

AGREEMENT BETWEEN
CITY OF VIRGINIA
AND
MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES (MAPE)

Representing the

CITY SUPERVISORY EMPLOYEES

January 1, 2021 – December 31, 2023

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THIS AGREEMENT, executed, on _____ is entered into by and between the CITY OF VIRGINIA, hereinafter referenced to as the Employer, and the MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES (MAPE), hereinafter referred to as the Association, representing the CITY OF VIRGINIA SUPERVISORY EMPLOYEES.

ARTICLE 1. GENERAL PROVISIONS

1.1 RECOGNITION

1.11. The Employer hereby recognizes the Minnesota Association of Professional Employees (MAPE) as the exclusive bargaining representative for all employees of the Employer of Virginia, Minnesota, in the unit described as follows: "All employees of the City of Virginia, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subdivision 14, and who are supervisory employees within the meaning of Minnesota Statutes 179A.03, Subdivision 17, excluding confidential employees." To be represented by MAPE, an employee must be in active pay status at least thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year.

1.2 SAVINGS CLAUSE

1.21. This Agreement is subject to the Laws of the United States, the State of Minnesota, and the Charter of the City of Virginia. In the event any provision of this Agreement shall be held to be contrary to such laws 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 shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

1.3 APPLICABILITY

1.31 This Agreement shall be applied equally to all Employees in the bargaining unit without discrimination as to sex, race, color, creed, national origin, political affiliation, physical handicap, marital status, sexual orientation, or age, subject, however to the mandatory retirement age specified by law.

1.4 RIGHTS AND OBLIGATIONS OF PARTIES

1.41. Non-discrimination - The Employer shall not discriminate against, interfere with, restrain or coerce an Employee from exercising the right to join or participate in the activities of the Association in accordance with the provisions of this agreement. The Association shall not discriminate against, interfere with, restrain or coerce an Employee from exercising the right not to join the Association and shall not discriminate against any

Employee in the administration of this Agreement because of non-membership in the Association.

1.42. Confidentiality - Employees represented by MAPE shall not disclose, reveal, or in any manner make known confidential data used with respect to negotiations to the members of non-supervisory bargaining units, nor will said supervisory Employees engage in any overt act that will indicate support or approval of a strike by a non-supervisory bargaining unit.

1.43. Layoff - The Employer may lay off an Employee when it becomes necessary, because of lack of work or funds or to obtain significant efficiencies, to abolish positions and reduce the number of Employees. Pursuant to this provision, the employer agrees to meet and confer with the Association before implementing any reorganizational plan. Any Employees who are laid off will be maintained on a layoff status for a period not to exceed two (2) years from the date of layoff.

1.43.1. Recall - If the position the Employee held is restored, that Employee will be recalled to fill such position before the employer attempts to fill the position from other sources. Recall shall be done in order of seniority, and layoffs within a classification with multiple incumbents in order of inverse seniority.

1.44. Management Rights - The Employer and the Association recognize and agree that except as expressly modified in this agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights granted pursuant to the Minnesota Public Employee Relations Act, Minnesota Statutes 179A.01, subdivision 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to determine the methods, means, organization and number of personnel by which such operation and services are to be conducted; to assign and transfer Employees; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities; to schedule working hours.

1.45. Civil Service Rights - Any Civil Service rights and protections enjoyed by Employees will continue in effect and take precedence over the terms of this agreement.

1.5 DUES CHECKOFF

1.51 Association Dues - Upon receipt of a written notice from an Employee to deduct monthly dues from their salary, the Employer agrees to make such payroll deductions and to remit same to MAPE within ten (10) working days. The Association 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 this provision. Employees on disability status are exempted from dues until they are back on active duty status.

1.6 PROBATION

1.61. All classifications covered by this agreement shall be subject to a probationary period of not less than six (6) months. During such probationary period the Employer may terminate the employment with or without cause or without same becoming the subject of the grievance procedure.

1.7 LENGTH OF SERVICE

1.71. Seniority or length of service as it applies to all provisions in this agreement is to be defined as the continuous length of employment with the Employer since the last date of hire. Length of service shall be interrupted by separation because of resignation, termination, discharge for just cause, failure to return upon expiration of a leave of absence, failure to return from layoff, or retirement: except that no Employee employed on January 1, 1994 shall lose seniority as the result of the implementation of this provision.

