required in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at time and one-half (1-1/2) the employee's hourly rate of pay; or the employee shall have the option of receiving compensatory time off at time and one-half (1-1/2) hours for each overtime hour worked. Employees may accumulate to a maximum of 240 hours per year in compensatory time off (160 hours straight time). Employees may request a buy-out for their accumulated compensatory time twice a year, during the months of June and December. If the employee requests the buy-out prior to the calculation of payroll, which is done on Monday, the employee would be allowed the buy-out, with payment to be made on the regular payroll check.

2. To utilize compensatory time off, an employee must make a verbal request to their immediate supervisor in advance of the day requested off. Approval of the request will be subject to staffing requirements and at the discretion of the immediate supervisor.

Section D. Call Out

1. An employee reporting for work on a call-out after their regular shift or on their day off or reporting on a regular work day for which they are not assigned to work shall receive a minimum of two (2) hours pay at time and one-half (1-1/2) rates. An employee cannot be charged with a refusal on the overtime hours list for a call-out on a weekend if the employee is on vacation or comp time their last scheduled shift prior to the weekend, or the first shift after the weekend.

2. NON-EMERGENCY OVERTIME CALL-OUT PROTOCOL FOR PUBLIC WORKS EMPLOYEES:

a. To be eligible for any non-emergency overtime call-outs, an employee must work the first half of their regularly scheduled shift. If an employee takes more than one-half of their regularly scheduled shifts for the purpose of vacation, compensatory time off, or personal leave, they shall be considered unavailable for any and all overtime call-outs until the start of their next regularly scheduled shift.

b. If that next scheduled shift will have an early start, said employee would be notified of that change and allowed to report at the earlier time.

c. To be consistent, there will be no exceptions to the above written protocol. Emergency situations will be handled as such and all employees needed will be contacted. For purposes of clarification, an "Emergency" shall be defined as: "A situation that occurs either as a result of Mother Nature, an act of God, or a situation that places the safety and well-being of the community in imminent danger. A state of emergency can be declared by Federal, State or local officials who have the authority by law to do so".

Section E. After Hours Calls

An employee who is assigned the position of "Building Maintenance Repair", "Blight Officer", IT positions, and Public Safety positions shall be entitled to thirty (30) minutes of pay for each work related after hours phone call made or received at the employee's residence. The pay shall be at time and one-half (1½) and may be taken as pay or as compensatory time, at the employee's option. The employee shall document each call and submit documentation to their immediate supervisor each pay period. Calls made or received prior to/or after the hours of 7:00 AM – 3:30 PM shall be compensated as described above. The above language covers phone calls without a call-out (30 minute overtime). Phone calls, which lead to an actual call out, will receive the two-(2) hour overtime minimum, but in no instance will the employee receive both.

Section F. On-Call Employees

Employees who are assigned to be "on call" will receive one (1) hour per day at time and one-half (1-1/2) for the period Monday through Friday inclusive and an additional four (4) hours at time and one-half (1-1/2) for the weekend (Saturday and Sunday). Employees must be able to respond in a timely manner. If on-call employees must respond to a call out, they will be entitled to the two (2) hour callout in Section D of this Article.

Section G. Working in Other Classification

1. If an employee of any department is assigned to a higher classification at the beginning of a shift, they shall receive the higher rate of pay during the entire shift, even though they may be re-assigned to a lower classification at some point during the shift. However, if an employee of any department is assigned to their regular classification at the start of their shift, and at some point during said shift is re-assigned to a higher classification, they shall be paid the higher rate only for those hours worked in the higher classification. When an employee is temporarily assigned to a lower classification, they shall continue to receive their regular rate of pay.

2. Due to the nature of work required at the Library, any Library employee assigned to work in a higher paid classification for a minimum of two (2) hours shall be paid a premium of an additional $1.00 per hour for all hours worked in the higher classification. The intent is to compensate employees who are assigned to take on the work of a library associate classification who may be absent for any reason for a minimum of two (2) hours. Such work should not be part of the normal job of the person receiving the premium pay.

Section H. Pay Equity

The Union and the Employer agree to a ten percent (10%) corridor. It is further agreed that longevity shall not be included in the pay equity plan computations for this bargaining unit. Should conditions occur, which result in the compensation for any job classification included in this bargaining unit to surpass the ten percent (10%) corridor, the parties agree to meet and confer on the situation and to try to resolve the situation so the classification is within the ten percent (10%) corridor. If the parties are unable to reach a compromise, either party may petition the Commissioner of the Bureau of Mediation Services and request a list of arbiters from the commissioner. The process for selection of an arbiter to hear the issue will be determined as outlined in the grievance section of this Agreement.

The aforesaid provision is effective during the entire term of the contract and shall not affect negotiations or agreements subsequent hereto.

Section I. Longevity

Longevity shall be:

2% after 7 years
4% after 13 years
6% after 18 years
8% after 23 years

Any employee hired on or after January 1, 2007 is not eligible for longevity.

Section J. Shift Differential

1. There shall be a shift differential pay of $.50 per hour for any shifts or work that begins after 1:00 p.m., and $.75 per hour for any shift or work that begins after 10:00 p.m. , after the schedule change becomes effective.

2. Library employees shall receive $.20 per hour shift differential pay for any hours of work performed outside of the regularly scheduled hours of the Library, 7:00 a.m. to 8:00 p.m.

3. There shall be a premium of $1.00 per hour for all hours worked on a Saturday or Sunday. This weekend premium shall be in addition to any shift differential pay provided for in Section J (1) above.

Section K. Deferred Compensation

1. For the purposes of the City of Virginia 457 Retirement Plan, compensation will be calculated on annual base wage only, paid on a monthly basis. The Employer shall make a non- elective contribution to each eligible, qualified employee as defined by the 457 plan. New hires are not eligible while on probation. Once qualified, payments from the Employer shall be retro to date of hire.

2. If an employee wishes to participate in a 457 Deferred Compensation Plan, they may do so at any amount.3. The City will make a non-elective matching contribution into each employee's deferred compensation plan if the employee contributes one percent (1%) of annual base salary or more, into the employee's deferred compensation plan of choice. The employer contribution shall be calculated as prescribed in Section K Paragraph 1, in the percentages as follows:

- For contract years 2021 and 2022 the maximum contribution by the City shall not exceed 3% (three percent).
- Commencing January 1, 2023, if an employee contributes 2.5% (two and one-half percent) or more of their base salary, the maximum employer contribution shall be increased to 3.5% (three and one-half percent).

Section L. City Vehicles

City vehicles are assigned to be used for City business only. If the City discontinues the City vehicle, Employees will be reimbursed at the Federal Mileage rate for use of their own car.

Section M. Appeal of Position and/or Pay

1. Employees shall be afforded the right to request an appeal of their position and subsequent pay by submitting a request for re-evaluation between January 1 and January 15 of each year. Request shall be submitted to the City Department Director with copy to the Union Exclusive Representative.

2. Upon receipt of written request, the City shall notify the Position Review Committee, which shall consists of three (3) management personnel and three (3) Union personnel, who shall meet within thirty (30) days to review all requests submitted.

3. The committee shall have the authority to call witnesses to testify about the position(s) under consideration, review any and all pertinent documentation, review current job descriptions, and ultimately determine the validity of the request(s).

4. All decisions shall be made by consensus, and will be forwarded to the AFSCME Exclusive Representative and the City Department Director for final negotiations of appropriate compensation adjustment.

5. All evaluations shall be completed by March 15th, and if any change results in the rating and pay grade, they shall be effective March 15th.

6. Both the exclusive representative and the City Council shall receive copies of the original evaluation requests, as well as copies of the final results.

7. Both parties shall seek final approval from the City Council and a memo of understanding shall be drafted identifying any and all changes in job descriptions and pay.

8. Changes in the rate of pay shall become effective only after ratification by each party, but in all cases shall be retroactive to March 15th of the current year.

9. For a position, which necessitates an evaluation after the February 1 cutoff date, approval of the Union and City Department Director shall be required, and that decision, as well as the decision of the Position Review Committee shall not be a grievable offense.

