

LABOR AGREEMENT

between

THE CITY OF WINTHROP

and

LOCAL UNION NO. 2439-4

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

January 1, 2021 through December 31, 2022

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ARTICLE I. PURPOSE OF AGREEMENT

1.1 This Memorandum of Agreement, hereinafter referred to as the Agreement, is entered into between the City of Winthrop, hereinafter called the Employer, and Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter called the Union. The intent and purpose of this Agreement is to:

1.11 Express in written form the complete Agreement between the parties on hours, wages and other conditions of employment, and to specify the duration of this Agreement.

1.12 Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of provisions set forth in this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication. The parties recognize that this Agreement is not intended to modify any of the authority vested in the Employer by the statutes of the State of Minnesota, except as provided in this Agreement.

ARTICLE II. RECOGNITION

2.1 The Employer recognizes the Union as the exclusive representative for a unit of Winthrop employees composed as follows:

All employees of the City of Winthrop, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, including the Street Superintendent, Water and Sewer Superintendent, Park Superintendent, Utility/Billing Clerk/Receptionist, and Accounting Clerk, excluding all other employees.

2.2 The City will not enter into any agreement with the employees covered by this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE III. DEFINITIONS

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

3.11 Base Pay Rate: The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.

3.12 Continuous Service: Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.

- 3.13 Days: Unless otherwise indicated, means working days. (Monday through Friday, exclusive of holidays)
- 3.14 Department: A division of City of Winthrop government.
- 3.15 Emergency: A situation of occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 3.16 Employee: A member of the exclusively recognized bargaining unit defined in Agreement.
- 3.17 Employer: The City of Winthrop, Minnesota, and its designated representatives.
- 3.18 Full Month of Service: One (1) calendar month of continuous service.
- 3.19 Layoff: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.20 Leaves of Absence: An approved absence from work duty during a scheduled work period with or without compensation.
- 3.21 Probationary Employee: An employee who has not completed the probationary period.
- 3.22 Probationary Period: The first six (6) months of service of newly hired or rehired employees.
- 3.23 Promotion: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.24 Regular Employee: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.
- 3.25 Full-time Employee: An employee regularly scheduled to work the normal work hours established for the department.
- 3.26 Seniority: Length of service established by Article VI.
- 3.27 Temporary Employee: An employee hired on a temporary basis, for a period not to exceed six (6) months (except under exceptional circumstances, such period may be extended for up to two (2) additional months upon written notice to the Union and the temporary employee), as designated by the Employer, in a position that has little prospect for continued employment. Such employees shall not earn or receive any benefits under the terms of this Agreement except as otherwise specifically stated herein.
- 3.28 Transfer: A change of an employee from one position to another position in the same compensation range, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.29 Trial Period: The first six (6) months of service in a new position of a promoted or transferred employee.

- 3.30 Union: Local Union, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.31 Union Member: A member of Council No. 65, American Federation of State, County and Municipal Employees, AFL-CIO.

ARTICLE IV. UNION SECURITY

- 4.1 In recognition of the Union as the exclusive representative, the Employer shall:
 - 4.11 The Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved deduction, established by the Union, from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and the Union; and the deduction of dues shall commence 30 working days after initial employment with the Employer; and
 - 4.12 The Employer shall remit such deductions to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk MN 55769) with a list of names of the employees from whose wages deductions were made along with other pertinent employee information necessary for the collection and administration of Union dues, preferably in an Excel formatted report that may be electronically transmitted, or by U.S. Mail; and
 - 4.13 The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. Mail.
 - 4.14 Fair share/Agency Fee. The Union may collect an Agency Fee or Fair Share Fee in an amount determined by the Union from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06, Subd. 3.
- 4.2 The Union agrees to represent all members of the Unit fairly and without discrimination.
- 4.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer under the provisions of this Article.
- 4.4 The Union may designate certain employees from the bargaining unit to act as stewards and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representatives.

- 4.41 The Employer agrees to recognize stewards certified by the Union as provided in this Section, subject to the following stipulations: Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work stations. Permission to leave a workstation for Union business will be limited to the investigation and presentation of grievances to the Employer. No steward shall be on paid time to investigate or present a grievance.
- 4.42 Non-employee representatives of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify and receive approval from the Employer's Department Head and provided the Union representatives do not interfere with the work of employees. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings, or other Union activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without the prior approval of the Employer.
- 4.43 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union elections, Union election returns, Union appointments to office, and Union recreational or social affairs. The Union agrees to limit the posting of such notices to the bulletin board space designated by the Employer. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

ARTICLE V. EMPLOYER AUTHORITY

- 5.1 It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all 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 Employer; 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 or services should be made or purchased; to hire, promote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; to make and enforce rules and regulations; to change or eliminate existing methods, equipment or facilities; to create and enforce employee job descriptions; to develop and implement an employee review procedure.

