

LABOR AGREEMENT

BETWEEN

CITY OF WINONA, MINNESOTA

AND

WINONA PROFESSIONAL EMPLOYEES ASSOCIATION

FOR 2011

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**LABOR AGREEMENT
BETWEEN
CITY OF WINONA, MINNESOTA
AND
WINONA PROFESSIONAL EMPLOYEES ASSOCIATION
FOR – 2011**

This AGREEMENT is entered into by and between the City of Winona, Minnesota, (hereinafter referred to as EMPLOYER) and the City Winona Professional Employee's Association (hereinafter referred to as ASSOCIATION).

It is the intent of the parties to set forth herein their entire agreement covering wages, hours of employment and other conditions of employment and to provide for prompt and fair settlement of grievances without any interruption of, or interference with, the operation of the services provided by the City of Winona.

ARTICLE I - RECOGNITION

The ASSOCIATION, pursuant to certification of the State of Minnesota Bureau of Mediation Services, dated March 6, 1985, is recognized as the exclusive representative of all supervisors, excluding Police and Fire Department supervisors, of the City of Winona, Winona, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding confidential, Department Heads, and all other employees.

ARTICLE II - EMPLOYER RIGHTS

The EMPLOYER retains the full and unrestricted right to operate and manage all staff, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Any "term or condition of employment" not explicitly established by this Agreement shall remain with the EMPLOYER to establish, modify or eliminate.

ARTICLE III - SICK LEAVE

Full-time employees will accumulate sick leave at the rate of eight (8) hours per calendar month of service to a maximum of nine hundred sixty (960) hours. In addition to the nine hundred sixty (960) hour maximum, an employee will be permitted to accumulate an additional ninety-six (96) hours of sick leave from the current calendar year. If the full ninety-six (96) hours are not used, thirty-three and one-third (33 1/3) percent of the unused balance will be converted to vacation time at the end of the calendar year.

Notwithstanding the previous, the maximum sick leave cap for those employees who have accumulated more than nine hundred sixty (960) hours, shall be frozen at those levels existing on July 15, 1996. Should an employee's use of sick leave exceed the employee's annual sick leave accrual, the cap shall be reduced by this difference. In no event shall the cap fall below nine hundred sixty (960) hours. In addition to this cap, an employee will be permitted to accumulate an additional ninety-six (96) hours from the current calendar year. If the full ninety-six (96) hours are not used, thirty-three and one-third (33 1/3) percent of the unused balance will be converted to vacation time at the end of the calendar year.

New employees will begin to accrue sick leave from their first day of employment, but may not use sick leave during their first thirty (30) days of employment.

Sick leave will be granted for an employee's personal injury or illness, medical examination or treatment. EMPLOYER has a right to request medical verification. Abuse of sick leave will subject the employee to disciplinary action.

Sick leave may be used in the case of serious illness in the immediate family requiring the employee's attendance, and shall be for actual time required not to exceed twenty-four (24) hours per occurrence. This time shall be charged against the employee's sick leave account. Immediate family is defined as the employee's spouse, children, parents, siblings, grandparents and spouse's immediate family. Scheduled doctor and dentist visits are not to be considered as serious illness. Approval of the use of sick leave for illness other than the employee's must be approved by the Department Head.

Upon death or retirement of an employee whose date of hire was on or after January 1, 2008, or resignation in good standing, of an employee with five (5) or more years of employment with the City, the employee or designated beneficiary shall receive a maximum of one-third (1/3) of unused accumulated sick leave in cash.

Upon retirement of an employee whose date of hire was before January 1, 2008 and who has five (5) or more years of continuous employment with the City, the employee shall be allowed to disperse unused accumulated sick leave by choosing one of the following options:

1. The employee may receive a maximum of one-third (1/3) of unused accumulated sick leave in cash; or
2. Employees retiring and eligible to receive a pension from a State of Minnesota public employees pension program shall have the option to apply 100% of their unused accumulated sick leave toward the payment of health insurance premiums in accordance with applicable federal and state law and regulations regarding EMPLOYER designated group health insurance for retired employees. Premiums for participation of a retiree in an EMPLOYER designated group health insurance plan following the effective date of the employee's retirement shall be paid entirely by the retired employee and

drawn at the true annual premium rates for the designated plan of group health insurance applicable to the retiree. Use of unused accumulated sick leave for the purpose stated herein may continue until such time that the account has been depleted. Under this option, the employee will not be eligible for cash payments.

