

**LABOR AGREEMENT BETWEEN**  
**THE CITY OF INVER GROVE HEIGHTS, MN**  
**AND**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**  
**EMPLOYEES, COUNCIL No. 5, AFL-CIO – LOCAL #1065**

**JANUARY 1, 2023 – DECEMBER 31, 2024**

## TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
Article 1	Purpose of Agreement	2
Article 2	Recognition	2
Article 3	Definitions	2
Article 4	Union Security	3
Article 5	Employer Authority	4
Article 6	Grievance Procedure	5
Article 7	Discipline	7
Article 8	Orientation Period	7
Article 9	Lay Off	8
Article 10	Work Schedules, Work Breaks & Remote Work	8
Article 11	Wages	9
Article 12	Overtime	9
Article 13	Call Back, Remote Response & On-Call Pay	10
Article 14	Working Out of Classification	10
Article 15	Holidays	10
Article 16	Personal Leave	11
Article 17	Vacation Leave	12
Article 18	Paid Parental Leave	12
Article 19	Funeral Leave	13
Article 20	Jury Duty	13
Article 21	Leave of Absence	13
Article 22	Insurance	14
Article 23	Clothing & Boot Allowance	14
Article 24	Education Benefit	14
Article 25	Post-Employment Health Care Savings Plan	15
Article 26	Meet & Confer	15
Article 27	Job Postings & AFSCME Position Vacancies	15
Article 28	Drug & Alcohol Testing	16
Article 29	Background Checks	16
Article 30	Waiver	16
Article 31	No Strike	16
Article 32	Savings Clause	17
Article 33	Duration	17
Appendix A	2023 Wage Table	18
Appendix B	2024 Wage Table	20
Appendix C	2023 Health Insurance Costs & Contributions	22
Appendix D	MOU on Work Schedules for Select Positions	

## **ARTICLE 1. PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the City of Inver Grove Heights, hereinafter called the EMPLOYER, and the American Federation of State, County and Municipal Employees, Council No. 5, hereinafter called the UNION.

The intent and purpose of this AGREEMENT is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the 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.

## **ARTICLE 2. RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative of an appropriate bargaining unit consisting of all clerical, technical and professional employees of the City of Inver Grove Heights, Minnesota, who are public employees within the meaning of M.S. 179A.03 Subd. 14, excluding supervisory, confidential and maintenance employees.
- 2.2 Only individuals occupying positions referenced in 2.1 and designated as "full-time" or "part-time" by the EMPLOYER in the Classification Plan shall be covered by the provisions of this agreement in its entirety. Temporary/Seasonal positions defined by MN Statute 179A.03 Subd. 14(a)(5) are not part of this bargaining unit.

## **ARTICLE 3. DEFINITIONS**

- 3.1 **BASE PAY RATE:** The EMPLOYEE's hourly pay rate exclusive of any other special allowance.
- 3.2 **EMPLOYEE:** A person who has completed the orientation period with the EMPLOYER and has been granted regular employment status and/or is a member of the exclusive recognized bargaining unit.
- 3.3 **EMPLOYEE SENIORITY:** Employee seniority is defined as the length of employment with the EMPLOYER. Job classification seniority is the length of service in a job classification or related classification covered by this agreement. Seniority shall be forfeited when an EMPLOYEE separates from City employment.
- 3.4 **EMPLOYER:** The City of Inver Grove Heights, or its designee.
- 3.5 **FULL-TIME EMPLOYEE:** An employee who has completed the orientation period, works a 40-hour week, and is hired for a non-specific duration by the EMPLOYER.
- 3.6 **JOB CLASSIFICATION SENIORITY:** Length of service in a job classification covered by this AGREEMENT.

- 3.7 RECLASSIFICATION: A reclassification or change in classification of an individual position by raising it to a higher class, reducing it to a lower class, or moving it to another class at the same level on the basis of a significant change in responsibility of the work performed in such a position.
- 3.8 UNION: American Federation of State, County and Municipal Employees, Council No. 5.
- 3.9 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees, Council No. 5.
- 3.10 NON-BENEFITED PART-TIME WORKER: A non-benefited part-time worker is a person employed to work year-round, less than 1,040 hours per calendar year, and more than 67 workdays and fourteen (14) hours per week. Non-benefited part-time workers do not include employees exempted from the 67-day requirement due to their student status by MS 179A.03 Subd. 14(a)(6). Non-benefitted part-time workers shall not be eligible for personal leave, vacation leave, funeral leave, holiday pay or health insurance benefits.
- 3.11 BENEFITED PART-TIME WORKER: A benefited part-time worker is a person employed to work year-round at least 20 hours per week, but less than 40 hours per week, and who works on a regular schedule whose position is continuing on a regular basis. Benefited part-time workers are eligible for personal leave, vacation leave, funeral leave, holiday pay and health insurance benefits.

#### **ARTICLE 4. UNION SECURITY**

- 4.1 The EMPLOYER shall deduct from the wages of EMPLOYEES, who authorize such a deduction in writing, an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.
- 4.2 The UNION may designate certain EMPLOYEES from the bargaining unit to act as stewards and shall notify the EMPLOYER, in writing, when elected officials are chosen.
- 4.3 The EMPLOYER shall notify the UNION and the UNION President of the names, addresses, division, job classifications and rates of pay of all new EMPLOYEES covered by this AGREEMENT on a quarterly basis and as EMPLOYEES are newly hired, promoted, or reclassified. EMPLOYER shall notify UNION when there is a new hire employee orientation, so that if possible, the UNION representative would be able to meet with the new EMPLOYEE at the time of orientation.
- 4.4 The EMPLOYER shall make space available on the EMPLOYEE bulletin board for posting UNION notices and announcements.
- 4.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgements 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.
- 4.6 The EMPLOYER acknowledges the right of the UNION EMPLOYEES to convene for the purpose of conducting UNION meetings during the UNION EMPLOYEE's rest breaks, meal break, and before or after working hours; work schedules permitting.

## ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 Except as explicitly limited by a specific provision of this AGREEMENT, the EMPLOYER shall have the exclusive right to take action it deems appropriate in the management of the City and the direction of the workforce in accordance with its judgment. All inherent statutory and common law management functions and prerogatives which the EMPLOYER has not expressly modified or restricted by specific provision of this AGREEMENT are retained and vested exclusively with the EMPLOYER. The EMPLOYER shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In addition, the EMPLOYER specifically reserves the exclusive right in accordance with its judgment to hire, promote, transfer, and assign EMPLOYEES to work; determine the starting and quitting time and the number of hours and days to be worked; maintain the efficiency of EMPLOYEES, close down buildings or any part thereof or expand, reduce, alter, combine, transfer or cease any job, department, operation or service; subcontract any work done by the EMPLOYEES; control and regulate the use of equipment and other property of the EMPLOYER; determine the number, location and operation of buildings, and divisions and departments thereof; the assignment of work and the size and composition of the work force; make or change rules and policies; introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City; and direct the EMPLOYEES except as expressly modified or restricted by specific provision of this AGREEMENT. The EMPLOYER'S non-exercise of any function hereby reserved to it or its exercising any such function in a particular way shall not be deemed a waiver of its right to exercise such function or to preclude the EMPLOYER from exercising the same in some other way not in conflict with the express provisions of this AGREEMENT. The UNION agrees that it shall not establish or attempt to enforce upon the EMPLOYER or any EMPLOYEE, any rule or regulation which would interfere with the recognized right of management to carry out the foregoing provisions.
- 5.2 Effect of Laws, Rules and Regulations. The UNION recognizes that all EMPLOYEES covered by this Agreement shall perform the services prescribed by the EMPLOYER and shall be governed by the laws of the State of Minnesota, and the EMPLOYER rules, regulations, directives, and orders, issued by properly designated officials. The UNION also recognizes the right, obligation and duty of the EMPLOYER and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary by the EMPLOYER insofar as such rules, regulations, directives and orders do not conflict with the express terms of this AGREEMENT.
- 5.3 Reservation of Management Rights. The enumeration of the rights and duties of the EMPLOYER in this agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this AGREEMENT are reserved to the EMPLOYER.

