

LABOR AGREEMENT

BETWEEN

THE CITY OF HINCKLEY

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO
LOCAL NUMBER 1647**

JANUARY 1, 2019 – DECEMBER 31, 2021

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ARTICLE 1. PURPOSE

- Section 1.1 This Agreement, entered into by the City of Hinckley, hereinafter referred to as the "EMPLOYER," and Local 1647, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION," has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences concerning the interpretation or application of this Agreement, and the establishment of rates of pay, hours of work, and other conditions of employment.
- Section 1.2 This Agreement is pursuant to and in compliance with the Public Employment Labor Relations Act, as amended, hereinafter referred to as the Act.

ARTICLE 2. RECOGNITION

- Section 2.1 The EMPLOYER recognizes the UNION as the sole and exclusive representative for the purpose of establishing wages, hours, and other conditions of employment for all employees of the City of Hinckley who are public employees within the meaning of Minn. Stat. §179A.03, subd. 14 excluding essential, confidential, and supervisory employees.
- Section 2.2 The EMPLOYER shall not enter into any agreement with employees coming under this jurisdiction either individually or collectively, which conflicts with the terms of this Agreement.

ARTICLE 3. EMPLOYER AUTHORITY

- Section 3.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to contract for goods or services; to establish work schedules, shifts, and hours; to make and enforce reasonable rules and regulations; to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or emergency consistent with the terms and conditions listed in this Agreement to the extent practicable; to hire, promote, assign, and transfer employees; to demote, suspend, discipline and discharge employees for good and sufficient reason; to lay off employees because of lack of work or funds or other good and sufficient reasons; to assign duties, tasks, jobs, hours, shifts, and overtime to employees; and to perform any inherent managerial function not specifically limited by this Agreement.
- Section 3.2 The foregoing enumeration of the EMPLOYER'S authority shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of

the laws of the State of Minnesota.

- Section 3.3 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.
- Section 3.4 The EMPLOYER's failure to exercise any right, prerogative, or function hereby reserved to it, or the EMPLOYER's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the EMPLOYER's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4. DEFINITIONS

The terms used in this Agreement shall be defined as follows:

- Section 4.1 **Base Wage:** The Employee's base hourly wage, exclusive of overtime premium or any other special allowances.
- Section 4.2 **Days:** Working days, unless otherwise specified.
- Section 4.3 **Employee:** An employee in the bargaining unit of Employer employees who have completed the required probationary period.
- Section 4.4 **Full Time Employee:** An employee who is regularly scheduled to work a minimum of forty (40) hours per week.
- Section 4.5 **Union:** Local 1647, Council 65, AFSCME.
- Section 4.6 **Employer:** City of Hinckley, or its designated representative.

ARTICLE 5. UNION SECURITY

- Section 5.1 The EMPLOYER agrees to deduct once each month regular or other UNION dues and/or fees from the wages of employees who have authorized in writing such a deduction. The amount of the UNION dues to be deducted shall be certified to the EMPLOYER by the Treasurer of the UNION, and the aggregate deductions of all employees shall be remitted with an itemized statement to the Treasurer ten days after each pay period in which Union dues are deducted.
- Section 5.2 The UNION may designate certain employees from the bargaining unit to act as stewards. Stewards shall be afforded reasonable time off with pay for investigating and processing of grievances. Up to four (4) employees may be designated for the negotiation team as chosen by the UNION.

Section 5.3 Employees who are members of the UNION bargaining committee shall be granted time off with pay for attending bargaining sessions held during their working hours.

ARTICLE 6. GRIEVANCE PROCEDURE

Section 6.1 Definition of grievance. A grievance is defined as dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 6.2 Grievances shall be resolved in the following manner:

Step 1. An employee and/or the UNION Steward claiming a violation of the terms of this Agreement shall, within 21 calendar days after the occurrence of the event giving rise to the grievance, or ten (10) working days after the employee, through use of reasonable diligence, gained knowledge of the occurrence, meet on an informal basis with the employee's department's supervisor, present the grievance by stating the specific term or terms of the Agreement alleged to be violated, and attempt to resolve the grievance. The employee's department's supervisor shall meet with the grieving parties, attempt to resolve the grievance, and serve the EMPLOYER'S answer upon the UNION within ten (10) calendar days of the meeting.

