

LABOR AGREEMENT

between

THE CITY OF MONTGOMERY

and

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

JANUARY 1, 2020 - DECEMBER 31, 2021

ARTICLE I
PURPOSE OF AGREEMENT

This Agreement is entered into on _____, by and between the City of Montgomery, Minnesota, the "Employer", and AFSCME, AFL-CIO, hereinafter the "Union." The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment.
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2
RECOGNITION

- 2.1 The Employer hereby recognizes the Union as the exclusive representative for all Public Works employees of the City of Montgomery, Minnesota, who are public employees within the meaning of Minnesota Statute 179A, Subd. 14, excluding supervisory and confidential employees.
- 2.2 The City will not enter into any agreement with employees covered by this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 3
DEFINITIONS

- 3.1 UNION: Local Union No. 2439, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.2 EMPLOYER: City of Montgomery, Minnesota.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 PROBATIONARY EMPLOYEE: An employee who has not completed the probationary period.
- 3.5 REGULAR FULL-TIME EMPLOYEE: An employee who has successfully completed the probationary period and normally works 40 hours per week.

ARTICLE 4
EMPLOYER AUTHORITY

- 4.1 The Employer retains the unrestricted right to operate and manage all personnel, 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

the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or rights, privileges or obligations of employment.

- 6.2 No employee shall approach individual council members with their individual work-related problems or complaints. Violation of this subsection is subject to disciplinary action.

ARTICLE 7
EMPLOYEE RIGHTS - 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 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. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 7.3 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 in 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 designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 7.4 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 this Agreement shall, within ten (10) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the Employer. The City Administrator shall be determined as the employee's supervisor in Step 1. The Employer-designated representative will discuss and give a written answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall also 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 appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in 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 under Step 2 will be considered the entire Montgomery City Council. The Employer-designated representative shall give the Union the Employer's Step 2 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 final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

ARTICLE 8
HOURS OF WORK

- 8.1 A regular full - time employee's normal work week shall be forty (40) hours, comprised of five (5) consecutive eight (8) hour days, Monday through Friday, except as provided for in 8.4.
- 8.2 All employees shall receive a fifteen (15) minute rest period during the a.m. and one fifteen (15) minute rest period in the p.m. All employees shall receive an unpaid one-half (1/2) hour lunch break.
- 8.3 In the event the Employer requires that an employee(s) attend a City Council meeting, said employee(s) shall receive one and one-half their respective rate of pay for a minimum of one (1) hour or the actual time spent at the Council meeting, whichever is greater.
- 8.4 Summer Hours shall run from May 1 to September 30. ^{4:00} ~~4:30~~ *Burb RR RE*
a. Hours of work during summer hours shall be 6:30 a.m. to ~~4:30~~ p.m. Monday – Thursday and 6:30 a.m. to 10:30 a.m. Friday.
b. Management reserves the right to revert to the regular 8-hour day schedule at any time to meet the needs of the City.
c. The work schedule shall revert to the regular schedule on weeks in which a holiday is observed.
d. Overtime shall accrue after 40 hours in a workweek worked in accordance with Article 9.1

ARTICLE 9
OVERTIME CALL -BACK

- 9.1 Pay days shall be for a two-week period. For the purpose of computing overtime, the standard work week shall begin on Sunday and end on the following Saturday. When a pay day falls on a holiday or a weekend, the employees shall receive their pay on preceding workday.
- 9.2 All work performed in excess of forty (40) hours per week in any one week shall be considered overtime and shall be compensated at one and one-half (1-1/2) times for each hour of overtime worked.
- 9.3 All holidays and paid leave time shall be considered time worked for the purpose of computing overtime under this Article.
- 9.4 The Employer will attempt to divide all overtime work as equally as possible among the employees covered by this Collective Bargaining Agreement.
- 9.5 A minimum of two (2) hours' pay at time and one-half (1-1/2) or the actual time worked at time and one-half of the employee's regular salary shall be paid to all employees called back to work after having been released from the regular day's work.
- 9.6 Upon severance of employment with the City of Montgomery, the compensatory time bank hours shall be paid to the employee at his/her regular rate of pay at the time of severance.
- 9.7 Employees shall have the option of choosing overtime payment in the form of cash or compensatory time.
- 9.8 Maximum compensatory time accrual to be carried over from one calendar year to the next shall be one hundred (100) hours. Employees with greater than one hundred (100) hours shall be paid the hours on the final payroll of each calendar year.

evidence as may be required.

