

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF LEXINGTON

AND

AFSCME LOCAL 2454, COUNCIL NO. 5, AFL-CIO

EFFECTIVE

JUNE 1, 2018 THROUGH MAY 31, 2021

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COLLECTIVE BARGAINING AGREEMENT BETWEEN
CITY OF LEXINGTON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL NO. 5
LOCAL 2454

ARTICLE 1 - PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Lexington, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Council No. 5, Local 2454, hereinafter called the Union.

The intent and purpose of this Agreement is to:

- 1.01 Establish certain wages, hours and other conditions of employment;
- 1.02 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.03 Set forth the full and complete understanding of the parties concerning its subject matter; and
- 1.04 Place in written form the parties' agreements upon terms and conditions of employment for the duration of the Agreement.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the exclusive representative under the Public Employment Labor Relations Act (PELRA), Minnesota Statutes Chapter 179A, in an appropriate bargaining unit consisting of the following job classifications:

All clerical, service and maintenance employees of the City of Lexington who are public employees as defined in Minn. Stat. § 179A.03, subd. 14, excluding liquor store, confidential, supervisory, essential and all other employees.

ARTICLE 3 – DEFINITIONS

- 3.01 UNION: The American Federation of State, County and Municipal Employees, Council 5, Local 2454.
- 3.02 EMPLOYER: The City of Lexington, MN.

- 3.03 **UNION MEMBER:** A member of the American Federation of State, County and Municipal Employees, Council No. 5, Local 2454.
- 3.04 **EMPLOYEE:** A member of the exclusively recognized bargaining unit.
- 3.05 **BASE PAY RATE:** The employee's hourly pay rate exclusive of any other special allowance.
- 3.06 **SENIORITY:** Length of continuous service with the Employer. (See Article 14)
- 3.07 **JOB CLASSIFICATION SENIORITY:** Length of service in a job classification covered by this Agreement.
- 3.08 **NORMAL WORKING DAY:** Means a continuous eight (8) or ten (10) hour work period (exclusive of meal period), or as otherwise agreed to pursuant to Article 9 of this Agreement.
- 3.09 **REGULAR EMPLOYEE:** Means an employee who has completed the initial probationary period in accordance with Article 13 and, who serve in a permanent position for an indefinite term and works forty (40) or more hours per week.
- 3.10 **PART-TIME EMPLOYEE:** Shall mean an employee who has completed a probationary period and who is employed in a permanent position and works more than fourteen (14) hours but less than forty (40) hours per week for any indefinite term.
- 3.11 **PROBATIONARY EMPLOYEE:** Shall mean an employee filling a permanent position, but who has not completed a probationary period under this Agreement.
- 3.12 **TEMPORARY EMPLOYEE:** Shall mean an employee who is employed for term of less than sixty-seven (67) days in a calendar year and is not eligible for any fringe benefits.

ARTICLE 4 - UNION SECURITY

- 4.01 The Employer shall deduct from the wages of employees who authorize such a deduction by the Union which meets the requirements of Minnesota law, the monthly dues designated by the Union in writing.

- 4.02 A. In accordance with PELRA, any employee who is not a member of the Union may be required by the Union to contribute a fair share fee for services rendered by the Union as exclusive representative. The fair share fee for any employee shall be in an amount equal to the Union's regular membership dues less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues.
- B. The Union shall provide written notice to the Employer of the amount of the fair share assessment to the Employer and to each employee to be assessed the fair share fee.
- C. A challenge by an employee or by a person aggrieved by the assessment shall be filed in writing with the Commissioner, the Employer and the Union within thirty (30) days after receipt of the written notice. All challenges shall specify those portions of the assessment challenged and the reasons therefore, but the burden of proof relating to the amount of the fair share fee shall be on the Union. The Employer shall deduct the fee from the earnings of the employee and transmit the fee to the Union thirty (30) days after the written notice was provided, or, in the event a challenge is filed, the deductions for a fair share fee shall be held in escrow by the Employer pending a decision by the Commissioner or court.
- 4.03 Nothing in this Article shall be subject to the grievance procedure.
- 4.04 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 4.05 The Union may designate one employee to act as steward and shall notify the Employer, in writing, when elected officials are chosen.
- 4.06 The Employer shall make space available on one (1) employee bulletin board for posting Union notices and announcements.

