

AGREEMENT BETWEEN THE
CITY OF SOUTH ST. PAUL
AND
LOCAL 2535, AFSCME Council 5
AFL – CIO

January 1, 2024 through December 31, 2025

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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 Proper notices and bulletins will be sent out to Union members electronically and the bulletin board in the lobby of the City Hall building is available for use by the Union for posting of proper notices and bulletins if needed.
- 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.
 - 8.2.1 Job postings for the position of CSO is exempt from the 12-day internal posting requirement, rather this position will be posted both internally and externally at the same time with preference given to internal candidates as long as they meet the minimum requirements of the job.

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. This schedule does not pertain to the position of CSO, which has a work schedule that will include work hours outside of the normal workday and workweek.
- 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 to 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 positions of Community Affairs Liaison, Communications Coordinator, and Recreation Specialist are exempt positions, 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 three (3) 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 with 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 AND ON-CALL DUTY WORKER

- 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 on the observed holiday as specified in Article 22.1 and 22.2 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.
- 17.6 On-Call Duty Worker.
- 17.6.1 Defined. Regular full-time maintenance and caretaker employees of the HRA High-Rise Building who have passed their probationary period may be eligible to sign-up for On-Call Duty Worker. The On-Call Duty Worker shall be on call to cover after-hour emergency matters or other matters related to the HRA High-Rise Buildings, as directed. On-call status requires immediate availability and abstinence from drugs and alcohol, and ability to be onsite within 60 minutes of an initial call for service. The On-Call Duty worker shall notify their supervisor of the call out. The Employer reserves the right to discontinue the assignment of On-Call Duty Worker if, in the sole judgment of the Employer, it is determined that the On-Call Duty Worker is no longer needed.
 - 17.6.2 On-Call Hours. The normal on-call hours will cover all hours outside of normally scheduled hours commencing at 3:30 PM on Friday until 7:00

AM the following Monday. The on-call hours may be extended to cover holidays that are connected to a weekend.

17.6.3 Duties. The duties of the On-Call Duty Worker shall be set forth by management.

17.6.4 Compensation. Compensation for On-Call Duty Worker differs from Call Back pay under Article 11. When assigned as the On-Call Duty Worker, Call Back pay under Article 11 does not apply. Compensation for On-Call Duty Worker shall be as follows: Upon a call out, employees shall be paid overtime rates for actual time worked in excess of 40 hours in the regular workweek during which the call out occurs. In addition, employees shall receive "On-Call" pay as follows:

- Friday = 2 hours straight pay
- Saturday = 3 hours straight pay
- Sunday = 3 hours straight pay
- Holiday = 4 hours straight pay on the day the holiday is observed by the Employer

17.6.S Sign-up Procedure and Assignment of On-Call Duty Worker.

- a) On a bi-annual basis eligible employees may sign up for On-Call Duty Worker on a seniority basis.
- b) The most senior employee shall have the first choice of weekend. After all employees have made their first choice, then the most senior employee shall make their second choice. This process shall be continued until all weekends have been filled. Employees may waive their weekend selection during this process.
- c) If all weekends are not filled, the Employer shall have the right to assign employees to fill the necessary weekends. The Employer shall first ask employees if they would like to take any non-filled weekends. If non-filled weekends remain after this step, then the Employer shall assign employees to non-filled weekends.
- d) Trading of On-Call Duty Weekends. The Employer recognizes that circumstances may arise that may interfere with an Employee's Duty Weekend obligation. Employees may trade weekends with another eligible employee. It is the Employee's responsibility to obtain a replacement and inform their supervisor of the change.

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 equal to the rate of eight (8) hours per month. The employer may elect to provide the annual allotment of sick leave in one lump sum at the beginning of a new year, or 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 \$75.00 per month (prorated and credited over 24 pay periods) per regular full-time employee beginning January 1, 2024. 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 1st of each calendar year for use during the ensuing calendar year. Employees hired after January 1st 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 31st 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 31st 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 31st 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 employees 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 |
| Juneteenth | June 19 |
| 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, Juneteenth, Independence Day or Christmas Day falls on a Sunday, the following Monday

shall be a holiday. If New Year's Day, Veteran's Day, Juneteenth, 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 leave 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 to 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 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 \$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 Personnel. 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 1st 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 1st, 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 31st 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

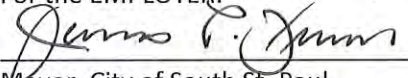
The Drug and Alcohol Testing Agreement, as approved by the South St. Paul City Council and as may be subsequently amended by statutory requirements. Employees will be provided with the most recent Drug & Alcohol Testing Agreement Policy approved by City Council.

