



EMPLOYMENT GUIDE

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revised 10-23-13; 7-13-15; 3-27-17

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APPLICATION AND DEFINITIONS

2/7/95; 10/23/13

These personnel policies shall have no application to employees who are subject to the memorandum of understanding between the City of St. Cloud and AFSCME Local #748, the City of St. Cloud and the Firefighters Association Local 1712, the City of St. Cloud and District 165 of the International Association of Machinists and Aerospace Workers, nor the City of St. Cloud and Law Enforcement Labor Services, Inc.

The purpose of this document is to serve as a reference for all classified non-bargaining and unclassified personnel.

All benefits, policies, and provisions included in this document apply equally to all non-bargaining employees; however, some terms and conditions of employment differ between the classified and unclassified personnel (e.g. overtime), and full-time or part-time personnel; benefit-eligible employees as defined shall receive pro-rata fringe benefits where specified based on the ratio of the hours in their normal work week to forty. Schedules shown, unless specified otherwise, refer to full-time (40 hour per week) benefits or provisions.

These policies are subject to change, alteration, or revision at the sole discretion of Administration. Previous "Personnel Policies" have no application to this manual, and this current document supersedes the document entitled "Personnel Policies as amended".

Unclassified personnel are employees at will and serve at the pleasure of the Mayor. Unclassified personnel may be terminated at any time with or without cause.

I. DEFINITIONS

03/03/95; 10/23/13; 3/27/17

- 1.1** Appointing Authority as used in these policies means the Mayor.
- 1.2** Appointment date is the date at which the employee is effectively hired by the City. The employee is considered a member of the department to which he/she has been appointed as of the effective date on the appointment from the Mayor. Permanent status as an employee of the City is, however, a separate issue and may or may not be obtained following the appropriate probationary period.
- 1.3** Board means the Civil Service Board of the City of St. Cloud.
- 1.4** Base Pay Rate is the employee's hourly pay rate exclusive of longevity, overtime, or any other special allowance.
- 1.5** Benefit-Eligible employee is a regular employee scheduled to work thirty (30) or more regular hours per week, twelve months per year.
- 1.6** Class means one or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title may be used with clarity to designate each position allocated to the class, that the same general qualifications are needed for performance of the duties of the class, that the same tests of fitness may be used to recruit employees, and that the same schedule of pay can be applied with equity to all positions in the class under the same or substantially the same employment conditions.
- 1.7** Classified Service means the positions covered by Civil Service as provided for in the Home Rule Charter.
- 1.8** Compensatory Time means time off with pay in lieu of monetary payment for overtime worked.
- 1.9** Continuous Operations are those functions which are required to operate on a twenty-four (24) hour per day, seven (7) day per week basis.
- 1. 10** Departments are the organizational units of the City within each Section as defined by the Administrative Code.
- 1.11** Department Head is an individual appointed to head a department and shall include any individual properly designated to act for the department head in his/her absence.
- 1.12** Division means a branch of a department of the City service.
- 1.13** Employee includes an officer, employee, or other holder of a position in the City.
- 1.14** Employer is the City of St. Cloud, Minnesota.

1.15 Full-time employee is an employee scheduled to work at least forty (40) regular hours per week, twelve months per year.

1.16 Immediate Family shall be defined as the employee's spouse, children, parents, or any member of the employee's household, related by blood or marriage.

1.17 Just Cause shall include but not be limited to inefficiency, misconduct, incompetence, negligence, insubordination, disrespect, or other sufficient causes. For disciplinary purposes is cause which relates to and effects the manner in which the employee performs his or her duties. The cause in question may occur on or off duty. The evidence showing the existence of reasons for disciplinary action must be substantial.

1.18 Overtime is work performed at the express authorization of the Employer in excess of a basic workday.

1.19 Part-time employee is an employee scheduled to work less than forty (40) hours per week.

1.20 Permanent Employee means an employee in the classified service who has successfully completed a probationary period.

1.21 Position means any specific office, employment, or job calling for the performance of certain duties and for exercise of certain responsibilities by one individual.

1.22 Post-Employment Health Care Savings Plan is an account held by Minnesota State Retirement System to be used for eligible medical and/or dental expenses post-employment.

1.23 Probationary Period means a working test period during which an employee is required to demonstrate his/her fitness for the position to which he/she is appointed by actual performance of its duties.

1.24 Reallocation/Reclassification means a reassignment, or change in allocation of an individual position by raising it to a higher class, moving it to another class on the same level, or reducing it to a lower class on the basis of significant changes in the kind, difficulty, or responsibility of the work performed in such position. Generally, **reallocation** is the term used to describe the action by which a position is granted a different salary, higher or lower, but the position title remains the same. **Reclassification** occurs when both the position title and the salary are changed.

1.25 Regular employee is an employee who is employed more than nine (9) months within a twelve (12) month period and more than fourteen (14) hours per week.

1.26 Retirement means leaving the City service and being eligible to immediately draw Public Employee Retirement Association benefits.

1.27 Return to Duty is return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other

than an assigned shift. An extension of an early report to an assigned shift is not a return to duty.

1.28 **Section** is the primary organizational unit of the City as defined by the Administrative Code. Sections include Administration, Community Development, Community Services and Facilities, Finance, Fire, Police, and Public Services.

1.29 **Section Director** is the individual appointed to lead the Section and is accountable for the departments under their scope of authority.

1.30 **Seniority** is the total length of continuous service from first date of hire after gaining permanent employee status.

1.31 **Sick Leave** is defined as paid time off available for use for purposes of illness or injury to the employee, or in some cases for members of the immediate family.

1.32 **Temporary Employee** means a person having no permanent status who may be hired to work less than 60 hours in a 2 week pay period or for a period not to exceed nine (9) months in any twelve (12) month period.

1.33 **Transfer** means a change by an employee from one position to another position of the same class in another department without examination.

1.34 **Trial period** is the 30-day period following a transfer into a position where the probationary period has previously been served, in another department or division. This period is not intended to determine the ability of the employee to perform the work, but rather to determine the compatibility of the employee in the new environment.

1.35 **Unclassified Service** refers to the positions not covered by Civil Service Rules as provided by the Home Rule Charter. These positions are appointed solely at the discretion of the Mayor and may be terminated with or without cause at any time by the Mayor.

1.36 **Work Rules** are departmental regulations relating to working conditions.

II. COMPENSATION

8/6/01; 1/26/04; 2/14/05; 9/23/13

2.0 **Method of Computing Pay**

a. **Employees Assigned to a 40-Hour Work Week**: To obtain an annual salary, the monthly salary shall be multiplied by twelve (12). To obtain the hourly rate, the annual salary shall be divided by 2,080 hours and rounded off to the fourth decimal place. The hourly rate will be rounded as follows: If the fifth decimal place is five (5) or greater, the fourth decimal place shall be rounded up one (10); if less than five (5), the fifth decimal place shall be dropped.

b. Employees Assigned to a 56-Hour Work Week: To obtain an annual salary, the monthly salary shall be multiplied by twelve (12). To obtain an hourly rate, the annual salary shall be divided by 2,912 hours and rounded off to the fourth decimal place. Rounding shall be identical to that described above. Compensation for employees assigned to a 56-hour work week is converted, when necessary, at 1.4 hours for straight time and 2.1 hours for overtime.

2.1 Method of Salary Payment

a. Employees Assigned a 40-Hour Work Week: Bi-weekly salary will be paid on the Friday following the end of the payroll period. The payroll period will be a two-week period running from 12:01 a.m. Sunday until 12:00 midnight on Saturday. Employees hired during a payroll period will be paid through that period on the same date as all other employees. All pay changes will be effective at the beginning of the pay period closest to the effective date of the change. All employees will be considered as paid only through the current pay period.

b. Employees Assigned to Average a 56-Hour Work Week: The pay period for employees of the Fire Department at the rank of Battalion Chief and above will be a two-week period running from 8:00 a.m. Sunday until 7:59 a.m. the following Sunday. Employees shall be compensated for fifty-six (56) hours per week or one hundred twelve (112) hours per pay period.

