AGREEMENT

between the

CITY OF SOUTH ST. PAUL

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL NO. 70

January 1, 2016 through December 31, 2018
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ARTICLE 1. PURPOSE
This AGREEMENT is entered into between the City of South St. Paul, hereinafter called EMPLOYER and the International Union of Operating Engineers, Local 70, hereinafter called UNION. The intent and purpose of this AGREEMENT is to:

1.1 Establish certain hours, wages and other conditions of employment;

1.2 Establish procedures for the equitable and peaceful resolution of disputes concerning this AGREEMENT's interpretation and/or application;

1.3 Specify the full and complete understanding of the parties; and

1.4 Place in written form the parties' AGREEMENT upon terms and conditions of employment for the duration of the AGREEMENT.

1.5 Achieve orderly and peaceful relations, thereby establishing the highest level of performance that is consistent with the well-being of all concerned.

ARTICLE 2. RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes 179A.03, Subd. 8, in an appropriate bargaining unit consisting of light duty maintenance/custodians of the Community Development Department employed by the City of South St. Paul, Minnesota, who are public employees within the meaning of MN Stat. 179A.03, Subd. 14, excluding supervisory, confidential and all other employees.

2.2 Job classifications included within the appropriate unit are as follows:

- Light Duty Maintenance/Custodian

ARTICLE 3. MANAGEMENT RIGHTS

The Employer and the Union recognize and agree that the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of those departments covered by this Agreement, and to meet its obligations under Federal, State, and Local law, such rights to include the right to direct and control all the operations of the departments covered by this Agreement; to direct and control all the operations of those departments covered by this Agreement; to determine the methods, means, organization and numbers of personnel by which such operations are to be conducted; to assign and transfer employees; to schedule working hours and overtime; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods of operation, equipment, or facilities. The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

ARTICLE 4. UNION SECURITY

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

4.1 When directed in writing by the UNION, deduct each payroll period an amount sufficient to provide payment of dues established by the UNION and to pay the sum so deducted to the UNION.

4.2 The UNION may designate one (1) employee from the bargaining unit to act as Steward and shall inform the EMPLOYER in writing of the designee.
4.2.1 For the purposes of contract negotiations, the EMPLOYER agrees to afford reasonable time off for one (1) bargaining unit member appointed by the UNION to serve on the negotiation committee. If the UNION chooses to appoint more than one (1) bargaining unit member, the EMPLOYER will provide reasonable leave of absence without pay for the additional negotiation committee member(s).

4.3 Furnish and maintain one (1) bulletin boards in the South St. Paul Municipal Building, of which shall be in the Employee's lounge, which may be used by the UNION for posting of proper notices and bulletins.

4.4 The UNION agrees there shall be no solicitation for membership, signing up of members, collection of fees, dues or assessments, meetings or other UNION activities on EMPLOYER'S premises or during EMPLOYER'S business hours that interfere with the work of the EMPLOYER.

4.5 The UNION agrees to indemnify and hold the EMPLOYER harmless from any and all actions, suits, claims, damages, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER.

ARTICLE 5. NON DISCRIMINATION

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

5.1 Employees covered by the AGREEMENT shall carry out their job duties and responsibilities in a non-discriminatory manner as these duties and responsibilities affect the public and other employees.

ARTICLE 6. DEFINITIONS

6.1 UNION: International Union of Operating Engineers, Local 70

6.2 EMPLOYER: The City of South St. Paul.

6.3 UNION MEMBER: A member of International Union of Operating Engineers, Local 70 employed by the City of South St. Paul as set forth in ARTICLE 2 of this AGREEMENT.

6.4 EMPLOYEE: A member of the exclusively recognized bargaining unit as set forth in ARTICLE 2 of this AGREEMENT. Employee is further defined as Regular Full-time or Regular Part-time. Regular full-time are those Employees who regularly work forty (40) hours per week. Regular part-time are those Employees who regularly work less than forty (40) hours per week.

6.5 BASE PAY RATE: The employee's hourly pay rate exclusive of any other special allowances.
6.6 SENIORITY: Employee's total length of time in the Bargaining Unit. Except that, an employee who leaves service with the City and who later returns to the Bargaining Unit shall lose all previously earned Bargaining Unit seniority.

6.6.1 For purposes of this AGREEMENT, Employees who worked for the former South St. Paul Housing and Redevelopment Authority and who were hired by the City of South St. Paul on January 1, 2016, shall be granted service years for years worked for vacation accrual (Article 14) and seniority (Article 20) purposes only.

6.7 GRIEVANCE: A dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

6.8 CATASTROPHIC SICK LEAVE: A catastrophic illness or injury occurs when an employee is out of work due to the employee’s own illness or injury, or to care for an ill or injured immediate family member as defined in Section 15.1 of this Agreement. Examples of a catastrophic illness or injury include, but are not limited to:

a) Serious, debilitating illness, impairment, or physical/mental condition that involves any period or incapacity or treatment in connection with an overnight stay in a hospital, hospice, or residential medical facility.

b) Continuing treatment for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity.

c) Major, non-elective surgery. While elective surgery does not typically qualify as a catastrophic illness or injury, complications that result in serious health consequences will qualify as a catastrophic illness or injury.

d) While most leave associated with pregnancy is covered by sick leave, complications that result in serious health consequences will qualify as a catastrophic illness or injury.

e) Any absence to receive multiple treatments (including any recovery period) by, or referral by, a licensed health care provider for a condition that likely would result in incapacity (e.g. chemotherapy, physical therapy, dialysis, etc.).

f) Terminal illness.

g) Exhaustion of annual sick leave because of the employee’s own illness or injury, or because of care for an ill or injured immediate family member that requires the employee’s attendance.

ARTICLE 7. PROBATIONARY PERIOD
All newly hired and rehired employees shall serve a minimum six (6) month probationary period. During the probationary period employees must demonstrate ability to learn and perform the job for which they were hired.

7.1 Should employees fail to attain job performance satisfactory to the department head by the end of the probationary period, the probationary period may be extended on a month-to-month basis for a period of not more than six (6) months.
by the Employer, or the employee shall be dismissed without recourse. The Employee and Union shall be notified in writing of the reason for an extension of probationary period. If, however, no action is taken at the end of the period, this shall constitute acceptance of employees on a full time basis.

