



**City of North St. Paul
City Council
Workshop Meeting Agenda**

**January 4, 2022
5:00 PM**

The City Council Meeting will be conducted on **January 4, 2022** at 5:00 p.m. The meeting location is the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

The City Council will also be meeting by interactive TV under Minn. Stat. 13D.02. Members of the public are permitted to attend the meeting in person. However, it is encouraged to participate in the meeting remotely. Instructions can be found below.

The **January 4, 2022** Zoom meeting can be accessed via:

<https://tinyurl.com/NSPCityCouncil>

or by phone at 1-929-205-6099, meeting ID 821 4097 2224, password 362656.

You can also watch the meeting on our YouTube channel here tinyurl.com/NSPYouTube

The City Council Zoom meeting will be 'open to the public' to listen in but will be muted from contributing at all times with the exception of a Public Hearing and open to the public forum.

I. Call to Order

II. Roll Call

Council Member Thorsen
Council Member Petersen
Council Member Wong
Council Member Cole
Mayor Furlong

III. Adopt Agenda

IV. Topic(s)

- A. North St. Paul Vacation Carryover
- B. Police Employee Excess Accrued Hour Bank Solution / ISD622 Contract Reimbursements

V. Other Business

VI. Adjournment

The next regularly scheduled City Council Workshop meeting is January 18, 2022.

**To**

Honorable Mayor Furlong and City Council

Date

January 4, 2022

Agenda Placement # IV.A

Topic(s)

Subject

North St. Paul Vacation Carryover

Background/Facts**ITEM ALSO ON CITY COUNCIL REGULAR MEETING FOR APPROVAL**

Due to workforce shortages, it is requested to temporarily pause the vacation accrual provision and allow employees with a surplus of vacation time at the conclusion of 2021 to be able to carry over the entire balance of vacation into 2022. The maximum accrual caps shall be reinstated at the conclusion of 2022.

Recommendation:

Discussion only.

Attachments

1. Res 2022-xxx Approving Pause on Employee Manual Policy Regarding Vacation Accrual

Respectfully submitted,
Brian Frandle, Electric Director
Soren Mattick

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2022-xxx

**RESOLUTION APPROVING PAUSE ON EMPLOYEE MANUAL POLICY
REGARDING VACATION ACCRUAL**

WHEREAS, a need has arisen to temporarily pause the vacation accrual provision in the employee manual to remained fully staffed during this season of workforce shortages; and

WHEREAS, the Interim City Manager has determined that it is in the best interests of the City of North St. Paul to give the City Council the opportunity to approve the suggested changes, attached hereto as Exhibit A, rather than approve the change unilaterally.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, it is recommended that the City Council hereby approves and adopts the amended Vacation provision of the Employee Manual attached as Exhibit A.

ADOPTED this 4th day of January 2022.

Motion by Council Member xxx

Second by Council Member xxx

Voting:

Ayes:

Nays:

Absent:

Abstain:

Terrance J. Furlong, Mayor

Attest:

John Stark, City Manager/ Clerk

EXHIBIT A

3. Vacation

...

An employee is allowed to accumulate vacation time up to a maximum accrual of:

- Maximum of 20 days (160 hours) through 15 years employment.
- Maximum of 30 days (240 hours) more than 15 years employment.

Vacations from work are important and employees should plan to use all vacation earned each year.

However, at the conclusion of 2021 employees with a surplus of vacation time over the maximum accrual shall carry over that whole amount of vacation time into 2022. At the conclusion of 2022, the maximum accrual caps shall be reinstated.



To

Honorable Mayor Furlong and City Council

Date

January 4, 2022

Agenda Placement # IV.B

Topic(s)

Subject

Police Employee Excess Accrued Hour Bank Solution / ISD622 Contract Reimbursements

Background/Facts

ITEM ALSO ON CITY COUNCIL REGULAR MEETING FOR APPROVAL

The police officers in North St. Paul have not been allowed sufficient time to utilize their accrued vacation or holiday hours in 2021. Additionally, throughout the past year, many officers have worked in excess of their scheduled hours due to the demands created by the pandemic and on-duty employee injuries.

North St. Paul city employees are provided 96 holiday hours per calendar year. As stated in police labor contract language, holiday hours are to be used by December 31st of each year or they will be forfeited. The year 2021 has not allowed ample opportunity or the intended use of the provided holiday hour banks.