10. Following a position review as provided for in this section, an employee is not eligible to request a subsequent review of the same position for a period of 3 (three) years.

ARTICLE IX: HOLIDAY PROVISIONS

Section A. Holiday Pay

The following days shall be paid holidays for all regular employees and all regular employees will receive a regular day's pay on the below listed holidays:

New Year's Day
Good Friday
Labor Day
Day After Thanksgiving Day
New Year's Eve
Martin Luther King Day
Memorial Day
Veterans Day
Christmas Eve
Presidents Day
Fourth of July
Thanksgiving Day
Christmas Day

Section B. Work Performed on a Holiday

Employees who work on any paid holiday in Section A. shall receive pay or compensation time at one and one-Half (1 ½) times their regular straight time hourly rate of pay for all such hours worked in addition to the holiday pay.

Section C. Part-Time/Half-Time Employees Holiday Pay

Employees working half time or more, but less than full time, shall receive holiday pay on a pro rata basis.

Section D. Personal Leave Days

Two personal leave days annually are paid at straight time rates. Personal leave days may not be carried over beyond the calendar year if employee is on STD or LTD.

Section E. Holidays on a Saturday/Sunday

1. When a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed on the following Monday.

2. If holiday falls on a Saturday or Sunday but is observed on a Friday or Monday as per Article IX, Section E, an employee required to work or called out to work on a Saturday or Sunday upon which the holiday falls will receive double time and one half pay for all hours worked on that Saturday or Sunday.

3. In the case where two consecutive holidays may fall on a Friday and Saturday or a Sunday and Monday, the observation of the holidays will be observed on the preceding Friday or Monday following the holiday.

ARTICLE X: VACATIONS

Section A. Eligibility

1. All full-time employees shall receive the following:

Weeks of Vacation With Pay	Years of Continuous Service	Accumulation Rate per pay period (26 per yr.)
Two (2)	One (1)	3.08 hours
Three (3)	Five (5)	4.62 hours
Four (4)	Ten (10)	6.15 hours
Five (5)	Fifteen (15)	7.69 hours
Six (6)	Twenty (20)	9.23 hours

2. Employees who have completed twenty years of service shall be credited with One (1) additional vacation day for each additional year of service after twenty (20) years.

3. Employees working half time or more, but less than full time, shall receive vacation benefits on a pro rata basis.

4. In determining length of continuous service, no deduction shall be made for sickness, military service, or leaves of absence of thirty (30) days or less. Employees shall be allowed to accumulate unused vacation for a period of two (2) years. An employee's vacation pay shall be computed on a basis of their average rate of pay, excluding overtime, during the month immediately preceding the taking of their vacation where one (1) week or more of vacation is taken at one time; and where less than one (1) week of vacation is taken, the same shall be computed on the base pay, excluding overtime, of their regular classification.

5. While an employee is out on vacation, they may not change their day off from a vacation day to a sick day unless there is an absolute medical emergency in which they may eventually qualify for Short Term Disability. The changing of a planned vacation day to a sick day would have to be approved by the City HR department.

6. With planned time off and notice given in advance, employees can use hour increments for vacation. Last minute requests would be at the discretion of the Supervisor and employees may have to use four (4) hour increments.

Section B. Scheduling

1. For all employees, from January 1 to February 1, employees shall submit their vacation requests in writing to their department head.

2. Department Heads shall post the vacation schedule for their department, no later than March 1, each year.

3. In determining vacation schedules, the wishes of the employee will be respected as to the time of the vacation, insofar as the needs of service will permit, it being understood that the rights of the senior employees will prevail in selection of vacation time when agreement cannot be reached among employees, but employees must indicate their desire no later than February 1st of each calendar year.

4. Once the vacation schedule has been posted (March 1), any request for vacation will be considered on a first come, first serve basis.

5. Any requests submitted the same workday for the same day off, will be determined by seniority.

6. Employees who fail to submit any vacation requests shall have their vacation time assigned by the department head.

Section C. Change in Schedule

Each employee shall be allowed their vacation pay prior to the schedule of the vacation period providing they give a written request to the payroll department one (1) week prior to such vacation schedule and providing further that such vacation pay and request shall not be granted with intervals of less than two (2) weeks of vacation schedule.

ARTICLE XI: SICK LEAVE

Section A. Accumulation

All regular employees shall accumulate sick leave at a rate of two and one-half (2 ½) = days per month. Probationary employees will accumulate two and one-half (2 ½) days per month while on probation but are not entitled to use of sick leave until completion of the sixty-seven (67) working day probationary period. The maximum accumulation of sick leave will be thirty (30) days. Employees working half- time or more, but less than full-time, shall receive sick leave benefits on a pro-rata basis. A doctor's excuse can be asked for by the employee's immediate supervisor.

Upon ratification of the 2021 contract, each employee will receive a one-time deposit of ten (10) days into their existing sick leave bank.

Section B. Short & Long Term Disability

The Employer agrees to provide short and long term disability insurance for all employees. Short term shall commence on the fifteenth (15th) day of any injury or illness and shall pay 100% of the employee's regular wage and shall continue for ninety (90) calendar days, at which point the employee shall convert to long term disability. Long term disability shall pay 66-2/3% of the employee's monthly earnings and shall continue until age 65. Short-term disability shall be verified by the employee's attending physician and employees shall not be required to work in a light duty capacity.

The Employer shall continue to provide hospital/medical insurance, dental, and life insurance for any employee who has qualified for and is receiving long term disability insurance benefits from the Employer's Insurance carrier under the same terms and conditions as regular active employees, for the term of this Agreement.

The employee shall provide payment for their portion of the medical, dental and life insurance premiums by the

first of each month they are receiving long term disability benefits.

Section C. Continuing Accruals

An employee shall continue to earn sick leave days when he is out of work due to a compensable injury under the Workmen's Compensation Act, provided that such injury occurs during his employment with the Employer. An employee who is out on short term or long term disability shall accrue vacation and sick leave benefits at 100% of the regular employee accrual rates for the duration of their absence while on STD or LTD, and will not be entitled to premium pay or any other bonus or entitlement pay during their absence.

Section D. Sick Leave for Family Members

1. An employee may use his/her accumulated sick leave in the case where serious illness in his/her family (spouse, children and parents) requires his/her care and attendance.

2. An employee, who has been declared the legal guardian of another person, may also utilize their sick leave benefits to care for said individual. Employees must notify the City Clerk/Treasurer if they have been made a legal guardian prior to use of sick leave benefits.

3. Employees may also use paid sick leave as per MN statute 181.9413. Family and Medical Leave Act, the Employer agrees to extend all rights granted under Federal or State Statutes regarding family or medical leave.

Section E. Sick Leave Bonus

1. Effective November 1, 1994, employees will be eligible for a sick leave bonus based on the following basis:

8.0 hours per year or less of used sick leave	- 5 days of pay
8.1 hours per year to 16.0 hours per year used sick leave	- 4 days of pay
16.1 hours per year to 24.0 hours per year used sick leave	- 3 days of pay
24.1 hours per year to 32.0 hours per year used sick leave	- 2 days of pay
32.1 hours per year to 40.0 hours per year used sick leave	- 1 day of pay
40.1 hours per year used sick leave	- 0 days of pay

2. Employees who suffer a workmen's comp related injury while employed by the Employer shall have the option of utilizing one third (1/3) day of sick leave, or no sick leave to remain qualified for the sick leave bonus. It would exclude employees who request and are granted a leave of absence exceeding five (5) days.

3. The sick leave bonus will coincide with the calendar year. The sick leave bonus check will then be issued the first pay period of January on a separate check.

Section F. Pro-Rata Sick Leave Bonus

1. Any bargaining unit member who retires from the Employer and meets the retirement qualifications in Article XX Section B-1 or any member who passes away while an active employee of the Employer shall be entitled to a pro-rata sick leave bonus payment.

