COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WINONA, MINNESOTA

AND

MINNESOTA COUNCIL NO. 65, AMERICAN FEDERATION

OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO LOCAL UNION NO. 1788

FOR 2011

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LOCAL UNION NO. 1788

PREAMBLE

This Agreement is entered into by and between the City of Winona, Minnesota (hereinafter referred to as the "EMPLOYER") and Winona City Employees Local Union No. 1788, affiliated with Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "UNION").

ARTICLE 1 – PURPOSE

Pursuant to Minnesota Statutes, Chapter 179A.01 et. seq., it is the intent and purpose of this Agreement to place in written form the parties' full and complete agreement to establish wages, hours and other terms and conditions of employment; to promote harmonious relations between the EMPLOYER and the UNION; and to establish an equitable and peaceful procedure for the resolution of differences for the duration of this Agreement.

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ARTICLE 2 – DEFINITIONS

The terms set forth below shall be defined as follows:

Section 2.1. Union: Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, Local No. 1788.

Section 2.2. Union Member: A member of Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, Local No. 1788.

Section 2.3. Employee: An Employee of the City of Winona and a person occupying a position in the bargaining unit for which Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, Local No. 1788 is the exclusive representative.

Section 2.4. EMPLOYER: The City of Winona or the City.

Section 2.5. Union Officer: An officer elected or appointed by Minnesota Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, Local No. 1788.

Section 2.6. Base Rate of Pay: An Employee's regular straight-time hourly pay rate for all straight time hours worked exclusive of any other allowances.

Section 2.7. Call Time: The return of an Employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned regular scheduled work shift. An extension or early report to an assigned shift for duty does not qualify the Employee for call time pay.

ARTICLE 3 – RECOGNITION

Section 3.1. Pursuant to the Certification of the State of Minnesota Bureau of Mediation Services, Case No. 77-PR-858-A, dated June 15, 1977, the EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all employees of the City of Winona who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory and confidential employees, and further excluding all employees of the Fire Department, Police Department, Park Recreation Department, and Department of Public Works, except clerical employees in the Department of Public Works, Park Recreation Department, Police Department and Fire Department.

Section 3.2. The EMPLOYER will not enter into, establish or promulgate any resolution, agreement or contract with or affecting such employees as are defined in this Article, either individually or collectively which in any way conflicts with the terms or conditions of this Agreement or with the role of the UNION as the sole and exclusive bargaining agent for said employees.

ARTICLE 4 – EMPLOYER RIGHTS

Section 4.1. The EMPLOYER retains the full and unrestricted right to operate and manage all personnel, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to 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.

Section 4.2. Any "term or condition of employment" not explicitly established by this Agreement shall remain with the EMPLOYER to establish, modify or eliminate.

ARTICLE 5 – PAYROLL DEDUCTION

Section 5.1. The EMPLOYER agrees to deduct the Union membership initiation fee, assessments and monthly dues from the pay of those bargaining unit employees who individually request in writing that such deductions be made. The amounts to be deducted

shall be certified to the EMPLOYER by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer by the 10th of the succeeding month after such deductions are made. The authorizations shall be irrevocable during the term of this Agreement.

Section 5.2. The Union agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, order, or judgments brought or issued against the EMPLOYER as a result of any action or not taken by the EMPLOYER under the provisions of this Article.

ARTICLE 6 – WORK SCHEDULE

Section 6.1. Regular Scheduled Hours. The regular scheduled hours of work each day for full-time employees shall be consecutive.

Section 6.2. Overtime. Overtime pay at the rate of one and one-half the employee's base rate of pay will be paid for all hours worked in excess of forty (40) hours in a workweek.

ARTICLE 7 – WORK BREAKS

Section 7.1. Rest Breaks. Employees will be provided one fifteen (15) minute rest break for each four hours of work.

Section 7.2. Meal Breaks. Employees scheduled for six (6) hours per day or more shall receive an unpaid meal break during the scheduled shift.

ARTICLE 8 – HOLIDAYS

Section 8.1. Holidays Recognized and Observed. The following days shall be recognized and observed as paid holidays.

