AGREEMENT

between

CITY OF MOUNTAIN LAKE, MINNESOTA

and

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

LOCAL UNION NO. 578

2020-2022

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PREAMBLE

Section A.

This Agreement, entered into by and between the City of Mountain Lake, hereinafter referred to as the "EMPLOYER", and Local Union No. 578, affiliated with Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "UNION", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates of pay, hours of work, and other terms and conditions of employment; and to specify the full and complete understanding of the parties.

Section B.

This Agreement is pursuant to and in compliance with the Minnesota Public Employment Labor Relations Act of 1971, as amended.

ARTICLE I
RECOGNITION

Section A.

Pursuant to the Certification of the State of Minnesota, Bureau of Mediation Services, the Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for:

> All employees of the City of Mountain Lake, Mountain Lake, Minnesota, whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, except as provided in Minnesota Statutes 179.63, Subd. 7, excluding essential, supervisory, confidential, library employees.

Section B.

The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms or conditions of this Agreement or with the role of the Union as the sole and exclusive representative for said employees.

ARTICLE II
DEFINITIONS

UNION: Local Union No. 578, American Federation of State, County and Municipal Employees, AFL-CIO.

EMPLOYER: City of Mountain Lake.

EMPLOYEE: A person who is in the bargaining unit that is defined in Article I, Recognition, Section A.

PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period.

REGULAR EMPLOYEE: An employee who has completed the required probationary period and who works an average of 30 hours or more per week.

PART-TIME EMPLOYEE: An employee who has completed the required probationary period and is scheduled to work an average of less than 30 hours per week and more than 14 hours, 35% of the normal work week.

COMPENSATORY TIME: A method of payment for overtime.

ARTICLE III
CITY AUTHORITY

Section A.

The City retains the unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Section B.

Nothing in this Agreement shall prohibit or restrict the rights of the City to subcontract work that cannot be performed by employees, subject to this Agreement, during normal working hours. However, the City agrees it will not lay off any employees because of the exercise of its contracting or subcontracting rights.

ARTICLE IV
UNION SECURITY

Section A.

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

Section B.

The Employer shall remit such deductions to AFSCME Council 65 Administrative Office with a list of the 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 electronic format or by US Mail; and

Section C.

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, an electronic format or via US Mail.

Section D.

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 a member of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Public Employees Labor Relations Act, MN Statute Sect 179A.06, Subd. 3.

Section E.

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 Sections A and B of this Article.

Section F.

The City agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union. The Union shall limits its posting of notices and bulletins to official Union business, and its notices shall be posted to said bulletin boards.

Section G.

Both parties agree that, whenever possible, Union business will be taken care of away from the City's premises, provided that:

> When this is not possible, the Union business may be transacted on the premises but during non-working hours. Outside Union representatives shall, whenever possible, limit their visits to the premises during non-working hours.

If it is impossible to conduct Union business during non-work time, Union representatives may visit with the employees by permission of the City Clerk or City designate.

ARTICLE V
EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow down, or either interruption of or interference with the normal functions of the City, or the abstinence in whole or in part of full, faithful, and proper performance of the duties of employment, regardless of the reasons for so doing, except as may be authorized by the Public Employment Labor Relations Act of 1971 (Minnesota Statutes 179.61 to 179.76), as now enacted or as may herewith be awarded.

ARTICLE VI
GRIEVANCE PROCEDURE

Section A.

Definition of 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.

Section B.

Union Representatives: The City will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the City in writing of the names of such Union representatives and of their successors when so designated

Section C.

Processing of a Grievance: It is recognized and accepted by the Union and the City 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 representative shall be allowed a

reasonable amount of time without loss of pay when a grievance is investigated and presented to the City during normal working hours, provided the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the City.

Section D.