2. The pro-rata bonus shall be calculated as follows:

Date of Retirement or Death	Hours of Sick Leave Used	*Divided by* Number of months worked 12	*Equals* Proportional Hours	Eligible for (hours)	*Times* Hourly Rate of Pay	*Times* Number of months worked 12	*Equals* Pro-Rata Payment
			8 or less	40			
			8.1 – 16	32			
			16.1 – 24	24			
			24.1 – 32	16			
			32.1 – 40	8			
			40.1 or more	0			
EXAMPLES							
Date of Retirement or Death	***Hours of Sick Leave Used***	***Divided by # of months worked in Calendar Year***	***Equals* Proportional Hours**	***Eligible for (hours)***	***Hourly Rate of Pay***	***Times Number of months worked/12***	***PRO RATA PAYMENT***
Oct. 31	0	/ 10/12	0	40	X $15.00	X 10/12	= $500
Apr. 15	8	/ 4.5/12	21.3	24	X $18.00	X 4.5/12	= $162
June 30	16	/ 6/12	32	16	X $20.00	X 6/12	= $160
Dec. 1	32	/ 11/12	34.9	8	X $15.00	X 11/12	= $110

3. The bonus payment shall be calculated and explained to the retiree prior to the issuance of the check, and in the event of the death of an active employee, the calculation formula shall be included with the payment to the beneficiary.

Section G. Sick Leave – HCSP:

1. Employees with a minimum of ten (10) years of service with the Employer, who retire and are immediately eligible for PERA pension and/or PERA disability benefits, who resign/quit because of disability, or who are laid off from employment and not re-called, shall have the balance of their accumulated, unused sick leave hours transferred into their Post-Retirement Health Care Savings Plan account. Sick leave hours will not be paid out to employees who are terminated for cause.

2. Employees who voluntarily quit employment with the Employer or are terminated for cause are not entitled to any payment of sick leave bonus. Employees who separate employment under a disability arrangement are also not eligible for a sick leave bonus payment.

ARTICLE XII: SENIORITY

Section A. Staffing Level

The Employer shall have the right to determine the number of full and half-time regular employees and temporary, casual or seasonal employees.

Section B. Probation

All new regular employees shall be on probation for a period of sixty-seven (67) working days, at the end of which period they shall be entitled to seniority from their first day of employment. The standing is to be determined on the basis of total length of continuous employment with the Employer, not to include overtime hours, in a bargaining unit position. Accreted employees shall be credited with total hours of employment. For employees hired prior to January 1, 1995, seniority shall be credited by years of continuous service. This section shall not apply to temporary, casual or seasonal employees.

Section C. Temporary Employees

For any employee hired to fill an AFSCME bargaining unit position on either a full-time temporary status, or on a part-time temporary status, the following conditions shall apply:

1. From the first day of employment, the employee shall receive the contract rate of pay for the position they are hired or assigned to fill (90% of the hourly rate for the first six (6) months of employment). During the first sixty-seven

(67) shifts of employment with the Employer, the employee shall earn no rights for seniority purposes with the bargaining unit. They have no right to post for any openings which may occur within the AFSCME bargaining unit, but may be assigned to an open position if they possess the necessary qualifications and licenses, and no bargaining unit employees are available. No overtime shall be offered unless all other eligible bargaining unit employees have been given an opportunity to work the overtime first.

2. If the temporary position lasts longer than sixty-seven (67) shifts, on the sixty-eighth (68th) shift, the employee shall be declared on probation with the Employer, subject to the usual and customary evaluation process for all other regular bargaining unit employees. During this period of probation, the employee may be discharged without cause. Effective 1/1/2015, upon completion of one hundred thirty-four (134) shifts; the employee will have completed the contractual probationary period and will be entitled to bargaining unit seniority, with their seniority date being the first date of employment with the Employer. The employee shall be credited with sick leave and vacation accumulation and enrolled for other benefits, if they so desire, and will have layoff and recall rights as per this Agreement. During the second 67-shift probationary period, the employee may post for bargaining unit vacancies, but has no seniority rights to any position.

Section D. Seasonal Employees Seniority

1. A seasonal bargaining unit position is a position that is anticipated to last more than 67 shifts in a calendar year. It shall be scheduled to work forty (40) hours per week, five (5) days per week, on a regular basis over a predicted period of time during the year, (i.e. 5 to 7 months from April to October as an example). Seasonal AFSCME bargaining unit positions will not accrue seniority rights within the regular full time, regular part-time AFSCME Local 454 bargaining unit, but will establish seniority rights within the seasonal AFSCME bargaining unit after completion of 90 working shifts. Seasonal seniority rights shall be used for purposes of layoff and re-call to the seasonal unit positions, or to fill vacancies in the regular AFSCME bargaining unit, during non-seasonal periods of work.

2. In the event of a vacancy in the regular AFSCME Local 454 bargaining unit, seasonal employees shall be allowed to make application at the Clerk's office for consideration for the position, but may be considered only if there are no applicants from the regular full time, regular part-time AFSCME bargaining unit. If this occurs, the Employer shall review the seasonal applicants prior to seeking additional applicants from the general public. If the seasonal applicants do not possess the minimum qualifications for the position, they shall not have a "seniority right" to the position and may not grieve the issue with the Employer. In the event of a temporary vacancy in the regular AFSCME bargaining unit during non-seasonal periods, the senior qualified seasonal employee should be recalled. If a seasonal works more than 67 shifts in a regular bargaining unit position, they would then establish a seniority date with the regular AFSCME bargaining unit, and would have seniority rights for future employment purposes.

3. Seasonal AFSCME bargaining unit positions shall not be entitled to any benefits other than, workmen's compensation benefits, and life insurance while employed in a seasonal position. They shall be covered by the overtime language, holiday pay during seasonal periods of employment only, and seasonal seniority. The pay for the seasonal bargaining unit positions shall be 90% of the regular position's rate of pay found in the AFSCME Local 454 Agreement, for the first six (6) months of employment, and shall increase annually in accordance with negotiated increases to said position.

Section E. Equipment Upgrades

Regular employees desiring training to operate equipment of a higher-grade classification within the department they work in shall be trained by qualified personnel designated by the City Engineer or his designee. The time and place of training will be selected by mutual agreement.

Section F. Loss of Seniority/Layoff

1. A regular employee shall lose their seniority standing upon voluntary resignation from employment with the Employer, or if terminated for cause. Any employee on layoff status shall retain seniority and recall rights for thirty (30)

months after the original date of layoff. After thirty (30) months, their name shall be removed from the employment rolls.

2. The City agrees that there will be no future outsourcing of any bargaining unit jobs and if there are to be layoffs within the City that would affect AFSCME bargaining unit positions, the City agrees that the golf course contract employees (previous bargaining unit positions) will be laid off prior to any bargaining unit members and will only be recalled after bargaining unit members are recalled to work.

Section G. Bumping

In the reduction of staff in any classification of work, a senior regular employee shall be given preference of work over a junior regular employee in the same classification. A regular employee laid off pursuant to this Agreement may bump a regular employee with lesser seniority in any classification provided that the bumping employee can demonstrate the ability to perform the required job duties and can obtain the required licenses of the position within forty-five (45) working days. For positions which require a college degree or a technical school certification, or State sanctioned license or certification, the employer will determine if a bumping employee has the necessary qualifications to bump into such positions. The Employer agrees to meet and confer with the Union to provide senior employees all available options to work in an effort to avoid laying off senior employees rather than retaining junior employees, part-time employees, seasonal, casual employees. Senior employees bumping into a position of lower pay shall receive the lower rate of pay for the time spent on such lower paying job.

Section H. Rehires

In the rehiring of regular employees, the senior regular employee shall be given preference over the junior regular employee. The Employer will notify the regular employee at his last- known address by certified mail. The regular employee must notify the Employer of their intent to return to work within seven (7) calendar days of delivery and or receipt of the recall notice. Failure to report for work within fourteen (14) calendar days of the return to work notice shall be considered a voluntary quit.

Section I. Transfers

In the case of transfer from one classification of work to another, regular employees involved in the transfer shall not lose seniority standing.