7.2 At any time during the employment probationary period, an employee may be terminated at the discretion of the Employer without appeal to the provisions of Article 22 Grievance Procedure.

ARTICLE 8. WORK SCHEDULES

The EMPLOYER payroll period begins on Saturday at 12:00 AM and ends on the following Friday at 11:59 PM. A payroll period consists of two (2) work weeks.

8.1 The normal work day for an Employee shall be eight (8) hours, typically 8:00 AM to 4:30 PM. The normal work week shall be forty (40) hours, typically Monday through Friday.

8.2 It is recognized by the parties of this AGREEMENT that some employees may have work schedules which differ from the normal workday and workweek as defined above.

8.2.1 Unless mutually agreed otherwise, Employees shall be notified at least five (5) working days in advance of a temporary change of the normal schedule as defined in 8.1. Temporary change means a change of schedule with a duration period equal or less than one payroll period. Unless mutually agreed otherwise, no individual Employee shall be scheduled for more than four (4) events per calendar year which require a temporary change from the normal schedule.

8.2.2 Unless mutually agreed otherwise, Employees shall be notified at least fifteen (15) working days in advance of a lasting or permanent change of the regular work week as defined in 8.1.

8.2.3 Employees may request a work schedule other than the normal work schedule as defined in 8.1.

8.2.4 In the event that work is required because of unusual circumstances such as, but not limited to, fire, flood, snow, or breakdown of municipal equipment or facilities, no advance notice need be given.

ARTICLE 9. WAGE SCHEDULE

The base hourly wage rate, exclusive of supplemental pay, for Employees under this AGREEMENT for the duration of the AGREEMENT is as follows:

<table>
<thead>
<tr>
<th></th>
<th>01/01/2016</th>
<th>01/01/2017</th>
<th>01/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Light Duty Maintenance/Custodian without Housing:</td>
<td>$23.79</td>
<td>$24.38</td>
<td>$24.87</td>
</tr>
<tr>
<td>Light Duty Maintenance/Custodian with Housing:</td>
<td>$19.17</td>
<td>$19.76</td>
<td>$20.25</td>
</tr>
</tbody>
</table>

9.1 Employees shall be paid a percentage of the base rate according to the following schedule:

<table>
<thead>
<tr>
<th>Period</th>
<th>Percentage of Base Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-6 months</td>
<td>80%</td>
</tr>
<tr>
<td>7-12 months</td>
<td>85%</td>
</tr>
<tr>
<td>13-24 months</td>
<td>90%</td>
</tr>
<tr>
<td>25-36 months</td>
<td>95%</td>
</tr>
<tr>
<td>37+ months</td>
<td>100%</td>
</tr>
</tbody>
</table>

9.2 Each high-rise building includes a two-bedroom apartment that may be available to Employees for residence purposes. If an Employee is offered and accepts to live in one of the apartments located within the high-rise building, they shall be paid at the Light Duty Maintenance/Custodian with Housing pay rate.

9.2.1 The Housing allotment is based on the fair market rental value of a two-bedroom apartment for similar apartments in the area. For 2016, the fair market rental is $800 per month, which is equal to $4.62 per hour in wages.

9.2.2 The Housing allotment will be reviewed each year and if required, will be adjusted per the fair market rental value. Any adjustments to the Housing allotment will also affect the base hourly rate as listed in Article 9 for the Light Duty Maintenance/Custodian with Housing.

9.3 The 2018 rates reflect a 2% COLA over the 2017 rates. If any other City of South St. Paul bargaining group is awarded a higher percentage than 2%, for 2018, the 2018 COLA shall be adjusted to the higher rate.

ARTICLE 10. OVERTIME, ON-CALL PAY AND EMERGENCY CALL-BACK PAY

10.1 Overtime. Overtime shall be scheduled by and/or have the prior authorization of the Employee’s supervisor.

10.2 Overtime shall be paid at the following rates:

10.2.1 All hours authorized and worked in excess of eight (8) hours or the normally scheduled hours of an approved alternate work schedule as defined in Section 8.2, in one day shall be compensated at the rate of one and one-half (1.5) times the employee’s base rate of pay.

10.2.2 All hours authorized and worked in excess of forty (40) hours in a work week shall be compensated at the rate of one and one-half (1.5) times the employee’s base rate of pay.

10.2.3 All hours authorized and worked on a holiday, as established in Article 12 – Holidays shall be compensated at the rate of two (2) times the employee’s base rate of pay.

10.2.4 No Compounding. For the purpose of compensating overtime, overtime hours worked shall not be paid twice for the same hours worked.

10.3 On-Call Duty Worker.

10.3.1 The On-Call Duty Worker shall respond to high-rise related matters. The On-Call Duty Worker status requires immediate response and ability to
be onsite within thirty (30) minutes, abstinence from alcohol and drugs, and wearing of an electronic pager.

10.3.2 The On-Call Duty Worker schedule shall rotate weekly beginning on Monday. During the week, on-call hours shall be from 4:30 PM to 8:00 AM. On Saturday, Sunday, and Holidays the on-call duty hours shall be from 8:00 AM to 8:00 AM.

10.3.3 Compensation for On-Call Duty shall be as follows:
- One (1) hour straight pay for each week day
- Four (4) hours straight pay for each weekend day or holiday. If a holiday falls during the week, a total of four (4) hours at straight time shall be paid for that day.
- Upon a call out, Employees shall be paid for a minimum of one (1) hour of straight time. If the call out requires work that lasts longer than one (1) hour, then the Employee shall receive overtime pay for the actual time worked.

10.4 Emergency Call Back. Employees called back to work by the City shall receive pay for the actual hours worked at the appropriate overtime rate.

10.5 The Employee shall have the option of taking overtime pay or compensatory time off. Employees must make the designation of how overtime is to be taken, whether in pay or compensatory time, at the time overtime is worked.

10.5.1 No more than twenty (20) hours of compensatory time shall be allowed to accumulate as measured at each computation of payroll. Employees who have accumulated twenty (20) hours of compensatory time shall be paid for any overtime hours at the appropriate overtime rate.

