



Collective Bargaining Agreement
Between
AFSCME Council 65, Local 2685-0002, AFL-CIO
And
Montrose City
1/1/2022 – 12/31/2024

AFSCME Council 65 Office: info@afscme65.org or 888-474-3242

WEINGARTEN RIGHTS

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

BECOME AN AFSCME 65 MEMBER

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



MEMBER BENEFITS

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

www.afscme.org/member-resources

www.unionplus.org

Make sure to have your member number handy when accessing these benefits.

ORGANIZING

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email info@afscme65.org and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



AGREEMENT

between

CITY OF MONTROSE

and

AFSCME COUNCIL 65

LOCAL 2685 - 2

January 1, 2022 — December 31, 2024

ARTICLE 1 PURPOSE AND INTENT OF AGREEMENT

- 1.1 Purpose: This Agreement is entered into between the City of Montrose, Minnesota ("Employer") and the American Federation of State, County and Municipal Employees, Minnesota Council No. 65 ("Union"), as the exclusive representative for the employees covered by this Agreement.

- 1.2 Intent: It is the intent of this Agreement to:
 - a. Establish certain hours, wages and other conditions of employment;

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

 - c. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 RECOGNITION

- 2.1 Recognition: The Employer recognizes the Union as the exclusive representative under Minn. Stat. 179A.12, subd. 10 of a bargaining unit certified by the Bureau of Mediation Services, BMS Case No. 11-PCE-1227, and described as:

All supervisory employees employed by the City of Montrose, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and all other employees.

- 2.2 Unit Clarification: In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new job class, the issue shall be submitted to the Minnesota Bureau of Mediation Services for determination.

- 2.3 Exclusive Representative: The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified exclusive representative.

ARTICLE 3. DEFINITIONS

- 3.1 Employee: A member of the bargaining unit represented by the Union.

- 3.2 Employer: The City of Montrose, Minnesota.

- 3.3 Full-Time Employee: An employee in a bargaining unit position who is regularly scheduled to work 80 hours per two-week work period and 12 months per year.
- 3.4 Part-time Employee: Any employee hired to fill a position in the bargaining unit, based on and is scheduled to work a minimum of twenty-nine (29) hours per week but less than forty (40) hours per week and 12 months per year. Part-time employees are eligible to receive prorated benefits.
- 3.5 Regular Employee: An employee who has successfully completed the required probationary period of employment in the bargaining unit.
- 3.6 Temporary and Seasonal Employee: An individual who is not in a bargaining unit position because the employment is limited by duration or a specific project or task not to exceed six (6) months. The six (6) month time period may be extended by mutual agreement of the Employer and the Union. The Employer will set the wages for these employees. These employees are not entitled to any benefits as outlined in this Agreement.
- 3.7 Union: The American Federation of State, County and Municipal Employees, Minnesota Council No. 65.
- 3.8 Union Member: A member of the American Federation of State, County and Municipal Employees, Minnesota Council No. 65.
- 3.9 Compensatory Time: Employees covered by this Agreement shall be compensated for overtime on the basis of one and one-half (1.5) hour of compensatory time for each hour of overtime worked. However, no guarantee exists for the employee to utilize part or all of the compensatory time accrued. In no instance shall the employee receive a cash payment for compensatory time earned either during their employment or as a form of severance compensation upon termination of employment. At any given time, compensatory time shall not exceed 36 hours for any employee. Compensatory time used shall be considered time worked for purposes of benefits covered under this Agreement.

ARTICLE 4. UNION SECURITY

- 4.1 Dues Deduction: The Employer shall deduct from the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union Dues. Deductions shall be based upon the amounts certified as correct from time to time by AFSCME Local 2685 and shall be made, continued, and terminated in accordance with the terms of said authorization card. The Employer agrees to deduct a representational fee for services rendered by the Union to employees of the bargaining unit who are not members of the exclusive representative upon written authorization of the **Employee**. The Union agrees to indemnify and hold the Employer harmless against any claim, suit, order or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

- 4.2 Indemnification: 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, including attorney fees and costs, as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 4.3 Steward: The Union may designate employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of such choice. There shall be one Steward per grievance or other issue that arises under this Agreement.
- 4.4 Rights and Obligations of Stewards: The Employer agrees that on the Employer's premises and without loss of pay, the Union stewards and officers shall be allowed to consult with the Employer, its representative, Union officers or the Union representative concerning the enforcement of any provision of this Agreement, so long as such action does not occur during working time, whenever possible.

