

**MEMORANDUM AGREEMENT
BETWEEN
THE CITY OF SAINT PAUL
AND
OPERATING ENGINEERS, LOCAL 70**

This Memorandum of Agreement (hereinafter "MOA") is entered by the City of Saint Paul (hereinafter "City") and Operating Engineers, Local 70 (hereinafter "the Union") regarding the addition of new steps in the salary schedule under the 2023-2025 Collective Bargaining Agreement between the two parties.

The Parties stipulate that:

1. Civil Service Rule 28.B.5 states the following:
"If any person holding a graded position is promoted to a position in a higher grade and the minimum rate for the position in the higher grade is at least five percent (5%) higher than his present salary, they shall be paid the minimum rate, plus one additional step if they have already received a fifteen year increase, except for appointments made under Subsection 3 of this Section. If any person holding a graded position is promoted to a position in a higher grade and the employee's present salary is equal to, more than, or less than, but within five percent (5%) of the minimum rate for the higher grade, they shall be paid at the next salary step which is at least 5% higher than their present rate, plus one additional step if they have already received a 15 year increase. No employee shall be paid at any longevity step that they had not received in the title from which they are being promoted. No employee shall receive a salary greater than the last step in the Standard Range for the position, except for those employees who have been appointed under Subsection 3 of this Section."
2. When an employee is promoted and slotted into the appropriate step as described in the Civil Service Rule above, the employee then will receive their next step increase when they have obtained the applicable time in that new title. For example, if the difference in hours required between their slotted step and the next one is 1 year, they must be in their new title for one (1) year (2080 hours) to receive that next step.
3. While this Civil Service Rule is clear, the addition of the new 1-year step on December 31, 2022 in Operating Engineers, Local 70, brought forward a few unexpected issues for employees who promoted in 2022, the year prior to the new step being available.

Therefore, the Parties agree that:

4. While technically what occurred meets the definitions set forth in the Civil Service Rules, the creation of the new step created unintentional consequences that the City will adjust for the impacted employees:
 - Chris Stellwag (#33611) - hire date 5/13/2017. Promoted to Lead Operating Engineer on 9/24/2022 and placed in step 1. Moved to step 2 on 9/24/2023. Correction being made to move to step 2 effective 12/31/2022.
 - Zach McCall (#45638)- hire date 2/20/2020. Promoted to Building Maintenance Engineer on 9/24/2022 and placed in step 1. Moved to step 2 on 9/24/2023. Correction being made to move to step 2 effective 12/31/2022.
 - Jeremy Wry (#34126) - hire date 12/27/2014. Promoted to Maintenance Worker II on 12/31/2022 and placed in step 1. Moved to step 2 on 12/31/2023. Correction being made to move to step 2 effective 12/31/2022.
 - Michael Miller (#26349) - hire date 10/20/2003. Promoted to Custodian-Engineer I on 7/2/2022. Moved to step 2 on 7/1/2023. Correction being made to move to step 2 effective 12/31/2022.

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- Robert E II Ralston (#37473) - hire date 5/19/2014. Promoted to Maintenance Worker II on 12/17/2022. Moved to step 2 on 12/17/2023. Correction being made to move to step 2 effective 12/31/2022.
 - John Hunt (#41227) - hire date 1/25/2016. Promoted to Custodian-Engineer II on 10/8/2022. Moved to step 2 on 10/8/23. Correction being made to move to step 2 effective 12/31/2022.
5. This list isn't exclusive and other employees may be eligible for this onetime adjustment if it is determined that a promotion took place prior to a newly created step, that would have affected their placement on the salary schedule.
 6. This MOA will remain in effect until the current collective bargaining agreement expires on December 31, 2025.
 7. This letter is non-precedent setting.
 8. This MOA resolves the "Step Advancement" grievance brought forward by the Union on 2/13/2024.
 9. All other terms and conditions remain in effect.

FOR THE CITY:

Jason Schmidt 05/30/2024
Jason Schmidt (May 30, 2024 09:28 CDT)

Jason Schmidt Date
Human Resources Deputy Director

FOR THE UNION:

Scott Marsyla 06/04/2024
Scott Marsyla (Jun 4, 2024 11:21 CDT)

Scott Marsyla, Business Manager Date
Operating Engineers, Local 70

Travis Aslakson 05/29/2024
Travis Aslakson (May 29, 2024 13:21 CDT)

Travis Aslakson, Business Representative Date
Operating Engineers, Local 70

Christopher Stellwag 06/03/2024
Christopher Stellwag (Jun 3, 2024 15:35 CDT)

Chris Stellwag, Steward, Local 70 Date