

JANUARY 1, 2011 – DECEMBER 31, 2012

AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

CLASSIFIED CONFIDENTIAL EMPLOYEES ASSOCIATION

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P R E A M B L E

This Agreement, entered into by the City of Saint Paul, hereinafter referred to as the Employer, and the City of Saint Paul Classified Confidential Employees Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota, Bureau of Mediation Services, dated November 12, 1975, in Case No. 76-PR-658-A and October 14, 1977, in Case No. 77-PR-685-A, and set forth in Section 1.2 below.
- 1.2 The bargaining unit covered by this Agreement shall consist of the following: All classified confidential employees employed in: City Attorney’s Office, Office of Financial Services, Offices of the Mayor and Human Resources, in the classifications of:

Clerical and Technical Group

Accounting Technician II	Human Resources IS Technician
Benefits Systems Support Specialist	Office Assistant I
Benefits Specialist	Office Assistant II
EDP Programmer	Office Assistant III
EDP Programmer Trainee	Office Assistant IV
Executive Assistant I	Sr. Workers Compensation Claims Processor
Human Resources Admin Coordinator	Workers Compensation Claims Processor

Professional Group

Budget Analyst	Research Analyst I
Budget Assistant	Risk Analyst
Chief Budget Analyst	Selection and Validation Specialist
Human Resources Consultant I	Senior Budget Analyst
Human Resources Consultant II	Training & Org. Development Specialist
Human Resources Consultant III	Workers Compensation Claims Administrator

- 1.3 Any present or future employee who is not an Association member shall be required to contribute a fair share fee for services rendered by the Association, and upon notification by the Association, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Association. In no instance shall the required contribution exceed a pro rata share of the specific expenses incurred for services rendered by the representative in relationship to negotiations and administration of grievance procedures. This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal.
- 1.4 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article 1, Section 1.3.

ARTICLE 2 – CHECK OFF

- 2.1 The Employer agrees to deduct the Association membership initiation fee assessments and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.
- 2.2 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 3 – HOURS OF WORK

- 3.1 The normal workday shall be seven and three-fourths ($7\frac{3}{4}$) consecutive hours per day, excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid.
- 3.2 The normal workweek shall be five (5) consecutive normal workdays in any seven (7) day period.
- 3.3 For employees on a shift basis, this shall be construed to mean an average of thirty-eight and three-fourths ($38\frac{3}{4}$) hours per week.
- 3.4 This section shall not be construed as, and is not a guarantee of, any hours of work per normal workday or per normal workweek.
- 3.5 Time on the payroll in excess of the normal hours set forth above in Article 3.3 shall be “overtime work” and shall be done only by order of the head of the department.
- 3.6 Employees in this bargaining unit working in a title listed in Article 2 (CHECK OFF) under the heading “Clerical and Technical Group” shall be recompensed for work done in excess of the normal hours established above in Article 3.3 by being granted compensatory time on a time and one-half (1.5) basis or by being paid on a time and one-half (1.5) basis for such overtime work. The overtime rate of one and one-half (1.5) shall be computed on the basis of $1/80^{\text{th}}$ of the biweekly rate. The method of compensation shall be determined solely by the Employer.
- 3.7 An employee working in a title listed in Article 1.2 (RECOGNITION) under the heading, “Professional Group,” and which is in Salary Grade 11 or below shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA). The method of this compensation shall be determined solely by the Employer. It is understood that the FLSA provides overtime compensation only after forty (40) hours worked (not paid) per week.

ARTICLE 3 – HOURS OF WORK (Continued)

An employee working in a title listed in Article 1.2 (RECOGNITION) under the heading “Professional Group,” and which is in Salary Grade 12 or above and who, in other than normal circumstances, works more than his/her assigned normal workday or assigned normal workweek may receive compensatory time or pay on a straight time basis for the extra hours worked. The method of compensation shall be determined solely by the Employer.

- 3.8 It is understood by the parties that Section 28.H - Overtime of Resolution No. 3250 shall not apply to employees in this bargaining unit working under a title listed in Article 1.2 (RECOGNITION) under the heading, “Professional Group”.
- 3.9 **Call-In Pay:** When an employee is called to work, he/she shall receive two (2) hours pay if not put to work. If he/she is called to work and commences work, he/she shall be guaranteed four (4) hours pay. These provisions, however, shall not be effective when work is unable to proceed because of adverse weather conditions; nor shall these provisions apply to temporary or emergency employees nor to employees employed under any of the titles listed in Section 3.B of the Civil Service Rules under the heading “Special Employments”; nor to any person whose regular scheduled workday is less than four (4) hours.
- 3.10 Notwithstanding Articles 3.1 through 3.6, employees may, through mutual agreement with the Employer, work schedules other than schedules limited by the normal workday and workweek as set forth in Articles 3.1, 3.2, and 3.3. Overtime compensation for employees working under such agreements shall be subject to the provisions, for same, as set forth by the Fair Labor Standards Act (FLSA). The method of compensation shall be determined solely by the Employer. It is understood that the FLSA provides overtime compensation only after forty (40) hours worked (not paid) per week.
- 3.11 For employees who wish to share a position, the Employer will attempt to provide options for implementing a sharing arrangement. Such an arrangement must be mutually agreed upon by the Employer and the employees involved. Vacation, holiday, and sick leave benefits for employees who share a position shall be pro-rated based upon the percent of hours worked. Health insurance benefits shall be administered in accordance with the provisions of Article 10 (INSURANCE) of this Agreement. In the event that one of the employees participating in the shared position is terminated or terminates employment, the Employer shall post the job sharing vacancy for a period of ten (10) days. If at the end of ten (10) days such vacancy cannot be filled, the Employer shall have the option of increasing the remaining employee’s work hours.
- 3.12 Articles 3.10 and 3.11 shall not be subject to the provisions of Article 6 (EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE) of this Agreement.

ARTICLE 4 – WORK BREAKS

- 4.1 **Rest Periods:** All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled by management at approximately the middle of each one-half shift whenever it is feasible.
- 4.2 If an employee is scheduled to work a full half shift beyond his/her regular quitting time, he/she shall be entitled to the rest period that occurs during said half shift.

ARTICLE 5 – HOLIDAYS

- 5.1 Holidays recognized and observed. The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. Whenever any of the holidays listed above falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on a Sunday, the succeeding Monday shall be observed as the holiday. For those employees assigned to a workweek other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

- 5.2 **Eligibility Requirements:** In order to be eligible for a holiday with pay, an employee must be employed as of the date of the holiday and have paid hours on the payroll for that pay period. The amount of holiday time earned shall be based upon the number of non-holiday hours paid to the employee during that pay period (see pro ration charts in Salary Plan and Rates of Compensation). For the purposes of this section, paid hours include hours actually worked (excluding overtime), vacation time, compensatory time, paid leave, and sick leave. It is further understood that neither temporary, emergency, nor other employees not heretofore eligible shall receive holiday pay.
- 5.3 Notwithstanding Article 5.2, a temporary employee shall be eligible for holiday pay only after such employee has been employed as a temporary employee for sixty-seven (67) consecutive workdays.

