AGREEMENT BETWEEN

CITY OF MONTEVIDEO

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO LOCAL UNION NO. 1686

January 1, 2021 through December 31, 2022

TABLE OF CONTENTS

ARTICLE I 3
ARTICLE II - RECOGNITION 3
ARTICLE III - UNION DUES 4
ARTICLE IV - NO STRIKE 5
ARTICLE V - MANAGEMENT RIGHTS 5
ARTICLE VI - DEFINITIONS 6
ARTICLE VII - HOLIDAYS 7
ARTICLE VIII - HOURS & OVERTIME 8
ARTICLE IX - VACATION LEAVE 11
ARTICLE X - SICK LEAVE 12
ARTICLE XI - OTHER LEAVES 14
ARTICLE XII - TRANSFERS & PROMOTIONS 16
ARTICLE XIII - SENIORITY 17
ARTICLE XIV - LAYOFF & RECALL 19
ARTICLE XV - GROUP INSURANCE 20
ARTICLE XVI - GRIEVANCE PROCEDURE 21
ARTICLE XVII - DISCIPLINE 24
ARTICLE XVIII - NEGOTIATION PROCEDURE 24
ARTICLE XIX - PRODUCTIVITY COMMITTEE 25
ARTICLE XX - SEPARABILITY 26
ARTICLE XXI - DRUG & ALCOHOL TESTING 26
ARTICLE XXII - CLOTHING POLICY 26
ARTICLE XXIII - LENGTH OF AGREEMENT 27
ARTICLE XXIV - WAGES 27

APPENDICES:

APPENDIX A - WAGES EFFECTIVE 1/1/21
APPENDIX B - WAGES EFFECTIVE 1/1/22
APPENDIX C - DRUG & ALCOHOL TESTING POLICY

ARTICLE I

This Agreement, made and entered into by and between the City of Montevideo (hereinafter referred to as the "City") and the American Federation of State, County and Municipal Employees, AFL-CIO, and its Local 1686, Council 65 (hereinafter referred to as the 'Union") as the exclusive bargaining agent for the employees in the bargaining unit set forth in Article II below.

It is the intent and purpose of this Agreement to:

1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;

1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and

1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement; and to set forth the entire agreement of the parties covering employment conditions.

1.4 Maintain and increase individual productivity and quality of services.

1.5 Prevent interruptions of work and interference with the efficient operation of the City.

ARTICLE II

RECOGNITION

2.1 The bargaining unit includes all employees of the Public Works Department with its Street and Park divisions, Utilities and the Liquor Store departments of the City of Montevideo, Minnesota, who are public employees within meaning of MN § 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

2.2 The Employer shall not enter into any agreement covering terms and conditions of employment with the employees in the bargaining unit covered by this Agreement which

in any way conflicts with the terms and conditions of this Agreement, except through the exclusive representative.

2.3 The Union shall have the right to designate a steward from each department covered by this Agreement. The union stewards so designated shall be permitted to investigate and process grievances during working hours without any loss of pay. They shall further serve as the negotiating committee for the Union and shall be permitted to act in this capacity during working hours without loss of pay.

2.4 The union stewards and other union officials shall not leave their work stations without prior permission of their supervisor and then only for such activities as specifically provided for in this Agreement. They shall notify their supervisor upon return to their work stations.

2.5 The Union agrees that there shall be no solicitation for membership, signing up of members, collecting of initiation fees, dues, fines or assessments, meetings or other Union activities on city time.

2.6 The City agrees to allow the Union to use City bulletin boards for the purpose of posting notices of Union meetings, elections, election returns, appointments to office and recreational or social affairs. The Union agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

ARTICLE III

UNION DUES

The City agrees to cooperate with the Union in facilitating the deduction of the regular monthly Union dues for these City employees who are Union members, and who request in writing to have their regular monthly Union dues deducted from their monthly pay. The City agrees to deduct the amount of individual monthly dues certified to the City by the President or Treasurer of the Union and to transmit the Union dues deducted to the Treasurer of the Union after the end of each month.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE IV

NO STRIKE

Neither the Union, its officers or agents, nor any of the employees covered by the Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, and willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of the employment. In the event that any employee violates this Article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE V

MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein to the contrary, the City shall retain all rights and authority common to management to operate and direct the affairs of the City in all of its various aspects; including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods and services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; and, to change or eliminate existing methods, equipment or facilities.

ARTICLE VI

DEFINITIONS

6.1 UNION: The AFSCME Local #1686.

6.2 UNION MEMBER: A member of the AFSCME Local #1686 in the bargaining unit to which this contract applies.

6.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

6.4 REGULAR EMPLOYEE: An employee who has completed the six (6) month probationary period and who normally is employed for more than thirty-two (32) hours per week.

6.5 PART-TIME EMPLOYEE: An employee who has completed the six (6) month probationary period and who normally is employed for more than fourteen (14) and less than thirty-two (32) hours per week.