The pandemic and staffing crisis facing North St. Paul Police Officers in 2021 has also created an overage of "suspense" hours in the accrual banks. In a typical year, "suspense" hours will even out over the course of the year. Due to their unique 24 hour a day, 365 days a year, demands of police work, police officers operate in 28-day cycles of 12-hour shifts, in four days at work, four days off of work schedule. The suspense hour accrual bank allows the application of excess hours worked during one pay period, to the next pay period that has reduced working hour amounts.

The police work schedule format of the North St. Paul Police Department is in alignment with many other police departments and sheriff's offices. While created to ensure the emergency service availability of officers, these unique schedules create the need for staffing levels to facilitate, allow, and ensure normal use of all accrual hour banks for Police Officers. The year 2021 has not enabled appropriate use of accrued banks for police officers.

When I started as Police Chief of North St. Paul on August 23, 2021, the North St. Paul Police Department was allotted 17 sworn staff in the budget. On that date, the following numbers comprised the working and present employed Police Officers:

14 Officers (1 Chief, 3 Sergeants, 10 Officers)

- 2 Out on duty related injury
- 1 Resigned for employment opportunity at another agency

From the 14 total sworn Police Officers, we had 11 officers to respond to emergency calls for service in the City of North St. Paul.

11 Officers on patrol to serve the city, 24 hours a day, 7 days a week is not adequate. The 3 officers not assigned patrol, but frequently aided patrol officers due to need, are the School Resource Officer, the Investigator, and the Chief. These positions are necessary components of the Police Department operations, which cannot be permanently assigned to perform patrol services.

Of the 11 Officers assigned to Patrol, since August 23, 2021, we have had the following staffing impacts

- 3 officers off work for extended periods on FMLA.
- 4 officers have been out due to COVID-19 quarantine.

This has led to our patrol employees, who respond to emergency calls for service, being at dangerously low and unsafe levels. This caused us to rely on staff to work on different schedules, different shifts, and work numerous overtime hours, without enabling the proper use of their vacation, suspense, or holiday allotted hours. The year 2021 has not allowed for the flexible scheduling that is encouraged in the North St. Paul City employee policy manual, which states: "The City of North St. Paul shall work towards creating a workplace environment that enables employees to strive for and achieve a meaningful work-life balance." Police officers for North St. Paul in 2021, have not been provided a healthy work-life balance, nor a flexible schedule that allows for it.

Additionally, in 2021 and going forward, police officers have the opportunity to leave their current employer and become hired by nearly any agency in the state of Minnesota. Every agency is facing depleted staffing numbers, minimal applicant pools, and is constantly seeking outstanding officers who are willing to join them. My current posting for the police officer position in North St. Paul has received 7 applications, who have yet to complete the next phases of the hiring process. All employees will remember how they are treated when they are asked to do more and sacrifice their personal time to do it. We have outstanding officers, we need to show them we appreciate their willingness to show up to work when the department and city needed them most, and we need to retain them.

Recommendation:

I respectfully ask that you approve paying the excess balances of any police officer who has accrued balances remaining in holiday hours due to the inability of proper

use in 2021. I also ask that you approve allowing all police officers the ability to retain all accrued vacation hours that would have been previously forfeited due to contractual language, and allow the accrued vacation hour use in 2022.

I also recommend that you approve paying any excess balances of suspense time at a rate of 1.5 hours, per each excess hour present in their suspense time hour banks. As these are all additional hours physically worked by each employee, beyond the standard 2080 hours of a typical annual work schedule under the Fair Labor Standards Act, they should be compensated at an overtime rate. The police officers of North St. Paul have been the model definition of the extraordinary. That is our North St. Paul motto, by showing up to serve this community when the department needed them the most. They have exemplified the core value of our city by “going the extra mile” and doing more than what is expected of them.

I also recommend that you associate the budgeted reimbursements from the Police Department and the ISD622 contract to the police budget by assigning the reimbursements of requested and delivered overtime law enforcement services, in excess of the cost of an SRO (\$74,160) to ISD622, to the police budget.

Currently, the regular wage and overtime rates for police services in ISD622 are charged to the police budgeted employee costs. Meanwhile, the contractual reimbursed payments by ISD622 for police services are not associated with or returned to the police budget. While we have ample reasons for services in the school building, such as strengthening trust with youth, mentoring youth, building positive relationships with students and staff, preventing crime, providing medical care, and ensuring safety and security of all students and staff, from a police budgetary perspective as we currently operate, there is no reason to employ the services of a North St. Paul Police Officer in ISD622. I recommend the City Council authorize a budget amendment in the amount of revenue in excess of \$74,160 received from ISD 622. The Police Department budget will be amended for the amount of excess revenue when received.