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve Day
Christmas Day	

Section 8.2. Eligible employees shall receive one (1) day's (8 hours) pay for each of the holidays listed above on which they perform no work. Regular part-time employee's and student aide pay shall be accrued on a pro-rata basis on hours worked. Whenever any of the holidays listed above fall on Saturday the preceding Friday shall be observed as the holiday. Exception would be for library employees who would observe the holiday on the Saturday it falls and be open on the preceding Friday. 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.

Section 8.3. Library employees will be provided with 3-day weekends on Martin Luther King's Birthday, President's Day, Memorial Day, Labor Day, Christmas Day and New Year's when these holidays are observed on Monday.

Section 8.4. Employees will receive same holidays as non-union employees.

Section 8.5. Eligibility Requirements. Employees shall be eligible for holiday pay when the employee has worked the last working day previous to and the first day following the holiday, or had been on an authorized leave, including sick leave and vacation, or an unpaid leave not to exceed four (4) days.

Section 8.6. Work on a Holiday. Full time employees scheduled to work on any of the holidays listed in Section 8.1 of this Article shall be paid one and one-half times their base rate of pay in addition to their holiday pay.

ARTICLE 9 – VACATION

Section 9.1. Eligibility and Allowance. 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

Section 9.1.1. After six (6) months of service, vacation time may be taken as earned. Employees may accumulate accrued vacation leave not to exceed the amount earned in one and one-half (1 ½) years.

Section 9.1.2. Regular part-time employee's vacation days shall be accrued on a pro-rata basis for hours worked.

Section 9.1.3. Student Aids shall receive one week of vacation accrued on a pro-rata basis for hours worked each year.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's base rate of pay in effect for the employee's regular job on the date immediately preceding the employee's vacation period.

Section 9.3. Choice of Vacation Period. Vacations shall be granted at the time requested by the employee, with supervisor's approval. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given the choice of vacation period if requested by March 15th, otherwise vacation shall be granted on a first come-first served basis.

Section 9.4. Sick Leave During Vacation. Should an employee contract any illness or disability during the vacation period that requires the attention of a physician, the period of sickness or disability shall be charged as sick leave and the charge against vacation reduced accordingly.

Section 9.5. Funeral Leave During Vacation. In the event of death in the immediate family during the employee's vacation, the employee shall be granted funeral leave as provided for in ARTICLE 11, upon request.

Section 9.6. Vacation Rights in Case of Lay-Off or Separation. Any employee who is laid off, discharged or separated from the service of the EMPLOYER for any reason prior to taking a vacation shall be compensated in cash for the unused vacation the employee has accumulated at the time of separation not to exceed one and one-half (1 1/2) years vacation accrual.

Section 9.7. Carry-Over and Usage of Vacation. Employees shall be entitled to accumulate vacation for one and one-half (1 1/2) years before the employee is required to use the vacation. The accumulation of 1 1/2 times vacation time earned shall be strictly enforced. Employees with excess accumulated vacation time after the above date will automatically lose the excess time. If due to hardship in a department, which causes the department head to deny approval for vacation time, the 1 1/2 times accumulated vacation clause will be waived.

Section 9.8. Work During Vacation. Any employee who is requested to and does work during the vacation period shall be paid for regular hours at the rate of one and one-half times the employee’s base rate of pay and for overtime hours at the rate of two and one-half (2 1/2) times the employee’s base rate of pay. In addition, the Employee's vacation (with pay) shall be rescheduled to any future period the employee may request.

ARTICLE 10 – SICK LEAVE

Section 10.1. Any employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties or employment shall receive sick leave with pay. Sick leave shall also include dental care, medical examination, medical treatment, quarantine directed by a physician, or illness in the immediate family. Scheduled visits to the physician or the dentist, such as annual check-ups, of members of the immediate family shall not be construed as illness in the immediate family.

Section 10.1.1. Employees shall be eligible for sick leave after thirty (30) days service with the EMPLOYER.