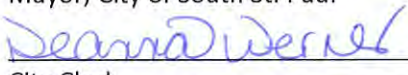
ARTICLE 34. DURATION

The Agreement shall be effective as of January 1, 2024, and shall remain in full force and effect until the 31st day of December 2025.

In witness whereof, the parties hereto have executed this AGREEMENT on the 4th day of December, 2023.

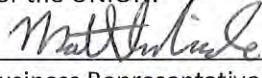
For the EMPLOYER:




Mayor, City of South St. Paul


City Clerk

For the UNION:



Business Representative, AFSCME Council 5


President, AFSCME Local 2535

Director, AFSCME Local 2535

APPENDIX A

2024 Step Plan for Full-time AFSCME Positions

Effective Date 01/01/2024

| | Hourly Rate | | | | | | | Monthly | Yearly |
|---------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|------------------------|------------------------|
| Positions | 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 | 28.530 | 30.032 | 31.534 | 33.035 | 34.537 | 36.038 | 37.540 | 6506.93 | 78,083.20 |
| Accounting Specialist (Payroll) | 27.783 | 29.246 | 30.708 | 32.170 | 33.632 | 35.095 | 36.557 | 6336.55 | 76,038.56 |
| Accounting Specialist (AP & UB) | 26.445 | 27.837 | 29.229 | 30.620 | 32.012 | 33.404 | 34.796 | 6031.31 | 72,375.68 |
| Building Official | 39.624 | 41.710 | 43.795 | 45.881 | 47.966 | 50.052 | 52.137 | 9037.08 | 108,444.96 |
| Building/Code Enf. Support Specialist | 26.445 | 27.837 | 29.229 | 30.620 | 32.012 | 33.404 | 34.796 | 6031.31 | 72,375.68 |
| Code Enforcement Officer | 29.804 | 31.373 | 32.941 | 34.510 | 36.079 | 37.647 | 39.216 | 6797.44 | 81,569.28 |
| Communications Coordinator (Exempt) | 33.505 | 35.269 | 37.032 | 38.796 | 40.559 | 42.323 | 44.086 | 7641.57 | 91,698.88 |
| Community Affairs Liaison (Exempt) | 33.505 | 35.269 | 37.032 | 38.796 | 40.559 | 42.323 | 44.086 | 7641.57 | 91,698.88 |
| Associate Planner | 28.530 | 30.032 | 31.534 | 33.035 | 34.537 | 36.038 | 37.540 | 6506.93 | 78,083.20 |
| Community Service Officer (CSO) | 22.725 | 23.921 | 25.117 | 26.313 | 27.509 | 28.705 | 29.901 | 5182.84 | 62,194.08 |
| Deputy City Clerk/P&R Support Spec. | 26.445 | 27.837 | 29.229 | 30.620 | 32.012 | 33.404 | 34.796 | 6031.31 | 72,375.68 |
| Engineering GIS/CAD Specialist | 34.750 | 36.579 | 38.408 | 40.237 | 42.066 | 43.895 | 45.724 | 7925.49 | 95,105.92 |
| Engineering Support Specialist | 26.445 | 27.837 | 29.229 | 30.620 | 32.012 | 33.404 | 34.796 | 6031.31 | 72,375.68 |
| IT Specialist | 31.090 | 32.726 | 34.363 | 35.999 | 37.635 | 39.272 | 40.908 | 7090.72 | 85,088.64 |
| Office Specialist | 24.919 | 26.230 | 27.542 | 28.853 | 30.165 | 31.476 | 32.788 | 5683.25 | 68,199.04 |
| Park & Rec Support Specialist | 25.924 | 27.289 | 28.653 | 30.018 | 31.382 | 32.747 | 34.111 | 5912.57 | 70,950.88 |
| Police Support Specialist | 26.445 | 27.837 | 29.229 | 30.620 | 32.012 | 33.404 | 34.796 | 6031.31 | 72,375.68 |
| Recreation Specialist (Exempt) | 28.357 | 29.850 | 31.342 | 32.835 | 34.327 | 35.820 | 37.312 | 6467.41 | 77,608.96 |
| Staff Engineer | 31.476 | 33.133 | 34.789 | 36.446 | 38.103 | 39.759 | 41.416 | 7178.77 | 86,145.28 |
| Engineering Technician | 27.357 | 28.797 | 30.237 | 31.676 | 33.116 | 34.556 | 35.996 | 6239.31 | 74,871.68 |
| Engineering Project Coordinator | 39.624 | 41.710 | 43.795 | 45.881 | 47.966 | 50.052 | 52.137 | 9037.08 | 108,444.96 |

