

AGREEMENT BETWEEN

THE CITY OF PLYMOUTH

AND

**MAINTENANCE EMPLOYEES REPRESENTED
BY THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, COUNCIL 5, LOCAL 3445**

January 1, 2018

Through

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ARTICLE I. DEFINITIONS

- 1.1 **EMPLOYER**: The City of Plymouth or its designee.
- 1.2 **EMPLOYEE REPRESENTATIVE**: American Federation of State, County, and Municipal Employees, Council No. 5.
- 1.3 **EMPLOYEE**: A person who has completed the probationary period with the Employer and has been granted regular employment status.
- 1.4 **REGULAR FULL TIME POSITION**: "Regular Full Time" means a group of duties and responsibilities requiring the employment of a person for at least forty (40) hours per week each week throughout the year (2080 per year) and from year to year and which have been defined as regular full time by the Employer in the current budget year.
- 1.5 **REGULAR PART-TIME POSITION**: "Regular Part-time Position" means a group of duties and responsibilities requiring the part-time employment of one person for at least twenty (20) but less than forty (40) hours per week throughout the year, from year to year, and which have been defined as regular part-time by the Employer in the current budget year.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes the EMPLOYEE REPRESENTATIVE as the exclusive representative of an appropriate bargaining unit of all maintenance employees of the Finance, Public Works and Parks Departments, Sewer and Water Maintenance Employees and Automotive Mechanics of the City of Plymouth, Plymouth, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE III. UNION SECURITY

- 3.1 Dues

The EMPLOYER shall deduct twice each month an amount sufficient to provide the payment of regular dues established by the EMPLOYEE REPRESENTATIVE from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the EMPLOYEE REPRESENTATIVE.

The EMPLOYEE REPRESENTATIVE shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld and any fair share assessments authorized by law.

The EMPLOYER, upon written request of the employee shall cancel such dues deductions, and remit the fair share portion in lieu of dues.

Once each month, the EMPLOYER will provide to the President of the bargaining unit a list of employees hired during the previous month containing:

- Name
- Date of hire
- Department
- Employee status (regular or temporary)

The dues remittance shall include a list of employees in the bargaining unit whose dues have been forwarded.

3.2 Official notices

The EMPLOYER agrees to allow the bargaining unit to place a bulletin board in an approved location for the purpose of posting official notices and bulletins. The bargaining unit agrees that it will enforce the following: Items which reflect negatively on the Union, employees or the City of Plymouth, shall not be posted. All posted materials must be approved by an authorized bargaining unit representative. The EMPLOYER shall have no responsibility for any materials posted on the bulletin board.

3.3 Indemnification

The bargaining unit 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 action taken by the EMPLOYER under all provisions of this Article.

3.4 Representation

The EMPLOYER agrees to recognize stewards certified by the bargaining unit as provided in this section subject to the following:

There shall be no more than four stewards.

The bargaining unit will provide a list of officers and stewards who are authorized to investigate and present grievances to the EMPLOYER. The list will remain in effect until the bargaining unit provides a replacement(s) for an office.

The EMPLOYER agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business with notice to the supervisor when such business will commence and when it has ended. Not more than one (1) employee representative (steward or officer) will be authorized time off with pay to investigate or present any one (1) grievance to the EMPLOYER.

Paid interruption of work for Union business shall be limited to the investigation and presentation of grievances to the EMPLOYER at times when the employee is scheduled to work. It is recognized and accepted by the Union and the EMPLOYER that the investigation and 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.

Any other paid interruption of work shall only be allowed if agreed to in advance by the EMPLOYER

ARTICLE IV. EMPLOYER RIGHTS

- 4.1 Except as explicitly limited by a specific provision of this Agreement, the EMPLOYER shall have the exclusive right to take any action it deems appropriate in the management of the City and the direction of the work force in accordance with its judgment. All inherent, statutory and common law management functions and prerogatives which the EMPLOYER has not expressly modified or restricted by specific provision of this Agreement are retained and vested exclusively with the EMPLOYER. The EMPLOYER shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In addition, the EMPLOYER specifically reserves the exclusive right in accordance with its judgment to: hire, promote, transfer, and assign Employees to work; determine the starting and quitting time and the number of hours and days to be worked; maintain the efficiency of Employees: close down buildings or any part thereof or expand, reduce, alter, combine, transfer or cease any job, department, operation or service; subcontract any work done by the Employees, control and regulate the use of equipment and other property of the EMPLOYER; determine the number, location and operation of buildings, and divisions and departments thereof, the assignment of work and the size and composition of the work force, make or change rules, policies; introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City, direct the Employees and establish terms and conditions of employment, except as expressly modified or restricted by specific provision of this Agreement. The EMPLOYER'S non exercise of any function hereby reserved to it or its exercising any such function in a particular way shall not be deemed a waiver of its right to exercise such function or to preclude the EMPLOYER from exercising the same in some other way not in conflict with the express provisions of this Agreement. The EMPLOYEE REPRESENTATIVE agrees that it shall not establish or attempt to enforce upon the EMPLOYER, or any Employee, any rule or regulation which would interfere with the recognized right of management to carry out the foregoing provisions.

- 4.2 Effect of Laws, Rules and Regulations. The EMPLOYEE REPRESENTATIVE recognizes that all Employees covered by this Agreement shall perform the services prescribed by the EMPLOYER and shall be governed by the laws of the State of Minnesota, and the EMPLOYER rules, regulations, directives and orders, issued by properly designated officials. The EMPLOYEE REPRESENTATIVE also recognizes the right, obligation and duty of the EMPLOYER and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the EMPLOYER insofar as such rules, regulations, directives and orders do not conflict with the express terms of this Agreement.
- 4.3 Reservation of Management Rights. The enumeration of the rights and duties of the EMPLOYER in this agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in this Agreement are reserved to the EMPLOYER.

