CITY OF NORTH ST. PAUL

&

AFSCME COUNCIL 5 (NON-ESSENTIAL)

ARTICLE I – PURPOSE OF AGREEMENT

This Agreement is entered into between the City of North St. Paul, hereinafter called the EMPLOYER and the American Federation of State, County and Municipal Employees, Council 5, herein after called the UNION. The intent and purpose of this Agreement is to:

1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;

1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

1.3 Promote harmonious relations between the Employer and Union.

1.4 The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE II – RECOGNITION

2.1 The Employer recognized the Union as the exclusive representatives, Under Minnesota Statutes, Section 179A.03, Subdivision 14, as certified by the Bureau of Mediation Services on 10/19/2017, BMS Case No. 18PCE0037, and described as: All employees employed by the City of North St. Paul, MN who are public employees within the meaning of Minn. Stat. 179A.03, excluding supervisory, confidential, essential, and Public Works and Electric Department employees.

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

2.3 The Employer agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this agreement either individually or collectively which in any way conflict with the terms and conditions set forth in this agreement, except through the certified representative.

ARTICLE III – DEFINITIONS

3.1 Bargaining Unit Employee: An employee covered within the bargaining unit position.

3.2 Employer: City of North St. Paul.

3.3 Employee: A member of the exclusively recognized bargaining unit.

3.4 Initial Probationary Period: A period up to twelve (12) months from the date of hire.

3.5 Regular Full-Time Employee: An employee holding a regular full-time position (40 hours minimum) and who has completed the required probationary period with the Employer.

3.6 Regular Part-Time Employee: An employee holding a regular part-time position (less than 40 hours per week) and who has completed the required probationary period with the Employer.

3.7 Seniority: Length of continuous service with the Employer.

3.8 Days: Except as indicated otherwise in the Agreement, all references to day are calendar days.

3.9 Union: American Federation of State, County and Municipal Employees Council 5.

3.10 Limited Part-Time Employee: An employee holding a position with limited duration of up to three (3) years.

ARTICLE IV – EMPLOYER AUTHORITY

4.1 The Employer retains the full and unrestricted right to operate and manage all staff, facilities, and equipment; to establish functions and programs; to assign and allocate resources, to determine whether services are to be provided or purchased; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to assign duties and responsibilities; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.

4.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

4.3 Nothing in this Agreement shall restrict the right of the Employer to contract out bargaining unit work. In the event the Employer elects to contract bargaining unit work that will result in the layoff of current bargaining unit employees, the Employer will provide at least ten

(10) days written notice to the Union and upon request of the Union will meet and discuss impact on laid off employees.

ARTICLE V – UNION SECURITY

5.1 The Employer shall deduct each payroll period an amount sufficient to provide the payment of dues as established by the Union.

5.2 The Employer shall remit said dues and fair share fees to the Union within 30 days. With such, the Employer shall provide the name of the bargaining unit employee and the amount remitted on each employee's behalf.

5.3 The Employer will provide the Union on a monthly basis with the names of new employees within the bargaining unit and employees who have terminated or separated employment and employees whose status has changed, along with the effective date(s) of such change(s). Notice of new employees will include Employee ID full name, job title, department/division, home address, phone numbers (work, home and cell, where available), and FTE. Notice of change in status shall include any relevant changes (e.g. leave of absence, promotion, or change in FTE status) and their effective date of change.

5.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken by the Employer under the provisions of this article.

5.5 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.

5.6 The Union may designate up to four (4) employees from the bargaining unit to act as stewards and shall, within thirty (30) days of the execution of this Agreement and upon occurrence of any change thereafter, provide to the Employer a current list of stewards who are authorized by the Union to investigate and present grievances to the Employer. The Employer agrees to recognize such representatives for the purpose of investigating and presenting grievances to the Employer.

5.7 Non-Employee representatives of the Union may come on the premise of the Employer for the purpose of investigating and presenting grievances with employees which does not interfere with the employee's ability to perform their work.

5.8 The Employer will allow up to thirty (30) minutes for a New Member Orientation within thirty (30) days of employment.

ARTICLE VI – EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

6.1 Definition of Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific provision(s) of this Agreement.

6.2 Union Representative

The Employer will recognize a non-employee representative or steward designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such non-employee Union representative and any successor when so designated.