2025 Step Plan for Full-time AFSCME Positions

Effective Date 01/01/2025

| 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 | 29.529 | 31.083 | 32.637 | 34.192 | 35.746 | 37.300 | 38.854 | 6734.69 | 80,816.32 |
| Accounting Specialist (Payroll) | 28.755 | 30.269 | 31.782 | 33.296 | 34.809 | 36.323 | 37.836 | 6558.24 | 78,698.88 |
| Accounting Specialist (AP & UB) | 27.371 | 28.811 | 30.252 | 31.692 | 33.133 | 34.573 | 36.014 | 6242.43 | 74,909.12 |
| Building Official | 41.011 | 43.170 | 45.328 | 47.487 | 49.645 | 51.804 | 53.962 | 9353.41 | 112,240.96 |
| Building/Code Enf. Support Specialist | 27.371 | 28.811 | 30.252 | 31.692 | 33.133 | 34.573 | 36.014 | 6242.43 | 74,909.12 |
| Code Enforcement Officer | 30.848 | 32.471 | 34.095 | 35.718 | 37.342 | 38.965 | 40.589 | 7035.43 | 84,425.12 |
| Communications Coordinator (<i>Exempt</i>) | 34.678 | 36.503 | 38.328 | 40.154 | 41.979 | 43.804 | 45.629 | 7909.03 | 94,908.32 |
| Community Affairs Liaison (<i>Exempt</i>) | 34.678 | 36.503 | 38.328 | 40.154 | 41.979 | 43.804 | 45.629 | 7909.03 | 94,908.32 |
| Associate Planner | 29.529 | 31.083 | 32.637 | 34.192 | 35.746 | 37.300 | 38.854 | 6734.69 | 80,816.32 |
| Community Service Officer (CSO) | 23.520 | 24.758 | 25.996 | 27.234 | 28.472 | 29.710 | 30.948 | 5364.32 | 64,371.84 |
| Deputy City Clerk/P&R Support Spec. | 27.371 | 28.811 | 30.252 | 31.692 | 33.133 | 34.573 | 36.014 | 6242.43 | 74,909.12 |
| Engineering GIS/CAD Specialist | 35.966 | 37.859 | 39.752 | 41.645 | 43.538 | 45.431 | 47.324 | 8202.83 | 98,433.92 |
| Engineering Support Specialist | 27.371 | 28.811 | 30.252 | 31.692 | 33.133 | 34.573 | 36.014 | 6242.43 | 74,909.12 |
| IT Specialist | 32.178 | 33.872 | 35.566 | 37.259 | 38.953 | 40.646 | 42.340 | 7338.93 | 88,067.20 |
| Office Specialist | 25.791 | 27.149 | 28.506 | 29.864 | 31.221 | 32.579 | 33.936 | 5882.24 | 70,586.88 |
| Park & Rec Support Specialist | 26.832 | 28.244 | 29.656 | 31.068 | 32.481 | 33.893 | 35.305 | 6119.53 | 73,434.40 |
| Police Support Specialist | 27.371 | 28.811 | 30.252 | 31.692 | 33.133 | 34.573 | 36.014 | 6242.43 | 74,909.12 |
| Recreation Specialist (<i>Exempt</i>) | 29.350 | 30.894 | 32.439 | 33.984 | 35.539 | 37.073 | 38.618 | 6693.79 | 80,325.44 |
| Staff Engineer | 32.578 | 34.293 | 36.007 | 37.722 | 39.437 | 41.151 | 42.866 | 7430.11 | 89,161.28 |
| Engineering Technician | 28.315 | 29.805 | 31.295 | 32.785 | 34.276 | 35.766 | 37.256 | 6457.71 | 77,492.48 |
| Engineering Project Coordinator | 41.011 | 43.170 | 45.328 | 47.487 | 49.645 | 51.804 | 53.962 | 9353.41 | 112,240.96 |

2024 Step Plan for Full-time AFSCME-HRA HighRise Positions

Effective Date: 01/01/2024

| | Hourly Rate | | | | | Monthly | Annually |
|---------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|--------------------------|------------------------------------|--------------------------------|
| Positions | Step 1 (80%) | Step 2 (85%) | Step 3 (90%) | Step 4 (95%) | Step 5 (100%) | (Based on Top Step) | (Based on Top Step) |
| HRA Maintenance Technician | 27.767 | 29.502 | 31.238 | 32.973 | 34.709 | 6016.23 | 72,194.72 |
| HRA Caretaker Buildings/Grounds | 23.091 | 24.534 | 25.977 | 27.420 | 28.863 | 5002.92 | 60,035.04 |

