

LABOR AGREEMENT  
BETWEEN  
**CITY OF WINDOM**  
AND THE  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL UNION 949**

**JANUARY 1, 2021 THROUGH DECEMBER 31, 2023**

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MASTER LABOR AGREEMENT  
BETWEEN  
CITY OF WINDOM  
AND  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
LOCAL UNION 949

ARTICLE I - PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF WINDOM, hereinafter called the EMPLOYER, and I.B.E.W. LOCAL UNION 949, hereinafter called the UNION.

- 1.1 It is the intent and purpose of this AGREEMENT to:
  - 1.1.1 Establish an equitable and orderly procedure for the resolution of disputes concerning this AGREEMENT'S interpretation and application; and
  - 1.1.2 Place in written form the parties' agreement upon the rates of pay, hours of work and other terms and conditions of employment contained herein; and
  - 1.1.3 Promote harmonious relations between the EMPLOYER and the UNION.
- 1.2 The EMPLOYER and the UNION, through this AGREEMENT continue and pledge their dedication to the highest quality of public service.

## ARTICLE II - RECOGNITION

2.1 The EMPLOYER recognized the UNION as the exclusive representative for:

"All employees of the City of Windom, Minnesota, who are public employees within the meaning of Minnesota Statutes, 179A.03, Subd. 14, excluding supervisory, confidential and all other employees."

2.2 "All other employees" as referred to in Section 2.1 includes essential employees and employees of the Windom City Hospital.

2.3 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

2.4 For the purposes of determining inclusion or exclusion of part-time employees whose job class falls within the definition of the unit, employees must work fourteen (14) or more hours in twenty-six (26) or more weeks per year.

### ARTICLE III - DEFINITIONS

- 3.1 UNION: The International Brotherhood of Electrical Workers, Local Union 949.
- 3.2 UNION MEMBER: A member of I.B.E.W., Local Union 949.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit as described in ARTICLE II of this AGREEMENT.
- 3.4 REGULAR EMPLOYEE: An employee who has completed the required probationary period.
- 3.5 PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period.
- 3.6 EMPLOYER: The City of Windom
- 3.7 UNION OFFICER: Officer elected or appointed by I.B.E.W., Local Union 949.
- 3.8 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowances.
- 3.9 WORK SHIFT: A work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: A rest break shall consist of a fifteen (15) minute paid period.
- 3.11 LUNCH BREAKS: A lunch break shall consist of a sixty (60) minute unpaid period.
- 3.12 RETIREMENT: Shall mean a bona fide retirement as defined by the Minnesota Public Employees Retirement Association (PERA) or an employee's retirement age as defined by the Federal Social Security Administration.

ARTICLE IV - EMPLOYER SECURITY

The UNION agrees that during the life of this AGREEMENT it will not cause, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER as prohibited by Minnesota Statutes, chapter 179A.

## ARTICLE V - EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, 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 establish work schedules and to perform any inherent managerial function not specifically limited by this AGREEMENT.
  
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.



## ARTICLE VI - UNION SECURITY

- 6.1 Upon receipt of written notice from the UNION, the EMPLOYER agrees to deduct from the wages of employees who authorize such deduction in writing an amount to equal monthly UNION dues. Such monies shall be remitted to the designated officer of the UNION, together with a list of the names of the employees from whose wages deductions were made. Written notice of any change in monthly deductions will be submitted thirty (30) calendar days in advance by the UNION to the EMPLOYER.
- 6.2 The UNION may designate employees from the bargaining unit to act as Stewards and alternates and shall inform the EMPLOYER in writing of such notice and changes in the position of Stewards and/or alternates.
- 6.3 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 6.4 UNION Stewards and representatives shall have access to the premises of the EMPLOYER with the prior approval of the EMPLOYER-designated representative at reasonable times and subject to reasonable rules to investigate and process grievances.

## ARTICLE VII - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

### 7.1 DEFINITIONS OF A GRIEVANCE

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

### 7.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION 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 UNION representatives and of their successors when so designated as provided by 6.2 of this AGREEMENT.

### 7.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION 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 work hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a UNION 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 work hours provided that the employee and the UNION representative have notified and received prior 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.

### 7.4 PROCEDURE

Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1: An employee claiming a grievance as defined in Section 7.1, shall, with the employee's UNION representative, present the grievance to the employee's supervisor as designated by the EMPLOYER within five (5) work days after such alleged violation has occurred. The employee's supervisor will discuss and provide an oral answer within five (5) workdays after receipt.

Step 2: In the event that the grievance is not resolved in Step 1, the UNION may present and discuss the written grievance to the EMPLOYER-designated Step 2 representative within five (5) work days of the Step 1 response or be considered waived. The written grievance must include the nature of the grievance, the facts on which it is based, the specific provision(s) of the AGREEMENT allegedly violated and the remedy sought. The EMPLOYER-designated representative shall provide a written response within twenty-one (21) work days after receipt of the Step 2 grievance.

Step 3: In the event that the grievance is not resolved in Step 2, the UNION may submit the grievance to the Minnesota Bureau of Mediation Services within five (5) work days of the Step 2 response or be considered waived. If the grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within five (5) work days following the EMPLOYER-designated representative's final Step 3 answer.

Step 4: A grievance unresolved in Step 3 and appealed to Step 4 by the UNION may be submitted to arbitration by request for a list of arbitrators made within five (5) work days following the EMPLOYER-designated representative's final Step 3 answer. The request shall be made to the Minnesota Bureau of Mediation Services which shall provide a list of arbitrators in accordance with its rules. The parties shall determine who strikes first by a flip of the coin with the loser striking first. The parties shall alternately strike names until one (1) name remains on the list. The arbitrator shall be notified of his/her selection by a letter from the parties.

## 7.5 ARTIBRATOR'S AUTHORITY

A. 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 the specific issue(s) 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.

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 close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION 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 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, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

## 7.6 WAIVER

If a grievance is not presented or appealed by the UNION within the time limits set forth above, the grievance shall be considered waived. The time limits as stated may be extended upon mutual agreement. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied and may proceed to the next step.

## ARTICLE VIII - SAVINGS CLAUSE

In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## ARTICLE IX - DISCIPLINE

- 9.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
- a) oral reprimand
  - b) written reprimand
  - c) suspension
  - d) demotion
  - e) discharge
- 9.2 Notice of suspensions, demotions and discharges will be in written form and will state the reasons for the action taken. The UNION shall be proved with the copy of such notice.
- 9.3 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.
- 9.4 Employees will not be questioned concerning the investigation of events or circumstances which may lead to disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such meeting.
- 9.5 Prior to taking disciplinary action, if the EMPLOYER requires the employee to meet concerning possible disciplinary action, the employee will be given an opportunity to have a UNION representative present at such meeting.
- 9.6 Grievances relating to this Article shall be initiated by the UNION in Step 2 of the grievance procedure under ARTICLE VII.