Section J. Seniority List

The Employer shall post the seniority list by January 31 of each year. A period of thirty (30) days from the date of such posting will be allowed a regular employee to appeal their listing. Thereafter, the Employer shall post a new and revised seniority list by January 31 of each year. Once posted, the employer need only go back to the last posting to settle any disputes.

Section K. Vacancies

1. When a vacancy occurs on any job, the Employer shall post a notice of such vacancy within seven (7) days on employees bulletin boards, and the regular employees shall be given seven (7) days' time in which to make application to fill said vacancy. Newly created positions shall be posted in the same manner. The senior regular employee making application shall be transferred to fill the vacancy or new position, provided they have the necessary qualifications to perform the duties of the job involved. A regular employee so transferred to fill the vacancy or new position shall be on probation in the new position for a period of thirty(30) calendar days, during which time they may elect to return to their previous position without loss of seniority in that position. Upon a determination by the Employer during the probationary period that a regular employee does not qualify, they shall not be relieved until review by the appropriate committee or commission and the Union Grievance Committee.

2. Employees in their probationary period may bid on open positions, provided that all permanent, non-probationary employees first have an opportunity to bid on such positions. A change in position will not impact the employee's start date nor extend their probation.

3. During the posting period indicated above, prospective applicants can secure the names of prior applicants from the department head. At the end of the posting period, the department head shall furnish the Union President with a list of all applicants. The Union shall also be notified as to which applicant is appointed to fill each vacancy or new position.

4. Temporary vacancies of thirty (30) days duration or longer shall be filled by posting. Employees serving in a temporary position may not bid on another temporary position. Employees on short-term or long-term disability may not bid on a temporary position.

5. All vacancies, permanent or temporary, shall be posted and filled within forty-five (45) days of the date the vacancy occurs, and it is the intent of the Employer wherever possible to place the senior qualified regular employee in the position at the outset.

ARTICLE XIII: LEAVES OF ABSENCE

Section A. Leave of Absence

1. Family and Medical Leave Act. Employees may also use paid sick leave as per MN statute 181.9413. The Employer agrees to extend all rights granted under Federal or State Statutes regarding family or medical leave.

2. A leave of absence not to exceed six (6) months shall be granted by mutual consent of the Employer and the Union. The leave of absence may be further extended for an additional six months, but in no event for any longer period by mutual agreement of the Employer and the Union. A regular employee shall continue to acquire seniority when a leave of absence is granted.

3. If a person is receiving LTD benefits as provided by the Agreement, they shall remain on the seniority list. Once the employee has been determined fully disabled, or has been on an unpaid leave for two (2) years, they shall be removed from the employment rolls.

4. A regular employee who is absent due to illness after their sick leave has been exhausted be granted a disability leave of absence for a period not to exceed two (2) years. A regular employee on disability leave shall continue to acquire seniority during the period of such leave. The regular employee shall be required to furnish the Employer with a certificate from a doctor as to their inability to return to work each six (6) months during the period of disability leave.

Section B. Funeral Leave

A funeral leave not to exceed three (3) consecutive work days absence shall be allowed to an employee in the event of the death of a member of the immediate family, namely: wife, husband, son, daughter, father, mother, sister, brother, grandparents, grandparents of spouse, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother- in-law. In the event travel is required to a point outside a 200-mile radius from the City of Virginia, an additional period not exceeding two (2) days from the date of funeral will be allowed for travel if needed.

Section C. Parental Leave

Any regular employee who has been employed by the Employer for twelve (12) months or more shall be entitled to a parental leave as defined below:

1. Within six (6) weeks of the birth or the adoption of a child, an employee may commence an unpaid parental leave, which may be for a period of up to six (6) months. Prior notice of such parental leave must be received by the Employer at least four (4) weeks before the start of such parental leave and shall state the expected starting and ending dates of such

leave.

2. During such unpaid parental leave, an employee shall not be eligible for any other contract benefits except for the Employer provided health insurance coverage which may be continued at the employee's expense.

3. Upon return from parental leave, an employee shall be entitled to all accrued pre- leave benefits and seniority, and shall return to their former position or another position with comparable duties, hours, and pay. In the event such parental leave lasts longer than one (1) month such employee must provide at least two (2) weeks' notice of intent to return to work prior to returning to work.

4. In the event the employee is eligible for and receives sick leave benefits as provided for in Article 10 of the Agreement during the time of parental leave, the employee shall be paid for such sick leave benefits and their unpaid parental leave shall not be extended as a result of using sick leave.

5. During the prenatal period, the pregnancy shall be treated in the same manner as any other illness for the purposes of use of accumulated sick leave during the period when the employee is incapacitated as a result of the pregnancy.

Section D. Military Duty Leave

Up to fifteen (15) working days (120 hours) paid leave per calendar year shall be granted to members of a Reserve or Guard Unit of the United States or the State of Minnesota who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or the State of Minnesota. Employees shall be paid their regular salary during the period of military leave, and shall remit payment received from the Guard or Reserve Unit, minus mileage or per-diem, to the Employer. Military leave without pay will be granted to all employees recalled to active duty in the United States Military or Minnesota Guard Units and all such time shall count toward the employee's seniority.

Section E. Jury Duty

1. When a regular employee has been called upon for jury duty by the Municipal, State or Federal Courts and has been absent from work because of such jury service, they shall be paid their regular salary by the Employer with the understanding that at the completion of their jury duty, they shall remit their jury service checks to the Employer. The Employer shall be entitled to the jury duty check, less the amount included for traveling expenses, which shall be remitted to the employee.

2. It is further understood that if such employee is scheduled to work on the day in question and is dismissed by the Court two (2) hours prior to the end of their work schedule, they will return to work for the balance of such day. If a shift worker is scheduled to work the afternoon shift on the day in question and is dismissed by the Court two (2) hours prior to the beginning of his shift, they will not be considered as having performed any jury duty on that day and consequently will be compensated only for time actually worked on such shift. The employee must give their department supervisor notice of their forthcoming jury service as soon as they are notified if they are to receive the difference as indicated above.

Section F. Leave Donation Policy

A leave donation program as outlined in City Policy will be available to employees covered under this agreement.

ARTICLE XIV: DISMISSALS, DEMOTIONS AND TRANSFERS

1. Discharges, demotions or transfers to a lower classification shall be made only for just cause. The Union Grievance Committee and the employees affected shall receive prior notice in writing of any such action. Upon request of the Union, a hearing shall be held at which the employees and the Union shall have the right to present witnesses, introduce evidence, and to examine witnesses and evidence presented against them. A stenographic record of the hearing before the Employer shall be taken, and the employee and the Union Grievance Committee shall be entitled to a copy of the record. In case of

dismissals, the salary of the employee shall be suspended during the period in which the hearing takes place, but their name shall not be removed from the payroll. In case of reinstatement after the hearing, the employee shall be given all the back pay withheld during the period of suspension. In cases where a demotion has been proved unjustified and the employee returned to their former status, the loss of pay involved shall be restored.

2. Where reasonable to do so, before an employee is suspended, they shall be given a hearing before the Grievance Committee of the Employer.

3. In the event a general layoff is contemplated, the Employer agrees to call in the Union Grievance Committee and to discuss the problem with them before any action is taken.

ARTICLE XV: GRIEVANCE PROCEDURE

Grievance shall be defined as a dispute or disagreement as to the applications or interpretation of any term or terms of this Agreement.

Section A. Resolve Informally

Employees are encouraged to attempt to resolve any disagreement on an informal basis with their Supervisor. If the matter is not resolved by informal discussion, it shall be settled in accordance with the following procedure:

Section B. Step 1 – With Supervisor

The Union President, Steward, or the grievant shall present the grievance in writing to the Supervisor involved. Failure to present the grievance within ten (10) working days of the occurrence or knowledge of the violation, and failure to request in writing within the prescribed time limits advancement of the grievance to the next step shall render the grievance null and void. Failure of the Employer to respond within the prescribed time limits shall render the grievance settled, based on the Union's last position on the issue. An answer to the grievance shall be made in writing within fifteen (15) calendar days after receipt by the Supervisor.