ARTICLE V. WORK SCHEDULE

- 5.1 The regular workday for employees shall be eight (8) to ten (10) hours and the normal workweek shall be forty (40) hours, Monday through Friday, provided, however, that nothing contained herein shall be construed as a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees. The regular work day shall be 6 a.m. to 5 p.m. Monday through Friday for employees assigned to the maintenance facility and from 6 a.m. to 1 a.m. Sunday through Saturday for employees assigned to the Ice Center and to Plymouth Creek Center. Shift changes to outside these hours require a seven (7) calendar day notice.
- 5.2 Service to the public may require the establishment of regular shifts for some Employees other than the normal eight (8) hour day. The EMPLOYER will give eighteen (18) hours advance notice to the employees affected by the establishment of such shifts except where emergency or unusual circumstances (including but not limited to fire, flood, snow, sleet, or breakdown of municipal equipment or facilities) in the supervisor's judgment warrant shorter notification.
- 5.3 The EMPLOYER may require the establishment of a regular work week that schedules work on Saturdays and/or Sundays.

ARTICLE VI. NON-DISCRIMINATION.

- 6.1 The parties agree that their respective policies will not discriminate against any employee covered by this Agreement. Violations of this article are not arbitrable.

ARTICLE VII. SUBCONTRACTING NOTICE

- 7.1 Nothing in this Article limits the rights of the EMPLOYER to exercise its clearly stated right to subcontract work set forth in Article 4.1. This Article sets forth only the notice requirements if the EMPLOYER exercises its right to subcontract work.
- 7.2 Subcontracting shall be defined to include only work which would cause one or more of the currently filled positions of regular full time employees to be eliminated.
- 7.3 Upon determination by the City Manager that the EMPLOYER may consider subcontracting, a fifteen (15) calendar day notice will be provided to the bargaining unit. If requested by the bargaining unit, the EMPLOYER will meet and confer with the bargaining unit. The EMPLOYER will give the bargaining unit thirty (30) calendar days notice that it will subcontract work. This notice is not required if an emergency or unusual circumstances (including but not limited to fire, flood, snow, sleet, or breakdown of municipal equipment or facilities) in the EMPLOYER's judgment warrant shorter notification.

ARTICLE VIII. SENIORITY - JOB POSTING

- 8.1 The policy of seniority is formulated to give regular, full-time employees with longer periods of service an opportunity for promotion, and also give all employees a feeling of security.
- 8.2 There shall be a master seniority list established which shall include all regular employees in the bargaining unit. Following successful completion of the probationary period, the EMPLOYER shall place the employee on the seniority list, the date of seniority shall be the date of last hire as a regular employee. In the event of layoff due to lack of work, regular employees with the least seniority shall be the first to be laid off, providing the employees remaining on the payroll are qualified to perform the work remaining to be done, which qualification shall be determined by the EMPLOYER. In the event of a call back the last employee laid off shall be the first to be called back, subject to the EMPLOYER determination that the employee(s) called back is/ are qualified to perform the work assignments.
- 8.3 The EMPLOYER shall have the right to remove the names of employees from the seniority list for those employees who have quit their employment, have been discharged, have retired or have been laid off for more than one (1) year.
- 8.4 In the event of a job opening, an announcement shall be posted for five (5) working days prior to advertisement of the position, giving employees of the bargaining unit the

opportunity to apply for the job opening. The most senior of those indicating interest shall be given first consideration.

The posting shall specify if the opening is for transfer only. Only regular full time employees will be considered for such opportunities.

If there are more than two (2) sequential openings, the posting time for subsequent openings will be five (5) calendar days. Regular employees who hold the same job classification in another department or division, and are qualified for the job, shall be granted an interview. However, the EMPLOYER shall in no case be required to employ such most senior employee and the EMPLOYER reserves the right to select the most qualified candidate which qualification the EMPLOYER shall determine. Selection of a regular employee for a transfer or promotion will in no case set a precedent for the future nor be considered a past practice.

- 8.5 Employees selected for a higher class position shall fulfill a new probationary period of six (6) months. Should the employee be deemed in the sole discretion of the EMPLOYER not to be suited for the higher class position during the probationary period, then the Employee shall be reassigned to his formerly held position without loss of seniority.

ARTICLE IX. OVERTIME, COMPENSATORY TIME OFF, OVERTIME SELECTION AND STANDBY PAY

Overtime

- 9.1.1 Hours worked in excess of: (1) eight (8) within a twenty-four (24) hour period, except for shift changes; (2) or more than ten (10) hours if the City elects to work four (4) ten (10) hours days; (3) or more than forty (40) hours within a seven (7) day period, will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate provided however that the premium pay provided in Article 25.4 shall be added to the employee's regular base pay rate for calculation of overtime hours. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked. Time worked for the purposes of calculating overtime shall include regular hours worked and annual leave. Supervisors shall not be assigned overtime hours unless non-supervisory employees are given first choice for such overtime or in case of emergencies.

Compensatory Time Off

- 9.1.2 Employees may accrue and use up to 64 hours of compensatory time off annually. An employee may not use more than 24 hours of compensatory time off consecutively.

An employee who qualifies for extended illness leave under the terms of this labor agreement may use up to 64 hours of compensatory time off in lieu of annual leave or unpaid leave.

Each calendar year an employee may request to "cash out" up to 20 hours of compensatory time off per calendar year. If a payout is requested, compensatory time off will be paid as taxable income on pay periods one and fourteen.

Standby time may be placed in the compensatory time off bank. It is earned at straight time and will be placed in the compensatory bank at straight time.

Management shall retain the right to determine whether overtime or standby time will be compensated in cash. Supervisors will notify employees at the time overtime is offered whether it can be banked as compensatory time off.

All compensatory time off over 40 hours will be paid in cash on the last pay period of the year.

Standby Pay

A regular full time employee represented by this contract may be required to work overtime. Overtime will be assigned by qualifications and seniority.

- 9.2.1 Regular full time employees represented by this contract within the division requiring the overtime will be first sought, then regular full time employees represented by this contract within the department.
- 9.2.2 If an adequate number of regular full time employees represented by this contract are not obtained to perform the work, regular full time employees represented by this contract from other departments will be sought.
- 9.2.3 If an adequate number of regular full-time employees represented by this contract cannot be obtained to perform the work, seasonal employees represented by this contract will be sought.
- 9.2.4 If there is still an inadequate number of regular full time employees represented by this contract to perform the work, regular full time employees within the division requiring the overtime who are qualified to perform the work and who have the least seniority will be required to work.
- 9.2.5 If there is still an inadequate number of regular full time employees represented by this contract to perform the work, regular full time employees within the department requiring the overtime who are qualified to perform the work and who have the least seniority will be required to work.
- 9.2.6 If still there are an inadequate number of regular full time employees represented by this contract to perform the work, regular full time employees

represented by this contract who are qualified to perform the work and who have the least seniority will be required to work.