Section 10.1.2. Employees shall be allowed eight (8) hours of sick leave for each month of service. Regular part-time employees sick days shall be accrued on a pro-rata basis for hours worked.

Section 10.1.3. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave to a maximum of 960 hours.

Section 10.1.4. The EMPLOYER may require a doctor's certificate when an employee uses sick time. If the EMPLOYER determines that a second opinion is warranted, the EMPLOYER may select a physician of its choice at the EMPLOYER's expense.

Section 10.2. Upon death, 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. In converting unused sick leave to cash payments or establishing escrow accounts, as provided herein, the employee's hourly base rate of pay, at the time of death, retirement, or resignation shall be used.

Section 10.3. 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 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 base rate of pay at the time of death, retirement, or resignation shall be used.

Section 10.4. Employees with the maximum accumulation of nine hundred sixty (960) hours sick leave will be allowed up to 96 hours additional over the 960 hours maximum per calendar year, accounting of days used and earned made as of December 31. If the full 96 hours are not used, 33 1/3% of the unused balance will be added to the employee's vacation time.

After an employee has used all accumulated sick leave, the employee shall be granted, upon request, a leave of absence without pay, with the employee's name being removed from the payroll, to a maximum of six (6) months. The employee may request additional time, and it may be granted at the discretion of the EMPLOYER.

Section 10.5. The EMPLOYER and the UNION agree to comply with the following Worker's Compensation regulations:

It is agreed that if an employee of the EMPLOYER shall receive a compensable injury and have accrued benefits under sick leave, the EMPLOYER shall pay the difference between the compensation received by the employee and that employee's regular monthly pay rate, same to be deducted from said leave benefits. The EMPLOYER will provide for the payments described in this Section during the periods of disability. To receive the payments described in this Section, the employee must turn over the Worker's Compensation paycheck to the EMPLOYER.

Section 10.6. In the event injury or illness on the part of an employee governed hereby shall extend beyond the accumulated sick leave, additional sick leave may be granted toward the time to be accumulated by said employee, and the amount thereof to be chargeable toward unearned sick leave shall be discretionary with the City Manager subject to the grievance procedure.

ARTICLE 11 – LEAVE OF ABSENCE

Section 11.1. Eligibility Requirements. Employees shall be eligible for leave of absence after thirty (30) days service with the EMPLOYER.

Section 11.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the immediate supervisor. The request shall state the reason the leave of absence is being requested, and the approximate length of time off the employee desires.

Section 11.2.1. Authorization for a leave of absence, if granted, shall be furnished to the employee by the EMPLOYER, and it shall be in writing.

Section 11.2.2. Any request for a leave of absence shall be answered promptly; requests for immediate leaves (for example, family sickness or death) shall be answered before the end of the shift on which the request is submitted.

Section 11.2.3. A request for a short leave of absence -- a leave not exceeding one (1) month -- shall be answered within five (5) business days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) business days.

Section 11.2.4. In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, the employees shall be returned to the position they held at the time the leave of absence was requested.

Section 11.3. Paid Leaves.

Section 11.3.1. Funeral Leave. In the event of a death in the immediate family of an employee, the employee shall be granted three (3) days leave of absence with full pay to make household adjustments, arrange for medical services or to attend funeral services. For the purpose of this subsection, the immediate family shall mean the employee's spouse, child, stepchild, mother, stepmother, father, stepfather, sister, stepsister, brother, stepbrother, mother-in-law, father-in-law, sister-in-law, brother-in-law, guardian or ward, and grandparents of employee and spouse. Additional funeral leave, if granted, shall be charged to sick leave or vacation leave at the option of the employee.

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.

In the event the employee is to serve as pallbearer at a 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.

Regular part-time employees shall be entitled to the funeral leave benefits provided by this subsection on a pro-rata basis for hours worked.

Section 11.3.2. Jury Duty. All employees shall receive an automatic leave of absence when called for jury duty. The employee shall be paid at the base rate of pay by the EMPLOYER, less the amount of remuneration received while serving on jury duty.