ARTICLE VI. SENIORITY

- 6.1 Seniority Lists: Upon request of the Union, the Employer shall establish seniority lists as of the effective date of this Agreement structured by each work classification and department to include and rank, in order of highest to lowest seniority, all regular employees in the bargaining units.
- 6.2 Types of Seniority: There shall be four types of seniority established by the Agreement.
- 6.21 Employer Seniority, which shall be the total length of continuous service with the Employer.

- 6.22 Bargaining Unit Seniority, which shall be the total length of service within the bargaining unit.
 - 6.23 Department Seniority, which shall be the total length of service within a specific department or division of City service.
 - 6.24 Classification Seniority, which shall be the total length of service within a work classification.
- 6.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.
- 6.4 Except in those instances where senior employees are not qualified to perform remaining work, seniority shall determine the order of:
- 6.41 Layoff shall be by classification within a department, in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) the employee with the least seniority in a classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater unit seniority than the employee who is to be bumped.
 - 6.42 Recall from layoff, which shall be by classification within a department, in inverse order of layoff, provided that, if an employee does not return to work upon recall, as directed by the Employer, or an extended date mutually acceptable to the employee or Employer, he/she shall automatically have terminated his/her employment. An employee's name shall be retained on the recall list for eighteen (18) months, at which time all rights to recall shall terminated.
 - 6.43 The Employer shall issue written notice of an indefinite layoff at least ten (10) working days in advance of layoff and will meet and confer with the Union to attempt to minimize the impact of the layoff off unit members. The Employer shall issue written notice of recall from an indefinite layoff to affected employees, providing at least seven (7) calendar days to return to work. An indefinite layoff shall be defined as a layoff made for an indeterminate period at the time of notice or any layoff of forty-five (45) or more days. The Employer may layoff an employee for a definite period of forty-four (44) days or less by giving written notice to the affected employees. Recall notification shall be by registered or certified mail to the employee's last known address for an indefinite layoff and shall be contained in the layoff notice for layoffs for a definite period.
 - 6.44 Temporary and probationary employees in the same department and classification shall precede regular employees in layoff. No new employees shall be hired in a work classification within a department where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.
- 6.5 In the event of a newly created position or job vacancy within the bargaining unit, the Employer shall select the applicant with the greater bargaining unit seniority for the job opening. In the event applicants have equal bargaining unit seniority, the applicant with the greater classification seniority shall be selected to fill the position.

- 6.6 For a period of seven (7) calendar days prior to filling such vacant or newly created position, the Employer shall post, in a conspicuous place in the department, notice of all vacant or newly created positions to be filled. Such notices shall state the type of work, the place of work, rate of pay, normal hours to be worked, and the job classification.

ARTICLE VII. GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representatives shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and the Union representative have notified and received the approval of the Employer who has determined that such absence is reasonable.
- 7.3 Procedure: Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of a provision of this contract shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the Employer designated Step 1 representative. The grievance shall be placed in writing and set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, and the remedy requested. The supervisor shall respond to the grievance within ten (10) calendar days of receipt of the written grievance. The Union may appeal the supervisor's answer to Step 2 within ten (10) calendar days of the answer to Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the Union and discussed with the Employer designated Step 2 representative. The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer designated representative's answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3: Upon mutual agreement of the parties, a grievance shall be submitted to the Bureau of Mediation Services for the purpose of grievance mediation. The mediator has no authority to make a binding decision nor does the use of this step preclude either party from proceeding to arbitration.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.4 Arbitrator's Authority

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this contract. The arbitrator shall consider and decide only the specific issue (s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue submitted. The arbitrator may not ignore the language of the agreement. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

7.5 Arbitrator's Fees: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not appealed 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 of each step may be extended by mutual written agreement of the Employer and Union.

7.7 Choice of Remedy. If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4, or a procedure such as Civil Service, Veterans Preference or Human Rights. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall indicate, in writing, which procedure is to be utilized, Step 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

ARTICLE VIII. NO STRIKE/NO LOCKOUT

- 8.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, sympathy strike, the work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this Article, the Union shall immediately notify any such employees 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 will be subject to discharge or other discipline.
- 8.2 The Employer shall not lock out unit employees.