1.8 DEFINITIONS

Association means the Minnesota Association of Professional Employees

Council means the governing body of the Employer

Employee means a member of the formally recognized bargaining unit represented by the Association

Employer means the City of Virginia, Minnesota

Public Safety means the Police and Fire Departments of the City

Workday is equal to eight (8) hours for the purpose of calculating holidays, vacation, sick leave and bereavement leave

Retirement means an employee with twenty-five (25) or more years of continuous service with the Employer and at or after the age of fifty-five (55); or an employee is eligible under the Rule of 90 as per PERA rules; or an employee with ten (10) years or more of continuous service with the Employer and at or after the age of sixty-two (62).

ARTICLE 2. HOURS OF WORK

2.1 SCHEDULING

2.11. The Employer and the Association recognize that because of the nature of their duties it is inappropriate for the Employees covered by this Agreement to be governed by standard work schedules, and that it is essential that such Employees work those hours necessary to carry out the duties and responsibilities of their respective positions. While it is normally expected that eight (8) hours of work will constitute a normal workday, and five (5) work days a normal work week, the Employer recognizes that this will vary from day to day and week to week. Therefore, it is agree that the Employees covered by this Agreement shall work whatever hours are necessary to perform their duties and responsibilities and shall be permitted to take time off during the normal workday of their respective departments or divisions. It is further agreed that such Employees shall be permitted to take a reasonable rest period during each one-half (1/2) day worked and a reasonable lunch break during each day worked.

2.12 The Deputy City Clerk will be allowed an equivalent amount of compensatory time off for time spent attending Council meetings after normal work hours. The Deputy City Clerk may accumulate to a maximum of forty (40) hours of compensatory time off at any one time. The Deputy City Clerk may request cash for accumulated compensatory time twice a year. During the months of June and December, if the employee requests the buy- out prior to the calculation of the payroll, (which is done on Tuesday), employee would be allowed to request the buy-out with payment to be made on the regular payroll check. To utilize compensatory time off, the Deputy City Clerk must make a verbal request to his/her immediate supervisor in advance of the day requested off. Approval of the request will be subject to staffing requirements and at the discretion of the immediate supervisor.

2.2 FLSA EXEMPTIONS

2.21. It is the intent of both undersigned parties to secure exemption from the provisions of 29 USC section 206 and section 207 (Fair Labor Standards Act) for all Employees subject to this agreement, as outlined in 29 USC Section 213(a)(I), and for those non-members and City employees whose salaries, benefits and terms and conditions of employment are set by the City Council referring to this Agreement.

2.3 SALARIED STATUS

2.31. Solely for the purpose of accomplishing that objective, this agreement is to be construed to provide that these Employees are paid on a salary basis and will receive the annual pay provided for in Appendix A, adjusted by the individual longevity percentage. Also to include contributions to deferred annuity provided for item 3.18,

not subject to reductions because of variations in the quantity or quality of work performed.

2.32 Where this contract, or the application of any part thereof requires that base wage be expressed as an hourly rate, that rates shall be calculated as the sum of the base salary provided for in Appendix A, plus the applicable longevity adjustment, plus all employer contributions to the Employees deferred compensation divided by 2080 hours.

2.4 EMPLOYER RIGHTS

2.41. The employer retains its rights of discipline and lay-off.

2.5 CFR

2.51. The parties also agree that the provisions of the 29 Code of Federal Regulations, Section 541.118, will be followed to assure the validity of the exemptions.

2.6 EMPLOYEE RIGHTS

2.61. Written job descriptions will be made available for all Employees. The descriptions will be reviewed and updated periodically. Employees shall not be required to perform work other than that which is described in the job description. The Employer shall have the right to revise and/or modify any job description at any time it deems appropriate provided such changes are reasonable and meet current needs of the business. These changes will be discussed with the Employee prior to implementation. Any changes in working conditions are grievable. All bargaining unit positions will have updated job descriptions, with employee input, and will be submitted to be re-Hayed. When this is completed, if a position is compensated lower than the new points indicate, negotiations will happen with the Union for the purpose of determining the proper compensation.

ARTICLE 3. COMPENSATION

3.1 COMPENSATION RATES

3.11 Wage increases for the 2021-2023 bargaining agreement shall be a Year One - one time market adjustment of \$2.25 for all members, plus a 4% increase; Year Two - 3.5% increase all members; Year 3 - 3.0% increase for all members. The salary schedule agreed to is incorporated into this Agreement as Appendix "A."

3.12 All new members hired after 01/02/2021 shall begin employment with a salary that has been negotiated between City and MAPE and shall be commiserate with experience and education.