## ARTICLE X - WORK SCHEDULES

- 10.1 The sole authority in establishing work schedules is the EMPLOYER. The normal work year for full-time employees will be 2,080 hours and shall be accounted for by each employee through:
- a) hours worked on assigned shifts
  - b) assigned training hours
  - c) authorized paid leave time
- 10.2 Nothing contained in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 10.3 Full-time employees who work an eight (8) hour day shall receive a rest break of fifteen (15) minutes in the morning and in the afternoon. Part-time employees who work less than an eight (8) hour day shall receive a fifteen (15) minute rest break during each four (4) hour period of work.
- 10.4 Full-time employees shall receive a one (1) hour lunch break during each eight (8) hour day.
- 10.5 The EMPLOYER will give no less than seven (7) calendar days of advance notice to the employees affected by a change in scheduled shifts and to the steward. In the event that work is required because of unusual or emergency circumstances such as, but not limited to, fire, flood, snow, sleet or breakdown of municipal equipment or facilities, no advance notice need be given.
- 10.6 The normal work day for a full-time employee shall be eight (8) hours. The normal work week shall be forty (40) hours Monday through Friday.
- 10.7 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal or annual basis other than the normal work day.
- 10.7.1 The normal work day and work week for Electric Distribution and Telecom Departments currently are **7:30 a.m. to 4:00 p.m.** with **one-half (1/2) hour** for lunch and a fifteen (15) minute break during each morning and each afternoon Monday through Friday.
  - 10.7.2 The normal work day and work week for the Water and Waste Water Department and Park and Street Department currently are 7:00 a.m. to 4:00 p.m. with one (1) hour for lunch and a fifteen (15) minute break during each morning and each afternoon Monday through Friday.
  - 10.7.3 The normal work day and work week for the Arena Department are based on service needs and currently vary Monday through Sunday to provide the required coverage. Work shifts currently include one (1) hour for lunch and breaks as scheduled.
  - 10.7.4 The normal workday and work week for the Municipal Liquor Store Department are based on service needs and currently vary between the hours of 9:00 a.m. to 10:00 p.m. Monday through Saturday and 1:00 p.m. to 5:00 p.m. on Sunday to provide the required coverage. Work shifts currently include one (1) hour for lunch and breaks as scheduled. Hours of operation on Sunday may be subject to change to allow for extended coverage up to what is allowed by State law.
  - 10.7.5 **The normal workday and work week for City Hall Administration Department is currently 8:00 a.m. to 5:00 p.m. with one (1) hour for lunch and a fifteen (15) minute break during each morning and each afternoon Monday through Friday. The City agrees to a flexible work schedule for summer hours from May 1<sup>st</sup> through Labor Day to be determined within the department.**

- 10.8 Service to the public may require the establishment of regular work weeks during which work is scheduled on Saturdays and/or Sundays.
- 10.9 The normal work day and the normal work week for part-time employees will be scheduled by the EMPLOYER in accordance with service needs.

## ARTICLE XI - OVERTIME

- 11.1 Regular, full-time employees will be compensated at one-and-one-half (1-1/2) times the employee's regular base pay rate for hours worked in excess of forty (40) hours in a seven (7) day period. Changes of shifts do not qualify an employee for overtime under this Article.
- 11.2 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 11.3 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.4 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 11.5 At the discretion of the EMPLOYER-designated representative, employees may be paid for overtime worked in accordance with Section 11.1 or be allowed to use compensatory time off in accordance with Section 11.1. Accrual and use of compensatory time off shall be subject to the prior approval of the EMPLOYER and accrual shall not exceed sixty (60) hours without EMPLOYER or EMPLOYER-designated representative approval. Employees shall have the option to cash out compensatory time once per calendar year with said payment made in conjunction with normal payroll.
- 11.6 Employees at the Community Center will be compensated at one-and one-half (1-1/2) times the employee's regular base rate for any shift exceeding eight (8) hours.



## ARTICLE XII - SENIORITY

- 12.1 Seniority rosters shall be maintained by the EMPLOYER as follows:
- 12.1.1 EMPLOYER seniority will be determined by the employee's length of continuous service with the City of Windom.
  - 12.1.2 Bargaining unit seniority will be determined by the employee's length of continuous service in all positions covered by this AGREEMENT.
  - 12.1.3 Job classification seniority will be determined by the employee's length of continuous service in a position covered by this AGREEMENT.
- 12.2 The EMPLOYER will provide the UNION with an updated seniority roster annually.
- 12.3 Employees who separate from employment shall lose their seniority except when such separation is due to lay-off. An employee shall be considered separated from employment in cases of: resignation, retirement, discharge and unauthorized absence for a period of three (3) or more consecutive work days.
- 12.4 An employee who is rehired following separation from employment shall be considered a new employee for purposes of seniority.
- 12.5 An employee who has been suspended without pay for thirty (30) or more work days shall have his/her seniority date reduced by the number of work days on suspension without pay. An employee who has been found to have been suspended without pay or discharged without cause shall have his/her seniority reinstated.
- 12.6 An employee who has completed the probationary period shall have his/her seniority dates established retroactively.
- 12.7 An employee who is injured while on duty shall retain and continue to accrue seniority while on paid or unpaid approved leave of absence due to such injury. For purposes of progression through the wage schedule, unpaid approved leaves of absence shall not be credited and the employee's anniversary review date shall be set forward by the amount of time on unpaid leave of absence. When an employee who has been injured on duty returns to work, he/she shall be credited with seniority accrued while on paid or unpaid approved leave of absence due to such injury.

### ARTICLE XIII - LAY OFF AND RECALL

- 13.1 The EMPLOYER shall be the sole authority in determining which job classification(s) and department(s) are to be affected by a lay off. Employees shall be laid off on the basis of job classification and seniority only when the job relevant qualification factors between employees are equal. In case job classification seniority between two (2) employees is equal, employer seniority shall prevail.
- 13.2 Employees laid off by the EMPLOYER shall retain recall rights for a period of twelve (12) months from the date of layoff. If an opening occurs in the job classification from which the employee was laid off within the twelve (12) month recall period, the employee with greater job classification seniority will be recalled to fill that position provided that at the time of recall, the employee has maintained the job-relevant qualifications required by the EMPLOYER. It shall be the employee's responsibility to keep the EMPLOYER informed of the employee's current address. The EMPLOYER shall notify employees on layoff to return to work by certified mail. The employee must return to work within two (2) weeks of receipt of this notification to be eligible for re-employment. If the EMPLOYER does not receive confirmation of receipt of this notice within thirty (30) calendar days of sending it by certified mail, the EMPLOYER may fill the vacant position to which the employee was recalled and the employee loses recall rights to that position.