## ARTICLE 6. GRIEVANCE PROCEDURE

- 6.1 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.
- 6.2 Union Representatives. The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated, as provided by ARTICLE 4.2 of this AGREEMENT.
- 6.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal 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 programs of the EMPLOYER.
- 6.4 Procedure. Grievances, as defined in Article 6, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE or the UNION claiming a violation concerning the interpretation or application of the AGREEMENT shall, within fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the EMPLOYEE's supervisor as designated by the EMPLOYER with UNION representation. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within seven (7) business 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 provisions of the AGREEMENT allegedly violated, the remedy requested and shall be appealed to Step 2 within seven (7) business 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 seven (7) business days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER's Step 2 answer in writing within seven (7) business days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within seven (7) business days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within seven (7) business 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.

- 6.5 All grievances shall be presented in writing and contain the following elements:
- 6.5.1 Name of the aggrieved EMPLOYEE.
  - 6.5.2 Reference to the specific portion of the AGREEMENT at issue in the grievance.
  - 6.5.3 The nature of the grievance.
  - 6.5.4. Requested action of the EMPLOYER to resolve the grievance.
- 6.6 Waiver. If a grievance is not presented within the time limit 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 upon 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 limit, 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 at each step.
- 6.7 The arbitrator shall be empowered, except as his/her powers are limited below, to make a final binding decision in case of alleged violation of rights expressly accorded by this AGREEMENT. Limitations on the power of the arbitrator are as follows:
- 6.7.1 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this AGREEMENT.
  - 6.7.2 The arbitrator shall have no power to establish or change the wage rates or change or establish any fringe benefits.
  - 6.7.3 The arbitrator shall have no power to decide any question, which under this agreement, is within the right of management to decide, which shall include, but are not limited to such areas of discretion of policy as the functions and programs of the EMPLOYER, its overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel, except as these rights may be especially conditioned by this AGREEMENT.
  - 6.7.4 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be equally shared.
  - 6.7.5 Election of Remedies. It is specifically understood that any matters governed by statutory provisions or personnel policies 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 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. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, or Minn. Stat. 363A.01, an

EMPLOYEE pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

#### **ARTICLE 7. DISCIPLINE**

- 7.1 Discipline will be in one of the following forms:
- (a) oral reprimand
  - (b) written reprimand
  - (c) suspension
  - (d) demotion; or
  - (e) discharge.
- 7.2 Suspensions, demotions and discharges will be in written form and given to the EMPLOYEE as soon as practicable.
- 7.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of the EMPLOYEE's personnel file shall be read and acknowledged by the signature of the EMPLOYEE. The EMPLOYEE and the UNION will receive a copy of such reprimands and/or notices.
- 7.4 EMPLOYEES may examine their own individual personnel file at reasonable times under the direct supervision of the EMPLOYER.
- 7.5 If no disciplinary action is taken against an EMPLOYEE for twenty-four (24) months following a written reprimand, all records of such written disciplinary action shall be considered inactive and removed from the EMPLOYEE's personnel file. Such records shall be maintained for record-keeping purposes only in a separate file.

#### **ARTICLE 8. ORIENTATION PERIOD**

- 8.1 All newly hired or rehired full-time or part-time EMPLOYEES will serve a one (1) year orientation period.
- 8.2 All promoted EMPLOYEES will serve a six (6) month orientation period in any job classification in which the EMPLOYEE has not served an orientation period.
- 8.3 At any time during the orientation period, a newly hired or rehired EMPLOYEE may be terminated at the sole discretion of the EMPLOYER.
- 8.4 Orientation EMPLOYEES may utilize accrued personal and vacation leave during the orientation period.
- 8.5 EMPLOYEES placed on layoff or an approved leave of absence prior to the completion of their orientation period may have their orientation extended for a period of time equal to the



duration of the layoff or approved leave of absence. The EMPLOYER shall provide written notice of the extension to the EMPLOYEE and the UNION on or before the date the layoff or approved leave of absence begins. Upon the EMPLOYEE's return from the layoff or approved leave of absence, the EMPLOYER shall notify the EMPLOYEE and the UNION, in writing, of the balance of remaining time required to complete the orientation period.

#### **ARTICLE 9. LAY OFF**

- 9.1 The City Council, upon the recommendation of the City Administrator, may lay off an EMPLOYEE whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position or because of changes in organization. Two (2) weeks' advance written notice shall be given. EMPLOYEES shall be laid off on the basis of job classification seniority, and the least senior EMPLOYEE in the impacted classification shall be laid off first. No full-time EMPLOYEE shall be laid off while there are temporary or part-time EMPLOYEES serving the same class of positions for which a full-time EMPLOYEE is qualified, eligible and available. A non-probationary EMPLOYEE will be given absolute preference over an EMPLOYEE in the orientation period.
- 9.2 EMPLOYEES laid off by the EMPLOYER shall retain recall rights for a period of one (1) year. Upon notice of recall, an EMPLOYEE must, within fifteen (15) days, advise acceptance or refusal of recall in writing. Notice of recall shall be by certified mail / return receipt request. Recall notice shall be sent to the EMPLOYEE's last known address.

#### **ARTICLE 10. WORK SCHEDULES, WORK BREAKS & REMOTE WORK**

- 10.1 The sole authority in work schedules is the EMPLOYER. The normal workday for an EMPLOYEE shall be eight (8) hours. The normal work week shall be forty (40) hours, Monday through Friday, provided; however, that nothing contained herein shall be construed as a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.
- 10.2 Service to the public may require the establishment of regular work schedules for some EMPLOYEES on a daily, weekly, seasonal or annual basis other than the normal day. The EMPLOYER will give four (4) workdays advance notice of workdays different from the EMPLOYEE's normal workday.
- 10.3 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 needs to be given. Each EMPLOYEE has a responsibility to work overtime or call backs if requested, unless unusual circumstances prevent the EMPLOYEE from so working.
- 10.4 EMPLOYEES will be provided a fifteen (15) minute paid rest break for each four (4) hours of work and one (1) unpaid meal break during each eight (8) hour or longer shift.
- 10.5 Remote work can be a permanent or temporary assignment of duties outside the office setting and can include a hybrid schedule (combination of office and remote work). The City has sole discretion to determine which positions are appropriate for remote work and reserves the right to identify positions where work cannot be performed on a remote basis and exempt those positions from the ability to work remotely.

