

**FINAL FOR SIGNATURE**

**LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF OAK PARK HEIGHTS**

**&**

**THE AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
DISTRICT COUNCIL 5,  
LOCAL 517**

**January 1, 2023 through December 31, 2025**

## CONTENTS

<u>Article</u>	<u>Section Title</u>	<u>Estimated Page</u>
1	Purpose of Agreement .....	2
2	Recognition .....	2
3	Definitions.....	2
4	Employer Security .....	4
5	Employer Authority .....	4
6	Union Security .....	4
7	Employee Rights – Grievance Procedure .....	5
8	Savings Clause .....	7
9	Seniority .....	7
10	Discipline .....	8
11	Work Schedule.....	9
12	Overtime .....	10
13	On-Call / Call-Back .....	10
14	Working Out of Classification .....	11
15	Salary Schedule.....	11
16	Holidays .....	11
17	Vacations.....	12
18	Sick Leave.....	12
19	Bereavement pay.....	13
20	Insurance .....	13
21	Leaves of Absence .....	14
22	Family and Medical Leave Act.....	14
23	Post-Employment Health Care Savings Plan.....	15
24	Training and Tuition Reimbursement.....	15
25	Uniforms and Equipment.....	16
26	Safety .....	16
27	Severance Pay .....	16
28	Injury on Duty.....	16
29	Longevity and Educational/Health & Wellness Incentive Pay.....	17
30	Additional Vacation Day .....	18
31	Right of Subcontract .....	19
32	Jury Duty.....	19
33	Deferred Compensation .....	19
34	Non-Discrimination .....	19
35	Waiver.....	19
36	Duration .....	20

Appendix A:     Salary Schedules  
Appendix B:     Health Care Agreement

## **ARTICLE 1: PURPOSE OF AGREEMENT**

This agreement is entered into as of **January 1, 2023**, between the City of Oak Park Heights, hereinafter called the “Employer,” and the American Federation of State, County, and Municipal Employees, Council 5, Local 517, hereinafter called the “Union.”

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It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning the Agreement’s interpretation and/or application;
- 1.3 Placed in written form the parties agree upon the terms and conditions of employment for the duration of this Agreement;

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality of service to the residents of Oak Park Heights. Both parties recognize this Agreement as a pledge of this dedication.

## **ARTICLE 2: RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subd. 14 for all employees of the City of Oak Park Heights, excluding supervisory, confidential, police personnel and essential employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion in the bargaining unit of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## **ARTICLE 3: DEFINITIONS**

- 3.1 **Union:** The American Federation of State, County and Municipal Employees, Council 5, Local 517.
- 3.2 **Union Member:** A member of the American Federation of State, County and Municipal Employees, Council 5, Local 517.
- 3.3 **Full-Time Employee:** A member of the exclusively recognized bargaining unit who works a regular work schedule that averages forty (40) hours per week and is hired for a non-specific duration by the employer.

- 3.4 **Part-Time Employee:** A member of the exclusively recognized bargaining unit who works a regular work schedule that is on average less than forty (40) hours per week and more than fourteen (14) hours per week, or thirty-five percent (35%) of the normal work week in the employee's bargaining unit, and is hired for a non-specific duration by the employer. (MSA 179A.03, Subd. 14 (Employer)).
- 3.5 **Seasonal Employee:** A member of the exclusively recognized bargaining unit and is defined as a public employee under MN Statutes Section 179A, who works a regular full or part-time schedule for a specific duration annually by EMPLOYER and (1) who works more than sixty-seven (67) working days in any calendar year; or (2) more than one hundred (100) working days in the calendar year and the employees are under the age of twenty-two (22) years, are full-time students enrolled in a non-profit or public education institution prior to being hired by the EMPLOYER, and have indicated either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as a student during or after their temporary employment. (MSA 179A.03, Subd. 14(f)).
- 3.6 **Temporary Employee:** An individual hired for a specific duration (1) not to exceed sixty-seven (67) working days in any calendar year; or (2) not for more than one hundred (100) working days in the calendar year and the employees are under the age of twenty-two (22) years, are full-time students enrolled in a non-profit or public education institution prior to being hired by the EMPLOYER, and have indicated either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as a student during or after their temporary employment. (MSA 179A.03, Subd. 14(f)).
- 3.7 **Call-in Employee:** A person who is called in for specific projects and is hired for a non-specific duration of employment and who is not working a regular work schedule.
- 3.8 **Employer:** The City of Oak Park Heights.
- 3.9 **Union Steward:** Steward elected or appointed by the American Federation of State, County and Municipal Employees, Council 5, Local 517.
- 3.10 **Overtime:** Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.11 **Shift:** A consecutive work period including two (2) fifteen (15) minute rest breaks and a thirty (30) minute lunch break.
- 3.12 **Rest Break:** Two (2) fifteen (15) minute periods during the scheduled shift.
- 3.13 **Lunch Break:** A thirty (30) minute period during the scheduled shift.