3.13 Inequities in compensation determined as a result of any pay equity study conducted in accord with the provisions of the Minnesota Local Government Pay Equity Act, Minnesota Statutes 471.991-471.999, or any salary and classification study, shall be subject to the Grievance Procedure as defined in Article 8 for all classes of employees.

3.14. Longevity shall be awarded as follows:

Years of Service	Longevity Percent
7	2
13	4
18	6
23	8

Any employee hired on or after January 1, 2000 is not eligible for longevity.

3.15 In the event of an extended absence or vacancy of another supervisory position, any Member who is requested by the City Administrator to cover the duties required of the absent/vacant position to the extent that they are taking on the supervisory role that is the responsibility of that absent/vacant position shall receive an additional \$5.00/hour during the period of coverage. Prior to commencing the coverage, the Employer and Member shall create a written memorialization of their agreement for coverage and step-up pay pursuant to this paragraph

3.16 The Employer agrees to provide an Employees' Deferred Compensation Plan. If an employee wishes to participate, they may do so at any amount.

3.17 The Employer agrees to contributions to the Employees' Deferred Compensation Plan as follows, with the percentages calculated on gross wages:

IF EMPLOYEE CONTRIBUTES	THEN THE EMPLOYER SHALL CONTRIBUTE
Two Percent (2%)	Three Percent (3%)
Three Percent (3%)	Four Percent (4%)
Four Percent (4%)	Five Percent (5%)
Five Percent (5%)	Seven Percent (7%)
Seven Percent (7%)	Nine Percent (9%)
Nine Percent (9%)	Eleven Percent (11%)

3.2 JURY DUTY

3.21. Jury Pay - An Employee who is required to serve jury duty by the municipal, state or federal courts and does serve on such jury thereby being absent from work, shall be paid the difference between Jury Duty pay and his/her regular salary by the Employer.

Any employee dismissed by the Court prior to the end of their workday will return to their normal duties.

3.22. Eligibility- In order to be eligible for jury duty pay, the Employee must notify his or her supervisor of the dates of jury service as soon as notification is received by the Employee. Failure to immediately notify the supervisor will result in the Employee being paid only for time actually worked.

3.3 RETIREMENT

3.31. Employees with twenty (20) years of continuous service or more shall, upon retirement, receive one (1) day of pay for each year of service. This severance payout will be credited to the Employee's Deferred Compensation Plan.

3.4 ASSOCIATION/CITY BUSINESS

3.41. Up to one-third (1/3) of the members and no less than two (2) members may be designated by the Association, shall be allowed time with no reduction in pay to conduct Association/City business, including but not limited to negotiations, grievance processing and meeting attendance.

3.5 SAFETY EQUIPMENT AND CLOTHING/UNIFORM ALLOWANCE

3.51 Safety Equipment - Employee must submit request to HR/Safety Director and upon approval, submit receipt, to accounting for reimbursement up to -\$220.00 annually for the purchase of personal safety equipment and clothing reasonably necessary for the performance of the Employee's job.

3.52 Uniform Allowance - Upon receipt Employees will be reimbursed by the Employer for costs of purchasing and maintaining uniforms up to the \$600 annually. For purposes of this section a "uniform" shall be defined as standardized garments which the City requires every member of a job classification to wear during performance of their work for the City.

3.6 HEALTH CARE SAVINGS PLAN

3.61 As of July 1, 2018, all employees shall contribute via payroll deduction the following percentages of base wage into the employee HCSP. This clause shall not be retroactive.

	EMPLOYEE	EMPLOYER
Year 1	1%	2%
Year 5	2%	5%
Year 10	3%	7%
Year 15	4%	10%

3.62 Contributions will be made monthly. Year 1 shall be the first year of employment, or the first year of the ratification of the 2018-2020 contract, whichever occurs later.

3.63 The Parties agree that if the Union wants to add options to increase HCSP contributions with employee monies, those parts of the Agreement can be reopened and modified independently from the rest of the contract. The Union shall give the Company thirty (30) days' notice and the Parties will meet to discuss options. This in no way obligates the Employer to contribute any Employer funds to employee Health Care Savings Plans.

ARTICLE 4. LEAVE TIME

4.1 HOLIDAY PROVISIONS

4.11. Number - The following holidays shall be observed:

New Year's Day	Martin Luther King Day	Good Friday
President's Day	Memorial Day	Fourth of July
Labor Day	Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	Three (3) Personal Days
Christmas Eve	New Year's Eve	

4.12. Holidays Worked - Employees required by any emergency to work one of the specifically designated partial or full-paid holidays will receive a like amount of compensatory time.