10.5.2 Employees may carryover twenty (20) hours of compensatory time into a new calendar year.

ARTICLE 11. MEALS AND REST PERIODS

11.1 Employees may take a thirty (30) minute meal period, without pay, during each eight (8) hour shift at times determined by the EMPLOYER.

11.2 Employees may take a fifteen (15) minute rest period, with pay, for each half shift at times determined by the EMPLOYER.

11.3 If approved by the EMPLOYER, rest periods may be taken in conjunction with the thirty (30) minute unpaid meal period.

ARTICLE 12. HOLIDAYS

Holidays. The EMPLOYER shall provide employees with ten (10) paid holidays annually.

12.1 The following days are holidays with pay for all regular full-time Employees of the City:

<table>
<thead>
<tr>
<th>HOLIDAY</th>
<th>WHEN CELEBRATED</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
</tr>
</tbody>
</table>

JUOE, Local 70 Contract (Jan. 1, 2016 – Dec. 31, 2018)
Martin Luther King Day  
Third Monday in January
President’s Day  
Third Monday in February
Memorial Day  
Last Monday in May
Independence Day  
July 4
Labor Day  
First Monday in September
Veteran’s Day  
November 11
Thanksgiving  
Fourth Thursday in November
Day after Thanksgiving  
Friday after Fourth Thursday in November
Christmas Day  
December 25

12.2 Holiday Following a Weekend. If New Year’s Day, Veteran’s Day, Independence Day, or Christmas Day falls on a Sunday, the following Monday shall be a holiday. If New Year’s Day, Veteran’s Day, Independence Day, or Christmas Day falls on a Saturday, the preceding Friday shall be a holiday.

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

ARTICLE 13. PERSONAL LEAVE
Regular full-time Employees covered by the AGREEMENT shall be eligible for annual paid personal leave.

13.1 Sixteen (16) hours of paid personal leave shall be credited to each Employee on January 1st of each calendar year for use during the ensuing calendar year. This personal leave may be taken in one-hour segments. Personal leave not used during the calendar year shall be forfeited.

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

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

ARTICLE 14. VACATION
Regular full-time Employees covered by this AGREEMENT shall be eligible for annual paid vacation.

14.1 Vacation leave shall accrue each pay period, beginning with the date of employment of each employee. The following displays the annual vacation accrual schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 5 years</td>
<td>80 hours</td>
</tr>
<tr>
<td>6 – 10 years</td>
<td>120 hours</td>
</tr>
<tr>
<td>11 – 15 years</td>
<td>160 hours</td>
</tr>
<tr>
<td>16+ years</td>
<td>200 hours</td>
</tr>
</tbody>
</table>

14.2 Use of vacation. Use of vacation leave shall be subject to the approval of the employee’s supervisor, and shall be refused only on the basis of the work load and personnel needs of the respective department. Vacation leave may be taken in one (1) hour increments.
14.3 Unless specifically directed or approved by the employee’s department head, and with the concurrence of the City Administrator, an employee shall not accumulate more than 200 hours of vacation leave. There shall be no monetary compensation for unused vacation leave above the maximum allowable accrual hours at year end, except in the case of termination of employment as provided in Section 23. In the event an employee has accumulated more than the maximum hours of allowable vacation and the employee believes there are substantial reasons for excess accumulation, the employee may appeal to the City Administrator for relief from this rule on a year by year basis.

14.4 In no case may vacation leave be taken in advance of earned accrual, except by direct authorization of the City Administrator under exceptional circumstances.

14.5 In the event that as a result of a prolonged illness an employee’s accumulated sick leave should become exhausted, the employee’s department head may authorize use of accumulated unused vacation leave as sick leave.

14.6 Former Employees. In the event that an employee should voluntarily leave the Employer’s employment, or be terminated for sub-standard performance of disciplinary reasons, and at some future date be re-employed by the Employer, the employee’s vacation leave shall be accumulated as if the employee were a new hire. Employees in good standing, who were terminated as the result of insufficient funds, lack of work or similar reasons, shall be entitled to vacation based on previous length of service.

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

ARTICLE 15. SICK LEAVE

Regular full-time Employees covered by this AGREEMENT shall be eligible for annual paid sick leave in accordance with the following regulations:

15.1 Sick leave is defined to mean the absence of an employee because of illness or injury; or, attendance of such employee with a family member in the event of a serious illness or injury when the employee’s attendance is required. Immediate family is defined as employee’s spouse, mother, father, brother, sister, children, legal wards, or parents of spouse. In the event of serious illness or injury, sick leave may also be used to care for an employee’s adult child, grandparent, or stepparent limited to no more than 160 hours in any 12-month period. Sick leave also means attendance at medical or dental appointments, outpatient and surgical procedures only when the employee cannot arrange the appointment or procedure outside of scheduled work hours.

15.2 The Employee will notify the EMPLOYER at or before their normally scheduled starting time of any illness and also provide reasonable advance notice for attendance at an appointment or surgical procedure for which they wish to take sick leave. Upon return to work, the Employee will complete an absence slip as required by the EMPLOYER.
15.3 The Employee may be required to submit proof of illness or injury by way of a doctor's certificate if Employee is off three (3) or more consecutive work days, or if a pattern of suspected abuse exists. Those Employees who misuse sick leave will be subject to disciplinary action. Any action taken by the EMPLOYER under this section shall be subject to the Grievance Procedure.

15.4 An Employee receiving Workers Compensation insurance payments may use accumulated sick leave to make up the difference between their normal earnings and the Workers' Compensation payments. Regular full-time employees and regular part-time employees, who average thirty (30) or more hours per normal workweek, may use sick leave and then accumulated catastrophic sick leave to make up the difference between their normal earnings and the Workers’ Compensation payments.

15.5 Post-Retirement Health Care Savings Plan (HCSP). The Employer shall establish a HCSP account through the Minnesota State Retirement System (MSRS) for each regular full-time employee. The Employer shall contribute $50.00 per month per regular full-time employee. The Union also has the right to establish supplemental employee contributions in an amount established by the Union. The Employer shall implement these employee contributions through payroll deduction.

15.6 Each regular full-time employee shall accrue sick leave as follows:

15.6.1 Ninety-six (96) hours of sick leave shall be placed into an Employee’s sick leave account on January 1st of each calendar year for use during the ensuing calendar year. Employee’s hired after January 1st of a calendar year will receive a prorated amount of sick leave hours based upon the hire date.