9.2.7 If there is still an inadequate number of regular full time employees represented by this contract to perform the work, any employee represented by this contract who is qualified to perform the work and who has the least seniority will be required to work.

9.2.8 Employees will provide the Employer with one telephone number which may be updated every six months or when the carrier changes their telephone number.

Standby Pay

Parks & Forestry Maintenance Workers

9.3.1 Parks & Forestry Maintenance workers who are required by the EMPLOYER to be on standby from the end of the shift Friday to the beginning of the shift the following Monday shall receive nine (9) hours straight time pay for each such weekend. Employees who are required by the EMPLOYER to be on standby on holidays contiguous to the weekend shall receive four (4) hours straight time pay for each such day of standby duty. For holidays not contiguous to a weekend, the employee shall receive six (6) hours straight time pay. Holiday premium pay will be prorated based on an eight (8) hour holiday and may not be pyramided. An employee on standby shall be available to respond.

The Parks & Forestry Maintenance Workers so designated may find a substitute for any part of the assigned hours. However, only full day substitutions (4 hours for Saturday and 5 hours for Sunday) shall be paid by the Employer to the substitute. Partial day substitutions may be traded or compensated by the employee designated to work the standby. Except for unforeseen circumstances, the employee's supervisor must be notified forty-eight hours in advance and must approve any substitution.

Streets and Utilities Maintenance Workers

9.3.2 Streets and Utilities Maintenance workers who are required by the EMPLOYER to be on standby from the end of the shift Friday to the beginning of the shift the following Monday shall receive ten (10) hours straight time pay for each such weekend. Employees who are required by the EMPLOYER to be on standby on holidays contiguous to the weekend shall receive four (4) hours straight time pay for each such day of standby duty. For holidays not contiguous to a weekend, the employee shall receive six (6) hours straight time pay. Holiday premium pay will be prorated based on an eight (8) hour holiday and may not be pyramided. An employee on standby shall be available to respond.

The Streets and Utilities Maintenance Workers so designated may find a substitute for any part of the assigned hours. However, only full day substitutions (5 hours) shall be paid by the Employer to the substitute. Partial day substitutions may be traded or compensated by the employee designated to work the standby. Except for unforeseen

circumstances, the employee's supervisor must be notified forty-eight hours in advance and must approve any substitution.

Utilities Maintenance Workers

- 9.3.4 The Utilities Maintenance Worker designated to standby on weekends shall also be responsible for taking calls during the week, beginning at 3pm on Wednesday and ending at 7 a.m. the following Wednesday. The employee must respond within one hour to such a call. The one-hour response shall be based on normal traffic and weather conditions. For this additional duty the employee shall receive an additional 10 hours of straight time pay. However, if the workweek has a designated holiday, the employee will receive the appropriate holiday premium. Holiday premium pay will be prorated based on an eight (8) hour holiday and may not be pyramided.
- 9.3.5 The Utilities Maintenance Worker so designated may find a substitute for any part of the assigned hours. However, only full day substitutions (2 hours) shall be paid by the Employer to the substitute. Partial day substitutions may be traded or compensated by the employee designated to work the standby. Except for unforeseen circumstances, the employee's supervisor must be notified forty-eight hours in advance and must approve any substitution.
- 9.3.6 In addition, an employee assigned to standby duty may be responsible for checking certain facilities. When assigned, Utilities Maintenance Employees responsible for such checking responsibility shall be paid at the rate of one and one-half (1-1/2) times their regular straight-time hourly rate for actual hours worked.

Utility Operators

- 9.3.7 Utility Operators who are required by the EMPLOYER to be on standby from the end of the shift Friday to the beginning of the shift the following Monday shall receive five (5) hours straight time pay for each such weekend. Employees who are required by the EMPLOYER to be on standby on holidays contiguous to the weekend shall receive four (4) hours straight time pay for each such day of standby duty. For holidays not contiguous to a weekend, the employee shall receive six (6) hours straight time pay. Holiday premium will be prorated based on an eight (8) hour holiday and may not be pyramided. An employee on standby shall be available to respond.
- 9.3.8 The Utility Operator designated to standby on weekends shall also be responsible for taking calls during the week, beginning at 3pm. on Wednesday and ending at 7 a.m. the following Wednesday. The employee must respond within one hour to such a call. The one-hour response shall be based on normal traffic and weather conditions. For this additional duty the employee shall receive an additional 5 hours of straight time pay. However, if the workweek has a designated holiday, the employee will receive the appropriate holiday premium.

- 9.3.9 The Utility Operator so designated may find a substitute for any part of the assigned hours. However, only full day substitutions (1 hour) shall be paid by the Employer to the substitute. Partial day substitutions may be traded or compensated by the employee designated to work the standby. Except for unforeseen circumstances, the employee's supervisor must be notified forty-eight hours in advance and must approve any substitution.

Mechanics

- 9.3.10 Mechanics who, as determined by the Fleet Supervisor, may be required by the EMPLOYER to be on standby from the end of the shift Friday to the beginning of the shift the following Monday shall receive ten (10) hours straight time pay for each such weekend. Employees who are required by the EMPLOYER to be on standby on holidays contiguous to the weekend shall receive four (4) hours straight time pay for each such day of standby duty. For holidays not contiguous to a weekend, the employee shall receive six (6) hours straight time pay. Holiday premium pay will be prorated based on an eight (8) hour holiday and may not be pyramided. An employee on standby shall be available to respond.

The mechanic so designated may find a substitute for any part of the assigned hours. However, only full day substitutions (5 hours) shall be paid by the Employer to the substitute. Partial day substitutions may be traded or compensated by the employee designated to work the standby. Except for unforeseen circumstances, the employee's supervisor must be notified forty-eight hours in advance and must approve any substitution.

Call Back Pay

- 9.4 An employee called back to work at a time other than his normally scheduled shift shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's regular base rate. Reporting early for a shift or an extension of a shift shall not qualify for this minimum. A Utility Operator who receives a notice of a problem shall first attempt to determine whether the problem can be corrected on-line or can be handled during regular hours or by the Maintenance Worker on call. If he is not required to return to the job site, he shall record the time used to handle the call and shall report such calls on his time sheet whenever the accrued time equals an hour or more.