- 10.6 EMPLOYEES may request and supervisors will give due consideration to flexible scheduling arrangements, which include workdays of varying lengths and/or start and end times, provided the schedules do not result in the payment of overtime.

#### **ARTICLE 11. WAGES**

- 11.1 It is understood that the wage rates established pursuant to this AGREEMENT have been arrived at between the parties recognizing the fact that no special supplemental forms of compensation, such as longevity pay or educational incentive pay, are provided EMPLOYEES. The parties recognize that the base wage provided for in this AGREEMENT is a more equitable way of compensating EMPLOYEES than through the use of special supplemental forms of compensation, such as longevity pay or educational incentive pay, and the wage rates established hereby recognize this understanding.
- 11.2 Job classifications and applicable wage rates are set forth in Appendix A for year 2023 and Appendix B for year 2024.

#### **ARTICLE 12. OVERTIME**

- 12.1 Hours worked in excess of an EMPLOYEE's scheduled shift or more than forty (40) hours within a seven (7) day period will be compensated at one and one-half (1 ½) times the EMPLOYEE's base pay rate OR the hours worked in excess of the EMPLOYEE's scheduled shift may be taken as compensatory time at one and one-half (1 ½) times in hours accrued. At the EMPLOYEE's option, overtime hours shall be paid through regular payroll or assigned to a compensatory bank. EMPLOYEES shall elect whether all overtime hours earned in a day shall be paid through regular payroll or assigned to a compensatory bank. This decision shall be recorded on the timesheet each pay period. Compensatory time used shall receive advance approval from the Supervisor.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hour worked.
- 12.4 Personal leave, vacation leave, and holidays shall be counted as time worked for the purposes of calculating overtime pay.
- 12.5 An EMPLOYEE may accrue up to forty (40) hours of compensatory time, which represents not more than 26.67 hours of actual overtime worked. The EMPLOYER shall determine/approve the maximum amount of compensatory time taken within a given time period. Compensatory time must be utilized in the same calendar year it was accrued and may not transfer from one year to another. Upon resignation or the end of the calendar year, accrued compensatory time will be paid to the EMPLOYEE in a lump sum.

### **ARTICLE 13. CALL BACK, REMOTE RESPONSE, & ON-CALL PAY**

- 13.1 Call Back Pay: An EMPLOYEE called in for work at a time other than the EMPLOYEE's scheduled shift, or while an EMPLOYEE is not in an on-call status period (such as 13.3), will be compensated for a minimum of two (2) hours' pay at one and one half (1 ½) times the EMPLOYEE's base pay rate. An extension of an EMPLOYEE's scheduled shift or an early report to an EMPLOYEE's scheduled shift does not qualify as a call back.
- 13.2 Remote Response Pay: An EMPLOYEE who resolves a work-related issue during non-business or non-scheduled work hours, with a supervisor's approval and without physically coming into the City premises (e.g. office, facilities, or property), will be compensated at a minimum of fifteen (15) minutes at one and one-half (1 ½) times the EMPLOYEE's base pay rate for resolving those issues from a remote location, or the actual time spent, whichever is greater. Remote Response Pay under this article does not apply during periods of remote work assigned/approved by management, as defined in Article 10.5, and/or in accordance with any applicable City Telework Policy.
- 13.3 On-Call Pay: An EMPLOYEE specifically designated as in an "on-call" status shall be paid at a rate of four (4) hours at one and one-half (1 ½) times the rate of pay for each on-call period. An on-call period is defined as a maximum of 48 continuous hours in duration. EMPLOYEEs, when designated for on-call status, are required to restrict their whereabouts to the extent that they are required to leave word at their home or with their supervisor where they can be reached and be in a position to return to work immediately when called. Additionally, if an EMPLOYEE is called back to work during the on-call period, the EMPLOYEE shall also be paid at one and one-half (1 ½) times the rate of pay for the hours actually worked at the designated work location.

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

- 14.1 Any EMPLOYEE working in an out-of-class assignment for three (3) consecutive days or on a non-consecutive basis within a 30-day period shall be paid at the starting rate of the higher job classification, or if the EMPLOYEE's regular pay is above the starting rate, placement will be at the corresponding next highest step in the out of class range; however, in no case shall the EMPLOYEE receive less than \$3.00 per hour additional. For the purpose of this Article, an out-of-class assignment is defined as an assignment of an EMPLOYEE to perform significant duties and responsibilities of a position different from the EMPLOYEE's regular position and which is in a higher classification. The EMPLOYEE will be paid at the higher rate only for the hours worked performing the duties of the out-of-class position, unless the full responsibilities and duties of the higher class have been assigned. It shall be the EMPLOYEE's responsibility to log the out-of-class hours worked.

### **ARTICLE 15. HOLIDAYS**

- 15.1 Holiday leave is authorized absence from duty with pay granted to all regular full-time EMPLOYEEs. All regular full-time EMPLOYEEs will be eligible to receive eight (8) hours of pay for the following official holidays:

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Memorial Day  
Independence Day

Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Good Friday and Christmas Eve will be one-half day (four (4) hour) holidays. In the event a holiday falls on a Saturday, the preceding day shall be a holiday. If the holiday falls on a Sunday, the following day shall be a holiday. In the event Christmas Eve falls on a Saturday, the preceding Thursday shall be a one-half day (four (4) hours) Christmas Eve holiday; in the event Christmas Day falls on Sunday or Monday, the preceding Friday will be a one-half day (four (4) hours) Christmas Eve holiday.

- 15.2 EMPLOYEES who work on a Holiday listed in Article 15.1 shall receive one and one-half (1 ½) times their pay for all hours worked on a Holiday in addition to Holiday pay. EMPLOYEES who work on Thanksgiving Day, Christmas Day or New Year's Day, will receive two (2) times their pay for all hours worked, in addition to Holiday pay. EMPLOYEES working on Christmas Eve will receive two (2) times their pay for all hours worked beyond four (4) regular hours, in addition to four (4) hours of Holiday pay. If Christmas Day or New Year's Day fall on a Saturday or Sunday, EMPLOYEES will receive three (3) times their pay for all hours worked.
- 15.3 All full-time EMPLOYEES will be eligible to receive eight (8) hours of holiday leave, to be known as a floating holiday, which shall be taken at a time mutually agreed upon by the EMPLOYEE and EMPLOYER. A floating holiday shall not be scheduled to pyramid with another holiday. A floating holiday must be used the year received or it will be lost.
- 15.4 All regular part-time EMPLOYEES will be eligible to receive pro-rata pay for designated holidays. Pro rata holidays shall be paid based on the EMPLOYEE'S scheduled number of hours on the day the holiday is observed.
- 15.5 The EMPLOYER shall issue a list of the recognized holidays and the dates on which they will be observed in December of the year prior to when the holidays will be observed.
- 15.6 Exceptions to this Article are addressed in Appendix D, Memorandum of Agreement.
- 15.7 If at any time during the duration of this contract, the State of Minnesota designates by statute Juneteenth (June 19) as a state holiday, it shall be added to the list of City recognized holidays. If Juneteenth is designated as a state holiday during the 2023 calendar year, but after the date of June 19 has passed, employees shall receive a one-time-only, additional floating holiday (8 hours) to be used prior to December 31, 2023.

