

**AGREEMENT BETWEEN THE**

**CITY OF SOUTH ST. PAUL**

**AND**

**LOCAL 2535, AFSCME Council 5**

**AFL – CIO**

January 1, 2022 through December 31, 2023

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## **ARTICLE 1. PURPOSE**

This AGREEMENT is entered into between the City of South St. Paul, hereinafter called EMPLOYER, Local 2535, and Council No. 5, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the equitable and peaceful resolution of disputes concerning this AGREEMENT's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' AGREEMENT upon terms and conditions of employment for the duration of the AGREEMENT.
- 1.5 Achieve orderly and peaceful relations, thereby establishing the highest level of performance that is consistent with the well-being of all concerned.

## **ARTICLE 2. RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes 179A.03, Subd. 8, in an appropriate bargaining unit consisting of all clerical, technical and professional employees of the City of South St. Paul, South St. Paul, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14 excluding employees of the Maintenance Department (except clerical, technical and professional), confidential, supervisory, and essential employees.
- 2.2 In the event that the EMPLOYER establishes a new bargaining unit job classification during the term of this AGREEMENT or revises an existing position within the bargaining unit, notification shall be provided to the Union in writing of the proposed wage/salary schedule for the position along with a copy of the job description. The Union will respond to the EMPLOYER within ten (10) working days whether or not they are in agreement with the proposed wage/salary schedule. If the Union does not agree, negotiations will take place between the Parties regarding an appropriate wage/salary schedule for the new or revised position.

## **ARTICLE 3. UNION SECURITY**

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 3.1 Deduct each payroll period an amount sufficient to provide payment of dues established by the UNION and an Employee's contribution to the AFSCME PEOPLE program from the wages of all employees authorizing such deduction, and
- 3.2 Remit such deduction with an itemized statement as designated by the Union within ten (10) days following said deduction.

- 3.3 Furnish and maintain two (2) bulletin boards in the South St. Paul Municipal Building, one (1) of which shall be in the Employee's lounge, and one (1) in the South St. Paul Municipal Center, which may be used by the UNION for posting of proper notices and bulletins.
- 3.4 The Union may designate two (2) employees from the bargaining unit to act as Stewards and shall inform the EMPLOYER in writing of such choice. The EMPLOYER agrees to afford reasonable time off to elected officials or appointed representatives of the exclusive representative for the purpose of conducting the duties of the UNION and agrees to provide for reasonable leaves of absence, without pay to elected or appointed officials of the UNION as provided by State Statute.
- 3.4.1 For the purposes of contract negotiations, the EMPLOYER agrees to afford reasonable time off for two bargaining unit members appointed by the Union to serve as negotiation committee members. If the Union chooses to appoint more than two bargaining unit members, the EMPLOYER will provide reasonable leave of absence without pay for the additional negotiation committee members.

#### **ARTICLE 4. MANAGEMENT RIGHTS**

The EMPLOYER and the UNION recognize and agree that except as expressly stated herein, the EMPLOYER has and retains all rights and authority necessary for it to direct and administer the affairs of the City, and to meet its obligations under Federal, State, and Local Law, such rights to include the right to direct and control all the operations of the City; to determine the methods, means and organization and numbers of personnel by which such operations are to be conducted; to assign and transfer employees, to schedule working hours and assign overtime; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods of operation, equipment or facilities.

#### **ARTICLE 5. NON-DISCRIMINATION**

In accordance with applicable law, the EMPLOYER and the UNION agree not to discriminate against any employee on the basis of race, creed, color, religion, national origin, age, sex, marital status, disability, status with regard to public assistance, sexual orientation, or political affiliation or any other basis as provided for in any local, state or federal statute.

#### **ARTICLE 6. DEFINITIONS**

- 6.1 UNION: Local 2535, Council No. 5, American Federation of State, County and Municipal Employees.
- 6.2 EMPLOYER: The City of South St. Paul.
- 6.3 UNION MEMBER: A member of Local 2535, Council No. 5, of the American Federation of State, County and Municipal Employees employed by the City of South St. Paul as set forth in ARTICLE 2 of this AGREEMENT.
- 6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit as set forth in ARTICLE 2 of this AGREEMENT. Employee is further defined as Regular Full-time or Regular Part-time. Regular full-time are those Employees

who regularly work forty (40) hours per week. Regular part-time are those Employees who regularly work less than forty (40) hours per week.

- 6.5 EXEMPT EMPLOYEE: All recognized exempt positions as defined in the Fair Labor Standards Act (FLSA).
- 6.6 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowances.
- 6.7 SENIORITY: Employee's total length of time in the Bargaining Unit. Except that, an employee who leaves service with the City and who later returns to the Bargaining Unit shall lose all previously earned Bargaining Unit seniority.
- 6.8 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.
- 6.9 CATASTROPHIC SICK LEAVE: A catastrophic illness or injury occurs when an employee is out of work due to the employee's own illness or injury, or to care for an ill or injured immediate family member as defined in Section 18.1 of this Agreement. Examples of a catastrophic illness or injury include, but are not limited to:
  - a) Serious, debilitating illness, impairment, or physical/mental condition that involves any period or incapacity or treatment in connection with an overnight stay in a hospital, hospice, or residential medical facility.
  - b) Continuing treatment for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity.
  - c) Major, non-elective surgery. While elective surgery does not typically qualify as a catastrophic illness or injury, complications that result in serious health consequences will qualify as a catastrophic illness or injury.
  - d) While most leave associated with pregnancy is covered by sick leave, complications that result in serious health consequences will qualify as a catastrophic illness or injury.
  - e) Any absence to receive multiple treatments (including any recovery period) by, or referral by, a licensed health care provider for a condition that likely would result in incapacity (e.g., chemotherapy, physical therapy, dialysis, etc.).
  - f) Terminal illness.
  - g) Exhaustion of annual sick leave because of the employee's own illness or injury, or because of care for an ill or injured immediate family member that requires the employee's attendance.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

- 7.1 Definition 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 this AGREEMENT.
- 7.2 Processing 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 working hours only when consistent with such EMPLOYER duties and responsibilities. The aggrieved Employee and 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 working hours provided the Employee and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER. The designated supervisor shall schedule an approved absence within five (5) workdays after the request for absence.
- 7.3 Procedure. Any grievance or dispute between the parties relative to the application, meaning or interpretation of this AGREEMENT shall be settled in the following manner.
- Step 1. The UNION Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within fifteen (15) days after the first knowledge that such alleged violation has occurred. The supervisor shall attempt to adjust the matter and shall respond to the Steward within seven (7) calendar days.
- Step 2. If the immediate supervisor is the department head, Step 2 will be waived and appeals of Step 1 responses shall be directed to Step 3. If the grievance has not been settled in accordance with Step 1, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, by the UNION Steward or the Steward's designee to the proper department head within seven (7) days after the supervisor's response is due. The department head or the department head's designee will respond to the Union steward in writing within seven (7) calendar days.
- Step 3. If the grievance has not been settled in accordance with Step 2, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based; the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, by the UNION Steward or the Steward's designee and UNION Business Representative to the City Administrator or the Administrator's designee within seven (7) days after the department head's response is due. The City Administrator or the Administrator's designee will respond to the Union Steward in writing within seven (7) calendar days.

Step 4. If the grievance is not resolved in Step 3 of the grievance procedure, either the Union or the Employer, within fourteen (14) days after the City Administrator's reply is due, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 4 of the grievance procedure.

Step 5. If the grievance is still unsettled in accordance with Step 4, the UNION may, within fourteen (14) days after the City Administrator's reply is due, give notice of its intention to submit the issue to arbitration by giving written notice, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, to the other party. The arbitration proceeding shall be conducted by an arbitrator to be selected by the EMPLOYER and the UNION within seven (7) days after the UNION requests such action. If the parties fail to select an arbitrator, the State Bureau of Mediation Services will be requested by either or both parties to provide a panel of five (5) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from the panel. The UNION shall strike the first name, the other party shall strike one (1) name, the process will be repeated, and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensation of its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and to the arbitrator.

7.4 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION without prejudice to either party.

7.5 Arbitrator'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 issues(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not 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.

**ARTICLE 8. JOB POSTING**

- 8.1 The EMPLOYER and the UNION agree that regular job vacancies or newly created job classifications within the designated bargaining unit shall be first offered to and filled from the bargaining unit provided that applicants have the minimum qualifications as described in the position description. The City is committed to filling bargaining unit positions from within whenever possible.
- 8.2 Job vacancies within the designated bargaining unit will be posted for twelve (12) calendar days so that members of the bargaining unit can apply for the vacancies, unless it is mutually agreed by the EMPLOYER and the Local Union President that no current employee meets the minimum requirements of the posted requirement of the job or that no City employee in the bargaining unit is interested in the position.