Attachments

1. DOCS-#219826-v1-LETTER_OF_UNDERSTANDING_LELS_PATROL
2. DOCS-#219829-v1-LETTER_OF_UNDERSTANDING_LELS_SERGEANTS
3. School District 622-Contract 2021-2022
4. Res 2022-xxx A RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE POLICE DEPT 2022BUDGET

Respectfully submitted,
Phil Baebenroth, Police Chief

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of North St. Paul (hereafter "City"), Law Enforcement Labor Services, Inc. Local No. 211 (Patrol Officers) (hereafter "Union").

Due to workforce shortages, the City has committed to allowing all unused holiday and compensatory hours for 2021 to be carried over to 2022. The City and the Union hereby agree to the following:

- 1.) The following changes to Article XXIV Holidays section 24.1:

24.1 There will be ninety six (96) holiday hours for all EMPLOYEES per calendar year. Holiday Hours shall be used by December 31 of each year and will be forfeited if not used. However, all unused holiday hours in 2021 will be carried over to 2022.

- 2.) The following changes to Article XX Compensatory Time:

On January 1 of each year employees shall be credited with thirty-two hours (32) of compensatory time. Any time not used by December 31 shall be forfeited. However, all unused compensatory time from 2021 will be carried over to 2022.

- 3.) The Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2022.
- 4.) This Memorandum of Understanding represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated by their respective signatures.

CITY OF NORTH ST. PAUL

Terrence Furlong, Mayor

Signature Date

Brian Frandle, Interim City Manager

Signature Date

Union

, Business Agent

Signature Date

, Union Steward

Signature Date

, Union Steward

Signature Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the City of North St. Paul (hereafter "City"), Law Enforcement Labor Services, Inc. Local No. 298 (Police Sergeants) (hereafter "Union").

Due to workforce shortages, the City has committed to allowing all unused holiday and compensatory hours for 2021 to be carried over to 2022. The City and the Union hereby agree to the following:

- 1.) The following changes to Article XVII Holidays, section 17.1.

17.1 There will be twelve (12) holidays for all employees per calendar year. All unused holiday time from 2021 will be carried over to 2022.

- 2.) The following changes to Article XX Compensatory Time:

24.1 On January 1 of each year employees shall be credited with thirty-two hours (32) of compensatory time. Any time not used by December 31 shall be forfeited. However, all unused compensatory time from 2021 will be carried over to 2022.

- 3.) The Agreement shall be effective as of January 1, 2021 and shall remain in full force and effect until December 31, 2022.

- 4.) This Memorandum of Understanding represents the complete and total agreement between the parties regarding this matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates indicated by their respective signatures.

CITY OF NORTH ST. PAUL

Terrence Furlong, Mayor

Signature Date

Brian Frandle, Interim City Manager

Signature Date

Union

, Business Agent

Signature Date

, Union Steward

Signature Date

, Union Steward

Signature Date

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (the "Agreement") dated September 1, 2021 is by and between the City of North St Paul and Independent School District 622.

RECITALS

WHEREAS, the School District and the City are both corporate bodies politic under the Laws of the State of Minnesota: and

WHEREAS, both the City and District desire to enter this agreement for the provision of law enforcement services by North St Paul to the District: and

WHEREAS, this Agreement is authorized and provided for by Minnesota Statutes 471.59.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

1. Purpose

The City and School District will collaborate on a law enforcement services provided by a School Resource Officer. Both the City and School District have determined that the law enforcement provided by the SRO is beneficial to school and community safety and promotes collaboration between the City, District, parents and students. This Agreement is intended, in part, to set forth the terms and conditions, to create, fund, and implement the position of a police School Resource Officer ("SRO").

The SRO reports to North St Paul designated Police Supervisor in collaboration with school administrators.

2. Job Duties

The SRO will work towards carrying out the mission of the North St Paul Police Department within the school community as per the City's job description. The SRO will act in their capacity and authority as a Police Officer for the City of North St Paul Police Department to provide a safe learning environment, to prevent crime, and to investigate and solve crimes.



School District 622

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3. Funding-SRO Program

The City is responsible for hiring the SRO and paying his or her salary- benefits and training costs and the District will contribute \$74,160 to the city for those costs. Overtime for special events that may be required for the safety of students, staff, and visitors to School District facilities.