Call Out Pay

- 9.5 Any employee who is called out and required to work between 10:30 p.m. and 4:00 a.m. shall be compensated at \$50.00 for the first such callout. If an employee is subject to more than five (5) such callouts within one calendar year, such employee shall receive an additional \$50.00. Employees regularly scheduled to work a shift which includes

these hours are not eligible for this premium. Call out pay will be paid on the first call out and on every fifth call out thereafter.

ARTICLE X. DISCIPLINE

- 10.1 New Employees and Employees who have been rehired shall be on a six (6) month probationary period and may be disciplined or discharged by the EMPLOYER in its sole and exclusive discretion at any time during such six (6) months' probationary period. Employees who have completed the probationary period may be suspended or discharged for just cause.
- 10.2 Discipline may be in one or more of the following forms:
- (a) Oral reprimand;
 - (b) Written reprimand;
 - (c) Suspension;
 - (d) Demotion;
 - (e) Discharge.
- 10.3 Notices of suspension, demotions, and discharges will be in written form and will state the reasons for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted. The EMPLOYEE REPRESENTATIVE and the Union President will be provided with a copy of all written reprimands, notices of suspension, demotion, or discharge.
- 10.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.

ARTICLE XI. GRIEVANCE PROCEDURE

- 11.1 A "grievance" is a claim or complaint by an Employee and/or the EMPLOYEE REPRESENTATIVE over the interpretation or application of the express terms of this Agreement.
- 11.2. All grievances, after the first step, shall be presented in writing and contain the following elements:
- 11.21 Name of the aggrieved Employee.
 - 11.22 Reference to the specific portion of the Agreement at issue in the grievance.

- 11.23 The nature of the grievance, when it took place, and the informal actions taken in an attempt to resolve it.
- 11.24 Requested action of the EMPLOYER to resolve the grievance.
- 11.3 Waiver of Grievance. The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be accepted by the EMPLOYER unless it is submitted or appealed within the time limits set forth in Section 11.6 of this Agreement. If the grievance is not submitted within the timelines at Step 1 it shall be deemed waived. If the grievance is not appealed within the timelines set forth in Step 2 and above it shall be considered to have been settled in accordance with the EMPLOYER's last answer.
- 11.4. Any grievance arising from a decision or interpretation of the provisions of this Agreement made at a given level cannot be grieved at a lower level.
- 11.5 The number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by mutual agreement in writing.
- 11.6 Grievance Procedure
- 11.61 Step 1. Oral Notice to Immediate Supervisor Not later than ten (10) working days after the Employee knew or should have known the act or condition on which the grievance is based, the employee must discuss the grievance with his/her immediate supervisor. The immediate supervisor shall within ten (10) working days orally respond to the employee.
- 11.62 Step 2. Written Grievance to Manager If the employee is not satisfied with the disposition of the grievance by the immediate supervisor, the aggrieved employee, with the EMPLOYEE REPRESENTATIVE, may within five (5) working days of receipt of the disposition of the grievance from the immediate supervisor submit it, in writing, to the next step as determined by the department to which the employee is assigned. Within five (5) working days after receipt of the grievance, the manager shall meet with the aggrieved employee to resolve the grievance. Within ten (10) working days after such meeting, the Manager shall make his/her decision and communicate in writing to the aggrieved employee and the EMPLOYEE REPRESENTATIVE.
- 11.63 Step 3. Written Grievance to Department Director If the employee is not satisfied with the disposition of the grievance by the designated manager as appropriate, the EMPLOYEE REPRESENTATIVE may within five (5) working days receipt of the disposition of the grievance from the designated manager submit it to the department director. Within ten (10) working days after receipt of the grievance, the department director shall meet with the

EMPLOYEE REPRESENTATIVE to resolve the grievance. Within ten (10) working days after such meeting, the Director shall make his/her decision and communicate in writing to the aggrieved employee and the EMPLOYEE REPRESENTATIVE.

- 11.64 Step 4. Written Grievance to the City Manager If the EMPLOYEE REPRESENTATIVE is not satisfied with the disposition of the grievance by the department director, the aggrieved employee through the EMPLOYEE REPRESENTATIVE, may within ten (10) working days after receipt of the disposition of the grievance, submit the grievance to the City Manager. Upon receipt of the grievance, the City Manager shall meet with the aggrieved employee and the EMPLOYEE REPRESENTATIVE within ten (10) working days. Within ten (10) working days after such meeting, the City Manager shall make his/her decision and communicate in writing to the aggrieved employee and the EMPLOYEE REPRESENTATIVE.
- 11.7 If the EMPLOYEE REPRESENTATIVE is not satisfied with the disposition of the grievance by the City Manager, the EMPLOYEE REPRESENTATIVE, may institute compulsory binding arbitration proceedings within twenty (20) calendar days according to the following conditions and regulations.
- 11.8 The grievance shall be submitted to the Bureau of Mediation Services within 90 days of the date of the city's 4th step response requesting arbitration before an arbitrator. In the event the EMPLOYER and the EMPLOYEE REPRESENTATIVE cannot agree upon the selection of the arbitrator within five (5) calendar days, the Director of the Bureau of Mediation Services may be requested by either party to submit a list of seven (7) persons from which the arbitrator shall be selected. The parties shall alternately strike one name from the list of seven (7) names. The last remaining name shall serve as the arbitrator.
- 11.9 No decision shall be made by the arbitrator without the participation of the representative of both the aggrieved party and the EMPLOYER, unless, in the judgment of the arbitrator, either the EMPLOYER or the aggrieved party is unnecessarily delaying arbitration proceedings (and after due notice of such judgment by the arbitrator to both parties hereto), in which case decisions may be reached without the participation of the party causing the delay.
- 11.10 The arbitrator shall be empowered, except as his/her powers are limited below, to make a final binding decision in case of alleged violation of rights expressly accorded by this Agreement. Limitations on the power of the arbitrator are as follows:
- 11.10.1. He/she shall have no power to add to or subtract from or modify any of the terms of this Agreement.