Section C. Step 2 – City Personnel Committee

In the event no settlement is reached, the Union or the Employer may request a meeting between the Exclusive Representative and the City Personnel Committee Chair or the Mayor, the grievant and the Supervisor. Request for this meeting shall be in writing and must be postmarked within fifteen (15) calendar days after receipt of the written response of the Supervisor. This meeting shall be considered Step 2.

Section D. Step 3 – City Council

In the event no settlement is reached, the Union or the Employer may request in writing a meeting with the City Council. The request is to be in writing, and shall be postmarked within fifteen (15) calendar days of the date of the Step 2 meeting. The meeting shall be scheduled within twenty (20) calendar days after receipt of the written request. This shall constitute Step 3.

Section E. Step 4 – Mediation

In the event no settlement is reached at the Step 3 meeting, the parties may with mutual consent request the services of the Bureau of Mediation Services and hold a grievance mediation session, to attempt and reach a settlement. Request for this Step 4 meeting shall be made in writing within ten (10) calendar days of the Step 3 meeting. If there is no consensus on the grievance mediation, the grievance shall move directly to the final step, grievance arbitration.

Section F. Arbitration

If no settlement is reached in Step 3 or Step 4 (depending on the parties position on grievance mediation), the grievance shall be submitted to arbitration, within fifteen (15) calendar days, and the decision of the arbitrator shall be final and binding on the parties. If the parties are unable to agree upon the appointment of the arbitrator within five (5) days after submission of the grievance to arbitration, either party may then request the Director, Bureau of Mediation Services, State

of Minnesota, to furnish a list of seven prospective arbitrators. From this list, each party shall, in turn, strike one name until one name remains, and the last remaining individual shall be designated as arbitrator. The grieving party shall strike first. A hearing on the grievance shall be heard promptly by the arbitrator, and a decision shall be rendered by him within thirty (30) days of the date of the hearing. All Expenses and costs of the arbitrator shall be shared and assessed equally to the parties.

Section G. Representation

Duly authorized representatives shall have the right to accompany the employee and/or the Union Grievance Committee at all times in the discussion or adjustment of grievances. And the Employer shall have the right to have its representative present at all times in the discussion and adjustment of grievances.

Section H. Right to Waive

The time limits in any step of the grievance procedure may be waived by mutual agreement of the Employer and the Union.

Section I. Arbitrator's Authority

An arbitrator may not modify, add to, delete from, or ignore any provision of the Labor Agreement in rendering his/her decision.

ARTICLE XVI: GENERAL PROVISIONS

Section A. Matters Not Covered

All matters not covered by this Agreement shall be settled by negotiations.

Section B. Bulletin Boards

The Union shall be permitted the use of bulletin boards for posting of matters of interest to its members.

Section C. Safety Committee

The Employer and the Union have hereby agreed to the establishment of a Safety Committee composed of members of the Commission and members of the Union. Such Committee shall have the responsibility for the establishment of safety rules and regulations for the purpose of protecting and enforcing the general safety program within the City of Virginia. The Employer agrees to provide one (1) hour per month for the purpose of employees attending a safety meeting for all employees of the Employer.

Section D. Replacement of Tools

The Employer shall pay for replacement of worn-out or broken tools, provided the broken or worn-out tools are turned in to their supervisor.

Section E. Coveralls

The Employer shall furnish rental coveralls for the regularly assigned mechanics.

Section F. Library Closure

Library employees scheduled to work on a day that the Library is closed due to inclement weather or other circumstances such as a power outage or bomb threat shall receive their regular wage for that day.

Section G. Work-Related Equipment Allowance

Upon receipt (must be the original), the Employer will reimburse the employee up to a maximum of $220.00 in a two year cycle for the purchase of work-related safety apparel or safety equipment with prior approval of the City Safety Director.

Section H. Physical Exams

The Employer may require any regular employee to have an eye and ear examination at the expense of the Employer. Any other physical examination required by the Employer shall be paid for by the Employer.

ARTICLE XVII: CHANGES

Before any change is made in the foregoing rules and regulations, including those affecting working hours and wage and salary schedules, the Employer agrees to give reasonable notice and opportunity to be heard to the Union through its Union Grievance Committee.

ARTICLE XVIII: SOLDIERS PREFERENCE LAWS

Nothing herein shall affect the Soldiers Preference Laws and rights of employees thereunder.

ARTICLE XIX: RETIREMENT

Any employee with twenty (20) years or more of continuous service with the Employer shall, upon retirement, receive one (1) day of vacation pay for each year of service.

ARTICLE XX: HEALTH AND WELFARE PLAN

Section A Life, Health, Dental

All regular employees shall be covered under the following health and welfare program or under comparable or equivalent coverage during the periods indicated. For purposes of Article XX, "regular employees" shall not include supervisory, confidential, temporary, casual, seasonal, or pages from the library. Part-time regular employees shall receive benefits on a pro-rata basis.

1. **Life Insurance. The employer shall provide** $25,000 group term life insurance for active employees to age 65. Employees having ten (10) or more years of continuous service with the Employer at the time they reach age 62 and who retire at age 62 or the total of 90 points (age plus years of service), and who are eligible for retirement under by-laws of the Public Employees Retirement Association, shall be given a non-contributory life insurance policy in the amount of $5,000 at the time of their retirement, or at age 65, provided the service requirements have been met. The entire premium cost for such coverage shall be paid by the Employer.

2. **Medical/Hospitalization Insurance.**

Effective January 1, 2021 through May 31, 2021: VEBA PLAN OPTION AND CURRENT "J" PLAN.

Employees shall be enrolled in a VEBA 100 (830) plan with deductibles of $1200 single and $2400 family (or the deductible levels as provided via the NESC at that time).

i. Employer shall deposit 100% of the deductible amounts into the employees VEBA account at least semi-annually, 50% of the deductible by January 1 and 50% of the deductible July 1 of each year.

ii. The employee shall pay monthly premium for either the single or family monthly premium, and the Employer shall pay the balance of the monthly premium as per Article XX, Section C.

iii. This financial arrangement shall remain intact for the duration of the agreement and until subsequent agreements are reached. For any employee hired after January 1, of each year, the VEBA contribution shall be pro-rated dividing the deductible amount by 12, then contributing that amount into the VEBA account by the first day of the following month of date of hire.

iv. For any future retiree who remains on the VEBA plan, they shall continue to receive the same annual contribution into their VEBA account as the active employee group does, for either the single or family plan selected by the retiree. Deposits for new hires and terminating employees will be pro-rated.

v. Qualified retired employees shall enroll in Medicare/Medicaid upon reaching age 65 and shall be furnished with a supplemental plan that maintains the same level of coverage as provided previously, including prescription benefits.

vi. For any employee who leaves employment with the City during the year of their own volition, the City may withhold from the last paycheck to the employee any VEBA contributions that have been deposited by the

City for that quarter or six (6) month period on a pro rata basis, unless the employee has utilized the VEBA deductible prior to separation.

vii. For any employee who incurs a medical or pharmaceutical bill greater than their current VEBA fund balance, they shall be entitled to an advance of the balance of the annual Employer VEBA contribution amount by submitting proof of the expense (EOB-explanation of benefits from BC/BS; and/or an actual bill from health care provider/pharmacist) being provided to the City of Virginia's Human Resource Director. For employees on a maintenance prescription or for an employee with a scheduled surgical procedure, providing documentation to the HR Director will enable the HR Director to direct the entire VEBA deposit from the City to be made prior to depletion of the individual's VEBA fund balance.

viii. If the City Insurance Committee meets and confers and is successful in finding a medical insurance option that is comparable to the existing coverage, and such change offers a savings for the City, both parties agree to reopen those parts of the Agreement that are affected by the savings and understand at these sections may be modified independently from the rest of the contract with the intent to pass the savings onto the employees.