ARTICLE IX. PROBATION AND TRIAL PERIODS

- 9.1 All newly hired or rehired employees shall be probationary and shall serve a six (6) month probationary period.
- 9.2 The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.
- 9.3 All employees promoted or transferred to a new position shall serve a three (3) month trial period.
- 9.4 The Employer may return a trial period employee to a position in his/her former classification and to his/her rate of pay immediately previous to transfer or promotion.
- 9.5 For a period of thirty (30) calendar days, the trial period employee shall have the right to revert to a position in his/her former classification, and to his/her rate of pay immediately previous to transfer or promotion. After the thirty (30) day period, the employee may request such return but the Employer shall be under no obligation to honor the request.
- 9.6 Probationary employees shall earn vacation and sick leave from the date of hire. A probationary employee shall not utilize vacation and sick leave until the employee has successfully completed the probationary period.

ARTICLE X. WORK SCHEDULES - PREMIUM PAY

- 10.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay.
- 10.2 Work Week/Work Day: The normal work week shall be forty (40) hours a week. The City office shall be open from 7:30 a.m. to 5:00 p.m. Monday to Thursday and Friday 8 a.m. to 12 p.m. with one-half (1/2) hour unpaid lunch break toward the middle of the day. Non-office employees shall work from 7:30 a.m. to 5:00 p.m. Monday to Thursday and Friday 8 a.m. to 12 p.m. with a one-half hour unpaid lunch break toward the middle of the day. Full-time employees' normal workdays shall be Monday through Friday, except for functions operated on a continuous shift basis or requiring

departure from the normal schedule.

- 10.3 Work Shift: Work shifts, staffing schedules, and the assignment of employees thereto shall be established by the Employer.
- 10.4 Work Schedule Changes: The Employer shall notify employees fourteen (14) calendar days in advance of any permanent changes in their work schedules.
- 10.5 All employees shall receive a twenty (20) minute rest period during the a.m. and a twenty (20) minute rest period in the p.m. per eight (8) hour shift. Employees shall receive a one-hour unpaid lunch period toward the middle of the work day.
- 10.6 Overtime: All hours worked by employees in excess of forty (40) hours per week shall be considered overtime. Employees will not be sent home early to prevent the payment of overtime.
- 10.7 All hours in payroll status shall count toward the computation of overtime.
- 10.8 Overtime Rate: All employees shall be compensated for all overtime hours worked at the rate of time and one-half (1-1/2) the employee's base pay rate.
- 10.9 Employees called back to work at other than his/her scheduled shift period shall receive a minimum of two (2) hours pay at the appropriate rate.
- 10.10 Employees shall have the right to choose overtime compensation in the form of pay or compensatory time off to a maximum of forty (40) hours. All overtime compensation in excess of forty (40) hours shall be paid. Hours remaining in an employee's compensatory time bank on December 31 of each year shall be zeroed, and the balance of hours paid. All overtime hours shall be documented on employee's timecard.

ARTICLE XI. HOLIDAYS

- 11.1 Designated holidays are as follows:

New Year's Day - January 1
Martin Luther King Day - Third Monday in January
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Veterans Day
Thanksgiving Day - Fourth Thursday in November
Friday after Thanksgiving Day
Christmas Day - December 25

When Christmas Eve falls on a Monday through Thursday, employees shall receive four (4) hours holiday commencing at noon on Christmas Eve.

- 11.2 Non-exempt employees assigned and required by the Employer to work on a holiday as designated in this Article, shall receive compensatory time off or cash pay, at the discretion of the employee, at one and one-half (1-1/2) times their base pay rate for hours worked, plus holiday

compensation at their base pay rate.

- 11.3 When a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees. An employee, regardless of his/her work schedule, shall receive the same number of holidays as an employee whose normal work week is Monday through Friday.
- 11.4 Holidays which occur within an employee's approved and compensated vacation period will not be chargeable to the employee's vacation time.

ARTICLE XII PAID TIME OFF (PTO) EXTENDED ILLNESS BANK (EIB)

12.1 Paid Time Off (PTO) is time off for eligible employees to use for vacation, illness of self or child or injury and personal business. It combines traditional vacation and sick leave plans into flexible, paid time off. This PTO schedule will be effective beginning January 1, 2008. Employees will be credited with PTO based on years of service as of December 31, 2007.