4.13. Weekend Observance - When a holiday falls on a Saturday, it shall be observed on the preceding Friday, and when a holiday falls on a Sunday, it shall be observed on the following Monday.

4.14. Eligibility- Employees who are on unpaid leave of absence, absent without pay, or whose employment terminates on the day following or preceding a holiday shall not be eligible for holiday pay. Any Employee absent under workmen's compensation shall be made whole by the Employer for the day's pay.

4.2 VACATION

4.21. Rate - Vacation shall be accumulated at the following rate:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>WORKDAYS OF VACATION</u>
1	15
5	20
10	25
15	30
20	35

4.22. Both parties agree that any new employees hired during the term of this contract or any employee promoted into a MAPE position from another bargaining unit during the term of this contract will follow the schedule in Section 4.21.

4.23 Employee shall receive one (1) additional day for each additional year of service after twenty (20) years of continuous city service. These additional day(s) will be credited to the Employee's Deferred Compensation Plan at end of the year.

4.24 Effective January 1, 2011, an Employee may carry over a maximum of four (4) weeks of vacation into the following year, unless vacation was scheduled but canceled or denied by the Employer. Any vacation over this maximum will be credited to the Employee's Deferred Compensation Plan.

4.25 Vacation time in excess of three (3) consecutive weeks maybe taken only with approval of the Employee's direct supervisor or the City Administrator.

4.3 SICK LEAVE

4.31. Sick Leave shall be accumulated at the rate of 1.25 work days per month worked, up to a maximum accumulation of thirty (30) work days.

4.32. Eligibility-An Employee shall continue to earn sick leave when out of work due to a compensable injury under the Workmen's Compensation Act, provided that such injury occurs during employment with the Employer.

4.33 Sick Leave Bonus

Employees will be eligible for an annual sick leave bonus based on the following schedule:

<u>Hours of Sick Leave Used</u>	<u>Sick Leave Bonus Amount</u>
0-8	5 days of pay
8.1 -16	4 days of pay
16.1 – 24	3 days of pay
24.1-32	2 days of pay
32.1 – 40	1 day of pay
40.1 or more	None

4.33.1 The sick leave bonus will be payable in January of the following year. The bonus amount will be paid by supplemental payroll check no later than January 30 of each year.

4.33.2 In the year of retirement or year of hire, an employee's sick leave bonus will be pro- rated for the number of months worked. Sick leave bonus will NOT be pro-rated for employees who quit or are terminated.

4.34 Employees shall have the option of using one-third (1/3) sick leave or no sick leave when off on workers' compensation. (Using 1/3 would have an effect on the sick leave bonus calculation.)

4.35 Upon retirement under the provisions of Article 5.16, an Employee's remaining balance of sick leave hours shall be transferred to his/her Deferred Compensation Plan. Sick leave hours will NOT be paid out to employees who quit or are terminated.

4.4 BEREAVEMENT LEAVE

4.41. Amount and Eligibility- In the event of a death in an Employee's immediate family, up to three (3) consecutive day's absence with pay, between Monday and Friday, shall be allowed starting from the date of death to and including the date of the funeral. Immediate family is defined as including spouse, children, father, mother, brother, sister, grandparents, and grandparents of spouse, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law and brother-in-law.

4.42. Travel – in the event an Employee is required to travel to a point outside a radius of 200 miles from the City of Virginia, the Employee may receive up to two (2) additional days with pay from the date of the funeral for travel.

4.5 UNPAID LEAVE

4.51. A leave of absence not to exceed six (6) months may be granted by mutual consent of the Employer and the Employee. Accumulated vacation may be utilized during said six (6) month period, but such benefits will not extend the leave of absence beyond the total leave of absence period as agreed to by the Employer and the Employee. Any employee using unpaid leave for reasons other than specified in their leave request will be subject to a return to work date set by the Employer; if the Employee does not return to work within the set date he/she will be subject to termination.

4.52. Additional leave of absence without pay may be granted by mutual consent of the Employer and the Employee.

4.6 POLICE DISABILITY BENEFITS

4.61. Licensed peace officers subject to this agreement shall enjoy the usual and customary disability benefits available to employees of the Police Department.

ARTICLE 5. LEAVE TIME

5.1 ARTICLE 5. INSURANCE MEDICAL/DENTAL

5.11. All Employees shall be covered under the following medical and dental plan or under comparable or equivalent coverages.