2025 Step Plan for Full-time AFSCME-HRA HighRise Positions

Effective Date: 01/01/2025

| | Hourly Rate | | | | | Monthly | Annually |
|---------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|--------------------------|------------------------------------|--------------------------------|
| Positions | Step 1 (80%) | Step 2 (85%) | Step 3 (90%) | Step 4 (95%) | Step 5 (100%) | (Based on Top Step) | (Based on Top Step) |
| HRA Maintenance Technician | 28.739 | 30.535 | 32.331 | 34.128 | 35.924 | 6226.83 | 74,721.92 |
| HRA Caretaker Buildings/Grounds | 23.899 | 25.392 | 26.886 | 28.380 | 29.873 | 5117.99 | 62,135.84 |

APPENDIX B
Health Insurance Rates - 2024

The Employer's total maximum monthly contribution to health insurance premiums and the HRA/HSA deductible account for all plans is: \$1058 for Single coverage; \$1672 for Single + Spouse coverage; \$1561 for Single + Child(ren) coverage; and, \$1846 for Family coverage.

In no cases can the Employer maximum contribution exceed the total of the monthly premium amount plus contributions to the HRA/HSA annual deductible amount.

| 2024 PASSPORT OPEN ACCESS PLANS | | | |
|---|---------------|-----------------|---------------|
| | Total Premium | ER Contribution | Employee Cost |
| | Monthly | Monthly | Monthly |
| Medica - \$35 Copay (44782) | | | |
| Single | 991.85 | 991.85 | 0.00 |
| Employee + Spouse | 2308.29 | 1672.00 | 636.29 |
| Employee + Children | 1696.09 | 1561.00 | 135.09 |
| Family | 2709.72 | 1846.00 | 863.72 |
| Medica - \$500 Deductible (44783) | | | |
| Single | 946.40 | 946.40 | 0.00 |
| Employee + Spouse | 2202.50 | 1672.00 | 530.50 |
| Employee + Children | 1618.37 | 1561.00 | 57.37 |
| Family | 2585.54 | 1846.00 | 739.54 |
| Medica - HRA \$1500/\$3000 High Deductible* (44784) | | | |
| Single | 893.09 | 893.09 | 0.00 |
| Employee + Spouse | 2078.44 | 1547.00 | 531.44 |
| Employee + Children | 1527.21 | 1436.00 | 91.21 |
| Family | 2439.90 | 1721.00 | 718.90 |
| Medica - HSA \$3200/\$6400 High Deductible** (44785) | | | |
| Single | 807.31 | 807.31 | 0.00 |
| Employee + Spouse | 1878.83 | 1522.00 | 356.83 |
| Employee + Children | 1380.53 | 1380.53 | 0.00 |
| Family | 2205.57 | 1696.00 | 509.57 |

HRA/HSA Deductible Contribution: ER contributions are calculated on a monthly basis. Employees entering or leaving the bargaining unit after January 1, 2024, shall receive a prorated contribution based on hire or termination date.

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

Employer contributes \$125.00 per month (\$1500 annually) to employee's HRA deductible account.

** HSA \$3200/\$6400 High Deductible Plan:

Employer contributes \$250 per month (\$3000 annually) to employee's HSA deductible account - Single coverage tier only. Employer contributes \$150 per month (\$1800 annually) to employee's HSA deductible account - Single Plus coverage tiers.

For 2024 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

NON-DOT DRUG & ALCOHOL POLICY

SCOPE

To establish standards concerning drug and alcohol use, to reduce risks to the health and safety of employees, and to establish a testing procedure to ensure those standards are met.

PURPOSE

The city of South St. Paul has a vital interest in maintaining safe, healthful, and efficient working conditions for employees, and recognizes that individuals who are impaired because of drugs and/or alcohol jeopardize the safety and health of other workers as well as themselves. The city of South St. Paul does not intend to intrude into the private lives of its employees, but strongly believes that a drug- and alcohol-free workplace is in the best interest of employees and the public alike. Alcohol and drug abuse can cause unsatisfactory job performance, increased tardiness and absenteeism, increased accidents and workers' compensation claims, higher insurance rates, and an increase in theft of city property. The city of South St. Paul's Drug and Alcohol Testing Non-DOT policy has been established for the purpose of providing a safe workplace for all.