Section 11.3.3. Voting Time. Every employee who is entitled to vote at any State-wide general election or at any election to fill a vacancy in the office or representative in Congress is entitled to be absent from work for the purpose of voting during the forenoon of such election day without penalty or deduction from wages on account of such absence.

Section 11.4. Unpaid Leaves.

Section 11.4.1. Reasonable Purposes. Leave of absence for a limited period -- not to exceed six (6) months -- may be granted for any reasonable purpose and such leaves may be extended by the City Manager subject to grievance procedure. Reasonable purpose in each shall be agreed upon by the UNION and the EMPLOYER.

Section 11.4.2. Union Business. Employees elected to any UNION office or selected by the UNION to do work which takes them from their employment with the EMPLOYER shall, at the written request of the UNION, be granted a leave of absence. The leave of absence shall not exceed twelve (12) days in a calendar year for total UNION membership. It is agreed that serving as a UNION officer beyond the local level is a reasonable purpose for a leave of absence as provided for in the previous subsection.

ARTICLE 12 – MINIMUM TIME PAY ALLOWANCES

Section 12.1. Reporting Time. Employees who are scheduled to work and who report for work as scheduled shall receive a minimum of four (4) hours pay at the appropriate rate.

Section 12.2. Call Time. Employees called to work during their regular off-duty time shall be paid a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's base rate of pay.

ARTICLE 13 – LONGEVITY

Section 13.1. The City 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 wage*
After 10 years of service	2% of gross annual wage*
After 15 years of service	3% of gross annual wage*
After 20 years of service	4% of gross annual wage*

*gross annual wage = base rate of pay x regularly scheduled straight-time hours not to exceed 2,080.

Section 13.2. Part-time employees serving the equivalent number of hours as full-time employees shall receive longevity in accordance with the above schedule. For purposes of computation, one year of service shall equal 2,080 hours.

Section 13.3. 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.

Section 13.4. Decisions under this Article are grievable but not arbitrable under ARTICLE 18. In lieu of Step 4 of ARTICLE 18, 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 the panel will be final.

Section 13.5. The longevity computed above shall be based upon years of service accumulated as of December 1, and shall be paid in a lump sum within ten (10) calendar days after December 1 of each year of this Agreement.

ARTICLE 14 – OVERTIME

Section 14.1. Rate of Pay. Time and one-half (1 ½) the employee's base rate of pay, or compensatory time off at the rate of one and one-half (1 ½) for each hour worked, shall be paid for hours worked in excess of forty (40) hours in any workweek. For purposes of calculating overtime compensation under the terms of this Agreement, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 14.2. Work at Employee's Option. Overtime work will be distributed by job classification as equally as practicable.

Section 14.3. Holiday and Paid Leave Time for Computing Overtime. All holidays and paid leave time shall be considered time worked for the purpose of computing overtime.

Section 14.4. Compensatory Time. If compensatory time is used as a means of payment for overtime, then the overtime rate shall be one and one-half (1 1/2) hours off, with a maximum accumulation not to exceed one hundred eighty (180) hours for full-time employees and the maximum accumulation to be pro-rated for part-time employees.

ARTICLE 15 – SENIORITY

Section 15.1. Definition. Seniority means the length of an employee's continuous service with the EMPLOYER since the last date of hire.

Section 15.2. Probation Period. New employees shall be added to the seniority list twelve (12) months after their date of hire. Seniority will revert to the first day of employment.

Section 15.3. Seniority Lists. Every six (6) months, the EMPLOYER shall furnish a seniority list showing the continuous service of each employee to the local UNION.

Section 15.4. Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

ARTICLE 16 – VACANCIES, PROMOTIONS, TRANSFERS AND LAY-OFF

Section 16.1. Vacancies. Vacancies in the bargaining unit which the EMPLOYER intends to fill shall be posted for ten (10) work days. Written applications must be submitted to the EMPLOYER. Vacancies will be filled in accordance with the City's Merit Board Rules.