**ARTICLE 9. WORK SCHEDULES**

- 9.1 The normal workday for an employee shall be eight (8) hours. The normal workweek shall be forty (40) hours Monday through Friday.
- 9.2 It is recognized by the parties of this AGREEMENT that some employees may have work schedules which differ from the normal workday and workweek as defined above.
- 9.2.1 Unless mutually agreed otherwise, Employees shall be notified at least five (5) working days in advance of a temporary change of the normal schedule as defined in 9.1. Temporary change means a change of schedule with a duration period equal or less than one payroll period. Unless mutually agreed otherwise, no individual Employee shall be scheduled for more than four (4) events per calendar year which require a temporary change from the normal schedule.
- 9.2.2 Unless mutually agreed otherwise, Employees hired or rehired after December 31, 2009 are eligible for assignment to a schedule other than the normal workweek and shall be notified at least fifteen (15) working days in advance of a change of the normal schedule as defined in 9.1 that will have a duration of more than one payroll period.
- 9.2.3 Employees may request a work schedule other than the normal work schedule as defined in 9.1.
- 9.2.4 In the event that work is required because of unusual circumstances such as, but not limited to, fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given.



#### **ARTICLE 10. EXEMPT POSITIONS**

- 10.1 All exempt employees as defined in the Fair Labor Standards Act (FLSA) shall be exempt from overtime, compensatory time, call back time and other contract terms within the Agreement, which are inconsistent with exempt status.
- 10.2 The position of Community Affairs Liaison is an exempt position, as defined by the Fair Labor Standards Act (FLSA).
- 10.3 Future positions, which are exempt under the FLSA, shall be exempt from overtime, compensatory time, call back time and other contract terms within the Agreement, which are inconsistent with exempt status. Such positions shall be reviewed on a case-by-case basis. Salary shall be negotiated, taking into account the loss of overtime, compensatory time, call back time and other contract terms within the Agreement, which are inconsistent with exempt status.
- 10.4 The normal workweek for all employees shall continue to be forty (40) hours, except those employees, whose positions have been recognized as exempt by the Parties, shall have latitude and flexibility in determining their work hours. An exempt employee shall maintain a presence at the Employer's worksite during core business hours, between 9:30 a.m. and 2:30 p.m., unless their work necessitates their absence (e.g., for an offsite meeting) or as authorized by the Employer.

#### **ARTICLE 11. CALL BACK**

Employees called in for work at a time other than their normal scheduled shift shall be compensated for a minimum of four (4) hours pay. If the Call In or Call Back is an extension to the regular shift, then the provision of this clause will not apply. Pay shall be as specified in Article 17 dealing with overtime.

#### **ARTICLE 12. PROBATIONARY PERIOD**

- 12.1 All newly hired and rehired employees shall serve a minimum six (6) month probationary period. During the probationary period employees must exhibit their ability to learn and handle the job for which they were hired. Should employees fail to attain job performance satisfactory to the department head by the end of the period, the probationary period may be extended on a month-to-month basis for a period of not more than six (6) months by the City, or the employee shall be dismissed without recourse. If, however, no action is taken at the end of the period, this shall constitute acceptance of employees on a full-time basis.
- 12.2 All promoted employees shall serve a minimum six (6) month probationary period. At any time during the first six (6) months following a promotion, the promoted employee may be reassigned to the employee's previous position. During the first six (6) months, the employee may request to go back to the employee's previous position if the previous position has not been filled.

### **ARTICLE 13. SENIORITY**

For purposes of this Article, seniority shall be defined as Bargaining Unit seniority per Article 6, Section 6.7.

- 13.1 Seniority will be the determining criteria for transfers and newly created positions, if the applicant meets the minimum qualifications for the position and all other qualifications, abilities and experience between candidates are equal.
- 13.2 In the event it becomes necessary to lay off employees for any reason, employees within a given job classification shall be laid off in inverse order of their seniority in the following order:
  - a) Probationary Part-time Employees
  - b) Probationary Full-time Employees
  - c) Regular (*part-time and full-time*) Employees
- 13.3 In the event of layoffs, employees may exercise their seniority rights to any job in the bargaining unit provided they meet the minimum qualifications of the position description.
- 13.4 Employees shall be recalled from layoff according to seniority. No new employee shall be hired for a job classification in which a layoff has occurred until all employees on lay off status within that job classification have been given an opportunity to return to work. This right of return shall expire twelve (12) months after the layoff takes effect. The City will notify any employees on layoff to return to work by registered mail, at the employee's last recorded address. The employee must return to work within three (3) weeks of receipt of this notice in order to be eligible for re-employment.
- 13.5 The EMPLOYER agrees to provide the UNION a seniority list upon request.
- 13.6 Disagreements between EMPLOYER and employee relative to the use of seniority in promotions, transfers and newly created positions are a proper subject for the Grievance Procedure outlined in ARTICLE 7 of this AGREEMENT.
- 13.7 For purposes of seniority, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

### **ARTICLE 14. WORKING OUT OF CLASSIFICATION**

- 14.1 Employees assigned by the EMPLOYER to assume the significant responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment. It is understood that to qualify for the rate of pay of the higher level, employees must be assigned duties and responsibilities of a higher-level classification that are not also described by their regular classification.
- 14.2 For purposes of work out of classification, it is understood that when the higher classification is an exempt position, the employee working out of classification

will be subject to the same rights, limitations and compensation standards that otherwise attach to FLSA exempt status.

**ARTICLE 15. DISCIPLINE**

- 15.1 The EMPLOYER will discipline employees only for just cause.
- 15.2 Discipline will be administered in a progressive manner and will be in the form of the following listed below. Normally, discipline will commence at Step A:
  - a) Oral Reprimand
  - b) Written Reprimand
  - c) Suspension
  - d) Discharge
- 15.3 Suspensions and discharges will be in written form.
- 15.4 Materials placed in an employee's personnel file shall be made available to the Employee. Materials used as the basis for disciplinary action shall be provided to the Employee and Union. Materials used as the basis for disciplinary action involving oral and written reprimand and the discipline shall be purged from the Employee's personnel file if there is no further discipline within a two-year period. Materials used as the basis for disciplinary action involving more severe discipline and the discipline shall be purged from the Employee's personnel file if there is no further discipline within a five-year period. Purged files shall not be considered for purposes of promotion, transfer, special assignments, and disciplinary actions. All purged records shall be kept under a separate, confidential file in accordance with mandatory record retention laws.

**ARTICLE 16. WAGE SCHEDULE**

- 16.1 The schedule of wages presented in Appendix A shall represent the hourly base rate, exclusive of supplemental pay, for employees under this Contract for the duration of the Contract. Step 7 is considered the "Top Step" and all other steps are calculated percentage derivatives as reflected in Appendix A.
- 16.2 Regular full-time or part-time employees placed at Step 1 or 2 of their position's salary grid shall move to the next step after six (6) months. Regular full-time or part-time employees placed at Steps 3, 4, 5, or 6 of their position's salary grid shall move to the next step upon completion of one calendar year. Step 7 is the top step of the salary step grid for each position and there is no additional progression from it.
- 16.3 The EMPLOYER may hire new employees, promote current employees, or reassign current employees as a result of layoff process as defined in Section 13.3 to any step and may, by mutual agreement of the parties, move employees through the salary step grid more quickly than specified by Section 16.2.
- 16.4 The EMPLOYER shall place a promoted employee at a salary step for the new position that is at least four percent (4%) more than the salary step occupied at the time of promotion. Promoted employees progress through the salary step grid as specified in Section 16.2.

## **ARTICLE 17. OVERTIME**

- 17.1 Overtime for all non-exempt full-time employees is defined as follows:
- 17.1.1 All hours worked in excess of forty (40) per week, and all hours worked in excess of normally scheduled daily hours.
- 17.1.2 Overtime shall be paid on the following basis:
- A. Over eight (8) hours per day or the normally scheduled hours - 1.5 times
  - B. Over forty (40) hours per week – 1.5 times
  - C. Holidays – 2 times, plus holiday pay
- 17.2 Overtime for all non-exempt part-time employees is defined as:
- 17.2.1 All hours worked in excess of forty (40) per week, and all hours worked in excess of eight (8) hours per day or as described in 17.2.2.
- 17.2.2 Overtime shall be paid on the following basis:
- A. Over eight (8) hours per day – 1.5 times (does not apply to CSO position)
  - B. Over ten (10) hours per day – 1.5 times (CSO position)
  - C. Over forty (40) hours per week – 1.5 times
  - D. Holidays – 2 times, plus holiday pay
- 17.3 For overtime purposes all hours actually worked and all paid leave time taken shall be used in the calculation of overtime compensation.
- 17.4 Emergency call out:
- 1) Saturday or Sunday - All hours actually worked shall be paid 1.5 times the straight hourly rate. If time actually worked is less than four (4) hours, the pay will be as follows:

One (1) hour worked	4.5 hours pay
Two (2) hours worked	5 hours pay
Three (3) hours worked	5.5 hours pay
Four (4) hours worked	6 hours pay
  - 2) Holidays - All hours actually worked shall be paid at two (2) times the straight hourly rate. If time actually worked is less than four (4) hours, the pay will be as follows:

One (1) hour worked	Five (5) hours pay
Two (2) hours worked	Six (6) hours pay
Three (3) hours worked	Seven (7) hours pay
Four (4) hours worked	Eight (8) hours pay

- 17.5 The employee shall have the option of taking overtime pay or compensatory time off. No more than 120 hours of compensatory time shall be allowed to accumulate as measured at each computation of payroll. Employees who have accumulated 120 hours of compensatory time shall be paid for any overtime hours at the appropriate overtime rate. No more than eighty (80) hours of compensatory time can be carried over into a new year. The employee must make the designation of how the overtime is to be taken at the time the overtime is worked. Leave may be taken in one-hour segments and shall be granted after the employee has notified and received approval from the designated supervisor who has determined that such leave is in compliance with this AGREEMENT.