City employees and applicants required to hold a commercial driver's license by the United States Department of Transportation ("DOT") for their job will be tested under the city's Policy on Controlled Substance and Alcohol Testing for Commercial Drivers (the "DOT Policy"). All other employees and job applicants offered employment with the city may undergo testing as described by this policy.

To ensure the policy is clearly communicated to all employees and applicants to whom offers of employment have been made, and to comply with state law, employees and applicants are required to review this policy and sign the "policy acknowledgement." If required, a job applicant will also acknowledge in this form that he/she understands that passing the drug test is a requirement of the job.

Any revisions to the Minnesota Drug and Alcohol Testing in the Workplace Act will take precedent over this policy to the extent the policy has not incorporated those revisions. If any specific provisions of this policy conflicts with any labor contract or civil service rules, the labor contract or civil service rules will prevail, except for any specific language required by law.

DEFINITIONS

Alcohol: Means the intoxicating agent in beverage alcohol or any low molecular weight alcohols such as ethyl, methyl, or isopropyl alcohol. The term includes but is not limited to beer, wine, spirits, and medications such as cough syrup that contain alcohol.

Alcohol Use or Usage: Means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

City/Employer: Means the City of South St. Paul.

City Premises: Means, but is not limited to, all city job sites and work areas. For the purposes of this policy, city premises also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment of the city.

City Vehicle: Means any vehicle which employees are authorized to use solely for city business when used at any time; or any vehicle owned or leased by the city when used for city business.

Collection Site: Means a place designated by the city where job applicants and employees present themselves for the purpose of providing a specimen of their breath, urine, and/or blood to be analyzed for the presence of drugs and alcohol.

Confirmatory Test: Means a drug and/or alcohol test on a sample to substantiate the results of a prior drug and/or alcohol test on the same sample, and that uses a method of analysis allowed under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Drug: Includes any “controlled substance” as defined in Minn. Stat. § 152.01, subd. 4, and also includes all cannabinoids, including those that are lawfully available for public consumption that do not otherwise qualify as being a “controlled substance” as defined in Minn. Stat. § 152.01, subd. 4.

Drug and/or Alcohol Testing, and Drug and/or Alcohol Test: Mean analysis of a body component sample according to the standards established under one of the programs listed in Minn. Stat. § 181.953, subd.1, for the purpose of measuring their presence or absence of drugs, alcohol, or their metabolites in the sample tested.

Drug Paraphernalia: Has the meaning set forth in Minn. Stat. § 152.01, subd. 18.

Employee: Means a person who performs services for compensation for the city and includes independent contractors except where specifically noted in this policy.

Initial Screening Test: Means a drug and/or alcohol test that uses a method of analysis under one of the programs listed in Minn. Stat. § 181.953, subd. 1.

Job Applicant: Means a person who applies to become an employee of the city and includes a person who has received a job offer made contingent on the person passing drug testing.

Positive Test Result: Means a finding of the presence of alcohol, drugs, or their metabolites that exceeds the cutoff levels established by the city. Minimum threshold detection levels are subject to change as determined in the city’s sole discretion.

Random Selection Basis: Means a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (2) does not give an employer discretion to waive the selection of any employee selected under the mechanism.

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 if available.

Safety-Sensitive Position: Means a job, including any supervisory or management position, in which an impairment caused by drug and/or alcohol usage would threaten the health or safety of any person.

Under the Influence: Means (1) the employee tests positive for alcohol or drugs, or (2) the employee’s actions, appearance, speech, and/or bodily odors reasonably cause the city to conclude that the employee is impaired because of illegal drug use or alcohol use.

POLICY

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. Employees are prohibited from the use, possession, transfer, transportation, manufacture, distribution, sale, purchase, solicitation to sell or purchase, or dispensation of alcohol, drugs, or drug paraphernalia while on duty; is on city premises; while operating any city vehicle, machinery, or equipment; or when performing any city business, except (1) pursuant to a valid medical prescription used as properly instructed; (2) the use of over-the-counter drugs used as intended by the manufacturer; or (3) when necessary for approved law enforcement activity.