6.6 PROBATIONARY EMPLOYEE: An employee who has not completed the six (6) month probationary period.

6.7 EMPLOYER: The City of Montevideo.

6.8 UNION OFFICER: Officer elected or appointed by AFSCME #1686.

6.9 COMPENSATORY TIME: Time earned at a rate of one and one-half (1 ½) hours for every hour worked and reserved for later use as a permitted leave.

6.10 BARGAINING UNIT SEASONAL EMPLOYEES: An employee who holds a position of a basically temporary or seasonal character for more than 67, or 100 working days for qualified students, but less than 130 working days in any calendar year and who is a public employee within the meaning of MN § 179.63, Subd. 7.

ARTICLE VII

HOLIDAYS

7.1 The following holidays shall be observed by all employees:

New Year's Day	January 1st
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Birthdays	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th
Good Friday	

In addition to these specific holidays, all employees shall be entitled to one personal leave day, selected by the employee but subject to the approval of the department head. The personal leave day shall be granted and used within each calendar year, and no carryover of unused time will be allowed from one calendar year to another.

7.2 When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a Sunday, the following day shall be considered a holiday. When one of those four holidays falls on a Saturday, the preceding day shall be considered a holiday.

7.3 If a paid holiday falls on a Liquor Store or Utility Department employee's regularly scheduled day off, the employee shall receive another day off within a two-week period before or after the holiday, at the discretion of the department head.

7.4 A regular employee who works on any of the above-mentioned holidays shall receive, in addition to the holiday pay, pay at the rate of one and one-half (1 ½) times the employee's regular straight-time hourly rate for all hours worked on such holiday.

7.5 A regular employee who works on Thanksgiving and/or Christmas Day (December 25th) shall receive double the rate of pay (2X) for hours worked, in addition to the holiday pay.

7.6. Liquor Store employees shall observe a personal leave day to be taken at the discretion of their supervisor, in lieu of Presidents' Day.

ARTICLE VIII

HOURS AND OVERTIME

8.1 For the Public Works Department, the City shall compensate at the rate of time and one-half the regular rate for all work performed in excess of 8 hours per day or 40 hours per week. The normal day shall be eight (8) hours. The normal work week shall be Monday through Friday.

8.2 If the regular working hours are to be changed, except for special and emergency purposes, such change shall be noticed and posted on the bulletin board two weeks in advance of said change. The employees shall have an opportunity to discuss such a change with the employer.

8.3 For the Liquor Department, the City shall compensate at the rate of time and one-half the regular rate for all work performed in excess of ten (10) hours per day, forty (40) hours per week. Friday and Saturday hours will be until 11:00 P.M. and considered a regular work day paid at regular rates. If the regular working hours are to be changed, except for special and emergency purposes, such change shall be noticed and posted on the bulletin board two weeks in advance of said change. The employees shall have an opportunity to discuss such a change with the employer.

8.4 For the Utilities Department, the City shall compensate at the rate of time and one-half the regular rate for all work performed in excess of 8 hours per day or 40 hours per week. The normal day shall be eight (8) hours. The normal work week shall be Monday through Friday, except that on at least a four-week rotating basis, each employee may also be scheduled for additional weekend duty. The additional weekend duty will normally consist of 2 hours on Saturday and 2 hours on Sunday for systems checks, light maintenance, or other duties safely performed by one person. If the regular working hours are to be changed, except for special and emergency purposes, such change shall be noticed and posted on the bulletin board two (2) weeks in advance of said change. The employees shall have an opportunity to discuss such a change with the employer.

8.5 Employees can be called back to work after leaving the job at the end of a shift, in accordance with the following terms and conditions:

8.5.1 Except as otherwise noted, employees called back to work after a regularly scheduled shift shall be paid at time and one-half for all hours worked, with a

two-hour minimum for the first callout in a 24-hour period. Multiple callouts will be subject to a one hour's work minimum per call, subject to the first two being counted under the aforementioned two-hour minimum for the first call, unless the actual time worked exceeds the minimum.

8.5.2 Snowplowing and removal is a frequent source of call-back work, and it is recognized that cooperation and coordination among departments is required for this work. Streets Division and Parks Division employees shall have assigned snowplowing and removal responsibilities. Call lists and availability schedules shall be developed for Utilities Department employees to assist with snowplowing and removal. When called pursuant to a call list and availability schedule, a Utilities Department employee shall respond for work.

8.6 Employees can be assigned to on-call status for weekends, or for holidays, in accordance with the following terms and conditions:

8.6.1 Parks Division: No on-call, actual duty schedule only.

8.6.2 Street Division On-Call: The Street Department foreman covers from Monday at 4:00 P.M. to Thursday at 10:00 P.M. On-call pay is covered under foreman pay, but actual time worked is per section 8.5.1. Weekend and holiday on-call personnel are paid 3 hours for Saturday, Sunday and holidays, per day straight time, for all day on-call coverage. Coverage commences at 4:00 P.M. Friday and ends at 10:00 P.M. Sunday night.

For Holidays, on-call commences at 4:00 P.M. on the eve of the holiday and ends at 10:00 P.M. the day of the holiday. This covers the time period from November 1 to April 1. Actual hours worked are per section 8.5.1.