#### **ARTICLE 18. SICK LEAVE**

All regular employees shall be entitled to sick leave with pay in accordance with the following regulations:

- 18.1 Sick leave is defined to mean the absence of an employee because of illness or injury; or attendance of such employee with a family member in the event of a serious illness or injury when the employee's attendance is required. Immediate family is defined as employee's spouse, mother, father, brother, sister, children, legal wards, or parents of spouse. In the event of serious illness or injury, sick leave may also be used to care for an employee's adult child, grandparent, or stepparent limited to no more than 160 hours in any 12-month period. Sick leave also means attendance at medical or dental appointments, outpatient and surgical procedures only when the employee cannot arrange the appointment or procedure outside of scheduled work hours.
- 18.2 Each regular full-time employee will accumulate sick leave at the rate of eight (8) hours per month. Sick leave time will accrue on an hourly basis and be credited after each pay period, as earned. Sick leave may be taken in 15-minute segments.
- 18.2.1 Regular part-time employees working less than full-time shall accrue sick leave on a pro-rata basis consistent with the workweek specified at the hiring date and be credited each pay period as earned.
- 18.3 Sick leave not taken may be accumulated from year to year, up to a total not to exceed 840 hours. This section shall not apply to any regular employee whose original date of employment or date of reemployment occurs after December 31, 2008.
- 18.4 The Employee will notify the EMPLOYER at or before their normally scheduled starting time of any illness and also provide reasonable advance notice for attendance at an appointment or surgical procedure for which they wish to take sick leave. Upon return to work, the Employee will complete an absence slip as required by the EMPLOYER.
- 18.5 The Employee may be required to submit proof of illness or injury by way of a doctor's certificate if Employee is off three (3) or more consecutive workdays, or if a pattern of suspected abuse exists. Those Employees who misuse sick leave

will be subject to disciplinary action. Any action taken by the EMPLOYER under this section shall be subject to the Grievance Procedure.

- 18.6 An Employee receiving Workers Compensation insurance payments may use accumulated sick leave to make up the difference between their normal earnings and the Workers' Compensation payments. Regular full-time employees and regular part-time employees, who average 30 or more hours per normal workweek, hired or rehired after December 31, 2008 may use sick leave and then accumulated catastrophic sick leave to make up the difference between their normal earnings and the Workers' Compensation payments.
- 18.7 Post Retirement Health Savings Plan: The Employer shall contribute \$65.00 per month (prorated and credited over 24 pay periods) per regular full-time employee beginning January 1, 2022. The Employer shall contribute \$70.00 per month (prorated and credited over 24 pay periods) per regular full-time employee beginning January 1, 2023. The Union also has the right to establish supplemental employee contributions in an amount established by the Union. The Employer shall implement these employee contributions through payroll deduction.
- 18.8 Regular full-time Employees with an accumulation of sick leave credits in excess of 840 hours, as measured on the last day of each calendar year, shall have the excess hours placed into the employee's post-retirement health care savings plan through the following formula: for every two (2) hours of excess sick leave, a cash payment equivalent to one (1) hour of work at the yearend hourly pay rate will be determined. For the purposes of this conversion, the yearend hourly pay rate (as reflected in Appendix A) will be used. The cash payment will be treated as an incident of compensation due and owing on the last day of the calendar year. The implementation of this cash conversion process shall have no effect on special vacation leave, (i.e., "X" days), earned and credited in prior years for excess accumulated sick leave hours. This section shall also not apply to any employee whose original date of employment or date of reemployment occurs after December 31, 2008.
  - 18.8.1 Regular full-time Employees whose original date of employment or date of reemployment occurs after December 31, 2008 shall accrue sick leave on the following terms and conditions:
    - a) Ninety-six (96) hours of sick leave shall be placed into an Employee's sick leave account on January 1<sup>st</sup> of each calendar year for use during the ensuing calendar year. Employees hired after January 1<sup>st</sup> of a calendar year will receive a prorated amount of sick leave hours based upon the hire date. Regular part-time employees working less than full-time but averaging 30 or more hours per normal workweek shall accrue sick leave on a pro-rata basis based on the proportion that the employee's work week hours bear to the normal work week hours.
    - b) On December 31<sup>st</sup> of each calendar year the Employer shall assign one-half (1/2) of the sick leave hours that remain from the current calendar year to a catastrophic sick leave bank. Banked catastrophic

sick leave may be accumulated from year to year. Banked catastrophic sick leave can be used for the purposes specified in Article 6.9, 18.1 and 18.6, but is available only after exhaustion of the current year's sick leave complement. There shall be no compensation for unused hours in the catastrophic sick leave bank.

- c) On December 31<sup>st</sup> of each calendar year the Employer shall compensate one-half (1/2) of the sick leave hours that remain from the current calendar year by payment into the Employee's Post-Retirement Health Savings Plan. The Employee's rate of pay as of December 31<sup>st</sup> shall be used in the computation of the payment.
- d) The annual compensation of unused sick leave by payment into the Employee's Post-Retirement Health Savings Plan account shall constitute a replacement for the Employer Post-Retirement Health Premium contribution as provided in Article 20.5.
- e) Employees who voluntarily terminate employment with the City prior to the end of a calendar year shall reimburse the Employer for any sick leave used in excess of the accumulated rate provided in Section 18.8.1(a), as prorated by the number of months of service in the year of termination.
- f) All contributions made to an Employee's Post-Retirement Health Savings Plan account by the City cease upon termination of employment.

- 18.9 The EMPLOYER shall provide, on a quarterly basis, an accounting of time worked on a payroll basis for each regular part-time Employee.

#### **ARTICLE 19. INJURY ON DUTY**

- 19.1 Regular employees injured in or contracting illness from actual service and thereby rendered incapable of performing their duty shall receive full pay during the period of incapacity without loss of sick leave for a period not exceeding ninety (90) consecutive calendar days per injury beginning from the first day of loss work time, subject to the conditions listed in the following paragraphs.
- 19.2 Any further questions regarding the interpretation of the definition of calendar days in Section 19.1 shall not be subject to the grievance procedure.
- 19.3 In order to receive the benefits of this Section for a period exceeding seven (7) days, said injury or illness must be determined to be eligible under Workers' Compensation.
- 19.4 In order to be eligible for the benefits of this Section for a period of seven (7) days or less, the EMPLOYER must determine that the injury is "on-the-job" in nature.
- 19.5 In order to be eligible for the benefits of this Section, a written report of such injury must be made within fourteen (14) calendar days of said injury to the Employer.

- 19.6 If employees take advantage of this Section, the City shall pay the difference between the Employees base pay and Workers' Compensation benefits received.
- 19.7 Benefit of this Section shall assure employees of their base pay only and shall not include allowances for over-time or other pay.
- 19.8 The EMPLOYER may require a reasonable number of physical examinations by the City Health Officer, or physician designated by the City at reasonable times at City expense.
- 19.9 The City Health Officer, or physician designated by the City shall determine when the employee is able to return to work.
- 19.10 This Section does not apply in the case of death of an employee on duty or otherwise.
- 19.11 The base pay of an employee will continue until the "on-the-job" status of an injury has been determined if said injury appears to be "on-the-job", however, if it is found that the injury is not job related, the time-off will be deducted from sick leave, vacation time, compensatory time off or, if none of these are adequate, deducted from future pay of the employee.
- In the event vacation time is used, upon return to work of the employee, fifty percent (50%) of future sick leave accrual may be transferred to vacation time, until which time the accrued vacation time reaches the level it was before time off was credited to vacation time.
- 19.12 This Section shall not be applicable if such job-related injury is due to intentional negligence on the part of the employee so injured.
- 19.13 In no event shall the total paid for sick leave, injury on duty leave, and/or Workers' Compensation total more than the employee's total base pay.

## **ARTICLE 20. INSURANCE**

- 20.1 EMPLOYER contribution to Employee Health Insurance coverage is displayed in Appendix B titled "Health Insurance Coverage".
- 20.2 The EMPLOYER shall provide the employee with term life, accidental death and dismemberment insurance in the amount of \$50,000.
- 20.3 After sick leave and all other accrued leaves expire, employees who are off due to injury or illness shall be covered for one (1) year from the expiration of all accrued leaves, provided they remain employed with the City. The City will pay the premium in accordance with the terms of Section 20.1.
- 20.4 Long Term Disability. The EMPLOYER shall provide and pay the cost of Long-Term Disability Insurance. Long Term Disability Insurance shall be coordinated with other benefits provided in the contract such that no Employee may receive more than the Employee's normal take home pay.
- 20.5 Early Retirement. All current Employees as of January 1, 2007, who retire under



P.E.R.A. and have a minimum of eight (8) years of service with the City of South St. Paul, and their dependents at the time of retirement shall be entitled to Group Hospitalization Coverage under the terms and conditions of the health plan maintained by the City for its active employees. All coverage shall cease on the sixty-fifth (65th) birthday of the covered employee, or when covered employee is deceased whichever comes first. Cost of such coverage for employee and dependents shall be paid in accordance with Section 20.1.