- 4.07 The Employer acknowledges the right of employees to convene for the purpose of conducting meetings during the thirty (30) minute meal breaks, and before or after working hours; work schedules permitting. Employees may be allowed to flex their hours to attend scheduled union meetings, provided it does not adversely affect the needs of the employer. Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed one (1) hour. Employees who desire to make these adjustments must request prior approval from the City Administrator or their designee five (5) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested and the proposed date and time for any make-up as provided for herein. Approval of these requests will not be unreasonably withheld. The Employer reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize PTO or work extra hours, within five (5) working days as approved by the City Administrator or their designee, if work is available, to prevent loss of earnings. In the event work is available and an employee elects to work extra hours to offset time spent at union meetings, the Employer shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a union meeting.

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.01 The Employer retains all rights not expressly superseded by a provision of this Agreement, including (without limitation) the full and 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 select, direct and determine the number of personnel; to establish work schedules; to determine job classifications and duties; to make decisions to contract out or subcontract work, provided the Employer gives thirty (30) days' notice; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.02 Any term and condition of employment not specifically established or modified by this Agreement shall remain within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6 - SAVINGS CLAUSE

- 6.01 If any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision shall be renegotiated at the written request of either party.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 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.

7.02 Union Representatives

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, as provided by Article 4 of this Agreement.

7.03 Processing of a Grievance

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 a Union representative 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 that the employee and the Union representative have notified and received the approval of the City Administrator or their designee who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.04 Procedure

Grievances, as defined in Section 7.01, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, or the employee becomes aware of such alleged violation, present such grievance to the City Administrator or their designee in writing. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. 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 to the City Council. The Council shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after its first regular meeting after the Step 2 grievance is received. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Council'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.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of PELRA. 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.

7.05 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 not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the applications 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 be later, unless the parties agree to an extension. The decision of the arbitrator 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 to the facts of the grievance presented.

C. The arbitrator's fees and expenses shall be borne equally by the Employer and the Union. 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 equally shared.

7.06 Waiver

If a grievance is not presented within the time limit set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance to the next step. The time limit in each step may be extended by agreement of the Employer and the Union.

ARTICLE 8 - JOB POSTINGS/PROMOTIONS

- 8.01 Vacancies in permanent positions within the designated bargaining unit shall be filled insofar as practicable from existing employees, provided that the existing employees:
- A. Have the necessary qualifications to meet the standards of the vacant position: and
 - B. Have the ability to perform the duties and responsibilities of the vacant position.
- 8.02 Employees filling a higher job class based upon the provisions of this Article shall be subject to the conditions of Article 13.
- 8.03 The Employer shall fill posted jobs based on seniority when two applicants have equal qualifications and ability.
- 8.04 All job announcements shall be posted on City bulletin boards for a minimum of three (3) working days, so that interested employees may apply. All employees making such application shall be considered for the vacancy.

ARTICLE 9 - WORK SCHEDULES

- 9.01 Work schedules for personnel shall be established by the appropriate supervisor. The regular work week for employees is a forty (40) hour week consisting of five (5) normal working days, Monday through Friday, except as provided by the way of custom and the needs of the Employer and in accordance with this Agreement.
- 9.02 Every employee, when working a normal work day, shall be granted a fifteen (15) minute break period in each half of the employee's shift and a thirty (30) minute unpaid bona fide meal period. Break and meal periods shall be taken so as not to interfere with work requirements and the ability to maintain adequate staffing during the time of the break. Employees shall not be required to time punch for break or meal periods, but may be required to notify the City Administrator or their designee when break or meal periods are starting and ending.
- 9.03 If work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice is required. It is not required that an employee working other than the normal work day be scheduled to work more than eight (8) hours, however, each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent the employee from so working.
- 9.04 By consent of the employee and the employee's supervisor, employees may work a variable or flextime schedule.
- A. Memorial Day through Labor Day when the work schedule will be four (4) nine (9) hour days Monday-Thursday and one (1) four (4) hour day on Friday.

ARTICLE 10 - OVERTIME PAY

- 10.01 Time actually worked in excess of forty (40) hours within a seven (7) day period beginning at 6:00 a.m. Sunday morning and time actually worked in excess of eight (8) hours within a twenty-four (24) hour period excluding pre-approved flex time schedule as described in Article 9.04 A beginning at 6:00 a.m. will be compensated at one and one-half (1 ½) times the employee's base pay rate.

Summer Hours Exception: The exception to the excess of eight (8) hours within a twenty-four (24) hour period will be between Memorial Day through Labor Day when the work schedule will be four (4) nine (9) hour days Monday-Thursday and one (1) four (4) hour day on Friday.