- 3.14 **Strike:** Concerted action in failing to report for duty, the willful absence from a position, the stoppage of work, show-down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of including, influencing or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment.
- 3.15 **Probationary Period:** That six (6) month period of time from the employee's date of hire until he/she becomes a regular employee.
- 3.16 **Base Rate Pay:** That wage rate paid to the employee, exclusive of such payments, as overtime, longevity, educational incentive, fringe benefits or premium payments.
- 3.17 **Intern:** An employee of the City of Oak Park Heights, who works on a temporary basis for educational credit or experience and shall not be included in a union.

#### **ARTICLE 4: EMPLOYER SECURITY**

- 4.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slow-down or other interruptions of interference with the normal functions of the Employer.
- 4.2 The Employer shall institute no lockout during the life of this Agreement, provided the Union does not violate section 4.1 of this article.

#### **ARTICLE 5: EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial functions not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established by this Agreement shall remain solely with the discretion of the Employer to modify, establish or eliminate.

#### **ARTICLE 6: UNION SECURITY**

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly Union dues, or a fair share deduction, as provided in Minnesota State Statutes 179A.06, Subd. 3, if the employee elects not to become a member of the Union. Such monies shall be remitted as directed by the Union.

- 6.2 The Union may designate employees from the bargaining unit to act as steward and an alternate, and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for the posting of Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgment brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.
- 6.5 The Employer shall provide the Union with the names and addresses for all newly hired Bargaining Unit employees at the time of hire.
- 6.6 The Employer shall deduct from the wages of employees who authorize such deduction in writing, an amount designated by the employee for participation in the Union's P.E.O.P.L.E. check-off program. Such monies shall be remitted as directed by the Union.

#### **ARTICLE 7: EMPLOYEE RIGHTS-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 Union Representatives: The Employer will recognize Representatives designated by the Union as the grievance representatives of the bargaining unit, having duties and responsibilities as established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and or their successors when so designated, as provided in section 6.2 of this Agreement.
- 7.3 Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided that 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 of the Employer.
- 7.4 Procedure: Grievance, as defined in section 7.1, 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, present such grievance to the employee's supervisor as designated by the Employer. The Employer designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision(s) of the Agreement allegedly violated, the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

**Step 2:** If appealed, the written grievance shall be presented by the Union and discussed with the Employer's designated Step 2 representative. Submitting the grievance to mediation preserves the timeliness for Step 3 of the grievance procedure. Any grievance not appealed, in writing, to Step 3 by the Union within ten (10) calendar days shall be considered waived.

**Step 3:** A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to Arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

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 issue or issues submitted in writing to 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(s) shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decisions(s) 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 record to be made providing it pays for the recording. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.



- 7.6 Waiver: If a grievance is not presented 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 at each step.
- 7.7 Election of Remedies: It is specifically understood that any matters governed by statutory provisions or personnel rules, except as expressly provided for in this Agreement, shall not be considered grievances under this Agreement. If by law an appeal procedure, other than the grievance procedure contained herein is available for the resolution of a dispute arising from any provision covered by this Agreement and the aggrieved party pursues the dispute through such appeal procedure provided by law, the aggrieved Employee(s) shall be precluded from making an appeal under this grievance procedure.

#### **ARTICLE 8: SAVINGS CLAUSE**

- 8.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Oak Park Heights. In the event any provision of this Agreement shall be held to contrary law or by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions shall be re-negotiated at the written request of either party.
- 8.2 In the event the compensation provisions of this Agreement are found to be in violation of the Minnesota Local Government Pay Equity Act by the Commissioner, Department of Employee Relations, State of Minnesota, from whose final decision and no appeal is taken, at the written request of either of them, enter into negotiations to bring such provision(s) into compliance therewith.

#### **ARTICLE 9: SENIORITY**

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the City and posted in an appropriate location. Seniority rosters shall be maintained by the Employer on the basis of time with the City and time within a specific classification.
- 9.2 During the six (6) month 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 assigned employee may be replaced in his/her previous position at the sole discretion of the Employer.



- 9.3 A reduction in the work force will be accomplished on the basis of seniority. Employees shall be recalled from lay off on the basis of seniority. An employee on lay off shall have an opportunity to return to work within two (2) years of the time of his/her lay off before any new employee is hired.
- 9.4 Vacation period shall be selected on the basis of seniority until March 15<sup>th</sup> of each calendar year.
- 9.5 Employees hired as full-time, seasonal employees earn pro-rated vacation and sick leave pay. At the end of their season any unused vacation pay will be cashed out to employee and any unused sick leave accrued will be banked to be added to next season's accrual in the event that the employee is hired back for a second consecutive season. Accumulated sick leave may not exceed six (6) days. In the event the employee is not hired back for a second consecutive season the pro-rated, accrued, unused sick leave will be lost.