All employees hired or re-hired between the period of January 1, 2007 and December 31, 2008, who retire under P.E.R.A. and have a minimum of ten (10) years of service with the City of South St. Paul, shall be entitled to Group Hospitalization Coverage as described in the preceding paragraph.

- 20.6 All insurance benefits mentioned herein shall be selected by the EMPLOYER, subject to the limitations of MN Statute 471.6161 and 471.617. Upon mutual agreement of the Union and EMPLOYER but no less than prior to any designated renewal period, an Insurance Advisory Review Committee shall be convened for the purpose of review of present coverage under the hospitalization and life insurance policies, and to make recommendations for improvement and/or change.
- 20.7 Employees on authorized leave of absence may enroll in the group plan provided that there is no cost to the City and provided further that they are accepted by the insurance carrier. This article shall not apply to those persons covered by Article 24.7 Family Medical Leave.
- 20.8 Employees working less than full time, but averaging 30 or more hours per normal workweek, may participate in group dental, health, life and long-term disability plans. The City's share of health plan premiums and deductibles shall be based on the proportion that the employee's work week hours bear to the normal work week hours and will be applied to the specific policy coverage selected by the employee.
- 20.9 Dental Insurance. The Employer shall contribute the sum equal to the cost of single coverage per month for regular full-time employees for dental insurance under a dental plan approved by the Employer. The EMPLOYER's share of premiums for Employees working less than full-time but averaging 30 or more hours per normal workweek shall be based on the proportion that the employee's work week hours bear to the normal work week hours.

## **ARTICLE 21. VACATION**

- 21.1 Eligibility. Full-time employees shall be eligible for an annual paid vacation at their regular rate of pay.
- 21.2 Schedule. Beginning January 1, 2019, the following vacation schedule applies from the start of full-time employment or the accumulation of service time that is the functional equivalent of full-time employment:
- During years of service 0 – 2 years = 80 hours
  - During years of service 3 – 5 years = 100 hours
  - During years of service 6 – 10 years = 120 hours

- During years of service 11 – 15 years = 160 hours
- During years of service 16+ years = 200 hours

21.3. Method of Accumulation. Vacation leave shall be accrued on an hourly basis and credited after each pay period, as earned.

21.4 Use of Vacation. Use of vacation leave shall be subject to the approval of the employee's department head, with the intent that refusal of vacation leave shall only be on the basis of the workload, and the personnel needs of the respective departments. Use of vacation leave shall be increments of not less than 15 minutes.

Unless specifically directed or approved by the department head and City Administrator, employees shall not have accumulated more than one and one half (1-1/2) times their annual earned vacation or twenty-five (25) days, whichever is greater, at the end of the calendar year.

In the event an employee has been unable to take vacation leave as earned and can demonstrate this inability and will thereby, accumulate more than the maximum carryover days allowable, the employee can give notice, take leave and thus avoid the loss of vacation leave beyond the maximum days allowable. The Employer shall payout up to 40 hours above the maximum allowed carryover if the employee is unable to schedule vacation to bring the balance down to the maximum carryover limit.

21.5 Part-Time Employees. Those employees regularly working less than forty (40) hours per week shall be eligible for vacation on a pro-rata basis consistent with the workweek specified at the hiring date.

21.5.1 The EMPLOYER shall provide, on a quarterly basis, an accounting of time worked on a payroll basis for each regular part-time Employee.

## **ARTICLE 22. HOLIDAYS**

22.1 Days Designated. The following days are holidays with pay for all regular employees in the City service:

<u>HOLIDAY</u>	<u>WHEN CELEBRATED</u>
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Fourth Thursday in November
Christmas Day	December 25

22.2 Holidays Falling on a Weekend. If New Year's Day, Veteran's Day, Independence Day or Christmas Day falls on a Sunday, the following Monday

shall be a holiday. If New Year's Day, Veteran's Day, Independence Day or Christmas Day falls on a Saturday, the preceding Friday shall be a holiday.

22.2.1 Holidays that fall on an employee's normally scheduled day off shall be observed the preceding day or the day after the observed holiday.

22.3 Part-Time Employees. Those employees regularly working less than forty (40) hours per week shall be eligible for holidays on a pro-rata basis consistent with the workweek specified at the hiring date.

22.3.1 The EMPLOYER shall provide, on a quarterly basis, an accounting of time worked on a payroll basis for each regular part-time Employee.

### **ARTICLE 23. PERSONAL LEAVE**

23.1 Sixteen (16) hours of non-accumulated paid leave will be granted to each regular full-time employee.

23.2 Part-time Employees. Those employees regularly working less than forty (40) hours per week shall be eligible for personal leave on a pro-rata basis consistent with the workweek specified at the hiring date.

23.2.1 The EMPLOYER shall provide, on a quarterly basis, an accounting of time worked on a payroll basis for each regular part-time Employee.

23.3 Personal leave shall be in increments of not less than 15 minutes. The Employee will notify the EMPLOYER at or before their regularly scheduled starting time of their intent to utilize a Personal Leave day. If leave is taken during the course of a workday, the Employee will notify their supervisor of their intent to utilize Personal Leave.

23.4 In an Employee's first year of employment, personal leave shall be prorated based on the employee's hire date.

23.5 After the last day of each calendar year, Employees will be paid for any unused personal leave at the rate of the pay existing at yearend. Payouts typically occur with the first payroll of the new year.

### **ARTICLE 24. LEAVES OF ABSENCE**

The EMPLOYER agrees to provide to full time employees the following leaves of absence with reasonable written notice from the employee (leave for part-time employees working less than 40 hours per week will be on a pro-rata basis):

24.1 Military Leave. Military leave will be granted in accordance with the provisions of Minnesota Statutes.

24.2 Jury or Court Leave. Employees selected for jury duty will be granted a leave of absence and receive that portion of their regular salary, which, together with jury pay or fees will be equal to their full salary for the required period of absence.

24.3 Educational Leave. Educational leaves with pay for work-related conferences

and seminars that occur during the regular working hours when attendance is approved by the EMPLOYER. The EMPLOYER agrees to pay reasonable costs related to the above.

- 24.4 Bereavement Leave. Each employee may use up to twenty-four (24) hours of bereavement leave in the event of the death of the employee's immediate family. Immediate family for the purpose of bereavement leave includes the employee's spouse, mother, father, brother, sister, children, legal wards, individuals who stood in loco parentis to the employee as a child, grandparents, grandchildren and those individuals in similar relationship to the employee's spouse. The EMPLOYER may grant additional leave from accrued vacation, sick leave or compensatory time upon request of the Employee. Such request shall be denied only in unusual circumstances. Employees shall also be permitted to take one (1) day of sick leave to act as a pallbearer.
- 24.5 Leave for Voting. All employees who are entitled to vote at any statewide election or any election to fill a vacancy in the office of Representative in Congress are entitled to absent themselves from their work for the purpose of voting during the day of such election day without penalty or deduction from their salary or wage on account of such absence. Time off equivalent to two (2) hours will be given all employees during such elections to be scheduled through the supervisor.
- 24.6 Leave of absence. The City Council may grant leave of absence without pay to any regular employees for such reason and period as it may determine, not exceeding twelve (12) consecutive months. All requests for such leave must be submitted in writing by the employees via their department head to the City Council. Such leave will be granted only when it will not adversely affect departmental operations and is not detrimental to the best interests of the City. Upon expiration of the approved period of absence, the employees shall be reinstated in the position held at the time leave was granted. Failure of employees to return to full duty at the expiration of their leave shall be cause for dismissal. Extensions of a leave without pay may be mutually agreed upon between employees and department head.
- 24.7 Family and Medical Leave of Absence. The City will comply with FMLA rules and regulations as stated in Minnesota Statutes 181.940.
- 24.8 Absence without Leave. Absence of employees from duty, including any absence for a single day or part of a day that is not specifically authorized shall be without pay and serve as a basis for disciplinary action. Employees who absent themselves from their jobs for four (4) consecutive days without authorized leave shall be deemed to have resigned and will be separated with cause.
- 24.9 Approval. Leaves shall be granted after employees have notified and received approval of the designated supervisor who has determined that such absence is in compliance with the terms of this AGREEMENT. The EMPLOYER shall also grant leaves determined to be in conformance with this AGREEMENT, when unusual or emergency conditions prevent employees from obtaining advance approval of a request for a leave of absence.