ARTICLE 5 EMPLOYER AUTHORITY

- 5.1 Inherent Managerial Rights: The exclusive representative recognizes that the Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, direction and number of personnel, and the right to select persons to serve as supervisory employees.
- 5.2 Employer Authority: The Employer retains all rights to operate and manage all facilities and equipment; all rights to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish, modify, eliminate or otherwise change organizational structure; to set the number of positions; and to perform other managerial functions, duties and responsibilities. Except as herein clearly and explicitly limited in the express terms of this Agreement, the right of the Employer in all respects to manage its business, operations and affairs shall be unimpaired. The foregoing enumeration of rights and duties shall not be deemed to exclude other inherent rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.
- 5.3 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.

ARTICLE 6. SENIORITY, LAYOFF AND RECALL

- 6.1 Definition of Seniority: Seniority shall be the length of continuous service from the employee's most recent date of hire.

- 6.2 Accrual of Seniority: Upon completion of the probationary period, employees shall become regular employees within the meaning of this Agreement, and shall have seniority dating from their most recent date of continuous employment.
- 6.3 Impact on Seniority: An employee will retain seniority, but will not accrue additional seniority while on layoff status or in other unpaid status of more than 30 days.
- 6.4 Definition of Layoff: A layoff is the elimination of a position due to lack of work, a financial reason, or other reason not attributable to the employee.
- 6.5 Layoff: If the Employer determines it is necessary to lay off employees, temporary and seasonal employees who are performing bargaining unit work shall be laid off first, then bargaining unit employees will be laid off in inverse order of seniority within each affected classification, with the least senior employee in the affected classification laid off first, provided the remaining employee(s) in the affected classification are qualified to perform the work.
- 6.6 Notice of Layoff: If reasonably possible, the Employer will give a minimum of two (2) weeks written notice to the affected employee(s) prior to the effective date of the layoff.
- 6.7 Recall: Employees on layoff status shall retain rights to recall to the position from which they were laid off for a period of up to one (1) year from the effective date of the employee's layoff. Notice of recall shall be by certified letter sent to the employee's last address on file with the Employer. It shall be the responsibility of each employee on layoff to notify the Employer of any address change. An employee's refusal or failure to accept recall shall terminate all of the employee's rights to recall and the employee shall be considered to have resigned from employment.
- 6.8 Loss of Seniority: An employee shall lose seniority for the following reasons:
- a. The employee resigns; or
 - b. The employee is discharged and the discharge is not reversed through the grievance procedure.

ARTICLE 7. PROBATIONARY PERIOD

- 7.1 Duration for New Employees: All newly hired and rehired employees shall serve a 12-month probationary period. The probationary period may be extended for up to three (3) months at the Employer's discretion to enable further observation of the employee's ability to perform the duties of the position. The employee and the Union shall be notified of the reasons for the extension of the probationary period.
- 7.2 Termination: The Employer may terminate a newly hired or rehired probationary employee with or without cause and with or without advance notice. The employee shall not have a right to appeal the termination under the grievance procedure of this

Agreement.

- 7.3 Duration for Promoted or Transferred Employees: All employees promoted to a position within this bargaining unit or transferred to a different bargaining unit position shall serve a 12-month probationary period. The probationary period may be extended for up to three (3) months at the Employer's discretion to enable further observation of the employee's ability to perform the duties of the position. The employee and the Union shall be notified of the reasons for the extension of the probationary period. A promoted or transferred employee who does not successfully complete the probationary period may return to the position the employee held immediately prior to the promotion or transfer, either at the direction of the Employer or the request of the employee, and to the employee's salary immediately prior to the promotion or transfer.
- 7.4 Leave of Absence During Probation: The probationary period in Articles 7.1 and 7.3 may be extended by the amount of time an employee is on an approved leave of absence of more than four weeks.

ARTICLE 8. VACANCIES, TRANSFERS AND PROMOTIONS

- 8.1 The Employer will provide not less than five (5) business days' notice to employees of vacancies that the Employer decides to fill.
- 8.2 The Employer retains final authority for selection of individuals to fill a vacancy within the bargaining unit and selection of employees for transfers and promotions.

ARTICLE 9. DISCIPLINE AND DISCHARGE

- 9.1 Just Cause: The Employer shall discipline regular employees only for just cause.
- 9.2 Types of Discipline: Discipline will be in one or more of the following forms, but not necessarily in the following order:
- a. Verbal reprimand
 - b. Written reprimand
 - c. Suspension
 - d. Demotion
 - e. Discharge

The Employer reserves the right to select the form of discipline that it deems appropriate under the circumstances.