#### **ARTICLE 10: DISCIPLINE**

- 10.1 The Employer will discipline employee(s) for just cause only. Discipline will be in one or more of the following forms:
- A. Oral reprimand;
  - B. Written reprimand;
  - C. Suspension;
  - D. Demotion; or
  - E. Discharge.
- 10.2 Suspensions, demotions and discharges shall be in written form.
- 10.3 Any discipline imposed shall be done in the privacy of the supervisor's office, and not in public.
- 10.4 Written reprimands, notices of suspension and notices of discharge, which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employee will receive a copy of such reprimand and/or notice. Employee may submit a written explanation disagreeing with any disciplinary action.
- 10.5 Employee may examine their own individual personnel file at reasonable times under the direct supervision of the Employer.
- 10.6 Prior to discharge an employee, the Employer shall notify the employee and the Union in writing that the employee is to be discharged, the reason(s) therefore, the employee's right to a hearing in accordance with this Article, and the effective date of discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, and to present his/her explanation or issues and circumstances related to the employee's discharge to the Employer's representative. The employee is entitled to Union representation at such meeting, upon request.

The right to such meeting shall expire at the end of the scheduled workday after the Notice of Discharge is delivered to the employee, unless the Employer and the employee agree otherwise. The employee shall remain in pay status during the time between Notice of Discharge and the expiration of the meeting.

- 10.7 Employees will not be questioned concerning an investigation of disciplinary action unless they have been advised that they have the opportunity to have Union Representative present at such questioning.
- 10.8 Grievances relating to the Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 7.

#### **ARTICLE 11: WORK SCHEDULE**

- 11.1 The sole authority for work scheduled is with the Employer. The normal workday for a full-time employee shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday.
- 11.2 The normal work year is two thousand and eight (2,080) hours, to be accounted for by each employee through:
  - A. Scheduled hours or work in assigned shifts;
  - B. Assigned training;
  - C. Authorized leave time; or
  - D. Holidays.
- 11.3 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis other than the employee's normal workday. The Employer shall give seven (7) days advance written notice to the employee(s) affected by the establishment of workdays different from the employee's normal workday.
- 11.4 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. It is not required that an employee working other than the normal workday be scheduled to work more than the workday; unless, per their job description, they are required to call-backs in their departments.
- 11.5 Service to the public may require establishment of regular work weeks that schedule work on Saturdays and/or Sundays.
- 11.6 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.

## **ARTICLE 12: OVERTIME**

- 12.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular rate of pay for hours in excess of the employee's regularly scheduled shift. Compensated leave, consisting of work hours, vacation hours, sick leave hours and holiday hours shall be considered hours worked for the purpose of this Article.
- 12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.3 Overtime shall be calculated to the nearest fifteen (15) minutes. Any time worked over eight (8) hours a day and forty hours per week will be considered overtime.
- 12.4 Employees shall be entitled to take compensatory time in lieu of overtime pay, for hours worked over eight (8) hours per day, forty (40) hours per week, subject to the prior review and approval of their supervisor. Compensatory time shall be taken in the calendar year earned, and shall not be carried over to the subsequent year. Compensatory time may be accrued up to a maximum of forty hours. Unused compensatory time shall be cashed out on the first pay period of each year.

## **ARTICLE 13: ON-CALL / CALL-BACK**

### **13.1 On-Call:**

- 13.1.a. Public Works employees will regularly rotate being on-call during weekends and holidays and shall receive (1) hours overtime for each day the employee is considered to be on-call. On-call pay is in addition to call-back pay.
- 13.1.b. Public Works Employees shall receive on-call pay for weekends, holidays, or when designated as the Public Works Emergency Contact. Normally this duty is the responsibility of the Public Works Director. Employees need to be told they are on-call.

### **13.2 Call-Back:**

- 13.2.a. A Public Works employee who is called back to duty during his/her scheduled off-duty time shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's regular rate of pay. Call-back which takes more than two (2) hours shall be compensated at one and one-half (1-1/2) time the employee's regular rate of pay.

Regular weekend Public Works duties such as pump checks shall be compensated with three (3) hours pay for such work.

- 13.2.b. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the three (3) hours minimum call-back pay.

- 13.2 **Shift Differentials:** In addition to the established rates of pay, the Employer shall pay an hourly premium of \$1.25 to all employees for all hours worked outside the normally scheduled work shift, when the employee works at least four (4) hours within that time span. Employees requesting work shifts outside the normally scheduled work shift are not eligible for shift differential.

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

- 14.1 Employees assigned by the Employer to assume the full responsibilities and authorities of a higher job classification for ten (10) or more working days shall receive the salary schedule of the higher classification. The additional pay begins after the tenth (10<sup>th</sup>) working day.