#### ARTICLE XIV - PROBATIONARY PERIOD

- 14.1 The probationary period for a newly hired or promoted full-time employee shall extend six (6) months from the date of hire or promotion.
- 14.2 The probationary period for a newly hired or promoted part-time employee shall extend one thousand and forty (1,040) hours from the date of hire or promotion.
- 14.3 A probationary full-time employee shall accrue vacation and sick leave beginning the date of hire. Earned sick leave and the floating holiday may not be used by a newly hired probationary employee until after completion of the probationary period. Earned vacation may not be used by a newly hired probationary employee until after completion of the probationary period.
- 14.4 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the EMPLOYER. During the probationary period, a promoted or transferred employee may be replaced in the position previously held at the discretion of the EMPLOYER. A promoted or transferred employee may elect to return to the position previously held within thirty (30) calendar days of transfer or promotion.

## ARTICLE XV - JOB POSTING

- 15.1 Job vacancies within the designated bargaining unit will be posted for five (5) work days prior to the filling of such vacancies.
- 15.2 EMPLOYER seniority will be the determining criterion for transfers and promotions within the bargaining unit only when the job-relevant qualification factors between employees are equal as determined by the EMPLOYER.
- 15.3 To be considered for a job vacancy, an employee must:
  - 15.3.1 apply for the job opening in the manner specified in the job posting
  - 15.3.2 meet the job-relevant qualifications and other conditions of employment for the job classification as determined by the EMPLOYER.
  - 15.3.3 be performing satisfactorily in the employee's current position as determined by the EMPLOYER.
- 15.4 Employees shall be promoted or transferred on the basis of job-relevant qualifications as determined by the EMPLOYER and seniority. In the event that the job-relevant qualifications of employees are equal as determined by the EMPLOYER, bargaining unit seniority shall prevail.
- 15.5 An employee who is promoted or transferred shall be subject to the conditions of ARTICLE XIV-PROBATIONARY PERIOD.
- 15.6 EMPLOYER seniority will be the determining criterion for transfers and promotions within the bargaining unit only when the job-relevant qualification factors between employees are equal as determined by the EMPLOYER.

ARTICLE XVI - HOLIDAYS

16.1 Full-time employees shall be compensated for the following holidays which shall consist of eight (8) hours except as otherwise noted:

New Year's Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	
Martin Luther King Day	One (1) Floating Holiday

16.2 In the event that an eight (8) hour holiday falls on a Sunday, the following Monday shall be observed as the holiday. In the event that an eight (8) hour holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. In the event that Christmas falls on a Saturday, the preceding Friday shall be observed as the Christmas holiday and the preceding Thursday shall be observed as the Christmas Eve holiday. In the event that Christmas falls on a Sunday, the following Monday shall be observed as the Christmas holiday and the preceding Friday shall be observed as Christmas Eve. In the event Christmas falls on a Monday, the preceding Friday will be observed as the Christmas Eve holiday.

16.3 Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day following the holiday in order to receive holiday pay unless the employee has an approved absence due to illness or injury or is on approved vacation leave.

16.4 The floating holiday will be scheduled with the prior approval of the EMPLOYER-designated representative. If the floating holiday is not utilized by an employee prior to the employee's termination from employment, the employee will not be paid for it. Floating holiday shall not be carried over from one calendar year to the next if not used by the employee in the year it was earned. To be eligible for the floating holiday, a newly hired employee must have completed the probationary period.

16.5 An employee who is required by the EMPLOYER to work on a designated holiday will be paid at the rate of one and one-half (1-1/2) times the employee's base pay rate for actual hours worked. The employee will also receive pay for the holiday in accordance with Section 16.1 at the employee's base pay rate.

16.6 **An employee who is scheduled to work a shift where the “actual” holiday falls on a Saturday or Sunday, will be paid at the rate of one and one-half (1-1/2) times the employee’s base pay rate for actual hours worked. This does not apply to time compensated under Article XXII.**

## ARTICLE XVII – VACATION

17.1 For employees hired prior to December 31, 2008, the vacation accrual rate will change on January 1 of each year based on the number of years of service according to the schedule herein. The vacation accrual rate for employees hired after December 31, 2008 will change annually upon the anniversary of their hire date according to the schedule herein.

- Starting in 2015 the maximum vacation that may be carried over and/or accrued at any time is limited to 230 hours. Upon separation by resignation, death, serious illness or retirement the maximum pay out of vacation time shall be 80 hours.

**NOTE :** Employees reaching the maximum accrual level of 230 hours at any time within the term of this agreement shall not accrue or have credited to their account any additional vacation time until their vacation balance is under the maximum allowed herein.

Vacation may be used as it is accrued, but not in anticipation of accruals. No vacation may be used before completion of the probationary period.

Regular, full-time employees shall accumulate paid vacation in accordance with the following schedule based on completion of years of continuous service:

<u>YEARS OF CONTINUOUS SERVICE COMPLETED</u>	<u>HOURS OF VACATION</u>
1 Year	40 hours (3.33 hrs per month)
2 Years	80 hours (6.67 hrs per month)
5 Years	120 hours (10.00 hrs per month)
8 Years	128 hours (10.67 hrs per month)
9 Years	136 hours (11.33 hrs per month)
10 Years	144 hours (12.00 hrs per month)
11 years	152 hours (12.67 hrs per month)
12 Years	160 hours (13.33 hrs per month)
13 years	168 hours (14.00 hrs per month)
14 Years	176 hours (14.67 hrs per month)
15 Years	184 hours (15.33 hrs per month)
16 Years	192 hours (16.00 hrs per month)
17 years	200 hours (16.67 hrs per month)

- 17.2 Part-time employees who are regularly scheduled to work forty (40) hours or more in a payroll period shall accumulate paid vacation on a pro-rata basis in accordance with the accrual schedule established in Section 17.1.
- 17.3 Time on suspension without pay, unpaid leave of absence or lay off shall not be counted in accruing vacation.
- 17.4 No vacation may be used before completion of an employee's probationary period.
- 17.5 The times during which vacation may be used must be approved in advance by the Department Head or designee. Scheduled vacations are subject to postponement by the EMPLOYER or EMPLOYER-designated representative in case of emergency.
- 17.6 In determining vacation schedules, the Department Head shall consider the following:
- 17.6.1 First, the service needs of the EMPLOYER.
  - 17.6.2 Second, the wishes of the employees in regard to vacation dates and preference for vacation periods for the coming calendar year.
- 17.7 Preference for vacation periods for the coming year shall be made known to the EMPLOYER or the EMPLOYER-designated representative before May 1 of each calendar year. In the case of conflict for a preferred vacation period(s), the employee with greater EMPLOYER seniority will be given preference. After May 1, vacation scheduling will be on a "first come, first served" basis.
- 17.8 Split vacations may be taken at the discretion of the Department Head.