12.2 PTO is provided for regular full-time employees annually as follows:

Years of Service	PTO Accrual	Maximum Accrual
0 to 3 years	18 days	36 days
3 to 7 years	24 days	48 days
7 to 11 years	30 days	60 days
11 to 14 years	40 days	60 days

12.3 PTO Accrual: PTO will accrue on a monthly basis rather than annually. However, due to the transition to PTO effective January 1, 2008, each employee will receive PTO in an amount equal to their respective years of service as shown in the chart above on January 1, 2008. Each month thereafter commencing January 1, 2008, PTO will accrue on a monthly basis. PTO will start to accrue on the first day of employment but will not be available to the employee until the end of the probationary period. Unused PTO can be carried over from one year to the next in accordance with the chart above. Unused vacation shall be used by April 1, 2008. In the event an employee is unable to use her/his accrued vacation by April 1, 2008 due to the requirements of her/his work duties, the balance of the unused vacation shall be paid to the employee. PTO cannot be used in less than one-quarter (1/4) hour increments.

12.4 For the purpose of accruing PTO, an employee using earned PTO is considered to be working. All benefits the employee is eligible to receive while employed shall continue during this leave. PTO shall count toward the computation of overtime.

12.5 Any regular employee leaving the employment of the City in good standing after giving two week notice of such termination of employment shall be compensated for all PTO accrued and unused at the date of separation.

- 12.6 The estate of any employee who dies while employed by the City shall be entitled to receive one hundred percent (100%) of the employee's accrued unused PTO in cash.
- 12.7 Extended Illness Bank (EIB): Commencing with the implementation of PTO January 1, 2008, an EIB will be established for each employee. Each employee will place 200 hours of their current sick leave into the EIB bank on January 1, 2008. The balance of sick leave hours beyond the 200 hours will be paid to the employee at the rate of 75% of said balance. Annually thereafter they will receive eighty (80) hours annually to be placed in the employee's EIB bank effective January 1st each calendar year. Hours in the EIB are not subject to pay out on behalf of the Employer.
- 12.8 The EIB is to be used after three (3) days of extended illness for employee, dependent or spouse. The City may request initial and ongoing verification from a physician of an extended illness.
- 12.9 In the case of an on-going chronic illness, PTO shall be used for the first three (3) days of illness/treatment, after which time the EIB benefit shall be allowed to be utilized for absences related to the on-going chronic illness or injury.

ARTICLE XIII. LEAVES OF ABSENCE

- 13.1 General Conditions: To the extent possible, requests for leave shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on an approved leave of absence may cancel the leave and return to work early with the approval of the Employer. The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee is using the leave for purposes other than those specified at the time of approval.
- 13.2 All requests for leave of absence shall be submitted in writing to the Employer as soon as the need for such leave is known. The request shall state the reason for and anticipated duration of the leave of absence. Such requests, if approved by the department, must be submitted to the City Council for consideration.
- 13.3 The Employer shall continue to pay its share of insurance benefits as provided by Article XVII, for employees on leave of absence with pay. Employees on leave of absence without pay who are eligible to participate in the insurance coverages and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverages.
- 13.4 Employees on approved paid leaves of absence shall continue to accrue Employer, Department and Classification seniority. Employees on leave without pay shall retain all unused, accrued vacation and sick leave, but shall not accrue additional vacation, sick leave or seniority during their leave and may not utilize such benefits during the period of leave.
- 13.5 Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began,

with any adjustments added to the schedule during his/her leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on the salary schedule, or toward length of service required to complete a probationary period.

- 13.6 Military Duty Leave: In accordance with State and Federal laws, any employee required by official military orders or related authority to attend Military Reserve Training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training, not to exceed fifteen (15) calendar days per calendar year. The employee shall present the Employer with official copies of the order received. The employee shall apply for such leave as soon as practicable after the necessity for such leave is known.
- 13.7 Jury Duty: Employees shall be granted a leave of absence any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury duty. At the conclusion of jury duty, employees shall return to work unless other arrangements are made with the Employer.
- 13.8 Leave Without Pay: At the discretion of the Employer, a leave of absence without pay for reasons other than disability, may be granted to an employee requesting such leave in writing.

13.81 Parental Leave: Such leave shall be granted according to federal and state law.

13.82 Union Business: The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off and leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department.