ARTICLE 6 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 6.1 The Employer shall recognize Stewards selected in accordance with Association rules and regulations as the grievance representative of the bargaining unit. The Association shall notify the Employer in writing of the names of the Stewards and of their successors when so named.

ARTICLE 6 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE (Continued)

- 6.2 It is recognized and accepted by the Employer and the Association that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The Steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the Steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 6.3 For the purposes of this Article 6, a grievance is defined as an alleged violation of the terms and conditions of this Agreement.
- 6.4 Grievances shall be resolved in conformance with the following procedure:
- Step 1 Upon the occurrence of an alleged violation of this Agreement, the employee involved with or without the Steward shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Association. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Association within fourteen (14) workdays of the first occurrence of the event giving rise to the grievance, shall be considered waived.
- Step 2 Within seven (7) workdays after receiving the written grievance a designated Employer supervisor shall meet with the Association Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Association within seven (7) workdays following this meeting. The Association may refer the grievance in writing to Step 3 within seven (7) workdays following receipt of the Employer's written answer. Any grievance not referred in writing by the Association within seven (7) workdays following receipt of the Employer's answer shall be considered waived.
- Step 3 Within seven (7) workdays following receipt of a grievance referred from Step 2, a designated Employer supervisor shall meet with the Association Business Manager or his/her designated representative, the employee, and the Steward and attempt to resolve the grievance. Within seven (7) workdays following this meeting, the Employer shall reply in writing to the Association stating the Employer's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may refer the grievance to Step 4. Any grievance not referred in writing by the Association to Step 4 within seven (7) workdays following receipt of the Employer's answer shall be considered waived.

ARTICLE 6 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE (Continued)

Optional Mediation Step

1. If the grievance has not been satisfactorily resolved at Step 3, either the Union or the Employer may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment unless the parties mutually agree to lengthen the time limit.
2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation, with respect to their positions concerning resolution or offers of settlement, may be used or referred to during arbitration.

Step 4 If the grievance remains unresolved, the Association may within seven (7) workdays after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within seven (7) workdays after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators.

ARTICLE 6 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE (Continued)

Both the Employer and the Association shall have the right to strike two (2) names from the panel. The Association shall strike the first name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

- 6.5 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law.

The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the employees.

- 6.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.
- 6.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Association.
- 6.8 The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement. However, this Article does not abridge grievance rights possessed by eligible Veterans under applicable Veterans' statutes. It is understood that issues not related to terms and conditions of employment (for example: topics listed in Civil Service Rule 26 III A, B, C – performance reviews, examinations, and classification) shall continue to be processed in accordance with the grievance procedure outlined in the Civil Service Rules.
- 6.9 The provisions of this Article 6 shall not apply to Articles 3.10 and 3.11 of this Agreement.

ARTICLE 7 – CITY MILEAGE

- 7.1 **Automobile Reimbursement Authorized:** Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.
- 7.2 **Method of Computation:** To be eligible for such reimbursement, all officers and employees must receive written authorization from the department head. Effective the first of the month following contract signing, employees shall receive the current IRS mileage reimbursement rate, as modified from time to time by the IRS.
- 7.3 The City will provide parking at a location and manner of the Employer's choice within a reasonable distance of the work site for City employees who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his/her own personal car available.
- 7.4 **Rules and Regulations:** The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven, and further require that they maintain automobile liability insurance in amounts of at least the minimums required by the State of Minnesota. These rules and regulations, together with the amendment thereto, shall be maintained on file with the City Clerk.

ARTICLE 8 – RESIDENCY

- 8.1 The Residency Resolution effective August 4, 1979, in Council File No. 273378 shall apply to all employees covered by this Agreement.

ARTICLE 9 – VACATION

- 9.1 Each employee working in a title listed in Article 1.2 (RECOGNITION) under the heading "Clerical and Technical Group" shall accumulate vacation credits at the rates shown below for each full hour on the payroll, excluding overtime. For purposes of this Article, qualifying years of service shall be determined based on calendar years of service. This shall apply to both part-time and full-time employees.

Years of Service	Hours of Vacation
1st year thru 4th year	.0462 (12 days)
5th year thru 9th year	.0692 (18 days)
10th year thru 15th year	.0808 (21 days)
16th year thru 23rd year	.0962 (25 days)
24th year and thereafter	.1077 (28 days)

ARTICLE 9 – VACATION (Continued)

9.2 Each employee working in a title listed in Article 1.2 (RECOGNITION) under the heading “Professional Group” shall accumulate vacation at the rates shown below for each full hour on the payroll, excluding overtime. For purposes of this Article, qualifying years of service shall be determined based on calendar years of service. This shall apply to both part-time and full-time employees.

Years of Service	Hours of Vacation
1st year thru 4 year	.0654 (17 days)
5th year thru 7th year	.0769 (20 days)
8th year thru 15th year	.0924 (24 days)
16th year thru 19th year	.1039 (27 days)
20 years and beyond	.1077 (28 days)

9.3 The head of the department may permit an employee to carry over up to one hundred twenty (120) hours of vacation into the next IRS payroll reporting year.

9.4 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Sub. H.

9.5 Employees under the heading “Professional Group” may request compensation in cash for up to one week of unused vacation within each IRS payroll reporting year. Payment will be at the discretion of the department head and additionally, limited by the availability of funds in the department’s budget. Such election must be made in writing on or before December 1 of each IRS payroll reporting year. If the employee elects to sell vacation, the payment for such sold vacation shall be made in a lump sum in the nearest full payroll period following the election date. The payment shall be in an amount equal to the number of hours sold times the employee’s regular rate of pay in effect as of the date of such election. Article 9.5 shall not be subject to the provisions of Article 6 (EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE) of this Agreement.

9.6 If an employee under the heading “Professional Group” has an accumulation of sick leave credits in excess of one hundred eighty (180) days, he/she may convert any part of such excess to vacation at the rate of one-half day’s vacation for each day of sick leave credit. The maximum number of vacation days allowed by the conversion of such leave credits shall be no more than five (5) days in any one IRS payroll reporting year. Invoking the use of this Article at any time within the IRS payroll reporting year, with the exception of those who retire during the reporting year, will prohibit the use of Article 9.5 above.

9.7 “Years of Service” may include, at discretion of the Department Director, an amount of time worked by an employee at any previous public sector agency or private entity in a comparable relevant professional position.

- a. Current employees may request application of 9.7 for a period no later than June 30, 2011.

ARTICLE 9 – VACATION (Continued)

- 9.8 Application of additional years of service credit is not subject to Article 6 of this Collective Bargaining Agreement.