6.3 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the Employer's official business hours only when consistent with such employee duties and responsibilities. The aggrieved employee and an Union representative or steward shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during Employer's official business working hours provided that the employee and the Union representative have notified and received the prior approval of the Department Head or designee who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 Procedure

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred or through reasonable diligence the employee should have known of such alleged violation, present such grievance to the Department Head or designee 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. The Department Head or designee, the Employee and the Union representative shall meet to discuss the grievance and the Department Head or designee shall provide a written answer to such Step 1 grievance within fourteen (14) calendar days after the Step 1 grievance meeting. A grievance not resolved in Step 1 may be appealed in writing to Step 2 within fourteen (14) calendar days after the Department Head's or designee written answer

in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fourteen (14) calendar days shall be considered waived.

Step 2. A grievance unresolved in Step 1 may be appealed in writing to the City Manager or designated Step 2 representative of the Employer. The City Manager or designated representative shall provide the Union the Employer's Step 2 answer in writing within fourteen (14) calendar days of receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within fourteen (14) calendar days following the City Manager's or designated representative's final Step 2 answers.

Step 2a. A grievance unresolved in Step 2 may be submitted by the Union and Employer by mutual agreement to the Minnesota Bureau of Mediation Services for mediation or to arbitration within fourteen (14) calendar days following the City Manager's or designated representative written answer.

If the grievance is submitted to mediation and is not resolved in mediation, it may be appealed in writing to arbitration within fourteen (14) calendar days following the mediation session.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Union may be submitted to arbitration. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of seven (7) arbitrators to be submitted to the parties by the Bureau of Mediation Services.

6.5 **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 the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made,

providing it pays for the records. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

6.6 **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 written agreement of the Employer and the Union in each step.

6.7 **Election of Remedies**

If, as a result of the written Employer's response to Step 1 the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee, the grievance may be appealed either to Step 2 of this Article or to another procedure such as Veterans Preference, if qualify. If appealed to any procedure other than Step 3 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 3 of this Article. The aggrieved employee shall indicate in writing which procedure is to be used – Step 3 of this Article or an alternative procedure – and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 3 of this Article.

The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission. An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission (EEOC) is not precluded from also pursuing an appeal under the grievance procedure of this Agreement. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7th Cir.), cert. denied, 506 U.S. 906, 113 S.Ct.299 (1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of this section shall be null and void.

ARTICLE VII – DISCIPLINE

7.1 The Employer will discipline employees for just cause only. Discipline will be as follows, normally in this order dependent upon the seriousness of the discipline or other relevant circumstances:

a. oral reprimand;
b. written reprimand;
c. suspension without pay;
d. discharge.

7.2 Written reprimands, notice of suspensions, and notice of discharges will be in written form and will state the reasons for the action taken and what corrective actions are required of the employee. The-Union shall be provided with a copy of such reprimands and/or notices.

7.3 Written reprimands, notices of suspension and notice of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee and Union will receive a copy of such reprimands and/or notices.

7.4 Employees will not be questioned concerning the investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.

7.5 Employees may examine their own personnel files in accordance with the provisions of the Data Practices Act, as amended, at reasonable times under the direct supervision of the Employer's designated representative.

7.6 If the Employer has reason to reprimand any employee, it shall normally not be done in the presence of other employees or public.

ARTICLE VIII – PROBATIONARY PERIOD

8.1 The probationary period for a newly hired or re-hired regular full-time employee shall extend twelve (12) months from the date of hire. At any time during the probationary period a newly hired or re-hired employee may be terminated at the sole discretion of the Employer.

8.2 The probationary period for promoted employees shall be six (6) months. The probationary period may be extended by the Employer with reasons for the extension put in written form for a period of up to an additional three (3) months with explanation of reasons and appropriate proof of training employee's.

8.3 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be returned to the employee's previous position at the sole discretion of the Employer.

8.4 During the probationary period, employees and their supervisors shall meet as needed for an evaluation of the work performance of employees.

8.5 During the probationary period, new employees will be entitled use accrued sick leave. However, if the sick leave exceeds a total of five (5) working days, the probationary period shall be automatically extended a like period of time.

During the probationary period, new employees shall not be entitled to use vacation leave, unless pre-approved by their Department Heads. Sick leave and vacation leave will be

accrued from the start of the initial probationary period. During a promotional probationary period, promoted employees may take accrued sick and vacation leave.