#### **ARTICLE 16. PERSONAL LEAVE**

- 16.1 Use of Personal Leave. The EMPLOYER shall not require an EMPLOYEE to give a reason as a condition for approving the use of personal leave; however, to the extent possible, prior approval for the requested personal leave should be obtained in consideration of employee coverage needs of the division/department. Personal leave may be refused by the EMPLOYER, except in cases of necessity, as determined by law.

16.2 Personal Leave Schedule.

<b>Continuous Years of Service</b>	<b>Hours of Leave Accrual per Year</b>
0 through End of 3 Years	60
Beginning of 4 Years through end of 6 Years	72
Beginning of 7 Years through end of 10 Years	84
Beginning of 11 Years or More	96

16.3 EMPLOYEES subject to shift schedules that are eligible for accrual and use of personal leave may request personal leave three (3) calendar days in advance of the initial date(s) of the leave. The personal leave request shall require the advance approval of the EMPLOYER.

16.4 Part-time EMPLOYEES shall be eligible for personal leave on a pro rata basis, i.e. hours of work as related to benefit schedules for full-time employment.

**ARTICLE 17. VACATION LEAVE**

17.1 Regular full-time EMPLOYEES shall accrue paid vacation according to the following schedule:

<b>Continuous Years of Service</b>	<b>Hours of Leave Accrual Per Year</b>
0 through End of 5 Years	80
Beginning of 6 Years through End of 8 Years	120
Beginning of 9 Years through End of 12 Years	144
Beginning of 13 Years through End of 17 Years	168
Beginning of 18 Years to 22 Years	192
Beginning of 23 Years and Above	208

17.2 Regular full-time EMPLOYEES may accrue vacation leave to a maximum of 280 hours.

17.3 Part-time EMPLOYEES shall be eligible for pro-rated vacation leave.

17.4 Vacation leave may be used as earned, provided that the supervisor and/or department head shall determine the time at which vacation leave may be taken. No EMPLOYEE shall be permitted to take vacation leave in advance of accrual, except as provided for in Section 17.5 of this Article. Vacation leave shall accrue during an EMPLOYEE's orientation period.

17.5 Injury on Duty. Upon utilization of all accrued personal leave or vacation leave, an EMPLOYEE who is awaiting a determination on a Worker's Compensation claim may "borrow" future personal leave and/or vacation leave in an amount equal to time absent from work. Borrowing shall occur until such time as a claim determination is made.

**ARTICLE 18. PAID PARENTAL LEAVE**

18.1 For calendar years 2023 and 2024 only, the EMPLOYER shall provide two-weeks of paid leave to any eligible employee upon the birth or adoption of a child, without deduction from the employee's accrued vacation or personal leave time. To be eligible, the employee must be a full-time or benefit-eligible part-time employee who has successfully completed the orientation

period. The two weeks shall equal 80 hours of paid leave for full-time employees and a pro-rated amount for part-time employees, based on their regularly assigned work schedule. The paid leave may be taken intermittently, in increments of no less than four hours (or one-half of the employee's typical workday) at a time. The paid leave must be used simultaneously with FMLA and/or Parenting Leave, to the extent the employee is eligible for such forms of leave. The paid leave must be used within the first twelve-months following the birth or adoption of a child. Employees shall give their supervisor reasonable notice of the desire for and intended timing of such leave.

#### **ARTICLE 19. FUNERAL LEAVE**

- 19.1 Up to a maximum of three (3) days of funeral leave with pay may be used for a death in the EMPLOYEE's immediate family.
- 19.2 Immediate family is defined as the EMPLOYEE's spouse or domestic partner, or the following kin of either the EMPLOYEE or the EMPLOYEE's spouse or domestic partner: children, mother, father, sister, brother, grandchildren or grandparents, or any of the above step or in-law relations.
- 19.3 Funeral leave is not charged against other leaves, such as personal or vacation leave.

#### **ARTICLE 20. JURY DUTY**

- 20.1 **Leave with Pay:** Any full-time EMPLOYEE or EMPLOYEE in the orientation period who is required to serve as a juror or who is under subpoena as a witness in court shall be granted leave with pay while serving in such capacity, contingent upon the EMPLOYEE submitting documentation to the City of the fees or per diems received for such services.
- 20.2 **Travel Time:** When not actively serving on the jury or not traveling to or from the court during working hours, the full-time EMPLOYEE or EMPLOYEE in the orientation period shall be at work. In those instances where a change of clothes is involved, additional time will be allowed for such purpose.
- 20.3 **Part-Time EMPLOYEES:** Part-time EMPLOYEES shall be granted leave with pay while service in such capacity only for those hours previously scheduled which directly conflict with the jury duty as described in 20.1 of this section, contingent upon the EMPLOYEE submitting documentation to the City of the fees or per diems received for such services.

#### **ARTICLE 21. LEAVES OF ABSENCE**

- 21.1 EMPLOYEES desiring an unpaid leave of absence may apply for such leave. The granting of such leave is at the sole discretion of the EMPLOYER, however, if such leave is reasonable, it will be given due consideration.

## **ARTICLE 22. INSURANCE**

- 22.1 All eligible full-time and part-time benefited EMPLOYEES shall be offered participation in the EMPLOYER's health insurance program. An eligible EMPLOYEE is defined as an individual considered a full-time and/or part-time benefited EMPLOYEE under Article 3 of this contract.
- 22.2 In 2023, the EMPLOYER shall contribute toward the cost of health insurance in accordance with the amounts and provisions of Appendix C. The EMPLOYER and the UNION agree to a re-opening of this Article only for the purpose of agreeing upon EMPLOYER contributions toward the cost of health insurance for calendar year 2024.
- 22.3 Regular part-time EMPLOYEES are eligible for benefits in a dollar amount pro-rated to the nearest quarterly equivalent of their actual hours of work at the time of employment.
- 22.4 The EMPLOYER will select and provide EMPLOYEE with:
- a. Long Term Disability Insurance in the amount of 66 2/3 percent of monthly pay subject to the conditions and terms outlined in the plan provisions;
  - b. Accidental Death and Dismemberment Insurance subject to the terms and conditions outlined in the plan provisions; and
  - c. Life Insurance in the amount of one (1) times the EMPLOYEE's annual base wage.

## **ARTICLE 23. CLOTHING & BOOT ALLOWANCE**

- 23.1 The CSO shall receive a clothing allowance of \$350.00 per calendar year.
- 23.2 The City will pay \$275.00 per calendar year for the purchase of one pair of work safety boots for the Engineering Technicians, Senior Engineering Technicians, Combination Inspectors, Senior Combination Inspectors, Environmental Resource Technician, GIS Technician, GIS Technician II, GIS Specialist, VMCC Operations Worker, Code Compliance Coordinator and the Custodian II.