5.12. Medical - VEBA: Employees shall be enrolled in a VEBA 100 (830) plan. The employer shall contribute the deductible amount(s) as per Section 5.14 below into the employee's VEBA account semi-annually starting January 1 of each calendar year thereafter. Deposits for new hires/entrants and terminating employees will be prorated.

5.13. Dental - the minimum level of benefits shall be based on the Delta Dental Premier plan, with a yearly maximum coverage of \$1500 per person per year plus a lifetime maximum of \$1500 per person for orthodontic.

5.14. PEIP Plan Options/Available Coverages. Effective January 1, 2021 Employees shall enroll in the Public Employees Insurance Program at any of the three levels offered by the plan upon the following terms:

5.14.1 For employees enrolled in the Advantage or the Value plan, employees shall be afforded a contribution to their VEBA account annually, \$1,200 for employees enrolled in single coverage and \$2,400 to employees enrolled in family coverage.

5.14.2 For employees enrolled in the HSA plan, employees shall be afforded a contribution to their VEBA account annually, \$2,000 for employees enrolled in single coverage and \$4,000 to employees enrolled in family coverage.

5.14.3 For each plan, the following benefits shall apply:

a. Advantage Plan: for employees enrolled in the PEIP Advantage plan, the employer shall pay 80% of the monthly premium, and the employee shall pay 20% of the monthly premium. If an employee's out-of-pocket costs exceed \$1,200 for single coverage or \$2,400 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article 5: Section 5.14.4

b. Value Plan: for employees enrolled in the PEIP Value plan, the employer shall pay 80% of the monthly premium, and the employee shall pay 20% of the monthly premium. If an employee's out-of-pocket costs exceed \$1,200 for single coverage or \$2,400 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article 5: Section 5.14.4

c. HSA Plan: for employees enrolled in the PEIP HSA plan, the employer shall pay 90% of the monthly premium, and the employee shall pay 10% of the

monthly premium. If an employee's out-of-pocket costs exceed \$2,000 for single coverage or \$4,000 for family coverage in a calendar year, the employer shall pay 100% of the remaining out-of-pocket costs up to out of pocket maximum amounts for Cost Level II, as a hardship gap, upon proof provided as per Article 5: Section 5.14.4.

5.14.4 A hardship shall be defined as a medical or pharmaceutical bill that surpasses the annual VEBA contribution made by the City. A hardship shall not include VEBA- or HSA-eligible expenses that are non-medical or non-pharmaceutical (e.g. frames for glasses).

5.15 Retired Employee

5.15.1 Retiree Definition – Police Chief and Deputy Police Chief

For Employees who are hired as Police Chief and Deputy Police Chief as of 01/01/18, said employees will remain eligible to retire at age 50 with 25 years of service, per PERA.

5.15.2 Retiree Definition – Employees Hired Prior to 01/01/06

For Employees hired prior to 01/01/06 (except as identified in 5.15.1) and retiring under the following criteria:

- after twenty-five (25) or more years of continuous service with the Employer AND at or after the age of fifty-five (55);
- OR if the employee is eligible under the Rule of 90 as per PERA rules
- OR an employee with ten (10) years or more of continuous service with the Employer and at or after the age of sixty-two (62).

5.15.3 For retirees who retired prior to the ratification of the 2021-2023 agreement who qualify for retiree medical insurance benefits, the contribution levels toward monthly premiums shall be dictated by the terms of their separation agreement or the contract under which they retired.

5.15.4 For any future retiree who qualifies for retiree medical insurance contributions, the retiree shall contribute toward the monthly premiums at the level specified by the contract under which the employee retired. (For example, if an employee retires under the 2021-2023 agreement, a retiree enrolled in the PEIP HSA plan shall pay 10% of the monthly premium; a retiree enrolled in the PEIP Advantage plan shall pay 20% of the monthly premium.) A letter shall be provided to each employee upon retirement specifying the rate(s) of contributions available to them under the plans offered and a copy of the letter shall be retained by the City.

5.15.5 In the case where a retiree (or spouse) is eligible for coverage under Federal Medicare, the retiree (or spouse) shall be required to apply for such coverage and then shall then be covered under a supplemental medical insurance plan. In the event that the other spouse is under age sixty-five (65) and therefore not eligible for Federal Medicare, he or she shall be continued coverage under the regular medical plan until such time as he/she becomes eligible for Medicare and then will be covered under a supplemental medical plan; provided, however, that a spouse must continue to qualify as a dependent of the retiree to be eligible for this coverage.