8.6.3 Utility Department On-Call: The utility department will schedule an employee to be on-call for the period from Wednesday at 4:00 P.M. until the next Wednesday at 4:00 P.M. The employee on-call will generally be the employee scheduled for weekend duty. The employee so scheduled, aside from pay scheduled for actual work per section 8.4, will be reimbursed on the following schedule:

A) Saturday, Sunday, holidays: 3 hours per day at straight time, for all-day coverage. Actual hours worked are per section 8.5.1.

B) Weekdays: 1 hour per day straight time. Actual hours worked are per section 8.5.1.

8.7 Utilities Department employees may trade on-call shifts with other Utilities Department employees, with the approval of the Department Head.

8.8 Holidays and paid leaves shall be regarded as days worked for the computation of overtime.

8.9 Compensatory time off shall not accrue in excess of sixty (60) hours per employee, with no more than forty (40) hours on the books at the end of the year.

8.10 All regular employees, when working under conditions where the use of a break is practical as determined by the Department Head, shall be entitled to two 15- minute breaks for every complete eight (8) hours worked.

8.11 The employer will monitor educational opportunities and may, at its discretion, provide these opportunities to employees in accordance with the following terms and conditions:

8.11.1 The prior approval of the employee's Department Head is required before any expense is incurred. The prior approval of the City Manager may also be required.

8.11.2 If the site of an educational opportunity is more than 80 miles from Montevideo and the event cannot be reached or departed within normal work hours or the employer's business hours, the employer shall pay for overnight lodging and associated meals.

8.11.3 The employer shall pay for transportation, meal, registration, and other associated expenses in the manner prescribed in the employer's Administrative Code.

8.11.4 The city shall pay for travel time to approved events or training that occurs outside of normal work hours. Such travel time must be approved in advance.

8.12 While on the payroll of the City of Montevideo, Bargaining Unit Seasonal Employees shall have all rights, privileges, obligations and responsibilities as outlined in all of the

Articles of the current Agreement between the City of Montevideo and AFSCME, Local 1686 except Article XV.

8.13 The Outdoor Pool Manager shall be a five-month position. The position shall be compensated two months at outdoor pool manager pay and three months foreman pay.

8.14 Cemetery Sexton will receive $1500.00 per year divided equally between pay periods.

ARTICLE IX

VACATION LEAVE

9.1 Each employee shall earn vacation in accordance with the following schedule for consecutive full-time services. The leave shall be credited to an employee's account with each bi-weekly pay period.

First year of employment - 4 hours per month.
Two through five years - 8 hours per month.
Six through ten years - 10 hours per month.
Eleven through fifteen years - 12 hours per month.
Sixteen through twenty years - 14 hours per month.
Twenty-one years through twenty-five years - 15 hours per month.
Twenty-six years and over - 16 hours per month.

"Month" shall include complete months or a proration to the nearest whole hour of vacation.

9.2 Vacation leave may be used as earned, provided that the City Manager shall approve the time at which vacation leave may be taken. The City Manager may make special regulations concerning the taking of vacation leave in certain departments as circumstances warrant.

9.3 Employees may accrue leave to a maximum of two times the amount earned in one calendar year. Amounts earned in excess of this maximum accrual shall be forfeited.

9.4 Any employee leaving the municipal service in good standing after giving proper notice of such termination of employment shall be compensated for vacation leave accrued and unused to the date of separation.

9.5 As vacation leave is granted to employees for a period of recreation, no employee shall be permitted to waive such leave for the purpose of receiving double pay.

9.6 Any request for a leave shall be submitted in writing by the employee to their immediate supervisor. The request shall state the length of time off the employee desires. Such request shall be handled promptly and in writing. Requests for routine leave shall be submitted at least three working days prior to the first requested day of leave.

9.7 Part-time employees shall earn vacation on a prorated basis.

9.8 Vacation requests received prior to April 1st shall be granted on a seniority basis. Vacation requests received after April 1st shall be granted on the basis of the earliest date of submission of the request.

9.9 Upon written request and upon approval of the City Manager, an employee may transfer accrued, unused vacation time to another employee.

ARTICLE X

SICK LEAVE

10.1 Sick leave shall accrue at the rate of eight (8) hours for each calendar month of full-time employment, or prorated to the nearest whole hour of sick leave. The leave shall be credited to an employee's account with each bi-weekly pay period. During sick leave, each employee shall receive compensation at his regular rate of pay.

10.2 Sick leave shall be granted only for absence from duty because of personal illness, marriage counseling, psychiatric counseling, activities provided through the City Employee Assistance Program, legal quarantine, or serious illness in the immediate family. A person shall be regarded as part of the "immediate family" if the person is a brother, sister, spouse, lineal ancestor/descendent, child, adult child, grandchild, parent, mother/father-in-law, grandparent, step parent or legal ward of the employee.