Effective June 1, 2021 the following terms shall replace the foregoing Article XX Section A(2):

3. PIEP Plan Options/Available Coverages. Employees shall enroll in the Public Employees Insurance Program at any of the three levels offered by the plan upon the following terms:

i. For employees enrolled in the Advantage or the Value plan, employees shall be afforded a contribution to their VEBA account annually, $1,200 for employees enrolled in single coverage and $2,400 to employees enrolled in family coverage.

ii. For employees enrolled in the HSA plan, employees shall be afforded a contribution to their VEBA account annually, $2,000 for employees enrolled in single coverage and $4,000 to employees enrolled in family coverage.

iii. For each plan, the following benefits shall apply:

a. Advantage Plan: for employees enrolled in the PEIP Advantage plan, the employer shall pay 80% of the monthly premium, and the employee shall pay 20% of the monthly premium

If an employee's out-of-pocket costs exceed $1,200 for single coverage or $2,400 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article XX: Section A, Subsection 2, vii.

b. Value Plan: for employees enrolled in the PEIP Value plan, the employer shall pay 80% of the monthly premium, and the employee shall pay 20% of the monthly premium.

If an employee's out-of-pocket costs exceed $1,200 for single coverage or $2,400 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article XX, Section A, Subsection 2, vii.

c. HSA Plan: for employees enrolled in the PEIP HSA plan, the employer shall pay 90% of the monthly premium, and the employee shall pay 10% of the monthly premium.
If an employee's out-of-pocket costs exceed $2,000 for single coverage or $4,000 for family coverage in a

calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article XX: Section A, Subsection 2, vii.

A hardship shall be defined as a medical or pharmaceutical bill that surpasses the annual VEBA contribution made by the City. A hardship shall not include VEBA- or HSA-eligible expenses that are non-medical or non-pharmaceutical (e.g. frames for glasses).

4. Blue Cross/Blue Shield/Delta Dental Premier Comprehensive Enhanced Dental Coverage with special endorsement for Orthodontic Coverage. Annual maximum allowance for dental insurance is $1,500 with Lifetime orthodontia maximum of $1,000.

Section B. Employee Contributions

1. Through 5/30/2021 for the BCBS J plan, the Employer shall pay the following percentages of the insurance premium costs of Items 1, 2, 3 and 4 above, including the cost of coverage of the dependents of the employees, per month.

EFFECTIVE DATE	EMPLOYER CONTRIBUTION	EMPLOYEE CONTRIBUTION
July 1, 2018	83%	17%
January 1, 2019	83%	17%
January 1, 2020	80%	20%

Section C. Continuation during Workers Comp or Layoff

The Employer shall continue to provide the coverages hereinabove set forth during the period of temporary total disability to employees resulting from compensable injury under the Workmen's Compensation Act and for a period not exceeding six (6) months for employees either laid off or after sick leave has been exhausted, but shall terminate the same upon such employee obtaining other employment.

Section D. Retiree Coverage

1. The Employer shall provide continued coverage for retirees who qualify pursuant to paragraph Article XX, Section B-1 above, and their dependents, health insurance as outlined in Article XX, Section A above, until the time of the retiree's death.

2. In the case where the employee is eligible for such coverage under Federal Medicare, he shall be required to apply for such coverage, and they shall then be covered under the supplemental Blue Cross and Blue Shield plans. The premium contribution toward the supplemental plan shall be the same as the premium contribution made to the regular health insurance plan.

3. In the event the spouse of the retiree is under age 65 and therefore not eligible for Federal Medicare, he or she shall be continued in coverage under the regular Blue Cross-Blue Shield plan until such time as they become eligible for Medicare, at which time the spouse will be furnished supplemental Blue Cross and Blue Shield coverage; provided, however, that the spouse must qualify as a dependent of the employee to be eligible for this coverage.

Section E. Retiree Contributions

a. For retirees who retired prior to the ratification of the 2021-2023 agreement who qualify for retiree medical insurance benefits, the contribution levels toward monthly premiums shall be dictated by the terms of their separation agreement or the contract under which they retired.

For any future retiree who qualifies for retiree medical insurance contributions, the retiree shall contribute toward the monthly premiums at the level specified by the contract under which the employee retired. (For example, if an employee

retires under the 2021-2023 agreement, a retiree enrolled in the PEIP HSA plan shall pay 10% of the monthly premium; a retiree enrolled in the PEIP Advantage plan shall pay 20% of the monthly premium.) A letter shall be provided to each employee upon retirement specifying the rate(s) of contributions available to them under the plans offered and a copy of the letter shall be retained by the City.

b. Any employees hired after the date of ratification of the 2004 contract who qualify pursuant to paragraph B-1 above, and their dependents, shall contribute toward the monthly premiums for items B-2, B-3, B-4 above, at the rate of 100%. All other provisions of Article XX, Section E above shall continue to apply.

c. Upon ratification of the 2018-2020 Contract, the Employer shall provide continued health/dental coverage under the VEBA 100 plan with a premium split of 85/15 with the Employer paying 85% to any employee who meets the following criteria:

i. By 12/31/2021, employee is eligible for retirement under by-laws of the Public Employees Retirement Association's (PERA) "Rule of 90" which states that total of age plus years of service equals 90 points, AND
ii. Employee qualifies for medical insurance benefits from the City after retirement under Article XX, Section F-1, AND
iii. Employee submits a letter of intent to retire by 10/31/2020 that clearly indicates date of retirement that is on or before 12/31/2021 AND
iv. Employee must retire on or before 12/31/2021.

d. The Employer will pay the full annual deductible until age 65. At age 65, the retiree must enroll in a supplemental plan.

e. If the employee dies, the surviving spouse may continue single medical and/or dental coverage by paying the full monthly premium for such coverage(s).

Section F. Retiree Eligibility

All benefits listed above in Retirement Health and Welfare.

Section G. Health Care Savings Plan

1. The Parties agree that if the Union wants to add options to increase HCSP contributions with employee monies, those parts of the Agreement can be reopened and modified independently from the rest of the contract. The Union shall give the Company thirty (30) days' notice and the Parties will meet to discuss options. This in no way obligates the Employer to contribute any Employer funds to employee Health Care Savings Plans.

2. Beginning on the first anniversary of any employee hired after January 1, 2004, said employee shall contribute via payroll deduction to a Health Care Savings Plan in the following amounts:

Year	Employee Contribution	Employer Contribution
1st Anniversary	4% of Monthly Base Wage ..	1% of Monthly Base Wage
5th Anniversary	4% of Monthly Base Wage ..	3% of Monthly Base Wage
10th Anniversary	4% of Monthly Base Wage ..	5% of Monthly Base Wage
15th Anniversary	4% of Monthly Base Wage ..	7% of Monthly Base Wage

3. Contributions will be made monthly.

Section H. Insurance Committee

The Employer agrees to immediately establish a Committee on Health Insurance to be empowered with the ability to effectively recommend insurance programs and shall further be empowered to research all available health insurances periodically. This committee shall consist of equal members from all bargaining units and equal members from the City Council and management; i.e., one member from the City Council, one member from management, one member from the library department bargaining unit, one member from the parks department bargaining unit, and one member from the public works bargaining unit. The City agrees to appoint the one (1) retiree from the AFSCME bargaining unit and at least two active members. The Committee shall meet at least annually, and all meetings will be noticed per MN open meeting law requirements.

ARTICLE XXI: PROGRESSIVE REPRIMAND SYSTEM

Section A. Offenses

Offenses include, but are not limited to, the following:

1. Insubordination (refusal or failure to perform work assigned; fighting)

2. Possession, use of, or being under the influence of any alcoholic beverage or any type of dependency drugs during work periods.

3. Absenteeism without leave or without satisfactory explanation; chronic tardiness.

4. Failure to work emergency** overtime.

5. Failure to abide by safety rules and regulations.

**Emergency - When the health and/or safety of the citizens of Virginia is in jeopardy.

Theft would be immediate discharge.

Section B. First Offense – Verbal Warning

Record of a verbal reprimand will be entered into an employee's personnel file. A verbal reprimand will be given and followed up (within five (5) days) with a discussion between the employee and their supervisor on the action, which constituted the reprimand.

Section C. Second Offense – Written Warning

1. A written warning will include a "coaching" session with the employee and the supervisor involved in issuing the reprimand. The supervisor will review and explain the work rules or job performance standards that the employee has violated or abused. The supervisor will encourage the employee to improve their work habits and schedule a follow-up meeting in approximately two (2) weeks to evaluate the improvement of the employee.