15.6.2 On December 31st of each calendar year the Employer shall assign one-half (1/2) of the sick leave hours that remain from the current calendar year to a catastrophic sick leave bank. Banked catastrophic sick leave may be accumulated from year to year. Banked catastrophic sick leave can be used for the purposes specified in Article 6.8, but is available only after exhaustion of the current year’s sick leave complement. There shall be no compensation for unused hours in the catastrophic sick leave bank.

15.6.3 On December 31st of each calendar year the Employer shall compensate one-half (1/2) of the sick leave hours that remain from the current calendar year by payment into the Employee’s Post-Retirement Health Care Savings Plan (HCSP). The Employee’s rate of pay as of December 31st shall be used in the computation of the payment.

15.6.4 Employees who voluntarily terminate employment with the City prior to the end of a calendar year shall reimburse the Employer for any sick leave used in excess of the accumulated rate provided in Section 15.6.1, as prorated by the number of months of service in the year of termination.
15.6.5 All contributions made to an Employee’s HCSP account by the City cease upon termination of employment.

15.7 Regular part-time employees working less than full-time shall accrue sick leave on a pro-rata basis consistent with the work week specified at the hiring date and will be credited each pay period as earned. There is no monetary payment for unused sick leave for regular part-time employees upon termination of employment.

**ARTICLE 16. MISCELLANEOUS LEAVE**

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

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

16.2 Jury or Court Leave. Employees selected for jury duty will be granted a leave of absence and receive that portion of their regular salary, which, together with jury pay or fees will be equal to their full salary for the required period of absence. Employees cannot receive jury pay or fees in addition to their regular pay.

16.3 Educational Leave. Educational leaves with pay for work-related conferences and seminars that occur during the regular working hours when attendance is approved by the EMPLOYER. The EMPLOYER agrees to pay reasonable costs related to the above.

16.4 Bereavement Leave. Each employee may use up to twenty-four (24) hours of sick leave in the event of the death of the employee’s immediate family. Immediate family for the purpose of bereavement leave includes the employee’s spouse, mother, father, brother, sister, children, legal wards, individuals who stood in loco parentis to the employee as a child, grandparents, grandchildren and those individuals in similar relationship to the employee’s spouse. The EMPLOYER may grant additional leave from accrued vacation, sick leave or compensatory time upon request of the Employee. Such request shall be denied only in unusual circumstances. Employees shall also be permitted to take one (1) day of sick leave to act as a pallbearer.

16.5 Leave for Voting. All employees who are entitled to vote at any statewide election or any election to fill a vacancy in the office of Representative in Congress are entitled to absent themselves from their work for the purpose of voting during the day of such election day without penalty or deduction from their salary or wage on account of such absence. Reasonable time off necessary to appear at the employee’s polling place, cast a ballot, and return to work will be given all employees during such elections. Time off for voting shall be scheduled through the employee’s supervisor.

16.6 Leave of absence. The City Council may grant leave of absence without pay to any regular employees for such reason and period as it may determine, not exceeding twelve (12) consecutive months. All requests for such leave must be submitted in writing by the employees via their department head to the City
Administrator and/or City Council. Such leave will be granted only when it will not adversely affect departmental operations and is not detrimental to the best interests of the City. Upon expiration of the approved period of absence, the employees shall be reinstated in the position held at the time leave was granted. Failure of employees to return to full duty at the expiration of their leave shall be cause for dismissal. Extensions of a leave without pay may be mutually agreed upon between employees and department head.

16.7 Family and Medical Leave and Parental Leave. The City will comply with FMLA and Parental Leave rules and regulations as stated in Minnesota Statutes.

16.8 Absence without Leave. Absence of employees from duty, including any absence for a single day or part of a day that is not specifically authorized shall be without pay and serve as a basis for disciplinary action. Employees who absent themselves from their jobs for four (4) consecutive days without authorized leave shall be deemed to have resigned and will be separated with cause.

16.9 Approval. Leaves shall be granted after employees have notified and received approval of the designated supervisor who has determined that such absence is in compliance with the terms of this AGREEMENT. The EMPLOYER shall also grant leaves determined to be in conformance with this AGREEMENT, when unusual or emergency conditions prevent employees from obtaining advance approval of a request for a leave of absence.

ARTICLE 17. INSURANCE
The EMPLOYER will provide an Insurance Plan to regular full-time Employees of the City of South St. Paul.

17.1 Health Insurance. The Health Insurance Plan(s) and EMPLOYER contribution to Employee Health Insurance coverage is displayed in Appendix A titled “Health Insurance Coverage”.

17.2 Dental Insurance. The EMPLOYER shall contribute the sum equal to the cost of single coverage per month for regular full-time Employees for dental insurance under a dental plan approved by the EMPLOYER.

17.3 Term Life and AD&D. The EMPLOYER shall provide the employee with term life insurance in the amount of $50,000 and accidental death and dismemberment insurance in the amount of $40,000.

17.4 Long Term Disability. The EMPLOYER shall provide the employee with Long Term Disability. Long Term Disability Insurance shall be coordinated with other benefits provided in the contract such that no Employee may receive more than the Employee’s normal take home pay, exclusive of all supplemental pay.

17.5 All insurance benefits mentioned herein shall be selected by the EMPLOYER.

17.6 Employees on authorized leave of absence may enroll in the group plan provided that there is no cost the City and provided further that they are accepted by the
insurance carrier. This article shall not apply to those persons covered by Article 16.7 Family Medical Leave.

17.7 Employees working less than full-time, but averaging 30 or more hours per normal work week, may participate in group health, dental, life and long-term disability plans. The City’s share of health plan premiums and deductibles shall be based on the proportion that the Employee’s work week hours bear to the normal work week hours and will be applied to the specific policy coverage selected by the Employee.

ARTICLE 18. CLOTHING ALLOWANCE AND SAFETY SHOE REIMBURSEMENT

The Employer here-by establishes the following guidelines for an annual clothing allowance and safety shoe reimbursement allowance for regular full-time employees under this Agreement.

18.1 Clothing Allowance. The Employer will provide a clothing allowance in the amount of $300.00 annually to full-time Employees under this Agreement. The clothing allowance shall be paid as part of the first payroll of December of each year.