## **ARTICLE 25. MEAL AND REST PERIODS**

- 25.1 Employees may take a one half (1/2) hour meal period, without pay, during each eight (8) hour shift at times determined by the EMPLOYER.
- 25.2 Employees may take a fifteen (15) minute rest period, with pay, for each half shift (eight (8) hours) at times determined by the EMPLOYER.
- 25.3 Rest periods may be taken in conjunction with meal periods when the Employee is scheduled to work a full day. When the Employee has scheduled time off, then the Employee may take a fifteen (15) minute rest period, with pay, during their half shift (4-hour period) at a time determined by the EMPLOYER.
- 25.4 At no time may the fifteen (15) minute rest period be used by the Employee to leave the workplace early without prior approval from their supervisor.

## **ARTICLE 26. SERVICE RECOGNITION AWARD**

Employees who have completed not less than ten continuous years of service, shall upon permanent separation from employment with the City for reasons other than just cause as the result of disciplinary proceedings, be paid a service recognition payment based upon years of service at the rate of \$210 per year for each year of continuous employment. On January 1, 2023, the service recognition payment will increase to \$225 per year for each year of continuous employment.

## **ARTICLE 27. EDUCATIONAL REIMBURSEMENT**

The Employer here-by establishes the following guidelines for the paying of tuition to City Employees for outside training at colleges, universities, correspondence schools, and various short courses.

- 27.1 Approval of Courses. Course work must relate to applicant's present position for purpose of:
  - 1) Improving skills or knowledge required in their position,
  - 2) Preparing Employees for significant technological changes occurring in their career field,
  - 3) Preparing Employees for changes in duties due to the different use of a position or class,
  - 4) Preparing Employees for assumption of new and different duties as a result of a recent promotional appointment, or,
  - 5) General development of understanding to do their jobs better.
- 27.2 Eligible Employees. In order for Employees to be eligible for tuition reimbursement they must have completed twelve (12) months of service with the Employer and must:
  - 1) Take an approved course,
  - 2) Receive a passing grade in the course,
  - 3) Have had the prior approval of their Department Head and City Administrator,
  - 4) Have submitted their request on the proper form.

- 27.3 Extent of Tuition Payment by City. In the event the course is taken at the direction of a Department Head and/or the City Council, the entire cost of the course will be paid by the city.

If the Employee initiates enrollment in a course, the City will pay ninety percent (90%) of the tuition.

Maximum tuition reimbursement in any one (1) calendar year shall not exceed \$3000.00. Maximum tuition reimbursement during an employee's career with the City shall not exceed \$8,000.00.

- 27.4 Reimbursement Procedures. Upon successful completion of the course, Employees shall submit a voucher stating the amount requested to be paid by the City. This voucher shall be accompanied by written proof of the successful completion of the course.

27.4.1 If the Employee voluntarily resigns within two (2) years after completion of the course for which tuition was reimbursed by the EMPLOYER, a reimbursement payback will be made to the EMPLOYER according to the following schedule. The Employee can submit a waiver of reimbursement requirements due to exceptional circumstances to the City Administrator, or designee. The EMPLOYER will consider each waiver request on a case-by-case basis and the final decision shall remain with the EMPLOYER.

0 – 12 months after reimbursement was made = 100%

13 – 18 months after reimbursement was made = 50%

19 – 24 months after reimbursement was made = 25%

Greater than 24 months = 0%

- 27.5 Funding. In the event the course is taken at the direction of a Department Head, the entire cost will be paid by the City and charged against the particular department.

## **ARTICLE 28. TERMINATION OF EMPLOYMENT**

- 28.1 Employees must provide the EMPLOYER with advanced written notice of intent to terminate employment. Unless waived by mutual agreement between the EMPLOYER and Employee, notice must be provided a minimum of ten (10) working days prior to intended termination date and no vacation leave time will be granted during this period.
- 28.2 Those Employees leaving the City in good standing and who provide proper notice of their departure shall be compensated for unused accrued vacation and personal leave.

## **ARTICLE 29. LEGAL DEFENSE**

Except in cases of malfeasance in office or willful or wanton neglect of duty, the EMPLOYER will defend, save-harmless and indemnify employees against any tort claim, demand, judgment, or settlement, actually or reasonably incurred, arising out of an alleged act or omission occurring within the scope of their employment or official duties, subject to the limitations of Minnesota Statutes Section 466.04.

### **ARTICLE 30. SAVINGS CLAUSE**

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the signed municipality. In the event any provision of this AGREEMENT shall be held 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 this AGREEMENT shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

### **ARTICLE 31. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by laws from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the AGREEMENT. Therefore, notwithstanding the provisions of Article 30, the EMPLOYER and the UNION, for the life of the AGREEMENT, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

### **ARTICLE 32. MISCELLANEOUS**

- 32.1 Equipment and uniforms shall be provided and maintained by the EMPLOYER when said equipment or uniforms are required by the EMPLOYER.
- 32.2 The EMPLOYER shall provide a safety shoe account to those Employees who work in the job classification of Airport Operations Specialist, Building Official, Code Enforcement Officer and Engineering Technician. Safety shoe means steel toe boots/shoes or equivalent (i.e., composite toe). Safety shoe also means a heavy leather work boot. Tennis shoes, canvass shoes, sandals, or similar type of shoes are not eligible for reimbursement.
  - 32.2.1 On January 1<sup>st</sup> of each year, the EMPLOYER will credit the account \$200. Reimbursement will be authorized when the Employee submits an original receipt of purchase for safety shoes to their supervisor.
  - 32.2.2 For new employees starting employment after January 1<sup>st</sup>, the annual safety shoe allowance is prorated based on hire date. In order to ensure an employee can purchase safety shoes upon hire, if needed, the Employer will provide the full \$200 upfront and then deduct the prorated portion from the next annual allotment.
  - 32.2.3 On December 31<sup>st</sup> of each year the balance of an Employee's safety shoe reimbursement account shall be no more than two (2) times the annual allowance, or \$400. Reimbursements are limited to the dollar amount then available in the account.
  - 32.2.4 Safety shoe allowance under this Article may be used only by actively working Employees and no purchases are authorized if an Employee is

suspended, under notice of termination, or six (6) months prior to an Employee's retirement or voluntary resignation. If purchases are made from the safety shoe allowance less than six (6) months from retirement or voluntary resignation, the Employee shall repay the Employer on a pro-rata basis.

32.2.5 Any balance remaining in the safety shoe allowance account upon termination of employment shall be returned to the City's general budget.

32.3 The Employer and Union agree to cooperatively establish and conduct a Labor-Management Committee to discuss establishing Employer assisted processes to enable savings for post-retirement and/or post-employment health insurance expenses.

### **ARTICLE 33. DRUG AND ALCOHOL TESTING**

The Drug and Alcohol Testing Agreement, as approved by the South St. Paul City Council and as may be subsequently amended by statutory requirements. Employees will be provided with the most recent Drug & Alcohol Testing Agreement Policy approved by City Council.

### **ARTICLE 34. DURATION**

The Agreement shall be effective as of January 1, 2022 and shall remain in full force and effect until the 31st day of December 2023.

In witness whereof, the parties hereto have executed this AGREEMENT on the 1<sup>st</sup> day of MARCH, 2022.

For the EMPLOYER:

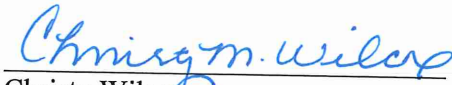


Mayor  
City of South St. Paul

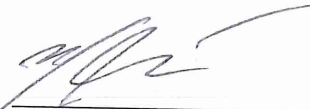
For the UNION:



Business Representative,  
AFSCME Council 5



Christy Wilcox  
City Clerk



President, AFSCME Local 2535

\_\_\_\_\_  
Director, AFSCME Local 2535



## APPENDIX A

### ***2022 Step Plan for Full-time AFSCME Positions***

*Effective Date 01/01/2022*

	<b>Hourly Rate</b>							<b>Monthly</b>	<b>Yearly</b>
<b>Positions</b>	<b>Step 1 (76%)</b>	<b>Step 2 (80%)</b>	<b>Step 3 (84%)</b>	<b>Step 4 (88%)</b>	<b>Step 5 (92%)</b>	<b>Step 6 (96%)</b>	<b>Step 7 (100%)</b>	<b>(Based on Top Step)</b>	<b>(Based on Top Step)</b>
Airport Operations Specialist	25.160	26.484	27.808	29.132	30.457	31.781	33.105	5738.20	68,858.40
Accounting Specialist (Payroll)	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
Accounting Specialist (AP & UB)	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
Building Official	37.080	39.031	40.983	42.934	44.886	46.837	48.789	8456.76	101,481.12
Building/Code Enf. Support Specialist	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
Code Enforcement Officer	27.409	28.851	30.294	31.736	33.179	34.621	36.064	6251.09	75,013.12
Communications Specialist	28.589	30.094	31.598	33.103	34.608	36.112	37.617	6520.28	78,243.36
Community Affairs Liaison ( <i>Exempt</i> )	31.044	32.678	34.311	35.945	37.579	39.213	40.847	7080.15	84,961.76
Associate Planner	25.160	26.484	27.808	29.132	30.457	31.781	33.105	5738.20	68,858.40
Community Service Officer (CSO)	20.040	21.095	22.150	23.205	24.259	25.314	26.369	4570.63	54,847.52
Deputy City Clerk	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
Engineering GIS/CAD Specialist	32.518	34.230	35.941	37.653	39.364	41.076	42.787	7416.41	88,996.96
Engineering Support Specialist	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
IT Specialist	28.591	30.096	31.601	33.106	34.610	36.115	37.620	6520.80	78,249.60
Office Specialist	23.088	24.303	25.518	26.734	27.949	29.164	30.379	5265.69	63,188.32
Park & Rec Support Specialist	24.259	25.536	26.813	28.090	29.366	30.643	31.920	5532.80	66,393.60
Police Support Specialist	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
Staff Engineer	29.163	30.698	32.233	33.768	35.303	36.838	38.373	6651.32	79,815.84
Engineering Technician	25.158	26.482	27.807	29.131	30.455	31.779	33.103	5737.85	68,854.24