Besides having a zero-tolerance policy for the use or possession of alcohol, illegal drugs, or misused prescription drugs on the worksite, we also prohibit the use, possession of, impairment by any cannabis or medical cannabis products (e.g., hash oils, edibles or beverages containing cannabinoids, or pills) on the worksite by a person working as an employee at the city or while "on call" and subject to return to work. Having a medical marijuana card, patient registry number, and/or cannabis prescription from a physician does not allow anyone to use, possess, or be impaired by that drug here. Likewise, the fact that cannabinoids may be lawfully purchased and consumed in some circumstances does not permit anyone to use, possess, or be impaired by them here. The federal government still classifies cannabis as an illegal drug, even though some states, including Minnesota, have decriminalized its possession and use in certain circumstances. There is no acceptable concentration of marijuana metabolites in the blood or urine of an employee who operates our equipment or vehicles or who is on one of our worksites. Applicants and employees are still subject to being tested under our drug and alcohol testing policy. And employees are subject to being disciplined, suspended, or terminated after testing positive for cannabis if the employee used, possessed, or was impaired by cannabis, including medical cannabis, while on the premises of the place of employment or during the hours of employment.

Employees are prohibited from being under the influence of alcohol or drugs or having a detectable amount of an illegal drug in the blood or urine when reporting for work; while on duty; is on the city's premises; while operating any city vehicle, machinery, or equipment; or when performing any City business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter drug used as intended by the manufacturer.

A conviction of driving while impaired in a city-owned vehicle at any time during business or non-business hours, or in an employee-owned vehicle while conducting city business, may result in discipline, up to and including discharge.

Criminal Drug Convictions: Any employee convicted of any criminal drug statute must notify their supervisor in writing of such conviction no later than five days after such conviction. Within 30 days after receiving notice from an employee of a drug-related conviction, the city may take appropriate personnel action against the employee up to and including discharge or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program as an alternative to termination. In the event notice is not provided to the supervisor and the employee is deemed to be incapable of working safely, the employee will not be permitted to work and will be subject to disciplinary action, including dismissal from employment. In accordance with the Federal Drug-Free Workplace Act of 1988, if the city is receiving federal grants or contracts of over \$25,000, the city will notify the appropriate federal agency of such conviction within 10 days of receiving notice from the employee.

Failure to Disclose Lawful Drugs: Employees taking a lawful drug, including prescription and over-the-counter drugs, which may impair their ability to perform their job responsibilities or pose a safety risk to themselves or others, must advise their supervisor of this before beginning work. It is the employee's responsibility to seek out written information from their physician or pharmacist regarding medication and any job performance impairment and relay that information to their supervisor. In the event of such a disclosure, the employee will not be authorized to perform safety-sensitive functions.

Persons subject to testing. No employee will be tested for drugs or alcohol under this policy without the employee's consent. The employer will request or require an individual to undergo drug or alcohol testing only under the circumstances described in this policy.

Under this policy, the city may test any applicant to whom an offer of employment has been made and may test any employee for alcohol and/or drugs under any of the following circumstances with a properly accredited or licensed testing laboratory, in accordance with Minn. Stat. § 181.953, subd. 1.

(1) Pre-Employment Testing:

Job applicants offered employment with the city of South St. Paul may receive an offer conditioned upon successful completion of an alcohol and/or drug test, among other conditions. If the job offer is withdrawn based on alcohol and/or drug test results, the city will inform the applicant of the reasons for the withdrawal. A failure of the alcohol and/or drug test, a refusal to take the test, or failure to meet other conditions of the offer will result in a withdrawal of the offer of employment even if the applicant's provisional employment has begun. A negative or positive dilute test result (following a second collection), which has been confirmed, will also result in immediate withdrawal of an offer of employment to an applicant.

Temporary and seasonal employees are not subject to this policy except for those designated by the hiring department as safety-sensitive positions.

(2) Reasonable Suspicion Testing:

Consistent with Minn. Stat. § 181.951, subd. 3, employees may be requested or required to undergo alcohol and/or drug testing when reasonable suspicion exists to believe that the employee, while on duty:

- Is under the influence of alcohol or a drug; or
- Has violated written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while working, while on city property, or while operating city vehicles, machinery or any other type of equipment, or
- Has sustained a personal injury as defined in Minn. Stat. § 176.011, subd. 16 or has caused another employee to sustain an injury or;
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident,
- Has discharged a firearm other than (a) on a city target range; (b) while conducting authorized ballistics test; or (c) as authorized by the city of South St. Paul.

Reasonable suspicion may be based upon, but is not limited to, facts regarding appearance, behavior, speech, breath, odor, possession, proximity to or use of alcohol or drugs or containers or paraphernalia, poor safety record, excessive absenteeism, impairment of job performance, or any other circumstances that would cause a reasonable employer to believe that a violation of the city's policies concerning alcohol or drugs may have occurred. For off-site collection, employees will be driven to the employer-approved medical facility by their supervisor or a designee. For an on-site collection service, the employee will remain on site and be observed by the supervisor or designee. The medical facility or on-site collection service will take the urine or blood sample and will forward the sample to an approved laboratory for testing.