The employee's choice of one of the above options shall be irrevocable. In converting unused sick leave to cash payments or establishing escrow accounts, the employee's hourly rate of pay at the time of death, retirement, or resignation shall be used.

ARTICLE IV - FUNERAL LEAVE

In the event of a death of a member of employee's immediate family (immediate family defined as spouse, parent/step-parent, spouse's parent, sibling/step-sibling, spouse's sibling/step-sibling, child/step-child, child's spouse, grandparent, spouse's grandparent, grandchild, guardian or ward, an employee will be given paid leave for the actual time required not to exceed three (3) scheduled working days.

In the event of a death other than that of the immediate family, such as a relative or close friend, funeral leave will be granted with approval of the department head, this time will be deducted from the employee's sick leave or vacation leave at the option of the employee.

ARTICLE V - JURY DUTY

Employees shall receive an automatic leave of absence when called for jury duty. Employees shall be paid their current rate of pay by EMPLOYER. Any remuneration received while serving on jury duty during normal working hours shall be paid to EMPLOYER. An employee is expected to report for work following the conclusion of jury service or if called but not required to serve.

ARTICLE VI - HOLIDAYS

The following days shall be recognized and observed as paid holidays:

| | |
|------------------------|------------------------|
| New Years Day | Martin Luther King Day |
| Presidents Day | Memorial Day |
| Independence Day | Labor Day |
| Veterans Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Eve Day |
| Christmas Day | |

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above fall on Saturday the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on Sunday the succeeding Monday shall be observed as the

holiday. Christmas Eve Day holiday will be observed on the work day preceding the work day on which the Christmas holiday is observed.

EMPLOYEES required to work on Thanksgiving, Christmas and New Year's will receive double their regular rate of pay for all hours worked. Other holidays, listed in Article VI of this agreement, receive one and one-half (1 ½) times their regular rate of pay for all hours worked.

ARTICLE VII –INSURANCE

EMPLOYER agrees to maintain life and major medical insurance coverage to cover all employees.

Section A. Health Insurance

For 2011, the EMPLOYER will contribute to each employee participating in the Employer-designated group health insurance plan an amount equal to that established by the EMPLOYER for non-union City of Winona employees.

City contribution shall not exceed total monthly premium payment.

EMPLOYER shall pay, as provided for above, medical, surgical and hospitalization premiums for all employees who are absent because of paid vacations or leave of absence because of illness.

Insurance coverage on all employees covered by this AGREEMENT shall begin on the first day of employment.

Insurance premiums shall be paid by the EMPLOYER three (3) months after date of any termination of employment by acceptance by the employee of permanent disability benefits as set forth in the PERA laws.

The EMPLOYER will comply with state and federal law regarding any employee who retires on pension and makes a written request to stay in the Employer-designated group health insurance plan. The retired Employee shall pay the full premium cost for any coverage provided to the retired Employee while participating in any Employer-designated insurance plan. All claims are to be handled directly between the retiree and the insurance company.

Section B. Life Insurance

The EMPLOYER will provide all employees regularly scheduled to work 30 or more hours per week covered by this Agreement a life insurance policy with a principal sum of \$10,000.00.

ARTICLE VIII - VACATION

Each full-time employee is eligible for an annual paid vacation in accordance with the following schedule:

| | |
|-------------------------------------|--|
| Start of employment through 4 years | 6.67 hours per month to a maximum of 80 hours/year |
| Start of Year 5 through 15 years | 10.00 hours per month to a maximum of 120 hours/year |
| Start of Year 16 through 20 years | 13.33 hours per month to a maximum of 160 hours/year |
| Start of Year 21 and thereafter | 16.67 hours per month to a maximum of 200 hours/year |

After six (6) months of continuous service, vacation time may be taken as earned with the approval of the Department Head. The amount of vacation determined by years of service on the employee's anniversary date in the contract year. Vacation accrual may not exceed one and one-half (1 1/2) times the amount that can be earned in the current year.