Bi-weekly salary will be paid in the Friday following the end of the payroll period. Employees hired during a payroll period will be paid through that period on the same date as all other employees. All pay changes will be effective at the beginning of the pay period closest to the effective date of the change. All employees will be considered as paid only through the current pay period.

2.2 Application of Compensation Plan

No employee shall be paid less than the established minimum nor more than the maximum rate fixed in the compensation plan for the position he/she holds. Salary schedules for Classified Non-Bargaining and Unclassified positions are attached as Appendix A.

a. Original Appointment: An employee will not be hired above the first step of the salary range for a position unless, after proper advertising, it has not been possible to find a qualified applicant who will accept the position at the first step. However, in the case of the Police Chief, the Fire Chief, the City Assessor and unclassified positions, the Mayor may set the salary at the step most appropriate to attract and retain the best candidate for the position.

b. Reallocation: When a class of positions is reallocated upward an employee shall be placed in the same relative position in the newly established salary range for the class as was held in the former salary range for the class.

When a position is reallocated downward, an employee in the class shall be permitted to continue at his/her present rate of pay during the period of incumbency (except in the event of general service-wide reductions). However, if his/her present rate

does not equal or exceed the maximum for the new class, he/she shall be entitled to salary increases until he/she reaches the established maximum for the new class.

c. Promotion: An employee promoted to a new position in a higher class shall receive the minimum rate for the higher class. If the rate of his/her former position is the same as or exceeds this minimum, he/she shall advance to the next step above the rate of compensation that he/she formerly received; however, in no case shall a superior be paid less than a subordinate in terms of base pay.

d. Demotion: A classified employee demoted in lieu of layoff, or involuntarily under Civil Service Rules, shall be paid at a step to be determined by the Civil Service Board which is in the approved range for the lower class position. An unclassified employee, demoted by the Mayor to another unclassified position, shall be paid at a step to be determined by the Mayor's office that is in the approved range for the lower class position.

An employee demoted at his/her own request within his/her own department shall be placed on the same step letter of the range for the new position as he/she is occupying in the range of his/her present position (same step, not same salary).

A classified employee demoted at his/her own request to a position in another department shall be paid at a step to be determined by the Civil Service Board which is in the range for the lower class position, but which is not above the step letter held in the present range. An unclassified employee demoted at his/her own request to a position in another department shall be paid at a step to be determined by the Mayor which is in the range for the lower class position, but which is not above the step letter held in the present range.

Demotions in the classified service are arranged by a letter of recommendation from each department head involved to the Mayor, and a subsequent letter of recommendation from the Mayor to the Civil Service Board. Civil Service has final authority to grant the request. Unclassified employees seeking a demotion need to submit letters of recommendation from each department head involved, if any, and to the Mayor. The Mayor will have final authority on granting the request and determining the salary.

e. Reinstatement: When a classified, non-bargaining person is appointed from a re-appointment list to the same or similar position in the department in which he/she was employed immediately prior to his/her separation from the service of the City, he/she shall enter the position at the rate last received in his/her previous position if there be such a rate in the pay plan, and if not, at the closest rate to the rate so last received. If the last rate received is higher than the maximum rate for the new class, he/she shall be paid at the maximum rate. If an employee is appointed from a re-employment list to a position in a department other than the one in which he/she was previously employed, he/she shall be re-appointed at the minimum of the salary range for the class.

f. Transfer: If an employee is transferring to a position in the same class in another department, he/she shall receive the same rate of compensation he/she received in the former position.

g. Appointment of Employee to Another Department: If a classified non-bargaining employee is appointed from an eligible list to a position in another

department, the salary range of which is the same as the salary range of the position being held, he/she shall receive the same rate of compensation as received in the former position.

h. Temporary Promotion: Compensation shall be paid for all time worked at a rate one step higher than the current rate of pay, or at the minimum rate of pay for the position which is being filled, whichever is greater, at the direction of the department head, work in a classification higher than their own for more than eight hours in one work week.

An employee who has worked in a classification higher than his/her own shall return to his/her own classification at the rate he/she would have received if he/she had never left.

i. Part-time employees: By definition, part-time employees are those scheduled to work less than forty hours per week. Generally, a part-time employee will be paid an hourly amount based on the temporary salary schedule. However, in the case of positions designated as exempt by the FLSA, those employees shall be compensated at a salary pro-rated to the hours of work intended with the original appointment (e.g. 20-hours per week shall be paid half the regular salary of the full time classification).

2.3 Pay Anniversary Date

An employee appointed, promoted, or demoted shall have a pay anniversary date on the date of the appointment, promotion, or demotion.

2.4 Anniversary Date Step Increase

Step increases for employees not at the top of their pay range shall take effect on the pay anniversary date of each employee affected unless the Section Director, upon the recommendation of the department head and/or Mayor certifies to the Human Resources Director that the employee's work performance or conduct does not justify granting such increase. In such cases, the employee shall be notified in writing to this effect by the Human Resources Office, and the employee shall have the right to appeal at Step 2 of the grievance procedure.

2.5 Line of Duty Pay

a. Police: Sworn Peace Officers, injured while on a police call or during physical training to an extent requiring medical attention by a physician, and certified by said physician to be unable to return to duty, shall be entitled to receive up to 120 hours of injury on duty compensation in lieu of sick leave. Injury on duty for a police call shall be defined as a gun battle, during a physical altercation, while directing traffic, during a traffic stop, pursuit of suspects whether by foot or in a vehicle, animal control, and emergency response situation which may include rescue from fire, water, suicidal person, drug lab, or with red lights and siren. Physical training shall include simulation exercises for defensive tactics, traffic pursuit, felony stops, TRT, building searches, and/or chemical training.

b. Fire: Fire fighting personnel, at the rank of Battalion Chief and above, injured while on a fire call, simulation of fire ground tactics, pre-fire exercise or community wide training exercises to an extent requiring medical attention by a physician, and certified by said physician to be unable to return to duty, shall be entitled to receive up to four (4) work shifts of injured on duty compensation in lieu of sick leave. A fire call shall include response to an emergency, rescue, false alarm, and fires.

c. "Injury on duty compensation" shall mean compensation at the rate of pay at the time of the injury. If an employee remains unable to return to work beyond the duration of the injury on duty compensation, he/she may use accumulated sick leave in the manner prescribed by this Employment Guide. The City shall be entitled to any worker's compensation payments made to the employee while receiving injury on duty compensation for lost wages as a result of the injury. If an employee declines a light duty assignment, they forfeit any right to injury on duty pay or worker's compensation benefits.

2.6 Payroll Deductions

The City will attempt to equally divide payroll deductions between two checks of each month.

2.7 20-Year Step

9-23-13:

For personnel in the Police and Fire Department, an additional step of 4% will be awarded upon completion of 20 years of service with the City. In the event said personnel is not at the top of their current pay grade when completing 20 years, they will receive a 4% premium and continue through the steps with the 4% premium until they reach the maximum step of E + 4%.

7-13-15:

For personnel other than Police and Fire, effective 1/1/2015 an additional Step of 4% (Step F) shall be awarded upon completion of twenty (20) years of service with the City, provided the Employee is currently on Step E of their pay grade. In the event said employee is not at the top of their current pay grade when completing twenty (20) years, they will continue to move through their pay grade and once a year is completed at Step E, they shall move to Step F.

A person at the 20-year step of a salary range that is promoted to a new position will be placed on the step of the new salary range that is at least one complete step (4%) higher than their current salary, and proceed through the new range on their promotional date. After a year at the E step the employee would be eligible for the additional step F.