5.16 Employer Contribution for Retired Employees

5.16.1 For Employees retired under 5.15.2 above, the Employer will pay the same benefits as active employees for medical insurance premium costs for the retiree and dependents; and the same as active employees for the dental insurance premium.

5.16.2 For Employees retired under 5.15.1, (Police Chief or Deputy Police Chief) who retire prior to age 55, he/she shall be subject to retire insurance contributions at the rate of 80% Employer and 20% Employee. If these Employee(s) retires after age 55, he/she shall be subject to retire insurance contributions at the current rate in the MAPE City Supervisors contract.

5.16.3 Any Employee hired on or after 01/01/06 will not be eligible for retiree medical and dental benefits unless he/she pays the whole premium him/herself.

5.2 LIFE INSURANCE

5.21. Group term life insurance in the amount of \$25,000 shall be provided for active Employees to age 65. Employees meeting the criteria outlined in ARTICLE 5 shall be given a non-contributory life insurance policy in the amount of \$5,000 at the time of their retirement, or at age 65, provided the service requirements have been met. The entire premium cost for such coverage shall be paid by the Employer.

5.3 DISABILITY INCOME

5.31. Definition - the following two tests shall be utilized to determine if an Employee is disabled.

5.31.1 Occupation Test - An Employee is disabled if, during the first thirty-six (36) months of a period of disability, the Employee is under the regular care of a doctor and unable to perform the material duties of his or her position. After the first thirty-six (36) months of a period of disability, the Employee will continue to be considered disabled if he or she is unable to perform the material duties of any and every gainful

occupation or employment for which the Employee is or becomes reasonably fitted by education, training or experience.

5.31.2 Earnings Test - If an Employee is working, and is not disabled under 5.31.1, the Employee will still be considered disabled during any month he or she is not able, because of injury, sickness or pregnancy, to earn more than eight percent (80%) of his or her pre-disability monthly pay. In determining earnings, wages, salary, partnership or proprietorship draw, commissions and similar pay from any work, whether paid in regular installments or in a lump sum, will be considered. Any lump sum payment will be pro-rated over the period of time for which the payment is accrued. If earnings received during any month equal an amount greater than eighty percent (80%) of monthly pay, the covered Employee will not be considered disabled for that month. The monthly pay figure used in the earnings test of disability will be increased as provided in the policy on each anniversary of the Employee's continuous disability to determine if the Employee is disabled.

5.32 Short-Term/Long-Term Disability- The Employer agrees to provide short and long term disability insurance for all Employees. Short term shall commence on the fifth (5th) day of any injury or illness and shall pay 100% of the Employee's regular wage and shall continue for ninety (90) calendar days when the Employee shall convert to long term disability. Long-term disability shall pay 66-2/3rds of the Employee's monthly earnings, and shall continue until age 65. Short-term disability shall be verified by the Employee's attending physician, and Employees shall not be required to work in a light duty capacity.

5.32.1 The Employer shall continue to provide hospital/medical insurance, dental, and life insurance for any Employee who has qualified for and is receiving long term disability insurance benefits from the Employer's insurance carrier, under the same terms and conditions as regular, active Employees, for the term of this Agreement.

5.32.2 The Employee shall provide payment for their portion of the medical, dental and life insurance premiums by the first of each month they are receiving long-term disability benefits.

5.4 CONTINUING COVERAGES

5.41. The Employer shall continue to provide the coverages set forth in ARTICLE 5 during the period of temporary total disability to Employees resulting from compensable injury under the Workman's Compensation Act or while disabled under section 5.31 of this Agreement, as well as for a period not exceeding six (6) months for Employees laid off, but shall terminate the same upon such Employee obtaining other employment.

ARTICLE 6. TRAVEL/VEHICLES/CONTINUING EDUCATION

6.1 TRAVEL

6.11. The current City Travel Policy is hereby made part of this agreement.

6.2 CITY VEHICLES

6.21. City vehicles are assigned to be used for City business only.

6.22. When an Employee is on call beyond normal working hours, he or she may be assigned a City vehicle, which may be driven directly to and from the Employee's workplace to his or her home and back while on call.

6.23. The City Assessor will receive an additional \$100 per month car allowance for use of a personal vehicle within city limits in order to perform job duties.