#### **ARTICLE 15: SALARY SCHEDULE**

- 15.1 The salary schedule for employees under this Contract as set forth in Appendix A, subject to Article 15.2.
- 15.2 Full-time, seasonal employees will progress through the pay scale based on accumulated hours worked from season to consecutive season worked.
- 15.3 Wages shall increase by 4.0% for 2023, 3.5% for 2024 and 3.5% for 2025 effective January 1 of each year. (See Appendix A).

#### **ARTICLE 16: HOLIDAYS**

- 16.1 Employer grants to each employee twelve (12) paid holidays per year, including one (1) floating holiday as selected by the employee and subject to the approval of their supervisor.

Paid holidays being as follows:

New Year's Day	Veteran's Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Juneteenth (effective in 2024)	Labor Day
One (1) Floating - Employee selected, subject Supervisor approval	

For 2023 ONLY – One (1) Floating Holiday is added. This floating holiday expires and sunsets effective 12/31/23.

- 16.2 Should a two-day holiday fall partially or fully on a weekend, those holidays shall be taken the day preceding the first holiday and the next workday following the second holiday. If Christmas Eve falls on a Friday, the Christmas Day holiday will be observed on the following Monday.
- 16.3 Any employee required to work on a holiday listed in section 16.1 shall receive an additional one-half (1/2) time pay for all hours worked on that shift in addition to regular pay and holiday pay.

#### **ARTICLE 17: VACATIONS**

- 17.1 The Employer grants to each employee paid vacation as per the following schedule:

<u>Years of Service</u>	<u>Vacation Days Granted Per Year</u>
0-5	10 working days (5/6 day per month)
6-10	15 working days (1-1/4 day per month)
11-15	20 working days (1-2/3 day per month)
16 +	One (1) additional day/year to max of 25 days/year

- 17.2 Employees shall earn vacation during the probationary period, but shall not use vacation leave without the approval of the Employer.
- 17.3 Employees shall accrue vacation leave to a maximum of 328 working hours after which such hours shall be forfeited by the Employee.
- 17.4 Vacation leave may be used as earned, provided that the Supervisor shall approve the requested time.
- 17.5 Any employee leaving City employment shall receive unused accumulated vacation leave if said employee has given proper notice of fourteen (14) days.
- 17.6 In addition to the vacations set forth in section 17.1, after two (2) years of service with the City, regular employees shall be granted two (2) days personal leave with pay to take care of personal business that can only be taken care of during normal working hours. Said leave will be non-accumulative and subject to the prior approval of the supervisor.

#### **ARTICLE 18: SICK LEAVE**

- 18.1 The Employer grants to each employee paid sick leave at the rate of one (1) day per month for each month of employment, or major fraction thereof.
- 18.2 Employees shall earn sick leave during the probationary period, but shall not use sick leave without the approval of the Employer.

- 18.3 Employees that utilize sick leave for more than three consecutive work days shall provide evidence of such illness via the provision of medical doctor's written communication to the City confirming such illness and when the employee is anticipated to return. This documentation must be provided prior or concurrently with the employee returning to work.
- 18.4 Each employee, in order to be eligible for sick leave pay, shall report to the supervisor or his /her duly appointed assistant at his/her office, prior to the start of his/her scheduled shift, the reason for the use of the sick leave.
- 18.5 Each employee shall keep the department informed of his/her condition if an absence is more than one (1) day.
- 18.6 For serious illness in the immediate family, sick leave shall be granted for a period not to exceed three (3) working days, with prior approval from the department head. Immediate family shall be defined under this clause as husband, wife, son, daughter, father, mother, sister, brother, father or mother-in-law, step-father, step-mother, step-sister, step-brother, step-daughter or step-son.

#### **ARTICLE 19: BEREAVEMENT PAY**

- 19.1 When necessary, and upon approval by the Employer, up to five (5) days of sick leave, with pay may be used in case of death in the family. The degree of relationship includes husband, wife, son, daughter, father, mother, sister, brother, father or mother-in-law, stepfather, stepmother, stepsister, stepbrother, step-daughter or stepson.
- 19.2 In the event of death of a spouse, father, mother, father or mother-in-law, stepfather, stepmother, child or step-child, three days (24 hours) of the total five days may be taken with pay that does not count against sick-leave or vacation.

#### **ARTICLE 20: INSURANCES**

##### **20.1 HEALTH PLANS:**

See Appendix B.

See Appendix C. relating to non-binding discussions for future Health Care options

##### **20.2 DENTAL PLANS:**

The City shall execute an agreement with Delta Dental (or other competent provider) that is anticipated to offer dental coverage benefits and at rates found as are/were in effect as of December, 2019 and would be prospectively effective from January 1st 2023 through December 31st, 2025.

For such dental coverages offered, the Employee shall pay thirty (30%) percent toward the premium of Family Annual Dental Insurance and twenty-four (24%) percent toward the premium of Single Dental Insurance. The Employer shall pay the balance of the premium not paid by the employee. These percentages shall continue to remain in effect through December 31st, 2025.