18.1.1 Employees beginning employment after the first payroll of December shall not be eligible for a clothing allowance until the next regularly scheduled clothing allowance is granted.

18.1.2 No pro-rated clothing allowance shall be provided to newly hired employees, or to employees who terminate employment before the first payroll of December.

18.2 Safety Shoe Reimbursement Allowance. The Employer shall provide a safety shoe reimbursement allowance to full-time Employees under this Agreement in the amount of $150 per year.

18.2.1 On January 1st of each year, the Employer will credit the Employee’s Safety Shoe Allowance account $150.00. Reimbursement will be authorized when the Employee submits an original receipt of purchase for safety shoes to their Supervisor. Reimbursements are limited to the dollar amount available in the account at the time of purchase.

18.2.2 Reimbursement shall be made for safety shoes only. Reimbursement for the purchase of Safety Shoes must be submitted within 30 days of purchase.

18.2.3 On December 31st of each year the balance of an Employee’s safety shoe reimbursement account shall be no more than $300.00.

18.2.4 Safety shoe reimbursement under this Article may be used only by actively working Employees. No purchases are authorized if an Employee is suspended, under notice of termination, or six (6) months prior to an Employee’s retirement or voluntary resignation. If purchases are made from the safety shoe allowance less than six (6) months from
retirement or voluntary resignation, the Employee shall repay the Employer on a pro-rata basis.

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

ARTICLE 19, EDUCATIONAL REIMBURSEMENT

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

19.1 Approval of Courses. Course work must relate to applicants present position for purpose of:
1) Improving skills or knowledge required in their position,
2) Preparing Employees for significant technological changes occurring in their career field,
3) Preparing Employees for changes in duties due to the different use of a position or class,
4) Preparing Employees for assumption of new and different duties as a result of a recent promotional appointment, or,
5) General development of understanding to do their jobs better.

19.2 Eligible Employees. In order for Employees to be eligible for tuition reimbursement they must:
1) Must take an approved course,
2) Receive a passing grade in the course (Grade of “C” or higher),
3) Receive prior approval from their Department Head and City Administrator,
4) Have submitted their request in written form.

19.3 Extent of Tuition Payment by City.
18.3.1 When the Employee initiates enrollment in a course, the City will pay eighty percent (80%) of the tuition.
18.3.2 Maximum tuition reimbursement in any one (1) calendar year shall not exceed $3000.00. Maximum tuition reimbursement during an employee’s career with the City shall not exceed $8,000.00.

19.4 Reimbursement Procedures. Upon successful completion of the course, Employees shall submit a voucher stating the amount requested to be paid by the City. This voucher shall be accompanied by a receipt from the Educational Institution showing the tuition costs and a copy of the grade(s) received from the Educational Institution.

19.5 In the event a course is taken at the direction of the Employer and with approval from the City Administrator and/or the City Council, the entire cost of the course will be paid by the EMPLOYER.
ARTICLE 20. SENIORITY

20.1 Regular full-time employees are employees who have satisfactorily completed a probationary period after initial hire. All regular employees of the UNION are considered as one seniority group.

20.2 The EMPLOYER shall have the right to select the best qualified applicant for a position within the UNION. The determination as to whether or not an applicant possesses the necessary qualifications is within the discretion of the EMPLOYER.

20.3 In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in inverse order of their seniority in the following order:

a) Probationary part-time employees
b) Probationary full-time employees
c) Regular (part-time and full-time) employees

20.4 Employees shall be recalled from layoff according to seniority. No new employee shall be hired for a job classification in which a layoff has occurred until all employees on layoff status within that job classification have been given an opportunity to return to work. This right of return shall expire twelve (12) months after the layoff takes effect. The EMPLOYER will notify any employees on layoff to return to work by certified mail, at the employee’s last recorded address. The employee must return to work within three (3) weeks of receipt of the notice in order to be eligible for re-employment.

20.5 For purposes of seniority, an employee’s continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.

20.6 For purposes of this AGREEMENT, Employees who worked for the former Housing and Redevelopment Authority and who were hired by the City of South St. Paul on January 1, 2016, shall be granted service years for years worked for seniority and vacation accrual purposes only.

ARTICLE 21. DISCIPLINE

21.1 Employees who have completed the required probationary period shall be disciplined for just cause only. Discipline will be in one or more of the following forms and the form applied in any given circumstance will depend on the nature of the just cause and the prior disciplinary history of the Employee:

a) Oral Reprimand
b) Written Reprimand
c) Suspension without pay
d) Demotion/Reduction
e) Discharge

21.2 The EMPLOYER may discharge any employee for dishonesty, drunkenness, negligence of addiction to narcotics or other drugs without a warning notice.
21.3 Suspensions, demotions/reductions, and discharges will be in written form, and shall be read and acknowledged by the signature of the employee. A copy of the discipline shall be provided to the employee and the UNION.

21.4 Except as provided in Section 21.2, the EMPLOYER shall not discharge any employee without just cause and without at least one (1) written warning notice (with a copy to the UNION) of the complaint against such employee whose work or behavior is unsatisfactory, or who fails to observe the safety precautions, or other rules and regulations prescribed by the EMPLOYER or any other governmental agency. No employee shall be discharged for refusing to work under unsafe conditions.

21.5 The EMPLOYER may direct the employee to use any tools, equipment, machinery, materials, products, or procedures that fall within their craft jurisdiction.

21.6 Employees may examine their personnel files at reasonable times, following a written request to the EMPLOYER.

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 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.

22.2 Processing a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYER duties and responsibilities. The aggrieved Employee and UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the Employee and the UNION Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER. The designated supervisor shall schedule an approved absence within five (5) workdays after the request for absence.

22.3 Procedure. Any grievance or dispute between the parties relative to the application, meaning or interpretation of this AGREEMENT shall be settled in the following manner.

Step 1. The UNION Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within fifteen (15) days after the first knowledge that such alleged violation has occurred. The supervisor shall attempt to adjust the matter and shall respond to the Steward within seven (7) calendar days.

Step 2. If the immediate supervisor is the department head, Step 2 will be waived and appeals of Step 1 responses shall be directed to Step 3. If the grievance has not been settled in accordance with Step 1, it shall be presented in writing, setting forth the nature of the grievance, the
facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, by the UNION Steward or the Steward's designee to the proper department head within seven (7) days after the supervisor's response is due. The department head or the department head's designee will respond to the Union steward in writing within seven (7) calendar days.