## **ARTICLE 24. EDUCATION BENEFIT**

- 24.1 The EMPLOYER hereby establishes the following guidelines for the paying of tuition to City EMPLOYEES for outside training at colleges, universities, correspondence schools, and various short courses.
- 24.2 Approval of Courses: Course work must be related to the applicant's present position or be for the 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.
- 24.3 In order for EMPLOYEES to be eligible for tuition reimbursement, they: (1) must take an approved course, (2) receive a passing grade in the course, (3) have had the prior approval of their Supervisor and Department Head, (4) tuition payment must be a budgeted item.

24.4 The tuition reimbursement cost shall be paid up to \$3,000 per year, if budgeted.

#### **ARTICLE 25. POST-EMPLOYMENT HEALTH CARE SAVINGS PLAN**

25.1 The City will implement the Minnesota State Retirement System Post Employment Health Care Savings Plan (HCSP) which allows EMPLOYEES to save money on a pre-tax basis to pay medical expenses and/or health insurance premiums after termination of public service. EMPLOYEES will be able to choose among several different investment options provided by the State Board of Investment. Assets in the program will accumulate tax-free. This plan is pursuant to Minnesota Statutes 352.98.

All provisions of this plan will be determined by the Minnesota State Retirement System and an EMPLOYEE will deal directly with the State Retirement System on all account matters. The City's responsibility will be to process the initial EMPLOYEE enrollment in the plan and to forward the appropriate EMPLOYEE contributions.

Year-End Conversion of Personal Leave: All EMPLOYEES in this group whose accumulation of personal leave has exceeded sixty (60) days will exchange the cash value of up to ten (10) days for deposit into their HCSP account. This deposit will occur annually in the month of December at a time to be determined by the Finance Department.

Conversion of Personal Leave Upon Termination or Retirement: For those EMPLOYEES who qualify to receive personal leave pay upon terminating from the City, those that have less than 20 years of service will have 50% of the value of the leave deposited in their individual HCSP account at the time of termination. Those who have more than 20 years of service will have 100% deposited in their individual HCSP account.

#### **ARTICLE 26. MEET & CONFER**

26.1 Meet and Confer. The UNION and Management shall meet as timely as possible to discuss new positions, wages, and working conditions. The City will notify the recognized EMPLOYEE UNION of any new position(s) that would be considered within the respective bargaining unit and discuss the new position(s) prior to implementation. The parties will meet and confer in an attempt to reach negotiated agreement on wages and benefits prior to the addition of any new position(s) to the bargaining unit.

#### **ARTICLE 27. JOB POSTINGS & AFSCME POSITION VACANCIES**

27.1 Job Postings: City job postings will be sent electronically to all employees that are part of the City's e-mail contact list.

27.2 Vacancies within the bargaining unit may be filled based on internal transfer or promotion, provided that EMPLOYEES have the necessary qualifications to meet the standards of the job vacancy and have the ability to perform the duties and responsibilities of the job vacancy.



## **ARTICLE 28. DRUG & ALCOHOL TESTING**

28.1 EMPLOYEES are required to abide by and comply with the Drug and Alcohol Testing Policy as adopted by the City Council. Any changes to the policy shall be negotiated with the UNION except as such change is required by law or other authority.

## **ARTICLE 29. BACKGROUND CHECKS**

29.1 The EMPLOYER may from time to time conduct a full BCA background check on those EMPLOYEES defined as "children's service workers" in MN Statutes 299C.61.

## **ARTICLE 30. WAIVER**

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

30.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waive the right to meet and negotiate 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 or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

30.3 Either party desiring to terminate or modify this contract must notify the other party in writing at least thirty (30) but not more than sixty (60) days prior to December 1, 2024 for wages and conditions of employment for calendar year 2025 or beyond. A notice of desire to modify this contract shall set forth specifically all proposed modifications sought by the party and all clauses of this contract for which no modification is sought shall be renewed automatically.

30.4 The EMPLOYER and the UNION agree that this Agreement contains all of the terms and conditions of employment which have been arrived at and that the EMPLOYER shall not be obligated to provide or maintain any terms of conditions of employment not provided herein.

## **ARTICLE 31. NO STRIKE**

31.1 There shall be no strikes, stoppages, slowdowns, picketing or other interference with the operation of the EMPLOYER (all of which are hereafter referred to as "strikes"). A strike shall mean concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or the absence in whole or in part from the full, faithful and proper performance of the duties of employment. No officer or representative of the UNION shall authorize, instigate, aid or condone any strike, and no EMPLOYEE shall participate in any strike.

The foregoing provisions shall not constitute grounds on which demand may be made for arbitration.

- 31.2 Any EMPLOYEE who violates the provisions of this Article shall have his/her employment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the EMPLOYEE. An EMPLOYEE who is absent from any portion of his/her work assignment without permission or who abstains wholly or in part from the full performance of his/her work duties without permission from his/her EMPLOYER on the date or dates when a strike occurs is presumed to have engaged in a strike on such date or dates. EMPLOYEES who violate the provisions of this Article may, subsequent to such violation, be employed or reemployed, but the EMPLOYEE shall be on probation for two (2) years with respect to tenure of employment.
- 31.3 No EMPLOYEE shall be entitled to any daily pay, wages or per diem for the days on which he/she engaged in a strike.

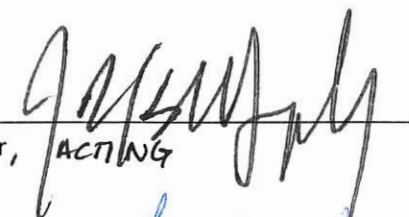
**ARTICLE 32. SAVINGS CLAUSE**

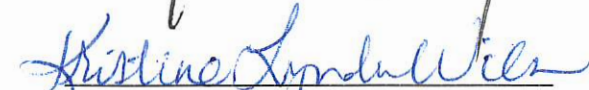
- 32.1 This AGREEMENT is subject to law. In the event any provision of this AGREEMENT shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision shall be renegotiated at the written request of either party.

**ARTICLE 33. DURATION**

- 33.1 This AGREEMENT shall be effective as of January 1, 2023 and shall remain in full force and effect through December 31, 2024.