As rates and or plan changes become available, typically in the 4th Quarter of each year, the City shall attempt in good-faith to provide reasonable notice prior to any discontinuation, changes or possible supplementation of any coverages for any prospective year. The Union shall also regularly communicate with City staff so as to also monitor possible benefit changes, their timelines and impacts. The City shall have the right to amend the coverage plans the City deems reasonably necessary to ensure plan or coverage continuity, but such changes may not materially alter the coverages offered nor the cost share allocations.

- 20.3 The City shall provide a minimum life insurance policy of \$50,000.00 for all eligible employees and pay the monthly premiums.

#### **ARTICLE 21: LEAVES OF ABSENCE**

- 21.1 **Personal Leave of Absence:** Upon request of any employee, a leave of absence without pay may be granted by the City Administrator. Such leaves of absence shall not exceed a period of ninety (90) calendar days, provided that the leave may be extended beyond such period if the leave of absence is for continued disability, or other good and sufficient reasons, but in no case exceed one (1) year. Leaves of absence for medical reasons shall be granted with continued medical with continued medical, health and dental contributions being made by the City for a period up to ninety (90) calendar days. After ninety (90) calendar days and up to one (1) year, group insurance shall be available to employees at employee's expense.

#### **ARTICLE 22: FAMILY AND MEDICAL LEAVE ACT**

- 22.1 An employee must have been employed by the City for at least twelve (12) months and have worked at least one thousand two hundred and fifty (1,250) hours in the twelve (12) months preceding the commencement of the leave. An eligible employee is entitled to twelve (12) weeks leave during any twelve (12) month period commencing with the first date family or medical leave is taken for the following reasons:
- A. Birth of a son or daughter or placement of a son or daughter for adoption or foster care. Such leave may be taken within twelve (12) months after birth or placement. There is no maximum age limit for adoption or foster care placement
  - B. To care for a spouse, son, daughter, or parent who has a serious health condition.



- C. Because of a serious health condition making the employee unable to perform the essential functions of their positions.

Thirty (30) days written notice is required if the leave is foreseeable. Health insurance coverage will be maintained at the same level and under the same terms as if the employee continued working. Arrangements for payment of the employee's portion of the premium must be made by the employee through the personnel office. Family and medical leave may be taken in increments up to the full twelve (12) weeks and as small as one (1) hour, depending on the circumstances. Employees are eligible to draw down accumulated sick leave and vacation leave while on FMLA leave. After, FMLA leave shall be without pay.

#### **ARTICLE 23: POST EMPLOYMENT HEALTH CARE SAVINGS PLAN**

- 23.1 The City will maintain a Post-Retirement Health Insurance Plan consistent with State and Federal regulations. All costs and responsibilities associated with such plan shall be paid in full by the Employees. At no-time shall this plan and its benefits become the financial responsibility of the Employer. The Employees shall provide the City with its desired selections.

#### **ARTICLE 24: TRAINING & TUITION REIMBURSEMENT**

- 24.1 The Department Head will post announcements of those special training schools to which employees may be sent. Selection of attendees will be made by the supervisor. In addition, employees may request to attend training to their supervisor. The supervisor and the City Administrator will approve or deny all training requests. The City shall pay the training costs, including the employee's salary, mileage, parking fee, if any, and meals if employee is unable to leave the training location for meal break while attending the approved training. If training is out of town, the City shall pay for meals and lodging in addition to the above listed expenses. The City will pay for those classes necessary to maintain such certifications as are required by the job.
- 24.2 The City shall reimburse one hundred percent (100%) of an employee's cost for tuition for educational classes. Tuition shall be defined as those fees specifically defined as tuition and fees defined as part of tuition by a learning institution and non-negotiable by the student. Fees outside of those determined as part of the tuition fee and related fees, per credit shall not be deemed tuition and shall not be reimbursed.
- 24.3 For any AFSCME employees hired after December 31<sup>st</sup>, 2010, the tuition Reimbursement shall be capped at fifty percent (50%). This 50% cap shall apply to any AFSCME employee(s) that is not employed in a regular, full-time position with the City as of December 31<sup>st</sup>, 2010.
- 24.4 Reimbursement is subject to the following conditions:
  - A. Employees must have the approval of their supervisor to take any classes for which tuition reimbursement is requested;

- B. Employees must present written proof through a report card or similar method that he/she has passed the class, with a grade of “C” or higher or the equivalent.
- C. Reimbursement will occur after the employee has presented proof of grade and/or passing to his/her supervisor.
- D. Education must be job related.

#### **ARTICLE 25: UNIFORMS & EQUIPMENT**

- 25.1 The City shall provide all necessary uniforms and equipment as needed to carry out the required duties for the City.
- 25.2 Uniforms damaged in the course of employment requirements shall be replaced by the City at no cost to the employee

#### **ARTICLE 26: SAFETY**

- 26.1 The Employer adheres to the principle that employees should work in a safe environment. Accordingly, each employee has an obligation to observe safe working practices and to alert his/her supervisor to the existence of safety hazards. The City has an obligation to provide a safe work environment for employees which adhere to OSHA standards.

