

MEMORANDUM OF AGREEMENT

Between

THE CITY OF SAINT PAUL

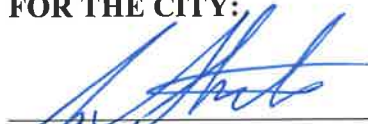
And

THE TRI-COUNCIL

This Memorandum of Agreement (MOA) is entered into by the City of Saint Paul (hereinafter "City") and The Tri-Council (hereinafter "Union") for the purpose of establishing the process for determining compensation for indirect hours (sick, vacation, compensatory time, holiday, etc.) each payroll year in the Street Maintenance Division of Public Works. Therefore, the parties agree to the following:

1. This MOA ends and replaces the grievance settlement and procedures dated May 23, 2011 and all other applicable and related agreements.
2. At the start of each payroll year, beginning pay period 1 2019, a report (hereinafter "HEO Hours Report") will be created by Public Works HR Liaison or Payroll representative. The HEO Hours Report will identify all employees holding the certified title of Heavy Equipment Operator (HEO) and all hours worked, including overtime hours, in the HEO title, in the prior payroll year. The HEO Hours Report will be sent to each of the Tri-Council business representatives.
3. The ten (10) employees on the HEO Hours Report with the most hours worked in the HEO title will be paid all indirect hours at the HEO rate of pay for the current payroll year.
4. If one of the ten (10) employees with the most hours worked in the HEO title is separated from employment, the City will commence to pay all indirect hours at the HEO rate of pay to the employee with the next highest number of hours worked in the HEO job classification, as identified in the most recent HEO Hours Report. This change will take effect at the start of the next pay period following the separation of employment.
5. Hours worked will be paid based on the assignment worked.
6. All certified Crew Leaders will be paid indirect hours as Crew Leader upon passing probation after appointment.
7. This MOA will remain in effect until the current collective bargaining agreement expires on December 31, 2022 and shall renew annually thereafter unless one party provides written notice of the desire to end the MOA prior to its renewal for a subsequent year.
8. This MOA sets no precedent.


FOR THE CITY:



Jason Schmidt
Labor Relations Manager

12/16/21
Date

FOR THE UNION:




Tom Fox, Business Representative
LIUNA Laborers, Local 363

12-15-21
Date



Jonathan Turner, Business Representative
Operating Engineers, Local 49

12-15-2021
Date



Troy Gustafson, Business Representative
General Drivers, Teamsters Local 120

12-16-2021
Date