An employee, with more than one year of service, who terminates employment by resignation in good standing, retirement or death, shall be paid for accumulated unused vacation time at the wage rate prior to termination of employment.

Vacation is granted only after approval by the Department Head. It may not be waived for the purpose of receiving double pay.

ARTICLE IX - RESIGNATION

Employees are requested to give the maximum amount of notice possible prior to resignation. Two (2) weeks shall be considered the minimum. In the event of retirement, thirty (30) days notice shall constitute the minimum.

ARTICLE X - ASSOCIATION MEETINGS

The ASSOCIATION may request to use the EMPLOYER's facilities for the purpose of conducting ASSOCIATION meetings and business. The place of such meetings shall be at the discretion of the City Manager.

ARTICLE XI - EDUCATION INCENTIVE PLAN

EMPLOYER agrees to continue current plan for ASSOCIATION members hired prior to January 1, 1983, which is attached as Schedule B.

ARTICLE XII - ADVANCEMENT AND TRANSFERS

EMPLOYER agrees to follow the Merit Board policies for advancement and transfers of members of this ASSOCIATION.

ARTICLE XIII - WORK WEEK

Section A. - Work Week

The sole authority for work schedules is the EMPLOYER. The normal work week is forty (40) hours.

Section B. – Overtime

All hours worked by non-exempt employees in excess of forty (40) hours in an EMPLOYEE's designated work week, with specific prior approval by EMPLOYEE'S supervisor, shall be compensated for at the one and one-half (1 ½) times the EMPLOYEE's regular rate of pay or compensatory time off at the rate of one and one-half hours off for each hour worked. Maximum accumulation of compensatory time shall not exceed 200 hours.

Section C. – Flexible Scheduling

An EMPLOYEE's specific work schedule will be determined by the EMPLOYEE's supervisor.

Section D. – Call Time

Employees called to work during their scheduled off-duty time shall be paid a minimum of two (2) hours pay at one and one-half (1 ½) times the employee's regular rate of pay and two (2) times the employee's regular rate of pay on Sundays.

ARTICLE XIV - PAYROLL DEDUCTION

Upon receipt of a signed authorization from an employee, EMPLOYER will deduct ASSOCIATION dues in the amount certified in writing to be current from the pay of those employees who agree in writing that such deductions be made. The dues collected by the EMPLOYER will be remitted to the Treasurer of the ASSOCIATION.

The ASSOCIATION shall indemnify EMPLOYER and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by any reason of, any action taken by EMPLOYER for the purpose of complying with the provisions of this ARTICLE.

ARTICLE XV – WORKER’S COMPENSATION

Employees who are injured or become ill as a result of a work-related condition will receive Worker’s Compensation benefits which will be supplemented by accumulated sick leave to provide employees with their regular rate of pay. When the sick leave balance is exhausted, employees will receive Worker’s Compensation benefits only.

ARTICLE XVI - DISCIPLINE

Disciplinary action may include, subject to the rules and regulations of the department, any of the following:

- a. Oral reprimand;
- b. Written reprimand;
- c. Suspension
- d. Demotion;
- e. Discharge.

Notes of written reprimand, suspension, demotion or discharge will be in written form and will state the reasons for the action taken and the specifics concerning the nature of the action. Employees may examine their personnel files at a reasonable time under the supervision of the EMPLOYER. Disciplinary action under this ARTICLE may be processed as a grievance through the regular grievance and arbitration procedure as set forth in this AGREEMENT.

ARTICLE XVII - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

Definition of Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

Union Representatives: The EMPLOYER will recognize representatives of the bargaining unit having the duties and responsibilities established by this ARTICLE. The ASSOCIATION shall notify the EMPLOYER in writing of the names of such ASSOCIATION representatives and of their successors when so designated.

Processing of a Grievance: It is recognized and accepted by the ASSOCIATION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the ASSOCIATION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated

and presented to the EMPLOYER during normal working hours provided the employee and the ASSOCIATION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

Procedure: Grievances, as defined in this ARTICLE shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER-designated Representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER-designated Representative's final answer in Step 1.