- 9.3 Documentation: Notices of written reprimand, suspension, demotion, and discharges will be in written form and will state the reason(s) for the disciplinary action taken. Written reprimands, notices of suspension, notices of demotions, and notices of discharge which are to become part of the employee's personnel file shall be read and

acknowledged by signature of the employee. The employee shall receive a copy of such reprimands and/or notices and may provide a copy to the Union.

- 9.4 Grievances: Verbal reprimands will be identified as such and shall not be subject to the grievance procedure.
- 9.5 Union Representation: An employee who is questioned by the Employer about a matter the employee reasonably believes may lead to his/her discipline shall have the right to request Union representation.
- 9.6 Access to Personnel File: Upon written request by an employee, the Employer shall provide the employee an opportunity to review the employee's personnel file under the direct supervision of the Employer in accordance with Minn. Stat. § 181.961.

ARTICLE 10. HOURS OF WORK

- 10.1 The normal work period for full-time employees shall consist of eighty (80) hours per two week pay period. However, it is expected that employees will provide the service necessary to carry out the responsibilities of their position.
- 10.2 It is recognized that hours of work may vary and the exempt employees covered by this Agreement may work varied hours and/or work on nights or weekends. It is expected that any adjustment to work hours, including the use of Compensatory Time, shall be without a reduction in the efficiency of work performance and services to the public.
- 10.3 It is recognized that employees are exempt from the overtime provisions of the Fair Labor Standards Act.
- 10.4 Exempt employees will be permitted flexibility within their work day/schedule. Time away from work is allowed provided that daily/weekly work is completed on a timely basis. Employees accruing Compensatory Time shall use such time as needed, may use Compensatory Time on the same basis as paid vacation and sick leave, and shall track Compensatory Time for convenient review by the Employer.

ARTICLE 11. HOLIDAYS

- 11.1 Holiday Pay: Full-time employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last assigned workday preceding the holiday and the first assigned work day following the holiday.

11.2 Designated Holidays: Each employee shall receive their normal work day pay of straight time for all of the holidays listed below.

New Year's Day	January 1
Martin Luther King, Jr. 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	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Friday after Thanksgiving
Christmas Eve Day	December 24
Christmas Day	December 25
Floating Holiday	Date open

11.3 Weekend Holiday: When a holiday falls on Sunday, the following Monday is a paid holiday, and if any such holiday falls on a Saturday, the preceding Friday is a paid holiday. When a designated holiday falls on a day the employee has been excused with pay, the employee shall have the last day in the preceding or the first day of the following week as a replacement day for said holiday.

11.4 Part-time Employees: Part-time employees as defined in Article 3.4 are entitled to pro-rated holiday pay on the day of the week designated as the holiday, provided the designated holiday falls on a regularly scheduled day for the employee.

ARTICLE 12. GRIEVANCE PROCEDURE

12.1 Definition: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement, relating to an employee who has successfully completed the probationary period.

12.2 Union Representative: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. There shall be only one grievance representative for each grievance, and the Union shall notify the Employer in writing of the name of said representative. An employee at the first step may proceed without Union representation if the employee desires, and shall notify the Employer and the Union in writing of said decision.

12.3 Processing Grievances: It is recognized 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 without loss of pay when reasonable time away from duties and responsibilities are not detrimental to the work programs of the Employer.

12.4 Procedure: Grievances as defined in Article 12.1 shall be processed in conformance with the following procedure:

Step 1. A grievance claiming a violation concerning the interpretation or application of this Agreement shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be submitted in writing to the City Attorney and the Mayor within ten (10) business days after such alleged violation has occurred. The written grievance shall be presented by the Union to the City Council or designee at the next regularly scheduled meeting of the City Council. The City Council or designee shall give the employee and the Union the Employer's Step 1 answer in writing within thirty (30) business days after the grievance presentation of such Step 1 grievance.

Step 2. A grievance unresolved at Step 1 shall be appealed to the Minnesota Bureau of Mediation Services for mediation by the Union within ten (10) business days after the Employer's final answer in Step 1.

Step 3. If the grievance is not resolved in Step 2, the Union may appeal the grievance to arbitration pursuant to the Public Employment Labor Relations Act. The Union shall give written notice to the Employer of the appeal to arbitration within twenty-one (21) calendar days of the mediation meeting. The appeal to arbitration shall set forth the nature of the grievance, the facts upon which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested.