ARTICLE 10 – INSURANCE

Active Employees

- 10.1 The insurance plans, premiums for coverage and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. The Employer will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered plans agree to accept any changes in benefits which a specific provider implements.
- 10.2 Effective for the January 2011 insurance premiums, for each eligible employee covered by this Agreement who is employed full-time and who selects health insurance, the Employer agrees to make the following contributions per month:
- a. Open Access with \$1,500 Deductible
 - Single: \$561.63 + \$75 to be deposited in a VEBA account.
 - Family: \$1,343.25
 - b. Primary Clinic with \$500 Deductible
 - Single: \$615.10
 - Family: \$951.86
 - c. Distinctions
 - Single: \$507.54
 - Family: \$951.86
- 10.3 Effective for the January 2012 insurance premiums, for each eligible employee covered by this Agreement who is employed full-time and who selects health insurance, the Employer agrees to make the contributions above, plus, for those employees who select the Single or Family Open Access with \$1500 Deductible, the Employer will contribute 100% of the premium increase in 2012.
- 10.4 For the purpose of this Article 10, full-time benefits will apply to those part-time employees who appear on the payroll an average of at least 64 hours per biweekly pay period for the twelve (12) month period preceding the annual open enrollment or special enrollments, or the six (6) month period preceding initial enrollment.

Three-quarter time benefits will apply to those part-time employees who appear on the payroll an average of at least 52 hours, but less than 64 hours, per biweekly pay period for the twelve (12) month period preceding the annual open enrollment or special enrollments, or the six (6) month period preceding initial enrollment.

ARTICLE 10 – INSURANCE (Continued)

Half-time benefits will apply to those part-time employees who appear on the payroll an average of at least 40 hours, but less than 52 hours, per biweekly pay period for the twelve (12) month period preceding the annual open enrollment or special enrollments, or the six (6) month period preceding initial enrollment.

- 10.5 For each eligible employee covered by this Agreement who is eligible for half-time benefits and who selects single or family health insurance coverage, the Employer agrees to contribute fifty percent (50%) of the amount contributed for employees eligible for full-time benefits with the same single or family selection in the same insurance plan.

For each eligible employee covered by this Agreement who is eligible for three-quarter time benefits and who selects single or family health insurance coverage, the Employer agrees to contribute seventy-five percent (75%) of the amount contributed for employees eligible for full-time benefits with the same single or family selection in the same insurance plan.

Part-time employees who are permanently appointed to a full-time (80 hours per biweekly pay period) position after the commencement of the plan year, shall be made eligible for full-time benefits after they have completed at least forty (40) hours in a monthly qualifying pay period as a full-time employee.

Full-time employees who are permanently appointed to a part-time (less than 80 hours per biweekly pay period) position after the commencement of the plan year, shall be reduced to the benefit level applicable for the hours scheduled by the department. Such reduction shall take effect on the first month the employee does not complete a monthly qualifying pay period as a full-time employee.

- 10.6 For each eligible employee working in a title listed in Article 1.2 (RECOGNITION) under the heading “Clerical and Technical Group”, and who has selected health insurance coverage, the Employer agrees to contribute the cost of \$20,000 life insurance. For each eligible employee working in a title listed in Article 1.2 (RECOGNITION) under the heading “Professional Group”, and who has selected health insurance coverage, the Employer agrees to contribute the cost of \$50,000 life insurance.
- 10.7 All Employees covered by this Agreement who waive participation in health insurance coverage shall be eligible to participate in optional coverage at the employee’s expense if the employee is benefit eligible for each of the preceding twelve (12) months.
- 10.8 Employees covered by this Agreement will be eligible to participate in the Flexible Spending Accounts as offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.
- 10.9 Retroactive Employer’s insurance contributions shall apply to all who remain employed by the Employer as of the date of signing this Agreement.

ARTICLE 10 – INSURANCE (Continued)

Retiree Insurance for Clerical, Technical, and Professional Employees

10.10 Employees who retire must meet the following conditions at the time of retirement in order to be eligible for the Employer contributions, listed in Sections 10.12 through 10.23 below, toward a health insurance plan offered by the Employer:

- 10.10 (1) Be receiving benefits from a Public Employee Retirement Act (PERA) at the time of retirement, and
- 10.10 (2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct, and
- 10.10 (3) Service requirements for retiree health insurance eligibility will not include years of service with Independent School District No. 625 for employees hired by the City, or transferred to the City, after February 27, 1998.
- 10.10 (4) If an employee does not meet the years of service requirement in Sections 10.12 through 10.15, he/she may purchase, at their own expense, the coverage currently in effect at the time of retirement through the Employer's insurance program if they meet the requirements of Chapter 471.61 (formerly Chapter 488) of Minnesota Statute.

Early Retirees

10.11 This Section applies to employees who:

- 10.11 (1) Retire on or after January 1, 1996, and
- 10.11 (2) Have completed twenty (20) years full-time service with the City of Saint Paul, unless receiving a disability pension from the City of Saint Paul, and
- 10.11 (3) Were appointed prior to January 1, 1996, and
- 10.11 (4) Meet the terms set forth in Section 10.10 above, and
- 10.11 (5) Select a health insurance plan offered by the Employer.

Until such employees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$350.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. In addition, the Employer will contribute the cost for \$5,000 life insurance coverage for employees under the heading of "Professional Group" and the cost for \$20,000 life insurance coverage for employees under the heading of "Clerical and Technical Group," until the retiree attains the age of sixty-five (65).

Only dependents of record at the time of retirement shall be eligible for City contribution.

When such early retiree attains age sixty-five (65), the provisions of Section 10.13 shall apply.

ARTICLE 10 – INSURANCE (Continued)

10.12 This Section shall apply to employees who:

- 10.12 (1) Retire on or after January 1, 1996, and have completed twenty (20) years full-time with the City of Saint Paul, unless receiving a disability pension from the City of Saint Paul, and
- 10.12 (2) Were appointed on or after January 1, 1996, and
- 10.12 (3) Have not attained age sixty-five (65) at retirement, and
- 10.12 (4) Meet the conditions of Section 10.10 above, and
- 10.12 (5) Select a health insurance plan offered by the Employer.

Until such employees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single health insurance coverage; no Employer contribution will be applied to the cost of dependent health insurance coverage. Any unused portion shall not be paid to the retiree. In addition, the Employer will contribute the cost for \$5,000 life insurance until the retiree attains the age of sixty-five (65).

When such early retiree attains age sixty-five (65), the provisions of Section 10.14 shall apply.

Regular Retirees (Age 65 and over)

10.13 This Section shall apply to employees who:

- 10.13 (1) Retire on or after January 1, 1996, and
- 10.13 (2) Were appointed prior to January 1, 1996, and
- 10.13 (3) Have completed twenty (20) years full-time with the City of Saint Paul, unless receiving a disability pension from the City of Saint Paul, and
- 10.13 (4) Have attained age sixty-five (65) at retirement, and
- 10.13 (5) Meet the conditions of Section 10.11 above, and
- 10.13 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$550.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

Only dependents of record at the time of retirement shall be eligible for City contribution.