ARTICLE XIV. ALLOWANCES

- 14.1 Automobile Allowance: Employees required by the Employer to use their personal cars while engaged in city work, shall be entitled to reimbursement at the rate established by the City Council.

ARTICLE XV. INSURANCE

- 15.1 The Employer shall pay 100% of the premium cost for single health insurance.
- 15.2 The current insurance provider for employees covered by this collective bargaining agreement separates the cost of the single premium and the cost of the dependent premium to arrive at a total monthly insurance cost per employee. The dependent monthly cost varies among participants, therefore, the cost to the employer and each employee with dependent coverage will vary. The Employer will pay seventy-five percent (75%) of the cost for those employees with dependent coverage. Employees with dependent coverage will pay twenty-five percent (25%) of the dependent cost of the insurance. In the event the Employer changes insurance provider during the term of this contract which modifies the aforementioned intent of dependent cost sharing, the parties agree to meet and negotiate a new method of dependent cost sharing.

15.3 The Employer shall provide and pay 100% of the cost of life insurance premiums. Each employee shall be covered by a \$25,000.00 policy. Each employee's spouse shall be covered by a \$10,000 policy. Each of the employee's children shall be covered by a \$5,000 policy.

ARTICLE XVI. INDIVIDUAL RIGHTS

16.1 Employees have the right to join or to refrain from joining the Union. Neither the Employer nor the Union shall discriminate against or interfere with the rights of employees to become or not to become members of the Union, and further, there shall be no discrimination or coercion against any employee because of Union membership or non-membership. The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

ARTICLE XVII. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

17.1 This Agreement shall represent the complete Agreement between the Union and Employer.

17.2 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 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 not specifically 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, unless they mutually agreed to do so.

ARTICLE XVIII. SAVINGS CLAUSE

18.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Winthrop. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE XIX. DISCIPLINE AND DISCHARGE

19.1 The Employer shall have the right to impose disciplinary actions on employees for just cause.

19.2 Employees who are suspended or discharged shall be notified of such action in writing.

19.3 Probationary employees may be dismissed at any time, without cause, at the discretion of the Employer. Such action shall not be subject to the grievance procedure.

19.4 An employee shall be given a copy of any written entry to his personnel file which is the result of any disciplinary action and shall be allowed to respond thereto. In addition, any employee shall be allowed to review his personnel file and all documents therein at reasonable times and under

conditions determined by the Employer.

ARTICLE XX. SALARY RATES

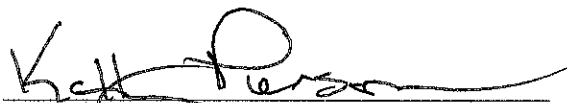
- 20.1 Employees shall be compensated in accordance with the schedule attached hereto as Appendix A.
- 20.2 Effective with the first payroll period after promotion or reclassification to a higher salary range, an employee shall be paid at the salary for his/her new classification that reflects a salary increase.
- 20.3 After twenty (20) years of employment, the employee shall receive an additional twenty-five dollars (\$25.00) per month.

ARTICLE XXI. TERM OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of January, 2021 to December 31, 2022.

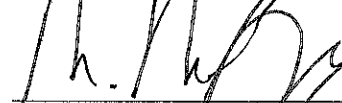
CITY OF WINTHROP

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO
MINNESOTA COUNCIL 65



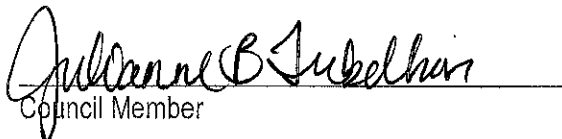
Mayor

Dated: 11/22/2020



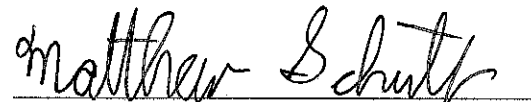
Bargaining Committee Member

Dated: 11/22/2020



Council Member

Dated: 11/22/2020



Bargaining Committee Member

Dated: 11/22/20

AFSCME Staff Representative

Dated: _____

APPENDIX "A"

	<u>1/1/21</u>	<u>1/1/22</u>
<u>CITY CLERK</u> Melissa Lorenz	\$20.83	\$21.40
UTILITY BILLING CLERK Matthew Schuth	\$15.41	\$15.83
UTILITIES Christopher Beranek	\$22.09	\$22.70
UTILITIES SUPERVISOR Troy Martin	\$25.80	\$26.51
PARKS AND MAINTENANCE Oscar Olson	\$22.99	\$23.62