Anyone with 20 years of service that is on the E step of their current range as of 1/1/2015 would move on January 1st of that year, all others on their 20 year anniversary date.

III. PROBATIONARY STATUS

1/1/97; 1/26/04; 3/27/17

Probation issues apply only to classified, non-bargaining employees.

Full-time classified non-bargaining employees will serve an initial twelve- (12) month probationary period. All regular part-time employees shall serve a probationary period of 1,040 compensated hours. An employee may be terminated at the sole discretion of the employer. Honorably discharged veterans as defined by Minnesota Statute 197.447 shall be removed only in accordance with the provisions of MS 197.46

- 3.0 Promoted Employees**
All promoted employees will serve a six- (6) month probationary period.
- 3.1 Demotion or Reassignment**
At any time during the probationary period, a promoted or reassigned employee may be demoted or reassigned to the employee's original position at the sole discretion of the employer.
- 3.2 Right to Return**
A promoted employee shall have the right to return to their previous position provided the employee notifies their department head in writing of their intention to do so within thirty (30) days. A demoted employee has no right to return, or to be returned to their previous position.
- 3.3 Appointment From Re-employment Lists**
Original appointment probationary employees having served less than half of their probationary period before layoff or demotion in lieu of layoff shall serve the remainder of their probationary period upon appointment from a re-appointment list. Original appointment employees having served half or more of their probationary period before layoff shall serve a probationary period upon appointment from a re-employment list equal to half the probationary period of new employees in the class. Employees laid off before completing probation after a promotion shall serve a six-month probationary period after appointment from a re-employment list.
- 3.4 Transfer**
A transferred employee in the classified service shall be required to serve a thirty (30) day trial period beginning on the date of transfer. A candidate for transfer who is rejected during a trial period shall return to his/her former position.
- 3.5 Demotion (except in lieu of layoff)**
A demoted employee shall serve a six-month probationary period.
- 3.6 Interruption of Services**
Any interruption of service during the probationary period shall not be counted as part of the probationary period. Interruptions of service shall include but not be limited to sick leave, military leave, parental leave, or any other approved leaves with or without pay. Except for military leave, no other interruptions of service may continue for more than six months or the probationary period may start over.
- 3.7 Performance Evaluations**
- a. Probationary Reports: Department heads shall submit to the Human Resources Office a monthly probationary report on every probationary, trial, or promoted employee appointed to the classified service. Prior to its submission, the report shall be reviewed with the employee and signed by him/her as evidence that he/she is aware of its contents, and a copy of the report shall be given to the employee.
 - b. Permanent Employee Evaluations: Every permanent classified non-bargaining and unclassified employee of the City will have a performance review at least on an annual basis. Their immediate supervisor will review employees, or in some cases a team evaluation may be appropriate. The Department Head will then review all

information. Performance reviews shall be signed by the employee, immediate supervisor, and department head and will be placed in the employee's permanent personnel record. Comments, rebuttals, or appeals may be submitted in writing within a reasonable period of time after the review has taken place, and will be attached to the performance review as filed. Evaluations should highlight employee's strengths and address specific areas for development of weaknesses within the scope of the current job description. Signatures are required on the appraisal forms; once the form has been signed, none of the information may be altered.

3.8 Permanent Status of Appointment

Every appointment for classified employees, whether original or promotional, shall become permanent at the end of the probationary period unless such appointee shall have been rejected as provided herein.

IV. HOURS OF WORK

8/06/01; 1/26/04; 2/14/05; 10/23/13

Hours of work issues apply only to full-time classified, non-bargaining employees.

4.0 Work Day and Work Week

a. Classified Non-Bargaining Employees: Except for continuous operations and where other special conditions may apply, the basic work day shall be eight consecutive working hours exclusive of any lunch period, and the basic work week shall be 40 hours, Monday through Friday.

The basic workweek shall not be more than seven consecutive working days, and the basic workday shall be eight consecutive hours.

In the Refuse Service Division of the Public Works Department, the basic workday shall be 10 hours, and the basic workweek shall be 4 working days within a seven-day period. In this Division, employees shall be assigned to either of the following work schedules at the sole discretion of the employer:

1. A basic work day of ten (10) hours and a basic work week of four (4) working days within a five (5) day period which shall be Monday through Friday; or
2. A basic work day of eight (8) hours and basic work week of five (5) working days which shall be Monday through Friday.

In the Recreation Division of the Department of Parks and Recreation and in the Community Services and Facilities Section, the basic work day shall be eight (8) consecutive working hours, exclusive of any lunch period, and the basic work week shall be five (5) working days within a seven (7) day period, Sunday through Saturday.

3. Exceptions to the general rule as set forth above:

Fire: Employees of the Fire Department at the rank of Battalion Chief assigned to work a 56-hour work week, shall consider the basic work day in shifts of twenty four (24) hours, with a basic work week averaging fifty-six (56) hours.

4.1 Rest and Lunch Periods

All employees shall have a 15-minute rest period during each four hour period of work to be scheduled at the middle of such period whenever this is feasible.

All employees shall be granted a lunch period for each workday of six hours or more. Whenever possible, the lunch period shall be scheduled at the middle of the workday. The lunch period shall not be more than one-half hour. Except for

employees of the Fire Department at the rank of Battalion Chief and continuous operations employees in the Police Department, the lunch period shall not be considered work time.

4.2 Attendance

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. Each department shall keep daily attendance records of its employees, and such records shall be subject to review by the Human Resources Office.

4.3 Overtime: Unclassified

Unclassified employees are not entitled to overtime compensation.

Overtime: Classified

Overtime shall be paid to all employees who are not considered exempt under the Federal Fair Labor Standards Act. All employees approved for overtime, with the exception of Battalion Chiefs, shall be compensated at the rate of one and one-half times the regular rate of pay for all time worked in excess of the designated work week. Battalion Chiefs shall be compensated at the rate of 2.1 times the regular rate of pay for all time worked in excess of the designated workweek.

Upon their request, and with the approval of the department head, eligible employees may be compensated for overtime with compensatory time off at the rate of one and one-half times the amount of overtime worked. Accumulated compensatory time may be used upon request of the employee and approval of the department head prior to the date of the requested use. Departmental rules may be established regulating the use of accumulated compensatory time off.

Department heads or their designee may require an employee to work overtime, even though the employee may have indicated that he/she does not wish to work overtime. Failure of an employee to work overtime when required shall subject the employee to disciplinary action, unless there are extenuating circumstances. Department heads shall at all times be prepared to justify all overtime allowed, stating date, hours worked, and reason for overtime work.

For all employees approved for overtime, time spent in required job training outside of regular working hours shall be compensated at straight time.

a. Distribution of Overtime: Whenever possible, overtime work will be distributed equally to employees working within each job classification in each division. The distribution of overtime shall, whenever possible, be equalized over each six-month period. In some instances, depending on the nature or the timing of the required overtime, it may be necessary to call on particular individuals whose expertise, experience, or availability is best suited to the demands of the task requiring overtime.

On each occasion of overtime, the opportunity to work shall be offered to the employee within the classification who has the least number of overtime hours to his/her credit, unless such employee has indicated in writing that he/she does not normally wish to work overtime. If this employee does not accept the assignment, the employee with the next fewest number of hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required numbers of employees have been selected for the overtime work. If an employee is offered overtime and fails to accept, he/she shall be charged as having worked two hours for the purpose of future distribution of overtime.

b. Emergency Calls: At the discretion of the Department Head, a minimum of two hours shall be paid for all classified employees entitled to receive overtime, who are called back to duty after having been released from the regular day's work. An eligible classified employee who goes out on an emergency call shall be considered as being on duty for the full two hours, and another call requiring a response within this two-hour period shall not entitle the employee to extra compensation.

