

LABOR AGREEMENT

between

THE CITY OF MONTGOMERY

and

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

JANUARY 1, 2018 - DECEMBER 31, 2019

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ARTICLE I
PURPOSE OF AGREEMENT

This Agreement is entered into on January 19, 2018, 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 personnel; to establish work schedules; to contract with vendors or others for goods and/or services; and to perform any inherent managerial function not specifically limited by this Agreement.

Step4: A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971. The Employer and the Union shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.

If the Employer and the Union are unable to agree upon 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.

7.5 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 Employer and the Union, and shall have no authority to make a decision on any other issue 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 and effect of law.
- B. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union, and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not 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 or any agreed extension thereof in writing, it shall be considered settled on the basis of the Employer's last answer. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in writing.

7.7 Choice of Remedy. If, as a result of the action taken in Step 3, or in the event Step 3 is not used, and the response from the Employer in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4 of Article 7, or a procedure such as Veterans Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article 7, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 7 or another appeal procedure.

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.
- 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.

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 work day.
- 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.
- 9.9 There shall not be early send home of employees to avoid payment of overtime.
- 9.10 Employees shall be assigned to On Call on Saturday, Sunday and Holidays throughout the calendar year. Employees On Call on Saturdays and Sundays shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times their regular rate of pay. Employees On call on Holidays shall be paid a minimum of two (2) hours pay at two (2) times their regular rate of pay.

ARTICLE 10
HOLIDAYS

- 10.1 The following calendar days shall be holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, and one-half day on Christmas Eve when it falls on Monday through Thursday and one-half (1/2) day on Good Friday afternoon.
- 10.2 If an employee works on a paid holiday, as observed, he/she will receive their regular pay plus two (2) times their regular rate of pay, or the employee may elect to receive compensatory time at two (2) times the hours worked.
- 10.3 If any of the foregoing holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. If any of the foregoing holidays falls on a Sunday, the following Monday shall be observed as the holiday.

ARTICLE 11
SICK LEAVE

Employees shall receive sick leave in the following manner:

- 11.1 Every regular employee is entitled to sick leave with pay at the rate of one (1) day for each month of full-time service or fraction thereof. Sick leave may be accumulated to a maximum of 120 working days and may be granted in units of not less than four (4) hour increments.
- 11.2 PURPOSES: Sick leave may be granted when the employee is unable to perform work duties due to illness, disability, or the necessity for medical, dental, or chiropractic care, childbirth, or exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties. Sick leave may also be granted for a maximum of three (3) days for the death of an employee's spouse, child, father, mother, brother, sister or the death of the spouse's mother and father, or grandparents on either side. Sick leave shall be granted upon approval of the Public Utilities Director and in his absence, the City Administrator.
- 11.3 Sick leave may be used to supplement payments made under the Worker's Compensation Law so that the total of the Worker's Compensation payment and the sick leave payment will not be in excess of the total full time pay of such employee. If the employee elects to use accumulated sick leave to supplement Worker's Compensation payments, such sick leave shall be deducted on an hourly basis and any fraction of an hour of sick leave so expended shall be considered as a whole hour over the term of the recuperation period.
- 11.4 Sick leave, not to exceed three (3) days, may be used when an employee's presence is required at home or in the hospital by reason of serious illness in the employee's immediate family, but such sick leave must be authorized by the City Administrator and shall be verified by a doctor's certificate or any such other 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.

ARTICLE 13
PROBATIONARY PERIOD

- 13.1 The probationary period for new hires shall be the first six (6) months of employment. During the probationary period, a newly hired or rehired employee may be discharged at the discretion of the Employer.

- 13.2 An employee promoted out of the bargaining unit shall not be considered part of the bargaining unit but shall retain bargaining unit seniority until successful completion of the probationary period required for the non-bargaining unit position.

ARTICLE 14
INSURANCE

- 14.1 Full-time employees shall receive group life insurance and long term disability one hundred percent (100%) paid by the Employer.
- 14.2 The employer shall provide eligible full-time employee health insurance coverage with a Health Savings Account and dental insurance. The employer shall pay one hundred percent (100%) of the premium cost for single coverage of health and dental insurance and ninety percent (90%) of the premium cost for family coverage for health and dental insurance. The employee shall pay, by way of payroll deduction, ten percent (10%) of the cost of family health and dental insurance. In addition, the employer shall contribute to the employee's Health Savings Account the equivalent of seventy five percent (75%) of the plan deductible. The employer shall make pro-rata contributions on a payroll basis to the employee's Health Savings Account
- 14.2 An employee who leaves the employment of the City of Montgomery for any reason other than disability or retirement is entitled to continue his/her insurance coverage and that of his/her dependents for up to six (6) months, or until he/she is re-employed, whichever comes first. The full cost to be paid by the former employee.
- 14.3 Within five (5) days of termination, the City shall notify the employee of his/her right to continue insurance coverage pursuant to M.S. 62A.17.

ARTICLE 15
DISCIPLINE AND DISCHARGE

- 15.1 The Employer shall have the right to impose disciplinary action upon employees for just cause only.
- 15.2 Discipline shall be in one of the following forms:
1. Oral reprimand
 2. Written reprimand
 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.
- 16.6 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 from their employment with the City of Montgomery, provided that granting such time off does not adversely affect the services of the Employer.
- 16.7 An employee who has been granted an unpaid leave of absence will not accrue seniority if the unpaid leave extends beyond one year. There shall be no deduction from seniority accrual for any time taken the first year which does not constitute a break is continuous service. An employee's seniority shall only be broken by discharge, resignation, retirement or failure to return from a leave of absence.
- 16.8 During an unpaid leave of absence, no sick leave or vacation time shall be accrued.