Step 3. If the grievance has not been settled in accordance with Step 2, it shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based; the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, by the UNION Steward or the Steward's designee and UNION Business Representative to the City Administrator or the Administrator's designee within seven (7) days after the department head’s response is due. The City Administrator or the Administrator's designee will respond to the Union Steward in writing within ten (10) calendar days.

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

Step 5. If the grievance is still unsettled in accordance with Step 4, the UNION may, within fourteen (14) days after the City Administrator's reply is due, give notice of its intention to submit the issue to arbitration by giving written notice, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested, to the other party. The arbitration proceeding shall be conducted by an arbitrator to be selected by the EMPLOYER and the UNION within seven (7) days after the UNION requests such action. If the parties fail to select an arbitrator, the State Bureau of Mediation Services will be requested by either or both parties to provide a panel of five (5) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from the panel. The UNION shall strike the first name, the other party shall strike one (1) name, the process will be repeated, and the remaining person shall be the arbitrator. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION. However, each party shall be responsible for compensation of its own representatives and outside witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record and makes copies available at a reasonable cost to the other party and to the arbitrator.
22.4 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION without prejudice to either party.

22.5 Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws.

ARTICLE 23. TERMINATION OF EMPLOYMENT

23.1 Employees must provide the EMPLOYER with advanced written notice of intent to terminate employment. Unless waived by mutual agreement between the EMPLOYER and Employee, notice must be provided a minimum of ten (10) working days prior to intended termination date and no vacation leave time will be granted during this period.

23.2 Those Employees leaving the City in good standing and who provide proper notice of their intent to terminate employment shall be compensated for unused accrued vacation and personal leave.

23.3 Employees who were hired by the City on or after January 1, 2016 and who have completed not less than ten continuous years of service with the City of South St. Paul, shall upon permanent separation from employment with the City for reasons other than just cause as the result of disciplinary proceedings, be paid a service recognition payment based upon years of service at the rate of $100 per year for each year of continuous employment.

ARTICLE 24. LEGAL DEFENSE

Except in cases of malfeasance in office or willful or wanton neglect of duty, the EMPLOYER will defend, save-harmless and indemnify employees against any tort claim, demand, judgment, or settlement, actually or reasonably incurred, arising out of an alleged act or omission occurring within the scope of their employment or official duties, subject to the limitations of MN Statutes Section 466.04.
ARTICLE 25. SAVINGS CLAUSE
This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the
signed municipality. In the event any provision of this AGREEMENT shall be held contrary to
law by a court of competent jurisdiction from whose final judgment or decree no appeal has been
taken within the time provided, such provision shall be voided. All other provisions of this
AGREEMENT shall continue in full force and effect. The voided provision shall be renegotiated
at the request of either party.

ARTICLE 26. DRUG AND ALCOHOL TESTING AGREEMENT
The Drug and Alcohol Testing Agreement, as approved the South St. Paul City Council,
establishes standards concerning drug and alcohol use and also establishes a testing procedure to
ensure the standards are met. The EMPLOYER and Employee shall follow the Drug and Alcohol
Testing Agreement as approved by City Council and shown in Appendix B.

ARTICLE 27. COMPLETE AGREEMENT AND WAIVER OF BARGAINING
This instrument constitutes the entire AGREEMENT of the EMPLOYER and UNION, arrived at
as a result of collective bargaining negotiations, except such amendments hereto as shall have
been reduced to writing and signed by the parties.

27.1 The parties 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 subject or matter not removed by law from the area of
collective bargaining and that the understandings and agreements arrived at by the parties
after the exercise of that right and opportunity are set forth in the AGREEMENT.
Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT, each
voluntarily and unqualifiedly waives the right to meet and negotiate, and each agrees that
the other will not be obligated to bargain collectively with respect to any subject or
matter referred to or covered in this AGREEMENT or with respect to any subject or
matter not specifically referred to or covered in this AGREEMENT, even though such
subject or matter may not have been within the knowledge or contemplation of either or
both of the parties at the time that they negotiated or signed this AGREEMENT.

27.2 By mutual written agreement of the parties, negotiations may be voluntarily
reopened by the parties during the term of this AGREEMENT. Any modification to the
terms of this AGREEMENT shall be reduced to writing and signed by both parties.

ARTICLE 28. DURATION OF AGREEMENT
This AGREEMENT shall be in effect as of January 1, 2016 and shall remain in full force and
effect through December 31, 2018. This AGREEMENT shall continue from year to year
thereafter unless either party notifies the other in writing, at least sixty (60) calendar days prior to
the expiration date that they desire to modify or terminate this AGREEMENT. When notice is
given for the desire to negotiate changes, the nature of such changes shall be specified in the
notice. Until a conclusion is reached regarding such change(s), the original provisions shall
remain in full force and effect. Notice by either party of a desire to terminate this AGREEMENT
shall follow the same notice procedures as a proposed change.
In witness whereof, the parties hereto have executed this AGREEMENT on the _____ day of __________, 2016.

For the EMPLOYER:

[Signature]
Mayor
City of South St. Paul

[Signature]
Christy Wilcox
City Clerk

For the UNION:

[Signature]
David B. Moreau
UNION Business Manager

[Signature]
Michael D
UNION President

[Signature]
Linda Powers
UNION Recording Secretary

[Signature]
UNION Business Representative

[Signature]
UNION Steward
APPENDIX A

Health Insurance Coverage
January 1 – December 31, 2016

Health Insurance Plan Year 2016:

- The Employer’s maximum monthly contribution to health insurance premiums for the $10 Copay plan is $814.93.
- The Employer’s maximum monthly contribution to health insurance premiums and HRA/HSA deductible account for all remaining plans is $871.48 for Single plans; $1075.00 for Single + Spouse and Single + Child(ren) plans; and $1125.00 for Family plans.

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HRA $1500/$3000 Deductible Account:
The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the monthly premium and provides a contribution to the high deductible account. The Employer will provide a contribution of $116.67 per month towards the Single Deductible Plan Account. The Employer will provide a contribution of $125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible Plans.