12.5 Selection of Arbitrator: The arbitrator shall be selected from a list received by the Employer and Union from the Minnesota Bureau of Mediation Services. The selection of the arbitrator shall be made in accordance with applicable Minnesota Rules established by the Minnesota Bureau of Mediation Services.

12.6 Arbitrator's Authority: The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. 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 not so submitted. 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 or effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union pursuant to the Minnesota Uniform Arbitration Act, 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.

- 12.7 Arbitrator's Fees and Expenses: The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. If a party desires a verbatim record of the proceedings, it shall notify the other side and it shall be responsible for paying the cost for the verbatim record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
- 12.8 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, 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 and appeal the grievance to the next step. The time limits in each step may be extended by mutual written agreement of the Employer and the Union in each step.
- 12.9 Choice of Remedy. If a grievance remains unresolved after Step 2, the grievance may be appealed to either Step 3 of the grievance procedure, or to a hearing under the Veterans Preference Act, Minnesota Statute Section 197.46 if the employee meets the definition of "veteran" under Minnesota Statutes Section 197.447. If appealed to a hearing under the Veterans Preference Act, the grievance is not subject to arbitration pursuant to Step 3 of the grievance procedure under this Agreement. The employee shall indicate in writing which procedure the employee chooses.

ARTICLE 13. VACATION LEAVE WITH PAY

- 13.1 Eligibility TA. All regular employees are entitled to paid vacation leave. Each January 1 shall be used as the anniversary date for determining the vacation leave accumulation level.
- 13.2 Length of Vacation Eligibility. Employees will not earn or be allowed to take paid vacation until they have completed the first three (3) months of employment.

Once the employee has reached their one-year anniversary date, they will receive vacation from the date of their one year anniversary to the next annual review date. The vacation earned will be pro-rata based on 40 hours earned per year until the next January 1, when they will receive the full next year's earned amount.

Beginning effective January 1, 2017, the employees will receive the following vacation hours added to their accumulated amount on January 1 of each year during the term of this Agreement:

COMMENCEMENT OF:

0-3 Months	0 hours
3 Months - 5 Years	80 hours (10 days)
6-11 Years	120 hours (15 days)
12-15 Years	160 hours (20 days)

15+ Years

200 hours (25 days)

- 13.3 Accrual/Carryover. An employee may not carry over more than 120 hours of vacation beyond the employee's annual review date.
- 13.4 When taken, leaves of more than one week or more shall be scheduled with no less than two (2) weeks' notice. Leaves of three (3) weeks or more require City Council approval.
- 13.5 Cessation of Employment. Upon leaving employment with a two (2) week notice, all unused vacation time that has been accrued up to the date of cessation shall be paid at the employee's current rate of pay.

ARTICLE 14. SICK LEAVE

- 14.1 Purpose. Regular Sick leave may be granted to employees not on personal leave when the employee is unable to perform work duties due to illness or disability, which prevented the employee's attendance and performance of duties on that day or days.
- 14.2 Pro-rated and Accrual. All employees shall earn regular sick leave at the rate of eight (8) hours leave per month; part time employees shall earn regular sick leave based upon their full time equivalent. The current employees covered by this bargaining agreement will retain the accrual rates they currently have until they reach the appropriate completion of years of service to move up to the next credited amount of vacation earned.
- 14.3 Accumulation. Unused regular sick leave days may accumulate to a maximum credit of 480 hours of regular sick leave per employee. After an employee has accumulated 480 hours of regular sick leave, the employee will stop earning sick leave until the total hours have decreased below the 480 maximum.
- 14.4 Cessation of Employment. Upon cessation of employment with a two (2) week notice to the Employer, one-third of an employee's accumulated sick time will be rolled over into their HSA, unless the employee requests that the amount be paid out to them directly.
- 14.5 Utilization. Medical appointments shall be considered as eligible for utilization of accumulated sick leave, to care for a sick child, or other uses as authorized by law.
- 14.6 Approval. To be eligible for sick leave with pay, employees shall contact the appropriate person as soon as possible stating the reason for absence. Absence of more than three (3) days may require documentation from a medical professional.
- 14.7 Deduction. Any sick leave allowed shall be deducted from the accrued sick leave hours earned by the employee.
- 14.8 Accrual During Leave. For the purpose of accumulation of additional vacation or sick leave, an employee using earned vacation or sick leave is considered to be working.
- 14.9 Bereavement Leave. Up to three (3) days of bereavement leave paid by the Employer and not deducted from any of the employee's leaves may be taken in the case of a death in any employee's immediate family. Immediate family includes: spouse, domestic partner, children, grandchildren, parents, grandparents, siblings, (including any step- or in-law in the preceding list), domestic partner and the children, grandchildren, parents, grandparents, of the domestic partner as well as minor

children for whom the employee or the employee's domestic partner provide day to day care and financial support.