6.3 TUITION REIMBURSEMENT

6.31. With the approval of the City Council, which shall not be unreasonably withheld, and in accord with City policy, the Employer shall reimburse Employees for courses which maintain and improve skills or knowledge in an Employee's current job or courses which lead an Employee to qualify for a new trade or profession which are of value to the Employer by mutual agreement of the employer and the Employee. The Employee will be reimbursed for tuition and required textbooks at the rate of fifty percent (50%) up to an annual maximum of five hundred dollars (\$500).

ARTICLE 7. DISCIPLINE

7.1 DUE PROCESS

7.11. Disciplinary action may be imposed on Employees only for just cause. All disciplinary actions or terminations are subject to due process as defined in Articles 7 and 8. Employees may ask for a representative of the Association and/or legal counsel at any step of the disciplinary process.

7.12. The Council shall appoint the chair of the Personnel Committee and/or Human Resources Director to investigate any allegation against a supervisory Employee subject to this agreement.

7.2 NOTIFICATION

7.21. Employees shall be notified in writing of any charges or allegations against them. The Association will also be notified immediately of any such charges or allegations or any disciplinary actions taken against an Employee.

7.3 PROCEDURE

7.31. Discipline will be progressive in nature as outlined below. The step at which disciplinary actions are originated shall be appropriate to the nature of the alleged offense. All disciplinary actions shall be removed from the Employee's personnel file according to the following schedule: verbal warnings- six (6) months; written warnings – one (1) year; and suspensions - three (3) years.

7.32. Verbal Warning - Record of a verbal warning will be entered into an Employee's personnel file. A verbal reprimand will be given and followed up within five (5) days with a discussion between the Employee and their supervisor on the action which warranted the reprimand. This warning will have an end date of six (6) months on it unless the same or similar offense occurs within those six (6) months, which would extend the expiration date an additional six (6) months from the date of the subsequent offense.

7.33. Written Warning - A copy of the reprimand will be placed in the Employee's personnel file. The Employee will also receive a copy. The Employee's supervisor will review and explain the work rules or job performance standards that the Employee has violated or abused, and schedule a follow-up meeting in approximately two (2) weeks to evaluate the improvement of the Employee.

7.34. Suspension - An Employee may be suspended for a period of from one (1) to three (3) days for just cause and after other appropriate disciplinary action has been exhausted.

7.35. Termination - An Employee may be given a termination notice for just cause and after other appropriate disciplinary action has been exhausted. A termination hearing will be scheduled in accordance with Article 8 of this agreement.

ARTICLE 8. GRIEVANCE PROCEDURE

8.1 DEFINITION

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

8.2 REPRESENTATION

8.21. Duly authorized representatives shall have the right to accompany the Employee and Association officers at all times in the discussion or adjustment of grievances.

8.3 PROCEDURES

8.31. The Employer and the Association will attempt to adjust all grievances in the following manner. All grievances must be filed in writing within ten (10) days of the Employee or the Association becoming aware of its occurrence. At each step, the Employer must reply in writing within the specified time frame.

Employees are encouraged to attempt to resolve any disagreement on an informal basis with the immediate Supervisor or City Administrator. If the matter is not resolved by informal discussion, it shall be settled in accordance with the following procedure:

Step One: The Association shall present the grievance in writing, to the immediate supervisor. An answer to the grievance will be given in writing within seven (7) calendar days of the presentation.

Step Two: The Association may appeal the disposition of a Step One Grievance to the HR/Safety Director, or other designated representative. Such an appeal must be made within seven (7) calendar days of receipt of the Step One answer. The appeal shall be in writing and shall list the points of difference between the two parties. The HR/Safety Director shall answer the appeal with seven (7) days of receipt.

Step Three: The Association may appeal the disposition of a Step Two Grievance to the City Department Director. Such an appeal must be made within seven (7) calendar days of receipt of the Step Two answer. The appeal shall be in writing and shall list the points of difference between the two parties. The City Department Director shall meet with the Association and answer the appeal with seven (7) days of receipt. This period may be extended if both parties agree. The answer shall be in writing and shall state the City Department Director's position on the points of difference.

Step Four: The Association may appeal the disposition of Step Three Grievance to the City Council. The Association shall notify the Personnel Committee of the Council of the appeal, in writing, within fourteen (14) calendar days of receipt of the Step Three answer. The Personnel Committee shall call a special meeting within fourteen (14) calendar days to hear testimony from both parties on the aggrieved matter. The Personnel Committee shall answer the appeal, in writing, stating the City's position on all points of difference, within fourteen (14) calendar days of the special meeting.