For 2016 only, the Employer will provide the monthly contribution amounts in two equal installments ($700.00 for the Single Plan, and $750 for the Single + and Family Plans). The first installment will be paid with the first payroll of January and the second installment will be paid with the first payroll in July.

Employees entering or leaving the insurance plan after January 1, 2016 will receive a prorated contribution based on hire or termination date.

HSA $2600/$5200 Deductible Account:
The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the monthly premium and provides a contribution to the high deductible account. The Employer will provide a contribution of $208.33 per month towards the Single Deductible Plan Account. The Employer will provide a contribution of $125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible Plans.

For 2016 only, the Employer will provide the monthly contribution amounts in two equal installments ($1250.00 for the Single Plan, and $750 for the Single + and Family Plans). The first installment will be paid with the first payroll of January and the second installment will be paid with the first payroll in July.

Employees entering or leaving the insurance plan after January 1, 2016 will receive a prorated contribution based on hire or termination date.
APPENDIX A

Health Insurance Coverage
January 1 – December 31, 2017

Health Insurance Plan Year 2017:
- The Employer’s maximum monthly contribution to health insurance premiums for the $10 Copay plan is $814.93.
- The Employer’s maximum monthly contribution to health insurance premiums and HRA/HSA deductible account for all remaining plans is $897.62 for Single plans; $1107.25 for Single + Spouse and Single + Child(ren) plans; and $1158.75 for Family plans.

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HRA $1500/$3000 Deductible Account:
The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the
monthly premium and provides a contribution to the high deductible account. The Employer will provide a
contribution of $97.52 per month towards the Single Deductible Plan Account. The Employer will provide a
contribution of $125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible
Plans.

For 2017 only, the Employer will provide the monthly contribution amounts in four equal installments
($292.56 for the Single Plan, and $375 for the Single + and Family Plans). The installments will be paid with
the first payroll of each quarter (January, April, July, October). Employees entering or leaving the insurance
plan after January 1, 2017 will receive a prorated contribution based on hire or termination date.

HSA $2600/$5200 Deductible Account:
The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the
monthly premium and provides a contribution to the high deductible account. The Employer will provide a
contribution of $208.33 per month towards the Single Deductible Plan Account. The Employer will provide a
contribution of $125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible
Plans.

For 2017 only, the Employer will provide the monthly contribution amounts in four equal installments
($625.00 for the Single Plan, and $375 for the Single + and Family Plans). The installments will be paid with
the first payroll of each quarter (January, April, July, October). Employees entering or leaving the insurance
plan after January 1, 2017 will receive a prorated contribution based on hire or termination date.
APPENDIX A

Health Insurance Coverage
January 1 – December 31, 2018

Health Insurance Plan Year 2018:

- The Employer's maximum monthly contribution to health insurance premiums for the $10 Copay plan is $814.93.
- The Employer's maximum monthly contribution to health insurance premiums and HRA/HSA deductible account for all remaining plans is $929.04 for Single plans; $1146.00 for Single + Spouse and Single + Child(ren) plans; and $1199.31 for Family plans.

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**HRA $1500/$3000 Deductible Account:**
The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the monthly premium and provides a contribution to the high deductible account. The Employer will provide a contribution of $72.93 per month towards the Single Deductible Plan Account. The Employer will provide a contribution of $125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible Plans.

For 2018 only, the Employer will provide the monthly contribution amounts in four equal installments ($218.79 for the Single Plan, and $375 for the Single + and Family Plans). The installments will be paid with the first payroll of each quarter (January, April, July, October). Employees entering or leaving the insurance plan after January 1, 2018 will receive a prorated contribution based on hire or termination date.

**HSA $2600/$5200 Deductible Account:**
The Employer provides a maximum monthly contribution. This maximum contribution pays a portion of the monthly premium and provides a contribution to the high deductible account. The Employer will provide a contribution of $198.14 per month towards the Single Deductible Plan Account. The Employer will provide a contribution of $125.00 per month towards the Single + Spouse, Single + Child(ren), and Family Deductible Plans.

For 2018 only, the Employer will provide the monthly contribution amounts in four equal installments ($594.42 for the Single Plan, and $375 for the Single + and Family Plans). The installments will be paid with the first payroll of each quarter (January, April, July, October). Employees entering or leaving the insurance plan after January 1, 2018 will receive a prorated contribution based on hire or termination date.
APPENDIX B

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

ARTICLE 1. MUTUAL INTENT.

1.1 Abuse of drugs and alcohol is a nationwide problem. It affects persons of every age, race, sex and ethnic group. It poses risks to the health and safety of Employees of South Saint Paul and to the public. To reduce those risks, this agreement concerning drug and alcohol use affecting the workplace is being adopted. This agreement establishes standards concerning drug and alcohol use which all Employees meet. It also establishes a testing procedure to ensure that those standards are met.

1.2 This D.A.T.A. will conform to the requirements of State Law as set forth in Minnesota Statutes Chapter 181 and the Federal Drug-Free Workplace Act of 1988 and be as follows:

ARTICLE 2. DEFINITIONS.

2.1 “ALCOHOL” means ethyl alcohol.

2.2 “CONFIRMATORY TEST” and “CONFIRMATORY RETEST” means a drug or alcohol test that uses a method of analysis allowed under one of the programs listed in Section 181.953, Subd. 1.

2.3 “DRUG” means a controlled substance as defined in Minn. Stat. 152.01, Subd. 4.

2.4 “DRUG AND ALCOHOL TESTING”, “DRUG OR ALCOHOL TESTING”, and “DRUG OR ALCOHOL TEST” mean analysis of a blood or urine sample according to the standards established under one of the programs listed in Minnesota Statue Section 181.953, Subd. 1, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

2.5 “EMPLOYEE” means a person, independent contractor, or person working for an independent contractor who performs services for the City of South Saint Paul for compensation, in whatever form.

2.6 “EMPLOYER” means City of South Saint Paul acting through any designee.

2.7 “INITIAL SCREENING TEST” means a drug or alcohol test which uses a method of analysis under one of the programs listed in Minnesota Statutes, Section 181.953, Subd. 1, to detect the presumptive presence of a drug, drug metabolite or alcohol in a sample.