- 11.10.2. He/she shall have no power to establish or change wage rates or change or establish any fringe benefits.
- 11.10.3. He/she shall have no power to decide any question, which under this agreement, is within the right of management to decide, which shall include, but is not limited to such areas of discretion of policy as the functions and programs of the EMPLOYER: its overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel, except as these rights may be especially conditioned by this agreement.
- 11.11 All fees and expenses of the arbitrator shall be shared equally by the EMPLOYER paying one-half (1/2) of such fees and expenses and the EMPLOYEE REPRESENTATIVE paying one-half (1/2). Each party to the arbitration procedure shall be responsible for compensating its own representatives and spokespersons and all expenses incurred in preparing and presenting its arbitration case.
- 11.12 The arbitrator shall have no right to require the EMPLOYER, the EMPLOYEE REPRESENTATIVE, or any Employee to perform any act contrary to law or contrary to the provisions of this Agreement.
- 11.13 All decisions rendered shall be in writing, dated, and shall set forth the decision and reason for the decision and be transmitted promptly to the EMPLOYEE REPRESENTATIVE and to the EMPLOYER.

ARTICLE XII. HOLIDAYS

- 12.1 Holiday leave is authorized absence from duty with pay granted all regular and regular probationary employees. A holiday will be paid as eight (8) hours regardless of the length of the shift employees are assigned. The following are official holidays for all regular employees:

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

The EMPLOYER shall issue a list of official holidays and the dates on which they will be observed in December of the year prior to when they holidays will be observed.

- 12.2 Employees will be entitled to receive pay for official holidays at their normal straight-time rates, provided they work the department's last regular shift to which they would be assigned prior to the holiday and the department's first regular shift to which they would be assigned following the holiday, or are on authorized paid leave. All regular part-time employees who have completed probation will be eligible to receive pro-rata pay for designated holidays.
- 12.3 Work performed on an observed holiday will be compensated at two times the straight time rate.
- 12.4 When a holiday falls upon a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls upon a Sunday, the following Monday shall be observed as the holiday.
- 12.5 In addition, four (4) hours will be granted on the latter half of the last working day prior to Christmas Day.
- 12.6 During the week of a holiday, the Employer will adjust schedules for employees working other than an 8 hour shift so that they do not have to use other paid leave to supplement holiday pay.

ARTICLE XIII. ANNUAL LEAVE

13.1 Annual Leave Accrual.

Annual leave benefits shall accrue according to the following schedule for regular and probationary full time employees:

<u>Years of Employment</u>	<u>Leave Accrued Per Year in Hours</u>
During 0- 5	142
During 6 -10	182
After 10	190
After 11	198
After 12	206
After 13	214
After 14	222
After 15	230
After 16+	238

Regular part-time employees shall accrue annual leave pro rata based on their budgeted hours if they are budgeted for a minimum of 1040 hours per year.

13.2. Administration of Annual Leave

13.21 An employee shall not have more than 480 hours of annual leave accrued at any time unless a written request has been submitted to and approved by the City Manager prior to such accrual.

13.22 Employees may not use annual leave until it has been credited to the employee's bank in the payroll system.

13.23 Accumulated annual leave cannot be transferred from one employee to another, except as provided in the Personnel Policy, Annual Leave/Vacation Donation section.

13.24 Annual leave shall not be earned by an employee during leaves of absence without pay when such leaves are in excess of ten (10) consecutive working days. An employee receiving either short term or long term disability insurance is considered to be on leave without pay for the purposes of this section.

13.25 Annual leave will take two forms:

- a) Planned leave which will be scheduled in advance with the supervisor's approval giving preference to the senior employee's request.
- b) Unplanned leave which will require notification of the supervisor within 30 minutes of the employee's scheduled work day if the employee is not at work or notification of the supervisor before leaving work.

13.26 Annual leave may be used in increments of one hour or more.

13.27 If unplanned leave shows a pattern suggesting abuse, the supervisor shall notify the employee of his/her concern. If such abuse continues, the employee shall be warned in writing that such continued abuse may be cause to deny future unplanned leave requests without a physician's note.

ARTICLE XIV. EXTENDED ILLNESS LEAVE

14.1 Extended illness leave is designed to meet the needs of an employee who suffers from an illness or injury that requires convalescence over an extended period of time.

14.2 **Definitions:** For the purposes of extended illness leave policy, the following terms shall have the meanings provided below.

"Extended illness" means a state of incapacity due to personal illness or accidental bodily injury to a regular employee except for illness or accidental bodily injury incurred while self-employed or employed by other than the City, which requires the regular and personal attendance of a licensed physician and/or which prevents an employee from performing substantially all of the duties of his/her position.

"Extended illness leave" is authorized absence from duty with pay granted regular employees who have successfully completed the probationary period of employment with the City and who become ill or disabled. Extended illness leave may be used by an employee having more than 6 month's continuous employment with the City to provide care to employee's child during periods of illness in accordance with all provisions of this policy including the 21 day waiting period. If an employee exhausts his/her annual leave balance extended illness leave may also be used in conjunction with an authorized FMLA leave at the EMPLOYER'S option. Extended illness leave is not a right which an employee may use at the employee's discretion. Extended illness leave shall be allowed by the EMPLOYER only in the case of verified necessity and actual need. The purpose of any extended illness leave is to provide income continuation during that period of time when the employee is unable to perform substantially all of the duties of a position which the employee holds.

14.3 **Accrual**

Extended illness leave shall be accrued from date of hire until the completion of 15 years of employment at 1.54 hours per pay period (40 hours per year).

Such accrual will be adjusted on a pro-rata basis if an employee is hired or authorized to work less than full time (40 hours per week). Extended illness leave accrual will cease if an employee is on leave of absence without pay for ten (10) or more consecutive days. An employee receiving either short term or long term disability insurance is considered to be on leave without pay for the purposes of this section. Extended illness leave, once used, may not be replenished.

14.4 **Administration**

14.41 Extended illness leave shall be used only if an employee is ill or injured and is on leave due to a physician certified illness or injury for 21 consecutive days or more. Such extended illness leave shall be administered as described below.