ARTICLE IX – HOURS OF WORK AND OVERTIME

9.1 For all non-exempt employees, as defined by the Fair Labor Standards Act (FLSA) and determined by the City Manager, 40 hours shall constitute a normal working week and all hours worked in excess of 40 hours shall be referred to as "overtime." The use of leave (i.e. vacation, sick, compensatory time, and paid holidays) shall count toward "hours worked." All time worked over 40 hours per week by non-exempt employees shall be paid at the rate of one-and-one-half (1½) times the regular rate of pay. Supervisors must approve overtime hours in advance. Employees who work overtime without prior approval by their supervisor, may be subject to disciplinary action.

Overtime compensation will take the form of either one-and-one-half (1½) pay or compensatory time. Compensatory time is paid time off at the rate of one-and-one-half (1½) hours off for each hour of overtime worked. The pay period begins at midnight on Saturday and runs until the following Friday night at 11:59 p.m. Supervisors may establish a different workweek based on the needs of the department, subject to the approval of the City Manager.

Overtime earned will be paid at the rate of one-and-one-half (1½) on the next regularly scheduled payroll date, unless employees indicate on their timesheets that overtime earned is to be recorded as compensatory time in lieu of payment. The maximum compensatory time accumulation for any employee is 40 hours per year. Hours in excess of 40 hours shall be paid as overtime. Employees may continue to accumulate and use up to 40 hours of compensatory time in a calendar year, but may not exceed 40 hours total at any time. Employees may request and use compensatory time off in the same manner as other leave requests. All compensatory time will be marked as such on official time sheets, both when it is earned and when it is used. All compensatory time accrued will be paid when the employee leaves city employment at the hourly pay rate the employee is earning at that time.

9.2 All regular full-time employees, may be eligible to apply for flexible work arrangements.

Work schedules and the general nature of work performed by employees may vary depending on the position and department. Thus, flexible scheduling may not always be an option for some employees and Departments. Department Heads, or assigned supervisors, are responsible for determining work schedules necessary to meet the operational objectives of their departments, including whether flexible scheduling is a possibility.

Department Heads, or assigned supervisors, must document the approval or denial of flexible schedule requests submitted by employees, including reasons why such a request was not approved.

Duration
Department Heads may set the duration of flexible work schedules to be worked by employees.

Schedules
Establishing flexible work schedules of employees rests with each Department Head. When considering whether to approve a flexible schedule for an employee(s), Department Heads shall evaluate the personal preference of the employee to accommodate personal or family needs, duties of the position and work assigned, and needs of the organization. Department Heads shall coordinate the work schedule within the entire department.

Employees that are part of a job share may have an alternative work schedule assigned to them by the Department Heads. Employees and managers must adhere to FLSA regarding breaks and meal breaks when working a flexible schedule.

Flexible work schedules of employees may be cancelled or adjusted by the Department Heads or City Manager at any time and for any reason. Such work schedules may also be temporarily suspended in the event of a planned or unplanned short-term or long-term employee absence, emergencies, and/or vacations.

Employees may, with the approval of their supervisors, adjust their regularly scheduled shift if required to attend night meetings or an assigned work-related function occurs outside of a normal scheduled work day. Adjusting a regularly scheduled work day under this type of scenario is not a flexible schedule and is considered temporary only.

Leave Time
There is no change in how any type of leave provided by the Employer to its employees is earned, paid or used. Holiday hours and floating holidays shall remain as eight (8) hour time blocks for regular full-time employee and must be used as whole days. Holiday hours shall be pro-rated for regular part-time employees. Employees may not apply for a flexible schedule under a qualifying Worker's Compensation event.

ARTICLE X – SENIORTY AND LAYOFF

10.1 Seniority shall be defined as an employee's length of continuous service with the Employer since the employee's last date of hire, including approved paid leaves of absence and leaves under FMLA. Employee's continuous service shall be broken by separation from service by reasons of resignation, discharge, retirement, failure to return from a layoff or other related reasons.

10.2 Seniority shall be granted to employees upon successful completion of their probationary period. Unless otherwise provided herein, seniority shall apply for the purpose of calculating benefit accrual and authoring usage. In the event of a layoff or elimination of a position, employees shall be given a minimum of three (3) weeks written notice.