## 2022 Step Plan for Full-time AFSCME Positions

Effective Date 07/01/2022

Positions	Hourly Rate							Monthly (Based on Top Step)	Yearly (Based on Top Step)
	Step 1 (76%)	Step 2 (80%)	Step 3 (84%)	Step 4 (88%)	Step 5 (92%)	Step 6 (96%)	Step 7 (100%)		
Airport Operations Specialist	25.789	27.146	28.504	29.861	31.218	32.576	33.933	5881.72	70,580.64
Accounting Specialist (Payroll)	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
Accounting Specialist (AP & UB)	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
Building Official	37.080	39.031	40.983	42.934	44.886	46.837	48.789	8456.76	101,481.12
Building/Code Enf. Support Specialist	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
Code Enforcement Officer	27.409	28.851	30.294	31.736	33.179	34.621	36.064	6251.09	75,013.12
Communications Specialist	28.589	30.094	31.598	33.103	34.608	36.112	37.617	6520.28	78,243.36
Community Affairs Liaison ( <i>Exempt</i> )	31.044	32.678	34.311	35.945	37.579	39.213	40.847	7080.15	84,961.76
Associate Planner	25.789	27.146	28.504	29.861	31.218	32.576	33.933	5881.72	70,580.64
Community Service Officer (CSO)	20.541	21.622	22.704	23.785	24.866	25.947	27.028	4684.85	56,218.24
Deputy City Clerk	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
Engineering GIS/CAD Specialist	32.518	34.230	35.941	37.653	39.364	41.076	42.787	7416.41	88,996.96
Engineering Support Specialist	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
IT Specialist	28.591	30.096	31.601	33.106	34.610	36.115	37.620	6520.80	78,249.60
Office Specialist	23.088	24.303	25.518	26.734	27.949	29.164	30.379	5265.69	63,188.32
Park & Rec Support Specialist	24.259	25.536	26.813	28.090	29.366	30.643	31.920	5532.80	66,393.60
Police Support Specialist	24.502	25.791	27.081	28.370	29.660	30.949	32.239	5588.09	67,057.12
Staff Engineer	29.163	30.698	32.233	33.768	35.303	36.838	38.373	6651.32	79,815.84
Engineering Technician	25.158	26.482	27.807	29.131	30.455	31.779	33.103	5737.85	68,854.24

## 2023 Step Plan for Full-time AFSCME Positions

Effective Date 01/01/2023

Positions	Hourly Rate							Monthly	Yearly
	Step 1 (76%)	Step 2 (80%)	Step 3 (84%)	Step 4 (88%)	Step 5 (92%)	Step 6 (96%)	Step 7 (100%)	(Based on Top Step)	(Based on Top Step)
Airport Operations Specialist	26.828	28.240	29.652	31.064	32.476	33.888	35.300	6118.67	73,424.00
Accounting Specialist (Payroll)	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
Accounting Specialist (AP & UB)	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
Building Official	38.192	40.202	42.213	44.223	46.233	48.243	50.253	8710.52	104,526.24
Building/Code Enf. Support Specialist	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
Code Enforcement Officer	28.513	30.014	31.514	33.015	34.516	36.016	37.517	6502.95	78,035.36
Communications Specialist	29.741	31.306	32.872	34.437	36.002	37.568	39.133	6783.05	81,396.64
Community Affairs Liaison ( <i>Exempt</i> )	32.295	33.994	35.694	37.394	39.094	40.793	42.493	7365.45	88,385.44
Associate Planner	26.828	28.240	29.652	31.064	32.476	33.888	35.300	6118.67	73,424.00
Community Service Officer (CSO)	21.369	22.494	23.618	24.743	25.868	26.992	28.117	4873.61	58,483.36
Deputy City Clerk	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
Engineering GIS/CAD Specialist	33.494	35.257	37.020	38.782	40.545	42.308	44.071	7638.94	91,667.68
Engineering Support Specialist	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
IT Specialist	29.743	31.309	32.874	34.440	36.005	37.571	39.136	6783.57	81,402.88
Office Specialist	24.018	25.282	26.547	27.811	29.075	30.339	31.603	5477.85	65,734.24
Park & Rec Support Specialist	24.987	26.302	27.618	28.933	30.248	31.563	32.878	5698.85	68,386.24
Police Support Specialist	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
Staff Engineer	30.338	31.935	33.532	35.129	36.725	38.322	39.919	6919.29	83,031.52
Engineering Technician	26.172	27.550	28.927	30.305	31.682	33.060	34.437	5969.08	71,628.96

## 2023 Step Plan for Full-time AFSCME Positions

Effective Date 07/01/2023

Positions	Hourly Rate							Monthly	Yearly
	Step 1 (76%)	Step 2 (80%)	Step 3 (84%)	Step 4 (88%)	Step 5 (92%)	Step 6 (96%)	Step 7 (100%)	(Based on Top Step)	(Based on Top Step)
Airport Operations Specialist	27.499	28.946	30.394	31.841	33.288	34.736	36.183	6271.72	75,260.64
Accounting Specialist (Payroll)	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
Accounting Specialist (AP & UB)	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
Building Official	38.192	40.202	42.213	44.223	46.233	48.243	50.253	8710.52	104,526.24
Building/Code Enf. Support Specialist	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
Code Enforcement Officer	28.513	30.014	31.514	33.015	34.516	36.016	37.517	6502.95	78,035.36
Communications Specialist	29.741	31.306	32.872	34.437	36.002	37.568	39.133	6783.05	81,396.64
Community Affairs Liaison ( <i>Exempt</i> )	32.295	33.994	35.694	37.394	39.094	40.793	42.493	7365.45	88,385.44
Associate Planner	27.499	28.946	30.394	31.841	33.288	34.736	36.183	6271.72	75,260.64
Community Service Officer (CSO)	21.903	23.056	24.209	25.362	26.514	27.667	28.820	4995.47	59,945.60
Deputy City Clerk	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
Engineering GIS/CAD Specialist	33.494	35.257	37.020	38.782	40.545	42.308	44.071	7638.94	91,667.68
Engineering Support Specialist	25.489	26.830	28.172	29.513	30.855	32.196	33.538	5813.25	69,759.04
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Staff Engineer	30.338	31.935	33.532	35.129	36.725	38.322	39.919	6919.29	83,031.52
Engineering Technician	26.172	27.550	28.927	30.305	31.682	33.060	34.437	5969.08	71,628.96

## APPENDIX B

### Health Insurance Rates - 2022

The Employer's maximum monthly contribution to health insurance premiums and the HRA/HSA deductible account for all plans is \$1050 for Single coverage; \$1391 for Single + Spouse coverage; \$1354 for Single + Child(ren) coverage; and, \$1516 for Family coverage.

*In no cases can the Employer contribution exceed the monthly premium amount and/or the HRA/HSA annual deductible amount.*

#### 2022 PASSPORT OPEN ACCESS PLANS

	Total Premium Monthly	ER Contribution Monthly	Employee Cost Monthly
<b>Medica - \$35 Copay (44782)</b>			
Single	845.76	845.76	0.00
Employee + Spouse	1,968.30	1,391.00	577.30
Employee + Children	1,446.28	1,354.00	92.28
Family	2,310.61	1,516.00	794.61
<b>Medica - \$500 Deductible (44783)</b>			
Single	803.07	803.07	0.00
Employee + Spouse	1,868.94	1,391.00	477.94
Employee + Children	1,373.27	1,354.00	19.27
Family	2,193.97	1,516.00	677.97
<b>Medica - HRA \$1500/\$3000 High Deductible* (44784)</b>			
Single	754.63	754.63	0.00
Employee + Spouse	1,756.21	1,266.00	490.21
Employee + Children	1,290.43	1,229.00	61.43
Family	2,061.63	1,391.00	670.63
<b>Medica - HSA \$2800/\$5600 High Deductible** (44785)</b>			
Single	697.73	697.73	0.00
Employee + Spouse	1,623.79	1,266.00	357.79
Employee + Children	1,193.13	1,193.13	0.00
Family	1,906.18	1,391.00	515.18

**HRA/HSA Deductible Contribution:** ER contributions are calculated on a monthly basis. Employees entering or leaving the bargaining unit after January 1, 2022 shall received a prorated contribution based on hire or termination date.