- 14.42 Employees may not use extended illness leave until it has been credited to the employee's bank in the payroll system.
- 14.43 Employees shall be required to use all available extended illness leave before becoming eligible for short term disability insurance benefits.
- 14.44 To be eligible to receive extended illness leave benefits, an employee shall inform the Human Resources Manager of his/he need to take extended illness leave. Employees are responsible for keeping the EMPLOYER advised on at least a weekly basis of their status to remain eligible for paid benefits.
- 14.45 The EMPLOYER reserves the right to have its own physician examine the employee periodically to render an opinion on whether the employee is able to return to productive work with the EMPLOYER. If, in the EMPLOYER'S sole judgment, an employee is deemed to be able to resume productive work for the City, the employee shall be directed to report to an appropriate work assignment. If the employee fails to report for work as directed, paid benefits shall be terminated upon recommendation of the Human Resources Manager and approval of the City Manager.
- 14.46 When an employee requests extended illness leave, a physician's statement may be required by the EMPLOYER prior to the employee's return to work. The physician's statement must indicate the nature and length of the disability, any restrictions which the disability places upon the employee's ability to perform the work of the position and attest to the employee's ability to return to work. An employee who has been asked by the EMPLOYER to provide such a statement shall not continue receiving benefits until he/she has complied with this provision.
- 14.47 An employee who makes a false claim for extended illness leave benefits shall be subject to disciplinary measures.
- 14.48 While receiving paid benefits under this section the employee will continue to accrue annual leave and receive city contributions to retirement and insurance programs sponsored by the City in which the employee participates.
- 14.49 Except as provided below, extended illness leave balances shall not be converted to any other form, i.e., cash, annual leave, or any other thing of value at any time for any purpose for any employee.
- 14.5 For those who converted time from mid term disability (MTD) to extended illness leave:
- Employees with more than 600 hours of extended illness leave

Upon retirement, with a full or reduced PERA pension, an employee with over 600 hours of extended illness leave may opt to convert hours up to 460 to annual leave at ½ their value (230 hours of annual leave). No more than 480 hours may be in the annual leave bank at any time, including termination.

ARTICLE XV. FUNERAL LEAVE

- 15.1 Funeral leave may be granted to probationary or regular full-time City employees by the employee's immediate supervisor. To be eligible for funeral leave an employee must furnish adequate proof that a death has occurred within the employee's immediate family.
- 15.2 The term "immediate family" shall include the spouse, domestic partner, parents, step parents, child, stepchild, grandchild, step grandchild, siblings and step siblings of the employee, or grandparents of the employee or spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, step aunt, uncle or step uncle.
- 15.3 A "domestic partner" must be registered with the Human Resource Manager prior to the use of requested leave. Registration is by signed affidavit of the employee and the domestic partner.
- 15.4 Paid funeral leave may be granted for one, two, three or four work days where the supervisor concludes such leave is warranted provided that not more than four days (32 hours) of paid funeral leave per calendar year, to be accrued on January 1 of each year, shall be allowed. The immediate supervisor shall grant or deny such requests.

ARTICLE XVI. JURY DUTY

- 16.1 Employees called and selected for jury service shall receive their regular compensation and other benefits less the amount of jury or witness fees. Money received by the employee for mileage fees with respect to jury service shall not be deducted from his/her regular compensation.

ARTICLE XVII. SPECIAL STATUTORY LEAVES OF ABSENCE

- 17.1 Family medical leave, parental leave and other statutory leaves shall be administered as per the applicable section of the EMPLOYER'S current Personnel Policy.

ARTICLE XVIII. LONG-TERM DISABILITY

- 18.1 **Eligibility for Long Term Disability.** Long term disability leave is authorized absence from duty with pay granted regular full-time employees of the City. Long-term disability benefits shall be available to eligible regular full-time employees based exclusively upon the terms and conditions contained in the contract with the City and its long-term disability insurer. The terms and benefits under the program are subject to change from time to time. A complete copy of the contract dealing with the terms and conditions for the long-term disability benefits program shall be on file with the Human Resources and shall be available for review by employees.
- 18.2 **Benefits.** The current issued long-term disability program provides for the following benefits.
- 18.21 **Elimination Period.** Benefits are payable commencing with the 91st calendar day of disability.
- 18.22 The eligible employee shall receive approximately two-thirds of the employee's regular straight time compensation as of the date the disability commenced, to a maximum of 6,000 per month subject to coordination with any and all other disability benefits whether provided by the city, private firms, or another public agency.
- 18.23 When on approved paid long-term disability leave the employee shall not receive city contributions to retirement and insurance programs nor will the employee accrue annual leave, extended illness leave, holiday pay, or be considered as time in active service unless this paragraph is specifically waived by the City Manager.

ARTICLE XIX. INSURANCE

The EMPLOYER will select and provide group health with benefits substantially the same as presently exist for the duration of this Agreement.

19.1 Beginning January 1, 2018, the formula for premium contributions by the EMPLOYER is reflected in the table below.

Health Insurance - 2018						
		Total Monthly Premium	City Contribution to Premium	City Contribution to VEBA	Total City Contribution	Employee Contribution to Premium
Plan1	\$2,500/80% - Achieve					
	Single (\$2,500 Deductible)	\$544.44	\$544.44	\$187.50	\$731.94	\$0.00
	Family (\$5,000 Deductible)	\$1,360.28	\$932.44	\$187.50	\$1,119.94	\$427.84
	Out of Pocket Max: Single \$4,000; Family \$8,000					
Plan2	\$2,500/80% - Open Access					
	Single (\$2,500 Deductible)	\$579.19	\$579.19	\$187.50	\$766.69	\$0.00
	Family (\$5,000 Deductible)	\$1,447.10	\$932.44	\$187.50	\$1,119.94	\$514.66
	Out of Pocket Max: Single \$4,000; Family \$8,000					
Plan3	\$2,250/100% - Achieve					
	Single (\$2,250 Deductible)	\$617.59	\$617.59	\$187.50	\$805.09	\$0.00
	Family (\$4,500 Deductible)	\$1,543.03	\$932.44	\$187.50	\$1,119.94	\$610.59
Plan4	\$2,250/100% - Open Access					
	Single (\$2,250 Deductible)	\$657.01	\$657.01	\$187.50	\$844.51	\$0.00
	Family (\$4,500 Deductible)	\$1,641.52	\$1,020.75	\$187.50	\$1,208.25	\$620.77
Note: Employees who waive health insurance and are covered by a spouse's or parent's group health plan receive \$353 per month into a VEBA account.						