10.3 Vacancies and Newly Created Positions. Vacancies or newly created positions shall be posted by the Employer for a minimum of 14 calendar days. Filling of vacancies shall be at the sole discretion of the Employer and such decision shall not be subject to the grievance procedure of this Agreement.

10.4 Employees resigning from employment in good standing shall provide Employer with a minimum of two (2) weeks written notice prior to the effective date of resignation. Failure to comply with this procedure may be considered cause for denying future employment by the municipality and denial of termination benefits.

ARTICLE XI – SICK LEAVE

11.1 Sick leave with pay shall be credited to probationary and regular full-time employees at a rate of eight (8) hours per month, or 3.69 hours per pay period. Regular part-time will be credited with sick leave on a pro-rated basis. Employees in the probationary period may use sick leave as it is accrued; however, if the sick leave exceeds a total of five (5) working days, the probationary period shall automatically be extended a like period of time. Accrued sick leave may be used for actual illness, to receive medical or dental care, or other wellness preventative measures.

11.2 Employees may use sick leave benefits provided by the Employer for absence from duty only because of the personal illness, injury or legal quarantine, or illness, injury and legal quarantine of family members as described by Minnesota State Statute. Employees may submit a request to use vacation time for absences of other non-family members.

11.3 Sick leave can be accumulated to a maximum of 1,000 hours for regular employees. Employees may exceed the maximum sick leave accrual at any time during the year but must be at or under the maximum accrual by December 31 of each year. Hours in excess of the maximum accrual shall be forfeited. The Employer shall not pay out hours forfeited.

11.4 In order to be eligible for sick leave with pay, employees must:

a. Notify their Supervisor each day they are ill prior to the time set for the beginning of their work day, or as soon thereafter as practical.
b. Keep their Department Head informed of their condition if the absence is more than two (2) days' duration.
c. Submit medical certification for absences, if required by the Department Head, for absences in of three (3) consecutive days of work or in the event of a reoccurring pattern.

11.5 Sick leave may also be used as "safety leave" for the employee or family member listed above, providing or receiving assistance due to sexual assault, domestic abuse, or stalking according to Minnesota law. Safety leave use for the benefit of a family member is limited to 160 hours in any twelve (12) month period according to State Statute. (This does not limit the use of Safety Leave due to the illness or injury of a child.)

11.6 Abuse of sick leave may be cause for disciplinary action up to and including termination from employment.

11.7 Employees starting or leaving City employment will receive sick leave pro-rated to the beginning and last scheduled work day.

ARTICLE XII - BEREAVEMENT LEAVE

12.1 Employees who wish to take time off due to the death of an immediate family member should notify their Supervisors immediately. When a death occurs in the immediate family, all employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. Total hours reported for pay purposes for regular part-time employees may not exceed their typical hours in a workweek.

12.2 Immediate family members are defined as spouse, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild.

12.3 Employees may, with Supervisor approval, use available leave for additional time off as necessary, or to attend the funerals of individuals not listed above.

ARTICLE XIII – JURY DUTY

13.1 Employees are granted leaves of absence with pay for required jury duty. While on jury duty, employees are required to remit any compensation they receive to the Employer minus mileage reimbursement, in order to receive their regular wages for the period. Time spent on jury duty is not time worked for the purpose of computing overtime.

13.2 Employees excused or released from jury duty during their regular working hours will report to perform their regular work duties as soon as reasonably possible, or they will take accrued leave, except for sick leave, to make up the difference.

13.3 Employees are required to notify their Supervisor as soon as possible after receiving notice to report for jury duty. Employees are responsible for ensuring that a report of time spent on jury duty and a pay form is completed by the Clerk of Court so the Employer will be able to determine the amount of compensation due for the time period serving jury duty.

Part-time employees are eligible for jury duty pay as long as pay is adjusted to reflect their regularly scheduled hours on the days utilized for jury duty.

ARTICLE XIV – VACATION

14.1 Regular full-time, regular part-time and limited part-time employees are eligible to earn vacation. Vacation requests must be approved by Supervisors preferably two (2) weeks before the absences. Seniority will be the basis by which vacation requests are granted when multiple employees request the same time off based on the requests submitted in January for the remainder of the year. But thereafter, for the remainder of the year, subsequent vacations request will be approved on the basis of first come, first serve. Nothing in the provision restrict the Employer's authority to deny vacation request due to business reasons.