10.14 This Section shall apply to employees who:

- 10.14 (1) Retire on or after January 1, 1996, and
- 10.14 (2) Were appointed on or after January 1, 1996, and
- 10.14 (3) Have completed twenty (20) years full-time service with the City of Saint Paul, unless receiving a disability pension from the City of Saint Paul, and

ARTICLE 10 – INSURANCE (Continued)

- 10.14 (4) Have attained age sixty-five (65) at retirement, and
- 10.14 (5) Meet the conditions of Section 10.11 above, and
- 10.14 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$300.00 per month toward the cost of single health insurance coverage; no Employer contribution will be applied to the cost of dependent health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

- 10.15 In the event of reduction of hours of employment for budgetary reasons during the last twelve (12) months of employment, the eligibility will be determined by the previous forty-eight (48) months before the reduction.
- 10.16 Employees who have completed twenty (20) years of full-time service with the City of Saint Paul and reduce to part-time prior to retirement and who are eligible and enrolled in the City's medical plan continuously until retirement shall be eligible for full-time benefits at retirement.
- 10.17 Early or Regular Retirees who are eligible for Employer contribution towards the cost of single coverage only may continue dependent health insurance coverage at their own expense.

Survivor Insurance

- 10.18 The surviving spouse of an employee carrying family coverage at the time of his/her death due to a job connected injury or illness which was determined to have arisen out of and in the course of his/her employment under worker's compensation law shall continue to be eligible for City contribution in the same proportions as is provided for retired employees.

In the event of the death of an early retiree who retired under Section 10.11 or a regular retiree who retired under Section 10.13, the dependents of the retiree shall have the option, within thirty (30) days, to continue the current health insurance coverage which said dependents previously had, at the premium and Employer contribution accorded to the eligible deceased retiree. Dependents not of record at the time of retirement may continue coverage at their own expense.

In the event of the death of an early or regular retiree who was eligible for Employer contribution towards single health insurance coverage only, dependents on the Employer's plan at the time of the retiree's death may continue coverage at their own expense.

ARTICLE 10 – INSURANCE (Continued)

It is further understood that coverage shall cease in the event of:

- 10.18 (1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
- 10.18 (2) The employment of the surviving spouse or dependent where health insurance is obtained through a group program provided by said employer. In this event, however, the surviving spouse or dependent shall have the right to maintain City health insurance for the first ninety (90) days of said employment.
- 10.19 A retiree may not carry his/her spouse as a dependent if such spouse is also a City retiree or City employee and eligible for and is enrolled in the City health insurance Program.
- 10.20 The contributions indicated in Article 10 shall be paid to the Employer's third party administrator.
- 10.21 A retiree's participation in the City's health insurance plan must be continuous. The retiree must be participating in a City health insurance plan at the time of retirement. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation at a later date, such retiree will not be eligible for any future participation or for any Employer contribution.
- 10.22 Additional dependants beyond those of record at the time of retirement may not be added to the retiree's health insurance plan at City expense after retirement.

ARTICLE 11 – WORKING OUT OF CLASSIFICATION

- 11.1 Any employee working an out-of-class assignment for more than ten (10) consecutive days shall receive a higher rate of pay for the out-of-class assignment in the higher classification starting from the first day the employee was required to work the out-of-class assignment. For the purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full-time basis, the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification that is higher than the classification held by the employee. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the next higher classification in the employee's current class series.
- 11.2 For the following classifications, the provisions of 11.1 shall not apply to performance of the duties of the next higher classification in the job series:

Office Assistant I

ARTICLE 12 – EMPLOYEE RECORDS

- 12.1 Any member of the bargaining unit may, during usual working hours, with the approval of the supervisor, review any material placed in the employee's personnel file, after first giving proper notice to the supervisor in custody of such file.

ARTICLE 13 – BULLETIN BOARDS

- 13.1 The Employer shall provide reasonable bulletin space for use by the Union in posting notices of Union business and activities, said bulletin board space shall not be used by the Union for political purposes other than Union elections. Use of this bulletin board is subject to approval of the department head.

ARTICLE 14 – WAGES

- 14.1 The wage schedule, for the purposes of this contract, shall be Appendix A, attached hereto. Both parties agree that the inclusion of the classifications and salary ranges in Appendix A does not preclude the Employer from the following:

1. Reorganizing,
2. Abolishing classifications,
3. Establishing new classifications,
4. Re-grading classifications, and/or
5. Reclassifying positions.

Both parties also agree that titles and grades in Appendix A refer to employees in the positions at the date of signing of the Agreement. No employee in this bargaining unit shall suffer any reduction in salary because of a re-grading or reclassification during the contract period in which such re-grading or reclassification takes place.

- 14.2 The rates in the wage schedule in Appendix A shall reflect the following adjustments:

Clerical & Technical Titles

Effective January 1, 2011 (or closest pay period)	0.0% increase
Effective January 1, 2012 (or closest pay period)	0.0% increase

Professional Titles

Effective January 1, 2011 (or closest pay period)	0.0% increase
Effective January 1, 2012 (or closest pay period)	0.0% increase

Retroactive pay adjustments shall apply only to employees who were employed by the City as of the date of signing this contract.

ARTICLE 14 – WAGES (Continued)

Members of the Association transferring to another bargaining unit that has already received a retroactive adjustment for similar effective dates and percentages shall receive retroactive pay from these effective dates through the date of their leaving this Association.

- 14.3 Notwithstanding Article 15.1, effective January 1, 2006, all employees of this bargaining unit shall serve a one (1) year probation period. This Article shall supersede any conflicting language found in the Civil Service Rules and/or Salary Plan and Rates of Compensation.

ARTICLE 15 – MAINTENANCE OF STANDARDS

- 15.1 The parties agree that all conditions of employment relating to wages, hours of work, overtime differentials, vacations, and all other general working conditions shall be maintained at not less than the highest minimum standard set forth in the Civil Service Rules of the City of Saint Paul and the Saint Paul Salary Plan and Rates of Compensation at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.
- 15.2 Notwithstanding Article 15.1 above, Civil Service Rule 8.A.3 and Civil Service Rule 14 relating to promotion rights shall not apply to applicants and employees who transfer from Independent School District No. 625.

ARTICLE 16 – LEAVES OF ABSENCE

- 16.1 **Leave of Absence:** After three (3) months employment, an employee may make application for a leave of absence not to exceed one (1) year. A leave of absence shall be granted on the basis established in the Civil Service Rules (Resolution No. 3250).
- 16.2 **Military Leave With Pay:** Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the State, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officer's Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under Federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave, or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year, and further provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established.

ARTICLE 16 – LEAVES OF ABSENCE (Continued)

Such leave shall not be allowed unless the employee (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

16.3 **Military Leave Without Pay:** Any employee who engages in active service in time of war or other emergency declared by the proper authority of any of the military or naval forces of the State or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law. Such leaves of absence shall conform to Minnesota Statutes, Section 192, as amended from time to time, and shall confer no additional benefits other than those granted by said statute.

16.4 **Jury Duty:** Any employee who is required during his/her regular working hours to appear in court as a juror or witness, except as a witness in his/her own behalf against the City, shall be paid his/her regular pay while he/she is so engaged. Provided, however, that any fees that the employee may receive from the court for such service shall be paid to the City and be deposited with the Employer.