10.3 Sick leave may be accumulated to a total of not more than 200 working days, except that employees who have accumulated 200 working days of sick leave shall be allowed to continue to accrue four (4) hours of sick leave per month to be placed in a "deferred sick leave accrual bank." The sick leave hours contained in the accrual bank can be used only

after all hours of an employee's regular sick leave accrual have been exhausted; and, no additional hours shall be added to the accrual bank until an employee has re-accrued the full 200 working days of regular sick leave. Sick leave hours contained in the accrual bank shall only be used for the purpose of continuing sick leave in the case of a catastrophic illness or injury. Hours in the accrual bank shall not be subject to severance pay provisions contained in Section 10.5 of this Article X.

10.4 Eligibility. In order to be eligible for sick leave with pay, an employee must comply with the following terms and conditions:

10.4.1 Prior to the beginning of a shift, report the reason for the absence to the Department Head.

10.4.2 Keep the Department Head informed of the employee's condition, if the absence continues more than three (3) days.

10.4.3 Submit required medical certificates, unless waived by the City Manager. The medical certificates are required in the following instances:

1) A medical certificate from an attending physician shall be automatically required of employees of more than one year, who have not accumulated 50% of their eligible sick leave.

2) A medical certificate from an attending physician shall certify the need for an absence by the employee to attend and assist a member of the immediate family (other than a spouse, child, or legal ward), who is subject to a serious illness.

3) A medical certificate from an attending physician shall certify the need for an absence of more than three (3) days by the employee to attend and assist a spouse, child, or legal ward who is subject to a serious illness.

10.4.4 Submit a request for leave form in advance of an absence, whenever possible. Properly record sick leave on time sheets and similar time accounting forms.

10.5 Severance Pay. Severance pay is based on 1/3 of accumulated sick days, to a maximum of 33 days (which is based on a payment of no more than 1/3 of a maximum 100 days

accumulated sick days.) Employees can gain this severance in one of two ways, and payment is calculated at the employee's rate of pay at the date of eligibility:

10.5.1 Upon death or retirement, either by age or disability, earned severance pay shall be paid to the employee or the employee's legal heir; or,

10.5.2 If an employee leaves employment with the city after 10 years, they are 50% vested in their earned amount; after 15 years they are 75% vested in their earned amount; and, after 20 years they are 100% vested in their earned amount, which will be paid upon their termination of employment.

10.6 An employee receiving an injury compensable by Workmen's Compensation and having usable accrued sick or vacation leave may elect to use such sick or vacation leave as injury leave in conjunction with Workmen's Compensation; provided, however, that the total compensation received by the employee will not exceed the employee's regular earnings. If that election is not made, then for purposes of Section 13.1.5 of this contract only, said leave will be considered to have expired six (6) months following the date of injury. This Section 10.6 is valid only to the extent it does not conflict with applicable state statutes. Employees, while on Worker's Compensation absence, shall continue to accrue seniority and all benefits.

10.7 Permanent part-time employees shall accrue sick leave on a prorated basis, subject to all of the terms and conditions of this Article.

10.8 Upon written request and upon approval of the city manager, employees may donate to another employee within the bargaining unit accumulated unused sick leave. The most an employee may receive is five (5) days per calendar year and, the most any one employee can give, in total in a calendar year, is eight (8) hours.

ARTICLE XI

OTHER LEAVES

11.1 Employees using earned vacation leave or sick leave shall be considered to be working for the purpose of accumulating additional vacation leave or sick leave.

11.2 Upon request of an employee, leave of absence without pay may be granted by the City Manager, taking into consideration good conduct, length of service, efficiency of the employee, and the general good of the municipal service. No benefits shall accrue during leave of absence without pay. Any employee elected, or selected, by the Union to attend Union conventions, conferences, and/or seminars shall be granted leave of absence without pay or vacation leave, if such leave does not seriously adversely affect normal work activities.

11.3 The City shall comply with all applicable state and federal law regarding military leaves.

11.4 An employee serving on a grand or petit jury shall be granted leave for that purpose and during the period of jury duty shall receive compensation which will equal the difference between the employee's regular pay and the compensation paid for jury duty.

11.5 Funeral Leave. Upon a request submitted by an employee to the office of the City Manager, a leave of absence shall be granted for attendance at funeral services, in accordance with the following terms and conditions:

11.5.1 All funeral leave shall be deducted from the employee's accrued sick leave.

11.5.2 If there is a death in the immediate family of an employee and the employee attends the funeral service and the employee is scheduled to work those days, then the employee shall be granted a leave of absence per occurrence of up to three (3) consecutive days without loss of pay. For this paragraph, immediate family includes a spouse, parent, persons in "loco parentis," spouse's parent, child, grandchild, or sibling of the employee or spouse.

11.5.3 If an employee is a pallbearer or there is a death of the employee's grandparent, grandparent-in-law, aunt, uncle, niece or nephew to the first degree of relationship and the employee attends the funeral service and the employee is scheduled to work on the day, then the employee shall be granted a leave of absence per occurrence of not more than one (1) day, without loss of pay. For friends, the employee shall be granted eight (8) hours max per year without loss of pay. The employee may use vacation or comp-time to receive the remainder of the day off with pay. At the discretion of the City Manager, additional leave of absence time may be granted for special or extraordinary circumstances.