Grievances, as defined in Section A, shall be resolved in conformance with the following procedures:

Step 1. An employee claiming a violation concerning the interpretation or application of this Resolution shall, within fifteen (15) days after the employee(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance, present such grievance in writing to the employee's supervisor as designated by the City. The City designated representative, the employee's supervisor, will discuss and give an answer to such Step 1 grievance within five (5) working days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 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, and the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the City designated representative, the employee's supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the employee within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the employee and discussed with the City designated representative, the City Administrator. The Administrator shall give the Union the City's Step 2 answer in writing within five (5) working days after receipt of such Step 2 grievance. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) working days following the Administrator's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the employee within five (5) working days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the employee and discussed with the City designated Step 3 representative, the City Council. The City Council shall hear the grievance at their next regularly scheduled meeting and shall give the employee the City's answer in writing within five (5) following the meeting. If a resolution of the grievance results, the terms of that resolution shall be written on or attached to the grievance and shall be signed by all parties. A grievance not resolved in step 3 may be appealed to Step 4 within five (5) work days following the City Council's final Step 3 answer. Any grievance not appealed in writing to Step 4 by the employee within five (5) work days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration. The City shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the City and the employee are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

Section E.

Arbitrator's Authority:

A. The arbitrator shall have no right 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 City and the Union, and shall have no authority to make a decision on any other issue submitted.

B. 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 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 City 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.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the City 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.

Section F.

Waiver: If a grievance is not presented within the time 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 in writing, 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 thereof within the specified time limits, the Union may elect to treat the grievance to the next step. The time limit in each step may be extended by mutual agreement of the City and the Union, in writing.

Section G.

Choice of Remedy: If, as a result of the written City 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 either to Step 4 of Section D, or to a procedure such as: Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Section D, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized .Step 4 of Section D or another appeal procedure .and shall sign a statement to the effect that the choice of any other hearing precludes the Union and the aggrieved employee from making subsequent appeal through Step 4 of Section D.

ARTICLE VII
HOURS OF WORK

Section A.

A regular employee's normal work week shall be forty (40) hours comprised of five (5) eight (8) hour days. Hours of work shall be 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m. Monday through Friday. Part-time employees work week and work day shall be flexible as needed. Street washing, street sweeping, construction projects and snow removal are exceptions to the 7:00 a.m. to 3:30 p.m. daily work schedule.

Section B.

All employees shall receive a fifteen (15) minute rest period during each 4 hour shift. Whenever practical, coffee breaks should be taken on the job site, since total time allowed is fifteen (15) minutes.

Section C.

All employees shall be granted a one-half (1/2) hour unpaid lunch period during each eight (8) hour work shift. The lunch period will be scheduled at the middle of the shift whenever possible.

Section D.

Except for emergency situations and exceptions as covered in Section A, an employee's hours of work shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

ARTICLE VIII
OVERTIME, CALL BACK AND ON-CALL PAY

Section A.

One and one-half (1-1/2) times the employee's regular straight time hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All work performed in excess of the standard eight (8) hour work day.

2. All work performed in excess of forty (40) hours in any work week.

3. All work performed on Sunday.

4. All work performed on Saturday.

Section B.

Overtime work shall be voluntary, except in the case of emergency. There shall be no discrimination against the employee who declines to work overtime. The City Clerk/Administrator and the Department Head together shall decide if overtime should be worked on a given day, except in these situations: Water Main break; Electrical Outage; Beginning of Snow Removal, when either the City Clerk/Administrator or Department Head may decide unilaterally. Additional snow removal, after the beginning, needs to be approved by the Clerk/Administrator and Department Head together. No employee shall be required to take time off to avoid paying him/her overtime.

Section C.

All holidays and paid leave time shall be considered time worked for the purpose of computing overtime under this Article.

Section D.

Any employee called to work outside of his regular scheduled shift shall be paid for a minimum of two (2) hours of work at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

Section E.

In addition to the regular pay, an employee required to be on call shall receive two hundred fifty dollars ($250.00) for the week of on-call. An employee on-call during a week which a holiday falls, in accordance with Article IX, shall be credited with a floating holiday to be used by said employee within one (1) year from the date of the missed holiday. An employee in an on-call status will remain available to work while off duty. An on-call employee is not required to remain in a fixed location, but must leave word where he/she may be reached by telephone or by electronic signaling device.

Section F.

Any compensation payable under this section shall be payable with the regular payroll check issued for the pay period during which the excess work was performed or, if the compensation is not paid in such period, must be payable only as compensatory time, which shall be taken no later than December 31st of the year in which the work was performed. In the event that compensatory time is unable to be taken by December 31, due to emergencies or scheduling conflicts, then such compensatory time must be taken by March 31st of the following year.

ARTICLE IX
HOLIDAYS

Section A.
The following days shall be paid holidays for all regular employees:

New Year's Day	Veterans Day	Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving Day
Presidents Day	Independence Day	Christmas Day

Each employee shall also be granted one (1) floating holiday per year. Each employee may choose when to take his/her floating holiday provided that at least 48 hours notice is given to Department Head and that the work of the Department will not be adversely affected.