\* HRA \$1500/\$3000 High Deductible Plan:

Employer contributes \$125.00 per month (\$1500 annually) to Single, Single + Spouse, Single + Child(ren), or Family coverage deductible.

\*\* HSA \$2800/\$5600 High Deductible Plan:

Employer contributes \$233.33 per month (\$2800 annually) to Single coverage deductible. The Employer contributes \$125 per month (\$1500 annually) to Single + Spouse, Single + Child(ren), or Family coverage deductible.

*For 2022 only, the Employer will provide the annual contribution to high deductible accounts in two equal installments. The first installment will be paid with the first payroll in January and the second installment will be paid with the first payroll in July.*

## **APPENDIX C**

### **DRUG AND ALCOHOL TESTING AGREEMENT (D.A.T.A.)**

#### **ARTICLE 1. MUTUAL INTENT.**

- 1.1 Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of Employees of South Saint Paul and to the public. To reduce those risks, this agreement concerning drug and alcohol use affecting the workplace is being adopted. This agreement establishes standards concerning drug and alcohol use which all Employees meet. It also establishes a testing procedure to ensure that those standards are met.
- 1.2 This D.A.T.A. will conform to the requirements of State Law as set forth in Minnesota Statutes Chapter 181 and the Federal Drug-Free Workplace Act of 1988 and be as follows:

#### **ARTICLE 2. DEFINITIONS.**

- 2.1 "ALCOHOL" means ethyl alcohol.
- 2.2 "CONFIRMATORY TEST" and "CONFIRMATORY RETEST" means a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Section 181.953, Subd. 1.
- 2.3 "DRUG" means a controlled substance as defined in Minn. Stat. 152.01, Subd. 4.
- 2.4 "DRUG AND ALCOHOL TESTING", "DRUG OR ALCOHOL TESTING", and "DRUG OR ALCOHOL TEST" mean analysis of a blood or urine sample according to the standards established under one of the programs listed in Minnesota Statute Section 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.
- 2.5 "EMPLOYEE" means a person, independent contractor, or person working for an independent contractor who performs services for the City of South Saint Paul for compensation, in whatever form.
- 2.6 "EMPLOYER" means City of South Saint Paul acting through any designee.
- 2.7 "INITIAL SCREENING TEST" means a drug or alcohol test which uses a method of analysis under one of the programs listed in Minnesota Statutes, Section 181.953, Subd. 1, to detect the presumptive presence of a drug, drug metabolite or alcohol in a sample.
- 2.8 "JOB APPLICANT" means a person who applies to become an Employee of the City of South Saint Paul and includes a person who has received a job offer made contingent on the person passing drug and alcohol testing.
- 2.9 "POSITIVE TEST RESULT" means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, Section 181.953, Subd. 1.
- 2.10 "REASONABLE SUSPICION" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts. A second person shall confirm a reasonable suspicion in all cases.

- 2.11 "SAFETY-SENSITIVE POSITION" means a job, including any supervisory or management position, in which an impairment caused by drug or alcohol usage would threaten the health or safety of any person.
- 2.12 "UNDER THE INFLUENCE" means having the presence of a drug or alcohol at or above the level of a positive test result.

### **ARTICLE 3. EMPLOYEE REQUIREMENTS.**

- 3.1 No Employee will be under the influence of any drug or alcohol while the Employee is on duty except to the extent authorized by a valid medical prescription.
- 3.2 An Employee will notify the Employer in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Employer will notify the appropriate federal agency of such conviction within ten (10) days of receiving notice from the Employee.

### **ARTICLE 4. DRUG AWARENESS PROGRAM.**

- 4.1 The Employer provides an Employee Assistance Program to aid and assist City Employees who seek counseling and rehabilitation. Employees are encouraged to utilize the services of the Employee Assistance Program. Participation in this program is voluntary and confidential, except as may be required pursuant to Public Law 100-690, Title V, Subtitle D.
- 4.2 Employees who are in recovery are protected under Americans With Disabilities Act (ADA).

### **ARTICLE 5. PERSONS SUBJECT TO TESTING.**

- 5.1 No person will be tested for drugs or alcohol under this agreement without the person's consent. The Employer will request or require an individual to undergo drug or alcohol testing only under the circumstances described in this agreement.
- 5.2 JOB APPLICANTS.

Job applicants may be required to undergo drug and alcohol testing after a job offer has been conditionally made and before commencing employment in the position.

### **ARTICLE 6. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING.**

#### **6.1 REASONABLE SUSPICION TESTING**

The Employer may request or require an Employee to undergo drug and/or alcohol testing if there is a reasonable suspicion that the Employee, while on duty

- 6.1.1 is under the influence of drugs or alcohol
- 6.1.2 is under the influence of drugs or alcohol and has sustained bodily harm or has caused another person to die or sustain substantial bodily harm as that term is defined in Minnesota Statutes 609.02, Subd. 7a; or
- 6.1.3 is under the influence of drugs or alcohol and has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in total property damage exceeding \$2,000; or
- 6.1.4 has discharged a firearm other than

- (a) on a target range, or
- (b) while conducting authorized ballistics test, or
- (c) as authorized by the City of South Saint Paul.

6.2 OTHER TESTING

The Employer will permit an Employee who has requested a drug and alcohol test to undergo testing in accordance with the procedures established by this agreement at the employee's expense.

6.3 RANDOM TESTING is prohibited unless required by statute.

**ARTICLE 7. REFUSAL TO UNDERGO DRUG OR ALCOHOL TESTING.**

7.1 JOB APPLICANTS

If a job applicant refuses to undergo drug or alcohol testing requested or required by the Employer, no such test will be given, and the job applicant will be deemed to have withdrawn the application for employment.

7.2 EMPLOYEES

If any Employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test will be given, but the Employer may discipline the Employee. Such discipline shall be progressive and may include discharge on grounds of insubordination.

7.3 REFUSAL ON RELIGIOUS GROUNDS.

No Employee or job applicant who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds will be deemed to have refused unless the Employee or job applicant also refuses to undergo drug or alcohol testing of a urine sample.

**ARTICLE 8. PROCEDURE FOR TESTING.**

8.1 NOTIFICATION FORM.

Before requesting an Employee or job applicant to undergo drug or alcohol testing, the Employer will provide the individual with a form on which to (1) acknowledge that the individual has received a copy of, read, and understood the D.A.T.A., and (2) indicate any over-the counter or prescription medications that the individual is currently taking or has recently taken and any other information relevant to the reliability of, or explanation for, a positive test result, and (3) indicate consent to undergo the drug and alcohol testing. The Employer will provide the Employee or job applicant with a copy of the D.A.T.A. and the time to review its contents before the Employee or job applicant indicates consent to drug and alcohol testing. The Employee has the right to Union representation during any step(s) of the drug and alcohol testing procedure.

8.2 TEST SAMPLE

The test sample will be obtained in a private setting, and the procedures for taking the sample will ensure privacy to Employees and job applicants to the extent practicable, consistent with preventing tampering with the sample, and may include a witness, and will conform with applicable rules under M.S.A. Section 181.953. No test sample will be taken on the Employer's premises and the test sample will not be taken by City of South Saint Paul Employees.

8.3 IDENTIFICATION OF SAMPLES.

Each sample will be sealed into a suitable container free of any contamination that could affect test results. The sample will be identified for processing by the licensed testing laboratory.

8.4 CHAIN OF CUSTODY.

A written record of the chain of custody of the sample which conforms to the rules under M.S.A. Section 181.953 will be maintained. In addition, the written record will include a signature of each person accepting transfer of the same and the date and time of the transfer.



8.5 LABORATORY.

All drug and alcohol testing will use the services of a testing laboratory qualifying under Minnesota Statutes Section 181.953; however, no test will be conducted by a testing laboratory owned and/or operated by the City of South Saint Paul.

8.6 METHODS OF ANALYSIS.

The testing laboratory will use methods of analysis and procedures to ensure reliable drug and alcohol testing results, including standards for initial screening tests and confirmatory tests.

8.7 RETENTION AND STORAGE.

Retention and storage procedures will comply with M.S.S.A. Section 181.953, and all samples, that produced a positive test result will be retained and properly stored for at least (6) months.

