LABOR AGREEMENT

By and between

CITY OF MENDOTA HEIGHTS

And

LOCAL 70

Of the

INTERNATIONAL UNION of OPERATING ENGINEERS

AFL-CIO

January 1, 2020- December 31, 2021
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Article 1   Purpose of Agreement

This Agreement is entered into between The City of Mendota Heights; hereinafter referred to as the EMPLOYER, and Local 70 of the International Union of Operating Engineers; hereinafter referred to as the UNION.

The intent and purpose of this Agreement is to:

1.1 Establish certain hours, wages and other conditions of employment;

1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;

1.3 Specify the full and complete understandings of the parties; and

1.4 Place in written form the parties agreement upon terms and conditions of employment for the duration of the Agreement.

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 of this dedication.

Article 2   Recognition

2.1 The Employer recognize the Union as the exclusive representative under Minnesota Statutes, Chapter 179A as amended for all employees of the city of Mendota Heights, MN employed in the position of Facilities Manager that meet the definition of a public employee as determined by the PELRA excluding confidential and supervisory employees.

2.2 In the event the Employer and the Union are unable to agree to the inclusion or exclusion of any new or modified job class, the issue shall be submitted to the State of Minnesota Bureau of Mediation Services for determination.

Article 3   Union Security

In recognition of the Union as the exclusive representative, the Employer shall:

3.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all employees authorizing in writing such deduction, and

3.2 Remit such deduction to the appropriate designated Union.
Step 3 - If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer answer in writing within ten (10) calendar days following the Employer-designated representative receipt of Step 3 appeal. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 3A – Mediation: if the Employer and Union mutually agree, a grievance unresolved at Step 3 may be submitted to the MN Bureau of Mediation Services ("BMS") within 10 days after Union receipt of the Employer’s response to Step 3. If the grievance is resolved through Mediation, the settlement shall be reduced to writing and signed by the Union and the Employer. If the grievance is unresolved through Mediation, it may be appealed to Step 4 within 10 days starting the day following the Mediation Meeting Session. If either party elects to not go through with Mediation after initially agreeing, it must be withdrawn in writing; then the grievance can be appealed to Step 4 within 10 days starting the day following the party’s written withdrawal from mediation.

Step 4 - A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of Grievances as established by the Bureau of Mediation Services.

6.5 Arbitrators Authority

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only those specific issues submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator’s decision shall be binding on both parties.

The fee and expenses for the arbitrator’s services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 Waiver

If a grievance is not presented within the time limits set forth herein it shall be considered waived. If a grievance is not appealed to the next step within the time limits or any agreed upon extension thereof, it shall be considered settled on the basis of the Employers last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits or agreed upon extension the Union may elect to treat the grievance
as denied at that step and immediately appeal the grievance to the next step. The time limits may be extended at each step by mutual agreement of the Employer and the Union.

Article 7    Savings Clause

7.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed Municipality. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall remain in full force and affect. The voided provision may be renegotiated at the request of either party.

Article 8    Work Schedules

8.1 The sole authority in work schedules is the Employer. The normal work day shall be eight (8) consecutive hours exclusive of a mutually agreed upon lunch break.

8.2 The normal work week shall consist of five (5) consecutive days

8.3 Service to the public may require a work week other than Monday through Friday and/or eight (8) consecutive hours in which case the Employer shall provide a ten (10) day notice of such change.

8.4 In the event that work is required outside of the regular work schedule because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of equipment or facilities, no advance notice need be given.

Article 9    Overtime Pay

9.1 All overtime work must be authorized in advance by the Employer. All hours compensated in excess of forty (40) hours in a five (5) day period shall be considered overtime and shall be compensated at the overtime rate of one and one-half (1.5) times the employee’s regular rate of pay. Holidays will count as worked hours for overtime purposes. Compensatory, sick and vacation time will not count towards overtime. Hours worked between Midnight and seven (7) am shall receive a two dollar ($2.00) per hour shift premium.

9.2 There shall be no pyramiding of overtime.

9.3 An employee may choose to receive compensatory time as compensation for overtime hours at the rate of 1.5 hours for each hour worked. Compensatory time off shall be taken only with the prior consent of the supervisor. The maximum allowable balance of such hours carried into the next calendar year shall be one hundred (100) hours. The Employer will convert to compensation an employee balance in excess of the 100 hours maximum in conjunction with the second payroll in December.
Article 10  Call Back

10.1 An employee called in for work at a time other than his/her normal scheduled shift shall be compensated for a minimum of two and a half (2.5) hours pay at one and one-half (1.5x) the employees regular rate of pay.

Article 11  Legal Defense

11.1 Employees involved in litigation because of negligence, ignorance of laws, nonobservance of laws, or as a result of employee judgmental decision may not receive legal defense by the municipality.

11.2 Any employee who is charged with a, ordinance violation, or criminal offense arising from acts performed within the scope of his/her employment, when such act is performed in good faith and under the direct order of his/her supervisor, shall be reimbursed for reasonable attorney’s fees and court costs actually incurred by such employee in defending against such charge.

Article 12  Discipline

12.1 The Employer will discipline employees for just cause only. Discipline will normally be in the form of:
   a. oral reprimand
   b. written reprimand
   c. suspension
   d. demotion or
   e. discharge

12.2 All discipline more severe than an oral reprimand shall be in writing with a copy to the Union.

12.3 Employees shall have the right to review their personnel file at a reasonable time under the direct supervision of the Employer.