Section B.
Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Section C.
If an employee is required to work on a holiday, he/she shall be paid, in addition to his holiday pay, for the total hours worked at two (2) times his/her regular rate of pay.

Section D.
Part-time employees are entitled to holiday pay if they would normally be scheduled to work on the day of the week designated as the holiday. The holiday pay would be equal to the number of hours they would have been scheduled to work.

ARTICLE X
VACATION LEAVE

Section A.
Regular employees shall earn and be able to accumulate vacation leave in accordance with the following schedule:

Years of Service	Rate of Accumulation	Maximum Yearly Accumulation
0 – 5 years	6.66 hours per month (2 weeks per year)	160 hours (4 weeks)
5 - 10 years	10.00 hours per month (3 weeks per year)	160 hours (4 weeks)
10 - 15 years	13.33 hours per month (4 weeks per year)	200 hours (5 weeks)
15 – 20 years	16.66 hours per month (5 weeks per year)	200 hours (5 weeks)
20+ years	20 hours per month (6 weeks per year)	200 hours (5 weeks)

Part-time employees shall earn vacation on a pro rata basis.

Section B.

Vacation shall be granted for such periods as are requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority will be given his/her choice of vacation period. If possible, employee's requests for vacation leave of five (5) days or more shall be made two (2) weeks in advance to their department head. Vacation leave of less than five (5) days shall be made as far in advance as possible. The department head shall then advise the City Clerk of the request. The City Administrator will have the right to refuse vacation leave of two (2) or more days for more than one (1) employee at a time where operations will be adversely affected by such vacations.

Section C.

A new employee will not be able to utilize his/her vacation leave until after he/she has completed one (1) year of employment.

Section D.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect at the time that the employee takes his vacation.

Section E.

Vacation must be taken in increments of not less than one (1) hour.

Section F.

Employees who as a result of an emergency are called to work during a vacation shall be paid one and one-half (1-1/2) times their regular straight time hourly rate for all hours worked during the call back and will be given lost vacation time at some mutually agreeable date in the future.

Section G.

Upon severance of employment, an employee shall be compensated at his/her current rate of pay for vacation leave accrued and unused to date of separation. Should an employee fail to give the City proper notice of termination of employment (2 weeks in advance), no accrued vacation leave shall be paid.

ARTICLE XI
SICK LEAVE

Section A.

Regular and probationary employees shall accrue sick leave at a rate of one (1) working day for each month of service. Part-time employees shall accrue sick leave on a pro rata basis. Sick leave may be accumulated to a maximum of ninety (90) days.

Section B.

Accrued sick leave may be used for illness, injury, pregnancy or pregnancy related problems, medical, chiropractic, eye or dental appointments, immediate family illness or because of exposure to contagious disease where the health of other employees might be endangered by reporting to work. Immediate family, for the purposes of this Article, shall mean the employee's spouse, parents, child, step-child, ward or other relative living in the employee's household.

Section C.

Employees shall notify their immediate supervisor or department head a far in advance as practicable of their request for sick leave. The Employer may require a report from a duly licensed practitioner of the healing arts attesting to the necessity of the leave upon three (3) consecutive days illness or when the Employer has reasonable cause to suspect abuse of sick leave. Upon returning from such leave, the employee must sign a form indicating the nature of his/her illness, and whether or not he/she was treated by a doctor.

Section D.

If an employee receives a job-related injury or sickness and is eligible for Worker's Compensation benefits, the employee shall have the option of using his/her accumulated sick leave, in an amount equal to the difference between the amount received from Worker's Compensation and the employee's regular wage, or not using the accumulated sick leave and receiving only Worker's Compensation benefits. If the employee chooses to use his/her accumulated sick leave, such additional payments to an employee may not exceed the total sick leave and shall not result in the payment of a total weekly rate of compensation that exceeds the weekly wage of the employee.
An employee shall continue to accrue seniority, vacation and sick leave benefits for the duration of the Workers Compensation related absence. The Employer shall guaranty for six (6) months an employee's right to return to employment in the same or equal work classification which the employee held prior to the Workers Compensation related absence.