2.8 “JOB APPLICANT” means a person who applies to become an Employee of the City of South Saint Paul, and includes a person who has received a job offer made contingent on the person passing drug and alcohol testing.

2.9 “POSITIVE TEST RESULT” means a finding of the presence of drugs, alcohol, or their metabolites in the sample tested in levels at or above the threshold detection levels contained in the standards of one of the programs listed in Minnesota Statutes, Section 181.953, Subd. 1.

2.10 “REASONABLE SUSPICION” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts. A second person shall confirm a reasonable suspicion in all cases.

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

ARTICLE 3. EMPLOYEE REQUIREMENTS.

3.1 No Employee will be under the influence of any drug or alcohol while the Employee is on duty except to the extent authorized by a valid medical prescription.

3.2 An Employee will notify the Employer in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Employer will notify the appropriate federal agency of such conviction within ten (10) days of receiving notice from the Employee.

ARTICLE 4. DRUG AWARENESS PROGRAM.

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

4.2 Employees who are in recovery are protected under Americans With Disabilities Act (ADA).

ARTICLE 5. PERSONS SUBJECT TO TESTING.

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

5.2 JOB APPLICANTS.

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

ARTICLE 6. CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING.

6.1 REASONABLE SUSPICION TESTING

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

6.1.1 is under the influence of drugs or alcohol

6.1.2 is under the influence of drugs or alcohol and has sustained bodily harm or has caused another person to die or sustain substantial bodily harm as that term is defined in Minnesota Statues 609.02, Subd. 7a; or

6.1.3 is under the influence of drugs or alcohol and has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident resulting in total property damage exceeding $2,000; or

6.1.4 has discharged a firearm other than

(a) on a target range, or
(b) while conducting authorized ballistics test, or
(c) as authorized by the City of South Saint Paul.
6.2 OTHER TESTING
The Employer will permit an Employee who has requested a drug and alcohol test to undergo testing in accordance with the procedures established by this agreement at the employee’s expense.

6.3 RANDOM TESTING is prohibited unless required by statute.

ARTICLE 7. REFUSAL TO UNDERGO DRUG OR ALCOHOL TESTING.

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

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

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

ARTICLE 8. PROCEDURE FOR TESTING.

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

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

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

8.4 CHAIN OF CUSTODY.
A written record of the chain of custody of the sample which conforms to the rules under M.S.A. Section 181.953 will be maintained. In addition, the written record will include a signature of each person accepting transfer of the same and the date and time of the transfer.
8.5 LABORATORY.
All drug and alcohol testing will use the services of a testing laboratory qualifying under Minnesota Statutes Section 181.953; however, no test will be conducted by a testing laboratory owned and/or operated by the City of South Saint Paul.

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

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

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

<table>
<thead>
<tr>
<th>DRUG</th>
<th>SCREENING TEST</th>
<th>CONFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamines</td>
<td>1,000 ng/ml Amphetamine</td>
<td>500 ng/ml GC-MC</td>
</tr>
<tr>
<td>Barbiturates</td>
<td>300 ng/ml Barbiturate</td>
<td>1,000 ng/ml GC-MS</td>
</tr>
<tr>
<td>Benzodiazepine</td>
<td>300 ng/ml Oxazepam</td>
<td>1,000 ng/ml GC-MS</td>
</tr>
<tr>
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<td>100 ng/ml Delta-THC</td>
<td>15 ng/ml GC-MS</td>
</tr>
<tr>
<td>Cocaine</td>
<td>300 ng/ml Metabolite</td>
<td>150 ng/ml GC-MS</td>
</tr>
<tr>
<td>Narcotics</td>
<td>300 ng/ml Morphine</td>
<td>300 ng/ml GC-MS</td>
</tr>
<tr>
<td>PCP</td>
<td>25 ng/ml PCP</td>
<td>25 ng/ml GC-MS</td>
</tr>
<tr>
<td>Alcohol</td>
<td>0.04 (Breathalyzer)</td>
<td>0.04 (Blood Alcohol)</td>
</tr>
</tbody>
</table>

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

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

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

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

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

8.9.5 The right not to be disciplined if the outcome of the confirmatory or confirmatory retest is negative.

8.9.6 The right not to be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the Employee or job applicant was under an affirmative duty to provide the information before, upon, or after hire.

8.9.7 The right to access the information in their personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process including conclusions drawn from and actions taken based on the reports or other acquired information.

8.9.8 The right of an Employee or a job applicant, who has received a job offer made contingent on the applicant passing drug and alcohol testing, to not have the offer withdrawn based on a positive test result from an initial screening test that has not been verified by a confirmatory test.

ARTICLE 9. ACTION AFTER TEST.

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

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

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

When undergoing treatment and evaluation, employees shall receive the usual compensation and fringe benefits provided at their assigned position provided the
Employee is using available accumulated leave. If the Employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program as evidence by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program, and alcohol or drug abuse prevents the Employee from performing the essential functions of the job in question or constitutes a direct threat to property or the safety of others or otherwise constitutes a bona fide occupational qualification, the Employer may recommend to the City that the Employee may be discharged from employment.

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

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

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

ARTICLE 10. DATA PRIVACY.

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

ARTICLE 11. APPEALS PROCEDURE.

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

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

11.1.2 NON-VETERANS ON PROBATION.
An Employee who has not completed the probationary period and who is not a veteran has no right of appeal.

11.1.3 VETERANS.
An Employee who is a veteran has the right to appeal (a) through the grievance/arbitration procedure included in the Collective Bargaining Agreement, regardless of status with respect to the probationary period; and (b) any additional rights under the Veterans Preference Act, Minn. Stat. 197.46.
11.2 All notices of appeal not covered under the Collective Bargaining Agreement must be submitted in writing to the City Administrator, who will schedule the appropriate hearing.

11.3 An Employee who is covered by the Collective Bargaining Agreement may see relief under the terms of that Agreement by contacting the Union and initiating grievance procedures.

ARTICLE 12. EMPLOYEE RIGHTS.

12.1 The Employee has the right to Union representation during any step(s) of the drug and alcohol testing procedure.

12.2 The Employee has the right to refuse any overtime, callback, or workback, when the Employee feels she/he may violate this D.A.T.A.

ARTICLE 13. GOOD FAITH EFFORT.

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