Step 2. If the grievance remains unresolved, the UNION may proceed to Step 2 within ten (10) calendar days following receipt of the EMPLOYER'S Step 1 answer by presenting the grievance in writing to the City Administrator.

The written statement of the grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged Section(s) of the Agreement violated, and the relief requested.

The City Administrator shall meet with the grieving parties, attempt to resolve the grievance, and serve the EMPLOYER'S answer upon the UNION within ten (10) calendar days of the meeting.

Step 3. If the grievance remains unresolved, the UNION may proceed to Step 3 within ten (10) calendar days following receipt of the EMPLOYER'S Step 2 answer by presenting the grievance in writing to the City Council or its designee.

The written statement of the grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged Section(s) of the Agreement violated, and the relief requested.

The City Council or its designee shall meet with the grieving parties, attempt to resolve the grievance, and serve the EMPLOYER'S answer upon the UNION within ten (10) working days of the meeting.

Step 3A. A grievance not resolved at Step 3 may be submitted by either party to mediation with the State of Minnesota, Bureau of Mediation Services (BMS) within 10 calendar days, excluding holidays, following the EMPLOYER-designated representative's final answer at Step 3. Submitting the grievance to mediation preserves and tolls the timelines for Step 4 of the grievance procedure.

Step 4. If the parties are unable to reach agreement within ten (10) calendar days after the EMPLOYER's Step 3 response, either party may request arbitration by serving a written notice on the other party of their intention to proceed with arbitration.

Section 6.3 In the event grievance arbitration becomes necessary, a list of seven qualified arbitrators shall be requested from the Minnesota Bureau of Mediation Services. The EMPLOYER and the UNION shall alternately strike names from the list until only one (1) remains. The remaining arbitrator shall hear and determine the grievance. The side striking the first name shall be decided by a flip of a coin.

Section 6.4 A hearing on the grievance will be held promptly by the arbitrator, and a final and binding decision shall be rendered within 30 calendar days of the hearing.

Section 6.5 The Arbitrator shall consider and decide only the specific issue(s) submitted and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

Section 6.6 The decision regarding the grievance shall be binding upon the parties and the parties shall share equally the costs and fees of the arbitrator.

Section 6.7 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the Union in each step.

Section 6.8 CHOICE OF REMEDY

If the event giving rise to the grievance is appealed to any procedure other than the grievance procedure in this Article at any time, the matter is not subject to arbitration under such procedure.

Section 6.9 If the grievance is not responded to within the time limits by the EMPLOYER then the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 7 DISCIPLINE AND DISCHARGE.

Section 7.1 In general. EMPLOYER employees shall be subject to disciplinary action for failing to fulfill their duties and responsibilities, including observance of work rules adopted by the EMPLOYER. It is the policy of the EMPLOYER to administer disciplinary penalties without discrimination. Every disciplinary action shall be for just cause and the employee may demand or use the grievance procedure of Article 6 with respect to any disciplinary action which is either unjust or disproportionate to the offense committed.

Section 7.2 Disciplinary action steps. Except for severe infractions, disciplinary actions against any employee shall be progressive and follow the steps listed below in numerical order.

An employee who has been found to have committed a severe infraction may be dismissed on the first offense.

1. Oral Reprimand. Oral reprimands upon the request of the employee shall be given in the presence the union steward or other union representative. Oral reprimands may be grieved by an employee but shall not be subject to the arbitration step of the grievance procedure.
2. Written Reprimand. A written reprimand shall state the employee is being warned for misconduct; describe the misconduct; describe past actions taken by the supervisor to correct the problem; urge prompt correction or improvement by the employee; include timetables and goals for improvement when appropriate; and outline future penalties should the problem continue. The employee shall be given a copy of the reprimand and sign the original acknowledging that he/she has received the reprimand. The signature of the employee does not mean that he/she agrees with the reprimand. The reprimand shall be placed in the employee's personnel file on the employee but shall be become null and void after two years from the date of issuance if there has been no subsequent reprimand and no other disciplinary action has been instituted. The employee may request to have the reprimand removed from his/her personnel file after said discipline becomes null and void.
3. Suspension without pay. Prior to the suspension or as soon thereafter as possible, the employee shall be notified in writing of the reason for the suspension and length. Upon the employee's return to work, he shall be given a written statement outlining further disciplinary actions should the misconduct continue. An employee may be suspended pending investigation of an allegation. A copy of each written statement shall be placed in the employee's personnel file, but if the suspension is for investigation and the allegation proves false, the statement shall be removed and the employee

shall receive any compensation which he would have been entitled had the suspension not taken place.