Section E.
Upon retirement, an employee shall be compensated at his/her current rate of pay for all accumulated unused regular sick leave to their credit, not to exceed ninety (90) days.

Section F.
An employee may be required to undergo a physical examination by a physician if the City believes that it would be in the best interest of the City. The cost of the examination shall be paid by the City. A physical report may be sufficient cause for rejection of promotion or dismissal and termination of employment if the report reveals that an employee is physically or mentally incapable of either handling a promotion or continuing employment with the City.

Section G.
Sick leave shall be considered as a type of insurance and shall not be considered as a vested right and may not be used at the employee's discretion. Using or claiming sick leave for a purpose not included in Section B may be cause for disciplinary action.

Section H.
Sick leave may not be used by probationary employees during the first three (3) months of said probation.

Section I.
Employees who have accrued the ninety (90) days or seven hundred twenty (720) hours of sick leave in accordance with Section A of this Article, shall accrue one (1) working day or eight (8) hours per month to be placed in a catastrophic sick leave bank. Employee's catastrophic sick leave bank can accrue to a total number of seven hundred twenty (720) hours. The catastrophic sick leave bank can only be used in the event of an extended illness or injury. Should an employee incur a serious injury or experience an illness necessitating a prolonged absence from work, he/she shall use their regular sick leave bank until it is reduced to eighty (80) hours, at which time the employee shall utilize the hours accrued in the catastrophic sick leave bank.

ARTICLE XII
INSURANCE

Section A.
The Employer agrees to provide no less insurance benefits than those specified in current personnel insurance policies. Such coverage shall be subject to the limitations, benefits and conditions established by the contracts with the insurance carriers. Any change in benefits will be negotiated with the Union.

Section B.

Effective January 1, 2020, an employee who works an average of thirty (30) hours or more per week and elects to be covered under the Employer's single group health and life insurance policy, the employee shall pay fifteen percent (15%) per month toward the cost of the single group health and life insurance premium. Effective January 1, 2020 the Employer shall pay eighty – five percent (85%) per month toward the cost of the single group health and life insurance premium.

Section C.

Effective January 1, 2020 an employee who works an average of thirty (30) hours or more per week and elects to be covered under the Employer's dependent group health and life insurance policy, the employee shall pay fifteen percent (15%) per month toward the cost of the dependent group health and life insurance premium. Effective January 1, 2020 the employer shall pay eighty-five percent (85%) per month toward the cost of dependent group health and life insurance premium.

Section D.

Effective January 1, 2014 the health insurance coverage will change to a High Deductible Health Plan (HDHP) with a Health Savings Account. The annual deductible for a single policy holder will be three thousand one hundred and twenty five dollars ($3,125.00). The annual deductible for a family policy holder will be six thousand two hundred and fifty dollars ($6,250.00).

~~Effective January 1, 2014 the employer shall contribute one thousand four hundred dollars ($1,400.00) to the Health Savings Account of a single plan. Effective January 1, 2014 the employer shall contribute four thousand dollars ($4,000.00) to the Health Savings Account for a family plan.~~

Effective January 1, 2015 the employer shall contribute one thousand dollars ($1,000.00) toward the single Health Savings Account. Effective January 1, 2015 the employer shall contribute three thousand three hundred ($3,300.00) toward the family deductible.

Effective January 1, 2020, January 1, 2021 and January 1, 2022 the employer shall make two equal installments toward the respective Health Savings Accounts. The first installment shall be made on January 1, 2020, January 1, 2021, and January 1, 2022 and the second equal installment shall be made on July 1, 2020, July 1, 2021, and July 1, 2022. The respective installments shall be five hundred dollars ($500.00) for the single plan and one thousand six hundred and fifty dollars ($1,650.00) for the family plan.

Section E.

The Employer's group health insurance plan shall be available to employees (and their dependents) upon retirement at current coverage after ten (10) years of service and fifty-five (55) years of age with the retiree paying all premiums on a monthly basis. Once the retiree reaches the age of sixty-five (65), Medicare becomes the prime carrier.

ARTICLE XIII
LEAVES OF ABSENCE

Section A.

General Conditions:

1. Employees shall be eligible for leave of absence after three (3) months service with the Employer.

2. Any request for a leave of absence shall be submitted in writing by the employee to his/her employer. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

3. Authorization for a leave of absence, if granted, shall be furnished to the employee by the Employer, and it shall be in writing.