8.8 TEST REPORT.

The testing laboratory will prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of test conducted, and whether the test produced negative or positive test results, and the testing laboratory will disclose that report to the Employer within three (3) working days after obtaining the final test results. The following standards shall be used:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1,000 ng/ml Amphetamine	500 ng/ml GC-MC
Barbiturates	300 ng/ml Barbiturate	1,000 ng/ml GC-MS
Benzodiazepine	300 ng/ml Oxazepam	1,000 ng/ml GC-MS
Cannabis	100 ng/ml Delta-THC	15 ng/ml GC-MS
Cocaine	300 ng/ml Metabolite	150 ng/ml GC-MS
Narcotics	300 ng/ml Morphine	300 ng/ml GC-MS
PCP	25 ng/ml PCP	25 ng/ml GC-MS
Alcohol	0.04 (Breathalyzer)	0.04 (Blood Alcohol)

8.9 NOTICE OF TEST RESULTS

Within three (3) working days after receipt of the test result report from the testing laboratory, the Employer will inform an Employee or job applicant who has undergone drug or alcohol testing in writing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test. The Employer will also inform an Employee or job applicant of the following rights pursuant to M.S. 181.953:

8.9.1 The right to request and receive from the Employer a copy of the test result report.

8.9.2 The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the Employer's expense or a confirmatory retest at another laboratory at the Employer's expense.

8.9.3 The right to submit information to the Employer within three (3) working days after a notice of a positive test result to explain that result.

8.9.4 The right of an Employee for whom a positive test result on a confirmatory test was the first such result on a drug or alcohol test requested by the Employer not to be discharged unless the Employer has first given the Employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program. Participation in a counseling or rehabilitation program will be at the Employee's own expense or pursuant to coverage under an Employee's benefit plan. The Employer may determine which type of program is more appropriate for the Employee after consultation with a certified chemical-use counselor or a physician trained in the diagnosis and treatment of chemical dependency. The Employee may be discharged if s/he has either refused to participate in the

counseling or rehabilitation program or has failed to successfully complete the program. Withdrawal from the program before its completion or a positive test result on a confirmatory test after completion of the program will be considered evidence that the Employee failed to successfully complete the program.

- 8.9.5 The right not to be disciplined if the outcome of the confirmatory or confirmatory retest is negative.
- 8.9.6 The right not to be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the Employee or job applicant was under an affirmative duty to provide the information before, upon, or after hire.
- 8.9.7 The right to access the information in their personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process including conclusions drawn from and actions taken based on the reports or other acquired information.
- 8.9.8 The right of an Employee or a job applicant, who has received a job offer made contingent on the applicant passing drug and alcohol testing, to not have the offer withdrawn based on a positive test result from an initial screening test that has not been verified by a confirmatory test.

## **ARTICLE 9. ACTION AFTER TEST.**

### **9.1 JOB APPLICANTS.**

The Employer will not withdraw an offer of employment made contingent on the job applicant passing drug and alcohol testing based on a positive test result from an initial screening test that has not been verified by a confirmatory test. Where there has been a positive test result in a confirmatory test and in any confirmatory retest, the Employer will withdraw the contingent offer of employment if the Employer determined in accord with the Minnesota Human Rights Act, that alcohol or drug usage or abuse: (1) prevents the job applicant from performing the essential functions of the job in question; or (2) constitutes a direct threat to property or the safety of others; or (3) otherwise constitutes a bona fide occupational qualification.

### **9.2 EMPLOYEES.**

The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an Employee solely on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test. Where there has been a positive test result in a confirmatory test and in any confirmatory retest, the Employer may do the following:

#### **9.2.1 FIRST POSITIVE TEST RESULT.**

If a professional assessment deems treatment warranted, give the Employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate. The Employer through its Employee Assistance Program may determine which type of program is more appropriate after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation in a counseling or rehabilitation program will be at the Employee's own expense or pursuant to coverage under an Employee's own benefit plan.

When undergoing treatment and evaluation, employees shall receive the usual compensation and fringe benefits provided at their assigned position provided the Employee is using available accumulated leave. If the Employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete

the program as evidence by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program, and alcohol or drug abuse prevents the Employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of others or otherwise constitutes a bona fide occupational qualification, the Employer may recommend to the City that the Employee may be discharged from employment.

**9.2.2 COMPLETION OF REHABILITATION.**

Upon successful completion of rehabilitation, the Employee shall be returned to their regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow up care is prescribed after treatment, this may be a condition of employment. Once treatment is completed and provided no further incidence of positive confirmatory test occur, at the end of three (3) years the records of treatment and positive drug test results shall be retired and given to the Employee. References of the incident shall be removed from the Employee's personnel file.

**9.2.3 SECOND POSITIVE TEST RESULT.**

Where alcohol or drug abuse prevents the Employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of others or otherwise constitutes a bona fide occupational qualification, the Employer may discipline the Employee including, but not limited to, discharge from employment.

**9.2.4 SUSPENSIONS AND TRANSFERS.**

Notwithstanding any other provisions herein, the Employer may temporarily suspend the tested Employee with pay for up to 90 days or transfer that Employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the Employer believes that it is reasonably necessary to protect the health or safety of the Employee, co-Employees, or the public.

**ARTICLE 10. DATA PRIVACY.**

- 10.1 The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another Employer or to a third-party group or individual, governmental agency, or private organization without the written consent of the Employee tested, unless required by law or court order.

**ARTICLE 11. APPEALS PROCEDURE.**

- 11.1 Concerning disciplinary actions taken pursuant to this drug and alcohol testing agreement, available appeal procedures are as follows:

**11.1.1 TEMPORARY EMPLOYEES.**

Temporary Employees as defined in the City of South Saint Paul will have no right of appeal.

**11.1.2 NON-VETERANS ON PROBATION.**

An Employee who has not completed the probationary period and who is not a veteran has no right of appeal.

**11.1.3 VETERANS.**

An Employee, who is a veteran, has the right to appeal (a) through the grievance/arbitration procedure included in the Collective Bargaining Agreement, regardless of status with respect to the probationary period; and (b) any additional rights under the Veterans Preference Act, Minn. Stat. 197.46.

- 11.2 All notices of appeal not covered under the Collective Bargaining Agreement must be submitted in writing to the City Administrator, who will schedule the appropriate hearing.
- 11.3 An Employee who is covered by the Collective Bargaining Agreement may see relief under the terms of that Agreement by contacting the Union and initiating grievance procedures.

**ARTICLE 12. EMPLOYEE RIGHTS.**

- 12.1 The Employee has the right to Union representation during any step(s) of the drug and alcohol testing procedure.
- 12.2 The Employee has the right to refuse any overtime, callback, or workback, when the Employee feels she/he may violate this D.A.T.A.

**ARTICLE 13. GOOD FAITH EFFORT.**

- 13.1 The City of South Saint Paul and all parties to this agreement will make a continuing good faith effort to maintain a drug-free workplace through the implementation of this Drug and Alcohol Testing Agreement.



**City Council Agenda Report**  
Date: March 7, 2022  
Department: Administration/HR  
Prepared by: S. Anderson  
Administrator: \_\_\_\_\_

8-F

**Agenda Item: Approve 2022-2023 Bargaining Unit Agreement between the City of South St. Paul and Local 2535, AFSCME Council 5**

**Action to be considered:**

Motion to approve resolution 2022-31, approval of the 2022-2023 Local 2535, AFSCME Council 5 bargaining unit contract and authorize execution of contract terms effective January 1, 2022.

**Overview:**

The Local 2535, AFSCME Council 5 labor unit is the designated exclusive bargaining representative for all clerical, technical and professional positions and who are not represented by another bargaining unit within the city. The existing contract expired on December 31, 2021. City Administrator Joel Hanson and Asst. City Administrator/Human Resource Director Shelly Anderson have negotiated with representatives of the bargaining unit.

Tentative terms have been reached for a new contract with the AFSCME bargaining unit. The City Council reviewed the terms of the 2022/2023 AFSCME contract during a closed session discussion at the Council Worksession meeting of February 14, 2022. This is a two-year contract covering calendar years 2022 and 2023. The contract allows for a 3% COLA in each year, along with market rate adjustments for positions identified in the compensation study as being underpaid in the market. Market adjustments will occur retroactive to January 1, 2022, and then on July 1, 2022, January 1, 2023, and July 1, 2023.

The Local 2535, AFSCME Council 5 bargaining unit has approved the terms and conditions of the 2022-2023 contract. Staff recommends approval of Resolution 2022-31 authorizing the approval and execution of terms for the 2022/2023 Local 2535, AFSCME Council 5 bargaining unit contract.

**Source of Funds:**

General Fund Budgets and Contingency

City of South St. Paul  
Dakota County, Minnesota

**RESOLUTION NO. 2022-31**

**RESOLUTION APPROVING BARGINING UNIT CONTRACT  
FOR CALENDAR YEARS 2022 AND 2023 BETWEEN  
THE CITY OF SOUTH ST. PAUL AND LOCAL 2535, AFSCME COUNCIL 5**

**WHEREAS**, representatives of the City of South St. Paul and representatives of Local 2535, AFSCME Council 5 representing the AFSCME bargaining unit of the City has negotiated a two-year labor agreement for the term January 1, 2022 through December 31, 2023; and,

**WHEREAS**, the attached bargaining agreement provides that contract language agreed upon between the parties;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council approves and ratifies the tentative agreement and that the appropriate individuals designated by the City are authorized and directed to execute the original signed contract.

Adopted this 7<sup>th</sup> day of March 2022.

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Christy Wilcox, City Clerk