

MEMORANDUM OF AGREEMENT
Between
THE CITY OF SAINT PAUL
And
SAINT PAUL SUPERVISORS' ORGANIZATION (SPSO)

The City of Saint Paul (hereinafter "City") and the Saint Paul Supervisors Organization (hereinafter "Union") enter into this Memorandum of Agreement (hereinafter "MOA") for purposes of documenting the employment status of certain classifications represented by the Union.

The City and Union hereby agree that the following terms and conditions apply solely and exclusively to the job classifications of Deputy City Attorney and Supervising Attorney (hereinafter the "Classifications"):

1. The Classifications are unclassified positions represented by the Union.
2. The Classifications are "at will" appointments. Employees so appointed serve at the pleasure of the City Attorney. Therefore, such employees may be removed by the City Attorney without cause and such removal is not subject to the grievance procedure set forth in the Collective Bargaining Agreement between the City and the Union.
3. Employees in the Classifications, who are promoted from attorney classifications represented by AFSCME Legal, and subsequently removed, will be returned to their respective attorney job classification with AFSCME Legal retaining their seniority rights to their AFSCME Legal position per Article 18 of the AFSCME Legal Collective Bargaining Agreement in effect at the date of removal. As of the date of signing of this MOA, Article 18 allows employees promoted to the Classifications to return to previously held jobs classifications in AFSCME Legal. Employees continue to accrue seniority in their last held classification in the AFSCME Legal Unit during their service in either of the Classifications.
4. Unless otherwise negotiated with the Union, it is the City's intent to maintain the ability of employees in the Classifications to return to their formerly held job classifications in AFSCME Legal.
5. Classifications are not subject to the Civil Service Rules under the Union's Collective Bargaining Agreement and, instead, with regard to such matters shall be governed by the City's policies and practices relating to its unclassified employees.
6. The salary schedule in the Union contract will serve as a reference only for determining the minimum and maximum for the range of salaries for the Classifications. The step movement normally applied to other job classifications in the bargaining unit shall not apply to employee in the Classifications. Instead, employees in the classifications, who have not yet reached the maximum salary for their job title, shall be entitled to an annual performance evaluation by which the City Attorney shall determine which employees in the Classifications, if any, shall be entitled to a salary increase. This determination shall be based on the employee's performance evaluation to be conducted annually on the anniversary date of the employee's appointment to one of the Classifications. Employees receiving a successful performance evaluation will receive a 3% increase of their base salary (subject to the limitation described below); those receiving an unsuccessful evaluation will receive no increase.