**FOR THE CITY OF INVER GROVE HEIGHTS**

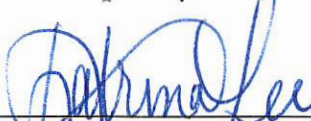
  
\_\_\_\_\_  
Mayor, ACTING

  
\_\_\_\_\_  
City Administrator

Date: 2/21/2023

**FOR THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL NO. 5**

  
\_\_\_\_\_  
AFSCME Field Representative

  
\_\_\_\_\_  
AFSCME Local 1065 President

Date: 2-21-23

**APPENDIX A – 2023 WAGE TABLE**

**EFFECTIVE JANUARY 1, 2023 through DECEMBER 31, 2023**

<b>Grade</b>	<b>Position</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
2	Golf Course Cashier	\$20.84	\$21.44	\$22.04	\$22.65	\$23.25	\$23.85	\$24.47	\$25.06	\$25.67	\$26.28
5	Golf Course Coordinator	\$22.96	\$23.63	\$24.29	\$24.96	\$25.62	\$26.30	\$26.96	\$27.63	\$28.30	\$28.96
8	Customer Service Specialist	\$25.64	\$26.38	\$27.13	\$27.88	\$28.63	\$29.37	\$30.10	\$30.85	\$31.60	\$32.34
9	Custodian II	\$26.67	\$27.46	\$28.23	\$29.00	\$29.77	\$30.54	\$31.32	\$32.09	\$32.87	\$33.64
9	Lead Customer Service Specialist	\$26.67	\$27.46	\$28.23	\$29.00	\$29.77	\$30.54	\$31.32	\$32.09	\$32.87	\$33.64
9	Office Support*	\$26.67	\$27.46	\$28.23	\$29.00	\$29.77	\$30.54	\$31.32	\$32.09	\$32.87	\$33.64
9	VMCC Operation Worker	\$26.67	\$27.46	\$28.23	\$29.00	\$29.77	\$30.54	\$31.32	\$32.09	\$32.87	\$33.64
10	Evidence Technician	\$27.81	\$28.62	\$29.42	\$30.22	\$31.02	\$31.83	\$32.65	\$33.45	\$34.26	\$35.07
10	GIS Tech I/Tech Asst.	\$27.81	\$28.62	\$29.42	\$30.22	\$31.02	\$31.83	\$32.65	\$33.45	\$34.26	\$35.07
10	Office Support II*	\$27.81	\$28.62	\$29.42	\$30.22	\$31.02	\$31.83	\$32.65	\$33.45	\$34.26	\$35.07
11	Asst. to the Chief Building Official	\$29.01	\$29.85	\$30.69	\$31.55	\$32.38	\$33.22	\$34.06	\$34.91	\$35.74	\$36.59
11	Management Analyst	\$29.01	\$29.85	\$30.69	\$31.55	\$32.38	\$33.22	\$34.06	\$34.91	\$35.74	\$36.59
11	Recreation Specialist	\$30.31	\$31.20	\$32.08	\$32.94	\$33.83	\$34.71	\$35.59	\$36.47	\$37.34	\$38.24
11	Sr. Office Support*	\$29.01	\$29.85	\$30.69	\$31.55	\$32.38	\$33.22	\$34.06	\$34.91	\$35.74	\$36.59
12	Accounting Technician	\$30.31	\$31.20	\$32.08	\$32.94	\$33.83	\$34.71	\$35.59	\$36.47	\$37.34	\$38.24
12	Administrative Specialist	\$30.31	\$31.20	\$32.08	\$32.94	\$33.83	\$34.71	\$35.59	\$36.47	\$37.34	\$38.24
12	Community Dev. Support Specialist	\$30.31	\$31.20	\$32.08	\$32.94	\$33.83	\$34.71	\$35.59	\$36.47	\$37.34	\$38.24
12	Engineering Support Specialist	\$30.31	\$31.20	\$32.08	\$32.94	\$33.83	\$34.71	\$35.59	\$36.47	\$37.34	\$38.24
12	Public Works Support Specialist	\$30.31	\$31.20	\$32.08	\$32.94	\$33.83	\$34.71	\$35.59	\$36.47	\$37.34	\$38.24
12	Records Specialist	\$30.31	\$31.20	\$32.08	\$32.94	\$33.83	\$34.71	\$35.59	\$36.47	\$37.34	\$38.24
13	Communications Specialist	\$31.75	\$32.67	\$33.60	\$34.53	\$35.44	\$36.36	\$37.28	\$38.22	\$39.13	\$40.05
13	Deputy Clerk	\$31.75	\$32.67	\$33.60	\$34.53	\$35.44	\$36.36	\$37.28	\$38.22	\$39.13	\$40.05
14	IT Specialist	\$33.27	\$34.24	\$35.20	\$36.17	\$37.13	\$38.09	\$39.06	\$40.02	\$40.98	\$41.95
14	GIS Tech II	\$33.27	\$34.24	\$35.20	\$36.17	\$37.13	\$38.09	\$39.06	\$40.02	\$40.98	\$41.95
14	Senior Accounting Technician	\$33.27	\$34.24	\$35.20	\$36.17	\$37.13	\$38.09	\$39.06	\$40.02	\$40.98	\$41.95
15	Code Compliance Coordinator	\$34.92	\$35.93	\$36.94	\$37.96	\$38.97	\$39.99	\$40.99	\$42.01	\$43.02	\$44.03

15	Engineering Technician	\$34.92	\$35.93	\$36.94	\$37.96	\$38.97	\$39.99	\$40.99	\$42.01	\$43.02	\$44.03
15	Environmental Resources Tech.	\$34.92	\$35.93	\$36.94	\$37.96	\$38.97	\$39.99	\$40.99	\$42.01	\$43.02	\$44.03
15	GIS Specialist	\$34.92	\$35.93	\$36.94	\$37.96	\$38.97	\$39.99	\$40.99	\$42.01	\$43.02	\$44.03
16	Accountant	\$36.71	\$37.76	\$38.82	\$39.90	\$40.96	\$42.04	\$43.09	\$44.16	\$45.21	\$46.29
16	Assistant Planner	\$36.71	\$37.76	\$38.82	\$39.90	\$40.96	\$42.04	\$43.09	\$44.16	\$45.21	\$46.29
16	Combination Inspector	\$36.71	\$37.76	\$38.82	\$39.90	\$40.96	\$42.04	\$43.09	\$44.16	\$45.21	\$46.29
16	Environmental Specialist	\$36.71	\$37.76	\$38.82	\$39.90	\$40.96	\$42.04	\$43.09	\$44.16	\$45.21	\$46.29
16	Recreation Coordinator	\$36.71	\$37.76	\$38.82	\$39.90	\$40.96	\$42.04	\$43.09	\$44.16	\$45.21	\$46.29
17	Sr. Combination Inspector	\$38.63	\$39.75	\$40.87	\$41.99	\$43.11	\$44.24	\$45.35	\$46.47	\$47.59	\$48.72
17	Aquatics Coordinator	\$38.63	\$39.75	\$40.87	\$41.99	\$43.11	\$44.24	\$45.35	\$46.47	\$47.59	\$48.72
17	Fitness Coordinator	\$38.63	\$39.75	\$40.87	\$41.99	\$43.11	\$44.24	\$45.35	\$46.47	\$47.59	\$48.72
17	Sr. Engineering Technician	\$38.63	\$39.75	\$40.87	\$41.99	\$43.11	\$44.24	\$45.35	\$46.47	\$47.59	\$48.72
18	Associate Planner	\$40.72	\$41.91	\$43.09	\$44.27	\$45.45	\$46.62	\$47.81	\$48.99	\$50.17	\$51.35
18	Senior Accountant	\$40.72	\$41.91	\$43.09	\$44.27	\$45.45	\$46.62	\$47.81	\$48.99	\$50.17	\$51.35

	Police Laborer	\$14.67	\$15.07	\$15.48	\$15.91	\$16.35	\$16.80	\$17.25	\$17.74	\$18.22	\$18.73
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**\*Office Support Career Ladder Positions**

Office Support	Grade 9	First level office support
Office Support II	Grade 10	Three (3) years at Office Support; competent in multiple unit or department-wide processes; fully competent performance rating; will help train Office Support.
Sr. Office Support	Grade 11	Five (5) years at Office Support II; responsible for several department-wide processes; specialized knowledge; fully competent performance rating; may provide lead work to Office Support and Office Support II as assigned.