2019 – Plans 1- 3

- Single: employer pays 100% of premium.
- Family: employer and employee split increase or decrease in premium 50/50.

2019 - Plan 4

- Single: employer pays 100% of premium.
- Family: employer contribution to premium is \$1,094.62 regardless of increase or decrease in premium. Employee pays any remaining premium.

2020 – Plans 1 – 4

- Single: employer pays 100% of premium.
- Family: employer and employee split the increase or decrease in premium 50/50.

19.2 In the event the premiums are increased beyond the maximum contributions provided by the EMPLOYER above, such increases shall be paid by the employee through payroll deduction. Regular part time employees who are budgeted for more than 1040 hours per year are eligible for a pro-rata share of the EMPLOYER'S contribution.

- 19.5 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as comply with the Act and avoid any penalties, taxes or fines for the Employer. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. § 179A.06, and the rights and obligations of the Employer shall be subject to the provisions of Minn. Stat. § 179A.07.
- 19.6 The EMPLOYER will select and provide one or more group dental insurance plans.
- If an employee selects either of the single VEBA health plans or waives health coverage, the Employer shall pay the cost of single or family dental insurance premiums.
- 19.7 If regular part-time employees who receive a pro-rata share do not expend their pro-rata share on single health and dental premiums, the remainder up to the maximum for regular full time employees may be directed to a VEBA account.
- 19.8 If IRS Code, Section 457, is repealed or changed the EMPLOYER shall no longer provide such compensation.
- 19.9 The EMPLOYER will provide for the term of this contract, term life insurance and accidental death and dismemberment insurance in the total face amount of \$50,000. The EMPLOYER will pay a sum not to exceed \$20.00 per month for the foregoing coverage. In the event the premium is increased beyond the maximum contribution provided by the EMPLOYER above, such increase shall be paid by the Employee through payroll deduction.
- 19.9 All employees of the unit eligible for long-term disability insurance coverage shall pay, through payroll deduction, the full cost of such coverage

ARTICLE XX. HEALTH CARE SAVINGS ARRANGEMENT FOR RETIRING EMPLOYEES

- 20.1 Members of the bargaining unit are eligible to participate in the health care savings arrangement for retiring employees as described in Section 3-15 of the Personnel Policy.

ARTICLE XXI. UNIFORMS

- 21.1 The EMPLOYER agrees that in the event it requires employees to wear uniforms, it shall supply and maintain such uniforms.

ARTICLE XXII. CERTIFICATION AND LICENSES

- 22.1 The EMPLOYER shall reimburse employees for required certifications/licenses, including renewals.
- 22.2 The EMPLOYER shall reimburse the Employee for the cost of the difference between a Class D Minnesota Driver's License and the cost of the required license and endorsements required by the EMPLOYER for the position.

ARTICLE XXIII. SEASONAL LABORER

- 23.1 Definition: Seasonal laborer is an employee employed for seven (7) months or less within a twelve (12) month period, but more than 67 work days and fourteen (14) hours per week. Seasonal laborer does not include employees exempted from the 67 day requirement, due to their student status by M.S. 179A.03 Subd. 14(f).
- 23.2 Seasonal laborers shall be covered only by those provisions of this agreement relating to:
 - Article 5 - Work Schedule
 - Article 9 - Overtime - Standby
 - Article 21 - Uniforms
 - Article 23 – Seasonal Laborer
- 23.3 If the Union requests to meet and confer on discipline meted out to a seasonal laborer, the Employer agrees to meet and confer.
- 23.4 Seasonal laborers may work in any of the City's maintenance divisions. No more than twenty-six (26) such employees will work at any one time.
- 23.5 A full-time maintenance employee would not be laid off before a non-regular or regular part-time maintenance laborer working in that division.
- 23.6 The EMPLOYER will give non-regular maintenance laborers the opportunity to indicate their interest in a regular full-time job opening for which they are qualified by their work experience with the City of Plymouth by posting all such openings. The most qualified will be given first consideration. The EMPLOYER reserves the right to offer the regular full-time opening to the most qualified applicant which qualification the employer shall determine.
- 23.7 Each seasonal laborer position will work no more than 160 working days per year during the period between April 1 and November 1, except that two seasonal employees may continue working at the yard waste site beyond these dates, and the city may hire or retain seasonals beyond these dates when there is a need to backfill for a regular position when the regular employee is on extended leave.

- 23.8 Seasonal laborers who have completed at least one full season (seven months) will be entitled to receive pay for the following official holidays at their normal straight time rates, provided they work the full work week in which the holiday falls. If the holiday is worked, the employee will be entitled to another eight hour day off. They will not be entitled to double pay for the holiday.

Memorial Day
Independence Day
Labor Day

- 23.9 The following 2018 Seasonal Laborer wage rates reflect a 1% increase over the previous year's wage rates and shall be effective on pay period one of 2018:

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
\$12.97	\$13.46	\$14.00	\$14.54	\$15.13	\$15.72	\$16.34

The following 2019 Seasonal Laborer wage rates reflect a 1% increase over the previous year's wage rates and shall be effective on pay period one of 2019:

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
\$13.10	\$13.59	\$14.14	\$14.69	\$15.28	\$15.88	\$16.50

The following 2020 Seasonal Laborer wage rates reflect a 1% increase over the previous year's wage rates and shall be effective on pay period one of 2020:

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
\$13.23	\$13.73	\$14.28	\$14.84	\$15.43	\$16.04	\$16.67

Seasonal laborers currently over the pay schedule rate, will receive no adjustment during the contract term.

- 23.10 No seasonal worker will make more than the "start" rate for a regular maintenance worker.

- 23.11 In accordance with statute, seasonal laborers will be assessed fair share contributions by AFSCME, Council 5.

ARTICLE XXIV. MAINTENANCE HELPER/ICE ARENA

The following shall apply to temporary employees who work at the Ice Arena and who meet the requirements of Article 2.1:

24.1 Employees must work 1040 hours to achieve their first step increase, 2080 hours to achieve a second step increase and 2080 hours for every step increase thereafter. Breaks of employment of more than 30 calendar days will require the establishment of a new appointment date for purposes of this agreement. Employees must also achieve a satisfactory or above performance evaluation to be eligible for a step increase. The City reserves the right to hire at any step in the range.