4. Dismissal. The council may dismiss any non-probationary employee after the employee is given notice in writing at least five work days before the effective date of the dismissal. The notice shall contain the reasons for the dismissal the employee's rights under these rules and the veterans' preference law if he/she is a veteran; and a statement indicating that the employee may respond to the charges both orally and in writing and that he/she may appear personally before the official having authority to make or recommend the final decision by the City Council.

ARTICLE 8. PROBATIONARY PERIODS

- Section 8.1 Purpose. The probationary period is an integral part of the selection process and shall be utilized for observing the employee's work, for securing the most effective adjustment of the employee to the position, and for rejecting any employee whose performance does not meet the required work standards.
- Section 8.2 Duration. Every original appointment and every trial period appointment is subject to a probationary period of six (6) months after appointment during which time the employee may be disciplined, up to and including dismissal, at the EMPLOYER'S sole discretion. The probationary period may be extended up to 90 days. The EMPLOYER will notify the Union of the extension and the employee of the expectations for their extended probationary period.
- Section 8.3 An employee promoted to a higher job classification shall serve a six (6) month continuous trial period during which time the employee's fitness and ability to perform the job classification duties and responsibilities shall be evaluated and any necessary retraining or re-instruction shall be undertaken.
- Section 8.4 All employees serving a trial period shall earn and be entitled to use paid time off benefits.
- Section 8.5 At any time during the trial period, an employee may be demoted by the EMPLOYER for just cause, to the job classification from which the employee was promoted. An employee demoted during such period shall receive written notice of such demotion, which will include the reasons) for demotion, with a copy of it sent to the UNION.
- Section 8.6 Employees shall have the right, during the trial period, to voluntarily demote to their previously held job classification and pay, upon written request.
- Section 8.7 Employees serving a trial period based on promotion shall suffer no loss or reduction of benefits provided in the Agreement. Should a promotion convert a part time employee to a full time employee earning medical and dental benefits and the trial

period reveal a demotion is necessary, the employee shall not retain the full time benefits afforded the full-time employee upon being demoted.

Section 8.8 Personnel hired in a "temporary" employment status shall be employed for a period not to exceed sixty-seven (67) working days. "Temporary" personnel shall be compensated at the appropriate hourly wage set by the EMPLOYER and shall earn no other benefits unless specifically provided for by the Agreement. The employment of "temporary" personnel will be primarily for paid time off relief, seasonal and emergency work situations.

ARTICLE 9. COMPENSATION AND PREMIUM PAY

Section 9.1 Amount. Employees of the EMPLOYER shall be compensated according to the amount stated in Article 22 Wages and Classifications.

Section 9.2 Overtime Pay. Employees shall be compensated for an overtime rate of one and one-half times their base wage for all hours worked that are as follows:

A. Over 40 hours in a workweek.

B. For Employees in the bargaining unit as of December 31, 2012:

i. Over 8 hours in a work day

ii. Saturday or Sunday, unless Saturday is part of an employee's regular scheduled 5-day work week

Section 9.3 Compensatory time. This section will only be in effect through December 31, 2019. Compensatory time shall be used under the same terms as scheduling paid time off. Compensatory time may be used under the same terms of paid time off if accumulated paid time off has expired and the employee would otherwise be eligible to use paid time off under the circumstances. The EMPLOYER will cash out all of an employee's accumulated compensatory time as of December 31, 2019.

Section 9.4 Call back. An employee who works on behalf of the EMPLOYER in response to a call back to work after he or she has been relieved from duty and outside of his or her scheduled work shall receive the following minimum compensation:

Subsection 9.4.1 General Maintenance classification: Two hours at one and one-half times the base wage

Section 9.5 Subsection 9.4.2 Bartender Retail Clerk classification: Two hours at the base wage
Send homes. Except by mutual agreement, the EMPLOYER is prohibited from changing the normal hours of work or week in order to avoid the payment of overtime. This includes early starts and "send homes".