Any employee who is scheduled to work a shift, other than the normal daytime shift, shall be rescheduled to work the normal daytime shift during such time as he/she is required to appear in court as a juror or witness.

16.5 **Funeral Leave:** Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, shall be granted three days of such leave to attend the funeral of the employee's grandparent or grandchild. Employees who have accumulated sick leave credits, as provided in the Civil Service Rules, shall be granted leave with pay for such period of time as the head of the department deems necessary, on account of the death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or other person who is a member of the household.

16.6 **Union Leave:** Any employee elected or appointed to a full-time paid position by the exclusive representative may be granted a leave of absence without pay for not more than one year for the purpose of conducting the duties of the exclusive representative.

16.7 **Maternity and Parental Leave:** Pregnant employees of the City of Saint Paul shall be eligible for the use of paid sick leave and unpaid leave of absence in the same manner as any other disabled or ill City employee. Such paid sick leave eligibility shall begin upon certification by the employee's attending physician that the employee is disabled in terms of her ability to perform the duties of her position.

A twelve (12) month parental leave of absence without pay shall be granted to a natural parent or an adoptive parent who requests such leave in conjunction with the birth or adoption of a child. Such leave may be extended an additional twelve (12) months by

ARTICLE 16 – LEAVES OF ABSENCE (Continued)

mutual agreement between the employee and the Employer. Refusal on the part of the Employer to grant an extension of such leave shall not be subject to the provisions of Article 6 (EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE) of this Agreement.

Employees who return following such leaves of absence shall be placed in a position of equivalent salary and tenure as the one held just prior to the beginning of their leave.

- 16.8 **Education Leave:** Leave with pay may be granted for educational purposes at the option of the Employer.
- 16.9 **Voluntary Leave – No Pay:** A full-time employee may be granted up to 480 hours of voluntary leave of absence without pay during the fiscal year. During such leave of absence, the employee shall continue to earn and accrue vacation and sick leave, seniority credits and maintain insurance eligibility as though he/she were on the payroll. Any leave of absence granted under this Article is subject to the approval of the department head.

ARTICLE 17 – MANAGEMENT RIGHTS

- 17.1 The Association recognizes the right of the City to operate and manage its affairs in all respects in accordance with applicable laws and regulations or appropriate authorities. All rights and authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City.
- 17.2 A public Employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

ARTICLE 18 – SENIORITY

- 18.1 Seniority, for the purpose of this Agreement, shall be defined as follows: The length of continuous, regular, and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by employee's rank on the eligible list from which certification was made.
- 18.2 Seniority shall terminate when an employee retires, resigns, or is discharged.
- 18.3 In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title within each department based on inverse length of seniority as defined above. However, when layoff occurs in any of the titles listed below under Column A, layoff shall be based on inverse length of total seniority in all titles listed on the corresponding line under Column B.

ARTICLE 18 – SENIORITY (Continued)

The Department will identify such least senior employee in the department reducing positions, and shall notify said employee of his/her reduction from the department. If there are any vacancies in any of the titles under Column B on which seniority was based, in any other City department, the Human Resources Department shall place the affected employee in such vacancy.

If two or more vacant positions are available, the Human Resources Office shall decide which vacant position the affected employee shall fill. If no vacancy exists in such titles, then the least senior City employee in such titles shall be identified, and if the employee affected by the original departmental reduction is more senior, he/she shall have the right to claim that position and the least senior City employee in such titles shall be the employee laid off. For the purposes of this Article, the Independent School District No. 625 is not included as a City department nor is a Board of Education employee included as a City employee.

Column A

Office Assistant I
Office Assistant II

Cashier I
Cashier II

Accounting Machine Operator I

Accounting Machine Operator II

Data Entry Operator I

Data Entry Operator II

Duplicating Equip. Operator Trainee

Duplicating Equip. Operator

Column B

Office Assistant I

Cashier I, Cashier II
Cashier II, Cashier I

Accounting Machine Operator I
Accounting Machine Operator II

Accounting Machine Operator II,
Accounting Machine Operator I

Data Entry Operator I
Data Entry Operator II

Data Entry Operator II
Data Entry Operator I

Duplicating Equip. Operator Trainee,
Duplicating Equip. Operator

Duplicating Equip. Operator,
Duplicating Equip. Operator Trainee

- 18.4 In cases where there are promotional series such as Office Assistant I, II, III, etc., when the number of employees in these higher titles is to be reduced, employees who have held lower titles which are in this Bargaining Unit will be offered reductions to the highest of these titles to which class seniority would keep them from being laid off, before layoffs are made by any class title within any department.

ARTICLE 18 – SENIORITY (Continued)

18.5 In cases where an employee to be laid off has held no regular appointment in a lower title in the same promotional series as his/her current title, that employee will be offered a reduction to the title within the Bargaining Unit to which he/she was regularly appointed immediately prior to his/her current title, so long as there is either a vacancy or if no vacancy exists a less senior employee in such title may be displaced. In cases where an employee to be laid off has held no regular appointment to any titles immediately prior to his/her current title, said employee shall be laid off. The employee reducing into a title formerly held must satisfactorily complete a six (6) month probationary period in such title.

If the probationary period is not satisfactory, the employee shall, at any time during the probationary period, be reinstated to his/her former title and shall be laid off, but such employee's name will be placed on the reinstatement register in his/her former title and "bumping" rights herein shall not again apply to such employee.

This procedure will be followed by the City for City employees, and by the Independent School District No. 625 for Independent School District No. 625 employees; however, City employees being reduced or laid off may not displace Independent School District No. 625 employees; Independent School District No. 625 employees being reduced or laid off may not displace City employees.

18.6 It is understood that such employees will pick up their former seniority date in any class of positions that they previously held.

18.7 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff.

ARTICLE 19 – DISCIPLINE

19.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:

- 19.1 (1) Oral reprimand;
- 19.1 (2) Written reprimand;
- 19.1 (3) Suspension;
- 19.1 (4) Reduction;
- 19.1 (5) Discharge.

The listing above of 19.1 (1) through 19.1 (5) does not indicate that such forms of discipline must be progressive and in such order for any one employee.

19.2 Suspensions, reductions, and discharges will be in written form.

19.3 Employees and the Association will receive copies of written reprimands and notices of suspension and discharge.

ARTICLE 19 – DISCIPLINE (Continued)

- 19.3 (1) Any written reprimand made concerning any member of this Bargaining Unit which is filed with the Human Resources Office or within any City department, shall be shown to the member before it is placed on file. Before the reprimand is placed on file, the City shall request from the employee an acknowledgment, in writing, that the reprimand has been read by said employee.
- 19.4 Employees may examine all information in their Employer personnel files that concerns work evaluations, commendations, and/or disciplinary actions. Files may be examined at reasonable times under direct supervision of the Employer.
- 19.5 Discharges will be preceded by a five (5) calendar day preliminary suspension without pay. During said period, the employee and/or Association may request, and shall be entitled to a meeting with the Employer representative who initiated the suspension with intent to discharge. During said five (5) calendar day period, the Employer may affirm the suspension and discharge in accordance with Civil Service Rules, or may modify or withdraw same.
- 19.6 An employee who is being questioned in a disciplinary investigation which could lead to discipline of the employee has the right to have an Association representative present during questioning.