11.5 A new employee is not eligible to utilize his/her sick leave until he/she has successfully completed his/her six (6) month probationary period. However, probationary employees will accrue sick leave at the aforementioned rate.

11.6 Upon retirement of an employee as defined by the Retirement Laws as stated by the Public Employees Retirement Association of the State of Minnesota, or death of an employee, an employee or their survivors will be paid for any accumulated sick leave up to a maximum of ninety (90) days or seven hundred and twenty (720) hours. Payment of this accrued sick leave shall be made at the hourly rate of the employee at the time of retirement or death.

ARTICLE 12 VACATIONS

12.1 Permanent employees shall receive vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours of Vacation Leave</u>
0 – 5	80
6 – 10	120
11 – 15	144
16 - 20	160
21+	200

12.2 A new employee is not eligible to use his/her vacation leave until after he/she has successfully completed his/her six (6) month probationary period. Probationary employees will accrue vacation at the aforementioned rate commencing with the date of employment.

12.3 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 vacation.

12.4 Upon severance of employment, an employee shall be compensated at his/her current rate of pay for vacation leave accrued and unused to the date of separation. Employees wishing to leave the City in good standing must provide a written resignation notice to their supervisor at least two weeks prior to leaving. The written resignation must state the effective date of the employee's separation. Failure to comply with this procedure may be cause for denying the employee's severance pay and any future employment with the City.

12.5 All vacation schedules must be approved by the Public Works Director and in his absence, the City Administrator.

12.6 Employees shall be permitted to carry over a maximum of one and one-half (1 ½) times their current annual accrual rate of vacation accrual from the previous year.

12.7 Vacation time can be taken at a minimum of one (1) hour increments.

12.8 Should an employee become ill during his/her vacation, said days shall be deducted from his/her sick leave bank and the employee's vacation bank shall be credited equal to the number of sick leave days used.

12.9 Effective January 1, 2016 each employee shall be credited with one hundred percent (100%) of their vacation as a lump sum. Beginning January 1, 2017 all vacation hours shall accrue on a per pay period basis.

- 3. Suspension
- 4 Discharge

All disciplinary actions are subject to the grievance procedure.

- 15.3 An employee shall be given a written copy of any disciplinary action which is to be made a part of the employee's personnel file.
- 15.4 The Union or its members shall have no right to grieve or demand hearings upon any disciplinary action taken against probationary employees.
- 15.5 After commencement of an investigation in anticipation of a possible disciplinary proceeding, employees will not be questioned concerning the investigation until the employee has been given an opportunity to have a Union representative present at such questioning.

ARTICLE 16
LEAVES OF ABSENCE

- 16.1 Leave of absence with pay may be granted by the City Administrator to permit an employee to attend professional meetings, conferences or training schools that are in the interest of the City or for other justifiable reasons.
- 16.2 PARENTAL LEAVE: The Employer will grant Parental Leave in accordance with State and Federal regulations. In addition to adherence to the requirements of applicable State and Federal law, employees shall be granted one (1) day leave of absence with pay upon the arrival of their natural born or adopted child. Parental leave will be deducted from the employee's sick leave.
- 16.3 MILITARY LEAVE: Employees who are members of the National Guard or any branch of the Federal Reserves shall be entitled to leave for duty and shall be paid his/her regular salary during that period by the Employer as provided by State Law. Where the number of employees allowed on vacation at any one time must be limited, military service in accordance with state law will receive preference over vacations. Military service, in accordance with State law, will not affect an employee's vacation or holidays. Military leave will be granted to an employee who voluntarily or involuntarily enters into the military service of the United States during the time of war or declared National Emergency. Such leave shall be without pay and shall be for the duration of the war or National Emergency. Employees entering into military service shall file with the City Administrator the notice of military duty. Following completion of military service, the employee shall be entitled to be reinstated in the position he vacated or any equivalent position provided a request to do so is filed with the City Administrator within a period of thirty (30) days following completion of such military service.
- 16.4 JURY DUTY: Employees 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 return to work for the balance of the day. The employee shall be allowed to retain mileage expenses.