- Section 9.6 Pay Days. Employees shall be paid on every other Monday. Should a holiday fall on a Monday, then pay day for that pay period shall be Tuesday.
- Section 9.7 General Maintenance classification. All compensated hours shall count toward the calculation of hours for overtime eligibility. This includes holiday, paid time off, and compensatory time hours.
- Section 9.8 There shall be no pyramiding of overtime and premium pay, however in instances where both premium pay and overtime coincide, the employee shall be paid the higher rate.
- Section 9.9 Deferred Compensation. The EMPLOYER shall match the employee's deferred compensation contribution up to 1.5%

ARTICLE 10. HOURS OF WORK

The hours for employees shall be as follows:

- Section 10.1 General Maintenance Classification. The normal work week for full-time employees shall be five (5) days, Monday through Saturday, forty (40) consecutive hours per week. The hours per day shall be 7:30 AM through 4:00 PM. Employees are entitled to two (2) fifteen (15) minute paid rest periods and one (1) unpaid thirty (30) minute lunch period.
- Subsection 10.1.1 The normal work week hours may be changed by the EMPLOYER for emergency situations or unusual circumstances which require a temporary change in the above schedule.
- Subsection 10.1.2 The hours of work (7:30 am 4:00 p.m.) may be changed by mutual agreement to accommodate the scheduling of work such as street sweeping, lawn mowing and snow removal.
- Subsection 10.1.3 Employees who report to work two hours earlier than their normal work schedule for snowplowing duties shall be entitled to one (1) thirty (30) minute paid breakfast period and one (1) fifteen (15) minute paid rest period.
- Section 10.2. Bartender Retail Clerk Classification. The normal work week for full-time employee shall not be less than forty (40) hours per week. The normal work day shall not be longer than eight (8) hours. Part-time employees shall work the necessary hours to maintain contract employee status.
- Subsection 10.2.1 If an employee is scheduled to work between zero and 6 hours in a work day, then the employee shall be entitled

to one 15 minute paid rest period.

- Subsection 10.2.2 If an employee is scheduled to work more than six hours in a work day, then the employee shall be entitled to 2 15 minute paid rest periods.
- Subsection 10.2.3 If an employee is unable to take a paid break, then the time entitled to the employee shall be added on the hours worked that day and paid as straight time and employee is eligible if requested or expected to work without break.
- Subsection 10.2.4 Employees will be assigned work schedules based on seniority following bidding by employees once each calendar year. If the EMPLOYER bids work hours that are not part of the normal work schedule, then the EMPLOYER will assign employees such work hours based on seniority following bidding by employees for such hours. If work hours that are not part of the normal work schedule are not bid on, the EMPLOYER has the right to assign employees to work the extra work hours in the reverse order of seniority.
- Subsection 10.2.5 Replacement hours shall be assigned from the seniority list. Senior employees shall be given first right of refusal for replacement hours.
- Subsection 10.2.6 Part-time employees who voluntary bid on hours over forty (40) in a week shall not be entitled to overtime compensation.
- Subsection 10.2.7 Any available excess or extra hours for part-time employees shall be granted by seniority prior to personnel outside the bargaining unit.

ARTICLE 11. PAID TIME OFF

EMPLOYER will provide paid time off as specified in the City of Hinckley Paid Time Off Policy, dated August 13, 2019.

ARTICLE 12. FUNERAL LEAVE

Section 12.1 Each regular, full-time Employee shall have available eight (8) hours of funeral leave plus sixteen (16) hours of paid time off per year to be used for death in the Employee's immediate family. Regular part-time employees will receive a pro-rated amount of funeral leave per calendar year. This benefit shall not accrue from year to year. After the eight (8) hours of leave is exhausted, additional paid time off allowance for a death in an Employee's

immediate family shall be up to twenty-four (24) hours per occurrence. Immediate family is defined as Mother, Father, Spouse, Children, Sister, Brother, Mother-in-law, Father-in-law, Grandchild, Grandparents, Grandparents of Spouse, step parents, stepchildren or member of the employee's household. Compensation shall only be allowed for scheduled hours missed. If circumstances warrant, an additional sixteen (16) hours (deducted from paid time off) may be granted.