#### **ARTICLE 27: SEVERANCE PAY**

- 27.1 Upon retirement, being disabled so that employment must be terminated, or for termination of employment for reasons other than for cause, permanent employees who have completed 10 years of service with the City shall be entitled to 50% of the unused sick leave as severance pay. The severance payment shall not exceed a maximum of 75 days upon separation. In the case of employee's death, the beneficiaries of the deceased employee shall be entitled to 100% of the severance pay the deceased employee was entitled to at the date of his/her death.
- 27.2 In the event of a retirement from City employment by the employee, the employee shall provide thirty (30) calendar days to the City. Should the employee not be able to comply with this provision, the employee shall provide the City a written statement as to why compliance is not reasonably possible.

#### **ARTICLE 28: INJURY ON DUTY**

- 28.1 Any employee injured on duty shall receive up to twelve (12) months-pay, without loss to any accrued sick leave or vacation leave, provided as follows:

- A. The employee reports the injury as soon as possible to the supervisor;
- B. The injury is of a nature which is covered by Worker's Compensation;
- C. If requested and paid for by the Employer, the employee shall submit to an examination by a competent medical practitioner, including drug and alcohol screening; and
- D. The employee shall report the annual amount of Worker's Compensation to the Employer. The Employer shall pay the employee the differences between Worker's Compensation and the employee's regular salary.

**ARTICLE 29: LONGEVITY & EDUCATIONAL / HEALTH & WELLNESS INCENTIVE PAY**

29.1 The Employer agrees to pay longevity pay as per the following:

- A. Effective January 1, 1985:

After four (4) years of service	3% of salary per month
After eight (8) years of service	5% of salary per month
After twelve (12) years of service	7% of salary per month
After sixteen (16) years of service	9% of salary per month

- B. Commencing in 2020 and continuing through 2024, the City will offer employees who receive Longevity Pay, an opportunity to earn an additional one percent (1%) in base salary per month if they pass and maintain the qualifications for a wellness program as established by the Employer for other employees, which includes: standardized fitness testing (using the APFT Standards), and application of related weight charts. Failure to meet or maintain the wellness program requirements set forth by the Employer shall result in revocation of the 1% additional pay for twelve (12) months unless the duration is shortened by the City. Any Longevity employee who seeks this additional wellness incentive must also meet and comply with any "no smoking/non-tobacco" use provision similar to non-longevity employees. Failure to comply with the "no-smoking/ non-tobacco" use provision will result in the revocation of the additional 1% wage incentive. Unless agreed upon in writing by the City, the benefits conveyed in this paragraph shall automatically sunset and terminate on December 31st, 2024.

The City typically holds fitness testing in May and passing of such will result in the benefit remaining in effect for twelve months from the date of passing which may be after December 31, 2024. After twelve months from the date of 2024 test and its passing by the Employee, the benefit ceases.

- C. If an employee is smoke/tobacco free, he/she is entitled to one percent (1%) of his/her base salary per month. If an employee uses tobacco, he/she shall lose the 1% incentive but shall also lose one percent (1%) of his/her salary per month for at least one month and continuing thereafter until the Employee provides written documentation to the City that they are smoke/tobacco free.
- D. A maximum of ten percent (10%) additional pay may be earned through the longevity and the additional wellness incentive pay or any combination thereof.

29.2 As an alternate to longevity pay, the Employer agrees to pay an educational/health and wellness incentive pay as per the following:

<u>Years of Post-High School Education</u>	<u>Salary Per Month</u>	<u>Total</u>
After one (1) year	2%	2%
After two (2) years	2%	4%
After three (3) years	2%	6%
After four (4) years	2%	8%

- A. The Employer agrees to pay an additional two percent (2%) if an employee receives a Master's Degree or completes an additional sixty (60) hours of accredited course work per year.
- B. At such time an employee achieves fifty percent (50%) of the next year's goal, the employee would be entitled to the next percentage of salary increase (i.e., the employee who achieves 2-1/2 years of post-high school education is therefore entitled to six percent (6%) of salary per moth).
- C. Fitness Pay: The physical tests shall consist of push-ups, sit ups and the two (2) mile run, according to current APFT Standards (Army Physical Fitness Test). The employee must complete each test with at least the minimum score for his/her age group and gender. A comparable alternative test would be allowed if an employee could not do a particular test due to a specific injury. Completion of all three (3) physical tests with at least a passing minimum score and meeting required height/weight standards would entitle the employee to one percent (1%) of his/her salary per month.
- D. Wellness Pay: If an employee is smoke/tobacco free, he/she is entitled to one percent (1%) of his/her base salary per month. If an employee uses tobacco, he/she shall lose the 1% incentive but shall also lose one percent (1%) of his/her salary per month for at least one month and continuing thereafter until the Employee provides written documentation to the City that they are smoke/tobacco free.