- 17.9 Cash payment subject to the approval of the EMPLOYER may be made to the employee or the employee's estate for accrued unused vacation only in the event of the employee's separation from employment due to sickness, injury or death.
- 17.10 Employees who have completed a minimum of one (1) year of continuous service and who resign in good standing with two (2) weeks of advance notice shall be compensated for vacation benefits earned and not used at the time of separation. Accrued, unused vacation leave shall be calculated to the nearest hour per month at the employee's base pay rate which is in effect at the time of termination. Credit for the month in which the employee leaves will be given only when the employee is on paid status through the fifteenth of that month.
- 17.11 When a holiday as designated in ARTICLE XVI - HOLIDAYS Section 16.1 (except for the floating holiday) occurs during an employee's vacation, the employee shall be allowed to schedule an additional work day off with pay with the prior approval of the Department Head.



## ARTICLE XVIII - SICK LEAVE

- 18.1 Regular, full-time employees shall earn sick leave at the rate of eight (8) hours per month to a maximum of one thousand (1000) hours.
- 18.2 Employees who are employed before the fifteenth of the month shall accrue eight (8) hours of sick leave for that month. Employees hired after the fifteenth of the month shall not accrue sick leave until the following month.
- 18.3 Employees who are granted a leave of absence with pay shall continue to earn sick leave at the regular prescribed rate. Sick leave cannot be earned for leaves without pay except when required in accordance with state and federal laws for military leave.
- 18.4 Paid sick leave may be granted only if it has been earned and it shall be deducted from accrued sick leave in hourly increments. Any fraction of an hour of sick leave expended shall be considered as a whole hour of sick leave over the term of the sick leave or recuperation period.
- 18.5 To be eligible for sick leave payment, an employee must notify the EMPLOYER-designated representative as soon as possible in order to enable the EMPLOYER to plan to meet service needs. The employee must keep the EMPLOYER-designated representative informed of the approximate date of the employee's return to work.
- 18.6 Sick leave may be utilized by an employee when the employee is incapacitated due to sickness or injuries. Employees may also use sick leave for the illness of their children for such reasonable periods as the employee's attendance with the child may be necessary.
- 18.7 No sick leave will be allowed for time off due to an injury incurred while working for another employer.
- 18.8 Sick leave usage shall be subject to approval and verification by the EMPLOYER.
- 18.9 In case of serious illness or death of a member of the employee's immediate family, the amount of sick leave which may be granted will be up to a maximum of five (5) work days or forty (40) duty hours per occasion. This maximum shall not apply to the illness of an employee's child or stepchild. The employee is required to provide notice of sick leave to the EMPLOYER-designated representative as soon as possible and must keep that representative informed of the date that the employee expects to return to work.
- 18.10 The term "immediate family" shall include; the employee's spouse, **domestic partner**, parents, siblings, children, step-children, grandchildren, and spouse's parents.

ARTICLE XIX - JURY DUTY

- 19.1 An employee absent from work because of jury service shall be paid his or her regular base salary by the EMPLOYER with the understanding that at the completion of the jury service, the employee shall present the check for such jury service to the EMPLOYER. The EMPLOYER shall reimburse the employee for mileage and any other expenses which have been included in the check for jury service.
- 19.2 An employee shall notify the EMPLOYER-designated representative in advance of the required reporting time for jury service.
- 19.3 An employee who is excused from jury service prior to the end of the employee's duty shall return to work.
- 19.4 In the event that an employee leaves the City's employment prior to completion of jury service, the EMPLOYER shall deduct the appropriate amount of reimbursement which the employee is owed for jury service from the employee's final paycheck and benefits.

ARTICLE XX - SEVERANCE PAY

- 20.1 A regular, full-time employee who is separated from employment due to retirement or death shall receive severance in an amount to be calculated at the employee's base pay rate upon retirement or death for fifty percent (50%) of the employee's accrued, unused sick leave to a maximum of five hundred (500) hours.
- 20.2 All employees who qualify for a Severance Benefit under Article XX Section 20.1 of the Labor Agreement shall have the full amount of said accumulated sick leave as defined in Article XX Section 20.1, remitted by the employer to the Minnesota State Retirement System to be deposited to the Post-Retirement Health Care Savings Plan for the employee as authorized and governed by Minnesota Status Section 352.98. The employee will not have the option of receiving these funds in cash or having them applied for any purpose other than as stated above.
- No Employer contribution shall be made to the said plan, and the Employer shall have no responsibility or liability for management or disbursement of any funds remitted to the Plan.
- 20.3 Upon retirement employees may continue to participate in the existing group health insurance program offered by the Employer for a term equal to that allowed under the federal COBRA laws.

ARTICLE XXI - CALL BACK

- 21.1 An employee who is called back to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's base pay rate.
- 21.2 An employee on call back is considered to be on duty for the full two (2) hours. Additional call backs received within the same two (2) hour call back period do not qualify for additional call back pay.
- 21.3 Language in Section 21.1 will apply to the Street Department.

ARTICLE XXII - STANDBY

- 22.1 An employee who is scheduled to stand by during the employee's scheduled off-duty time shall be compensated for ten (10) hours at one and one-half (1-1/2) times the employee's regular base pay rate for each seven (7) calendar day period during which the employee is on standby status.
- 22.2 Employees in the Water/Wastewater Department who are assigned by the EMPLOYER to perform duties to monitor the Water/Wastewater system shall the following Friday off with pay for each week they are on standby status.

ARTICLE XXIII - MILITARY LEAVE OF ABSENCE

Military leaves of absence will be administered in accordance with applicable laws.

ARTICLE XXIV – WORKERS’ COMPENSATION SUPPLEMENT

- 24.1 An employee who is injured in the performance of the employee's job duties and who is eligible to receive Workers' Compensation benefits may at the employee's discretion receive a supplement to the Workers' Compensation benefit as follows:
- 24.1.1 **The employer will pay the difference between the employee’s regular pay and Workers’ Compensation insurance payments for a period of up to sixty (60) calendar days per injury, without deductions to employee’s vacation or sick leave. The difference in pay will be paid by the City for an initial period of thirty (30) days, the next thirty (30) days may be covered through the use of sick leave or vacation (employee’s option) and the City shall cover the last thirty (30) days of payment of the difference between the employee’s regular pay and Workers’ Compensation insurance payments.**
  - 24.1.2 The amount to be deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time shall be the difference between the Workers' Compensation benefits and compensation for the employee's normal work day or work week.
  - 24.1.3 Under no circumstances shall an employee who receives Workers' Compensation benefits and the supplement noted in Section 24.1.1 and 24.1.2 receive compensation which is in excess of the employee's normal work day or normal work week.
- 24.2 An employee may at the employee's discretion receive the supplement noted in Section 24.1.1 and 24.1.2 as deducted from the employee's earned accrued sick leave, earned accrued vacation leave and accrued compensatory time off until sick leave is exhausted. At such time, the supplement shall cease and the employee shall receive only the Workers' Compensation benefits.