**Advancement based on Department Need and Department Head Recommendation Only:**

Department Specialists	Grade 12	Five (5) years at Sr. Office Support; directly reports to Department Head/Unit; responsible for many department-wide processes, advanced expertise; *will oversee regulatory compliance and/or agenda processes, ability to compose reports, etc. (*e.g., coordinating Council/Commission agenda preparation, ensuring Police Department records compliance, ensuring OSHA training, etc.).
Admin Specialists	Grade 12	
		Department Head reserves the right to post and choose their Department / Administrative Specialist(s).

**APPENDIX B – 2024 WAGE TABLE**

**EFFECTIVE JANUARY 1, 2024 through DECEMBER 31, 2024**

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2	Golf Course Cashier	\$21.47	\$22.08	\$22.70	\$23.33	\$23.95	\$24.57	\$25.20	\$25.81	\$26.44	\$27.07
5	Golf Course Coordinator	\$23.65	\$24.34	\$25.02	\$25.71	\$26.39	\$27.09	\$27.77	\$28.46	\$29.15	\$29.83
8	Customer Service Specialist	\$26.41	\$27.17	\$27.94	\$28.72	\$29.49	\$30.25	\$31.00	\$31.78	\$32.55	\$33.31
9	Custodian II	\$27.47	\$28.28	\$29.08	\$29.87	\$30.66	\$31.46	\$32.26	\$33.05	\$33.86	\$34.65
9	Lead Customer Service Specialist	\$27.47	\$28.28	\$29.08	\$29.87	\$30.66	\$31.46	\$32.26	\$33.05	\$33.86	\$34.65
9	Office Support*	\$27.47	\$28.28	\$29.08	\$29.87	\$30.66	\$31.46	\$32.26	\$33.05	\$33.86	\$34.65
9	VMCC Operation Worker	\$27.47	\$28.28	\$29.08	\$29.87	\$30.66	\$31.46	\$32.26	\$33.05	\$33.86	\$34.65
10	Evidence Technician	\$28.64	\$29.48	\$30.30	\$31.13	\$31.95	\$32.78	\$33.63	\$34.45	\$35.29	\$36.12
10	GIS Tech I/Tech Asst.	\$28.64	\$29.48	\$30.30	\$31.13	\$31.95	\$32.78	\$33.63	\$34.45	\$35.29	\$36.12
10	Office Support II*	\$28.64	\$29.48	\$30.30	\$31.13	\$31.95	\$32.78	\$33.63	\$34.45	\$35.29	\$36.12
11	Asst. to the Chief Building Official	\$29.88	\$30.75	\$31.61	\$32.49	\$33.35	\$34.21	\$35.08	\$35.96	\$36.82	\$37.69
11	Management Analyst	\$29.88	\$30.75	\$31.61	\$32.50	\$33.35	\$34.22	\$35.08	\$35.96	\$36.81	\$37.69
11	Recreation Specialist	\$29.88	\$30.75	\$31.61	\$32.50	\$33.35	\$34.22	\$35.08	\$35.96	\$36.81	\$37.69
11	Sr. Office Support*	\$29.88	\$30.75	\$31.61	\$32.50	\$33.35	\$34.22	\$35.08	\$35.96	\$36.81	\$37.69
12	Accounting Technician	\$31.22	\$32.14	\$33.04	\$33.93	\$34.84	\$35.75	\$36.66	\$37.56	\$38.46	\$39.39
12	Administrative Specialist	\$31.22	\$32.14	\$33.04	\$33.93	\$34.84	\$35.75	\$36.66	\$37.56	\$38.46	\$39.39
12	Community Dev. Support Specialist	\$31.22	\$32.14	\$33.04	\$33.93	\$34.84	\$35.75	\$36.66	\$37.56	\$38.46	\$39.39
12	Engineering Support Specialist	\$31.22	\$32.14	\$33.04	\$33.93	\$34.84	\$35.75	\$36.66	\$37.56	\$38.46	\$39.39
12	Public Works Support Specialist	\$31.22	\$32.14	\$33.04	\$33.93	\$34.84	\$35.75	\$36.66	\$37.56	\$38.46	\$39.39
12	Records Specialist	\$31.22	\$32.14	\$33.04	\$33.93	\$34.84	\$35.75	\$36.66	\$37.56	\$38.46	\$39.39
13	Communications Specialist	\$32.70	\$33.65	\$34.61	\$35.57	\$36.50	\$37.45	\$38.40	\$39.37	\$40.30	\$41.25
13	Deputy Clerk	\$32.70	\$33.65	\$34.61	\$35.57	\$36.50	\$37.45	\$38.40	\$39.37	\$40.30	\$41.25
14	GIS Tech II	\$34.27	\$35.26	\$36.26	\$37.25	\$38.25	\$39.23	\$40.23	\$41.22	\$42.21	\$43.21
14	IT Specialist	\$34.27	\$35.26	\$36.26	\$37.25	\$38.25	\$39.23	\$40.23	\$41.22	\$42.21	\$43.21
14	Sr. Accounting Technician	\$34.27	\$35.26	\$36.26	\$37.25	\$38.25	\$39.23	\$40.23	\$41.22	\$42.21	\$43.21