- E. If an employee selects the educational / health and wellness incentive as outlined above, that choice is irrevocable and the employee would no longer be entitled to receive longevity incentive pay.
- F. A maximum of ten percent (10%) additional pay may be earned through the educational / health and wellness incentive pay.

#### **ARTICLE 30: ADDITIONAL VACATION DAY**

30.1.1 Any full-time employee that commenced employment with the City prior to 12/31/2022 that maintains a sick leave balance of one hundred (100) days annually shall receive one (1) additional day of vacation pay per year. At any time should such benefit be determined as not permissible under Federal or State law or under a finding of an applicable court of law, the benefit shall cease and the City is not responsible for any supplemental or compensatory relief to the Employee.

#### **ARTICLE 31: RIGHT OF SUBCONTRACT**

31.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer from subcontracting work performed by employees covered in this Agreement. No bargaining unit employees shall be laid off as a result of any decision to contract work performed by bargaining unit employee; however, the Employer may contract bargaining unit work if an employee leaves City employment.

#### **ARTICLE 32: JURY DUTY**

32.1 In the event an employee covered by this Agreement is called for jury duty or subpoenaed to appear as a witness in court, the employee shall give the Employer any payment received (less any meal or mileage allowance) in exchange for full wages from Employer for any days the employee served on jury duty.

#### **ARTICLE 33: DEFERRED COMPENSATION PLAN**

33.1 The City at its sole discretion, may offer a deferred compensation or retirement plan which is created due to the sole contribution of the employees of the City within a fund to be administered by the City or its designees pursuant to state and federal law. Any participating employee acknowledges that there is inherent risk of financial loss in the use of a deferred compensation plan and its related investments. Any employee who selects to participate in such plan does so at his/her sole risk. The City does not guaranty any specific rate of return.

#### **ARTICLE 34: NON-DISCRIMINATION**

- 34.1 No employee shall be discriminated against under the provisions of this Agreement by either the Employer or Union on any basis prohibited by law.
- 34.2 This Agreement shall comply with the Americans with Disabilities Act.

#### **ARTICLE 35: WAIVER**

- 35.1 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 the Agreement are hereby superseded.
- 35.2 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 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 waive 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 by this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.


#### **ARTICLE 36: DURATION**

- 36.1 This Agreement shall be in effect from January 1, 2023 and shall remain in full force and effect until December 31, 2025 or until a new contract is signed with the exclusive representative of the Employer.
- 36.2 The parties agree that the final Agreement document is jointly crafted and no party is singularly responsible for any error or omission and both parties have equal duty to ensure consistency. The parties further agree that except for substantive changes in Articles: 15.3, 16.1, 19.2, 29.1 B, 30.1.1, 36.2, and Appendix B & C. the 2023-2025 Agreement remains wholly consistent with the 2020-2022 Agreement including updates to timelines, effective years, names and/or administrative updates.