Section 16.2. Promotions/Transfers. A promoted or transferred employee shall be granted a three (3) month trial period to determine:

1. Employee's ability to perform the job;

2. Employee's desire to remain on the job.

During the 3 month probationary period, the employee shall have the opportunity to revert to the employee's former position. During the 3 month probationary period, the EMPLOYER shall have the right to return the employee to the employee's former position. Such action by the EMPLOYER shall not be subject to the grievance procedure.

Section 16.3. Lay-Off. In the event of a lay-off, the following procedures will be utilized:

1. In the event of a reduction in force, the EMPLOYER shall first lay off probationary, temporary, and seasonal employees in the classification(s) affected by the lay off before laying off non-probationary employees in the bargaining unit. Thereafter the lay off shall be by classification in inverse order of seniority. A full-time employee who is laid off shall have the right to displace a fulltime employee with less seniority, or a part-time employee with less seniority, in an equal or lower paying job classification, provided the displacing employee is qualified for the classification. A part-time employee who is laid off shall have right to displace a part-time employee with less seniority, in an equal or lower paying job classification, provided the displacing employee is qualified for the classification. The EMPLOYER shall determine whether or not an employee meets the qualifications. In the event the UNION disagrees, it shall limit the grievance to whether or not the employee involved meets the said qualifications.

2. Should the EMPLOYER determine that an employee is eligible to move into more than one position held by a less senior employee, the EMPLOYER shall also determine which position the laid off employee may move into.

3. The person displaced shall have the same preference and may use the same procedure as above.

4. Employees who utilize this provision shall be placed on a salary step for the position which is equivalent to their previous salary or be placed on the top of the pay range for the position, whichever is lesser.

5. No employee whose job description is rewritten shall be laid off, demoted or suffer reduction of salary as a result thereof.

6. Recall from lay off shall be by classification in inverse order of lay off or displacement. No vacancies in the classification(s) shall be filled by promotion or hiring until all employees who have been laid off and displaced from the classification and who wish to return to work in the classification have been recalled. Notice of recall shall be sent to employees at their last known address by Registered or Certified mail. If the employee fails to report for the job to which he or she has been recalled within ten (10) calendar days from the date on which the notice of recall was mailed, the employee shall lose his or her right to recall. The EMPLOYER shall not employ any seasonal or temporary workers in a classification from which employees are laid off or displaced unless the employees on lay off or displaced status refuse to accept the available work. An employee on lay off status shall be deemed terminated if not recalled within

two (2) years following the date of lay off. Any employee, who refuses to return to work in a lower classification, shall not lose their right to recall.

ARTICLE 17 – DISCIPLINE AND DISCHARGE

Section 17.1. Discipline. Disciplinary action may be taken against an employee only for just cause. Disciplinary actions or measures shall be taken in one or more of the following forms:

- Oral Reprimand
- Written Reprimand
- Suspension
- Demotion
- Transfer
- Discharge

Section 17.1.1. Any disciplinary action or measure imposed on an employee may be processed as a grievance through the procedure described in ARTICLE 18. All suspensions shall be brought to the third step of the grievance procedure as outlined in ARTICLE 18.

Section 17.2.2. If the EMPLOYER has just cause for disciplining an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 17.2. Discharge. In accordance with Section 17.1, the EMPLOYER shall have the right to suspend or discharge an employee who:

1. Is judged guilty of serious violations of generally accepted standards of employee conduct as, but not limited to, theft, willful destruction of the EMPLOYER's property, gross insubordination, or falsifying documents.

2. Fails to pass the initial probationary period.

Should the EMPLOYER feel there is just cause for discharging an employee, the UNION and the employee shall be notified in writing by the EMPLOYER of the reasons for the discharge. The UNION shall have the right to initiate a grievance following the suspension or discharge of an employee at the third step of the grievance procedure as contained in Article 18.

Section 17.3. Union Representation. Before the EMPLOYER may institute disciplinary action against an employee, the employee shall be given the opportunity to have the appropriate UNION steward or UNION official present, however, the refusal of the UNION

steward or UNION official to participate, or the unavailability of the UNION steward or UNION official due to absence, shall not abridge the EMPLOYER's right to take disciplinary action in accordance with the article.