GENERAL UNPAID LEAVES OF ABSENCE

- 16.5 Leave of Absence without pay may be granted by the City Administrator when required by an employee if he/she deems such a request is justifiable. Such leave may be granted when, due to extended illness all accumulated sick leave has been used up, or for an extension of vacation time when circumstances will permit, or for other similar purposes. The City Administrator shall establish a time limit when approving any employee request for an unpaid leave of absence.

to return to work have been recalled. The recall provision shall be for a period of eighteen (18) months.

- 18.4 Employees on layoff status shall keep the Employer informed of their current address. In the event of recall, the Employer shall send, via certified mail, notice of recall to the employee on layoff status. If the employee fails to respond within ten (10) days after receipt of notice of recall, the employee shall be deemed to have voluntarily quit his employment with the City of Montgomery.
- 18.5 Employees to be laid off will be given at least ten (10) working days notice.

ARTICLE 19
PROMOTIONS, TEMPORARY APPOINTMENTS, VACANCIES

- 19.1 The Employer will first post a notice for ten (10) calendar days within the bargaining unit when a vacancy occurs. Employees desiring to transfer or promote to a vacancy within the bargaining unit shall sign the posting within the ten (10) day posting period. Subject to its established hiring procedure, the Employer shall fill the vacancy by promoting or transferring the most senior qualified employee who has signed for the posted position. For the purpose of this Article, bargaining unit seniority shall be the determining type of seniority.
- 19.2 An employee who is promoted or transferred shall be on a trial period of three months to demonstrate his/her ability to fulfill the requirements of the position. Any employee rejected who has been promoted or transferred shall be reinstated to the position from which he/she was promoted or transferred, without loss of seniority and at the prevailing wage rate. Promoted or transferred employees may voluntarily choose to return to his/her prior position without loss of seniority or pay for a one (1) month period (173) compensated hours following the promotion.

ARTICLE 20
MILEAGE

- 20.1 An employee authorized to use of their personal vehicle for job related duties shall be reimbursed at the current mileage rate by the Employer.

ARTICLE 21
HEALTH AND SAFETY

- 21.1 A coordinated safety effort throughout the City of Montgomery will be maintained to:
1. Establish safety program guidelines and to promote the program guidelines within the City.
 2. To review all accident reports in an effort to eliminate hazardous conditions in the workplace.
 3. Assist in identifying unsafe work practices and conditions and suggest appropriate remedies.
 4. Assist in new safety policies, training programs, accident reduction, and other safety and safety-related matters.
- 21.2 The Employer and the employees shall meet at mutually agreed upon times to discuss current safety

ARTICLE 25
HARASSMENT

- 25.1 The Employer shall not knowingly or willfully harass any employee covered by this collective bargaining agreement.
- 25.1 The term harassment shall be defined by current State and Federal laws and definitions.

ARTICLE 26
SUBCONTRACTING

- 26.1 The Employer shall not contract or subcontract any duties or responsibilities of the employee(s) covered by this collective bargaining agreement, which would result in a reduction of hours of the employee(s) work week or a lay off of bargaining unit employees.

ARTICLE 27
SAVINGS CLAUSE

- 27.1 This Agreement is subject to the laws of the United States and the State of Minnesota. 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 an appeal has been taken within the time provided, such provision (s) shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 28
PAY PLAN

- 28.1 Employees shall be paid in accordance with the pay plan attached hereto and labeled Appendix A.

ARTICLE 29
DURATION

- 29.1.1 This Agreement shall be effective as of the 1st day of January 1, 2020, and shall remain in effect until the 31st day of December, 2021 and shall continue in effect from year to year thereafter unless either party shall give written notice at least sixty (60) days prior to any anniversary date of its desire to amend or terminate the agreement.
- 29.1 IN WITNESS WHEREOF, the parties hereto have set their signatures on this ____ day of _____,