11.5.4 If an employee is a member of a military honor guard at a funeral and is scheduled to work on the day, then the employee shall be granted a leave of absence of not more than one (1) day without loss of pay. This form of funeral leave shall be available only once per calendar year.

11.6 Emergency Volunteer Leave. An employee who is an active emergency volunteer (such as a volunteer firefighter, rescue squad volunteer, etc.) shall be granted a leave of absence with pay when called to an emergency in their volunteer capacity. Upon completion of the emergency duties, an employee shall be required to return to work as soon as reasonably possible to complete the normal workday unless alternative arrangements are made. An employee actively engaged in the operation of a City vehicle at the time an emergency call is received shall be allowed to reasonably utilize such vehicle to enable their response to the call."

ARTICLE XII

TRANSFERS AND PROMOTIONS

12.1 All job openings shall be posted on bulletin boards in each work place for a period of five (5) working days. It shall be the policy to fill vacancies in the municipal service by promotion of permanent employees insofar as practical. However, the employer has the right to hire outside of the bargaining unit to fill a position whenever there are no employees, in the employer's opinion, with the necessary or desired training, experience, capability and qualifications available within the bargaining unit. In the event a permanent employee is not selected for a vacancy for which that employee has applied, such employee will be given the opportunity to discuss the reasons for not being selected with the employer. Vacancies shall be filled within thirty (30) days, if possible. Temporary vacancies may be filled by permanent employees during the time necessary to fill the job with a permanent employee. In the event such temporary vacancy has a higher rate of pay, the employee filling such vacancy will be paid the minimum rate of the position, or the next higher rate in the scale for the position above the employee's regular rate of pay, whichever is greater, beginning on the first day.

12.2 In the event of a job opening, placement or advancement within the bargaining unit shall be based upon qualifications for the job. In cases of substantially equal qualifications, due consideration will be given to length of service.

12.3 Employees desiring to transfer to a new job or to fill a vacancy shall submit a written application to the City Manager. Any promoted, transferred, or a reassigned employee shall be given a fair trial, to determine his ability to perform the job and his desire to remain on the job.

The length of the trial period will depend on the difficulty of the job and the early performance of the employee. In the event the trial period is to be extended beyond thirty (30) days, the Union will be notified of the extension and the reasons for it.

During the trial period, the employee shall have the opportunity to return to his former position at his former pay level. If unable to qualify within the trial period, the employee shall be returned to his former position at his former pay level.

12.4 From the first day of work in a new position, employees will be paid the minimum rate for the new position or the next highest rate in the scale for the new position above the employee's rate of pay prior to promotion, whichever is greater. At the satisfactory completion of a six (6) month period in the new position, the employee will be advanced to the next step on that pay level. At the satisfactory completion of 1 ½ years at that position, the employee will be advanced to the next step in that pay level, with subsequent annual adjustments on satisfactory service until the employee reaches Step E on that pay level; provided that any employee who attains Step E on the pay level is not eligible for further advancement.

12.4 Article XII applies only to positions within the bargaining unit.

ARTICLE XIII

SENIORITY

13.1 Seniority means an employee's length of continuous service with the employer, in this bargaining unit, since the employee's last date of hire. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service. An employee's continuous service record shall be broken, the employee shall lose seniority, and the employment relationship shall cease upon the happening of any of the following events:

1. Employee quits.

2. Employee is discharged, and the discharge is not reversed.

3. Employee retires or is retired.

4. Employee is laid off for a continuous period in excess of the employee's accumulated seniority, or twelve (12) months, whichever is less.

5. Employee is on a leave of absence for illness, injury or disability (paid or unpaid) for a period in excess of the employee's accumulated seniority, or twelve (12) months, whichever is less; however, such time period shall not begin until the expiration of the employee's accumulated sick time and/or vacation time. Exceptions to this section may be made upon mutual agreement between the employer and the Union.

6. Employee's employment status while on leave of absence (other than military leave) is changed (other than by lay-off, quit, or discharge) without the prior written approval of the City Manager from that stated in his application for such leave.

7. Employee fails to report for work on the first day following the expiration of an approved leave without first notifying the employer of a justifiable and unavoidable reason for such absence, unless otherwise excused by the employer.

8. Employee is absent from work for two (2) consecutive days without properly notifying the employer of a reason acceptable to the employer for such absence, unless otherwise excused by the employer; or,

9. Employee fails to report for work within the time period required following a recall, without justifiable reason acceptable to the employer.

ARTICLE XIV

LAYOFF AND RECALL

14.1 When the size of the workforce is to be reduced for any reason through the layoff of employees in any job classification in any department, as determined by the employer, the following procedure will be utilized:

1. All seasonal, temporary, part-time and probationary employees shall be laid off prior to the laying off of regular employees.