V. LEAVES OF ABSENCE

8/6/01; 1/24/06

5.0 Sick Leave Allowance and Use

Each benefit eligible employee shall be entitled to sick leave with pay at the rate of one working day for each calendar month of full time service, accumulative to a maximum of 150 days. This shall be calculated each pay period.

Employees shall have charged against their sick leave accumulation the actual number of working hours during which they are absent on sick leave.

Sick leave privileges shall begin to accrue on the date of City employment, and time on layoff, suspension, leave without pay, or sick leave for injury on the job after sick leave has expired shall not be counted in determining a full month's service.

a. Causes for Granting Sick Leave: Sick leave shall be granted only for benefit eligible employees for absence from duty because of personal illness, legal quarantine, injury, or death or illness in the immediate family. Immediate family for death shall be defined as the employee's spouse, children, parents, grandparents, grandchildren, siblings, or any member of the employee's household. It shall also include the employee's spouse's children, parents, grandparents, grandchildren, or siblings. Immediate family for illness shall be defined as the employee's spouse, children, parents, or any members of the employee's household, related by blood or marriage. Absence due to injury must be accompanied by a physician certification of restrictions or limitations that may allow an employee to perform modified duty.

b. Notification of Need for Sick Leave: When an employee needs to use sick leave, he/she shall notify the person designated by his/her department head at least a half hour prior to the time he/she should report to work, except in case of emergency. Failure of an employee to notify the designated person within the time prescribed may cause the employee to lose the right to have his/her time off designated as sick leave.

c. Waiving Use of Sick Leave: Upon written request to his/her department head, an employee may waive use of his/her sick leave. However, an employee may not waive use of sick leave if the absence is due to a medical/health condition and such waiver would place the employee in an unpaid status.

d. Physician's Certificate: After two days of sick leave, the Mayor's Office, the Section Director, or the Department head may require a certificate from a physician indicating the need for sick leave taken or the general fitness of the employee to perform his/her work. Upon the direction of the Mayor or the Department Head, the employee may be required to be seen by a City designated physician for

verification or a statement of general fitness. The Mayor or Department Head may also request a physician's certificate stating restrictions or fitness for duty if there appears to be a chronic case of absences, although non-consecutive, attributable to a medical condition as reported by the employee.

5.1 Payment for Unused Sick Leave

7/13/15; 3/27/17

The City will pay to all employees 50 percent (50%) of unused sick leave up to a maximum of seventy five (75) days at the employee's then current level of compensation at the time of retirement; or separation after 20 years of service; or disability; or upon death of employee 50% of unused sick leave up to a maximum of 75 days payable to employee's estate or designated beneficiary. Retirement for purposes of this benefit only shall mean separation from City service of an employee immediately eligible to receive PERA retirement or disability payments. There is no sick leave payout for resignation or termination for employees with less than 20 years of service.

After accumulation of 90 days of sick leave, employees may elect to be paid each year for 50% of all unused sick leave earned that year (a maximum of 6 days), and accrue the other 50%, the amount of such payment to be paid in July of each year. For this purpose, the year will run July 1 through June 30 of the following year. Elections shall be made during open the enrollment period prior to the beginning of the calendar year. If no election is made for payment, that amount along with the other 50% of all unused sick leaves earned that year will be accrued until the employee has accumulated one hundred fifty (150) days of sick leave.

After accumulation of one hundred fifty (150) days of sick leave, the employee will be paid each year for 50% of all unused sick leave earned that year (maximum of 6 days), the amount of such payment to be paid in July of each year.

The remaining 50% of this accumulation will be converted to dollars and placed in a special fund for each employee. The special fund will be held by the city and shall be deposited into a post-employment health care savings plan account upon the retirement or eligible separation of the employee. At any time a current employee has totally exhausted all accumulated sick leave, the employee may elect to utilize this special fund account as a replacement for sick leave and it may be drawn down until exhausted.

5.1a Payment at the Time of Retirement for 56-hour Employees: The City will pay to employees at the time of their retirement, fifty (50) percent of unused sick leave up to a maximum of seventy-five (75) days at the employees then current level of compensation; or payable upon death of employee to the employee's estate or designated beneficiary. Retirement for purposes of this benefit only shall mean retirement, voluntary separation after ten (10) years of service, or disability incurred in the employ of the City that necessitates separation of service. *Updated 9-23-13*

5.1b Payoff Formula for 56-Hour Employees: All payoff calculations, whether at an accumulation threshold or at retirement, shall be multiplied by an additional factor of 46.7 percent to determine actual payoff.

5.2 Injury on the Job

When an employee is injured while working for the City and the injury is compensated under the Worker's Compensation Act, the following procedure shall be followed:

1. The employee injured shall receive his/her full basic compensation as long as he/she has accumulated sick leave or vacation credits against which it may be charged. The City shall receive the worker's compensation payments granted the employee, and in return shall credit the employee with sick leave in proportion to such payments, such amount to be rounded off to the nearest dollar. In other words, the City pays the employee for days missed in the sick leave pay. When the Worker's Compensation check is received by the City, the City keeps the check and credits the employee back the amount of sick leave covered by the check (usually 2/3).

2. When he/she has no sick leave or vacation credits, an employee shall receive the benefits and payments granted to him/her according to the State Worker's Compensation laws.

5.3 Funeral Leave

The Mayor's Office may grant up to three days paid leave, in addition to sick leave, for the death of an employee's spouse, child, parent, step-parent, sibling, grandparent, grandchild, or spouse's child, parent, step-parent, grandparent, grandchild, or sibling;.

5.4 Military Leave

Every employee shall be entitled to military leave as provided in Minnesota Statute 192.26. The leave provided by statute is a period not to exceed a total of fifteen (15) working days in any calendar year. The City Council has adopted a resolution allowing for pay differential between the employees military pay and base City wage while on active duty. Collection of differential pay does not render an employee in a paid-leave status.

5.5 Other Leaves of Absence With Pay

Any employee shall be granted a leave of absence with pay for service upon a jury, appearance before a court, legislative committee, or other body as a witness in a proceeding involving the federal government, the State of Minnesota, or a political subdivision thereof in response to a subpoena or other direction by proper authority; or attendance in court in connection with his/her official duties. In the case of jury duty, the employee's compensation from the City during his/her leave shall equal the difference between his/her regular compensation and compensation paid for jury duty.

A leave of absence for illness, injury, or disability may also be granted with the application of available sick leave pay if the employee produces a physician's certificate before the requested leave is to begin, specifying the condition, how this condition prevents the employee from performing the essential duties of their job, any reasonable accommodations that could be made to allow the employee to perform the essential duties of the position, an expected date of return to work including limitations or restrictions and the time anticipated before the employee is fully performing all aspects of the position description. Any information listed above that is not included in the employee's request for sick leave pay during an extended leave of absence may be cause for not granting the leave, or for granting the leave without pay.

5.6 Leaves of Absence Without Pay

Any employee who has no sick leave, and is mentally or physically incapacitated to perform his/her duties; or who, for any stated reason wishes to absent him/herself from his/her duties, may be granted a leave of absence in accordance with Section 5.11 of these policies. Such leave shall be granted only when it is deemed to be in the best interest of the City, and shall not exceed one year.

5.7 Parental Leave

Every employee that works an average of 20 hours or more per week and has been an employee of the City for at least one year is eligible for parental leave. A maximum of twelve weeks unpaid parental leave is permitted to a mother or father upon the birth or adoption of a child; the leave begins at the time requested by the employee, but must be within six weeks of the birth or adoption of the child. Reference Minnesota Statute 181.940.