Section 12.2 An employee may use eight (8) hours of paid time off for attending a funeral in the event of death of sister-in-law, brother-in-law, aunt or uncle, or aunt or uncle of the employee's spouse, niece, nephew, co-worker/former co-worker, or close friend. Compensation shall only be allowed for scheduled hours missed.

ARTICLE 13. MATERNITY-PATERNITY-ADOPTION LEAVE

Any regular, full-time employee shall be granted a maternity-paternity-adoption leave without pay. A maternity-paternity-adoption leave of absence shall not exceed 12 months. Employees may not accrue paid time off while on this leave, but may choose to utilize such leave when applicable.

ARTICLE 14. LEAVES WITHOUT PAY

Section 14.1 The EMPLOYER may grant any regular employee a leave of absence without pay for a period not exceeding six (6) months except that it may extend such leaves to a maximum period of twelve (12) months in cases where the employee is disabled or where extraordinary circumstances, in its judgment, warrant such extension. No paid time off benefits shall accrue during a leave of absence without pay.

Section 14.2 Employees requesting leaves without pay shall provide the EMPLOYER written notice of the date leave shall commence, duration of leave, and estimated time of return.

ARTICLE 15. PAID HOLIDAYS

Section 15.1 The following calendar days and such other days as the EMPLOYER may fix are paid holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Christmas Day	Floating Holiday

Subsection 15.1.1 Employees may use the Floating Holiday at a minimum of four (4) hour increments or pro-rated based on the Employee's regular amount of scheduled hours if less than full-time.

Subsection 15.1.2 All employees in regular, full-time positions are entitled to time off with full pay on paid holidays, except for the Bartender Retail Clerk classification. Employees may be required to work on paid holidays when the nature of their duties or other conditions require it.

Section 15.2 Liquor Store.

Subsection 15.2.1 Bartender Retail Clerk employees who work any of the 9 EMPLOYER holidays specified in this Article 16 shall receive a rate of two and one-half times their hourly rate of pay for hours worked on that day. All Bartender Retail Clerk classification employees will receive 8 hours straight time pay or pro-rated portion for regular part-time employees for the following holidays: Thanksgiving, Christmas, and Independence Day, unless they work that day, in which case they will receive the two and one-half times their hourly rate of pay for hours worked, or the 8 hours straight pay, whichever is greater). In lieu of holiday pay, an employee may elect to take a different day off with pay to be used within one year of the holiday. Said day shall be scheduled in accordance with the paid time scheduling requirements.

Subsection 15.2.2 For the purposes of observed holidays, the day of the actual holiday is the day the Bartender Retail Clerk will observe the holiday. For example, if the Independence Day falls on a Saturday, Liquor store employees shall observe Saturday as the holiday.

Section 15.3. Any holiday falling on a Sunday will be observed the following Monday. When a holiday falls on a Saturday, the preceding Friday will be observed.

Section 15.4 Part-time employees other than Bartender Retail Clerks shall be granted holidays on a pro-rata basis.

ARTICLE 16. INSURANCE

Section 16.1 For employees that began employment with the EMPLOYER before January 1, 2019, the EMPLOYER shall pay full cost of group health single coverage for a base health plan for employees electing single coverage and 80% of group health dependent coverage for a base health plan for employees electing dependent coverage For employees that began employment with the EMPLOYER on or after January 1, 2019, the EMPLOYER shall pay 90% of group health single coverage for a base health plan for employees electing single coverage and 80% of group health dependent coverage for a base health plan for employees electing dependent coverage