ARTICLE 20 – LEGAL SERVICES

- 20.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless, and indemnify an employee, and/or his/her estate, against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employee's duties.
- 20.2 Notwithstanding Article 20.1, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the Plaintiff.

ARTICLE 21 – NO STRIKE – NO LOCKOUT

- 21.1 Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to his/her full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.
- 21.2 No lockout, or refusal to allow employees to perform available work, shall be instituted by the Employer and/or its appointing authorities during the life of this Agreement.

ARTICLE 22 – SEVERANCE PAY

22.1 The Employer shall provide the severance pay plan as set forth in this Article.

Eligibility Requirements

22.2 For the purpose of this Article, service requirements for severance eligibility will not include years of service with Independent School District No. 625 for employees hired by the City, or transferred to the City after February 27, 1998.

22.3 An employee must meet the following requirements to receive a benefit.

- (1) The employee must be voluntarily separated from City employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.
- (2) The employee must file a waiver of re-employment with the Human Resources Director, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or re-employment (of any type), with the City.
- (3) The employee must have a minimum of fourteen (14) years of service and six hundred (600) hours of sick leave credits at the time of his/her separation of service from the City.
- (4) If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he/she will be granted severance pay as shown below.

Minimum 14 years of service and accrued sick leave credits of:	Severance
---	------------------

600	\$4,000
700	\$5,000
800	\$6,000
900	\$7,000
1,000	\$8,000
1,100	\$9,000
1,200	\$10,000
1,300	\$11,000
1,400	\$12,000
1,500	\$13,000
1,600	\$14,000
1,700	\$15,000
1,800	\$16,000

ARTICLE 22 – SEVERANCE PAY (Continued)

- 22.4 For the purpose of this severance program, the death of an employee shall be considered as separation of employment and if the employee would have met all of the requirements set forth above, (at the time of his/her death), payment of the severance pay shall be made to the employee's spouse or estate.
- 22.5 For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is considered a separation of employment, and such transferee shall be eligible for the City severance program.
- 22.6 For any employee who is eligible to receive severance from the City under this Article, the City will contribute 105% of the full amount of their severance payment to a post-employment health plan (PEHP). Placement of this severance qualification amount shall take place in accordance with City Ordinance No. 11490, as amended by City Ordinance No. 16303. (Payment made in February of the year following year of retirement.)
- 22.7 Any employee who is eligible to receive severance from the Employer under this article, shall have his/her accrued but unused vacation contributed to the PEHP listed in Article 22.6 above. Such amounts shall be made at the time of separation from employment.

ARTICLE 23 – NONDISCRIMINATION

- 23.1 The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age, disability, or because of membership or non-membership in the Association.
- 23.2 Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.
- 23.3 Employees covered by this contract will be covered by the City Policy regarding nondiscrimination and sexual harassment, as well as applicable local, state, and federal laws.
- 23.4 Any member of the Bargaining Unit may file a grievance or a discrimination complaint and there shall not be retaliation by the City of Saint Paul for such action.

ARTICLE 24 – SICK LEAVE USAGE

- 24.1 **Sick Leave:** Effective January 1, 2006, sick leave shall accumulate at the rate of 0.0539 of a working hour for each full hour on the payroll, excluding overtime (14 days per year). Sick leave accumulation is unlimited. To be eligible for sick leave the employee must report to his/her supervisor no later than one-half hour past his/her regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of Resolution No. 3250, of the City of Saint Paul.

ARTICLE 24 – SICK LEAVE USAGE (Continued)

- 24.2 Any employee who has accumulated sick leave credits as provided above shall be granted leave with pay for such period of time as the Head of the Department deems necessary, on account of sickness or injury of the employee or quarantine established by a public health enforcement agency, and may be granted leave with pay for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.
- 24.3 In the case of a serious illness or disability of an employee's child, parent, or household member, the head of the department shall grant leave with pay in order for the employee to care for or make arrangements for the care of such sick or disabled persons. Such paid leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to forty (40) hours per incident.
- 24.4 The head of the department or the Human Resources Director may require a physician's certificate or additional certificates at any time during an employee's use of sick leave for the purposes stated above. All such certificates shall be forwarded by the appointing officer to the Human Resources Office.

If an employee is absent because of the provisions of this Article for three or fewer calendar days he/she shall submit to the head of the department a certificate signed by the employee stating the nature of the child, parent, or household member's sickness. If the sickness continues for more than three (3) calendar days, no further sick leave shall be granted unless or until a physician is consulted. The sick leave may be continued from and include the day of consultation, but only if a certificate signed by the physician certifying to the nature and period of the person's sickness is submitted and approved by the head of the department and forwarded to the Human Resources Office.

- 24.5 No sick leave shall be granted for the above reasons unless the employee reports to his/her department head the necessity for the absence not later than one-half hour after his/her regularly scheduled time to report for work, unless he/she can show to the satisfaction of the department head that the failure to report was excusable.
- 24.6 An employee shall be paid under the provisions of this paragraph only for the number of days or hours for which he/she would normally have been paid if he/she had not been on sick leave.
- 24.7 Effective in 2007 and thereafter, each employee with a sick leave balance of seven hundred (700) hours or more at the end of the calendar year shall have their total sick leave balance reduced by eight (8) hours. Such employees shall receive a two hundred dollar (\$200.00) City contribution to a Post Employment Health Plan (PEHP). Such contribution shall be made no later than April 1 of the following year. Employees must be on the payroll as of December 31 of the calendar year prior to the City's contribution.

ARTICLE 25 – POST EMPLOYMENT HEALTH PLAN (PEHP)

- 25.1 Employees with at least one (1) year of service shall be eligible for an Employer contribution of two hundred sixty dollars (\$260.00) into a Post Employment Health Plan account for each eligible employee, subject to the criteria listed below.
- 25.2 Eligibility and implementation:
- 25.2 (1) For initial contribution, employees must have been employed for a minimum of one (1) calendar year.
 - 25.2 (2) Employees must be a member of the Bargaining Unit for a minimum of one calendar year. For those employees who transfer into the Bargaining Unit from AFSCME Clerical, AFSCME Technical, or Professional Employees Association, such service in those bargaining units shall count toward the one (1) year requirement.
 - 25.2 (3) City contributions will be made by April 1 of the following year.
 - 25.2 (4) Employees must be on the payroll as of December 31 of the calendar year prior to the City's contribution.
 - 25.2 (5) If an employee takes a leave of absence to serve as a full-time union official, time served in such capacity, up to six (6) years, will be counted toward the years of service requirement.
 - 25.2 (6) Qualifying years of service must have been attained by January 1 of the previous plan year.

