

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, 2026 through December 31, 2028

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ARTICLE 1: PURPOSE OF AGREEMENT

This agreement is entered into as of January 1, 2026, between the City of Oak Park Heights, hereinafter called the “Employer” or the “City,” and the American Federation of State, County, and Municipal Employees, Council 5, Local 517, hereinafter called the “Union.”

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. Should the Employer determine that a reduction of force is necessary due to an abolition of a position, shortage of work or funds, or because of a material change in the duties or organization of a work unit, the Employer will provide any affected employee at least 14 calendar days written notice prior to elimination of the position. This notice is not required for termination due to performance reasons. The Employer reserves the right to place the individual on a paid leave of absence during this period. The Employer agrees to follow all requirements under PELRA that may relate to the reduction.
- 9.4 Vacation period shall be selected on the basis of seniority until March 15th 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 by the end of the calendar 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 (pay limited to Saturday and Sunday) and holidays and shall receive two (2) 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 (pay limited to Saturday and Sunday), 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.c. Public Works Employees who are called back to duty during a holiday listed in Article 16.1 shall receive a minimum of three (3) hours pay at two (2) times the Employee's regular rate of pay. Call-back on a recognized holiday which takes more than three (3) hours shall be compensated at two (2) times the Employee's regular rate of pay.

13.3 **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 (10th) 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. This table reflects incorporation of all "Team Lead" incentive pay that is currently being offered from the Employer to employees under individual agreements. No further "Team Lead" pay will be offered to any employee in this bargaining group.

15.2 The City may appoint an Operator with ISA Certified Arborist credentials as an Arborist. If appointed, the employee will receive an annual stipend of \$5,000, distributed evenly throughout the calendar year. The stipend will be prorated at the start and end of the appointment. The City has the sole discretion to revoke appointments under this Article.

- 15.2 Full-time, seasonal employees will progress through the pay scale based on accumulated hours worked from season to consecutive season worked.

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	

- 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)
16-20	One (1) additional day/year to max of 25 days/year
21+	One (1) additional day/year to max of 26 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. There is no maximum sick leave accrual, and all unused sick leave accruals carry forward each year.
- 18.2 Employees may utilize sick leave for themselves or to care for eligible individuals as it is accrued, beginning with the commencement of employment in accordance with the Employer's Employee Handbook and Minnesota Earned Sick and Safe Time (ESST) law.
- 18.3 Employees that utilize sick leave for more than two (2) consecutive work days may be asked to provide evidence of such illness in accordance with Minnesota ESST law.
- 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 in accordance with the Employer's Employee Handbook and Minnesota ESST law.

ARTICLE 19: BEREAVEMENT PAY

All employees who have completed the probationary period are eligible for up to three (3) days of paid bereavement leave for the death of an immediate family member. This is in addition to other paid and unpaid leaves available through Article 18 and 21. Additional details including the definition of "immediate family member," and other leave available in these circumstances are contained in the City's Employee Handbook. Paid leave days only may be taken on regularly scheduled workdays.

ARTICLE 20: INSURANCES AND MINNESOTA PAID LEAVE

20.1 HEALTH PLANS:

See Appendix B.

20.2 DENTAL PLANS:

If the Employee elects dental insurance, they 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, 2028.

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.

20.4 The Employer and Employees will each pay ½ of Minnesota Paid Leave Law (“MPLL”) premiums. Employees are able to supplement wages received under MPLL with sick or vacation leave if the employee elects to.

ARTICLE 21: LEAVES OF ABSENCE

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: UNPAID FAMILY OR MEDICAL LEAVE

For applicable medical or family leaves of absence, the Employer will abide by the Employer’s Employee Handbook Section 3.3.1 “Employer-Provided Unpaid Leave (Non-FMLA Unpaid Leave)” in effect on the date of ratification of this Agreement.

ARTICLE 23: POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

The City will maintain a Post-Retirement Health Savings 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 31st, 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 31st, 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: INCENTIVE PAY

- 29.1 Employees have two tracks for incentive pay to choose between: Longevity or Education. Once an Employee elects the incentive pay program, as set forth below, the election is irrevocable, and the Employee would no longer be entitled to receive incentive pay based upon the other track.

Whether an Employee picks the Longevity or Education track, all Employees are eligible for additional incentive pay under Wellness or Language Proficiency.