Paid bereavement leave shall be considered bereavement leave paid by the Employer and will not be taken from the employee's vacation or sick time accrual. Up to five (5) days' additional time may be taken as unpaid bereavement leave with approval of the Employer's Personnel Committee. Accrued vacation, sick, or Compensatory Time may be utilized for these additional days.

Employees may be allowed one-half day off and may utilize sick leave, vacation, or Compensatory Time to attend the funeral of a friend or acquaintance other than a member of the employee's immediate family.

- 14.10 Workers' Compensation. The Employer will compensate employees an amount equal to their regular salary less any Workers' Compensation payments to any employee who is injured while on duty, through no fault of the employee, for up to thirty (30) working days. In order to be eligible, an employee must provide the City Clerk/Treasurer with a doctor's certificate completed by a doctor who has actually examined the employee to the Employer stating the cause of injury or illness, the diagnosis, the prognosis, and the period of time that the employee is not able to return to work. For payments under this section up to one week, the employee may provide a certificate from his/her own physician; for payments after one week (and up to the thirty day maximum), the employee must provide a certificate from the physician designated by the Employer. The time used under this provision shall not be charged against the employee's regularly accrued paid-leave benefits.

ARTICLE 15. INSURANCE BENEFITS

- 15.1 For the duration of this Agreement, the Employer will contribute 100% of the premium for dental, medical and life insurance benefits for regular full-time employees and part-time employees as defined in Article 3.4 of this Agreement.

ARTICLE 16. OTHER LEAVES OF ABSENCE

- 16.1 Leave Without Pay: The City Council may grant employees a leave of absence without pay for a period not to exceed thirty (30) days. Such leave may be extended to a maximum period of one (1) year upon further City Council consideration for extraordinary circumstances. No benefits shall accrue or be granted during a leave of absence without pay.
- 16.2 Jury or Witness Duty: Employees subpoenaed as witnesses in connection with employment or called for jury duty shall receive their regular compensation and other benefits less the amount of jury or witness fees. Employees shall notify their supervisor when served with a subpoena or notice of jury duty. The employee shall remit any fees received to the Employer following receipt. Employees shall return to their regular duties if released from court duty during their scheduled hours of work.
- 16.3 Military Leave. Employees shall be granted a leave of absence for service in the armed forces of the State or the United States in accordance with state and federal statutes.

ARTICLE 17. ABSENCE WITHOUT LEAVE

- 17.1 Any absence of an employee from duty that is not promptly reported to and authorized by the Employer shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days shall be deemed to have resigned from employment, provided that the Employer may grant approval for the leave subsequent to the unauthorized absence if the Employer determines the circumstances surrounding the absence warrant such action.

ARTICLE 18. COMPENSATION

- 18.1 **2022.** Effective January 1, 2022, all Employees covered under this agreement shall receive up to a two percent (2.5%) wage increase based on the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "Unadjusted percent change" amount, calculated from January 2021 - December 2021, available at www.bis.gov. The Employer shall pay back pay to the effective date listed in this paragraph. All Employees who have not reached their max wage amount shall receive an additional two percent (2%) wage increase with a successful annual performance review. Employees will not receive the performance increase once they have reached their maximum wage.
- 18.2 **2023.** Effective January 1, 2023, all Employees covered under this agreement shall receive up to a two percent (2.5%) wage increase based on the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "Unadjusted percent change" amount, calculated from January 2022 - December 2022, available at www.bis.gov. All Employees who have not reached their max wage amount shall receive an additional two percent (2%) wage increase with a successful annual performance review. Employees will not receive the performance increase once they have reached their maximum wage.
- 18.3 **2024.** Effective January 1, 2024 all Employees covered under this agreement shall receive up to a two percent (2.5%) wage increase based on the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) "Unadjusted percent change" amount, calculated from January 2023 - December 2023, available at www.bis.gov. All Employees who have not reached their max wage amount shall receive an additional two percent (2%) wage increase with a successful annual performance review. Employees will not receive the performance increase once they have reached their maximum wage.
- 18.4 **Salary Ranges.** The following salary ranges, which shall be increased by 2.5% each year, are applicable for the job classifications in the bargaining unit:

City Clerk-Treasurer	\$59,710.00	\$81,740.00
Public Works Director	\$66,562.74	\$81,708.90

- 18.5 Salary Range Adjustment. If an employee is being paid at the maximum of the then-applicable Salary Range beginning January 1, 2022, the employee is only eligible for a COLA increase.
- 18.6 In the event one of the positions becomes vacant during the term of this Agreement, the salary range and salary will be determined based upon the job evaluation system, market factors and other relevant considerations.