4. Any request for a leave of absence shall be answered promptly; requests for immediate leave (for example, funeral leave) shall be answered before the end of the shift on which the request is submitted, if possible.

5. In addition to accruing seniority while on any leave of absence of less than six months granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested, provided that the position still exists in the organization.

Section B.

Paid Leaves:

1. Funeral Leave. In the event of the death of a member of a regular employee's immediate family, he shall be entitled to absent himself from work for three consecutive days next succeeding the day of death. He will be paid for that portion of his regular week's work which falls within the above leave period, if he was scheduled to work. All such pay shall be at straight time rates. In order to qualify for payment under this provision, the employee must attend the funeral. Immediate family shall mean the employee's spouse, children, father, mother, sister, brother, father-in-law, or mother-in-law.

   In the event of the death of an employee's or employee's spouse grandparents, the employee will be allowed one day off with pay if it is necessary that the employee attend the funeral and if the day of the funeral is a regular work day.

   In the event of the death of an employee's brother-in-law or sister-in-law, the employee will be allowed one day off with pay if it is necessary that the employee attend the funeral and if the day of the funeral is a regular work day.

2. Jury Duty. Any employee shall be granted a leave of absence with pay for service on a jury. Such employees shall return fees for such jury service to the Employer. If excused, he shall immediately return to work for the balance of the day. The employee shall be allowed to retain mileage expense. The employees agree to cooperate with the City if it is necessary to request postponement of jury duty service because of the needs of the City.

3. Military Leave. Employees who are members of a reserve force of the United States or of this State and who are order by appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a paid leave of absence in accordance with the Federal and State Statute.

4. Professional Meetings. Conferences or Training School Leave. Leaves of absence with pay may be granted by the City to permit an employee or department head to attend professional meetings, conferences or training schools that are in the interest of the City or for other justifiable reasons. No overtime will be paid while employees are attending such meetings or conventions. Each day's attendance shall be considered as an eight hour straight time pay day, plus expenses as per City policy.

Section C.

Unpaid Leaves of Absence:

1. General Unpaid Leave - A leave of absence without pay may be granted by the City when requested by regular employees if such leave is deemed to be justified, for example: when due to extended illness the accumulated sick leave has been exhausted; for the extension of vacation time where circumstances will permit; or for any other justifiable reason. However, no leave of absence shall be granted for the purpose of looking for a new job or other similar reasons and any industrial employment without the sanction of the City during any leave of absence shall automatically mean a termination of employment and a forfeiture of seniority rights.

2. Maternity/Paternity or Adoption Leave - A maternity/paternity or adoption leave of absence shall be granted to a natural parent or an adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall continue up to six months, provided that such leave may be extended up to a maximum of one year by mutual consent between the employee and the Employer.

3. Union Leave - Upon written request of the Union, reasonable time off shall be granted to an employee elected to any office or selected by the Union to do work which takes them away from their employment with the City, provided that granting such time off does not adversely affect the service needs of the City.

ARTICLE XIV
SENIORITY

Section A.

Seniority means an employee's length of service with the Employer since his first date of hire. An employee's seniority shall only be broken by discharge, resignation, retirement or failure to return from a leave of absence. There shall be no deduction from service for any time lost which does not constitute a break in continuous service.

Section B.

All newly hired employees shall serve a six 6) month probationary period, during which time they may be terminated at the sole discretion of the Employer. Upon completion of the probationary period, the employee's seniority date shall be the date of hire, and employees shall become employees within the meaning of this Agreement.

Section C.

On January 1 of each year, the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee.

Section D.

An employee promoted out of the bargaining unit shall retain his seniority until he achieves permanent status in the promoted position.

ARTICLE XV
PROMOTIONS AND TRANSFERS

Section A.

The Employer will post a notice for 10 days when a vacancy occurs. Employees desiring to transfer to a new job or to fill a vacancy shall submit a written application to the Employer. The Employer may fill a vacancy by promoting or transferring the most senior qualified employee. The promoted or transferred employee shall then serve a thirty (30) day trial period in the new job. The Employer may return the employee to his previous position during the trial period if he/she is not able to carry out the duties of the position to which he/she has been promoted or transferred. The employee may also choose to return to his/her former position during the thirty (30) day trial period.

Section B.

From the first day of work in a new position to which an employee has been promoted or transferred, employees shall be paid at the step which represents an increase and shall move through the new schedule until he/she reaches the top step of their new schedule.