ARTICLE 26 – TERMS OF AGREEMENT

- 26.1 **Complete Agreement and Waiver of Bargaining:** This Agreement shall represent the complete Agreement between the Association and the City of Saint Paul. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- 26.2 **Savings Clause:** This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this Agreement shall hold to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.
- 26.3 **Terms of Agreement:** This Agreement shall be in full force and effect from January 1, 2011 thru December 31, 2012.

ARTICLE 26 – TERMS OF AGREEMENT (Continued)

26.4 This constitutes a tentative Agreement between the parties which will be recommended by the Director of Human Resources, but is subject to the approval of the Administration of the City, the City Council and is also subject to ratification by the City of Saint Paul Classified Confidential Employees Association.

WITNESSES:

CITY OF SAINT PAUL



Ben Reber Date

Labor Relations Specialist



Jason Schmidt Date

Labor Relations Manager

CLASSIFIED CONFIDENTIAL EMPLOYEES ASSOCIATION



Chris Eitemiller Date

Association President

APPENDIX A

CLERICAL TITLES

GRADE 07C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	933.92	997.65	1032.86	1068.00	1108.36	1129.19	1171.27	1199.58
12/31/11	933.92	997.65	1032.86	1068.00	1108.36	1129.19	1171.27	1199.58

GRADE 08C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	954.76	1017.26	1052.38	1092.69	1129.19	1153.96	1196.33	1224.68
12/31/11	954.76	1017.26	1052.38	1092.69	1129.19	1153.96	1196.33	1224.68

GRADE 09C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	972.95	1041.98	1075.83	1116.16	1153.96	1178.68	1224.80	1253.15
12/31/11	972.95	1041.98	1075.83	1116.16	1153.96	1178.68	1224.80	1253.15

GRADE 10C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	995.09	1058.86	1096.63	1131.82	1173.42	1205.29	1253.39	1281.70
12/31/11	995.09	1058.86	1096.63	1131.82	1173.42	1205.29	1253.39	1281.70

GRADE 11C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1009.43	1082.32	1118.74	1159.09	1205.29	1234.85	1280.44	1308.79
12/31/11	1009.43	1082.32	1118.74	1159.09	1205.29	1234.85	1280.44	1308.79

GRADE 12C

316C OFFICE ASSISTANT I

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1032.86	1108.36	1147.43	1188.39	1234.85	1261.53	1312.53	1340.86
12/31/11	1032.86	1108.36	1147.43	1188.39	1234.85	1261.53	1312.53	1340.86

APPENDIX A (Continued)

GRADE 13C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1052.38	1129.19	1169.49	1215.13	1267.14	1294.67	1352.60	1380.93
12/31/11	1052.38	1129.19	1169.49	1215.13	1267.14	1294.67	1352.60	1380.93

GRADE 14C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1075.83	1153.96	1198.25	1241.82	1293.09	1331.13	1381.90	1410.24
12/31/11	1075.83	1153.96	1198.25	1241.82	1293.09	1331.13	1381.90	1410.24

GRADE 16C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1121.38	1206.70	1253.10	1306.86	1361.50	1396.38	1457.42	1485.75
12/31/11	1121.38	1206.70	1253.10	1306.86	1361.50	1396.38	1457.42	1485.75

GRADE 18C

317C OFFICE ASSISTANT II

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1169.49	1267.14	1318.99	1373.63	1435.91	1472.35	1534.49	1562.79
12/31/11	1169.49	1267.14	1318.99	1373.63	1435.91	1472.35	1534.49	1562.79

GRADE 19C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1198.25	1293.09	1350.84	1410.11	1472.35	1511.81	1573.04	1601.34
12/31/11	1198.25	1293.09	1350.84	1410.11	1472.35	1511.81	1573.04	1601.34

GRADE 21C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1253.10	1361.50	1420.70	1485.98	1549.77	1592.25	1659.34	1687.67
12/31/11	1253.10	1361.50	1420.70	1485.98	1549.77	1592.25	1659.34	1687.67

APPENDIX A (Continued)**GRADE 22C**

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1282.61	1398.01	1466.25	1530.02	1596.89	1640.90	1710.17	1738.48
12/31/11	1282.61	1398.01	1466.25	1530.02	1596.89	1640.90	1710.17	1738.48

GRADE 23C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1318.99	1435.91	1498.12	1566.47	1631.78	1677.31	1745.60	1773.97
12/31/11	1318.99	1435.91	1498.12	1566.47	1631.78	1677.31	1745.60	1773.97

GRADE 24C

435B BENEFITS SYSTEMS SUPPORT SPECIALIST

318C OFFICE ASSISTANT III

210B WORKERS COMPENSATION CLAIMS PROCESSOR

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1353.88	1473.80	1540.64	1612.01	1680.36	1727.38	1799.55	1827.90
12/31/11	1353.88	1473.80	1540.64	1612.01	1680.36	1727.38	1799.55	1827.90

GRADE 25C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1387.26	1511.81	1577.07	1643.95	1716.76	1765.37	1839.65	1867.97
12/31/11	1387.26	1511.81	1577.07	1643.95	1716.76	1765.37	1839.65	1867.97

GRADE 26C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1425.26	1554.29	1624.21	1697.04	1771.42	1818.51	1896.68	1925.00
12/31/11	1425.26	1554.29	1624.21	1697.04	1771.42	1818.51	1896.68	1925.00

GRADE 27C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1425.26	1560.42	1631.78	1709.19	1786.61	1838.20	1916.68	1945.01
12/31/11	1425.26	1560.42	1631.78	1709.19	1786.61	1838.20	1916.68	1945.01

APPENDIX A (Continued)

GRADE 28C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1466.25	1596.89	1672.71	1745.60	1826.10	1876.24	1962.93	1991.24
12/31/11	1466.25	1596.89	1672.71	1745.60	1826.10	1876.24	1962.93	1991.24

GRADE 29C

319C OFFICE ASSISTANT IV

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1501.15	1643.95	1722.87	1800.31	1885.32	1938.47	2019.94	2048.33
12/31/11	1501.15	1643.95	1722.87	1800.31	1885.32	1938.47	2019.94	2048.33

GRADE 30C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1545.23	1686.36	1769.93	1850.43	1935.45	1988.56	2075.44	2103.77
12/31/11	1545.23	1686.36	1769.93	1850.43	1935.45	1988.56	2075.44	2103.77

GRADE 31C

320C EXECUTIVE ASSISTANT I

**300C HUMAN RESOURCES ADMINISTRATIVE
COORDINATOR**

209B SR WORKERS COMPENSATION CLAIMS PROCESSOR

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1586.17	1733.50	1812.48	1898.97	1987.09	2043.23	2127.88	2156.23
12/31/11	1586.17	1733.50	1812.48	1898.97	1987.09	2043.23	2127.88	2156.23

GRADE 32C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1630.26	1783.58	1867.10	1953.70	2044.75	2104.02	2195.65	2223.97
12/31/11	1630.26	1783.58	1867.10	1953.70	2044.75	2104.02	2195.65	2223.97