ARTICLE 19. NO STRIKE/NO LOCKOUT

- 19.1 No Strike: Employees covered by this Agreement shall not engage in a strike, slowdown or withholding of services during their duty as employees. Employees shall not encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, or sympathy strike. Further, employees shall not be absent from work without permission of the Employer, or abstain in whole or in part from the full, faithful and proper performance of 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.
- 19.2 Penalty: Any employee who engages in the conduct prohibited in Article 19.1 is subject to disciplinary action up to and including discharge.
- 19.3 No Lockout: No lockout shall be instituted by the Employer during the life of this Agreement provided that no employee or the Union has violated Section 19.1.

ARTICLE 20. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 20.1 This Agreement represents the complete and total agreement between the Union and the Employer. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 20.2 The parties mutually 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 not removed by law from collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercises 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 to, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject 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 agree to do so.

ARTICLE 21. SAVINGS CLAUSE

21.1 In the event any provision of this Agreement is held to be unlawful and unenforceable by any court or state or federal administrative agency of competent jurisdiction, such provision(s) shall be voided, and the voided provision(s) shall be renegotiated at the request of either party. All other provisions shall continue in full force and effect.

ARTICLE 22. DURATION

22.1 This Agreement shall be in full force and effect for three (3) years from date of execution through December 31, 2024. During the period after contract expiration and until a successor agreement is executed, the terms of the existing contract shall continue in effect and be enforceable upon both parties.

CITY COUNCIL, CITY OF MONTROSE,
MINNESOTA

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL NO. 65

Robert W. Muth III
Thomas J. Marshall
Wendell McDaniel
Wendy Manson
Jessica Bonnell

Sherla M. Potkomy 11-9-21

Memorandum of Agreement

Between

City of Montrose

And

AFSCME Council 65, Local 2685 – 0002

WHEREAS, the City of Montrose and AFSCME have a Labor Agreement from January 1, 2022 – December 31, 2024, and


WHEREAS, AFSCME Local 2685 will continue to represent all supervisory employees employed by the City of Montrose, MN, who are public employees within the meaning of Minn. Stat, 179A.03m subd. 14, excluding confidential and all other employees, and

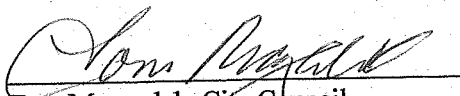
WHEREAS, the job titles of City Clerk/Treasurer and Public Works Director which are included in the Labor Agreement require a salary adjustment.


NOW THEREFORE, be it resolved that the City of Montrose and AFSCME Local 2685 agree that:

1. The job title of City Clerk Treasurer, carrying a points value range of 332-353, shall have a new salary range of \$78,458.00 for the minimum wage and \$91,790.00 for the maximum wage.
2. The job title of Public Works Director, carrying a points value range of 332-353, shall have a new salary range of \$78,458.00 for the minimum wage and \$91,790.00 for a maximum wage.

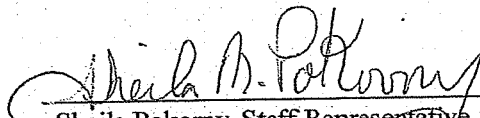
FOR THE EMPLOYER

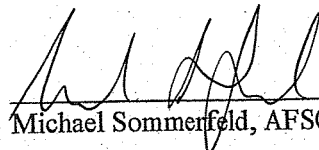

Robert W. Moynagh, III, Mayor
City of Montrose

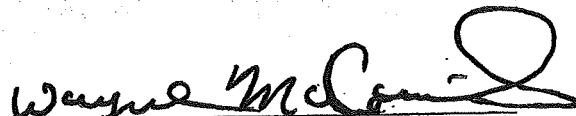

Tom Marszalek, City Council
City of Montrose


Jessica Bonniwell, City Administrator
City of Montrose

FOR THE UNION


Sheila Pokorny, Staff Representative
AFSCME Council 65


Michael Sommerfeld, AFSCME Member


Wayne McCormick, AFSCME Member