- Section 16.2 Improved coverage. Employees may elect to participate in an improved coverage health plan should it become available. The additional cost of said plan shall be paid by the employee. The EMPLOYER shall pay no more for dependent coverage than it pays for the base plan as described in Section 16.1
- Section 16.3 The EMPLOYER shall provide term life insurance at an amount of \$50,000 for each regular, full-time employee.
- Section 16.4 The EMPLOYER shall provide term life insurance at an amount of \$25,000 for each regular, part-time employee. Employees whose normal hours of work are under 40 hours per week are eligible for this Section of the contract after 90 days of employment.
- Section 16.5 There shall be no reduction in the medical insurance aggregate benefit level without the written consent of the UNION.
- Section 16.6 Employees whose normal hours of work exceed thirty two (32) are eligible for the provisions of this Article.
- Section 16.7 The EMPLOYER shall provide full single dental insurance. Employees who elect dependent coverage shall pay no more than \$10 per month toward the cost of dependent dental coverage.
- Section 16.8 The EMPLOYER shall make available optional Long Term Disability and Short Term Disability insurance coverage through the EMPLOYER's insurance carrier, the costs of which, if elected by an employee, shall be borne by the employee through direct payroll deduction.

ARTICLE 17. SENIORITY AND REDUCTION IN FORCE

- Section 17.1 Seniority is defined as the length of continuous employment in any job classification in this bargaining unit.
- Section 17.2 The EMPLOYER shall prepare a seniority list on the date of this Agreement which will show the name and job title of all employees entitled to seniority. The EMPLOYER will keep the seniority list up to date and will provide the UNION with an up-to-date copy annually. This list will not include any non-bargaining unit employees.
- Section 17.3 An employee shall lose seniority for the following reasons only:
- Subsection 17.3.1 He/she resigns or is promoted outside of the bargaining unit.
 - Subsection 17.3.2 He/she is discharged.

Subsection 17.3.3 He/she does not return to work when recalled from layoff as set forth in the recall procedure.

Section 17.4 The word lay off shall mean a reduction in the working force and/or reduction in hours including but not limited to shortage of work, shortage of funds, abolition of a position, or change in organization. If it becomes necessary for a layoff, the following procedure shall be mandatory. Probationary, temporary and seasonal employees shall be laid off first. Bargaining unit employees will be laid off according to seniority within their department from which a job classification(s) will be laid off. No new bargaining unit employees shall be hired in a job classification layoff from which an employee laid off in Section 17.5 and is qualified to fill it.

Section 17.5 When the working force is increased after a layoff, employees will be recalled within 12 months of the date they began their layoff according to seniority in the reverse order of lay off, and the ability and qualification to perform the work available. Notice of recall shall be sent to employees at their last known address by Registered or Certified Mail. If the employee fails to report within ten (10) calendar days from the date mailing of notice of recall, he/she shall be considered as having resigned.

ARTICLE 18. JOB POSTING AND VACANCIES

Section 18.1 The EMPLOYER and the UNION agree that permanent job vacancies within this bargaining unit shall be filled based on the concept of promotion from within provided that applicants:

- (1) have the minimum qualifications to meet the standards of the job vacancy;
and
- (2) have the ability to perform the duties and responsibilities of the job vacancy.

Section 18.2 Employees filling a higher job classification based on the provisions of Section 18.1 shall be subject to the conditions of Article 8.

Section 18.3 Where two or more employees meet a job classification's minimum requirements and possess the required abilities, employees with highest departmental seniority shall be awarded the position.

Section 18.4 The EMPLOYER must interview employees seeking promotion or transfer, regardless of department, prior to advertising outside the bargaining unit who apply for and meet subject to satisfaction of the other terms specified in Agreement the standards set forth in 18.1.

Section 18.5 Job vacancies within the designated bargaining unit will be posted at the City Hall, City Garage and Municipal Liquor Store for five (5) working days and emailed to all employees who have an EMPLOYER email account or submit an email address in writing to the EMPLOYER so bargaining unit employees can be

considered for such vacancies. Job postings shall include the position's general duties, rate of pay, classification and initial job assignment. All persons desiring to apply for said vacancy shall apply within that five (5) day period.

Promoted employees will have six months from the date they begin employment in their promoted job classification to obtain any necessary licensures or certifications for their promoted job classification.

ARTICLE 19. NO STRIKE-NO LOCK OUT

Section 19.1 The UNION agrees not to engage in an unlawful strike against the EMPLOYER for the period of time this agreement is in effect. Any strike shall be in accordance with the Act.

Section 19.2 The EMPLOYER shall not lockout employees for the period of time this agreement is in effect.

ARTICLE 20. GENERAL PROVISIONS

Section 20.1 Non Discrimination. The EMPLOYER and the UNION shall provide for equal employment opportunities and membership in the UNION without regard to race, color, religion, national origin, political affiliation, disability, and marital status, status with regard to public assistance, sex, or age.