ARTICLE XXV - INSURANCE

- 25.1 A. The Employer will pay 75% of the premium cost for group health insurance for each full-time employee who selects either single or family coverage. The employee will pay the remaining 25% of the premium cost. In subsequent years where insurance premiums increase or decrease, the total cost of the premium will continue to be paid at the rate of 75% by the employer, and the remaining 25% will be paid by the EMPLOYEE.
- B. The CITY will offer Plan #860 consisting of a 3,375/6,750 deductible for both single and family coverage, where the CITY’S annual contribution into EMPLOYEES VEBA OR HSA, as defined in 25.6 herein. If such a health plan is no longer available, City and Union agree to meet and reopen this section (Article XXV) of the contract for negotiation.**
- C. The CITY’S contribution for insurance premiums, VEBA and/or HSA will be made in monthly installments of equal payments or as close as possible.**
- 25.2 It is understood that the Employer's only obligation is to pay the Employer's contribution for group insurance premiums as agreed to herein. The Employer is not liable for claims as a result of the denial of insurance benefits by an insurance carrier.
- 25.3 VEBA: On January 1, 2005, the CITY adopted the Minnesota Service Cooperatives VEBA Plan and the Employee Benefits Trust Agreement for the benefit of qualifying employees who are members of this Collective Bargaining Agreement. The CITY and employees assent to and ratify the appointment of the trustee and plan administrator in place on the adoption date of this agreement. It is intended that this arrangement constitute a voluntary employee; beneficiary association under Section (c)(9) of the Internal Revenue Code. It is further intended that the benefits offered through the VEBA Plan and Trust satisfy the requirement of Revenue Ruling 2202-41 (June 26, 2002) and IRS Notice 2002-45 (June 26, 2002).
- 25.4 Benefits provided through the VEBA. The CITY shall provide the following welfare benefit arrangement through the VEBA Plan.
- The Health Reimbursement Arrangement for Active Employees.
- 25.5 Payment of Fees. The CITY will pay for annual enrollment fees for active employees enrolling in the VEBA and/or Section 125 Plans, and for administrative fees allocable to individual accounts of active employees. Investment fees allocable to individual accounts of active employees shall be paid from the account. Administrative and investment fees allocable to the individual accounts of former employees, including retirees, shall be paid from individual accounts. Administrative and investment fees shall be paid from individual accounts of all participants in the event the VEBA Plan is terminated.
- 25.6 City Contributions to the Health Reimbursement Arrangement for Active Employees:
- A. Contributions to the Active Employees’ Health Reimbursement: The CITY will make a monthly contribution to the employee accounts under the Health Reimbursement Arrangements for Active Employees who are members of this Collective Bargaining Agreement in accordance with the following for the term of **January 2021 – December 2023**. Employees may annually select that this contribution go to an established VEBA Account or to a Health Savings Account (HSA) **or a 50/50 split between VEBA and HSA** if the employee is eligible for an HSA under federal law. **Employee shall make this election annually.**
- \$208.33 for each qualified employee who elects single coverage under the group health plan described in 25.1B. The City’s contribution to VEBA and/or HSA shall be reduced to maintain and not to exceed annual contributions by the City (premium and VEBA/HSA) of \$9,259 in 2021; \$9,799 in 2022 and \$10,383 in 2023 and**



**\$416.67 for each qualified employee who elects family coverage under the group health plan described in 25.1B. The City's contribution to VEBA and/or HSA shall be reduced to maintain and not to exceed annual contribution by the City (premium and VEBA/HSA) of \$22,577 in 2021; \$23,983 in 2022 and \$25,502 in 2023.**

B. Grants: The City agrees to pass through each individual employee's account, unit incentive program grants received from the SW/WC Co-op.

- 25.7 Full-time regular employees will be eligible to participate in the City's insurance program. All seasonal, temporary and intermittent employees and regular part-time employees will not qualify for insurance coverage.
- 25.8 The City shall pay the premium for PERA Life Insurance.
- 25.9 "In the event the health insurance provision of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer."

ARTICLE XXVI - RIGHT OF SUBCONTRACT

- 26.1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this AGREEMENT.
- 26.2 The EMPLOYER will provide the UNION with an opportunity to meet and confer as defined by M.S. 179A.01, Subd. 10 prior to subcontracting.

ARTICLE XXVII - RESIGNATION

- 27.1 Two (2) weeks of prior notice shall constitute proper notice for an employee who is planning to resign in good standing.
- 27.2 Employees who leave without notice as provided herein shall forfeit any accumulated leave time they may have earned and shall be entitled to no other compensation other than the regular salary due on the date last worked.

ARTICLE XXVIII - WAIVER

- 28.1 Any and all prior agreements, resolutions, practices, rules and regulations regarding terms and conditions of employment, to the extent consistent with the provisions of this AGREEMENT, are hereby superseded.
- 28.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in the AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions 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 XXIX - SAFETY

The EMPLOYER will provide all initial and replacement flame retardant clothing as required by the City. Replacement clothing is subject to Department Head approval.

Safety shoes are required to be worn as personal protective equipment while on duty in the Water, Wastewater, Electric, Street & Parks and Telecommunications Departments. Safety shoes shall meet OSHA standards. The City will reimburse employees up to **\$150.00** annually for the purchase of OSHA approved safety shoes.

ARTICLE XXX - DURATION

This AGREEMENT shall be effective as of **January 1, 2021**, and shall remain in full force and effect until **December 31, 2023**.

**30.1 If the City of Windom’s Local Government Aid (LGA) distribution from the State of Minnesota is reduced by ten percent (10%) or more from the 2021 Certified amount (as of October 15, 2020). At any time over the duration of this agreement the Employer may, at its sole discretion, have the option to re-open Article XXV (INSURANCE) and/or Appendix D (WAGE SCHEDULES).**

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_ day of \_\_\_\_\_.