(3) Treatment Program Testing:

In accordance with Minn. Stat. § 181.951, subd. 6., the city may request or require an employee to undergo drug and alcohol testing if the employee has been referred by the city for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan (e.g., City's group health plan or employee assistance program). In such a case,

the employee may be requested or required to undergo drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed chemical dependency treatment program.

The employer provides an **Employee Assistance Program (EAP)** to aid and assist employees in addressing serious personal or work-related problems at any time. The city's EAP provides confidential, cost-free, short-term counseling to employees and their families. Employees who may have an alcohol or other drug abuse problem are encouraged to seek assistance before a problem affects their employment status. Employee assistance program services are available by contacting:

SandCreek EAP
Call: 888-243-5744
Visit: SandCreekEap.com
Code: sspmn

(4) Routine Physical Examination Testing:

The city may request or require an employee to undergo drug and/or alcohol testing as part of a routine physical examination. The city, in accordance with Minn. Stat. § 181.951, subd. 3, will request or require this type of testing no more than once annually, and the employee will be provided with at least two weeks' written notice that the test will be required as part of the physical examination.

(5) Random Testing:

In accordance with Minn. Stat. § 181.951, subd. 4, the city may require an employee to submit to random testing if the employee is in a safety-sensitive position.

Right of refusal. Job applicants have the right to refuse to submit to an alcohol and/or drug test under this policy. However, such a refusal will be deemed to have withdrawn their application for employment and any offer of employment will be withdrawn.

Employees may refuse to undergo drug or alcohol testing requested or required by the employer. However, the employer may discipline the employee and such discipline shall be progressive and may include discharge on the grounds of insubordination.

Any intentional act or omission by the employee or applicant that prevents the completion of the testing process constitutes a refusal to test. An applicant or employee who substitutes, or attempts to substitute, or alters, or attempts to alter a testing sample is considered to have refused to take a drug and/or alcohol test. In such a case, the employee may be subject to immediate termination of employment, and in the case of an applicant, the job offer will be immediately withdrawn.

Refusal on religious grounds. An employee or job applicant who, on religious grounds, refuses to undergo drug and/or alcohol testing of a blood sample will not be considered to have refused testing, unless the employee or job applicant also refuses to undergo drug and/or alcohol testing of a urine sample.

Cost of Required Testing. The city will pay for the cost of all drug and/or alcohol testing requested or required of all job applicants and employees, except for confirmatory retests. Job applicants and employees are responsible for paying for all costs associated with any requested confirmatory retests.

Review and Notification of Test Results.

Notification of Negative Test Results: In the case of job applicants and in accordance with Minn. Stat. § 181.953, the city will notify a job applicant of a negative drug result within three days of receipt of result by the city, and the hiring process will resume. In accordance with Minn. Stat. § 181.953, subd. 3, a

laboratory must report results to the city within three working days of the confirmatory test result. In the case of current employees and in accordance with Minn. Stat. § 181.953, the city will notify the employee of a negative drug and/or alcohol result within three days of receipt of result by the city.

Notification of Positive Test Results: In the event of a confirmed positive blood or urine alcohol and/or drug test result, the city will notify the employee of a positive drug and/or alcohol result within three days of receipt of the result. (Human Resources/The City Administrator) will send to the employee or job applicant a “Positive Test Results Notification” letter containing further instructions. The employee or job applicant may contact Human Resources to request a copy of the test result report if desired. In accordance with Minn. Stat. § 181.953, subd. 3, a laboratory must report results to the city within three working days of the confirmatory test result.

Right to Provide Information after Receiving Test Results. Within three working days after notice of a positive drug or alcohol test result on a confirmatory test, the employee or job applicant may submit information to the city to explain the positive result. In accordance with Minn. Stat. § 181.953, subd. 10, if an employee submits information either before a test or within three working days after a positive test result that explains the positive test result, (such as medications the employee is taking), the city will not take an adverse employment action based on that information unless the employee has already been under an affirmative duty to provide the information before, upon, or after hire.