5.8 Family/Medical Leave

The Family and Medical Leave Act entitles eligible employees to take up to 12-weeks of paid or unpaid leave during any 12-month period as a result of the birth or placement for adoption or foster care of a child, to care for an immediate family member with a serious health condition, or when an employee is unable to work due to a serious health condition. The 12-month period shall be calculated, using a rolling period measured backward from the date the employee uses FMLA leave, and may be taken at one time, intermittently, or on a reduced leave schedule depending on the circumstances. The City requires that any available sick leave be used in conjunction with a medical leave. Employees must provide medical certification before the leave begins, or if the leave is unforeseeable, the City must allow 15 calendar days for the employee to comply with the medical certification. If no medical certification is returned within 20 calendar days and the employee has not returned to duty, the employee will be considered as voluntarily resigned. The City has the right to question the validity of any certification and may require the employee to be seen by a City designated physician. An employee that does not return to work upon the expiration of the 12-week FMLA leave may request an extended leave of absence with or without pay. If the employee is no longer in pay status at the expiration of the FMLA leave, the City is not obligated to continue to maintain health, dental or life insurance coverage and a COBRA notice would be issued. A request for any paid leave must be made in accordance with Sections 5.6 and 5.11. A request for an unpaid leave of absence shall be considered under Sections 5.7 and 5.11 of this Article. Reference Family and Medical Leave Act regulations released by the Department of Labor effective February 6, 1995.

5.9 Personal Leave Day

All unclassified and classified, non-bargaining employees shall be entitled to one personal leave day per calendar year effective August 1, 2001. This leave day shall be 8 consecutive hours of paid leave, or one regular work day/shift as determined by the Department/Section Head. The personal leave day cannot be carried over if it is not used within the calendar year.

5.10 Procedures for Requesting Leaves of Absence

All requests for leaves of absence of less than 30 days other than sick leave, funeral leave, vacation leave, and leave to attend employee organization meetings, shall be made by the employee, on forms provided by the City, to his/her immediate supervisor in accordance with the following schedule:

1. For leaves of 30 days or less, two weeks notice shall be given unless because of special conditions this time period is waived by the Mayor's Office upon recommendation of the Department head.
2. For leaves of absence which do not require prior approval by the Civil Service Board or the appointing authority, such as military duty, jury duty, and appearance before a court, notice shall be given by the employee immediately upon his/her knowledge of the need for such leave.
3. For classified employees, requests for leaves of more than 30 days are covered by Civil Service Rules.
4. For unclassified employees, requests for leaves of absence of more than 30 days shall be made to the Mayor's Office with a minimum of 30 days notice, unless due to special circumstances this time period is waived by the Mayor upon recommendation of the Department head.

Requests for leaves of absence are submitted to the Department Head for a recommendation to the Mayor for approval or denial. An employee's request for a leave of absence of less than 30 days shall be answered, within ten days after request has been made, by the Mayor's Office.

5.11 Benefits While on Leave of Absence

For cases of illness or injury, seniority may be accrued while on an approved leave of absence, along with full longevity benefits. A maximum of one year of credit may be earned. Holidays, vacation, and sick leave benefits shall not accrue during an approved leave of absence without pay. Holiday pay shall not be granted during a leave of absence without pay.

5.12 Re-employment After Leave of Absence

After an approved leave of absence, an employee shall be returned to the position held at the time when the leave was requested, or to a similar position. If an employee is granted a leave of absence for educational purposes, that employee will be given first opportunity for any job opening which occurs in the same or similar classification to that previously held, and for which the employee is qualified.

VI. GRIEVANCE PROCEDURE

02/07/95

A grievance is defined to be a dispute between the City and an employee as to interpretation, application, or violation of any terms or provisions of the City of St. Cloud Employment Guide for Classified Non-Bargaining and Unclassified Employees. An oral reprimand in no case shall be subject to the grievance procedure.

6.0 Classified Non-Bargaining

For any issue identified as a Civil Service issue, Civil Service grievance procedures shall be applied. Should any classified non-bargaining employee have a grievance involving a term or provision found exclusively in this manual, an earnest effort shall be made to adjust such grievance promptly in the following manner:

Step 1: The employee shall take up the grievance or dispute with his/her immediate supervisor within seven calendar days of knowledge of its occurrence. The supervisor shall respond to the employee or his/her advisor within ten calendar days.

Step 2: If the grievance has not been settled at Step 1, it may be presented in writing by the employee to the department head within ten calendar days after the supervisor's response is due. The department head shall respond to the employee or designated advisor in writing within ten calendar days.

Step 3: If the grievance has not been settled at the second step, it may be presented to the Mayor's office in writing within ten calendar days after the response of the department head is due. The Mayor's office shall respond in writing within ten calendar days.

Any grievance by a classified non-bargaining employee which has not been presented or been appealed to the next step within the required time period shall be considered as dropped, and shall not be subject to further discussion or appeal. If the City does not answer a grievance within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance at the next step. The time limit in each step may be extended by mutual written agreement of the City and the employee.

6.1 Unclassified Employees

A grievance by an unclassified employee shall be presented to the immediate supervisor or department head for an attempt at resolution. The next and final step in this process shall be to the Mayor.

VII. SEPARATION

10/5/95

7.0 Classified Non-Bargaining Employees

Any employee who wishes to leave the classified service in good standing shall file a written resignation with the Human Resources Office at least thirty (30) calendar days before leaving the service. The written resignation shall state the effective date and reasons for the resignation.. The written resignation shall be forwarded to the Mayor. Failure of the employee to comply with this rule shall be entered on his/her service record and may be cause for rejecting him/her for future employment with the City, and for denying severance benefits. The Human Resources Office shall report to the Mayor's Office immediately the resignation of an employee who fails to comply with the section.

7.1 Unclassified Employees

Any employee in the unclassified service wishing to leave City employment in good standing shall file a written resignation with the Mayor's Office at least thirty (30) calendar days before leaving the service. The written resignation shall state the effective date and reasons for the resignation.. The written resignation shall be forwarded to the Human Resources Office for appropriate action. Failure of the employee to comply with this rule shall be entered in that employee's personnel file.

Resignation includes but is not limited to voluntary termination and retirement.

VIII. DISCIPLINARY ACTION

03/03/95

Any disciplinary action involving an unclassified employee is at the sole discretion of the Mayor.

Disciplinary action may be imposed upon a classified employee only for just cause.

8.0 Disciplinary Procedure

Disciplinary action or measures that are considered shall include but are not limited to the following, and will be applied in accordance with the frequency and severity of the violation precipitating such action:

1. oral reprimand
2. written reprimand
3. suspension
4. demotion
5. discharge

An oral reprimand shall be identified as such and the occurrence shall be documented for reference in the personnel file.

If the Department head/supervisor has reason to reprimand an employee, it shall be done in a manner that shall not embarrass the employee before other employees or the public. Oral reprimands should be identified as such.

When any disciplinary actions more severe than an oral reprimand is intended, the department head/supervisor shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action.

An employee who has been notified that he/she is being investigated for possible disciplinary action shall be informed, in writing, of the status of the investigation upon its conclusion.

8.1 Suspension

An employee may be placed on suspension for cause by the Department Head. In the case of an exempt employee, as defined by FLSA, any suspension less than five days must be compensated. Compensation shall be in the form of unused vacation time. Non-exempt employees shall be placed on suspension with no pay.

The Department head may place an employee who is the subject of a disciplinary investigation on an administrative leave with pay provided a reasonable basis exists to warrant such leave. If, as a result of the investigation, discipline is imposed on the employee, he/she may be required to reimburse the City for the pay provided while on leave.

An employee on administrative leave shall continue to receive City paid insurance benefits.

8.2 Discharge

If the Mayor feels there is just cause for discharge of a classified non-bargaining employee, the employee shall be notified, in writing, that they are to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, and to present his/her side of the story at a pre-termination hearing. The right to such meeting shall expire at the end of the next scheduled

workday of the employee after the notice of discharge is delivered to the employee unless the employee and the Appointing Authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, the requirement to be in pay status shall not apply.