Section 20.2 Safety. The EMPLOYER and the UNION agree regarding the necessity of establishing safe and healthy working conditions. Employees are obligated to cooperate in the implementation of reasonable regulations establishing such conditions. Failure by employee to adhere to proper safety procedures may result in disciplinary action.

Section 20.3 Eye glasses. The EMPLOYER shall provide the General Maintenance classification \$50 per calendar year toward the purchase of prescription safety lenses or reimbursement of broken or damaged eye glasses (lenses and frames) if said damage is proven to be work-related.

Section 20.4 Work boots. Each General Maintenance classification employee shall be entitled to an annual work boot allowance of \$125 per calendar year upon receipt of purchase from the employee. Employee's seeking a safety shoe allowance shall be obligated to regularly wear the safety shoes purchased with said allowance.

Section 20.5 Tools. The EMPLOYER shall furnish all tools necessary for the General Maintenance classification to accomplish their assigned tasks and work responsibilities as the EMPLOYER determines. Replacement tools shall also be provided. Employees are responsible for the proper care and maintenance of all tools furnished.

- Section 20.6 Uniforms. Terms of uniforms shall be as established by EMPLOYER.
- Section 20.7 Tuition. The EMPLOYER shall pay all tuition and textbook costs for schooling and licenses required by the EMPLOYER. Employees seeking to advance their skills and qualifications for the purposes of promotion shall be entitled to reimbursement under the provisions of this Section and Article 7, Section 7.9.
- Section 20.8 Liquor Store Severance. Any Bartender Retail Clerk with five years or more service whose job is eliminated through sale, transfer, or closing of the Liquor Store shall be entitled to: cash payment of all earned paid time off severance pay (if eligible); and continued EMPLOYER-paid health insurance until such time the employee becomes eligible for health insurance under a new EMPLOYER, or for a period not to exceed six months, whichever comes first.
- Section 20.9 Mileage. Employees using their personal vehicles for EMPLOYER business when an EMPLOYER vehicle is not available shall be reimbursed at the appropriate Internal Revenue Service (IRS) rate per mile. Such reimbursement shall become effective from the date of IRS annual mileage reimbursement-related notice. Unless directed to do so, employees who use their personal vehicle for EMPLOYER business must receive prior approval from the City Administrator.
- Section 20.10 Jury Duty. An employee called to jury duty, or subpoenaed as a witness in a trial or deposition regarding EMPLOYER business shall be entitled to the difference between his/her pay and the per diem paid for jury duty or the witness fee. Jury duty/witness expenses shall not be included in the per diem/fee.

ARTICLE 21. OBLIGATION TO BARGAIN

- Section 21.1 This Agreement may be amended any time during its life upon mutual consent of the EMPLOYER and the UNION. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this Agreement.
- Section 21.2 Any wage or working condition issue not covered by this agreement is subject to bargaining between the EMPLOYER and the UNION.

ARTICLE 22. WAGES AND CLASSIFICATIONS

- Section 22.1 Job descriptions for all positions in the bargaining unit shall be attached to this Agreement.
- Section 22.2 Wages shall be as reflected in the attached WAGE SCHEDULE, which will include a 2% increase, effective January 6, 2019, unless otherwise specified in the WAGE SCHEDULE, 2% increase, effective January 1, 2020, and 2% increase, effective January 1, 2021. For employees that began employment in a job classification within this bargaining unit before January 1, 2019 and were

employed as such as of December 31, 2018, the percent between steps 10-40 years shall be 2% on 5 year increments.

Section 22.3 Wages shall advance from Starting to Step One on the employee's anniversary date for employees in this bargaining unit as of July 31, 2012.

Employees not in this bargaining unit as of July 31, 2012 will not advance in steps.

Section 22.4 New employees who were employees of EMPLOYER immediately preceding becoming an employee in this bargaining unit shall receive as their pay either the starting wage of their classification or retain their current wage, whichever is the greater amount, and shall be placed on the scale in a position nearest to their current wage.

ARTICLE 23. COMPLETE AGREEMENT

Section 23.1 This Agreement shall represent the complete agreement between the UNION and the EMPLOYER.