Any grievance not appealed in writing to Step 2 by the ASSOCIATION within ten (10) calendar days shall be considered waived.

Step 2: If appealed, the written grievance shall be presented by the ASSOCIATION and discussed with the EMPLOYER-designated Step 2 Representative. The EMPLOYER-designated Representative shall give the ASSOCIATION the EMPLOYER's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated Representative's final Step 2 answer. Any grievance not appealed in writing in Step 3 by the ASSOCIATION within ten (10) calendar days shall be considered waived.

Step 3: A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to the EMPLOYER-designated Representative. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the EMPLOYER's final answer in Step 3. Any grievance not appealed in writing in Step 4 by the ASSOCIATION within ten (10) calendar days shall be considered waived.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act (PELRA) as amended. The selection of an arbitrator shall be made in accordance with the rules and regulations of the State of Minnesota Bureau of Mediation Services.

Arbitrator's Authority

- A. The Arbitrator shall no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the ASSOCIATION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs of the parties, whichever be later, unless the parties agree to an extension. The decisions of the Arbitrator shall be binding on both the EMPLOYER and the ASSOCIATION and shall be based solely on the Arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses of the Arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the ASSOCIATION 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, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the ASSOCIATION may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the EMPLOYER and the ASSOCIATION.

Choice of Remedy: If, as a result of the EMPLOYER response in Step 3 the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed to either Step 4 of ARTICLE XVII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of ARTICLE XVII the grievance is not subject to the arbitration procedure as provided in Step 4 of ARTICLE XVII. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of ARTICLE XVII or another appeal procedure -- and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved

employee from making a subsequent appeal through Step 4 of ARTICLE XVII.

ARTICLE XVIII - LONGEVITY BENEFITS

The EMPLOYER will pay longevity pay to all employees who have worked for the City for five (5) years or more. Annual payments will be made according to the following schedule:

- After 5 years of service - 1% of gross annual wages
- After 10 years of service - 2% of gross annual wages
- After 15 years of service - 3% of gross annual wages
- After 20 years of service - 4% of gross annual wages

Increases in payments are contingent on an employee's satisfactory performance. Employees adjudged by their supervisor to be performing unsatisfactorily will not be granted any increase in longevity pay based on the above schedule until the employee's performance is adjudged to be satisfactory.

Decisions under this ARTICLE are aggrievable but not arbitrable under ARTICLE XVII. In lieu of Step 4 of ARTICLE XVII, any dispute as to an employee's performance will be submitted to a panel composed of one member appointed by the employee, one member appointed by the city, and a Chairperson who is a member of the City's Merit Board. The decision of this panel will be final.

ARTICLE XIX - SAVINGS CLAUSE

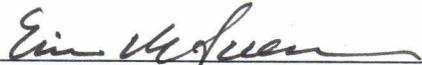
If any provision of this AGREEMENT, or the application of such provision, should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

ARTICLE XX – DURATION

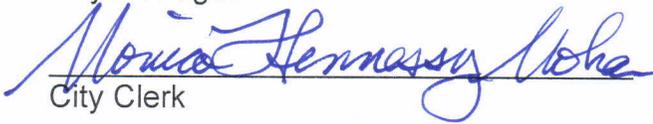
This AGREEMENT shall be effective as of the 1st day of January 2011 and shall remain effective through the 31st day of December 2011.