ARTICLE XVI
DISCIPLINE AND DISCHARGE

Section A.

Employees will be disciplined or discharged only for just cause. In most cases, discipline will be progressive and follow the steps listed below:

1. Oral warning
2. Written warning
3. Suspension
4. Discharge

In cases of gross misconduct, discipline need not be progressive and may for a first offense involve an appropriate suspension or dismissal.

An employee that is suspended shall be notified of the suspension in writing the same day he/she is suspended. The employee may notify the City Council of the suspension and request a meeting with the Council.

Section B.

A written record of all disciplinary actions shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee. Each employee shall receive a copy of all evaluative and disciplinary entries into the personnel office record and shall be entitled to have the employee's written response therein.

ARTICLE XVII
LAYOFF AND RECALL

Section A.

In the event of layoff, probationary, temporary, seasonal and part-time employees will be laid off prior to the laying off of regular employees. In the event a layoff of regular employees becomes necessary, qualifications and seniority shall be the determining criteria for layoffs.

In the event of a recall following a layoff, employees shall be recalled in the inverse order of layoff. No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled.

Employees to be laid off will be given at least four (4) weeks notice.

An employee on layoff who refuses a recall for a similar position will lose future recall rights.

Section B.
An employee shall retain recall rights to a position which he is qualified to fill. An employee's right to recall does not apply to positions he is not qualified to fill.

ARTICLE XVIII
RESIGNATION AND RETIREMENT

Section A.
All employees shall be required to retire on the first month following their seventieth (70th) birthday.

Such retirement date may be extended, at the discretion of the Employer, in order for an employee to qualify for additional benefits under P.E.R.A.

Section B.
Employees may resign at any time, and when so resigning, must give at least two (2) weeks notice of his/her intention. Upon resignation, other than retirement, the employee shall forfeit all seniority and any accumulated sick leave

Section C. Post - Retirement Health Care Savings Plan

1. All regular full-time employees shall participate in the Post – Retirement Health Care Savings Plan.
2. All accrued vacation and sick leave due an employee upon retirement from the City base on the collective bargaining agreement shall be deposited into the employee's Post – Retirement Health Care Savings Plan.
3. Any description of benefits contained is intended to be informational only. The management of contributed funds into the Post – Retirement Health Care Savings Plan is the responsibility of the State Board of Investment and/or the investment option provider selected by the employee. The City's only obligation is to deposit accrued benefits as set forth in paragraph 2 above. The City has no other responsibility or obligation and no other claims can or will be made against the City.

ARTICLE XIX
SAFETY

Section A.
It shall be the policy of the Employer to provide for the safety of its employees by providing safe work conditions, safe work areas, and safe work methods.

Section B.
An employee will not be required to operate an unsafe piece of equipment or perform a dangerous task if there is a real, imminent danger of death or serious physical injury. All unsafe equipment or job conditions will be brought to the attention of the Employer. The unsafe condition shall then be corrected within a reasonable period of time.

Section C.

The employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs.

Section D.

The City shall furnish all OSHA required safety equipment and clothing for the protection of the employees, including rain gear, hip boots and rubber gloves. The cost of safety boots and winter safety boots shall be divided equally between the City and the employee. However, the City will pay the full cost of safety boots and winter safety boots if the boots are not worn for other than City work purposes and are not taken home during non- working hours. The style and purchase of safety boots will be approved by the City. For those employees who wear corrective lenses, the Employer will pay the difference between normal lenses and safety lenses, if the employee provides a receipt from the vendor that indicates the difference between normal lenses and safety lenses. If an employee's corrective lenses or frames, or an employee's hearing aid are damaged or broken on the job, the Employer will reimburse the employee for the cost of replacing or repairing the lenses, frames or hearing aid if the employee provides a receipt from the vendor.

Section E.

All rules and regulations that the Employer deems necessary to enforce shall be written and posted on all employee bulletin boards so that the employees are aware of the safety rules and regulations that the Employer intends to enforce.

ARTICLE XX
COMPENSATION

Section A.

Employees shall be paid in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement.

Section B.

Employees shall be paid bi-weekly on alternate Thursdays. When a pay day falls on a holiday, employees shall receive their pay the preceding work day.