24.2 The following 2018 Maintenance Helper wage rates reflect a 1% increase over the previous year's wage rates and shall be effective on pay period one of 2018:

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
\$12.86	\$13.46	\$14.07	\$14.68	\$15.29	\$15.90

The following 2019 Maintenance Helper wage rates reflect a 1% increase over the previous year's wage rates and shall be effective on pay period one of 2019:

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
\$12.99	\$13.59	\$14.21	\$14.83	\$15.44	\$16.06

The following 2020 Maintenance Helper wage rates reflect a 1% increase over the previous year's wage rates and shall be effective on pay period one of 2020:

<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
\$13.12	\$13.73	\$14.35	\$14.98	\$15.59	\$16.22

24.3 Maintenance Helpers shall be covered only by those provisions of this agreement relating to Uniforms and Wages.

24.4 Maintenance Helpers shall be subject to a probationary period of 1040 working hours. If a Maintenance Helper does not work during a 30 calendar day period and if he/she is rehired he/she must again serve a probationary period.

ARTICLE XXV. WAGES

- 25.1 The job classifications and applicable wage rates therefore are set forth below. Step merit increases will not be considered automatic, rather shall be dependent upon satisfactory work performance evaluation.
- 25.2 Except for the starting wage, all wage rates for employees shall be established by periodic performance evaluation. Performance evaluations will take place after six (6) months, and after one year of active service with the City and annually thereafter (i.e. after 6, 12, 24, 36, 48, and 60 months of employment). Thereafter evaluations will normally be conducted annually. The increase granted shall be determined by the supervisor based upon performance evaluation and the following schedule:

Overall Performance Rating	Pay Increase
1 out of 5	None
2 out of 5	None
3 out of 5	One Step
4 out of 5	One Step
5 out of 5	Two Steps

Each employee's salary and salary progression shall be based upon satisfactory or better performance evaluation. Upon attaining 60 months of employment, an employee shall receive the rate under "7" for the position he/she occupies.

The following 2018 wage rates reflect an increase of 3% over the previous year's wage rates and shall be effective on pay period one of 2018:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Person	\$24.11	\$25.20	\$26.25	\$27.32	\$28.36	\$29.51	\$30.10
Mechanic	\$26.55	\$27.36	\$28.18	\$28.96	\$29.74	\$30.66	\$31.21
Arena Mtce Operator	\$26.55	\$27.36	\$28.18	\$28.96	\$29.74	\$30.66	\$31.21
Utility Operator	\$29.24	\$29.72	\$30.12	\$30.51	\$30.90	\$31.43	\$31.98
Lead Person	\$29.24	\$29.72	\$30.12	\$30.51	\$30.90	\$31.43	\$31.98

The following 2019 wage rates reflect an increase of 3% over the previous year's wage rates and shall be effective on pay period one of 2019:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Person	\$24.83	\$25.96	\$27.04	\$28.14	\$29.21	\$30.40	\$31.00
Mechanic	\$27.35	\$28.18	\$29.03	\$29.83	\$30.63	\$31.58	\$32.15
Arena Mtce Operator	\$27.35	\$28.18	\$29.03	\$29.83	\$30.63	\$31.58	\$32.15
Utility Operator	\$30.12	\$30.61	\$31.02	\$31.43	\$31.83	\$32.37	\$32.94
Lead Person	\$30.12	\$30.61	\$31.02	\$31.43	\$31.83	\$32.37	\$32.94

The following 2020 wage rates reflect an increase of 3% over the previous year's wage rates and shall be effective on pay period one of 2020:

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Maintenance Person	\$25.57	\$26.47	\$27.85	\$28.98	\$30.09	\$31.31	\$31.93
Mechanic	\$28.17	\$29.03	\$29.90	\$30.72	\$31.55	\$32.53	\$33.11
Arena Mtce Operator	\$28.17	\$29.03	\$29.90	\$30.72	\$31.55	\$32.53	\$33.11
Utility Operator	\$31.02	\$31.53	\$31.95	\$32.37	\$32.78	\$33.34	\$33.93
Lead Person	\$31.02	\$31.53	\$31.95	\$32.37	\$32.78	\$33.34	\$33.93

25.3 The EMPLOYER may at its sole discretion hire an employee at Step 1, 2 or 3 of the wage progression.

25.4 Maintenance persons shall receive \$1.10 per hour in addition to their normal base hourly rate for authorized operation of the following equipment:

- Motor graders
- Front end loaders
- Backhoes
- Paver
- Jet vactor
- Bulldozer
- Bucket truck (during operation only)
- Jetter

No premium will be paid for less than 2 hours of continuous work on the equipment. No premium will be paid for training time.

ARTICLE XXVI. SAVINGS CLAUSE

- 26.1 This agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of the agreement shall be held to be 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 provision shall be voided. All other provisions of this agreement shall continue in full force and effect.

ARTICLE XXVII. DURATION

- 27.1 Term of Contract. This contract shall become effective as of January 1, 2018, and shall continue in full force and effect up to and including December 31, 2020.
- 27.2 Effect of Contract. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this contract, are hereby superseded.
- 27.3 Termination or Modification. Either party desiring to terminate or modify this contract must notify the other party in writing at least sixty (60) days but not more than one hundred twenty (120) days prior to December 31, 2020 for wages and conditions of employment for calendar year 2021 or beyond. A notice of desire to modify this contract shall set forth specifically all proposed modifications sought by the party and all clauses of this contract for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications had been given.
- 27.4 Negotiations during Term. The parties mutually acknowledge that during the negotiations which resulted in this contract, each had the opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this contract. For the duration of this contract, the EMPLOYER and the EMPLOYEE REPRESENTATIVE each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this contract, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.
- 27.6 Full Agreement. The EMPLOYER and the EMPLOYEE REPRESENTATIVE agree that this Agreement contains all of the terms and conditions of employment which have been arrived at and that the EMPLOYER shall not be obligated to provide or maintain any terms of conditions of employment not provided herein.

IN WITNESS WHEREOF, the parties have executed this contract as follows:

Byron Wickstrom

Tim Bohmer

Tammy Papp

Sean Bullock 2-23-18

CITY OF PLYMOUTH

V. V. V.
MAYOR

Dore Colleton
CITY MANAGER

APPROVED BY RESOLUTION NO. _____

DATE: