AGREEMENT

between

CITY OF LITCHFIELD

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

January 1, 2019 through December 31, 2021
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ARTICLE I – PREAMBLE

Section 1. Parties and Duration. This Agreement is made and entered into this ___ day of ____________, 2019 by and between the City of Litchfield, hereinafter referred to as the "Employer", and Local No. 70 of the International Union of Operating Engineers, hereinafter referred to as the "Union". This Agreement shall remain in full force and effect for a period commencing on January 1, 2019 through December 31, 2021, and thereafter until modifications are made pursuant to the Public Employment Labor Relations Act of 1971, as amended. If either party desires to modify or amend this Agreement commencing at its expiration, it shall give written notice of such intent no later than ninety (90) days prior to said expiration.

Section 2. Purpose. The Employer and the Union recognize the need to promote an orderly and constructive relationship and that unresolved disputes between the Employer and its employees are injurious to the public as well as the parties involved. Therefore, this Agreement has as its purpose:

Subd. 1. Establish certain hours, wages and other conditions of employment;

Subd. 2. Establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application;

Subd. 3. Specify the full and complete understanding of the parties;

Subd. 4. Place in written form the parties’ agreement upon terms and conditions of employment for the duration of this Agreement;

Subd. 5. Promotion of harmonious relationship between the parties; and

Subd. 6. The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge dedication.
ARTICLE II – RECOGNITION OF EXCLUSIVE REPRESENTATIVE

Section 1. Recognition. The Employer recognizes the Union as the exclusive bargaining representative for all employees within the appropriate bargaining unit.

Section 2. Appropriate Unit. The Union shall represent all employees of the Streets and Parks Division and the Wastewater Treatment Division of the Public Works Department, who are employed for more than fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than one hundred (100) work days per year, excluding supervisory, confidential and all other employees.

Section 3. Unit Clarification. Disputes which may occur over the inclusion or exclusion of new or changed job positions or classifications shall be referred to the State Bureau of Mediation Services for expedient resolution. The decision of the State Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.

Section 4. Exclusivity. The Employer will not meet and confer or meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

ARTICLE III – EMPLOYEE AND UNION RIGHTS

Section 1. Right to Views. Nothing contained in this Agreement shall be construed to limit, impair or affect the right of any public employee or his/her representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment or circumvent the rights of the Union; nor shall it be
construed to require any public employee to perform labor or services against his/her will.

Section 2. Right to Join. Employees shall have the right to form and join labor or employee organizations, and shall have the right not to form and join such organizations. Employees in an appropriate unit shall have the right by secret ballot to designate an exclusive representative for the purpose of negotiating grievance procedures and the terms and conditions of employment.

Section 3. Union Stewards. The Union, upon written notification to the Employer, may designate employees within a bargaining unit to serve as steward. The stewards shall be allowed reasonable time to investigate and resolve grievances, participate in contract negotiations, post union notices and announcements, and transmit communications authorized by the Union to the Employer.

Section 4. Visitation Rights. Representatives of the Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances, and preparing the initial contract proposal in a responsible and reasonable manner.

Section 5. Employee Bulletin Boards. The Employer shall furnish and maintain adequate bulletin board space in convenient places in the work areas to be used exclusively by the Union for posting Union information.

Section 6. Employee Lists. The Employer shall advise the Union office in writing of the names, addresses, telephone numbers, classifications, starting dates, birth dates, and insurance coverage (single or dependent) of all employees added to this bargaining unit. The Union office shall be notified in writing upon the effective date of termination. The list will be transmitted no later than one (1) week following the payroll period in which the change occurs.

Section 7. Dues Checkoff. The Employer shall deduct monthly membership dues from the earnings of employees who are members of the Union. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for
which the deductions are to be effective and the deductions shall continue in
effect until canceled in writing by the employee. The aggregate deductions of
all employees, together with a list of the names of the employees from whom
the deductions were made, shall be remitted to the Union office within ten
(10) days after such deductions are made. Employees who work less than
twelve (12) months per year shall have twelve months dues deducted in equal
amounts during the months for which they appear on the payroll.

Section 8. Indemnity. 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.

ARTICLE IV – EMPLOYER RIGHTS

Section 1. Inherent Managerial Rights. The Union recognizes that the
Employer is not required to meet and negotiate on matters of inherent
managerial policy, which include, but are not limited to, such areas of
discretion or policy as the functions and programs of the Employer, its overall
budget, utilization of technology, the organizational structure, and selection
and direction and number of personnel. Nothing in this Agreement shall limit
the right of the Employer to select persons to serve as supervisory employees
or require the use of seniority in their selection.

Section 2. Management Responsibility. The Union recognizes the right of the
Employer or it’s duly designated officials to promulgate reasonable rules,
regulations, directives and orders from time to time as deemed necessary by
the Employer in so far as such rules, regulations, directives and orders are not
inconsistent with the terms of this Agreement.

ARTICLE V – NON-DISCRIMINATION

Section 1. Employer. The Employer agrees that the provisions of this
Agreement shall be applied equally to all employees in each bargaining unit
without discrimination as to age, sex, marital status, race, color, creed, disability, national origin or political affiliation. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer representative against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, which is in accordance with the provisions of this Agreement.

Section 2. Union. The Union agrees that the provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, race, color, creed, disability, national origin or political affiliation. The Union accepts it's responsibility as exclusive bargaining representative and agrees to represent all employees in the unit without discrimination, interference, restraint or coercion because of membership or non-membership in the Union.

ARTICLE VI - UNFAIR LABOR PRACTICE

The Employer and the Union recognize that the Minnesota Public Employees Labor Relations Act (P.E.L.R.A.) in M.S. 179A.13 list specific activities that the Employer and the Union may not engage in. The Employer and the Union in the interest of serving the public agree not to encourage or participate in any activities which are listed in M.S. 179.69 as Unfair Labor Practices.

ARTICLE VII – SAVINGS CLAUSE

The Union and the Employer recognize that all provisions of this Agreement are subject to laws of the State of Minnesota. Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specified article, section or portion thereof directly specified in the decision and all other valid provisions shall remain in full force and effect.
ARTICLE VIII – SENIORITY

Section 1. Definition. Seniority shall be defined as the preference in layoffs, recall, promotion and benefits to which employees are entitled because of the length of continuous service.

Section 2. Probationary Period. Each employee shall be required to complete a satisfactory probationary period of one hundred twenty (120) days before attaining seniority rights. Upon completion of the probationary period, seniority shall begin with the original date of hire.

At any time during the probationary period an employee may be terminated at the discretion of the Employer without such discharge being a violation of this agreement and such termination is not proper subject for Article X - Grievance Procedure.

Section 3. Loss of Seniority. Seniority shall be lost when an employee resigns or is discharged for just cause. Seniority shall not be lost for authorized leaves of absence and layoffs, but such time off shall not be considered continuous service and seniority shall not be accrued during such periods.

Section 4. Seniority. There shall be one seniority list for each division. Divisional seniority shall be based on the total hours for which an employee received pay while working in their present department since the most recent date of hire or transfer. Seniority will be calculated annually as of January 1st of each year. The seniority list shall be deemed correct unless a written and dated statement challenging the seniority standing of any employee is filed within fifteen (15) days after the date of the posting of the list by the Employer.

Section 5. Department/Division Transfers. In the event an employee requests and is granted permanent transfer to another department/division, the employee shall not retain seniority in his/her previous department/division. The employee shall retain original hiring date seniority for the purpose of calculating benefits. Immediately upon permanent transfer the employee shall begin to accumulate seniority in the new department/division.
Section 6. Job Openings.

Subd. 1. Division Openings. When job openings occur in a division, the Employer shall post a notice of vacancy on the Union bulletin board for five (5) working days, and any employee in the division who desires to apply for the vacancy shall notify the Employer by signing the posted notice prior to the expiration of the five (5) working day period. The bidder holding the greatest seniority in the division shall be assigned to the vacancy, provided the employee is qualified to do the work. In the event there are no qualified bidders within the division where the vacancy occurs, qualified employees from other divisions within the unit may bid for the opening and overall seniority shall prevail. The Employer shall give written reasons for approving or denying the bid to all employees bidding for the vacancy. In the event no member of the bargaining unit bids on, or is qualified for, an open job in the unit, the Employer may fill the vacancy from any source.

Subd. 2. Classification Opening. When there is a vacancy within a classification that has more than one employee, employees within the classification shall have the first opportunity to fill the position, based on seniority.

Section 7. Layoff and Recall. In the event of a reduction in the number of permanent employees within a division, the employee having the least seniority in that division shall be laid off first. Employees shall be recalled from layoff in reverse order of layoff. When an employee is in a layoff status he/she shall be given the opportunity to fill an opening in another department/division before the position is made available to someone outside of the bargaining unit. The employee and the union office shall be given a thirty (30) day written warning prior to any impending layoff. Employees laid off by the Employer shall retain recall for a period of one (1) year.
ARTICLE IX – DISCIPLINE AND DISCHARGE

Section 1. Discipline.

Subd. 1. Just Cause. Disciplinary action may be imposed upon an employee only for just cause.

Subd. 2. Minor Infraction. Initial minor infractions, irregularities, or deficiencies shall be corrected in a confidential manner.

Subd. 3. Grievance Procedure. Any disciplinary action imposed upon an employee may be processed through the grievance procedure.

Subd. 4. Normal Disciplinary Procedure. The normal disciplinary procedure shall be as follows:

1. Oral reprimand;
2. Written reprimand (copy to the Union office);
3. Suspension or Demotion (copy to the Union office);
4. Discharge (copy to the Union office).

Subd. 5. Written Reprimand. When any disciplinary action more severe than an oral reprimand is intended, the Employer shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the Union office.

Section 2. Right to Union Representation.

Subd. 1. The Employer shall not question an employee during an investigation that may lead to suspension, demotion, or discharge action unless the employee has been given the opportunity to have a union representative present at such questioning.

Subd. 2. Right to Grieve. The Union shall have the right to take up a suspension and/or discharge or demotion as a grievance at the second (2nd) step of the grievance procedure and the matter shall be handled
in accordance with the grievance procedure through the arbitration step if deemed necessary.

Section 3. Discharge of Permanent Employees. The Employer shall not discharge any permanent employee without just cause. If the Employer feels there is just cause for discharge the employee shall be suspended for ten (10) working days and the employee and the Union office will be notified in writing, that the employee is subject to discharge and shall be furnished with the reason(s) therefore.

Section 4. Probationary Period. The Employer shall notify the employee in writing, with a copy to the Union office, of the reason(s) for discharge. Probationary employees may have the Union process the grievance on discharge through Step 2 of the Grievance Article, but such grievance shall not be subject to the arbitration provisions of this Agreement.

Section 5. Personnel Records.


Subd. 2. Copy of Record. Each employee shall be furnished with a copy of all evaluative and disciplinary action entered into his/her personnel office record and shall be entitled to have his/her written response included therein. All disciplinary action entered in the personnel office record shall state the corrective action expected of the employee.

Subd. 3. Right to View Record. The contents of an employee's personnel office record shall be disclosed to him/her upon request and to the employee's union representative upon the written request of the employee.
ARTICLE X – GRIEVANCE PROCEDURE

Section 1. For the purpose of this Article the following definitions shall apply:

Subd. 1. Grievance. A grievance shall mean a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Subd. 2. Days. "Days" mean calendar days excluding Saturdays, Sundays, and any days designated by this Agreement or by Minnesota Statutes as holidays.

Subd. 3. Extension. Time limits specified in this Agreement may be extended by mutual agreement.

Subd. 4. Computation of Time. In computing any period of time prescribed or allowed by procedures herein, the date of the act, or event giving cause for the grievance shall not be included.

Subd. 5. Act or Event Giving Cause. The day in which the act or event giving cause for the grievance to be filed shall be considered the day or days in which the grievance occurred or the day in which the party filing the grievance became aware of the act or event.

Subd. 6. Aggrieved Person. The "aggrieved person" is the employee filing the grievance.

Subd. 7. Filing and Postmark. The filing or service of any notice or document herein shall be timely if it is personally served or if it bears a certified postmark of the United States Postal Service within the time period allowed.

Subd. 8. Reduced to Writing. "Reduced to Writing" means a written statement outlining the nature of the grievance, the provision(s) of the contract in dispute, and the relief requested.
Subd. 9. Answer. "Answer" means a written response outlining the Employer's or Employer designee's position on the grievance.

Subd. 10. Employer Designee. The Employer designee shall be the person appointed by the Employer to handle the grievance at each level, providing the Employer has provided the steward and the Union office with a written list of the designees prior to the filing of any grievance. In the absence of any list the Employer designees shall be as follows:

Level I – Division Superintendent
Level II – City Administrator
Level III – City Council

Section 2. Levels of Grievance.

Subd. 1. Step 1. Within twenty (20) working days following the act or event giving cause for grievance the employee shall meet informally with the Employer designee in an attempt to resolve the grievance. If the grievance is not resolved within five (5) work days of the informal meeting the aggrieved person or the Union representative may reduce to writing the grievance and file the grievance with the Employer designee in Level II.

Subd. 2. Step 2. The Union representative and/or aggrieved person must file the written grievance with the Employer designee within ten (10) work days of the informal meeting. The Employer designee shall meet with the Union representative and/or the aggrieved person within twenty (20) work days of the informal meeting in Step 1. The parties shall endeavor to mutually resolve the grievance. If a resolution of the grievance results, the terms shall be written on or attached to the grievance and signed by all parties. If no agreement is reached the Employer designee shall file an answer with the aggrieved person and the Union office within twenty-five (25) work days of the informal meeting held in Step 1. The Union representative or the aggrieved person may appeal the answer to Step 3 by filing in writing with the Employer designee within thirty-five (35) work days of the informal meeting held in Step 1.
Subd. 3. Step 3. If a resolution of the grievance results within forty-five (45) work days of the informal meeting held in Step 1 it shall be written on or attached to the grievance and signed by the parties. If the parties do not reach an agreement in Level III either party may request arbitration by serving a written notice on the other party of their intention to proceed to arbitration.

Section 3. Arbitration.

Subd. 1. Selection. If either party requests arbitration within sixty (60) days of the informal meeting held in Step 1, the grievance must be submitted to arbitration. Upon receipt of a list of arbitrators from the State Bureau of Mediation Services, the Union shall strike the first name and the parties shall alternately strike until one name remains. The name remaining shall be the arbitrator.

Subd. 2. Decision. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall make his/her findings known simultaneously to the Employer, the Union and the State Bureau of Mediation Services.

Subd. 3. Cost of Arbitrator. The parties shall share equally fees of the arbitrator, but the cost of the transcript or recording will be paid by the party requesting the same or shared if mutually agreeable.

Section 4. Time Limits. The parties, by mutual agreement, may waive any step and/or extend any time limits in the grievance procedure. Failure to adhere to the time limits shall result in a forfeit of the grievance or; in the case of the Employer or it's designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the Union representative or the aggrieved person, or; in the case of the Union or it's designees, shall require mandatory alleviation of the grievance as outlined in the last statement by the Employer. The grievance may be withdrawn by the aggrieved person and the Union representative at any level in writing without prejudice.
ARTICLE XI – HOURS OF WORK

Section 1. Basic Work Week. The normal work week shall consist of five (5) consecutive days with eight (8) hours per day.

Section 2. Work Schedules. The sole authority in establishing work schedules is the Employer.

ARTICLE XII – LEAVES OF ABSENCE

Section 1. Sick Leave:

Subd. 1. Employees accumulate sick leave at the rate of one (1) working day per month, twelve (12) working days per year. No sick leave shall be used during the first six (6) months of employment.

Subd. 2. Accumulated sick leave may be used for absences from work necessitated by illness, injury, pregnancy as required by law, or medical or dental care which cannot be scheduled other than during working hours, subject to the approval of the Employer. When the use of accumulated sick leave is approved, for compensation purposes, employees will be considered to have worked their normal work day. Use of sick leave in excess of one (1) day may require written medical documentation.

Subd. 3. Accumulated sick leave may also be used to make such arrangements as are reasonably necessary for nursing care because of serious illness or injury in the immediate family of the employee, said use, not to exceed two (2) days. Annually, three (3) days of accumulated sick leave may be used for emergency child care.

Subd. 4. All sick leaves are a privilege granted to employees and are to be used only when there is a personal illness, legal quarantine, or serious illness in the immediate family, namely: husband, wife, son, daughter, father, mother, sister, and brother.
Subd. 5. The repeated or systematic use of sick leave shall require written medical verification upon written notification from the Employer.

Subd. 6. Use of sick leave benefits for reasons other than those stated in this Article shall be just cause for disciplinary action.

Subd. 7. Employees unable to report for their work day because of illness or injury shall notify their supervisor or designee prior to their scheduled starting times, except in the event of an emergency which prevents an employee from notifying their supervisor. Employees failing to give such notice may be subject to discipline.

Subd. 8. Upon request of a full-time employee who is absent from work as a result of a compensable injury covered under the provisions of the Worker's Compensation Act, the Employer will pay the difference between the benefit received by the employee pursuant to the Worker's Compensation Act and the employee's normal daily wages to the extent of the employee's earned sick leave. Such payment shall be made by the employee only for the period of disability or until the employee's earned sick leave is exhausted. The deduction from an employee's earned sick leave shall be a pro-rated amount based on the Worker's Compensation benefit and the employee's normal daily wages.

Subd. 9. Sick leave will not be granted for absence from work on the day immediately preceding or following a holiday, a weekend or days off when the employee is not scheduled to work, unless satisfactory evidence of such illness is presented to the employee's immediate supervisor at the beginning of work the day of return.

Subd. 10. If the City reviews its sick leave policy and if it is determined that changes would be mutually beneficial, the Operating Engineer Union employees would be included in the changes with no effect on the remainder of the Agreement.

Section 2. Funeral Leave. In the event of death in the immediate family, namely: husband, wife, son, daughter, father, mother, sister, brother, father-
in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandson and granddaughter, one (1) day of regular wages will be paid, any additional time taken up to a maximum of three (3) days will be charged against the employee's accumulated sick leave.

Section 3. Extended Leave. Upon written request of an employee, leave of absence may be granted by the Employer, taking into consideration good conduct, length of service, efficiency of the employee and the general good of municipal service. Such leave shall not exceed a period of ninety (90) days provided that the leave may be extended beyond such period if the leave of absence is for continued disability or other good and sufficient reasons, but in no case to exceed one (1) year except when the employee is detailed for military service or is disabled for disability incurred while in the service of the Employer.

Section 4. Sick Leave Accumulation. Employees first hired prior to January 1, 1982 shall file their option for sick leave accumulation, in writing, to be placed in their personnel file. Such decision is final. All employees first hired after January 1, 1982 shall accumulate sick leave in accordance with Subdivision 2.

Subd. 1. Sick leave is accumulated at the rate of one (1) working day per month, twelve (12) working days per year, to a maximum accumulation of one hundred twenty (120) working days. No sick leave shall be used during the first six (6) months of employment. Upon retirement, the employee shall be paid in full for all unused sick leave.

Subd. 2. Sick leave is accumulated at the rate of one (1) working day per month, twelve (12) working days per year, to a maximum accumulation of sixty-four (64) working days. No sick leave shall be used during the first six (6) months of employment. Employees reaching the maximum accumulation of 64 working days shall then be paid, at their current hourly rate, fifty percent (50%) of their unused sick days in January of each year. Employees having in excess of 64 accumulated days of sick leave on January 1, 1982, who choose this option shall revert back to 64 days of accumulated sick leave. No compensation shall be paid the employee for the 64 accumulated sick leave days under any circumstances.
ARTICLE XIII – VACATION

Section 1. Accrual Period. Effective January 1, 1980 the accrual period for vacations for all newly hired employees shall be from employment anniversary date. For employees first hired prior to January 1, 1980 the accrual period shall be January 1 through December 31st. No vacation time may be used during the first six (6) months of employment.

Section 2. Scheduling. The Employer agrees to make reasonable effort to schedule major vacations (over five (5) days) at times requested by employees, provided that two (2) weeks advance notice is given. Vacation periods shall be set by the Employer with due regard to the seniority of the employee, the performance of the employee and the need for efficient and uninterrupted operation of the department, provided that the final right to designate vacation periods is retained by the Employer in order to insure the orderly operation of the division. Once scheduled, an employee’s vacation shall not be changed unless approved in advance by the employee’s division head.

Section 3. Vacation Accrual. Employees may request use of annual leave for personal reasons at times of the year other than their major vacation. Such requests must be submitted in advance. In no event will annual leave be taken or permitted in units of less than one-half (1/2) day.

The following is the schedule of vacation accrual:

A. During the first (1st) through the sixth (6th) year of continuous service, vacation leave shall accrue at the rate of ten (10) working days per year.

B. During the seventh (7th) through eleventh (11th) year of continuous service, vacation leave shall accrue at the rate of fifteen (15) working days per year.

C. After eleven (11) or more years of continuous service, vacation leave shall accrue at the rate of twenty (20) working days per year.
Section 4. Carryover. Each employee shall have the privilege of carrying forth from one anniversary to another, one (1) week of vacation, so long as such additional vacation does not interfere with the efficient operation of the Employer. Any additional vacation day carryover shall be approved by the department head.

Section 5. In the event of employee termination, the employee will be paid for unused vacation accrued at his/her normal rate of pay, except for employees who have less than a full year of continuous employment in which case no payment is due.

ARTICLE XIV – LIFE, HEALTH, HOSPITAL AND DENTAL INSURANCE

Section 1. The Employer agrees to provide Long Term Disability insurance for each employee at the Employer’s cost.

Section 2. Health and Dental Insurance. The Employer agrees to provide hospital and health insurance and major medical insurance coverage for each employee.

A. The City will pay the full cost of all insurances for employees.

B. January 1, 2019, the City shall pay all increases for dependent health insurance; said increase shall cap the employees’ contribution to $360.00 per month.

C. January 1, 2020: The City and the Employee will split the cost 50/50 with a maximum employee cost of $400.00 per month.

D. January 1, 2021: The City and the employee will split the cost 50/50 with the maximum employee cost of $420.00 per month.

In the event of decrease premiums in health insurance for 2019 through 2021, the employee will not see a reduction in contribution below two hundred seventy dollars ($270.00).
E. For the life of this Agreement, the benefits of all insurance policies shall not be diminished.

Section 3. Employees shall receive a $50,000 term life insurance policy for which the premium shall be paid by the Employer.

Section 4. Health Care Savings Plan. Each employee covered by this agreement shall contribute through payroll deduction $80.00 per pay period into the HCSB

Section 5. Health Savings Account (HSA). City will offer a HSA where the City’s contribution will be equal to payments made for their current health insurance plan with the savings in premium to be deposited into a HSA established for employee. This will be available subject to employee qualifying for the HSA.

ARTICLE XV – HOLIDAYS

Section 1. Employees shall receive the following holidays:

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</tbody>
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Two (2) additional days may be used as floating holidays as agreed upon by the Employer and employee.

On Christmas Eve, employees shall be allowed to leave early, with the supervisor’s discretion and approval, without taking time off.

The employee must work their last scheduled day of work prior to or following said holiday, unless the employee failed to report to work due to sickness or death in the employee’s immediate family.
Section 2. Employees required to work on holidays shall be paid one and one-half (1-1/2) times their hourly rate for hours worked in addition to their holiday pay.

Section 3. In the event that a holiday falls on a Sunday, the following Monday shall be a paid holiday, and if any of these fall on a Saturday, the preceding Friday shall be a paid holiday.

Section 4. Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled working day after the holiday to qualify for holiday pay, unless the employee is absent due to illness, accident or is on vacation.

ARTICLE XVI – PHYSICAL EXAMS

The Employer agrees to pay for a required physical examination for each employee. The physical exam is mandatory and may be conducted by the employee's family physician. Results of the examination are to remain confidential. The Employer-paid share of the examination shall not exceed one hundred dollars ($100.00).

ARTICLE XVII – WELLNESS PROGRAM

The City will provide a fitness program. Included in the program will be guidance from the City's health insurance carrier and the purchase of appropriate equipment. The City reserves the right to alter or eliminate the wellness equipment in the event the current location is no longer available and suitable location cannot be found.

ARTICLE XVIII – OVERTIME PAY

Section 1. Hours worked in excess of eight (8) hours per day and forty (40) hours per week will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate or compensatory time may be used at one
and one-half (1-1/2) times the hourly rate, at the employee’s discretion, at a time agreed upon by the employee and the Employer.

Section 2. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 3. Effective July 15, 2020, Employees will be held to a maximum of 180 hours of compensatory time.

Effective January 1, 2021, Employees will be held to a maximum of 120 hours of compensatory time.

Employees will be paid twice a year, as past practice, down to a maximum allowable amount and any hours they elect below the maximum amount.

ARTICLE XIX – CALL BACK PAY

Section 1. An employee called in for work at a time other than his/her normal scheduled shift will be compensated for a minimum of two (2) hours pay at one and one-half (1-1/2) times the hourly rate. Should the employee be required to work in excess of two (2) hours when called back, the hourly rate will be one and one-half (1-1/2) times the hourly rate for all hours worked.

Section 2.

A. Wastewater On-Call. A Wastewater Operator required by the City to be on-call shall be compensated sixteen (16) hours pay for each seven (7) day period of on-call.

B. Street Department. Street Department employees required by the City to be on-call shall be compensated sixteen (16) hours pay for each seven (7) day period of on-call.

C. Employees hired after 1/1/16: The rate of pay for the seven (7) day period shall be $30.00 for each day Monday - Thursday, and $40.00 each day Friday- Sunday.
ARTICLE XX – PART-TIME EMPLOYEES

Permanent part-time employees are eligible for insurance benefits, vacations, holidays and sick leave on a pro-rated basis.

ARTICLE XXI – ACCRUED BENEFITS

No accrued benefits will be paid to an employee who voluntarily leaves the employ of the Employer without giving two (2) weeks' notice.

ARTICLE XXII – JURY DUTY

When an employee has been absent from work because of jury service, he/she shall be paid his/her regular salary by the Employer, with the understanding that upon completion of his/her jury service, he/she shall exhibit his/her jury check to the head of the department and that the amount of such check, less the amount included for traveling expenses shall be deducted from his/her next regular paycheck.

ARTICLE XXIII – WAGES

All employees shall be paid in accordance with salary Schedule A attached and made part of this Agreement.

Employees working at a higher classification on a temporary basis for a period of five (5) consecutive days or more shall receive the rate of pay for the higher classification.

An employee who works fifty percent (50%) or more at a higher job classification in a calendar year shall be eligible for reclassification.

Permanent employees shall not be reduced in pay scale when assigned temporary/long term work of a lower classification.
ARTICLE XXIV – UNIFORMS

Section 1. The Employer will rent/reimburse uniforms for Street and Wastewater personnel. Uniforms will consist of five (5) sets of shirts and pants every two weeks. Uniforms will be worn only during work hours and to and from work.

Section 2. Street/Wastewater Division employees will receive a clothing allowance of three hundred fifty dollars ($350.00), unless subject to the rental of uniforms in Section 1.

City will provide approved shirts at no cost to the employee.

Section 3. The City will also pay for one (1) pair of shoes/winter boots per year, up to a maximum of $300.00.

ARTICLE XXV – TRAINING

The classification A Equivalent first requires 30 contact training hours after receiving a "B" license. In addition, the employee must pass a test with a score of 70% or more. Said tests will be developed, offered, and administered by the Wastewater Superintendent once every six (6) months in March and in September.

ARTICLE XXVI – WAIVER

Section 1. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 2. The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The
Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this 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.

ARTICLE XVII- NO-STRIKE/LOCKOUT

Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment, while this agreement is in effect. In the event that any employee violates this article, the Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this article may be discharged.

The Utility will not permit an employer lockout pursuant to the Minnesota Public Employee Labor Relations Act of 1971, as amended.

ARTICLE XXVIII – DURATION

This Agreement shall be retroactive to January 1, 2019 and shall remain in full force and effect until the 31st day of December 2021.
IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

For: City of Litchfield

Mayor

Clerk

For: International Union of Operating Engineers, Local No. 70

David Monsour, Business Manager

Michael Dowdle, President

Linda Powers, Recording Secretary

David Elynck, Business Representative

Amy Gabrielson, Steward

Brandon Cook, Steward

Date: 11/19/19

Date: 10/16/19

DE/jcb/opeiu#12
Contracts/Cty Litchfield
SCHEDULE A

Hourly wages as negotiated with the International Union of Operating Engineers, Local No. 70 are as follows:

<table>
<thead>
<tr>
<th>Street Division</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
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</thead>
<tbody>
<tr>
<td>Laborer (One Year)</td>
<td>$21.6180</td>
<td>$22.1584</td>
<td>$22.7124</td>
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<tr>
<td>Assistant Maintenance Worker</td>
<td>$16.6380</td>
<td>$17.0539</td>
<td>$17.4803</td>
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<tr>
<td>Maintenance Worker</td>
<td>$23.5644</td>
<td>$24.1535</td>
<td>$24.7573</td>
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<td>Jr. Mechanic (One Year)</td>
<td>$23.4621</td>
<td>$24.0487</td>
<td>$24.6499</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$25.0371</td>
<td>$25.6630</td>
<td>$26.3046</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Wastewater Division</th>
<th>1/1/2019</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
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</thead>
<tbody>
<tr>
<td>“D” Certificate</td>
<td>$23.8265</td>
<td>$24.4222</td>
<td>$25.0327</td>
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<tr>
<td>“B” Certificate</td>
<td>$25.8503</td>
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<tr>
<td>“A” Equivalent</td>
<td>$26.8044</td>
<td>$27.4745</td>
<td>$28.1614</td>
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<tr>
<td>Laboratory Tech.</td>
<td>$24.8048</td>
<td>$25.4249</td>
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<tr>
<td>Jr. Mechanic (One Year)</td>
<td>$23.4621</td>
<td>$24.0487</td>
<td>$24.6499</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$25.0371</td>
<td>$25.6630</td>
<td>$26.3046</td>
</tr>
</tbody>
</table>

**Sludge License.** The City shall pay an annual stipend of: Effective January 1, 2019, January 1, 2020, and January 2021, two hundred dollars ($200.00) for up to two (2) WWTP employees that obtain and maintain a Sludge License. In addition to said stipend the City shall pay the cost of the license renewal. The City shall have the right to designate the appropriate members of the bargaining unit to receive the stipend.

**Special Boilers License.** The City shall pay an annual stipend of: Effective January 1, 2019, January 1, 2020, and January 2021, two hundred dollars ($200.00) for up to two (2) WWTP employees that obtain and maintain a Special Boilers License. In addition to said stipend the City shall pay the cost of the license renewal. The City shall have the right to designate the appropriate members of the bargaining unit to receive the stipend.
D.O.T. Vehicle Inspections. The City shall pay an annual stipend of: Effective January 1, 2019, January 1, 2020, and January 2021, two hundred dollars ($200.00) for Streets Division employees that obtain and maintain the appropriate credential to accomplish D.O.T. vehicle inspections. In addition to said stipend the City shall pay the cost of the license renewal. The City shall have the right to designate the appropriate members of the bargaining unit to receive the stipend.

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