Step Five: Mediation - If no settlement is reached at Step Four, either party may petition to the Minnesota Bureau of Mediation Services within fourteen (14) days. Upon

assignment of a Mediator by the Bureau, a mediation session will be scheduled within five (5) working days to attempt to resolve the dispute. Any recommendations of the Mediator may be considered by the Arbitrator if the grievance subsequently proceeds to Step Five.

Step Six: Arbitration - If no settlement is reached at Step Five, the grievance shall be submitted to arbitration within fourteen (14) days, and the decision of the Arbitrator shall be final and binding on the parties. If the parties are unable to agree to the appointment of the arbitrator within five (5) working days after the submission of the grievance to arbitration, either party may then request the Commissioner, Bureau of Mediation Services, State of Minnesota, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall, in turn, strike one name until one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be conducted promptly by the Arbitrator, and a decision shall be rendered within thirty (30) days of the date of the hearing. All expenses and costs of the Arbitrator shall be shared and assessed equally to the parties. The Arbitrator's decision shall not go beyond what is necessary for the interpretation and application of this Agreement. The Arbitrator shall not substitute his or her judgment for that of the parties in the exercise of the rights granted or retained by the Agreement.

If either party does not answer a grievance or an appeal thereof within the specified time limits, or an agreed extension thereof, the opposing party may elect to treat the grievance as settled to their satisfaction.

The lack of an appeal by the Association to an Employer's response to a Step One, Two, Three, or Four Grievance shall not make said response binding on the Association. The Association shall preserve the right to grieve a similar matter at the time of its occurrence.

A Representative of the Association shall be allowed to participate in all levels of the Grievance Procedure.

8.32 The Association President shall be permitted reasonable time to perform duties which are assigned to him/her under the terms of this agreement. The Association shall be permitted reasonable time to process grievances on the property of the Employer without loss of pay during regular working hours. However, the Association has no authority to take any action causing a disruption of work when investigating a grievance or alleged contract violation, but may pursue any lawful procedure under the provision of this contract to correct alleged inequities and/or violations.

8.4 WAIVER

8.41. The time limit in any step of the grievance procedure may be waived by mutual agreement of the Employer and the Association.

8.5 ARBITRATOR'S AUTHORITY

8.51. An arbitrator may not modify, add to, delete from, or ignore any provision of the labor agreement in rendering his or her decision.

ARTICLE 9. INDEMNIFICATION

Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless or indemnify an employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employers duties. Such decisions by the employer will be made on the merits of each individual occurrence.

ARTICLE 10. LEGAL DEFENSE FUND

City recognizes the desire of the employee to be represented in their professional organizations legal defense funds. Employee is authorized to become a member of such legal defense funds granted these funds are provided by professional organizations to which the employee is a member. The employer shall reimburse any employee for the expense paid by the employee for a legal defense fund on an annual basis.

ARTICLE 11. POSITIONS NOT FILLED

The following positions are still part of this bargaining unit as per BMS ruling. The City has chosen to not have them filled at this time;

- City Engineer
- Assistant City Engineer
- Deputy Finance Director
- Deputy City Clerk
- City Assessor

It is understood that if any of them are filled, new negotiated pay grids as per Appendix A. would be recreated

ARTICLE 12 DURATION OF AGREEMENT

This Agreement shall be effective as of January 1, 2021, and shall remain in force and effect until December 31, 2023 except as otherwise provided. This agreement shall remain in effect until a new Agreement or contract supersedes it.

CITY OF VIRGINIA

MN ASSOCIATION OF PROFESSIONAL
EMPLOYEES

Mayor

President

City Administrator

Vice-President

EXHIBIT A Wage Schedule

Position	2020 Salary	2021	2022	2023
		Market Rate Incr \$2.25/hr plus 4%	3.50%	3.00%
City Clerk	81,647.07	89,780.15	92,922.46	95,710.13
Deputy Fire Chief	87,188.65	95,543.40	98,887.42	101,854.04
Deputy Police Chief	88,496.48	96,903.54	100,295.16	103,304.02
Designated Building Official	77,340.22	85,301.03	88,286.57	90,935.16
Event/Program Services Manager	N/A	70,500.00	72,967.50	75,156.53
Fire Chief	94,768.88	103,426.84	107,046.78	110,258.18
Library Director	75,823.75	83,723.90	86,654.24	89,253.86
Park & Rec Director	77,129.85	85,082.24	88,060.12	90,701.92
Police Chief	100,803.79	109,703.14	113,542.75	116,949.03
Public Works Director	92,080.95	100,631.39	104,153.49	107,278.09