- 10.02 Employees are required to obtain the approval from the City Administrator or their designee before performing overtime work. If the City Administrator is not available, the City Administrator's designee shall approve overtime. Overtime will be distributed as equally as practicable.
- 10.03 Overtime requested by employees but denied by employer will for record purposes under Article 10.02 be considered as unpaid overtime worked.
- 10.04 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hour worked.
- 10.05 Overtime shall be paid or compensatory time off accrued at the discretion of the employee. If the employee accrues one hundred and twenty (120) hours of compensatory time off ("Maximum Compensatory Time-off"), any further overtime shall be paid as accrued. Accrued overtime shall be paid off in full at the old rate if the employee receives a raise in pay. The Employee may choose to cash out their compensation time before the raise goes into effect, but all compensation time shall be paid off in full no later than the pay period prior to date when the raise goes into effect.

ARTICLE 11 - CALL BACK/EMERGENCY RESPONSE

- 11.01 Employees who are recalled to work by the City Administrator or the City Administrator's designee, after their regularly scheduled work hours shall be paid for a minimum of two (2) hours at the appropriate overtime rate (excluding holidays). Employee's attendance at an evening meeting, which is prescheduled, is not subject to call-back pay.
- 11.02 When employees are required to be available for pager or cellular calls to respond to emergencies or after hour's service requirements, employees responsible for the primary pager or cellular phone shall receive \$37.00 per day in standby pay, in addition to their regular compensation. For each holiday falling on the day of required standby, the employee will receive \$54.00 in addition to their regular compensation.
- 11.03 Employees called to work by the City Administrator or their designee prior to their regularly scheduled shift shall be paid at the appropriate overtime rate until their regular shift begins provided that the employee shall receive a minimum payment equal to one (1) hour at straight time or the time worked at the appropriate overtime rate, whichever is greater. Employees shall work the balance of their regular shift at their regular rate of pay.

ARTICLE 12 - DISCIPLINE

12.01 In General

Employees shall be subject to disciplinary action for failing to satisfactorily carry out their duties and responsibilities, including observance of work rules adopted by the Employer. Every disciplinary action shall be for just cause and the employee may utilize the grievance procedure of Article 7 with respect to any disciplinary action which he or she believes is either unjust or disproportionate to the offense committed. The City Administrator or their designee shall investigate any allegation against an employee before disciplinary action is taken.

12.02 Disciplinary action steps

Except for severe infractions, disciplinary action against any employee shall be progressive and following the steps listed below in order:

- A. Oral reprimand.
- B. Written reprimand. A written notice of reprimand shall state that the employee is being warned for misconduct; describe the misconduct; include timetables and goals for improvement when appropriate; and outline future disciplinary actions should the problem continue. The employee shall be given a copy of the reprimand. The reprimand shall be placed in the City's personnel file on the employee but shall be removed from the file after one (1) year from the date of issuance if there has been no subsequent reprimand and no other disciplinary action has been instituted.
- C. Suspension without pay. An employee who has failed to respond to oral and written reprimands or who is found to have committed serious misconduct not warranting dismissal may be suspended without pay for a period of up to thirty (30) days. At the time of the suspension or as soon thereafter as practicable, the supervisor shall notify the employee in writing of the reason for the suspension and its length. The supervisor shall notify the employee in writing what actions or conduct must be taken to avoid further discipline. An employee may be suspended without pay pending investigation of an allegation of serious misconduct. If the allegations are determined to be unjustified, the employee shall be reinstated and shall receive all pay and benefits withheld.

D. Dismissal. Except for those grounds for dismissal set forth in the following paragraph E, the Employer shall give five (5) days' notice of dismissal, which shall contain a written statement of the reasons for dismissal. If the employee is a veteran, the employee shall be advised of her or his rights under the Veterans Preference Act, including the right to a hearing.

E. Causes for Immediate Dismissal. The following infractions shall be grounds for immediate dismissal:

- 1) Dishonesty or theft, including falsification of records or time cards;
- 2) Intoxication while on duty;
- 3) Embezzlement;
- 4) Operating city vehicles or equipment while under the influence of alcohol or drugs; or
- 5) Use of city property for personal or private use.

12.03 Employees may examine their own individual personnel files at reasonable times upon notice to the City Administrator or their designee.

12.04 When an employee is questioned regarding an investigation of matter that may lead to a disciplinary action, such questioning will be conducted in a manner not to unreasonably embarrass the employee before other employees or the public. If, in the course of an investigation, it is determined that disciplinary action may be taken against an employee, the employee will be given an opportunity to have a Union representative present before the Employer proceeds further to question the employee regarding the matter.

12.05 The Union shall be provided with a copy of any notice given to an employee under the provisions of this Article.

ARTICLE 13 - PROBATIONARY PERIODS

13.01 Purpose

All newly hired or promoted employees shall be subject to a probationary period. The probationary period is an integral part of the selection process and shall be utilized for observing the employee's work, for securing the most effective adjustment of the employee to the position, and for rejecting any employee whose performance does not meet the required work standards.

13.02 Duration

Every original appointment and every promotional appointment is subject to a probationary period of six (6) months after appointment. The probationary period may be extended by not more than three (3) months, in successive increments of no more than one (1) month, by a written notice mailed or delivered to the employee within the probationary period, with a copy to the Union.

13.03 Termination During Probationary Period

The Employer may terminate an employee at any time during the probationary period if in the sole judgment of the Employer, the employee's work performance indicates that the employee is unable or unwilling to perform the duties of the position satisfactorily or that his or her habits and dependability do not merit continuance in the position. The employee so terminated shall be notified in writing of the reasons for the termination and shall not have the right to appeal or grieve the discharge unless he or she is a veteran, in which case the employee shall be given notice of the employee's right under Minn. Stat. 197.46.

13.04 Promotional Positions

A Regular Employee terminated during the probationary period from a position to which he/she was transferred to or promoted and not terminated from the city service as provided in this Agreement shall be reinstated to the former position if it is vacant if the former position has been filled and if the former incumbent has been in the promotional position for less than thirty-one (31) days, the former incumbent may displace the current holder of the position. If no vacancy exists in a position from which the employee was promoted and thirty-one (31) or more days have been passed from the time the employee was promoted, the employee shall be laid off. When a vacancy arises in the classification from which the employee was promoted or transferred, such employee shall be reinstated to that position.

13.05 Completion

An employee who has completed the period of probationary service and who has not received, before completion of that period, a written notice from the Employer that his or her services are terminated, shall be considered to have successfully completed the probationary period and attained the status of a regular employee.

ARTICLE 14 - SENIORITY, LAY OFF, AND RECALL

- 14.01 Seniority under this Article shall be defined as the employee's length of continuous service with the Employer in a position covered by this Agreement.
- 14.02 Employees transferred to a position covered by this Agreement from another position shall be considered new employees for purposes of seniority, but shall retain all other benefits acquired as a result of length of service as a City employee.
- 14.03 An employee who is transferred to a position outside the bargaining unit covered by this Agreement shall retain seniority for twelve (12) months. Thereafter it shall be forfeited and if the employee again assumes a position covered by this Agreement, the employee shall be covered by Article 14.02.
- 14.04 If it becomes necessary to lay off employees in a classification covered by this Agreement for any reason the following procedure shall be followed.
- A. Temporary or emergency employees shall be laid off first.
 - B. Regular Employees shall be laid off in inverse order of seniority within the job classification, provided that the remaining employees are qualified to perform the remaining work.
 - C. A laid off employee may exercise seniority rights to displace a less senior employee in a position in the same classification or in any classification previously worked by the laid off employee providing that the remaining employees are qualified to perform the remaining work. An employee displaced by a laid off employee shall have the same rights to exercise seniority rights as the laid off employee.
- 14.05 Employees who are laid off without work, or working at a reduced salary classification and/or at reduced hours, shall be offered vacant positions for a period of two (2) years from date of layoff, in order of their seniority with the most senior being recalled first in the classification from which they were laid off. Notwithstanding the two-year period, at the time the employee either accepts a position or refuses a position in the previous classification at the previous number of hours, the employee's rights under this section shall terminate.
- 14.06 An employee who has been laid off shall receive bargaining unit vacancy notices up to a period of two (2) years.

ARTICLE 15 - RESIGNATION

- 15.01 Any employee wishing to leave city employment in good standing shall file with the employer, at least fourteen (14) days before leaving, a written resignation stating the effective date of the resignation and the reason for leaving. Failure to comply with this procedure may be considered cause for denying accrued benefits, unless the failure to give notice is beyond the employee's control. Unauthorized absence from work for a period of three (3) working days may be considered by the Employer as a resignation without such benefits.

ARTICLE 16 - INSURANCE

- 16.01 The Employer shall offer group hospitalization, health, dental and vision insurance policy with a health savings account (HSA) component and the HSA shall be fully funded by the City on December 1, meeting the requirements of state law for regular employees and their dependents. The Employer shall contribute up to \$1,335.00 per month per employee during the first year, \$1,360.00 per month per employee during the second year and \$1,385.00 in the Third year per month per employee for health insurance, however, should the premiums increase by an amount greater than 10%, the parties shall reopen discussion on this issue for further negotiations. Any excess shall be paid by the employee by means of payroll deductions. The continuation rights of employees whose employment terminates and of dependents whose coverage terminates for any reason shall be governed by applicable state and federal law.
- 16.02 During the thirty (30) day period following ratification of this Agreement, each Regular Employee may elect, in lieu of participation in the Employer's group hospitalization, medical and dental insurance plan, to have the amount of the Employer's cost for such coverage for the electing employee, to be paid as premium payments to another medical, dental, or HMO plan selected by the employee. This amount paid to the alternative insurance would be up to a total of \$1,335.00 per month per employee during the first year, \$1,360.00 per month per employee during the second year and \$1,385.00 per month per employee during the third year. The election of this alternative shall be irrevocable for one (1) year. The Employer may permit the employee to change his/her election during one 30-day period each year, subject to the employee's eligibility for coverage under the Employer's plan.

16.03 During the thirty (30) day period following ratification of this Agreement, each eligible Regular Employee who waives coverage must provide proof of alternative insurance coverage and is eligible for a cash option that matches the alternative insurance up to a total of \$1,335.00 per month per employee during the first year, \$1,360.00 per month per employee during the second year and \$1,385.00 per month per employee during the third year. The election of this alternative shall be irrevocable for one year. The Employer may permit the employee to change his/her election during one 30-day period each year, subject to the employee's eligibility for coverage under the Employer's plan.

16.04 The Employer shall offer Employer paid short and long term disability insurance and life insurance for each Regular Employee as follows:

- a.) Short-term disability insurance ("STD") (i.e., disability insurance coverage for "disabilities" that qualify for coverage for the "short term" as those terms are defined in the STD group insurance policy offered by the Employer);
- b.) Long-term disability insurance ("LTD") (i.e., disability insurance coverage for "disabilities" that qualify for coverage during the "long term" as those terms are defined in the LTD group insurance policy offered by the Employer); and
- c.) Life insurance in the amount of \$25,000.00 per employee as provided for in the group life insurance policy offered by the Employer.

16.05 Part-time and Temporary employees are not eligible for benefits under this article.

ARTICLE 17 - HOLIDAYS

17.01 The following days and such other days as the Employer may fix are paid holidays for Regular Employees:

New Year's Day	January 1
Martin Luther King's Birthday	third Monday in January
Presidents' Day	third Monday in February
Good Friday	Friday prior to Easter Sunday
Memorial Day	last Monday in May
Independence Day	July 4
Labor Day	first Monday in September
Veterans' Day	November 11
Thanksgiving Day	fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Eve Day 2018	December 24
1/2 Day on Christmas Eve 2019 & 2020	December 24
Christmas Day	December 25
1/2 Day on New Year's Eve	December 31

Friday July 5, 2019, the day after Independence Day July 4, 2019. This will be an additional paid holiday for Regular Employees and city offices will be closed.

17.02 When any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday and when any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

17.03 Any Regular Employee who works on a holiday shall be paid at the rate of two (2) times the employee's regular rate of pay for all hours worked in addition to holiday pay or shall be paid one and one-half times the employee's regular rate of pay for all hours worked in addition to an alternate holiday in lieu of holiday pay with the employee's agreement. Such alternate holiday shall be taken within a reasonable time not to exceed thirty (30) days following the holiday, otherwise such holiday shall be paid.

ARTICLE 18 - PAID TIME OFF

18.01 Paid Time Off Policy

The Employer recognizes that employees need time away from work for a variety of personal reasons and that employees are best able to make decisions about how and when to take time off. The Paid Time Off (PTO) program is a partnership between employees and the Employer for the effective and equitable use of paid leave. PTO provides a framework of organizational guidelines which determine eligibility, rate of accrual, and procedures for a single bank of days that can be used for any reason.

18.02 General provisions regarding PTO

- A. A Regular Employee will earn PTO days each year in accordance with the following schedule beginning with the first day of employment:

Years of Service (months) Leave Hour/Payroll Period

First yr (months 1 to 12)	19 1/2 days	6 hours
2 — 3 (months 13 to 36)	22 3/4 days	7 hours
4 — 7 (months 37 to 78)	26 days	8 hours
8 — 11 (months 79 to 132)	29 1/4 days	9 hours
12 — 15 (months 133 to 180)	32 1/2 days	10 hours
16 — 19 (months 181 to 228)	35 3/4 days	11 hours
20 + (months 229 and beyond)	39 days	12 hours

- B. The maximum amount of accrued PTO time may not exceed 400 hours. PTO will not be earned when an employee's accumulated PTO is at this 400 hour maximum ceiling.
- C. PTO will not accrue on hours in excess of eighty (80) in any two-week pay period. An employee will earn PTO time when on PTO leave, holidays and other paid leave.
- D. PTO time may be used in increments of fifteen (15) minutes or more. The supervisor may require an employee to take scheduled PTO in increments of one (1) full day to minimize replacement costs.
- E. PTO can be taken as either unscheduled time off (UTO) or scheduled time off (STO). The use of the two kinds of PTO is discussed below.