ARTICLE XXI
GENERAL PROVISIONS

Section A.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political belief, religious belief, or Union or non-Union membership. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and whenever either gender is used, it shall be construed to include male and female employees.

Section B.

The Employer shall allow a minimum of two (2) Union members to be paid for attending a negotiating meeting during working hours.

Section C.

The Employer agrees to allow the Union use of a City meeting room after working hours for Union meetings.

Section D.

All employees shall have the right to inspect their personnel files during working hours in the presence of the Employer.

Section E.

When the Employer deems it necessary for an employee to utilize their own vehicle in the performance of their job, he/she shall be reimbursed by the Employer at the same rate paid other employees of the City.

Section F.

An employee will be compensated for all hours outside of his regularly scheduled shift that he is required to be in attendance at an official meeting of the Employer. This required time must be noted on their time cards.

Section G.

There will be no overtime paid in connection with an employee's participation in an out of town, work related school, workshop or conference. However, upon providing receipts, employees who attend an out of town, work related school, workshop or conference will be reimbursed for reasonable lodging expenses and up to $10.00 for breakfast, $15,00 for lunch, and $20.00 for dinner, per day for meal expenses.

Section H. Licensure

The Employer shall pay the initial and renewal cost of all licenses held by the employees covered by this Agreement if incurred and authorized while employed by the City of Mountain Lake. The Employer shall pay a fifty cents ($.50) per hour premium for obtaining/carrying Wastewater, Water, Non-Commercial Applicator, Boiler, Tree Dump/Burn Permit licenses.

Wastewater Plant Operator License
Water Plant Operator License
Journeyman Lineman
Non-commercial Applicator License
Boiler License
Tree Dump License/Burn Permit

Section I. FOUR Step Apprentice Program

Each step received upon completion of a combination of one module of the lineman course offered through MMUA/Northwest Line College also upon completion of 2000 apprentice hours as required by Minnesota Department of Labor and Industry.

For each step completed by the employee The Employer shall compensate employee with a one dollar "*premium*" per hour which would total four dollars per hour at the end of his apprenticeship in which he/she would now have acquired his Journeyman Lineman license.

Journeyman Lineman Program Compensation Schedule

Step 1 - 2000 hrs. and Module 1 = $1.00 premium
Step 2 - 4000 hrs. and Module 1-2 = $2.00 premium
Step 3 - 6000 hrs. and Modules 1-3 = $3.00 premium
Step 4 - 8000 hrs. and Modules 1-4 = $4.00 premium

ARTICLE XXII
WAIVER

Section A.

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.

This doesn't preclude the possibility of both parties discussing terms or conditions of employment which may or may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE XXIII
SAVINGS CLAUSE

Section A.

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section or portion thereof directly specified in this decision; upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIV
MUTUAL CONSENT CONTINGENCY

Section A.

This Agreement may be amended any time during its life upon the mutual consent of the Employer and the Union. Such amendment, to be enforceable, must be in writing, signed by both parties, and attached to all executed copies of this Agreement.

ARTICLE XXV
DURATION

This Agreement shall become effective January 1, 2020 and shall remain in full force and effect until the thirty-first day of December, 2022. It shall automatically be renewed from year to year thereafter unless either party shall give sixty days notice prior to any anniversary date of its desire to amend or terminate the Agreement. This Agreement shall remain in effect until a new agreement is reached.

IN WITNESS WHEREOF, the parties have set their hands this 17th day of December, 2019.

CITY OF MOUNTAIN LAKE
MOUNTAIN LAKE, MINNESOTA

LOCAL 578, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES AFL-CIO

APPENDIX A

SALARY SCHEDULE PLACEMENT

Effective January 1, 2020 employees will be placed on their respective salary schedules attached as follows:

Public Works I
Rick Step 8

Public Works II
Daron Step 8
Steve Step 8
Scott Step 1

Lineman
Lane Step 4
Dave Step 5

Lineman Lead
Ron Step 8

Water/Wastewater Foreman
Taylor Step 4

Employees shall move one step January 1 of each calendar year, until he/she reaches the top of their schedule.

Temporary Performance of Electric Department Duties

Employees in Public Works 1, Public Works II, and Water/Wastewater Foreman classifications who are working with the Lineman or Lineman Lead performing electrical department duties for a minimum of two (2) hours or more shall be paid at the rate of Step 4 Lineman hourly rate of pay, as set out in the attached salary schedule for all hours worked while assisting with electrical department duties.