**SIGNATURE PAGE FOLLOWS:**

**For**

**CITY OF OAK PARK HEIGHTS**


  
\_\_\_\_\_  
Mary McComber, Mayor

  
\_\_\_\_\_  
Eric Johnson, City Administrator

**For**

**AFSCME COUNCIL 5, LOCAL 517**

  
\_\_\_\_\_  
Jolene Catudio, Field Representative

  
\_\_\_\_\_  
Julie A. Hultman, Union Steward



# APPENDIX A: SALARY SCHEDULES

AFSCME Salary Schedules									
Appendix A 2023-2025:									
2022 shown for Reference									
(The annual increases: 4%, 3.5% and 3.5% - any discrepancies shall be corrected for accurate run)									
Classification	2023		2024		2025		2026		Hourly
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	
Receptionist	\$ 33,112.21	\$ 2,759.35	\$ 15.92	\$ 37,842.53	\$ 3,153.54	\$ 18.19	\$ 42,572.84	\$ 3,547.74	\$ 20.47
Police Comm. Oper.	\$ 40,430.73	\$ 3,369.23	\$ 19.44	\$ 46,206.54	\$ 3,850.55	\$ 22.21	\$ 51,982.36	\$ 4,331.86	\$ 24.99
Public Works Operator	\$ 39,953.25	\$ 3,329.44	\$ 19.21	\$ 45,660.86	\$ 3,805.07	\$ 21.95	\$ 51,368.46	\$ 4,280.71	\$ 24.70
Planning/Code Enf.	\$ 44,383.30	\$ 3,698.61	\$ 21.34	\$ 50,723.78	\$ 4,226.98	\$ 24.39	\$ 57,064.25	\$ 4,755.35	\$ 27.43
Building Official	\$ 57,942.44	\$ 4,828.54	\$ 27.86	\$ 66,219.93	\$ 5,518.33	\$ 31.84	\$ 74,497.42	\$ 6,208.12	\$ 35.82
Receptionist	\$ 41,458.04	\$ 3,454.84	\$ 19.93	\$ 47,380.61	\$ 3,948.38	\$ 22.78	\$ 53,303.19	\$ 4,441.93	\$ 25.63
Police Comm. Oper.	\$ 49,794.36	\$ 4,149.53	\$ 23.94	\$ 56,907.84	\$ 4,742.32	\$ 27.36	\$ 64,021.32	\$ 5,335.11	\$ 30.78
Public Works Operator	\$ 49,206.31	\$ 4,100.53	\$ 23.66	\$ 56,235.78	\$ 4,686.31	\$ 27.04	\$ 63,265.25	\$ 5,272.10	\$ 30.42
Planning/Code Enf.	\$ 54,662.35	\$ 4,555.20	\$ 25.28	\$ 62,471.25	\$ 5,205.94	\$ 30.03	\$ 70,280.16	\$ 5,856.68	\$ 33.79
Building Official	\$ 71,361.73	\$ 5,946.81	\$ 34.31	\$ 81,556.27	\$ 6,796.36	\$ 39.21	\$ 91,750.80	\$ 7,645.90	\$ 44.11
Receptionist	\$ 42,909.07	\$ 3,575.76	\$ 20.63	\$ 49,038.94	\$ 4,086.58	\$ 23.58	\$ 55,168.80	\$ 4,597.40	\$ 26.52
Police Comm. Oper.	\$ 51,537.17	\$ 4,294.76	\$ 24.78	\$ 58,899.62	\$ 4,908.30	\$ 28.32	\$ 66,262.07	\$ 5,521.84	\$ 31.86
Public Works Operator	\$ 50,928.53	\$ 4,244.04	\$ 24.48	\$ 58,204.03	\$ 4,850.34	\$ 27.98	\$ 65,479.53	\$ 5,456.63	\$ 31.48
Planning/Code Enf.	\$ 56,575.53	\$ 4,714.63	\$ 27.20	\$ 64,657.75	\$ 5,388.15	\$ 31.09	\$ 72,739.97	\$ 6,061.66	\$ 34.97
Building Official	\$ 73,859.40	\$ 6,154.95	\$ 35.51	\$ 84,410.74	\$ 7,034.23	\$ 40.58	\$ 94,962.08	\$ 7,913.51	\$ 45.65
Receptionist	\$ 44,410.89	\$ 3,700.91	\$ 21.35	\$ 50,755.30	\$ 4,229.61	\$ 24.40	\$ 57,099.71	\$ 4,758.31	\$ 27.45
Police Comm. Oper.	\$ 53,340.97	\$ 4,445.08	\$ 25.64	\$ 60,961.11	\$ 5,080.09	\$ 29.31	\$ 68,581.24	\$ 5,715.10	\$ 32.97
Public Works Operator	\$ 52,711.02	\$ 4,392.59	\$ 25.34	\$ 60,241.17	\$ 5,020.10	\$ 28.96	\$ 67,771.32	\$ 5,647.61	\$ 32.58
Planning/Code Enf.	\$ 58,555.67	\$ 4,879.64	\$ 28.15	\$ 66,920.77	\$ 5,576.73	\$ 32.17	\$ 75,285.87	\$ 6,273.82	\$ 36.20
Building Official	\$ 76,444.47	\$ 6,370.37	\$ 36.75	\$ 87,365.11	\$ 7,280.43	\$ 42.00	\$ 98,285.75	\$ 8,190.48	\$ 47.25

## **APPENDIX B – Health Care Agreement 2023-2025**

- 1. For the 2023-2025 Agreement, the City and Union agree that the Deductible Benefit Contribution with the now established total annual amounts of \$1,800 for Single and \$600 for Family shall be amended to \$1,900 and \$700 respectively. See paragraph 4.C. of 2017-2019 Health Care Agreement**
- 2. Except for the change in item #1 above relating to Deductible Benefit Contribution, for the 2023-2025 Agreement, all other the terms and elements of the 2017-2019 Health Care Agreement remain in place until amended.**

**APPENDIX C - Relating to non-binding discussions for future Health Care options.**

The following paragraph is limited to an “understanding” between the City and the Union; and for both parties to endeavor to make a good-faith effort to explore health care alternatives. Neither party is compelled to take any specific action at the conclusion of any discussions should they commence.

The City and Unions are compelled to retain the current policies and cost divisions until such time as the parties agree otherwise. However, due to continued cost increases to both the City and Union Members, the parties may collectively meet over the course of 2023 to explore further options for health care savings opportunities for 2023 and beyond. The objective would be to determine if the parties are able to discover and enable alternative policies or programs to its employees and members that results in retaining quality coverages and yielding a reasonable cost savings to both parties.

All discussions are non-binding in nature until all parties agree in writing to terms determined to be acceptable.