A maximum of ten percent (10%) incentive pay may be earned through the Longevity or Education track and the additional Wellness or Language Proficiency incentive pay as outlined, or any combination thereof.

****Note that if an employee is not smoke-free, they will not be eligible for the Wellness incentive and there will be a 1% deduction from any other incentive pay received.****

- 29.2 For the first track, if the Longevity track is chosen, the Employer agrees to pay incentive pay based upon Longevity as per the following:

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

- 29.3 For the first track, if the Education track is chosen, the Employer agrees to pay incentive pay based upon Educational as per the following:

	SALARY PER MONTH	TOTAL
After one (1) year of post-high school education	2%	2%
After two (2) years of post-high school education	2%	4%

After three (3) years of post-high school education	2%	6%
After four (4) years of post-high school education	2%	8%

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.

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 month).

- 29.4 Regardless of the selection of the Longevity or Education incentive pay track above, Employees may be eligible for additional incentive pay of one percent (1%) of his/her base salary per month based on a voluntary Wellness program for being smoke/tobacco free as follows:

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.

- 29.5 Regardless of the selection of the Longevity or Education incentive pay track above, Employees may also be eligible for additional incentive pay of an additional one percent (1%) of their base salary per month if an Employee is able to demonstrate Language Proficiency (as determined by the Employer after an Employee performs a standardized language test) in a non-English language (including American Sign Language).

ARTICLE 30: ADDITIONAL VACATION DAY

- 30.1 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 or either or both parties at the time this Agreement was negotiated or executed.

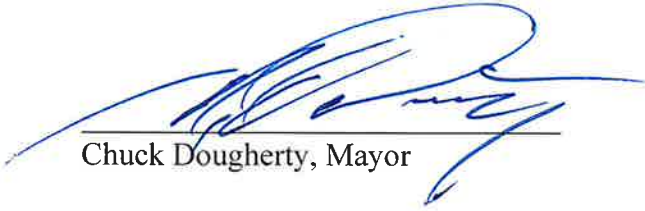
ARTICLE 36: DURATION

- 36.1 This Agreement shall be in effect from January 1, 2026 and shall remain in full force and effect until December 31, 2028 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.

SIGNATURE PAGE FOLLOWS

For

CITY OF OAK PARK HEIGHTS

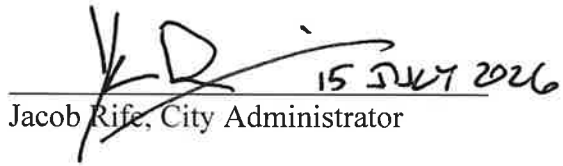


Chuck Dougherty, Mayor

For

**AFSCME COUNCIL 5, LOCAL
517**



Gretchen Haupt, Field Representative

Jacob Rife, City Administrator

Julie A. Hultman, Union Steward

APPENDIX A: SALARY SCHEDULES

PW Operators	70%			80%			90%			100%		
	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
2026	\$ 27.13	\$ 4,701.67	\$ 56,420.00	\$ 31.00	\$ 5,373.33	\$ 64,480.00	\$ 34.88	\$ 6,045.00	\$ 72,540.00	\$ 40.69	\$ 7,052.50	\$ 84,630.00
2027	\$ 27.94	\$ 4,842.72	\$ 58,112.60	\$ 31.93	\$ 5,534.53	\$ 66,414.40	\$ 35.92	\$ 6,226.35	\$ 74,716.20	\$ 41.91	\$ 7,264.08	\$ 87,168.90
2028	\$ 28.78	\$ 4,988.00	\$ 59,855.98	\$ 32.89	\$ 5,700.57	\$ 68,406.83	\$ 37.00	\$ 6,413.14	\$ 76,957.69	\$ 43.17	\$ 7,482.00	\$ 89,783.97

Police Communication Operator	70%			80%			90%			100%		
	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
2026	\$ 29.84	\$ 5,172.44	\$ 62,069.28	\$ 34.10	\$ 5,911.36	\$ 70,936.32	\$ 38.37	\$ 6,650.28	\$ 79,803.36	\$ 42.63	\$ 7,389.20	\$ 88,670.40
2027	\$ 30.74	\$ 5,327.61	\$ 63,931.36	\$ 35.13	\$ 6,088.70	\$ 73,064.41	\$ 39.52	\$ 6,849.79	\$ 82,197.46	\$ 43.91	\$ 7,610.88	\$ 91,330.51
2028	\$ 31.66	\$ 5,487.44	\$ 65,849.30	\$ 36.18	\$ 6,271.36	\$ 75,256.34	\$ 40.70	\$ 7,055.28	\$ 84,663.38	\$ 45.23	\$ 7,839.20	\$ 94,070.43