2. Permanent employees in each classification to be affected by the layoff shall be evaluated by the employer and listed in priority order as to the critical nature of their specific skills. In such cases where employees are substantially equal, due consideration shall be given to seniority, with the most senior employee being given the higher ranking. Employees shall then be laid off according to the priority listing, in inverse order.

3. An employee so laid off shall have an opportunity to bump an employee in a lower paid classification which the employee is qualified to fill. The employee who is bumped shall be determined by the employer consistent with the provisions of Step *2* above; provided, however, that there will be no bumping between departments, there will be no bumping to a higher paid classification, and there will be no bumping of employees with greater seniority. The departments are as follows: Utilities, Public Works, Liquor Store.

14.2 When the size of the workforce is to be increased following a layoff of employees, the following procedure will be utilized:

1. Employees having exercised "bumping" privileges pursuant to this agreement shall first be reinstated to the positions from which they were laid off, to the extent such positions have been re-established.

2. Employees shall be recalled in the inverse order of their layoff.

14.3 The employer shall notify employees potentially affected by an impending layoff at least two weeks prior to the layoff of any employee.

14.4 Notice of recall from layoff shall be by certified mail, return receipt requested, specifying the date upon which the employee shall return to work, and such recalled employee shall return to work on the date so specified; provided, that if said date is within three (3) working days following the date the recall notice is received, the employee shall have three (3) days following receipt of the recall notice within which to return to work. It is understood that an employee who is working full time for another employer at the time of recall shall be allowed to work out a 14-calendar day notice to their new employer, provided said employee notifies the City of same within the three (3) day period specified above.

14.5 Employees recalled under these provisions shall begin accruing benefits at the level they had attained prior to layoff and shall be credited with any sick leave they had accrued and not used prior to layoff.

14.6 Employees laid off from the City shall be able to continue all insurance benefits they had at the time of their layoff, for a period of one (1) year from the date of layoff, by assuming the total cost of each benefit they choose to retain; provided, however, that all premiums for said insurance benefits must be paid monthly in advance. The City will assume no liability under this section to continue benefits for employees not complying with reasonable conditions for the maintenance of the benefits, including maintaining a current address with the City and other reasonable conditions. Any missed or late payments to the City shall terminate the benefit immediately.

ARTICLE XV

GROUP INSURANCE

15.1 The City agrees to continue to offer group life, surgical and hospital, and dental insurance coverage to each permanent full-time employee covered by this Agreement providing benefits basically equivalent to or comparable to existing coverage; however, the employer may select and/or change insurance carriers provided the benefits are basically equivalent or comparable to the existing coverage. Starting in 2019, the base plan deductible changes from $300 to $750.

15.1.1 The City agrees to pay the full cost of the employee's hospital and surgical insurance.

15.1.2 The City agrees to pay the full cost of the employee dependents' hospital and surgical insurance until the policy renewal date in 1992. Beginning with the policy renewal in 1992, the employee shall pay for one-half (1/2) of any increase in the policy premium attributable to the employee dependents' hospital and surgical insurance, and the City shall pay the other one-half (1/2) of the increase. To determine the amount subject to this 50-50% split, the increase for single coverage (i.e. the employee) shall be subtracted from the increase established for family coverage and the remaining expense is then split between the City and the employee.

15.1 .3 The City agrees to pay the full cost of the employee's dental insurance.

15.2 The City will allow employees who retire at the age of 58 or older with twelve (12) years of service, in accordance with PERA and/or Social Security standards; to continue in the City's group hospitalization and medical insurance program only if the employee pays the entire premium for said insurance in advance. This benefit shall continue only as long as the retiree pays the premium in advance, and only until the retiree is eligible for Medicare coverage.

15.3 The City and Union agree to establish a post-retirement employee-paid health care savings plan.

ARTICLE XVI

GRIEVANCE PROCEDURE

16.1 A grievance shall be defined as a claim reasonably and sensibly founded involving the interpretation or application of a specific term or provision of this agreement.

16.2 No grievance shall be entertained or processed unless it is submitted within ten (10) calendar days after the first occurrence of the event allegedly in violation of this agreement, or within ten (10) calendar days after the event would have been known through the use of reasonable diligence, in accordance with the procedures set forth below:

Step 1: The grievance shall be informally discussed with the Department Head. The Department Head will respond to the grievance, verbally, within three (3) days.

Step 2: If the grievance is not settled at Step 1, the grievance shall be reduced to writing on appropriate forms and signed and dated by the aggrieved and presented to the appropriate Department Head. The written grievance must state the date of occurrence of the event allegedly in violation of the agreement, specifying the section(s) of the agreement allegedly violated, and be presented to the Department Head within five (5) calendar days after the informal Step 1 response is due. The Department Head shall provide a written disposition of the matter on the grievance form, and a copy shall be returned to the employee within seven (7) calendar days following receipt of the grievance by the Department Head.