Unclassified employees may be terminated by the Mayor at any time, and are not afforded an appeal procedure or a pre-termination hearing.

8.3 Veterans Preference Act

Any disciplinary action resulting in the intent to discharge a veteran must adhere to Minnesota Statute 197.455 Veteran's Preference Act. In essence, any veteran who has been notified of the intent to discharge him/her from their appointed position shall be notified in writing of such intent and the veteran's right to request a hearing within 60 days. A veteran can not be removed from a position except for incompetence or misconduct shown after a hearing, upon due notice, upon stated charges, in writing. Failure of the veteran to request a hearing within the 60-day period shall constitute a waiver of the right to a hearing. A request for a hearing must be made in writing and mailed or personally submitted to the Human Resources Office. The Civil Service Board shall serve as the veteran's hearing board; appeals of the decision of the Board may be made to district court.

8.4 Police Officers Bill of Rights

The Peace Officer Discipline Procedures Act is defined in Minnesota Statute 626.89. The City shall comply with this Statute in respect to disciplinary procedures for Peace Officers.

8.5 Personnel Files

Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel record.

An oral reprimand shall not become part of an employee's personnel record, except for the documentation of occurrence. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel record. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee. Problem areas in performance shall be reflected in the employee's annual performance appraisal.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the personnel office record and shall be entitled to have the employee's written response included therein if submitted in a timely fashion.

Documentation regarding any wage garnishment action against an employee shall not be placed in the employee's personnel file.

8.6 Access to File

The contents of an employee's personnel office record shall be disclosed to the employee upon request, within a reasonable period of time. In the event a grievance is initiated, the Human Resources Office shall provide a copy of any items from the employee's personnel office record upon the request of the employee.

8.7 Removing Materials from File

Upon the employee's request for consideration, the following documentation may be removed from the employee's personnel file upon the recommendation and/or approval of the Section Director:

1. a written reprimand provided that no further disciplinary action has been taken against the employee;
2. a written record of a suspension provided that no further disciplinary action has been taken against the employee;
3. a written requirement to provide a medical statement (and any such statements) due to suspected sick leave abuse.

A written request to remove a document from a personnel file under this section shall be made to the department head for approval and submitted to the Human Resources Office. The request shall not be placed in the file.

IX. USE OF CITY VEHICLES

2/10/95

9.0 Use of City Vehicles

City vehicles shall be used by employees only in conjunction with their performance of normal City operations and duties. City vehicles shall not be used for private employee travel except where the employee has received the prior approval of the Mayor to use the vehicle for personal use and such use occurs upon terms as will provide for reporting by the employee of the miles used for personal business.

Persons operating City vehicles must have a valid driver's license. Operation of a City vehicle or operation of a personal vehicle while on City business without a valid driver's license and appropriate class designation constitutes just cause for disciplinary action.

Persons operating City vehicles shall not carry passengers unless necessary to conduct City business. City employees conducting official City business out of town may carry as passengers family members only if such accompaniment does not interfere with City business.

The use of two-wheel motorcycles for City business is considered an unnecessary and unreasonable risk to the employee and to the City, and will not be permitted, unless provided for in previous City Council action.

X. POLITICAL ACTIVITY

11/10/92

10.0 Political Activity

No employee shall, directly or indirectly, during his/her hours of employment, solicit or receive funds, or at any time use his/her authority or official influence to compel any other employee to apply for membership in or become a member of any organization, or to pay or promise to pay any assessment, subscription, or contribution, or to take part in any political activity.

Any officer or employee of the City, except a currently serving Council member or Mayor, shall take an unpaid leave of absence upon becoming a candidate for any public office if the Mayor determines that the candidacy conflicts with the employee's regular City employment. Such leave of absence shall terminate on the day following the date of election for which the employee was a candidate.

A person elected to a public office must be permitted time off from regular employment to attend meetings required by reason of the public office. The time off may be without pay, with pay, or made up with other hours, as agreed between the employee and the City. When an employee takes time off without pay, the City shall make an effort to allow the employee to make up the time with other hours when the employee is available. No retaliatory action may be taken by the City for absences to attend meetings necessitated by reason of the employee's office. (Reference Minnesota Statute 211.B10 Subd.2.

XI. MISCELLANEOUS PROVISIONS

1/1/97; 10/23/13

11.0 Working Conditions

An employee will not be required to work under conditions caused by severe weather which would endanger his/her health, except in cases of emergency. If an employee elects to not report to work due to weather conditions, notice must be provided to the supervisor at least one half hour before the regular time scheduled to report to work, or as soon as practicable thereafter. In order to be paid for time off, the employee must use available vacation or comp time.

11.1 Discrimination Prohibited

No person in the service of the City shall be appointed, promoted, reduced, or in any way favored or discriminated against because of his/her race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, age, sexual orientation, and/or familial status.

This provision shall be interpreted in accordance with applicable federal and state law. In the administration of this Guide, the City will provide reasonable accommodations to qualified employees with a disability and to employees based on their religious tenets. The need for and the extent of such accommodations shall be determined by the City in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may be in conflict with another part of this Employment Guide.

11.2 Affirmative Action Statement

The City shall make every good faith effort to provide equal opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives, and regulations of Federal, State, and Local governing bodies or agencies thereof, specifically Minnesota Statute 363.

11.3 Residency Requirements

All Classified, Non-Bargaining Peace Officers and Classified, Non-Bargaining Firefighting personnel shall live within a thirty (30) minute driving time distance of the Law Enforcement Center (LEC) or Fire Station #1 provided that distance in a direction shall not be restricted to less than six (6) miles from that location. The driving time shall be defined as that period of time from departure of the LEC/Fire Station #1 to the proposed residence location and shall be the average of at least three (3) but not more than five (5) trips. The Chief of the Department or his/her designee may time said trips and insure the observation of speed limits and applicable traffic regulations.

Additionally, all said employees of the Fire Department will be expected to wear pagers or other electronic communications devices.

XII. VACATIONS

8/6/01; 1/26/04; 3/31/06; 5/7/12

12.0 Vacations with pay shall be granted to all benefit eligible employees who have successfully completed an initial probationary period. Schedules as shown are for full-time employees and must be pro-rated for benefit eligible employees less than 40 hours. If a person in probationary status or new employee leaves the service before completing the initial probation, he/she will receive no vacation pay. In the case of unclassified employees (who have no determined probation period), use of vacation is at the discretion of the department head.

a. Classified Non-Bargaining and Unclassified: The following vacation schedule applies to all benefit eligible classified non-bargaining and unclassified employees effective July 1, 2006: (except Battalion Chiefs):

	<u>Hours per Pay period</u>	<u>Hours per Year</u>	<u>Max Accrual</u>
Date of Hire through Year 5:	3.69	96	96
Start of Year 6 through Year 13:	5.54	144	144
Start of Year 14 through Year 21:	7.38	192	192
Start of Year 22 and beyond:	9.23	240	240

b. Fire: The following vacation schedule applies to the Battalion Chief (56-hour week):

<u>Years of Service</u>	<u>Vacation Time</u>
Start through year 5	6 days
Beginning of year 6 through year 13	8 days
Beginning of year 14 through year 20 Year 21	11 days 12 days
Beginning year 22 and beyond	14 days

12.1 Anniversary Date
All increases in vacation are based on the employee's anniversary date of original employment during a period of continuous employment.

12.2 Probationary Period
Vacation is earned during the initial probationary period, but the employee is eligible to use vacation after the first six months of continuous employment. If a new employee leaves the service before completing their probationary period, the employee will receive no vacation pay.

12.3 Availability of Vacation
Vacation is earned and credited each two- (2) week pay period. Vacation is available for use as it is earned, with the exception of newly hired employees during the first six months of an initial probation.