Building Official	70%			80%			90%			100%		
	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual	Hourly	Monthly	Annual
2026	\$ 42.70	\$ 7,401.33	\$ 88,816.00	\$ 48.80	\$ 8,458.67	\$ 101,504.00	\$ 54.90	\$ 9,516.00	\$ 114,192.00	\$ 61.00	\$ 10,573.33	\$ 126,880.00
2027	\$ 43.98	\$ 7,623.37	\$ 91,480.48	\$ 50.26	\$ 8,712.43	\$ 104,549.12	\$ 56.55	\$ 9,801.48	\$ 117,617.76	\$ 62.83	\$ 10,890.53	\$ 130,686.40
2028	\$ 45.30	\$ 7,852.07	\$ 94,224.89	\$ 51.77	\$ 8,973.80	\$ 107,685.59	\$ 58.24	\$ 10,095.52	\$ 121,146.29	\$ 64.71	\$ 11,217.25	\$ 134,606.99

APPENDIX B: HEALTH CARE AGREEMENT 2026-2028

1. For the 2026-2028 Agreement, the City and Union agree that the Deductible Benefit Contribution with the now established total annual amounts of \$1,900 for Single and \$700 for Family shall be amended to \$1,975 and \$850 respectively. See paragraph 4.C. of 2017-2019 Health Care Agreement.
2. The City and Union agree to an 85% employer/15% Employee split for premiums for single health insurance or family health insurance plans.
3. Except for the change in items #1 and #2 above, all other terms and elements of the 2017-2019 Health Care Agreement remain in place until amended.

APPENDIX C: HEALTH CARE SAVINGS PLAN (HCSP)

AFSCME Council 5, Local 517, City of Oak Park Heights Employees have voted and approved the following changes to the Post Employment Health Care Savings Plan effective August 1, 2026 through December, 2028 and hereby notify the City, pursuant to Article 23 of said Contract, of its desired selections.

1. All funds collected by the City on behalf of an employee shall be deposited into an Employee's Post Employment Health Care Savings Plan account administered by the MN Post Employment Health Care Savings Plan established under MN Statute 352.98 and as outlined in the Minnesota State Retirements System's (MSRS) Trust and Plan Documents.

2. Eligible employees shall contribute the following to the Employee's Post Employment Health Care Savings Plan as per years of employment:

A. Per Paycheck allocation:

- Up to 15 years Employees: Thirty dollars (\$30.00) per paycheck
- 15 – 20 years Employees: One Hundred dollars (\$100.00) per paycheck
- 21+ years Employees: One Hundred Fifty dollars (\$150.00) per paycheck

B. Severance Pay:

- Up to 15 years Employees:

50% of accrued severance pay benefit that is available to the employee based on Article 27 of the collective bargaining agreement upon separation of employment. The remainder of the benefit that is available to the employee shall be paid to the employee.

- 15 – 20 years Employees:

100% of accrued severance pay benefit that is available to the employee based on Article 27 of the collective bargaining agreement upon separation of employment.

- 21+ years Employees:

100% of accrued severance pay benefit that is available to the employee based on Article 27 of the collective bargaining agreement upon separation of employment.

C. Vacation Leave:

- Up to 15 years Employees:

50% of accrued vacation leave that is available to the employee based on Article 17 of the collective bargaining agreement upon separation of employment. The remainder of the benefit that is available to the employee shall be paid to the employee.

- 15 – 20 years Employees:

100% of accrued vacation leave that is available to the employee based on Article 17 of the collective bargaining agreement upon separation of employment

- 21+ years Employees:

100% of accrued vacation leave that is available to the employee based on Article 17 of the collective bargaining agreement upon separation of employment

3. The management of contributed funds into the Post Employment Health Care Savings Plan is the responsibility of the Plan Administrator, MN State Retirement System (MSRS), and the State Board of Investment, their agents, employees, or subcontractors and/or the investment option provider selected by the employee. The City's only obligation is to deposit accrued monies as outlined herein and the collective bargaining agreement. The City has no other responsibilities or obligations, and no other claims shall be made against the city with respect to this.