APPENDIX A (Continued)

GRADE 33C 402C BENEFITS SPECIALIST

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1674.23	1835.24	1918.73	2008.33	2104.02	2163.18	2255.73	2284.08
12/31/11	1674.23	1835.24	1918.73	2008.33	2104.02	2163.18	2255.73	2284.08

GRADE 034

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1722.87	1885.32	1970.39	2062.96	2163.15	2222.40	2318.91	2347.29
12/31/11	1722.87	1885.32	1970.39	2062.96	2163.15	2222.40	2318.91	2347.29

GRADE 34C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1722.87	1885.32	1970.39	2062.96	2163.18	2222.40	2318.91	2347.29
12/31/11	1722.87	1885.32	1970.39	2062.96	2163.18	2222.40	2318.91	2347.29

GRADE 36C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1818.51	1990.10	2085.79	2186.00	2286.21	2353.03	2456.10	2484.47
12/31/11	1818.51	1990.10	2085.79	2186.00	2286.21	2353.03	2456.10	2484.47

GRADE 37C

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1868.22	2044.07	2142.13	2244.89	2393.32	2444.59	2547.63	2575.94
12/31/11	1868.22	2044.07	2142.13	2244.89	2393.32	2444.59	2547.63	2575.94

TECHNICAL TITLES

GRADE 26S

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1423.87	1545.09	1607.13	1674.78	1738.21	1783.33	1857.29	1896.03
12/31/11	1423.87	1545.09	1607.13	1674.78	1738.21	1783.33	1857.29	1896.03

APPENDIX A (Continued)

GRADE 30S

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1533.81	1663.47	1736.80	1811.46	1890.39	1938.33	2020.35	3159.85
12/31/11	1533.81	1663.47	1736.80	1811.46	1890.39	1938.33	2020.35	3159.85

GRADE 32S

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1609.88	1753.72	1822.77	1904.46	1990.51	2037.04	2127.61	2166.38
12/31/11	1609.88	1753.72	1822.77	1904.46	1990.51	2037.04	2127.61	2166.38

GRADE 34S

686C ACCOUNTING TECHNICIAN II
234C HUMAN RESOURCES IS TECHNICIAN

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1691.74	1843.91	1924.26	2008.81	2096.18	2152.65	2240.67	2279.43
12/31/11	1691.74	1843.91	1924.26	2008.81	2096.18	2152.65	2240.67	2279.43

GRADE 36S

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1783.33	1941.18	2025.74	2115.94	2211.81	2271.01	2366.61	2405.35
12/31/11	1783.33	1941.18	2025.74	2115.94	2211.81	2271.01	2366.61	2405.35

GRADE 38S

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1879.17	2045.49	2132.88	2230.15	2324.62	2392.19	2491.08	2529.85
12/31/11	1879.17	2045.49	2132.88	2230.15	2324.62	2392.19	2491.08	2529.85

GRADE 40S

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	1981.59	2156.24	2247.98	2353.25	2469.00	2520.25	2624.19	2662.98
12/31/11	1981.59	2156.24	2247.98	2353.25	2469.00	2520.25	2624.19	2662.98

APPENDIX A (Continued)

GRADE 42S

	(1)	(2)	(3)	(4)	(5)	10-yr (6)	15-yr (7)	20-yr (8)
01/01/11	2083.55	2273.84	2372.49	2478.25	2590.97	2662.87	2774.34	2813.09
12/31/11	2083.55	2273.84	2372.49	2478.25	2590.97	2662.87	2774.34	2813.09

PROFESSIONAL TITLES

GRADE 03R

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	1437.52	1553.17	1631.33	1710.96	1798.11	1886.78	1943.87	2004.95
12/31/11	1437.52	1553.17	1631.33	1710.96	1798.11	1886.78	1943.87	2004.95

GRADE 05R

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	1526.12	1646.36	1731.95	1816.08	1906.26	1999.48	2059.53	2125.54
12/31/11	1526.12	1646.36	1731.95	1816.08	1906.26	1999.48	2059.53	2125.54

GRADE 07R

630C BUDGET ASSISTANT
392C RESEARCH ANALYST I

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	1614.76	1747.92	1834.13	1927.35	2023.53	2122.64	2185.76	2256.71
12/31/11	1614.76	1747.92	1834.13	1927.35	2023.53	2122.64	2185.76	2256.71

GRADE 08R

290C HUMAN RESOURCES CONSULTANT I

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	1664.36	1801.10	1889.77	1981.40	2082.10	1855.42	2251.87	2324.56
12/31/11	1664.36	1801.10	1889.77	1981.40	2082.10	1855.42	2251.87	2324.56

APPENDIX A (Continued)

GRADE 11R
293C HUMAN RESOURCES CONSULTANT II

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	1817.63	1966.37	2064.03	2166.20	2275.97	2387.10	2453.16	2540.26
12/31/11	1817.63	1966.37	2064.03	2166.20	2275.97	2387.10	2453.16	2540.26

GRADE 13R
631C BUDGET ANALYST

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	1928.81	2085.06	2190.27	2295.42	2411.17	2534.34	2608.00	2690.94
12/31/11	1928.81	2085.06	2190.27	2295.42	2411.17	2534.34	2608.00	2690.94

GRADE 14R

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	1985.94	2146.67	2253.42	2367.58	2483.30	2608.00	2684.61	2773.92
12/31/11	1985.94	2146.67	2253.42	2367.58	2483.30	2608.00	2684.61	2773.92

GRADE 015
296C HUMAN RESOURCES CONSULTANT III
247C RISK ANALYST

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	2046.05	2211.28	2319.50	2436.66	2556.91	2684.61	2767.27	2858.36
12/31/11	2046.05	2211.28	2319.50	2436.66	2556.91	2684.61	2767.27	2858.36

GRADE 16R

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	2100.77	2270.54	2384.74	2503.45	2628.16	2760.25	2841.51	2934.39
12/31/11	2100.77	2270.54	2384.74	2503.45	2628.16	2760.25	2841.51	2934.39

APPENDIX A (Continued)

GRADE 19R
 632C SENIOR BUDGET ANALYST
 620A WORKERS COMP CLAIMS ADMINISTRATOR

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	2302.98	2486.25	2611.00	2741.69	2878.41	3024.18	3109.82	3214.17
12/31/11	2302.98	2486.25	2611.00	2741.69	2878.41	3024.18	3109.82	3214.17

GRADE 20R

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	2370.60	2562.91	2690.65	2824.33	2965.54	3112.88	3204.50	3310.69
12/31/11	2370.60	2562.91	2690.65	2824.33	2965.54	3112.88	3204.50	3310.69

GRADE 26R
 633C CHIEF BUDGET ANALYST

	(1)	(2)	(3)	(4)	(5)	(6)	10-yr (7)	15-yr (8)
01/01/11	2828.88	3060.18	3207.45	3371.33	3539.54	3715.33	3826.52	3950.00
12/31/11	2828.88	3060.18	3207.45	3371.33	3539.54	3715.33	3826.52	3950.00