A copy of the reprimand will be placed in the employee's personnel file. The employee will also receive a copy.

Section D. Third Offense – Decision Making Leave or Unpaid Suspension of 1 to 3 Days

1. If, and when an employee reaches this point in the progressive reprimand process, it is time for that employee to take a good look at their own behavior, actions, or work habits to determine how to improve themselves to meet the employer's standards. An employee who reaches this step will be notified by their immediate supervisor and their general supervisor that they are being placed on a "decision making leave". This may be for the remainder of a shift, or an entire shift. The decision making leave will be compensated by the use of vacation or compensable time. The next day, or on the employee's next scheduled shift, the employee will meet with the general supervisor prior to returning to work. The parties

will go over the exact reasons for the pending suspension (and the length of that suspension), and the exact work rules that the employee is expected to abide by, if the employee decides to return.

2. If the employee agrees to return to work under the guidelines stipulated by the Employer, the employee shall be allowed to do so. If in the opinion of employee's supervisor, the incident is serious enough to warrant additional time off, or the employee does not agree to return to work under the conditions placed upon them by the Employer, the suspension as described earlier will be implemented (without pay from one (1) to three (3) days).

3. If an employee's decision making leave and subsequent suspension are overturned by an arbiter or the City Council or City Administrator, the time off taken for the decision making leave (comp time or vacation) will be credited back to the employee.

4. The decision making leave directly involves the employee in the process of discipline and correction, and treats them as the adult they are, and as they are expected to behave and abide by the working conditions set forth by the Employer. A copy of the decision making leave will be placed in the employee's personnel file and a copy will be given to the employee.

Section E. Fourth Step - Termination

1. If an employee's actions have resulted in them being subjected to the three (3) previous steps within the agreed upon time frame, then the Employer shall notify the employee with a termination notice. A termination hearing will be scheduled in accordance with the City Charter. A copy of this notice shall be sent to the Union also.

2. A record of each offense will remain in an employee's personnel file for a period of three (3) years from the date it was issued.

3. All employees' personnel files will be expunged of any discipline actions or notices after three (3) years from the date the reprimand was placed in the employee's file.

Section F. Work Rules

1. Doctor and dental appointments shall be made after working hours where it is possible.

2. Coffee breaks shall be taken at the nearest coffee shop to the work site and every effort shall be made not to have a number of employees at the same coffee shop.

3. Cooperation by the employees of the City is necessary for the performance of your duties. Failure to cooperate with fellow employees will be dealt with on the same basis as the above reprimands.

4. Public Works employees on loan to other City departments shall be required to follow the work rules of such other departments.

ARTICLE XXII: NON-DISCRIMINATION CLAUSE

ARTICLE XXII. Non-Discrimination

1. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, sexual preference, race, color, creed, disability, national origin, political affiliation, veterans status, membership in the National Guard, state defense force or any reserve component of the military forces of the United Stated or any other basis prohibited by federal or state law, e.g., Americans with Disabilities Act.

2. The Union and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Union and the Employer agree that they have the obligation to consider accommodation requests from qualified ADA individuals and employees returning from Worker's Compensation injuries. The Employer agrees to maintain

the policy of attempting to place employees who have incurred a work related disability in areas of work which would fit the employee's physical capabilities but not to create a job just to provide employment.

3. The Employer shall provide these reasonable accommodations in a fair and equitable manner. Should reasonable accommodation request(s) raise the question of waiving the collective bargaining agreement, the Employer and the Union shall follow the procedures in Section C.

Section B. Information

Both parties recognize their responsibilities for confidentiality. The Union agrees to provide ADA information to any employee who requests a reasonable accommodation. Upon request from the Union, the Employer shall provide a report of reasonable accommodation requests.

Section C. Process

1. Upon request, an employee seeking an accommodation shall be entitled to Union representation. The Union representative and the employee shall be allowed a reasonable amount of time during working hours, without loss of pay, to discuss the request. The Employer shall review employee requests for accommodation considering ADA guidelines on equipment purchase or modification, accessibility improvement, and scheduling modifications and/or restructuring of current positions and duties allowable under the collective bargaining agreement, before considering or requesting waiver of the collective bargaining agreement.

2. If the Employer deems that the contract waiver is necessary, they shall contact the Union to convene a meet and confer on the issue. At this meeting, the Employer shall inform the Union of the employee's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived, and the manner in which the Employer proposes to modify that article(s).

ARTICLE XXIII: DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall remain in full force and effect until December 31, 2020, unless either party hereto gives notice to the other party at least sixty (60) days prior to the expiration date of this Agreement of the desire to negotiate a new agreement.

CITY OF VIRGINIA

Mayor

City Administrator

AMERICAN FEDERATION OF STATE COUNTY & MUNICIPAL EMPLOYEES (AFL-CIO), LOCAL UNION 454

President

Labor Representative

APPENDIX A: SALARY AND CLASSIFICATION SCHEDULE

AFSCME WAGE SCALE
01/01/2021 - 12/31/2023

DEPARTMENT/POSITION	3.00% 1/1/2021	3.00% 1/1/2022	3.00% 1/1/2023
SHOP			
Mechanic	$29.62	$30.51	$31.42
Lead Mechanic	$31.68	$32.63	$33.61
HEAVY EQUIPMENT OPERATORS (Class A License)			
Loaders, Excavators, Rubber Tired Backhoe, Bucket Truck, Polecat Truck, Sanding Truck, Sidewalk Plow - Blower, Bobcat, Low Boy Tractor Trailer, Snow Blower Loader, Grader, Tracked Cats	$28.38	$29.23	$30.11
HEAVY EQUIPMENT OPERATORS (Class B License)			
Garbage Truck - Automated, Flusher, Tandem Truck, Recycle Truck	$27.86	$28.70	$29.56
TRUCK DRIVERS	$27.06	$27.87	$28.71
REPAIR CREW			
Repair	$27.40	$28.22	$29.07
Painting (Signs & Streets)	$27.73	$28.56	$29.42
Repair Crew Foreman	$28.64	$29.50	$30.38
SEWERS			
Sewer Maintenance Operator	$28.64	$29.50	$30.38
Sewer Vactor Operator	$28.64	$29.50	$30.38
BUILDING MAINTENANCE			
Janitor/Building Maintenance	$27.06	$27.87	$28.71
Building Maintenance/Repair Foreman - Public Works	$30.70	$31.63	$32.57
Building Maintenance/Repair Foreman - MECC	$30.70	$31.63	$32.57
ADMINISTRATIVE			
Receptionist	$24.60	$25.34	$26.10
Administrative Clerks	$26.70	$27.51	$28.33
Administrative Assistant City Hall, Police, P&R, Public Works	$27.58	$28.40	$29.25

ADMINISTRATIVE (continued)			
IT & Network Specialist I	$27.58	$28.40	$29.25
IT & Network Specialist II	$29.97	$30.87	$31.79
IT & Network Specialist III	$31.14	$32.07	$33.04
Program Assistant/IT Specialist - Fire	$30.47	$31.38	$32.32
FINANCE			
Accounting Clerk I	$27.97	$28.81	$29.67
Accounting Clerk II	$31.27	$32.21	$33.18
Accounting Clerk III	$33.62	$34.63	$35.67
Accounting Clerk With Payroll	$33.62	$34.63	$35.67
PARKING			
Parking Meter Monitor	$24.06	$24.78	$25.52
COMMUNITY DEVELOPMENT			
Blight Officer	$27.40	$28.22	$29.07
Senior Administrative Coordinator	$30.27	$31.18	$32.11
Engineering Technician	$31.17	$32.11	$33.07
Construction Codes Inspector	$33.94	$34.96	$36.01
Lead Engineer	$35.31	$36.37	$37.46
Community Development Planner	$35.31	$36.37	$37.46
VIRGINIA RECREATION DEPARTMENT			
Part-time Seasonal Maintenance	$22.01	$22.67	$23.35
Arena Maint. & Ice Plant Mgr –Summer Wage	$27.40	$28.22	$29.07
Custodian-Ice Plant Maintenance	$27.97	$28.81	$29.67
Arena Maint. & Ice Plant Mgr – Winter Wage	$27.97	$28.81	$29.67
Custodial Maintenance Supervisor	$28.64	$29.50	$30.38
Utilityworker	$27.40	$28.22	$29.07
VIRGINIA PARK DEPARTMENT			
Utilityworker	$27.40	$28.22	$29.07
Greenkeeper	$28.64	$29.50	$30.38
Florist	$29.97	$30.87	$31.79
Utilityworker/Working Foreman	$28.64	$29.50	$30.38
VIRGINIA PUBLIC LIBRARY			
Library Clerk	$26.29	$27.08	$27.89
Maintenance	$27.06	$27.87	$28.71
Library Clerk Media	$29.12	$29.99	$30.89
Library Associate	$31.54	$32.49	$33.46