14.2 During the initial probationary period, new employees shall not be entitled to use vacation leave, unless pre-approved by their Department Head. Vacation leave will be accrued from the start of the initial probationary period.

14.3 Vacation time accrual is based on 26 pay periods per year, earned at the following rate:

- 1 to 5 years — 80 hours per year or 3.08 hours per pay period
- Start of 6 to 10 years — 120 hours per year or 4.62 hours per pay period
- Start of 11 to 15 years — 160 hours per year or 6.15 hours per pay period
- Start of 16 years — 168 hours per year or 6.46 hours per pay period
- Start of 17 years — 176 hours per year or 6.77 hours per pay period
- Start of 18 years — 184 hours per year or 7.08 hours per pay period
- Start of 19 years — 192 hours per year or 7.38 hours per pay period
- Start of 20 years — 200 hours per year or 7.69 hours per pay period

14.4 Regular part-time employees earn pro-rated vacation based on the number of hours they have worked in pay period. Limited part-time employees will earn 32 hours of vacation per year.

14.5 The maximum vacation accrual for employees shall be according to the following:

- Maximum of 20 days (160 hours) through 10 years employment.
- Maximum of 25 days (200) 11 through 14 years of employment
- Maximum of 30 days (240 hours) more than 15 years employment.

14.6 Employees may exceed the maximum accrual at any time during the year but must be at or under the maximum accrual by December 31 of each year. Hours in excess of the maximum accrual shall be forfeited at that time. The Employer shall not pay out hours forfeited. Vacations from work are important and employees should plan to use all vacation earned each year.

14.7 Employees starting or leaving City employment will receive vacation leave pro-rated to the beginning and last scheduled work day.

ARTICLE XV – HOLIDAYS

15.1 The Employer observes the following ten (10) paid holidays and also provides two (2) floating holidays for all regular full-time employees. Regular part-time employees receive pro-rated holiday pay and floating days.

DATES	HOLIDAYS
January 1st	New Year's Day
Third Monday in January	Martin Luther King Day
Third Monday in February	Presidents' Birthday
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
November 11th	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving
December 25th	Christmas Day
Two (2) days of employee choice	Floating

When a holiday falls on a Saturday, the holiday will be observed the preceding Friday; when a holiday falls on a Sunday, the holiday will be observed the following Monday.

The City will add Juneteenth to the paid holidays when it becomes a recognized holiday pursuant to Minn. Stat. Section 645.44.

If the statute recognizes Juneteenth in a year in which the holiday has already occurred, the City shall grant the Employees one additional floating holiday which must be used by the end of the year.

15.2 Regular full-time employees will receive pay for official holidays at their normal straight time rates, provided they are in paid status on the last scheduled day prior to the holiday and the first scheduled day immediately after the holiday. Regular Part-time employees will receive pro-rated holiday pay based on the number of hours normally scheduled. Any employee on a leave of absence without pay from the Employer is not eligible for holiday pay.

15.3 Premium pay of one-and-one-half (1 ½) times the regular hourly wage for employees required to work on a holiday will be for hours worked on the "actual" holiday as opposed to the "observed" holiday.

15.4 Employees wanting to observe holidays other than those officially observed by the, Employer may request to use either vacation leave or, if available, they may request to use a floating holiday or compensatory time.

15.5 Floating holidays are allowed for eligible new employees as follows:

- If starting date is January 1 – June 30, two (2) floaters are granted.
- If starting date is July 1 – December 31, one (1) floater is granted.

Floating holidays do not carry into the next calendar year.

ARTICLE XVI – WORKING OUT OF CLASS

16.1 Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification for a period in excess of five (5) consecutive days shall receive the salary representing the minimum salary of the higher classification for the duration of the assignment.

ARTICLE XVII – JOB POSTING

17.1 The Employer and the Union agree that permanent job vacancies within the designated bargaining unit may be filled based on the concept of promotion from within provided that applicants.

a. Have the necessary qualifications to meet the standards of the job vacancy; and
b. Have the ability to perform the duties and responsibilities of the job vacancy.

17.2 Permanent job vacancies will be posted for ten (10) working days.

17.3 Employees selected to fill a lateral or higher job classification shall be subject to a probationary period as set forth in Article VIII.