Step 3: If the grievance is not adjusted by the above steps and the employee desires to appeal it, the grievance shall be appealed to the City Manager by serving written notice of such appeal upon the City Manager within five (5) calendar days after the Department Head's written Step 2 answer. At the discretion of the City Manager or the Union, a meeting may be scheduled with the Union Steward, Union Representative, grievant, and such other parties deemed appropriate by the City Manager. The City Manager shall render a written disposition within ten (10) calendar days after the meeting (if held), or within ten (10) calendar days after receipt of the grievance (if no such meeting is held).

Step 4: If the grievance is not adjusted by the above step and the employee desires to appeal it, the Union shall, within seven (7) calendar days following the Step 3 answer by the City Manager, notify the City Manager of its intent to refer the grievance to the mediation procedures provided by the Minnesota Bureau of Mediation Services. Any meeting with a mediator shall be scheduled at a time agreeable to the Union, the employer and the mediator.

Step 5: If the grievance is not adjusted by the above step, and the employee desires to appeal it, the Union may refer the grievance to arbitration by notifying the City in writing of its intent to refer the grievance to arbitration, all within five (5) calendar days within receipt of the Step 4 response.

In that event the parties will attempt to agree upon an arbitrator within five (5) calendar days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, either party may request the Public Employment Relations Board to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to alternately strike two (2) names from the panel. The grieving party shall strike first. The remaining person shall be the arbitrator. The arbitrator shall be so notified of his selection by a joint letter from the City and the Union requesting that he set a time and place, subject to the availability of the City and Union Representatives, for a meeting. Any such arbitration proceedings shall be subject to all of the following terms and conditions:

1. The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provision or provisions of the agreement.

2. The arbitrator shall consider and decide only the specific issues submitted in writing by the City, and the Union, and the arbitrator shall have no authority to make any decision on any issue not so submitted.

3. The arbitrator shall be without power to make any decision contrary to or inconsistent with or modifying, or varying in any way the application of any law or rule or regulation having the force and effect of law.

4. If the grievance involves a matter covered by law, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

5. The arbitrator shall base a decision solely upon the arbitrator's interpretation of the meaning or application of the expressed terms of this agreement to the facts of the grievance presented.

6. The costs or expenses of the arbitrator shall be shared equally by the employer and the Union. Any costs or expenses individually incurred by the parties, however, including any transcript of an

arbitration proceeding ordered by a party, shall be borne by the party incurring the cost or expense.

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

16.4 If, as a result of the response in Step 3 above, the grievance remains unresolved, and if the grievance involves a suspension, demotion, or discharge of an employee, the grievance may be appealed directly to either Step 5 above, or a procedure such as civil service, veteran's preference, fair employment, or other judicial proceedings. If the matter is appealed to any procedure other than Step 5 above the grievance is not subject to further proceedings under the grievance procedure.

The aggrieved employee shall indicate in writing which procedure is to be utilized and shall sign a statement to that effect indicating that the choice of one procedure precludes the aggrieved employee from making additional appeals through any other procedure.

ARTICLE XVII

DISCIPLINE

The employer will discipline employees only for a just cause.

ARTICLE XVIII

NEGOTIATION PROCEDURE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or

matter included by law in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

Therefore, the City and 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.

ARTICLE XIX

PRODUCTIVITY COMMITTEE

In order to promote understanding and communication among the City of Montevideo and its employees, a Productivity Committee is hereby established. The Productivity Committee shall meet and confer on items which are of concern to both the employer and the employees. Whenever there is a need for the Productivity Committee to meet, they shall meet on the first Monday of each quarter at a time which is mutually agreed upon by the employer and the employees. Further, that the party which wishes to discuss any particular item would provide the other party with an Agenda of items which are to be discussed.

When the Productivity Committee meets, the employees shall be represented by Union Stewards of the Union, which represents the employees in collective bargaining (AFSCME Local 1686). The City shall be represented by the City Manager and any department of supervisory personnel which is deemed appropriate and appointed by the City Manager.

At no time during the Productivity Committee meetings shall the parties involved attempt to negotiate or renegotiate any provisions of any current collective bargaining agreement. Although all items of the terms and conditions of employment and any other concerns that either party may have would be open for discussion, this in no way obligates either the employer or the employee to agree upon any changes in any contractual obligations that may exist.

ARTICLE XX

SEPARABILITY

If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXI

DRUG AND ALCOHOL TESTING POLICY

Employees shall be subject to the attached Drug & Alcohol Policy of the City of Montevideo, dated December 15, 2008 and amended December 20, 2010, and marked APPENDIX C. The attached policy shall be incorporated into this Agreement through this reference.

ARTICLE XXII

CLOTHING

Items of clothing and other equipment which enhance the safety of and/or identify employees as employees of the City shall be provided for the employees by the respective departments of the City in which the employees work. Employees can submit specific requests or suggestions as to what items of clothing or equipment will assist them to perform their work duties safely and efficiently to their respective Department Head for discussion and action. As well, Department Heads may initiate action on clothing for both safety and identification purposes. The Department Head shall, within the budget allowed for this purpose by the City Council, and, when the reasons, requests or suggestions are determined to be valid and reasonable, provide the subject clothing and equipment to the employee.