12.4 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has asked to have a Union representative present at such meeting.

12.5 The parties may mutually agree to initiate a grievance involving this Article at step 3 of the grievance procedure.

Article 13  Probationary Period

13.1 All newly hired employees shall serve a twelve (12) month probation period. An employee may be terminated at any time during an employee’s initial probationary period at the sole discretion of the Employer.
Article 14    Safety

14.1 The Employer and the Union agree to jointly promote a safe and healthful working environment and to cooperate and encourage employees to work in a safe manner. The Employer will contribute the sum of $200 within the contract period toward the purchase of work related protective footwear, cold weather gear and/or rain gear. Employee purchase of protective footwear, cold weather gear and/or rain gear are subject to the approval of the Employer.

Article 15    Waiver

15.1 The parties mutually agree that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals to any term or condition of employment not removed from law by bargaining. All are set forth in writing in 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 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 Agreement was negotiated or executed.

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

Article 16    Wages

16.1 Wages shall be increased by 3.0% on January 1, 2020 and January 1, 2021.

16.2

<table>
<thead>
<tr>
<th>Step</th>
<th>Current</th>
<th>1/1/2020</th>
<th>1/1/2021</th>
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<tr>
<td>Step A (1st six months)</td>
<td>$25.63</td>
<td>$26.40</td>
<td>$27.19</td>
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<tr>
<td>Step B (2nd six months)</td>
<td>$26.92</td>
<td>$27.73</td>
<td>$28.56</td>
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<tr>
<td>Step C (12 months)</td>
<td>$28.26</td>
<td>$29.11</td>
<td>$29.98</td>
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<td>Step D (24 months)</td>
<td>$29.69</td>
<td>$30.58</td>
<td>$31.50</td>
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<tr>
<td>Step E (36 months)</td>
<td>$31.16</td>
<td>$32.09</td>
<td>$33.06</td>
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Article 17    Insurance

17.1 The Employer shall contribute up to a maximum of one thousand six hundred eighty dollars ($1,680.00) monthly for 2020 and 2021. The contribution may be used towards health, life, long term disability, short term disability and dental insurance. If any City of Mendoita Heights employee group is awarded a higher amount the Union Members shall receive the higher amount.
Article 18  Holidays

18.1 The following days shall be considered holidays. An employee shall be compensated eight (8) hours regular pay for each of these days. An employee required to work any of these days shall in addition to the holiday pay receive one and one-half (1.5) times the Employee’s regular pay for all hours worked that day.


Article 19  Personal Leave and Extended Disability Leave

19.1 Personal Leave: All full time employees shall accrue personal leave at the rate of four (4) hours per month to a maximum of three hundred twenty (320) hours. Personal leave shall be available for use without restriction except prior approval of the supervisor. An employee shall not be allowed to use more than twenty (20) consecutive personal days, or a combination of twenty (20) consecutive personal and vacation days, without prior approval of the City Council.

Each December 1st an employee with an accrued balance in excess of three hundred twenty (320) hours may convert the excess at the rate of fifty (50) percent to either additional vacation time or cash compensation. Said cash or vacation to be credited the second payroll in December.

Upon separation employees shall be compensated for any unused personal leave balance.

19.2 Extended Disability Protection: All full time employees shall accrue extended disability protection at the rate of four (4) hours per month to a maximum of six hundred forty (640) hours. Extended disability protection is be available for use on the first consecutive day of a personal illness and thereafter or anytime for a work related illness or injury.

Employees are to keep their supervisor informed of their condition. The supervisor may require a letter of report from the employee’s medical provider. Suspicion of abuse may be cause for discipline.

Article 20  Funeral Leave

20.1 Immediate family shall be defined as: spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandchild. The employee shall be allowed paid funeral leave for a death in the immediate family in an amount not to exceed 24 hours for attending the funeral. This leave shall not to be deducted from sick leave.
Article 21  Vacation

21.1 Years of Service  Earned Vacation
   0 – 5 years of service  80 hours
   6 – 10 years of service  120 hours
   11 years of service  128 hours
   12 years of service  136 hours
   13 years of service  144 hours
   14 years of service  152 hours
   15 years of service  160 hours

21.2 Employees shall be allowed to accrue to a maximum of two hundred (200) hours of vacation.

Article 22  Minnesota Post Employment Health Care Savings Plan (HCSP)

22.1 The Employer will allow employees to participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) by contributing one percent (1%) of their total gross salary per pay period.

22.2 Severance:

Leaving city employment for another employer: Employee contributes the value of 50% of the employee’s accrued and unused hours of Vacation, Personal Leave and compensation time.

PERA Service Retirement from City: Employee contributes the value of 100% of the employee’s accrued and unused hours of Vacation, Personal Leave, and compensation time.

Article 23  Right to Subcontract

23.1 Nothing in the Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employee(s) covered by this Agreement.

Article 24  Duration

24.1 This Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until December 31, 2021.
FOR THE CITY OF MENDOTA HEIGHTS

Mayor

City Administrator

City Clerk

FOR INTERNATIONAL UNION of OPERATING ENGINEERS, Local No. 70

Business Manager

Union Steward

David B. Morrison 1/31/2020

Terence F. Sullivan 1/31/2020

Date

Date

Date