Section 17.4. Presentation of Evidence. Each employee shall have only one (1) official personnel file. No written documentation of prior disciplinary action or written allegation of improper employee behavior shall be used as the basis for disciplinary action unless it has been entered into the employee's official personnel file. Employees shall be given a written copy of any entries to their personnel file which is the result of disciplinary action and shall be allowed to reply thereto. All employees shall have the right to inspect their personnel file during working hours, without loss of pay, in the presence of the EMPLOYER and the appropriate UNION steward or UNION official if the employee so chooses in accordance with applicable law.

ARTICLE 18 – GRIEVANCE PROCEDURE

Section 18.1. Definition. A grievance for the purpose of this provision is defined as a dispute or disagreement of the application or interpretation of any term(s) or condition(s) of this Agreement.

Section 18.2. Procedure. All grievances shall be settled in the following manner:

Step 1. An employee, or the Union on behalf of an employee or employees, claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred or within twenty-one (21) calendar days after, through the use of reasonable diligence, the employee should have had knowledge of the occurrence that gave rise to the grievance, 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 Step 1 answer. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days of the date of the EMPLOYER's Step 1 answer shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the employee's Department Head and/or the EMPLOYER-designated Step 2 representative. The Department Head or EMPLOYER-designated representative shall give the UNION the EMPLOYER's Step 2

answer in writing within ten (10) calendar days after the Step 2 grievance is discussed as provided herein. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Department Head's and/or the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days of the date of the EMPLOYER's Step 2 answer shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the City Manager and/or the City Manager's designated Step 3 representative. The City Manager or the designated representative shall give the Union the EMPLOYER's answer in writing within ten (10) calendar days after the Step 3 grievance is discussed as provided herein. A grievance unresolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of the date of the EMPLOYER's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days of the date of the EMPLOYER's Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

Step 3A. A grievance unresolved in Step 3 may by mutual agreement of the parties,be submitted to mediation through the Minnesota Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

Step 4. A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act , Minnesota Statutes, Chapter 179A, as amended, and the selection of an arbitrator shall be made in accordance with the rules and regulations established by the State of Minnesota Bureau of Mediation Services.

Section 18.3. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing by the parties to this Agreement, and shall have no authority to make a decision on any other matter not submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of the law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms and conditions of this Agreement and to the facts of the grievance presented.

The Arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The fees and expenses of 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, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

Section 18.4. Representation. The EMPLOYER will recognize the UNION-Representatives designated by the employees as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the EMPLOYER in writing of the names of such representatives and of their successors when so designated.

Section 18.5. Time Limits. If a grievance is not submitted within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next high Step or Steps within the specified time limits or an extension of the time limits agreed to, it shall be considered as being settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance in the specified time limits, the UNION shall consider the grievance as being denied and may proceed to the next higher Step(s). The time limit in each Step may be mutually extended by mutual agreement in writing between the EMPLOYER and the UNION.

Section 18.6. Processing Grievances. The local UNION president and UNION stewards and aggrieved employee may attend grievance procedure meetings during work without loss of pay.

Section 18.7. Exclusive Procedure. The procedure described herein shall be the sole means of resolving grievances submitted by the employees of the bargaining unit.

Section 18.8. Authorized Representatives. Duly authorized representatives of the American Federation of State, County and Municipal Employees Union shall have the right to accompany the employee at any Step of the grievance procedure.

Section 18.9. Union-Management Committee. Employees elected by the UNION to act as UNION representatives shall be known as stewards. The names of employees selected to act as stewards and the names of other UNION representatives who may represent employees shall be certified in writing to the EMPLOYER by the local UNION, and the individuals so certified shall constitute the UNION grievance committee.

Section 18.9.1. The EMPLOYER shall meet at least once each month, provided there are items to discuss, at a mutually convenient time with the UNION grievance committee, with a printed agenda provided previous to the meeting.

Section 18.9.2. All grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the EMPLOYER other issues which would improve the relationship between the parties.