ARTICLE XVIII – INSURANCE

18.1 For the term of this Agreement, the Employer will contribute the premium amounts listed below toward employee health insurance and dental insurance. Employees opting out of the health insurance plan will be compensated at a rate set by the Employer. Employees must provide proof of coverage under another group insurance policy in order to receive the monthly opt-out amount provided by the City.

Dental Coverage	City Contribution	Employee Contribution	Monthly Premium
Single	$ 37.02	$ 3.14	$ 40.16
Family	$ 87.02	$ 8.71	$ 95.73
Medical Coverage PEIP High-Deductible	City Contribution	Employee Contribution	Monthly Premium
Single	$ 434.86	$ 48.32	$ 483.18
Family	$ 1,028.03	$ 257.01	$ 1,285.04

The Employer will contribute to an employee's HSA account if the employee opts to participate in the City's Medical Benefit Plan. Contributions will be made the first and second pay period of each month to each employee's HSA account. Contributions will be prorated for new and departing employees based on their starting and ending date of employment. Listed below is a chart that outlines the annual HSA contribution amounts.

Annual HAS Contributions (Health Savings Account)	2022 – 2024
Single	$ 1,200.00
Family	$ 2,400.00

For the term of this Agreement, any increases to the premiums will be shared by the Employer and Employee. The Employer will cover 90% of the increase for single coverage and 80% of the increase for family coverage and the Employee shall be responsible for covering 10% of the increase in premiums for single coverage and 20% of the increase in premiums for family coverage.

The Employer will pay for the cost of long-term disability (LTD) insurance premiums for all regular full-time employees and for an employee assistance program (EAP) for all employees.

In accordance with federal health care reform laws and regulations, the Employer shall offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work thirty (30) or more hours per week or the equivalent of one hundred thirty (130) hours or more per month. In order to comply with the health care reform law while avoiding penalties, part-time employees will be scheduled according to business needs and in a manner that ensures positions retain part-time status as intended.

Affordable Care Act. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the employees covered by this Agreement will meet immediately to bargain over alternative provisions so as to comply with the Act and to avoid any penalties, taxes or fines for the Employer.

18.2 Life Insurance. The amount of life insurance per employee will be fifty thousand dollars ($50,000).

ARTICLE XIX – PARENTAL LEAVE

19.1 Employees that become a biological or adoptive parent may be eligible to receive one (1) week – maximum of forty (40) hours – of paid parental leave concurrent with FMLA Leave. Employees that work twenty (20) hours per week or more for the Employer for the preceding six (6) months prior to the date of absence will receive the following:

Week One: Five (5) consecutive business days of paid parental leave. A maximum of forty (40) hours will be paid to a regular full-time employee; for a regular part-time employee, hours paid will be determined by the employee's regular weekly work schedule, provided that the leave shall be taken within twelve (12) calendar weeks of the birth or placement of the child.

19.2 Paid parental leave must be used in a solid block of time and run concurrently with any other leaves accrued by the employee and/or available under existing Federal and State laws. Paid parental leave must be requested and used within twelve (12) weeks of the qualifying event or the opportunity to request and/or use the leave will be forfeited.

ARTICLE XX – DEFERRED COMPENSATION

20.1 Employees have the option to participate in the City's 457 Retirement Program. The Employer agrees to match up to $100.00 per pay period for regular full-time employees and $50.00 per pay period for regular part-time employees, if that amount is matched by the employee. Employees may put additional monies into deferred compensation, subject to the provisions of the Plan.

ARTICLE XXI – SEVERANCE PAY

21.1 Upon receiving confirmation that an employee is resigning in good standing from the Employer, the Finance Department shall compute all pay due to the employee in accordance with the City Employee Manual. Payment of accrued leave balances may not be released to the employee until Employer keys, identification cards, and any other Employer-issued property are returned which might be in their possession.

21.2 Eligible employees who resign or who retire after ten (10) or more years of service are entitled to severance pay for sick leave accrued. The amount of severance pay shall be computed at the employee's regular rate of pay at the time of severance, and amount to one-half (1/2) of the accumulated sick leave, with a maximum allowance of four hundred eighty (480) hours pay. The Post Retirement Health Saving Plan may affect payout of severance pay; see Post Retirement Health Savings Plan.

21.3 Employees discharged for cause, or those who voluntarily terminate their employment with less than ten (10) years of service, will receive no severance pay for sick leave. The Post Retirement Health Saving Plan may affect payout of severance pay; see Post Retirement Health Savings Plan.