12.4 **Maximum Accrual**

Employees will be allowed to accrue vacation in the amount that is earned for the year. During a calendar year, the amount may exceed the maximum; however, June 30 of each year the number of vacation hours accrued shall be automatically reduced to the allowable maximum for 40-hour personnel; for 56-hour personnel the cut-off date is December 31.

56-hour personnel may carry over unused hours in excess of their maximum that are less than a full 24-hour shift.

12.5 **Requests for Vacation Leave**

Requests for vacation leave shall be made in accordance with departmental work rules.

12.6 **Waiving Vacation**

Vacation may not be waived by an employee for the purpose of receiving extra pay for work during that period.

12.7 **Rescheduling Vacation for Illness**

If an employee or a member of the immediate family becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be re-scheduled. In the event that the employee's incapacity continues until January 1, he/she shall be compensated in time off in the following year.

12.8 **Unused Vacation**

If an employee has been unable to use all of his/her vacation leave because of press of work, the Mayor's Office may, upon recommendation of the department head, approve compensating the employee in time off in the following year.

XIII. HOLIDAYS

5/1/00; 1/26/04; 5/7/12; 9/23/13

13.0 The following days shall be paid holidays for all benefit eligible classified non-bargaining and unclassified employees (a day is determined by a pro-rated amount for benefit eligible employees less than 40 hours).

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday preceding Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
*Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
**Friday after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

* Applies to Fire only

**Applies to all other classified non-bargaining and unclassified

With the exception of Fire (56-hour) Department personnel, when New Year's Day, Independence Day, Veteran's Day, Christmas Eve or Christmas Day fall on a Saturday, the preceding day will be a holiday, and when they fall on Sunday, the following Monday will be a holiday. 56-hour Fire staff shall observe the holiday on the date as listed above.

As of 1/1/09, all employees regularly assigned to a 56- hour workweek shall receive an additional 19 hours compensation for each full holiday. Effective January 1, 2013, all employees regularly assigned to a fifty-six (56) hour work week shall receive an additional two hours hour for a total of 21 hours compensation for each full holiday. Effective January 1, 2014, all employees regularly assigned to a fifty-six (56) hour work week shall receive an additional three hours for a total of 24 hours compensation for each full holiday. 9-23-13

a. Holiday During Day Off or Paid Leave: If a holiday is observed during an employee's scheduled day off, or during an approved paid leave, he/she shall be granted an additional day off for the unworked holiday, except for employees of the Fire Department at the rank of Battalion Chief.

b. Work on Holidays: If a non-exempt classified non-bargaining employee works on any of the holidays listed above, he/she shall be paid at the rate of time and one-half for all hours worked in addition to his/her regular holiday pay.

c. Fire: If a Fire Department employee at the rank of Battalion Chief regularly assigned to a 56 hour work week works on any of the holidays listed above, he/she shall be paid at a rate of time and one-half for all hours worked in addition to his/her regular holiday pay. For purposes of this section, a holiday shall include the hours from 0000 hours on the date of the holiday until 2400 on the day of the holiday inclusive.

XIV. LONGEVITY PAY

1/10/94

14.0 Establishing Longevity

All full time employees shall be eligible for longevity pay in accordance with the provisions of this Section.

14.1 Rate of Longevity Pay

Longevity pay for all classified non-bargaining and unclassified employees shall be applied as follows:

1. After completion of the fifth year and ending with the tenth year of continuous service, an employee shall be paid \$2.00 per month for each year of service.
2. After completion of the tenth year and ending with the fifteenth year of continuous service, an employee shall be paid \$2.50 per month for each year of service.
3. After completion of the fifteenth year and ending with the twentieth year of continuous service, an employee shall be paid \$3.00 per month for each year of service.

4. After completion of the twentieth year and ending with the twenty-fifth year of continuous service, and employee shall be paid \$3.50 per month for each year of service.

5. After completion of twenty-fifth year of continuous service, an employee shall be paid \$4.00 per month for each year of service. Maximum years of service for purposes of longevity is 25 years.

This policy is reflected in the attached schedule.

14.2 Continuous Service to be Eligible

Service with the City must be continuous for an employee to be eligible for longevity pay, except for leaves of absence as may be granted according to Personnel Policies or Civil Service Rules. Military service with the armed forces of the United States will not be considered an interruption of employment, as provided by state law.

14.3 Date of Eligibility

An employee's eligibility for longevity pay will be calculated from his/her date of employment in the classified service, or the date of appointment to a permanent position in the unclassified service, to the nearest beginning of a month. The period of probation shall be included, but any employment as an emergency, temporary, or seasonal employee shall not apply toward longevity pay.

14.4 Overtime Does Not Apply

Overtime will not make an employee eligible for additional longevity pay.

14.5 Date of Payment

Longevity pay shall be paid on separate payroll once a year in January for the year beginning the previous January 1 and ending the previous December 31. Longevity pay shall not be given in advance. Upon the termination of employment with the City, an employee's accumulated longevity pay will be paid.

XV. INSURANCE

2/10/03; 1/26/04; 3/15/04; 3/31/06; 12/7/09; 5/7/12; 10/23/13

15.0 Insurance Benefits

Insurance benefits are provided to full time and benefit eligible employees.

15.1 Life and Dental Plans

Life insurance is provided through a \$20,000 term policy on the employee only. Employees have the option to purchase family coverage at the negotiated benefit rate which provides a \$10,000 term policy on an employee's spouse and/or \$5,000 term policy on the employee's eligible dependents. Employees also have the option of purchasing a voluntary term life policy solely at the expense of the employee.

Dental insurance is provided with a negotiated carrier.

15.2 Insurance Contributions

a. City Contribution: The City shall contribute ninety percent (90%) of the total cost of premiums for family coverage for health, dental and life insurance. The City shall contribute one hundred percent (100%) of the total cost for an employee choosing single coverage. Family coverage for purposes of insurance includes the employee and any dependents to which coverage is extended under the City's insurance policies. The City may, at its discretion, select alternative carriers that provide at least equivalent coverage.

Effective January 1, 2015, the City shall also contribute \$2,750 over the course of the calendar year into the employee's health savings account (HSA) to those employees electing the HDHP family plan and \$1,100 over the course of the calendar year into the employee's health savings account (HSA) for those employees electing the HDHP single plan. For enrollments later in the year, the amount will be pro-rated.

b. Supplemental Life Insurance: Additional \$10,000 increments of life insurance may be purchased at the expense of the employee, with a maximum of \$250,000; an employee may have to submit to an application for insurability as required by the life insurance provider.

c. Employee Contribution: Employees shall be responsible for all costs of insurance in excess of the City's contribution. That amount shall be directly deducted from an employee's compensation. The City may implement a premium conversion program that will allow employees to elect to pay their portion of the insurance contribution on a pre-tax basis.

d. Single and Opt-Out Incentive: Any employee eligible to carry family coverage may, at their option, elect to take single coverage. The City will pay any employee making this election \$2,000 for the year. The employee must be otherwise eligible to elect family coverage. Proof of eligibility for family coverage may be required. Any employee may also, at their option, waive coverage through the City's health insurance providers. The City will pay any employee making this election \$3,100 for the year when accompanied by proof of alternate insurance coverage on the employee. The employee must make this election during open enrollment and provide proof of insurance each year to qualify for the entire amount. Payment will be made at the calendar year-end to afford employees with a qualifying event the opportunity to re-new family coverage. Payment will be for the number of months during the year that the employee is qualified for coverage but carries less or no coverage. This election shall only be modified as a result of an insurance provider-approved qualifying event.

e. Cancer Insurance; the City will provide for payroll deduction for cancer insurance premiums for all employees who desire this option. The total cost of the premiums shall be the responsibility of the employee requesting the option. The City will indicate the appropriate carrier; only one policy of cancer insurance will be made available.

f. PERA Life Insurance; the City will provide for a payroll deduction for PERA Life insurance for all employees who desire this option. The total cost of the PERA life insurance premiums shall be the responsibility of the employee requesting this option.

g. Short term disability; the City will provide for payroll deduction for short-term disability insurance premiums for all employees who desire this option. The total cost of the premiums shall be the responsibility of the employee requesting the option. The City will indicate the appropriate carrier; only one policy of short-term disability insurance will be made available.

h. Other Voluntary programs; the City may, at their discretion, offer other forms of voluntary programs such as long term disability and critical illness coverage, allowed as a payroll deduction but at the sole expense of the employee.