Section 18.10. Choice of Remedy. If, as a result of the written 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 either to Step 4 of this Article or a procedure such as Civil Service, Veteran's Preference, or Human Rights, or by the grievant instituting an action in federal or state court, with a state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article. The aggrieved employee will indicate in writing which procedure is to be utilized—Step 4 of this Article or another appeal procedure—and will sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee from making an additional appeal through any other procedure.

ARTICLE 19 – GENERAL PROVISIONS

Section 19.1. Neither the EMPLOYER nor the UNION will discriminate against any employee on any basis prohibited by law.

Section 19.2. The EMPLOYER agrees that during working hours, on the EMPLOYER'S premises and without loss of pay, UNION representatives shall be allowed to:

1. Collect UNION dues, initiation fees and assessments if all these funds are not collected through payroll deductions;

2. Solicit UNION membership during other employee's non-working time;

3. Attend collective bargaining agreement negotiation meetings with representatives of the EMPLOYER. Four (4) members maximum shall be paid during working hours for such attendance at collective bargaining meetings; and

4. Transmit communication authorized by the local UNION or its officers or other UNION representatives concerning the enforcement of any provisions of this Agreement.

Section 19.3. Bulletin Boards. The EMPLOYER agrees to maintain space on departmental bulletin boards to be used by the UNION for UNION business only. The UNION shall limit its posting and notices to such spaces and the EMPLOYER shall have no approval over the materials to be posted on such boards except notices of a political or libelous nature.

Section 19.4. The EMPLOYER agrees that accredited representatives of the American Federation of State, County and Municipal Employees, representatives, or international representatives, shall have full and free access to the premises of the EMPLOYER during working hours to conduct UNION business for a reasonable period of time so as not to disrupt departmental operations.

Section 19.5. All authorized in-service training shall be at the expense of the EMPLOYER.

Section 19.6. Savings Clause. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified Article, Section or portion thereof directly specified in the decision and shall be renegotiated at the request of either party.

Section 19.7. Professional Activities. Membership in a professional organization or training program may require attendance at committee meetings, conferences, seminars, or institutes. Employee time spent in the activities may be approved by the immediate supervisor and the City Manager. The following shall be the basis for granting employee time for attendance:

1. The conference should tie in with the employee's work assignment;

2. Selection shall be made on the consideration of potential benefits to the employee and the EMPLOYER;

3. Registration fees shall be reimbursed by the EMPLOYER;

4. Attendance at such meetings shall also depend upon seniority, who last attended, and the number of employees who wish to attend.

Section 19.8. Incentive Pay Increment Plan. The EMPLOYER shall continue the incentive pay increment plan in its present form for employees that are on the payroll as of December 31, 1982. Employees hired after January 1, 1983, are not eligible for the incentive pay increment plan.

Section 19.9. The EMPLOYER may require an employee to undergo an examination to be given by a licensed physician of the EMPLOYER'S choosing at the expense of the EMPLOYER.

In the event that the employee is unable to continue in the employee's present position, the employee may choose from the jobs available that can be performed in the three (3) months following the examination. If no position is available or agreeable to the employee, the employee shall then apply for a disability pension. These provisions shall not apply where the EMPLOYER had knowledge of a pre-existing condition.

ARTICLE 20 – INSURANCE BENEFITS

Section 20.1. All eligible employees covered by this Agreement shall be eligible for the hereinafter described insurance coverage.

Section 20.2. Life Insurance. The EMPLOYER will provide all employees regularly scheduled to work 30 or more hours per week covered by this Agreement life insurance policies in the amount of $10,000.00.

Section 20.3. Health Insurance.

Section 20.3.1. For 2011, the EMPLOYER will contribute to each employee participating in the EMPLOYER group health insurance plan an amount equal to that amount contributed by the EMPLOYER for health insurance for the EMPLOYER's non-organized employees.

Section 20.3.2. The EMPLOYER shall pay as provided for in Section 20.3.1 above medical, surgical, and hospitalization premiums for all employees who are absent because of paid vacations or leave of absence because of illness.