21.4 Employees leaving the City in good standing shall be compensated for all vacation leave accrued to the date of separation and shall receive vacation leave pro-rated to the last scheduled work day. Employees not leaving the City employment in good standing shall not be compensated for any accrued vacation leave. A probationary employee who resigns or is released prior to the completion of probation may be compensated for accrued vacation leave.

ARTICLE XXII – POST RETIREMENT HEALTH CARE SAVINGS PLAN

22.1 The Employer will make available to its employee groups the Post Retirement Health Care Savings Plan as administered by the Minnesota State Retirement System and authorized by State Statute. Each class of employee shall determine collectively its participation for eligible employees in this program. The program is available to employee groups who have provided a plan to the Council and received an adopted resolution from the Council for the employee group.

ARTICLE XXIII – WAGES AND CLASSIFICATION

23.1 Listed below are job grades for members in the unit:

Title	Job Grades
Accounting Technician	7
CD Admin Assistant	7
Finance Coordinator	10
Fire Inspector/Captain	10
Senior Accounting Tech	8
Part Time Code Enforcement-Inspections	3
Part Time Customer Service Representative - CD	4
Part Time Customer Service/Office Assistant - UB	4
Police Administrative Assistant	8
Police Records Technician	7
Utility Billing Coordinator	10

23.2 Employees will be eligible to receive annual step wage adjustments, beginning with Step 1 up to Step 6. Step increases will occur on the 1st of the year. Employees hired after March 2019, will receive step increases on the anniversary of their hire date.

2022 (3% increase from 2021)						
6 Step Plan	1	2	3	4	5	6
Grade						
3	$18.34	$19.19	$20.05	$20.97	$21.93	$22.93
4	$20.18	$21.10	$22.06	$23.07	$24.12	$25.22
7	$26.02	$27.20	$28.44	$29.74	$31.09	$32.51
8	$28.22	$29.51	$30.86	$32.27	$33.74	$35.28
10	$33.22	$34.75	$36.33	$37.99	$39.72	$41.52

2023 (3% increase from 2022)						
6 Step Plan	1	2	3	4	5	6
Grade						
3	$18.89	$19.77	$20.65	$21.60	$22.59	$23.62
4	$20.79	$21.73	$22.72	$23.76	$24.84	$25.98
7	$26.80	$28.02	$29.29	$30.63	$32.02	$33.49
8	$29.07	$30.40	$31.79	$33.24	$34.75	$36.34
10	$34.22	$35.79	$37.42	$39.13	$40.91	$42.77

2024 (3% increase from 2023)						
6 Step Plan	1	2	3	4	5	6
Grade						
3	$19.46	$20.36	$21.27	$22.25	$23.27	$24.33
4	$21.41	$22.38	$23.40	$24.47	$25.59	$26.76
7	$27.60	$28.86	$30.17	$31.55	$32.98	$34.49
8	$29.94	$31.31	$32.74	$34.24	$35.79	$37.43
10	$35.25	$36.86	$38.54	$40.30	$42.14	$40.05

23.3 Longevity. At fifteen (15) years of continuous service Employee shall receive an additional 1.5% wage adjustment.

ARTICLE XXIV – SAVINGS CLAUSE

24.1 This Contract is subject to the laws of the United States, the State of Minnesota and the City of North St. Paul. In the event any provision of this Agreement shall be determined to be contrary to law by a court of final jurisdiction or administrative ruling or in violation of legislation or administrative regulations, such provisions shall be voided. All other provisions of this Contract shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE XXV – WAIVER

25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

25.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered in this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXVI – DURATION

This Agreement shall be effective its date of execution and shall remain in full force and effect through December 31, 2024.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Remainder of page intentionally left blank.
Signature page follows.

CITY OF NORTH ST. PAUL

Terrence Furlong, Mayor	4/8/22 Signature Date
John Stark, City Manager	4/8/22 Signature Date

AFSCME COUNCIL 5

Jolene Catudio, Business Agent	4/19/22 Signature Date
Barb Huelsman, Union Steward	4-19-22 Signature Date
Brent Fyksen, Union Steward	4-11-22 Signature Date
Jacquelyn Lutmer, Union Steward	4-11-2022 Signature Date

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