15.3 PERA Retirees

Classified Non-Bargaining and Unclassified: Classified non-bargaining and unclassified employees who retire at an age less than 65 shall be eligible for the same group health insurance coverage as is provided for active employees. Employees wishing to exercise this option shall notify Human Resources within the time period allowed under COBRA laws (60 days from the date of the qualifying event).

Classified Non-Bargaining and Unclassified Employees appointed prior to 8/6/01:

1. For 5 years following a PERA qualified retirement (up to age 65): The City will pay for individual (single) coverage, at the same percentage for the cost of premiums, on behalf of the retired employee for 5 consecutive years following the date of retirement, up to age 65, as is paid for active employees. The retired employee shall pay for coverage for family (dependent) coverage at the same rate as current employees pay for such coverage. Retirees may add dependents as a result of a qualifying event or during open enrollment periods if the dependents are considered qualified beneficiaries under COBRA rules.

2. Sixth Year: The City will pay for coverage on behalf of the retired employee (up to age 65) at the rate of 50% of the cost of the premium in the year following the 5-year period described above. Premiums will be paid at 50% of what is being paid for family coverage at the time of the 6th year. Retirees may add dependents as a result of a qualifying event or during open enrollment periods if the dependents are considered qualified beneficiaries under COBRA rules.

3. Remaining Years of Retirement to Age 65: The retired employee shall pay the entire cost for coverage under the group plan (self and dependents), for any years not covered by the 5-year period and sixth year as described above, up to age 65, if they wish to remain in the City's plan. On the first of the month in which a retired employee turns 65, the employee may be eligible for Medicare. In the event the employee retired before age 65, that employee is entitled to participate in the City's group plan indefinitely, at their own expense. Employees retiring at age 65 or above are only entitled to participate in the group plan (at their own expense) for the duration of the City's COBRA obligation, in most cases 18 months. Participation for spouses and dependents may vary; please contact Human Resources for further information.

Failure to make insurance payments to the City will terminate a retired employee's right to continue in the group plan. To qualify for this benefit, an employee must be eligible to receive a PERA annuity at the date of that employee's retirement. However, it will be the former employee's obligation to inform the City that he/she wishes to exercise this option. The City will not pay any retroactive premiums. All retirees who receive an annuity under a retirement program may elect to purchase at their expense individual and dependent health and dental coverage equivalent to that of active employees pursuant to Minn. Statute 471.61 Subd. 2.

15.4 PERA RETIREES (appointed on after 8/6/01):

Classified non-bargaining and unclassified employees hired after 8/6/01 shall be entitled to remain on the City's group health insurance plan at their own expense as permitted by state and federal laws upon a qualifying retirement. There is no provision for City-paid retiree insurance.

15.5 POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

8/18/16; 3/27/17

Any severance due to a coordinated PERA employee who retires from city service from banked sick leave held in the special fund, 50% of unused sick leave, current year's accrued sick leave, longevity, compensatory time or unused personal leave day shall be deposited at 100% into a post-employment health care savings account to be used following separation of City service. These funds shall be withheld pre-tax and invested at the direction of the individual employee, and may be used to pay eligible medical/dental expenses as described by IRS Publication 502. Any remaining severance will be paid to the employee upon separation and subject to all federal, state, and local taxes. adopted by Council 5/1/06; 3/27/17

Any severance due to a coordinated PERA employee who resigns or is terminated from city service from banked sick leave held in the special fund, 50% of unused sick leave or current year's accrued sick leave shall be deposited at 100% into a post-employment health care savings plan account, to be used following separation of City service. (See section 5.1 for eligibility of sick leave upon resignation or termination). These funds shall be withheld pre-tax and invested at the direction of the individual employee, and may be used to pay eligible medical/dental expenses as described by IRS Publication 502. Any remaining severance will be paid to the employee upon separation and is subject to all federal, state, and local taxes. Adopted by Council 3/27/17

15.6 POLICE AND FIRE PERA POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

Any severance due to a Police or Fire PERA employee due to resignation, termination or retirement from banked sick dollars held in the special fund, 50% of unused sick leave, current year's accrued unused sick leave, earned vacation payable, longevity or unused personal leave day shall be deposited at 100% into a post-employment health care savings plan account, to be used following separation of City service. (See section 5.1 for eligibility of sick leave upon resignation or termination). Adopted by Council 1/26/04; 3/27/17

Beginning July 1, 2017, all active Classified Non Bargaining and Unclassified Police and Fire PERA employees will contribute 1% of their gross wages each pay period into the post-employment health savings account plan. Adopted by Council 3/27/17

These funds shall be withheld pre-tax and invested at the direction of the individual employee, and may be used to pay eligible medical/dental expenses as described by IRS Publication 502. Any other funds due the employee upon separation will be paid subject to any applicable federal, state, and local taxes.

XVI. MISCELLANEOUS BENEFITS

5/1/00; 1/26/04; 3/14/11; 5/7/12; 9/23/13; 3/27/17

16.0 Uniforms and Clothing Allowance

a. Special Clothing Requirements: If an employee is required to wear a uniform by the City he/she will be supplied such uniform by the City. All employees whose work requires the wearing of protective clothing will be supplied such clothing by the City. At the sole discretion of the City, an allowance may be provided as an alternative to being supplied with uniforms or protective clothing.

b. Police: Effective January 1, 2015; the uniform allowances for the Police Chief, Assistant Police Chief, and Commanders will be \$85.00 per month.

c. Fire: The uniform allowance for employees of the Fire Department at the rank of Fire Marshal, Battalion Chief and above shall be \$85.00 per month effective January 1, 2015.

d. Safety Shoes: At the discretion of the department head, safety shoes will be purchased for employee's who are required to have safety shoes. The amount paid shall not exceed \$165 for any 2-year period.

16.1 License Fee

The City shall pay the entire fee for licenses or endorsements required for an employee to continue to perform the duties and responsibilities of a position which that employee holds on the date the licensing requirement becomes effective. The City shall pay the entire fee for renewal of licenses or endorsements required for the position the employee holds, except that the City shall not pay the cost of renewal of a Class D driver's license or any endorsement thereto. Individuals applying for original appointment, promotion, demotion, reinstatement, transfer, or appointment to another department for a position of employment which requires a license shall be responsible for the entire cost of obtaining that license.

16.2 Direct Deposit of Payroll Checks

The City mandates a direct deposit of payroll checks at selected participating banks.

16.3 Flexible Benefits

The City will provide a pre-tax benefit whereby eligible medical expenses and dependent care expenses may be deducted from salary on a pre-tax basis and claims made for those accounts are submitted to Human Resources for reimbursement. All enrollment requirements and procedures must be followed for participation.

Salary Adjustments:

2015; January 1	1%	2017; January 1	2%
July 1	1%	July 1	1%
2016; January 1	1%		
July 1	1%		

This agreement is approved as of the date approved by the City Council of March 27, 2017.

CITY OF ST. CLOUD, MINNESOTA

By _____
Dave Kleis, Mayor

By _____
Gregg A. Engdahl, City Clerk