18.03 Eligibility

- A. Regular Employees shall accrue PTO from their first day of employment. However, during the first six (6) months after becoming a Regular Employee, the City reserves the right to deny PTO usage. Part-time and temporary or seasonal employees are not eligible for PTO benefits.
- B. When an employee is separated from employment with the Employer or is reduced to employment on a part time basis, the employee shall be paid for accrued but unused PTO time at the employee's base rate of pay, provided that an employee who resigns without complying with the provisions of this Agreement dealing with resignations shall forfeit accrued PTO. When an employee is promoted or becomes entitled to additional days of PTO, the accrual of PTO at the higher rate shall begin at the start of the next pay period. If an employee resigns after giving notice as required by Article 14 within two (2) years of the effective date of this Agreement.
- C. PTO will be eligible for conversion to cash annually with the following conditions:
 - 1) An employee may elect each October 1 to convert up to 50% of their annual accumulated PTO.
 - 2) Payment will be based on the employee's current hourly rate on November 1 of the current year.
 - 3) Conversion to cash will occur on the second payroll of November of the current year.
 - 4) The conversion will be part of regular payroll and at the employee's option will be paid in a separate check or as a part of his or her regular paycheck.
 - 5) Current hourly rate for the purpose of this policy is the employee's straight time rate not including overtime.

18.04 Unscheduled Time Off

PTO may be used as unscheduled time off (UTO). Unscheduled time off is time off which is not scheduled in advance with the City Administrator or their designee. It shall only be used for illness or injury to the employee or a member of the employee's family or other serious and unexpected occurrences. Use of UTO may interfere with the Employer's ability to function effectively. Employees who wish to use UTO must notify the City Administrator or their designee immediately and indicate to the City Administrator or their designee how much time the employee expects to miss and when the employee expects to return.

A physician, nurse practitioner, physician assistant or dental equivalent statement may be required after three (3) consecutive days of UTO. Recurring use or abuse of unscheduled time off will result in disciplinary action being taken.

18.05 Scheduled Time Off

- A. Scheduled time off (STO) is paid time off which is scheduled in advance with the City Administrator or their designee. Availability of STO at particular times may be limited by the needs of the Employer to maintain staffing. In cases where two (2) or more employees request STO at the same time and granting STO to two (2) or more employees will interfere with the city's ability to provide services, the most senior employee shall be entitled to preference.
- B. An employee who wishes to use STO should determine how much PTO credit is available. The scheduled time off should be requested in writing to the City Administrator or their designee. There is no minimum advance notice requirement, but as much notice as possible should be given to avoid the possibility that permission to use STO will be denied because the employee's absence will interfere with the City's ability to provide service.
- C. No employee shall be required to work during the employee's scheduled time off once the request has been approved, unless the City Administrator or their designee has declared that a call back emergency response is needed as provided for under Article 11 above.

18.06 Extended PTO for Short Term Disabilities

- A. An employee who has accrued at least one (1) year's allotment of PTO may designate up to five (5) days' PTO in any calendar year to be used in the event that the employee is unable to work as a result of illness or injury. Such PTO shall be deducted from the employee's accrued PTO. If an employee, as a result of illness or injury, is unable to work after five (5) days of paid time off benefits have been used, the employee may then use any of this extended PTO.

18.07 Benefits upon Termination of Employment

- A. An employee who resigns employment in compliance with Article 15 of this Agreement shall be paid his or her accrued but unused PTO benefits.
- B. In the event that the employee is deceased any accrued paid time off benefits shall be paid to the employee's beneficiary as indicated on the term life beneficiary designation form or other comparable beneficiary designation form provided to the Employer.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Military Leaves

Every employee to whom Minn. Stat. §§ 192.26 or 192.261 or U.S.C., Title 38 Section 2021 applies is entitled to the benefits set forth therein, subject to the limitations and conditions set forth in the applicable statute(s).