- 16.9 During an unpaid leave of absence, all group insurance premiums shall be paid 100% by the employee if such coverage is requested for the duration of the unpaid leave of absence.

ARTICLE 17
SENIORITY

- 17.1 EMPLOYEE SENIORITY: This seniority is established from the employee's original date of continuous employment and is used in determining length of vacation, amount of sick leave. Continuous employment is defined as probationary or regular as shown on the personnel action form. This applies to all, other than, temporary, employees. Non-bargaining unit employees, employed by the City of Montgomery, shall bring with them their length of continuous employment with the Employer for the purpose of this Section.
- 17.2 BARGAINING UNIT SENIORITY: Employees covered by this collective bargaining agreement shall accrue bargaining unit seniority from the original date of continuous employment within the Public Works Department of the City of Montgomery. For the purpose of this Agreement, bargaining unit seniority shall relate to promotions and layoff.

ARTICLE 18
LAYOFFS

- 18.1 In the event of layoff, all seasonal, temporary, part-time and probationary employees shall be laid off prior to a reduction in the work force of full-time employees. In the event layoff of regular employees becomes necessary, the employee with the least bargaining unit seniority shall be laid off first.
- 18.2 In the event regular employees are laid off, the Employer has the right to shift work assignments within the bargaining unit, provided that no employee's hourly wage rate is reduced in the process.
- 18.3 In the event of recall following a layoff, employees shall be 'recalled' in the inverse order of layoff. No new employee shall be transferred or hired, into the bargaining unit until all employees on layoff status desiring 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 practices.
- 21.3 WORK RELATED INJURIES - Any employee who is injured during the course of his/her employment shall file an accident report with his supervisor as soon as possible after the accident occurs, on forms available at the office of the Employer's local insurance agent. Accident reports that involve injuries requiring medical attention and/or lost time from the job will be discussed with the employee, his supervisor and the City Administrator.
- 21.4 PROTECTIVE EQUIPMENT - Safety equipment required by the Employer will be purchased by the Employer for the employee's use while on the job. The Employer shall pay two hundred dollars (\$200.00) every two (2) years toward the purchase of safety glasses, including prescription safety glasses. In the event the safety glasses or prescription safety glasses are damaged or broken while on job within two years of purchase, they shall be replaced with an Employer contribution equal to the original purchase or a maximum of two hundred dollars (\$200.00). Also, the Employer shall provide each employee covered by this Agreement six hundred dollars (\$600.00) per year clothing allowance, which includes the purchase of steel toed shoes or boots.

ARTICLE 22
WAIVER

- 22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent they are inconsistent with the provisions of this Agreement, are hereby superseded.
- 22.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.
- 22.3 Should any article, section or portion 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 the decision. All other provisions shall remain in full force and effect. Upon the publication of such decision, the parties agree to negotiate a substitute for the invalidated article, section or portion thereof as soon as practicable.

ARTICLE 23
LOCKOUT

- 23.1 The Employer agrees that during the duration of this Agreement, employees covered by this Agreement will not be locked out or denied the right to work, except pursuant to procedures established by this Agreement.

ARTICLE 24
MUTUAL CONSENT CONTINGENCY

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

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

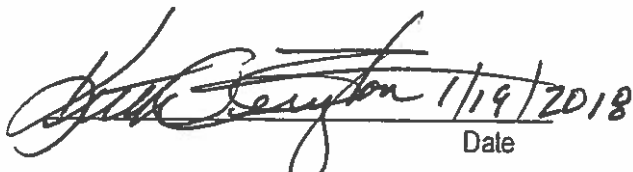

- 28.1 Employees shall be paid in accordance with the pay plan attached hereto and labeled Appendix A.

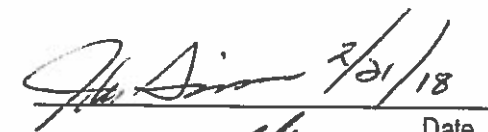

ARTICLE 29
DURATION

- 29.1 This Agreement shall be effective as of the 1st day of January 1, 2018, and shall remain in effect until the 31st day of December, 2019, 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.
- 29.2 IN WITNESS WHEREOF, the parties hereto have set their signatures on this 19th day of January, 2018

The American Federation of State, County
And Municipal Employees, AFL-CIO

City of Montgomery, Minnesota


Date 1/19/2018

Date 1-26-18


Date 2/21/18

Date 2-21-18

APPENDIX A
PAY PLAN

January 1, 2018 2% general increase
January 1, 2019 2% general increase

APPENDIX A

2018

147-167	8	\$17.87	\$18.62	\$19.37	\$20.10	\$20.83	\$21.53	\$22.22	\$22.89	\$23.58
168-200	9	\$18.79	\$19.58	\$20.36	\$21.13	\$21.89	\$22.64	\$23.36	\$24.06	\$24.79

2019

147-167	8	\$18.23	\$18.99	\$19.75	\$20.51	\$21.24	\$21.97	\$22.67	\$23.35	\$24.05
168-200	9	\$19.16	\$19.97	\$20.77	\$21.56	\$22.33	\$23.09	\$23.83	\$24.54	\$25.28

Employees not already on Step 9 of the salary range shall move one step on January 1st of each calendar year, subject to a satisfactory performance evaluation.

Employee(s) employed at Water/Waste Water shall receive one step on their respective salary range upon receiving additional licensure.

City shall conduct a compensation and classification study in 2019.