FOR THE CITY OF WINDOM:

FOR THE UNION:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

APPENDIX D

WAGE SCHEDULES

JOB CLASSIFICATIONS	2021 STEPS (2.25% General Wage Adjustment)											
	1	2	3	4	5	6	7	8	9	10	11	12
Line Crew Foreman	\$28.84	\$29.42	\$30.00	\$30.61	\$31.26	\$31.90	\$32.53	\$33.21	\$33.91	\$34.59	\$35.32	\$36.07
NOC Tech	\$25.71	\$26.30	\$26.88	\$27.49	\$28.13	\$28.76	\$29.39	\$30.09	\$30.79	\$31.46	\$32.19	\$32.95
Lineman	\$27.37	\$27.91	\$28.49	\$29.05	\$29.63	\$30.23	\$30.84	\$31.45	\$32.13	\$32.76	\$33.43	\$34.12
Outside Plant Tech	\$24.24	\$24.78	\$25.36	\$25.92	\$26.50	\$27.09	\$27.70	\$28.31	\$29.01	\$29.64	\$30.30	\$30.99
Finance & Information Analyst	\$23.42	\$23.97	\$24.55	\$25.10	\$25.68	\$26.28	\$26.89	\$27.50	\$28.19	\$28.82	\$29.48	\$30.18
IT Analyst/ Billing/Payroll Clerk	\$21.21	\$21.69	\$22.18	\$22.70	\$23.24	\$23.76	\$24.30	\$24.92	\$25.47	\$26.06	\$26.64	\$27.45
FT Mechanic	\$20.66	\$21.14	\$21.62	\$22.12	\$22.64	\$23.16	\$23.69	\$24.23	\$24.80	\$25.36	\$25.94	\$26.55
Cable Tech	\$20.51	\$20.99	\$21.47	\$21.94	\$22.42	\$22.92	\$23.42	\$23.95	\$24.50	\$25.04	\$25.62	\$26.18
Assistant Liquor Store Manager	\$18.98	\$19.40	\$19.86	\$20.32	\$20.79	\$21.27	\$21.78	\$22.28	\$22.77	\$23.31	\$23.84	\$24.41
Water/Wastewater Foreman	\$20.24	\$20.66	\$21.12	\$21.58	\$22.05	\$22.53	\$23.03	\$23.53	\$24.03	\$24.56	\$25.10	\$25.66
Mechanic (80%)	\$19.61	\$20.03	\$20.49	\$20.95	\$21.42	\$21.90	\$22.40	\$22.91	\$23.40	\$23.93	\$24.47	\$25.04
Street Foreman	\$19.77	\$20.19	\$20.65	\$21.11	\$21.58	\$22.06	\$22.56	\$23.06	\$23.56	\$24.09	\$24.63	\$25.19
Water/Wastewater Operator	\$19.01	\$19.44	\$19.85	\$20.32	\$20.76	\$21.20	\$21.67	\$22.16	\$22.67	\$23.20	\$23.71	\$24.44
Arena Coordinator	\$18.22	\$18.65	\$19.07	\$19.54	\$19.98	\$20.42	\$20.89	\$21.38	\$21.88	\$22.42	\$22.92	\$23.66
Legal Secretary	\$18.22	\$18.65	\$19.07	\$19.54	\$19.98	\$20.42	\$20.89	\$21.38	\$21.88	\$22.42	\$22.92	\$23.66
Inventory Clerk	\$18.22	\$18.65	\$19.07	\$19.54	\$19.98	\$20.42	\$20.89	\$21.38	\$21.88	\$22.42	\$22.92	\$23.66
TeleComm Worker/Installer	\$18.67	\$18.72	\$19.11	\$19.54	\$19.95	\$20.42	\$20.88	\$21.34	\$21.81	\$22.30	\$22.79	\$23.28
Liquor Store Clerk II	\$17.86	\$17.90	\$18.29	\$18.72	\$19.13	\$19.60	\$20.05	\$20.51	\$20.98	\$21.48	\$21.98	\$22.47
Librarian Assistant	\$17.86	\$17.90	\$18.29	\$18.72	\$19.13	\$19.60	\$20.05	\$20.51	\$20.98	\$21.48	\$21.98	\$22.47
Street/Park Maintenance Worker	\$18.33	\$18.37	\$18.76	\$19.19	\$19.60	\$20.07	\$20.52	\$20.98	\$21.46	\$21.95	\$22.45	\$22.94
Custodian Supervisor	\$16.78	\$17.14	\$17.55	\$17.93	\$18.37	\$18.76	\$19.20	\$19.64	\$20.10	\$20.58	\$21.04	\$21.52
Sr. Administrative Assistant	\$16.64	\$16.99	\$17.41	\$17.77	\$18.18	\$18.56	\$19.00	\$19.39	\$19.82	\$20.26	\$20.76	\$21.21
Community Center Worker II	\$15.28	\$15.64	\$15.98	\$16.58	\$16.74	\$17.11	\$17.47	\$17.90	\$18.29	\$18.70	\$19.13	\$19.60
Administrative Assistant II	\$15.28	\$15.64	\$15.98	\$16.58	\$16.74	\$17.11	\$17.47	\$17.90	\$18.29	\$18.70	\$19.13	\$19.60
Liquor Clerk I	\$15.28	\$15.64	\$15.98	\$16.58	\$16.74	\$17.11	\$17.47	\$17.90	\$18.29	\$18.70	\$19.13	\$19.60
Receptionist/Administrative Asst I	\$14.54	\$14.85	\$15.18	\$15.55	\$15.91	\$16.27	\$16.63	\$17.01	\$17.40	\$17.81	\$18.18	\$18.62
Arena & Comm Ctr Maintenance	\$13.77	\$14.10	\$14.44	\$14.76	\$15.09	\$15.44	\$15.76	\$16.16	\$16.51	\$16.88	\$17.27	\$18.08
Library Clerk	\$13.77	\$14.10	\$14.44	\$14.76	\$15.09	\$15.44	\$15.76	\$16.16	\$16.51	\$16.88	\$17.27	\$18.08
Custodian	\$13.77	\$14.10	\$14.44	\$14.76	\$15.09	\$15.44	\$15.76	\$16.16	\$16.51	\$16.88	\$17.27	\$18.08
Assistant Liquor Store Clerk	\$13.77	\$14.10	\$14.44	\$14.76	\$15.09	\$15.44	\$15.76	\$16.16	\$16.51	\$16.88	\$17.27	\$18.08