DATED: December 31, 2010

FOR THE CITY OF WINONA, MINNESOTA



City Manager

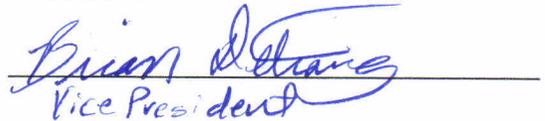


City Clerk

FOR THE WINONA PROFESSIONAL
EMPLOYEES ASSOCIATION



President



Vice President

SCHEDULE A

2011 SALARY SCHEDULE

| POSITION | 0% January 1, 2011 |
|--------------------------------------|-----------------------|
| Accountant | \$ 27.65 |
| Assistant City Planner | \$ 25.16 |
| Assistant Park Superintendent | \$ 23.83 |
| Assistant WWTP Superintendent | \$ 25.76 |
| Building Maintenance Supervisor | \$ 23.74 |
| Building Official | \$ 29.18 |
| Central Garage Superintendent | \$ 27.66 |
| Children's Librarian | \$ 23.93 |
| City Engineer/Asst. Public Works Dir | \$ 36.00 |
| City Planner | \$ 31.43 |
| Information Services Director | \$ 31.44 |
| Library Coordinator | \$ 26.19 |
| Park Superintendent | \$ 29.89 |
| Program Development Director | \$ 28.79 |
| Recreation Program Director | \$ 27.66 |
| Senior Center Director | \$ 24.99 |
| Street Superintendent | \$ 27.68 |
| Wastewater Treatment Plant Super | \$ 28.30 |
| Water Plant Superintendent | \$ 27.40 |

- A. New employees shall start at seventy (70%) percent of the wage specified in the above schedule for the position. At six (6) months, they shall be paid seventy-five (75%) percent of said wage; at one (1) year, eighty (80%) percent; at two years, ninety (90%) percent; and at completion of three years, one hundred (100%) percent. These are the minimums that shall be paid.
- B. For promotions within City employment, the employee shall be paid at one hundred (100%) percent of the wage specified in the above schedule for the position after six (6) months. At no time shall an employee's rate of pay decrease due to a promotion.
- C. Upon retirement, employees may choose to be paid for all unused compensatory time or may use the unused compensatory time prior to date of retirement.

SCHEDULE B

INCENTIVE PAY INCREMENT PLAN

I. ELIGIBILITY

To attain eligibility for inclusion in the incentive pay plan, an individual employee must:

- A. Be an employee hired prior to January 1, 1983.
- B. Be an employee who has completed six (6) months service.
- C. Satisfactorily complete the course of study with a passing grade.

II. QUALIFICATIONS

Qualifications for the various increments of incentive pay shall be accomplished on the basis of points, the table in this plan illustrates the points required for the various steps in the incentive pay plan.

- A. The point system was devised as the most equitable way of measuring the worth of the various educational programs that could be established or are established in the City of Winona. The point system is as follows:

| <u>Points</u> | <u>Increment/Month</u> |
|---------------|------------------------|
| 5 | \$6.00 |
| 9 | 8.00 |
| 13 | 10.00 |
| 17 | 12.00 |
| 21 | 14.00 |
| 25 | 16.00 |
| 29 | 18.00 |
| 33 | 20.00 |
| 37 | 22.00 |
| 41 | 24.00 |
| 45 | 26.00 |
| 50 | 28.00 |
| 60 | 30.00 |
| 70 | 32.00 |

NOTE: A maximum of 70 points is allowed for incentive pay. Points will be accumulated from year to year until the employee has reached the maximum points that can be accumulated. The employee will be paid at the level attained during the calendar year. This will be determined by the City Manager during the month of December of each calendar year.

- B. Points shall be awarded as follows:
1. Five (5) points for each required college or university course completed with a passing grade.
 2. Three (3) points for each vocational-technical course completed with a passing grade.
 3. Three (3) points for each correspondence course completed with a passing grade.
 4. One (1) point for each seminar, short course, etc., attended where no time off is given from the job or pay is received unless attendance is required.
 5. Tuition reimbursement will be allowed, subject to approval by the City Manager, for courses taken for the purpose of obtaining a Master's Degree.
- C. Tuition expenses shall be reimbursed to the individual employee at the rate of 40% of the total expenses for the course upon successful completion of the course with a passing grade. All employees shall participate to the fullest extent possible in educational aid programs sponsored by the Federal and State Governments and/or private scholarship programs.
- D. Implementation of the incentive increment pay plan as directed above shall go into effect January 1, 1970.
- E. Approval for courses of study for the incentive increment pay plan shall be made by the City Manager or his designee. All courses must be cleared before the City employee registers for the class. In December of each calendar year, points will be added up and submitted to the City Manager for his consideration in incentive increment pay allocations.