APPENDIX A

AFSCME 2020 - 2022 Pay Schedule

	A	B	C	D	E	F	G	H	I
1	**PUBLIC WORKS I**	**Step 1 0-6 months. (90%)**	**Step 2 6-12 months (95%)**	**Step 3 1 year to end of year (100%)**	**Step 4 Jan. 1**	**Step 5 Jan. 1**	**Step 6 Jan. 1**	**Step 7 Jan. 1**	**Step 8 Jan. 1**
2	**2019**	$20.67	$21.82	$22.96	$23.42	$23.66	$23.89	$24.13	$24.37
3	**2020 - 2% over 2019 + Step**	**$21.08**	**$22.26**	**$23.42**	**$23.89**	**$24.13**	**$24.37**	**$24.61**	**$24.86**
4	**2021 - 2% over 2020 + Step**	**$21.51**	**$22.70**	**$23.89**	**$24.37**	**$24.62**	**$24.86**	**$25.10**	**$25.35**
5	**2022 - 2% over 2021 + Step**	**$21.94**	**$23.16**	**$24.37**	**$24.85**	**$25.11**	**$25.35**	**$25.61**	**$25.86**
6									
7	**PUBLIC WORKS II**								
8	**2019**	$18.52	$19.55	$20.58	$20.99	$21.20	$21.41	$21.63	$21.85
9	**2020 - 2% over 2019 + Step**	**$18.89**	**$19.94**	**$20.99**	**$21.41**	**$21.62**	**$21.84**	**$22.06**	**$22.29**
10	**2021 - 2% over 2020 + Step**	**$19.27**	**$20.34**	**$21.41**	**$21.84**	**$22.06**	**$22.27**	**$22.50**	**$22.73**
11	**2022 - 2% over 2021 + Step**	**$19.65**	**$20.75**	**$21.84**	**$22.27**	**$22.50**	**$22.72**	**$22.95**	**$23.19**
12									
13	**LINEMAN**								
14	**2019**	$23.08	$24.37	$25.65	$26.16	$26.42	$26.69	$26.95	$27.22
15	**2020 - 2% over 2019 + Step**	**$23.54**	**$24.86**	**$26.16**	**$26.68**	**$26.95**	**$27.22**	**$27.49**	**$27.76**
16	**2021 - 2% over 2020 + Step**	**$24.01**	**$25.35**	**$26.69**	**$27.22**	**$27.49**	**$27.77**	**$28.04**	**$28.32**
17	**2022 - 2% over 2021 + Step**	**$24.49**	**$25.86**	**$27.22**	**$27.76**	**$28.04**	**$28.32**	**$28.60**	**$28.89**
18									
19	**LINEMAN LEAD**								
20	**2019**	$25.28	$26.69	$28.09	$28.66	$28.94	$29.23	$29.52	$29.82
21	**2020 - 2% over 2019 + Step**	**$25.79**	**$27.22**	**$28.65**	**$29.23**	**$29.52**	**$29.81**	**$30.11**	**$30.42**
22	**2021 - 2% over 2020 + Step**	**$26.30**	**$27.77**	**$29.22**	**$29.82**	**$30.11**	**$30.41**	**$30.71**	**$31.02**
23	**2022 - 2% over 2021 + Step**	**$26.83**	**$28.32**	**$29.81**	**$30.41**	**$30.71**	**$31.02**	**$31.33**	**$31.65**
24									
25	**WATER/WASTEWATER FOREMAN**								
26	**2019**	$19.56	$20.70	$21.77	$22.21	$22.43	$22.65	$22.88	$23.11
27	**2020 - 2% over 2019 + Step**	**$19.95**	**$21.11**	**$22.21**	**$22.65**	**$22.88**	**$23.10**	**$23.34**	**$23.57**
28	**2021 - 2% over 2020 + Step**	**$20.35**	**$21.54**	**$22.65**	**$23.11**	**$23.34**	**$23.57**	**$23.80**	**$24.04**
29	**2022 - 2% over 2021 + Step**	**$20.76**	**$21.97**	**$23.10**	**$23.57**	**$23.80**	**$24.04**	**$24.28**	**$24.52**

2% between Steps 3 and 4 | 1% between Steps 5, 6, 7, 8, | +$0.50/hour Premium for Designated Licenses | +$1.00/hour Premium for Journeyman Steps