ARTICLE XXIII

LENGTH OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2021 to December 31, 2022, and shall be automatically extended from year to year thereafter unless either party shall notify the other in writing by June 1st of the year prior to the anniversary date that it desires to modify or terminate this Agreement.

ARTICLE XXIV

WAGES

Employees shall be compensated in accordance with the pay schedules attached to this Agreement and marked APPENDIXES A and B. The attached pay schedules shall be considered part of this Agreement.

In witness thereof, the undersigned have caused this Agreement to be executed this 29 day of December, 2020.

City of Montevideo

Mayor

City Manager

AFSCME Local 1686

President

Council 65 Representative

ATTEST:

City Clerk

2.5 %

APPENDIX A

1/1/2021

MAINTENANCE WORKER

	A	B	C	D	E
Annual	41217	42247	44360	46578	48907
Monthly (Rounded)	3435	3521	3697	3881	4076

MAINTENANCE WORKER II

	A	B	C	D	E
Annual	46301	47459	49831	52323	54939
Monthly (Rounded)	3858	3955	4153	4360	4578

HEAVY EQUIPMENT OPERATOR

	A	B	C	D	E
Annual	46301	47459	49831	52323	54939
Monthly (Rounded)	3858	3955	4153	4360	4578

MECHANIC

	A	B	C	D	E
Annual	47579	48768	51207	53767	56456
Monthly (Rounded)	3965	4064	4267	4481	4705

OUTDOOR POOL MANAGER / ADMINISTRATIVE ASSISTANT

	A	B	C	D	E
Annual	52565	53879	56573	59402	62372
Monthly (Rounded)	4380	4490	4714	4950	5198

FOREMEN

	A	B	C	D	E
Annual	54436	55797	58587	61516	64592
Monthly (Rounded)	4536	4650	4882	5126	5383

UTIILTIES OPERATOR I (Start)

	A	B	C	D	E
Annual	48341	49550	52027	54628	57360
Monthly (Rounded)	4028	4129	4336	4552	4780

UTILITIES OPERATOR II
(C Water License / C Wastewater License)

	A	B	C	D	E
Annual	49051	50277	52791	55431	58202
Monthly (Rounded)	4088	4190	4399	4619	4850

UTILITIES OPERATOR III
(B Water License / C Wastewater License and Sludge License)

	A	B	C	D	E
Annual	49821	51067	53620	56301	59116
Monthly (Rounded)	4152	4256	4468	4692	4926

LIQUOR STORE CLERK / SUPERVISOR

	A	B	C	D	E
Annual	45630	46771	49109	51565	54143
Monthly (Rounded)	3803	3898	4092	4297	4512

LIQUOR STORE CLERK (FULL-TIME PAY SCALE)

	A	B	C	D	E
Annual	37578	38517	40443	42465	44589
Monthly (Rounded)	3132	3210	3370	3539	3716

3.0 %

APPENDIX B

1/1/2022

MAINTENANCE WORKER

	A	B	C	D	E
Annual	42454	43515	45691	47976	50374
Monthly (Rounded)	3538	3626	3808	3998	4198

MAINTENANCE WORKER II

	A	B	C	D	E
Annual	47690	48882	51326	53893	56587
Monthly (Rounded)	3974	4074	4277	4491	4716

HEAVY EQUIPMENT OPERATOR

	A	B	C	D	E
Annual	47690	48882	51326	53893	56587
Monthly (Rounded)	3974	4074	4277	4491	4716

MECHANIC

	A	B	C	D	E
Annual	49006	50231	52743	55380	58149
Monthly (Rounded)	4084	4186	4395	4615	4846

OUTDOOR POOL MANAGER / ADMINISTRATIVE ASSISTANT

	A	B	C	D	E
Annual	54142	55496	58270	61184	64243
Monthly (Rounded)	4512	4625	4856	5099	5354

FOREMEN

	A	B	C	D	E
Annual	56069	57471	60344	63361	66530
Monthly (Rounded)	4672	4789	5029	5280	5544

UTIILTIES OPERATOR I (Start)

	A	B	C	D	E
Annual	49791	51036	53588	56267	59080
Monthly (Rounded)	4149	4253	4466	4689	4923

UTILITIES OPERATOR II
(C Water License / C Wastewater License)

	A	B	C	D	E
Annual	50523	51786	54375	57094	59949
Monthly (Rounded)	4210	4316	4531	4758	4996

UTILITIES OPERATOR III
(B Water License / C Wastewater License and Sludge License)

	A	B	C	D	E
Annual	51316	52599	55229	57990	60890
Monthly (Rounded)	4276	4383	4602	4833	5074

LIQUOR STORE CLERK / SUPERVISOR

	A	B	C	D	E
Annual	46999	48174	50583	53112	55767
Monthly (Rounded)	3917	4014	4215	4426	4647

LIQUOR STORE CLERK (FULL-TIME PAY SCALE)

	A	B	C	D	E
Annual	38705	39673	41656	43739	45926
Monthly (Rounded)	3225	3306	3471	3645	3827