GENERAL UTILITY & REPAIR	$27.05	$27.86	$28.70
SKILLED LABOR	$24.44	$25.17	$25.92
LABORERS(Common)	$15.69	$16.16	$16.64
STUDENT LABOR	$14.37	$14.80	$15.24

All new employees will start at a rate that is equal to 10% less than the contract rate of pay for the position filled for the first six (6) months of their employment. After the six (6) month period, the employee shall be paid at the full contract rate of pay for the position they are assigned.

APPENDIX B: CITY OF VIRGINIA RETURN TO WORK POLICY

It shall be the Policy of the City of Virginia to treat each employee consistently when dealing with a "return to work" from illness or injury. This Policy will be subject to all applicable laws pertaining to The Americans with Disabilities Act (ADA). The principle and philosophy of the Policy shall be to allow an employee for a return to work from an extended illness or injury, when the employee is capable of providing meaningful work which is readily available and where the City can reasonably accommodate, without putting the employee or City at risk or burdening fellow employees with the accommodation(s).

The first option will be to return the employee to their posted position with or without reasonable accommodation(s) that may be necessitated by a medical/physical restriction of the employee. In the event an employee has medical/physical restrictions upon their return to work, the City retains the right to request a medical examination or occupational assessment, at the expense of the City, to fully determine the extent of the restriction(s) and to assist in determining the appropriate accommodation(s).

The second option will be to allow for a return to work in an alternate assignment, when and where meaningful work is available that the employee can readily perform with limited accommodation(s). Such work assignment(s) cannot infringe on the regular duties of other bargaining unit employees, and cannot be used to replace or displace bargaining unit employees. Again, where the employee has medical/physical restrictions, the City can request a medical examination or occupational assessment, at the expense of the City. Placement in an alternate work assignment shall be for a maximum of fifteen (15) regular shifts wherein an evaluation, based on new information attained from medical or occupational reevaluation or reasonable accommodation, of the placement shall be reviewed. In the event of disagreement over available work, the Union may present their position to the Personnel Committee of the City for consideration.

The City, in considering a return to work placement with restriction(s) back into the employee's posted position, or in an alternate work assignment, shall notify the Union Exclusive Representative and/or President of the placement and the Union shall have the opportunity to meet with the City and the employee to discuss the return to work placement that involves accommodation(s). This will ensure the consistent handling of the procedure and opportunities for all bargaining unit employees.

This policy may not be used or interpreted to contradict language in the AFSCME Local 454 Labor Agreement covering employees while on short and long term disability and does not create a "light duty" situation. This Policy shall govern over employees returning from worker's compensation injuries, return after a long term disability and extended illness or medical leave of absence.

The parties to this Agreement, (i.e., the City of Virginia and AFSCME Local 454), agree to the terms and conditions of this Policy, as indicated by their signatures hereto affixed, effective on the date of ratification.

ACCEPTED BY PARTIES: 12/28/99

APPENDIX C: Team Leader and Team Coordinator

Per previous Memorandums of Understanding negotiated in 2003 and 2004, the Employer and the Union have agreed to the establishment of the positions of "Team Leader" and "Team Coordinator." Regarding those positions, the Employer and the Union Agree:

- The duties and responsibilities of these positions are enumerated in the job descriptions of the "Team Leader" and "Team Coordinator" as they exist in the various departments.
- When vacant, the position of Team Lead and Team Coordinator shall be posted and filled per the collective bargaining agreement.
- An employee may work a maximum of two consecutive years as a Team Leader before the position is reposted. After reposting, a person who served as Team Leader in the previous term may not take the position again unless there are no other volunteer. If no volunteers/applicants come forward for team leader, the position will be appointed by Management.
- If no team leader is scheduled to work, the hours and duties will be assigned to the senior qualified employee on shift
- Each Team Leader shall receive one-half (1/2) hour of overtime five (5) days per week [a total of two and one half (2-1/2) hours per week] to accommodate completion of the additional duties associated with the Team Leader position. Overtime shall be at 1-1/2 times the employee's regular hourly rate of pay.
- The Team Coordinator will be paid his/her assigned rate of pay plus $2.00 per hour and allowed one (1) hour of overtime per day, five (5) days a week. The Team Coordinator will be included in the on-call rotation with the Team Leaders.
- The "on-call" after hours and weekend duties shall be shared equally between the Team Leaders and the Team Coordinator(s) with a schedule to be provided to the City Department Director. For these additional responsibilities, the "on-call" team leader shall receive a total of eight and one half (8-1/2) hours at 1-1/2 times their regular hourly rate of pay for each seven-day period they are on call, in addition to the two and one half (2-1/2) hours of overtime above (for a total of eleven (11) hours overtime). In the event of an actual callout, they shall be covered by the labor agreement dealing with callout pay.
- The City may remove an employee from the team leader position by Council action through the City Department Director. Such action shall not be considered disciplinary and not subject to the grievance process. If an employee group at Public Works has problems with a team leader, that shall be communicated through the Union President or the Exclusive Representative, and they will inform the City Department Director of the situation and required action.
- Additional duties for team leaders include participation in bio-solid authority, area transportation partnership (including administering grants), dial-a-ride (including oversight of contractor), mineview (fielding calls and working with Chamber of Commerce), and solid waste (including developing process/procedure, coordinating billing, maintaining records), sanitary sewer distribution and collection (callouts), etc.
- The parties agree to meet and discuss any issues that may arise regarding team leaders upon written request by either party. Said request shall clearly identify the issue to allow for proper preparation at the meeting.

Proposed Letter of Understanding
between
AFSCME Local 454, Council 65
and
The City of Virginia

Custodial Services Scheduling and Hours of Work

The City of Virginia (herein after referred to as "the Employer") and AFSCME Local 454, Council 65 (herein after referred to as "the Union") are parties to a collective bargaining agreement in effect through December 31, 2023. The Employer operates a facility known as the Iron Trail Motors Event Center and the new positions known as Custodial Services will be assigned to this facility. Because of the operating hours of the new facility, the Employer and the Union mutually agree to the following rotating schedule of 10-hour shifts for Custodial Services staff at the facility:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
CS1	CS2	CS2	CS1 CS2	CS1	CS1	CS2
CS2	CS1	CS1	CS1 CS2	CS2	CS2	CS1

The Employer and the Union also agree to the following:

- Initial selection for where each employee will begin the rotation will be determined by seniority
- Employees will receive overtime when the work beyond 10 hours in a single shift or 40 hours in a week
- Additional hours of work beyond the hours scheduled will be offered first to employees working the shift and then equalized per existing language and practice. Schedules will not be changed without mutual agreement with fewer than four weeks' notice, except in cases of emergency
- Employees shall not be scheduled with fewer than 12 hours between the end of one shift and the start of the next, except by mutual agreement
- The Employer and the Union agree to meet and discuss this schedule within one year of when it is implemented; further changes to the schedule will require mutual agreement between the impacted employees and the Employer

All other articles and provisions of the CBA will continue in full force and effect as of this date March 16, 2022.

CITY OF VIRGINIA

Larry Cuffe, Mayor

Britt See-Benes, City Administrator

AFSCME