**2022 STEPS (2.25% General Wage Adjustment)**

<b>JOB CLASSIFICATIONS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Line Crew Foreman	\$29.48	\$30.09	\$30.68	\$31.30	\$31.97	\$32.61	\$33.26	\$33.96	\$34.67	\$35.37	\$36.11	\$36.88
NOC Tech	\$26.29	\$26.89	\$27.49	\$28.11	\$28.77	\$29.41	\$30.06	\$30.77	\$31.48	\$32.17	\$32.91	\$33.69
Lineman	\$27.98	\$28.54	\$29.13	\$29.70	\$30.29	\$30.91	\$31.53	\$32.15	\$32.85	\$33.50	\$34.18	\$34.89
Outside Plant Tech	\$24.78	\$25.34	\$25.93	\$26.50	\$27.09	\$27.70	\$28.33	\$28.95	\$29.66	\$30.31	\$30.99	\$31.69
Finance & Information Analyst	\$23.95	\$24.51	\$25.10	\$25.67	\$26.26	\$26.87	\$27.50	\$28.12	\$28.82	\$29.47	\$30.14	\$30.86
IT Analyst/ Billing/Payroll Clerk	\$21.69	\$22.18	\$22.68	\$23.21	\$23.76	\$24.29	\$24.85	\$25.48	\$26.04	\$26.64	\$27.24	\$28.07
FT Mechanic	\$21.13	\$21.62	\$22.10	\$22.62	\$23.15	\$23.68	\$24.22	\$24.77	\$25.36	\$25.93	\$26.52	\$27.15
Cable Tech	\$20.97	\$21.47	\$21.95	\$22.43	\$22.92	\$23.44	\$23.95	\$24.49	\$25.06	\$25.60	\$26.19	\$26.77
Assistant Liquor Store Manager	\$19.41	\$19.84	\$20.31	\$20.78	\$21.26	\$21.75	\$22.27	\$22.78	\$23.28	\$23.83	\$24.38	\$24.96
Water/Wastewater Foreman	\$20.69	\$21.12	\$21.59	\$22.06	\$22.54	\$23.04	\$23.55	\$24.06	\$24.57	\$25.11	\$25.66	\$26.24
Mechanic (80%)	\$20.05	\$20.48	\$20.95	\$21.42	\$21.90	\$22.39	\$22.91	\$23.42	\$23.93	\$24.47	\$25.02	\$25.60
Street Foreman	\$20.21	\$20.64	\$21.11	\$21.58	\$22.06	\$22.55	\$23.07	\$23.58	\$24.09	\$24.63	\$25.18	\$25.76
Water/Wastewater Operator	\$19.44	\$19.87	\$20.30	\$20.78	\$21.23	\$21.68	\$22.16	\$22.66	\$23.18	\$23.72	\$24.24	\$24.99
Arena Coordinator	\$18.63	\$19.07	\$19.50	\$19.98	\$20.43	\$20.88	\$21.36	\$21.86	\$22.38	\$22.92	\$23.44	\$24.19
Legal Secretary	\$18.63	\$19.07	\$19.50	\$19.98	\$20.43	\$20.88	\$21.36	\$21.86	\$22.38	\$22.92	\$23.44	\$24.19
Inventory Clerk	\$18.63	\$19.07	\$19.50	\$19.98	\$20.43	\$20.88	\$21.36	\$21.86	\$22.38	\$22.92	\$23.44	\$24.19
TeleComm Worker/Installer	\$19.09	\$19.14	\$19.54	\$19.98	\$20.39	\$20.88	\$21.35	\$21.82	\$22.30	\$22.80	\$23.31	\$23.81
Liquor Store Clerk II	\$18.26	\$18.31	\$18.70	\$19.14	\$19.56	\$20.04	\$20.50	\$20.97	\$21.46	\$21.96	\$22.47	\$22.98
Librarian Assistant	\$18.26	\$18.31	\$18.70	\$19.14	\$19.56	\$20.04	\$20.50	\$20.97	\$21.46	\$21.96	\$22.47	\$22.98
Street/Park Maintenance Worker	\$18.74	\$18.79	\$19.18	\$19.62	\$20.04	\$20.53	\$20.99	\$21.46	\$21.94	\$22.44	\$22.96	\$23.46
Custodian Supervisor	\$17.16	\$17.53	\$17.94	\$18.34	\$18.79	\$19.18	\$19.63	\$20.08	\$20.55	\$21.04	\$21.51	\$22.00
Sr. Administrative Assistant	\$17.01	\$17.37	\$17.80	\$18.17	\$18.59	\$18.98	\$19.43	\$19.82	\$20.27	\$20.72	\$21.22	\$21.68
Community Center Worker II	\$15.62	\$16.00	\$16.34	\$16.95	\$17.11	\$17.50	\$17.87	\$18.31	\$18.70	\$19.13	\$19.56	\$20.04
Administrative Assistant II	\$15.62	\$16.00	\$16.34	\$16.95	\$17.11	\$17.50	\$17.87	\$18.31	\$18.70	\$19.13	\$19.56	\$20.04
Liquor Clerk I	\$15.62	\$16.00	\$16.34	\$16.95	\$17.11	\$17.50	\$17.87	\$18.31	\$18.70	\$19.13	\$19.56	\$20.04
Receptionist/Administrative Asst I	\$14.87	\$15.19	\$15.53	\$15.90	\$16.27	\$16.63	\$17.00	\$17.40	\$17.79	\$18.21	\$18.59	\$19.04
Arena & Comm Ctr Maintenance	\$14.08	\$14.42	\$14.76	\$15.09	\$15.43	\$15.79	\$16.12	\$16.52	\$16.88	\$17.25	\$17.66	\$18.49
Library Clerk	\$14.08	\$14.42	\$14.76	\$15.09	\$15.43	\$15.79	\$16.12	\$16.52	\$16.88	\$17.25	\$17.66	\$18.49
Custodian	\$14.08	\$14.42	\$14.76	\$15.09	\$15.43	\$15.79	\$16.12	\$16.52	\$16.88	\$17.25	\$17.66	\$18.49
Assistant Liquor Store Clerk	\$14.08	\$14.42	\$14.76	\$15.09	\$15.43	\$15.79	\$16.12	\$16.52	\$16.88	\$17.25	\$17.66	\$18.49