4. Services

- a. The City shall provide the services of one primary police officer to assist the School District. The School District agrees to provide adequate office space, telephone access, computer and printer for use by the SRO(s). The SRO will be on duty during regular school hours in the school district during all student contact days and comply with the City of North St Paul job description. While on duty with the school district, the SRO is primarily engaged in school district services; however, the Police Chief has the authority to redeploy the SRO should a specific emergency or public safety necessity require such deployment. The SRO will respond to calls to all schools in the City of North St Paul although maybe based primarily at one school in the city.
- b. Selection of SRO. The City will assign someone who already is currently employed by the City to the SRO position and the District will provide input on the assignment with the Chief having final authority to select the SRO. The City of North St Paul has the authority of determining the rotation of the SRO assignment.
- c. Dress Code: The SRO may wear Police Department issued uniform or civilian clothing attire in compliance with the Police Department Uniforms and Appearance Policy.

5. Performance Issues

The School District shall promptly report to the Chief of Police any issues or concerns it has regarding the assigned officer's work performance. The School District may also provide annual input to the Chief of Police regarding the officer's work performance.

6. Incidents

Incidents occurring on or about school premises that require police intervention should be primarily investigated by the SRO. The assigned and/or participating officer shall prepare

customary police incident report(s) and perform investigations in accord with North St Paul Police Department Policy and Procedure.

7. School Discipline Rules

The SRO shall not enforce any school disciplinary rules or policies.

8. Coordinating Representatives

Representatives of the City, the Police Department and School District will meet as necessary to discuss, coordinate and recommend revisions, if necessary, to the SRO services/agreement.

9. Payment

The City shall provide billing statements to the School district for services provided herein on a semi-annual basis on June 30 and January 1 of each year. Such statements will be due and payable by the School District to the City no more than thirty (30) days after receipt of the same. The billing to the School district shall be done so in arrears of service provision (January billing shall cover the immediately preceding period of July 1 through December 31).

10. Term

This Agreement shall commence on the 1st day of September 2021, and shall end on the 31st day of August 2022.

11. Independent Contractor

The City, through its Chief of Police, will remain free to exercise judgment in this Agreement. The City acknowledges that no withholding for state or federal benefits or taxes will be made from the payments due to the City by the School District. The City also acknowledges that it has the sole obligation to comply with state, local and federal tax provisions with regard to these services and the employees hired by the City to perform services described herein, including workers' compensation laws.

12. Scheduling

The SRO will be on duty during regular school hours in the school district all days while school is in session and comply with the City of North St Paul job description. During non-student contact days during the school year and during the summer months, the Chief of Police will determine the SRO's schedule.



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Overtime:

As requested by the school district with the approval of the Chief of Police and/or his/her Designee, the SRO is authorized to work special events (prom, homecoming, school dances, special athletic events, etc.), attend meetings, or complete investigations outside of the regular schedule to promote public safety and enhance safety for students, staff and visitors.

Recognizing the joint nature of the SRO program, and the desire to provide the School District with a fixed cost of the SRO program, the City shall invoice the School District special event overtime at a flat rate of \$75 per hour to offset overtime expenditures that stem from the school-based assignment of the SRO. Any additional overtime needed would be the responsibility of the individual school organization to cover the costs. Scheduling of police coverage for special events will be completed between the police department and the Athletic/Activities Director at the respective school.

13. Termination of this Agreement

Either party may terminate this Agreement by providing written notice to the other party no less than six months prior to the effective termination date.

14. Temporary Emergency Reassignment

If, in the discretion of the Chief of Police, it becomes necessary to remove the SRO from the district, whenever possible, the Chief of Police will inform the School District officials in advance of such action.

15. Security/Linking

The SRO(s) office will be locked and secured by a key issued only to the SRO(s). The SRO(s) will be provided a suitable computer, monitor, and printer and any other items or services necessary, at the expense of the School District, so that the SRO will have full access to the City email and network system and the School District's email and network system at all times the SRO(s) is working pursuant to this Agreement. Any additional equipment costs to be borne by the City.

16. Indemnity and Hold Harmless

The District and the City agree that they will be responsible for their own acts and omissions and those of their officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of the other party and the results thereof.



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It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party their respective officials and employees may have under said Chapter 466 or any common-law immunity or limitation of liability all of which are hereby reserved by the District and the City.

17. Complete Agreement

It is understood and agreed that this is the entire agreement between the parties and this Agreement supersedes all oral agreements and negotiations between the parties relating to this subject matter.

18. Amendments

This Agreement contains the full understanding and agreement between the parties and may not be amended except in writing agreed to and executed by both parties. If any provision of this Agreement is found invalid by a court or agency, it shall not invalidate any remaining provisions.