Section 20.4. 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.

Section 20.5. The employee is responsible for the full payment of insurance premiums while on unpaid leave of absence. Additionally, the employee is required to maintain the same level of health insurance coverage while on an unpaid leave of absence that was in force prior to the unpaid leave of absence.

ARTICLE 21 – WAIVER

Section 21.1. 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 21.2. 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 and 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 the 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, except where so stipulated, or with respect to any terms or condition of employment not specifically referred to or covered in this Agreement, even though such terms or conditions may or may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 22 – DURATION

The Agreement shall be effective as of the 1st day of January, 2011, and shall remain in full force and effect through the 31st day of December, 2011 provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to the expiration of this Agreement, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement. This Agreement shall remain in full force and be effective in accordance with applicable law during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY OF WINONA	American Federation of State, County and Municipal Employees, AFL-CIO Local No. 1788, Council 65
_____ City Manager	_____ Business Agent
_____ City Clerk	_____ Union President
_____ Date	_____ Date

SCHEDULE A

WAGE SCHEDULE

Employees shall be compensated in accordance with the following wage schedule. This wage schedule shall be considered a part of this Agreement for 2011.

New employees, except as provided for herein, shall generally start at seventy (70%) percent of the wage specified in the Schedule for their 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 (2) years, ninety (90%) percent; and at completion of three years, one hundred (100%) percent. These are the minimums that shall be paid.

However, Administration shall have the option to hire at eighty percent (80%) or ninety percent (90%) of full salary. If the new employee is hired at eighty percent (80%), said employee shall receive an increase to ninety percent (90%) of full salary at one (1) year and one-hundred percent (100%) at two (2) years. If said employee is hired at ninety percent (90%) of full salary, said employee shall receive an increase to ninety-five percent (95%) at six (6) months and one-hundred percent (100%) at one (1) year.

Employees who are promoted shall be paid fifty (50%) percent of the wage difference for the first six (6) months and shall receive one hundred (100%) percent upon completion of six (6) months.

Job descriptions for employees shall be reviewed by the EMPLOYER at the request of the employee, but shall not be subject to review more than once in an eighteen month period.

2011 WAGE RATES

JobTitle	January 1, 2011 0%
Accounting Clerk	$ 19.80
Animal Control Officer	$ 19.34
Assistant Senior Advocate	$ 20.03
Building Inspector	$ 23.07
Building Inspector II	$ 23.74
Building Maintenance I	$ 17.95
Building Maintenance II	$ 19.45
Community Development Specialist	$ 23.81
Graphics/Complaint Coordinator	$ 20.03
Information Systems Coordinator	$ 23.88
Librarian	$ 23.81
Library Aide	$ 14.32
Library Aide II	$ 17.70
Library Associate	$ 18.25
Library Associate II	$ 21.91
Parking Control Officer	$ 18.77
Payroll Technician	$ 20.60
Secretary	$ 18.98
Secretary/GIS Technician	$ 19.80
Senior Citizen Advocate	$ 21.91
Senior Friendship Center Program Coordinator	$ 19.92
Senior Utility Accountant	$ 21.17
Student Aide 1 Year	$ 8.09
Student Aide 2 Years	$ 8.34
Student Aide 3 Years	$ 8.67
Student Aide 4 Years	$ 8.92
Seasonal/Temporary Employees	$ 7.89

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF WINONA
AND
AFSCME LOCAL NO. 1788

The Parking Control Officer and Animal Control Officer shall be entitled the sum of $490 per year for 2011 towards the purchase of uniforms. The purchase shall be approved by the Department Head.

This Letter of Understanding shall remain in full force and effect during the term of the 2011 contract between the City of Winona and Minnesota Council No. 65, American Federation of State, County, and Municipal Employees, AFL-CIO Local Union No. 1788.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the respective date and year written below.

FOR CITY OF WINONA	FOR AFSCME LOCAL NO. 1788
_____	_____
City Manager	Business Agent
_____	_____
City Clerk	Union President
_____	_____
Date	Date