19.02 Parental Leave

An employee who works an average number of hours per week equal to one-half the full-time equivalent position in the employee's job classification as defined pursuant to this Collective Bargaining Agreement and has been employed at least 12 consecutive months immediately preceding the request, may take an unpaid leave of absence in connection with the birth or adoption of the employee's child. The leave may not exceed six (6) weeks, and shall begin not more than six (6) weeks after the birth or adoption of the child. The employee is entitled to return to work at the same position and at the same rate of pay the employee was receiving prior to commencement of the leave. Group insurance coverage will remain in effect during the leave. Parental leave under this section shall be in addition to any paid time off received by the employee pursuant to Article 18 of this Agreement.

19.03 Leave Without Pay

The Employer may grant any Regular Employee a leave of absence without pay for a period not exceeding ninety (90) days. The Employer may extend such leaves to a maximum period of one (1) year if the employee is disabled or where extraordinary circumstances, in Employer's judgment, warrant such extension. No PTO or other fringe benefits shall accrue to employees on such leaves without pay.

19.04 Court Service

When a Regular Employee serves as a juror or is subpoenaed as a witness in cases in which the City is a party, the employee shall receive compensation equal to the difference between the employee's regular pay and the amount received as a juror or witness. The employee shall furnish proof of the amount received as a juror or witness. An employee serving as a juror shall report for work if released from jury service during the first four and one-half (4-1/2) hours of the workday.

19.05 Leave for Bone Marrow Donations and Organ Donation.

Regular Employees may take paid leave, not to exceed forty (40) hours, and subject to verification, to undergo medical procedures to donate bone marrow or donate an organ pursuant to state statute.

19.06 School Activity Leave

Employees who have exhausted all of their PTO shall be granted up to sixteen (16) hours per year of unpaid leave for participation in their children's school activities pursuant to state statute.

19.07 Bereavement Leave

In the event of death in the immediate family, three (3) regular working days with pay will be granted as a benefit. Immediate family means the employee's spouse, domestic partner, parents, grandparents, parents-in-law, brothers and sisters, aunts and uncles, children, grandchildren and step-grandchildren. If additional time is required due to travel distance, for example, the employees may use accrued PTO time as approved by the City Administrator or their designee.

19.08 Voting Leave

An employee who is entitled to vote in a regularly scheduled primary or general election, may absent himself/herself from work for the purpose of voting during the morning of such Election Day for a period not to exceed two (2) hours without deduction from time or pay.

ARTICLE 20 - EDUCATIONAL REIMBURSEMENT

20.01 The Employer will reimburse employees attending job-related courses the full cost incurred by the employee for payment of tuition and fees and purchases of textbooks required for such courses, in an amount not to exceed \$1,500 per contract year (i.e., June 1, 2018 May 31, 2019 is the first contract year; June 1, 2019 May 31, 2020 is the second contract year; June 1, 2020 May 31, 2021 is the third contract year) provided the following conditions are met:

- A. The course has been approved by the City Administrator or their designee prior to registration for, or participation in, the course.
- B. The employee attains a grade of "C" or better in the course, or in those cases where grades are not assigned, the employee must show proof of satisfactory completion of the course.
- C. The employee has submitted a summary of the course, written by the employee, stating the value of the training to the employee's position.
- D. The attendance of the employee at course sessions has been satisfactory.
- E. Employees who are receiving compensation or reimbursement for education costs from any other source shall not be eligible for additional reimbursement from the Employer.
- F. If all conditions listed above have been met, request for reimbursement of tuition, fees, and textbooks will be submitted to the City Administrator or their designee for approval.

ARTICLE 21 - WAIVER

21.01 Any and all 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.

21.02 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. The Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate any and all terms and conditions of employment referred to or covered in the Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed, except as may be agreed by the parties.

ARTICLE 22 - LEGAL DEFENSE

Subject to limitations imposed by state law, the Employer shall defend and indemnify employees for damages, including punitive damages, claimed or levied against the employee, provided that the employee was acting in the performance of the duties of his or her position and was not guilty of malfeasance, willful neglect of duty or bad faith.

ARTICLE 23 – DISCRIMINATION

No person shall be employed, promoted, demoted, or discharged by the Employer or in any way favored or discriminated against because of political opinions or affiliations, race, color, national origin, religion, sex, age, marital status, status with regard to public assistance or disability, sexual preference or because of the exercise of rights under provisions of the Public Employment Labor Relations Act, Minn. Stat §§179A.01 to 179A.25 or under any other basis prohibited by law. If a statute, rule or regulation requires that an employee must be of a certain minimum age to perform the essential duties of a position, attainment of the minimum age may be considered as a condition of employment for that position.