15	Code Compliance Coordinator	\$35.97	\$37.01	\$38.05	\$39.10	\$40.14	\$41.19	\$42.22	\$43.27	\$44.31	\$45.35
15	Engineering Technician	\$35.97	\$37.01	\$38.05	\$39.10	\$40.14	\$41.19	\$42.22	\$43.27	\$44.31	\$45.35
15	Environmental Resources Tech.	\$35.97	\$37.01	\$38.05	\$39.10	\$40.14	\$41.19	\$42.22	\$43.27	\$44.31	\$45.35
15	GIS Specialist	\$35.97	\$37.01	\$38.05	\$39.10	\$40.14	\$41.19	\$42.22	\$43.27	\$44.31	\$45.35
16	Accountant	\$37.81	\$38.89	\$39.98	\$41.10	\$42.19	\$43.30	\$44.38	\$45.48	\$46.57	\$47.68
16	Assistant Planner	\$37.81	\$38.89	\$39.98	\$41.10	\$42.19	\$43.30	\$44.38	\$45.48	\$46.57	\$47.68
16	Combination Inspector	\$37.81	\$38.89	\$39.98	\$41.10	\$42.19	\$43.30	\$44.38	\$45.48	\$46.57	\$47.68
16	Environmental Specialist	\$37.81	\$38.89	\$39.98	\$41.10	\$42.19	\$43.30	\$44.38	\$45.48	\$46.57	\$47.68
16	Recreation Coordinator	\$37.81	\$38.89	\$39.98	\$41.10	\$42.19	\$43.30	\$44.38	\$45.48	\$46.57	\$47.68
17	Sr. Combination Inspector	\$39.79	\$40.94	\$42.10	\$43.25	\$44.40	\$45.57	\$46.71	\$47.86	\$49.02	\$50.18
17	Aquatics Coordinator	\$39.79	\$40.94	\$42.10	\$43.25	\$44.40	\$45.57	\$46.71	\$47.86	\$49.02	\$50.18
17	Fitness Coordinator	\$39.79	\$40.94	\$42.10	\$43.25	\$44.40	\$45.57	\$46.71	\$47.86	\$49.02	\$50.18
17	Sr. Engineering Technician	\$39.79	\$40.94	\$42.10	\$43.25	\$44.40	\$45.57	\$46.71	\$47.86	\$49.02	\$50.18
18	Associate Planner	\$41.94	\$43.17	\$44.38	\$45.60	\$46.81	\$48.02	\$49.24	\$50.46	\$51.68	\$52.89
18	Senior Accountant	\$41.94	\$43.17	\$44.38	\$45.60	\$46.81	\$48.02	\$49.24	\$50.46	\$51.68	\$52.89

	Police Laborer	\$15.11	\$15.52	\$15.94	\$16.39	\$16.84	\$17.30	\$17.77	\$18.27	\$18.77	\$19.29
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**\*Office Support Career Ladder Positions**

Office Support	Grade 9	First level office support
Office Support II	Grade 10	Three (3) years at Office Support; competent in multiple unit or department-wide processes; fully competent performance rating; will help train Office Support.
Sr. Office Support	Grade 11	Five (5) years at Office Support II; responsible for several department-wide processes; specialized knowledge; fully competent performance rating; may provide lead work to Office Support and Office Support II as assigned.

**Advancement based on Department Need and Department Head Recommendation Only:**

Department Specialists	Grade 12	Five (5) years at Sr. Office Support; directly reports to Department Head/Unit; responsible for many department-wide processes, advanced expertise; *will oversee regulatory compliance and/or agenda processes, ability to compose reports, etc. (*e.g., coordinating Council/Commission agenda preparation, ensuring Police Department records compliance, ensuring OSHA training, etc.).
Admin Specialists	Grade 12	
		Department Head reserves the right to post and choose their Department / Administrative Specialist(s).

**Appendix C: 2023 Health Insurance Costs & Contributions**

<b>\$3,000 / \$6,000 HSA Plan</b>	<b>Total Monthly Premium</b>	<b>Monthly City Contribution</b>	<b>Monthly Employee Cost / (Excess)</b>	<b>Change in Employee Cost from 2022</b>	<b>Deductible</b>	<b>City's HSA Contribution</b>
Single	\$727.02	\$1,113.12	<b>(\$386.10)</b>	\$0.00	\$3,000	\$1,500
Single + 1	\$1,635.58	\$1,390.24	\$245.34	-\$47.04	\$6,000	\$2,100
Family	\$1,897.58	\$1,423.19	\$474.40	-\$49.90	\$6,000	\$2,100
<b>\$2,500 / \$5,000 HRA Plan</b>	<b>Total Monthly Premium</b>	<b>Monthly City Contribution</b>	<b>Monthly Employee Cost / (Excess)</b>	<b>Change in Employee Cost from 2022</b>	<b>Deductible</b>	<b>City's HRA Contribution</b>
Single	\$791.18	\$1,177.28	<b>(\$386.10)</b>	\$0.00	\$2,500	\$1,250
Single + 1	\$1,779.91	\$1,390.24	\$389.67	-\$91.00	\$5,000	\$1,750
Family	\$2,065.03	\$1,423.19	\$641.85	-\$100.91	\$5,000	\$1,750
<b>*\$25 Co-Pay / \$250 Deductible Plan</b>	<b>Total Monthly Premium</b>	<b>Monthly City Contribution</b>	<b>Monthly Employee Cost / (Excess)</b>	<b>Change in Employee Cost from 2022</b>		
Single	\$893.00	\$1,238.12	<b>(\$345.12)</b>	-\$88.85		
Single + 1	\$2,009.20	\$1,390.24	\$618.96	-\$11.26		
Family	\$2,331.05	\$1,423.19	\$907.87	-\$8.39		

\* This plan is for "grandfathered" participants only and not open to new enrollees.

**NOTES:**

1. The "Monthly City Contribution" listed above reflects the sum of what has previously been called the City's Premium Contribution, plus the City's Flex Cash benefit amount. The listed City HSA and HRA Contribution Amounts are annual amounts.
2. The Excess City Contribution available to those electing single health insurance coverage (shown in parentheses) may be used to purchase any of the optional benefits offered by the City (e.g., dental, vision, supplement life) or it may be taken as taxable income on the employee's paycheck.
3. Employees electing to waive all health insurance coverage shall receive \$386.10 per month for use in purchasing any of the optional benefits offered by the City (e.g., dental, vision, supplemental life) or may receive this amount as taxable income on their paycheck. Employees wishing to waive health insurance coverage must certify that they have coverage through another source.

**Letter of Agreement / Acknowledgement**

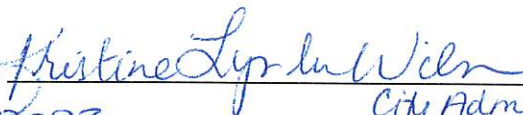
The City of Inver Grove Heights, MN, hereinafter referred to as the EMPLOYER, and the American Federation of State, County and Municipal Employees, Council No. 5, hereinafter referred to as the UNION, are parties to a collective bargaining agreement that applies to all clerical, technical and professional employees of the EMPLOYER who are public employees within the meaning of M.S. 179A.03, Subd. 14, excluding supervisory, confidential and maintenance employees.


Contract language on the subject of the employer's contribution toward health insurance benefits (currently Article 22, Section 3 as of the 2023-24 collective bargaining agreement) states that "Regular part-time EMPLOYEES are eligible for benefits in a dollar amount pro-rated to the nearest quarterly equivalent of their actual hours of work at the time of employment."

This letter serves to document that the EMPLOYER intends to amend its past practice and implement the above language regarding the pro-rating of employer contributions toward insurance benefits effective with any regular part-time employee hired on or after January 1, 2023.

Regular part-time employees employed prior to January 1, 2023, who were receiving full employer contributions toward their insurance benefits as of December 31, 2022, shall continue to be eligible for full employer contributions for the duration of their continuous employment in a regular part-time status, so long as they maintain continuous enrollment in the employer's health insurance plan. These employees are Heather Stadt, Dana Lindsey, Liz Russel and Julie Peterson.

**ACKNOWLEDGED:**

For the Employer:   
Date: 2/21/2023 *City Administrator*

For the Union:   
Date: 2/17/23