**2023 STEPS (2.25% General Wage Adjustment)**

<b>JOB CLASSIFICATIONS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>
Line Crew Foreman	\$30.15	\$30.76	\$31.37	\$32.00	\$32.69	\$33.35	\$34.01	\$34.72	\$35.45	\$36.17	\$36.93	\$37.71
NOC Tech	\$26.88	\$27.50	\$28.10	\$28.74	\$29.41	\$30.07	\$30.73	\$31.46	\$32.19	\$32.89	\$33.65	\$34.45
Lineman	\$28.61	\$29.19	\$29.79	\$30.37	\$30.98	\$31.60	\$32.24	\$32.88	\$33.59	\$34.25	\$34.95	\$35.67
Outside Plant Tech	\$25.34	\$25.91	\$26.51	\$27.10	\$27.70	\$28.33	\$28.96	\$29.60	\$30.33	\$30.99	\$31.68	\$32.40
Finance & Information Analyst	\$24.49	\$25.06	\$25.66	\$26.25	\$26.85	\$27.48	\$28.11	\$28.75	\$29.47	\$30.13	\$30.82	\$31.55
IT Analyst/ Billing/Payroll Clerk	\$22.17	\$22.68	\$23.19	\$23.73	\$24.30	\$24.84	\$25.41	\$26.06	\$26.63	\$27.24	\$27.86	\$28.70
FT Mechanic	\$21.60	\$22.11	\$22.60	\$23.12	\$23.67	\$24.21	\$24.77	\$25.33	\$25.93	\$26.51	\$27.12	\$27.76
Cable Tech	\$21.45	\$21.95	\$22.44	\$22.93	\$23.44	\$23.96	\$24.49	\$25.04	\$25.62	\$26.18	\$26.78	\$27.38
Assistant Liquor Store Manager	\$19.85	\$20.28	\$20.76	\$21.25	\$21.74	\$22.24	\$22.77	\$23.29	\$23.81	\$24.37	\$24.93	\$25.52
Water/Wastewater Foreman	\$21.16	\$21.60	\$22.08	\$22.56	\$23.05	\$23.55	\$24.08	\$24.61	\$25.12	\$25.68	\$26.24	\$26.83
Mechanic (80%)	\$20.50	\$20.94	\$21.42	\$21.90	\$22.39	\$22.90	\$23.42	\$23.95	\$24.46	\$25.02	\$25.58	\$26.18
Street Foreman	\$20.67	\$21.10	\$21.58	\$22.07	\$22.56	\$23.06	\$23.59	\$24.11	\$24.63	\$25.19	\$25.75	\$26.34
Water/Wastewater Operator	\$19.87	\$20.32	\$20.76	\$21.25	\$21.71	\$22.17	\$22.66	\$23.17	\$23.70	\$24.26	\$24.78	\$25.56
Arena Coordinator	\$19.05	\$19.50	\$19.94	\$20.43	\$20.89	\$21.35	\$21.84	\$22.35	\$22.88	\$23.44	\$23.96	\$24.74
Legal Secretary	\$19.05	\$19.50	\$19.94	\$20.43	\$20.89	\$21.35	\$21.84	\$22.35	\$22.88	\$23.44	\$23.96	\$24.74
Inventory Clerk	\$19.05	\$19.50	\$19.94	\$20.43	\$20.89	\$21.35	\$21.84	\$22.35	\$22.88	\$23.44	\$23.96	\$24.74
TeleComm Worker/Installer	\$19.52	\$19.57	\$19.98	\$20.43	\$20.85	\$21.35	\$21.83	\$22.31	\$22.80	\$23.32	\$23.83	\$24.34
Liquor Store Clerk II	\$18.67	\$18.72	\$19.12	\$19.57	\$20.00	\$20.50	\$20.97	\$21.45	\$21.94	\$22.45	\$22.98	\$23.49
Librarian Assistant	\$18.67	\$18.72	\$19.12	\$19.57	\$20.00	\$20.50	\$20.97	\$21.45	\$21.94	\$22.45	\$22.98	\$23.49
Street/Park Maintenance Worker	\$19.16	\$19.21	\$19.61	\$20.06	\$20.50	\$20.99	\$21.46	\$21.94	\$22.43	\$22.95	\$23.47	\$23.99
Custodian Supervisor	\$17.54	\$17.92	\$18.35	\$18.75	\$19.21	\$19.61	\$20.07	\$20.53	\$21.01	\$21.51	\$22.00	\$22.50
Sr. Administrative Assistant	\$17.39	\$17.76	\$18.20	\$18.58	\$19.00	\$19.41	\$19.87	\$20.27	\$20.73	\$21.19	\$21.70	\$22.17
Community Center Worker II	\$15.98	\$16.36	\$16.70	\$17.33	\$17.50	\$17.89	\$18.27	\$18.72	\$19.12	\$19.56	\$20.00	\$20.50
Administrative Assistant II	\$15.98	\$16.36	\$16.70	\$17.33	\$17.50	\$17.89	\$18.27	\$18.72	\$19.12	\$19.56	\$20.00	\$20.50
Liquor Clerk I	\$15.98	\$16.36	\$16.70	\$17.33	\$17.50	\$17.89	\$18.27	\$18.72	\$19.12	\$19.56	\$20.00	\$20.50
Receptionist/Administrative Asst I	\$15.20	\$15.53	\$15.88	\$16.26	\$16.64	\$17.01	\$17.39	\$17.79	\$18.19	\$18.62	\$19.01	\$19.47
Arena & Comm Ctr Maintenance	\$14.40	\$14.75	\$15.09	\$15.43	\$15.77	\$16.14	\$16.48	\$16.89	\$17.26	\$17.64	\$18.06	\$18.91
Library Clerk	\$14.40	\$14.75	\$15.09	\$15.43	\$15.77	\$16.14	\$16.48	\$16.89	\$17.26	\$17.64	\$18.06	\$18.91
Custodian	\$14.40	\$14.75	\$15.09	\$15.43	\$15.77	\$16.14	\$16.48	\$16.89	\$17.26	\$17.64	\$18.06	\$18.91
Assistant Liquor Store Clerk	\$14.40	\$14.75	\$15.09	\$15.43	\$15.77	\$16.14	\$16.48	\$16.89	\$17.26	\$17.64	\$18.06	\$18.91

APPENDIX E

NOTES REGARDING WAGE SCHEDULES

- A. The preceding wage schedules for **2021, 2022 and 2023** shall not constrain the EMPLOYER from hiring an employee at any step in the schedule.
- B. Temporary employees employed for no more than 960 hours per calendar year either in a full-time or part-time capacity will be paid at an hourly rate as determined by the EMPLOYER for the term of their employment. Such employees will not be eligible for any rights or benefits under this AGREEMENT including ARTICLE VII-EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.
- C. Progression through the step schedule on January 1 of each calendar year shall require satisfactory performance as determined by the EMPLOYER, but nothing will prevent accelerated movement throughout the step schedule at the discretion of the EMPLOYER. Part-time employees included in the bargaining unit in accordance with ARTICLE II - RECOGNITION shall be eligible for step increases on a calendar year basis.
- D. Pay for licenses for employees as defined below shall be as follows for **2021, 2022 and 2023**:

**Class A License (\$2.50/hour) – Water\Wastewater**

Class B License (**\$1.25/hour**) – Water\Wastewater

Class C License (**\$0.65/hour**) – Water\Wastewater

Class D License (**\$0.35/hour**) – Water\Wastewater

\*Type IV Bio-solids License (**\$0.20/hour**) – Water\Wastewater

\*Low Power License (**\$0.20/hour**) - Telecom

Compensation for licenses for water\wastewater department employees may be for either or both water and wastewater licenses, if dual licenses are held by the same employee. The purpose of this is to promote cross-training and certifications. Employees will be paid for the highest license held by that employee in each area (water and/or wastewater), but pay shall not be compounded or pyramided (e.g. pay for the D + C + B licenses within water or wastewater).

\* These licenses shall be limited to one employee per identified department or to as many licenses as required by law.