ARTICLE 24 - WORKING CLOTHING ALLOWANCE

24.01 For Regular Employees whose job duties require repeated exposure to rain, snow or soil, or involve maintenance and repair of water sewer lines, vehicles and/or heavy equipment shall receive reimbursement for work clothing expense as follows:

- A. The Employee may be reimbursed no more than Eight hundred twenty five (\$825.00) per calendar year for work clothing and uniforms. Qualifying Work Clothing may include, but is not limited to: pants/jeans, shirts, jacket, insulated coverall or bib/jacket combination, etc. Employees shall be responsible for laundering and maintenance of all work clothing and uniforms.
- B. Where safety equipment is required by federal, state, or local rules, and regulations; it will be the responsibility of the Employer to purchase and provide such items. Safety equipment includes but is not limited to safety vests, safety masks, safety harnesses, ANSI Certified work boots, ANSI Certified winter boots and other equipment required by OSHA.

ARTICLE 25 – WAGES

25.01 The Employees wages under this Agreement shall be as follows:

- A. Effective, June 1, 2018 the Employer shall increase all wages by 2.75%.
- B. Effective, June 1, 2019 the Employer shall increase all wages by 2.5%.
- C. Effective, June 1, 2020 the Employer shall increase all wages by 2.5%.

25.02 When necessary, and with notification to the UNION, the Employer may adjust salaries of current employees salary for retention due to market conditions.

25.03 Position/Salary Schedule

See Schedule A - pages 1-3

Any annual step increases due an employee, as listed on Schedule A, will be effective as of June 1 of the applicable year. The employer has the right to grant additional steps based on employee performance.

25.04 Any wage or salary so established is the total remuneration for employment, but shall not be considered as reimbursement for official travel or other expenses which may be allowed for the conduct of official business.

ARTICLE 26 – DURATION

This Agreement shall be effective June 1, 2018 and shall remain in full force and effect for a period of three (3) years (i.e., until April 30, 2021), and from year to year thereafter unless either party gives notice, not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of its intent to terminate, alter, or amend the Agreement.

FOR THE CITY OF LEXINGTON:

By:  _____

Mayor 6/7/2018
Title Date

By:  _____

City Administrator 6/8/18
Title Date

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 5, LOCAL 2454:

By:  _____

FIELD REPRESENTATIVE 6/11/18
Title AFSCME COUNCIL 5 Date

By:  _____

Plw Steward 6-11-18
Title Date

By:  _____

Deputy City Clerk/Steward
Title Date 6-11-18

By: _____

Title Date

Schedule A - Salary Schedule - 6/1/2018 through 5/31/2019

POSITION		START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
			6 MONTHS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
Administrative Assistant / Permit	2.75%	16.94	17.66	18.39	19.16	19.95	20.79	21.65
Deputy City Clerk	2.75%	21.22	22.11	23.02	23.98	24.99	26.03	27.12
Public Works / Maintenance	2.75%	26.16	26.96	27.75	28.60	29.45	29.73	30.03
Part Time		15.00	15.25	15.50	15.75	16.00	16.25	16.50

Additional Skills Pay - Add to hourly salary as appropriate.

Lead Public Works*** 0.75

Water Supply Operator Certification*** 0.50

Sewer System Certification*** 0.50

Mechanical Training*** 1.50

Schedule A - Salary Schedule - 6/1/2019 through 5/31/2020

POSITION		START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
			6 MONTHS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
Administrative Assistant / Permit	2.50%	17.36	18.10	18.85	19.64	20.45	21.31	22.19
Deputy City Clerk	2.50%	21.75	22.66	23.60	24.58	25.61	26.68	27.80
Public Works / Maintenance	2.50%	26.81	27.63	28.44	29.32	30.19	30.47	30.78
Part Time	2.50%	15.38	15.63	15.89	16.14	16.40	16.66	16.91

Additional Skills Pay - Add to hourly salary as appropriate.

Lead Public Works***	0.75
Water Supply Operator Certification***	0.50
Sewer System Certification***	0.50
Mechanical Training***	1.50

Schedule A - Salary Schedule - 6/1/2020 through 5/31/2021

POSITION		START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
			6 MONTHS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
Administrative Assistant / Permit	2.50%	17.80	18.55	19.32	20.13	20.96	21.84	22.75
Deputy City Clerk	2.50%	22.29	23.23	24.19	25.19	26.26	27.35	28.49
Public Works / Maintenance	2.50%	27.48	28.32	29.15	30.05	30.94	31.24	31.55
Part Time	2.50%	15.76	16.02	16.28	16.55	16.81	17.07	17.34

Additional Skills Pay - Add to hourly salary as appropriate.

Lead Public Works***	0.75
Water Supply Operator Certification***	0.50
Sewer System Certification***	0.50
Mechanical Training***	1.50