Section 23.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 23.3 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment are hereby superseded.

ARTICLE 24. SAVINGS CLAUSE.

Section 24.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event that any provision, phrase or clause of this Agreement shall at any time be declared invalid by any court having jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all provisions remain in full force and effect. Void provisions may be re-negotiated at the request of either party.

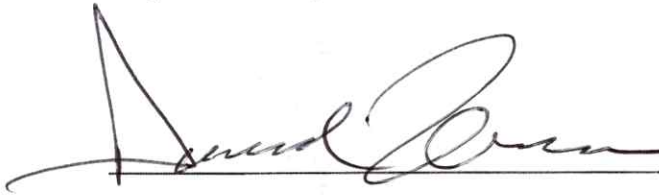
ARTICLE 25. DURATION

The terms and provisions of the Agreement, except where specifically noted otherwise herein, shall become effective January 1, 2019, and shall extend through December 31, 2021 and shall be automatically renewed from year to year thereafter, unless negotiations are initiated pursuant to the Public Employment Labor Relations Act of 1971, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the latest date affixed to the signatures hereto.

City of Hinckley

**American Federation of State,
County and Municipal Employees,
Council 65, Local 1647, AFL-CIO**



Mayor

Staff Representative

Dated: 8/21/19

Dated: 8/16/2019



City Clerk/Administrator

Public Works Employee Representative

Dated: 8/21/19

Dated: 8-22-19



Liquor Store Employee Representative

Dated: 8/20/19

WAGE SCHEDULE/SENIORITY LISTING

Positions/Employees	Hire Date	Anniversary Date	Years Employed	Seniority Date	As of 12/31/2018	Effective 1/6/2019	Effective 8/18/2019	Longevity	As of 12/31/2019	Effective 1/1/2020	Longevity	As of 12/31/2020	Effective 1/1/2021	Longevity	As of 12/31/2021
Increase															
Bartender Retail Clerks															
Kim Lindner ¹	7/28/2001	7/28/2019	18	7/28/2001	15.43	15.74	-		15.74	16.05		16.05	16.37	0.33	16.70
Bruce Armstrong ¹	2/25/2005	2/25/2019	14	2/25/2005	15.10	15.40	-		15.40	15.71	0.31	16.02	16.34		16.34
Kris Bottelson ¹	7/18/2000	7/18/2019	19	1/1/2009	15.43	15.74	-		15.74	16.05	0.32	16.37	16.70		16.70
Leanne Grinsteiner	6/18/2014	6/18/2019	5	6/18/2014	12.41	12.66	-	N/A	12.66	12.91	N/A	12.91	13.17	N/A	13.17
Nancy Sorenson	10/22/2005	2/19/2019	13	2/19/2016	15.10	15.40	-	N/A	15.40	15.71	N/A	15.71	16.02	N/A	16.02
Tracy Colsrud	3/11/2016	3/11/2019	3	3/11/2016	12.08	12.32	-	N/A	12.32	12.57	N/A	12.57	12.82	N/A	12.82
Rebecca Martin	1/6/2017	1/6/2019	2	1/6/2017	12.08	12.32	-	N/A	12.32	12.57	N/A	12.57	12.82	N/A	12.82
Robert LaBarre	5/17/2016	5/17/2019	3	1/8/2017	12.41	12.66	-	N/A	12.66	12.91	N/A	12.91	13.17	N/A	13.17
Amanda Olsen	11/20/2017	11/20/2019	2	11/20/2017	12.08	12.32	-	N/A	12.32	12.57	N/A	12.57	12.82	N/A	12.82
General Maintenance															
Tim Buckner ²	1/1/2016	1/1/2019	3	1/1/2016	17.33	17.68	1.00	N/A	18.68	19.05	N/A	19.05	19.43	N/A	19.43
Travis Kohler ²	7/26/2016	7/26/2019	3	7/26/2016	17.33	17.68	1.00	N/A	18.68	19.05	N/A	19.05	19.43	N/A	19.43

*Base wages are projected based on general and longevity increases and continuous active employment with Employer

¹ Employees who are eligible for longevity pay.

² Employees who receive a one-time \$1.00 per hour increase in addition to the 2% pay increase.