19. Data Practices

Sharing of data will be done only pursuant to the Minnesota Government Data Practices Act and the Family Educational Rights and Privacy Act. Any data shared between the two parties to this Agreement will be maintained in accordance with state and federal law. Because the City and the officer (s) are not employees of the School District, any violation of state or federal law in this regard is the sole responsibility of the City and the officer and each agrees to hold the School District harmless if a claim or action arises because of the City's action or omissions. The City shall provide reasonable data privacy training to all SRO's.

20. Discrimination

The City and School District agree not to discriminate in providing services under this Agreement on the basis of race, sex, creed, nation origin, age or religion. The parties agree not to discriminate as required by state and federal laws.

21. Interpretation

This Agreement shall not be construed more strictly against one party than against the other party merely by virtue of the fact that it may have been prepared by counsel for one of the



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parties, it being recognized that both the City and the School District have contributed substantially and materially to the preparation of this Agreement.

22. Construction

The headings of the sections and subsections of this Agreement are for convenience and reference only and do not form a part hereof; and in no way interpret or construe such sections and subsections. Wherever the context requires or permits, the singular shall include the plural. The plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship as co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever, excluding any agency relationship that may exist for purposes of educational data practices.

23. Parties in Interest

This Agreement shall be binding open upon and inure to the benefit of the parties' respective heirs, representatives, successors, and assignees. This Agreement is for the sole benefit of the City and the School District (including a permitted assignee), and no third party is intended to be a beneficiary of or have the right to enforce this Agreement.

24. Attorney's Fees

In the event of litigation between the parties in connection with this Agreement, the prevailing party (i.e. the party whose position is substantially upheld by the court) shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party. The obligation in the immediately preceding sentence shall survive any termination of this Agreement or the closing.

25. Definitions

If any date herein set forth for the performance of any obligations by the parties or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used in this Section, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota. The term "including" shall mean including, as an example without limiting the generality of the foregoing.



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26. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

27. Governing Law

This Agreement shall be construed as to both validity and performance enforcement in accordance with and governed by the laws of the State of Minnesota.

28. Heading

The headings contained herein are for convenience of reference only and do not affect, define, describe or limit the scope or intent of this Agreement or any of its provisions.

29. Notices

Notice to City provided for herein shall be sufficient if sent by the regular United States Mail, postage prepaid, addressed to City of North St Paul City Administrator, 2400 Margaret Street, North St Paul, MN 55109. Notices sent to the School District shall be sufficient if sent by the regular United State Mail, postage prepaid, addressed to ISD 622, Attention, Superintendent, 2520 East 12th Avenue, North St. Paul, MN 55109. Either party may designate to each other in writing from time to time a different address for notice.



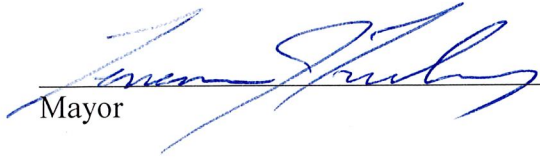
School District 622

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IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first written above.

City of North St Paul



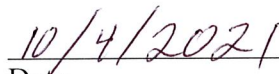
Mayor



Date



City Manager



Date

Independent School District 622

Christine Tucci-Osorio
Superintendent, ISD 622

Date

Troy Miller, Assistant Superintendent
Support Services, ISD 622

Date

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2022-xxx

**A RESOLUTION AUTHORIZING A BUDGET AMENDMENT TO THE
POLICE DEPARTMENT'S 2022 BUDGET**

WHEREAS, the regular wage and overtime rates for police services in ISD622 are charged to the police budget, and;

WHEREAS, the contractual School Resource Officer (SRO) reimbursed payments by ISD622 for police services are indirectly associated with the police department budget, and;

WHEREAS, any other regular and or overtime costs associated with ISD622 is paid out of the police department budget, however, any revenue that is received from such services is not included in the budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH ST. PAUL, MINNESOTA, it is recommended that the City Council authorizes a budget amendment in the amount of revenue in excess of \$74,160 received from ISD 622, the Police Department's 2022 budget will be amended for the amount of excess revenue when received.

ADOPTED this 4th day of January 2022.

Motion by Council Member xxx
Second by Council Member xxx

Voting:

Ayes:

Nays:

Absent:

Abstain:

Terrance J. Furlong, Mayor

Attest:

John Stark, City Manager/ Clerk