Right to Confirmatory Retest. A job applicant or employee may request a confirmatory retest of the original sample at the job applicant’s or employee’s own expense after notice of a positive test result on a confirmatory test. Within five working days after notice of the confirmatory test result, the job applicant or employee must notify the city in writing of the job applicant’s or employee’s intention to obtain a confirmatory retest. Within three working days after receipt of the notice, the city will notify the original testing laboratory that the job applicant or employee has requested the laboratory to conduct the confirmatory retest or transfer the sample to another qualified laboratory licensed to conduct the confirmatory retest. The original testing laboratory will ensure the control and custody procedures are followed during transfer of the sample to the other laboratory. In accordance with Minn. Stat. § 181.953, subd. 3, the laboratory is required to maintain all samples testing positive for a period of six months. The confirmatory retest will use the same drug and/or alcohol threshold detection levels as used in the original confirmatory test.

In the case of job applicants, if the confirmatory retest does not confirm the original positive test result, the city’s job offer will be reinstated, and the city will reimburse the job applicant for the actual cost of the confirmatory retest. In the case of employees, if the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test will be taken against the employee, the employee will be reinstated with any lost wages or salary for time lost pending the outcome of the confirmatory retest result, and the city will reimburse the employee for the actual cost of the confirmatory retest.

Access to Reports. In accordance with Minn. Stat. § 181.953, subd. 10, an employee will have access to information contained in their personnel file relating to positive test results and to the testing process, including all information gathered as part of that process.

Dilute Specimens. A negative or positive dilute test result (following a second collection) which has been confirmed will subject an employee to immediate termination.

Consequences for Employees Engaging in Prohibited Conduct.

Job Applicants: The city’s conditional offer of employment will be withdrawn from any job applicant who refuses to be tested or tests positive for illegal drugs as verified by a confirmatory test.

Employees:

- **No Adverse Action without Confirmatory Test.** The city will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee based on a positive test result from an initial screening test that has not been verified by a confirmatory test.
- **Suspension Pending Test Result.** The city may temporarily suspend a tested employee with or without pay or transfer that employee to another position at the same rate of pay pending the outcome of the requested confirmatory retest, provided the city believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public. The employee will be asked to return home and will be provided with appropriate arrangements for return transportation to their residence. In accordance with Minn. Stat. § 181.953, subd. 10, an employee who has been suspended without pay will be reinstated with back pay if the outcome of the requested confirmatory retest is negative.

Confirmatory Positive Test Result. The city will not discharge an employee for a first confirmatory positive test unless the following conditions have been met:

- The city has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the city after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation by the employee in any recommended substance abuse treatment program will be at the employee's own expense or pursuant to the coverage under an employee benefit plan. The certified chemical use counselor or physician trained in the diagnoses and treatment of chemical dependency will determine if the employee has followed the rehabilitation program as prescribed; and
- The employee has either refused to participate in the counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a refusal to test or positive test result on a confirmatory test after completion of the program.

Other Misconduct. Nothing in this policy limits the right of the city to discipline or dismiss an employee on grounds other than a positive confirmatory test result, including conviction of any criminal drug statute for a violation occurring in the workplace or violation of other city personnel policies.

Emergency Call Back to Work Provisions. If an employee is called out for a city emergency and they report to work and are suspected of being under the influence of drugs or alcohol, they will not be subject to the testing procedures of this policy but may be subject to discipline and will not be allowed to work. Appropriate arrangements for return transportation to the employee's residence will be made. It is the sole responsibility of the employee who is under the influence of alcohol and/or drugs and who is called out for a city emergency, to notify their supervisor of this information and advise if they are unable to respond to the emergency call back.

Non-Discrimination. The city of South St. Paul's policy on work-related substance abuse is non-discriminatory in intent and application; however, in accordance with Minn. Stat., Ch. 363, disability does not include conditions resulting from alcohol or other drug abuse which prevents an employee from performing the essential functions of the job in question or constitutes a direct threat to property of the safety of individuals. Furthermore, the city will not retaliate against any employee for asserting their rights under this policy.

Employee Rights. Employees have the right to union representation during any step of the drug and alcohol testing procedure. The employee has the right to refuse any overtime or callback when the employee feels they may violate the Drug and Alcohol Policy.

AUTHORITY FOR IMPLEMENTATION AND ENFORCEMENT

The Human Resources Director, working under general supervision of the City Administrator and consistent with policy directive from the City Council has primary responsibility for overseeing and

administering this policy. Management personnel, in their roles as supervisors, are also responsible for actively supporting oversight and administration of this policy. Individual employees are responsible for knowing, understanding, and complying with this policy.

Consistent with the terms of the policy herein, applicable statutes and collective bargaining agreements, the City may discipline any individual who violates this policy.

Approved by City Council on August 7, 2023