## **JANUARY 1, 2011 – DECEMBER 31, 2012**

#### **COLLECTIVE BARGAINING AGREEMENT**

#### **BETWEEN**

#### THE CITY OF SAINT PAUL

#### **AND**

PROFESSIONAL EMPLOYEES ASSOCIATION, INC.

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#### PREAMBLE

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as either the "Employer" or the "City," and the City of Saint Paul Professional Employees

Association, Inc., hereinafter referred to as the "Association," for the purpose of fostering and promoting harmonious relations between the City and the Association in order that a high level of public service can be provided to the citizens of the City.

This Agreement attempts to accomplish this purpose by providing a fuller and more complete understanding on the part of both the City and the Association of their respective rights and responsibilities.

The provisions of this Agreement shall not abrogate the rights and/or duties of the Employer, the Association or the employees as established under the provisions of the Public Employment Labor Relations Act, Minnesota Statute CH.179A, as it may be amended from time to time.

#### ARTICLE 1 – RECOGNITION

- 1.1 The City recognizes the Association as the exclusive representative for The Classified Professional Employees Bargaining Unit, as certified by the State of Minnesota Bureau of Mediation Services, dated November 5, 1985, Case No. 85-PR-775-A.
  - Employees shall be included in this certification in accordance with the Public Employment Labor Relations Act, Minnesota Statute CH.179A, as it may be amended from time to time.
- 1.2 The City also recognizes the Association as the exclusive representative for non-classified employees in the City Attorney's Office, as certified by the State of Minnesota Bureau of Mediation Services, dated August 12, 1999, Case No. 99-PCL-464. These employees are not covered by the City's Civil Service Rules. It is recognized that temporary employees in the City Attorney's Office that are within the unit are covered by this Agreement if they work for more than 67 days per calendar year or are anticipated upon hire to be employed greater than 67 days, and meet the hours requirements of Minnesota Statute 179A.03, subd. 14. A temporary employee, for purposes of this contract, is a person employed to fill a position of a specific limited duration, not to exceed one year. Temporary employees shall not be eligible for vacation accrual, holiday pay, sick leave accrual, health or other insurance premium contributions by the Employer, except as are specifically provided for elsewhere in this Agreement.

#### ARTICLE 2 – MAINTENANCE OF STANDARDS

- 2.1 The parties agree that all conditions of employment relating to wages, hours of work, vacations, and all other general working conditions, except as modified by this Agreement, shall be maintained at not less than the highest minimum standard as set forth in the Civil Service Rules of the City of Saint Paul (Resolution No. 3250) 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.
- 2.2 Notwithstanding Article 2.1 above, Civil Service Rule 8.A.3, and Civil Service Rule 14 relating to promotions shall not apply to applicants and employees who transfer from Independent School District No. 625, effective January 1, 2010.

#### **ARTICLE 3 – NONDISCRIMINATION**

- 3.1 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, religion, sex, age, sexual orientation, disability, national origin, or because of membership or non-membership in the Association.
- 3.2 Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.

#### **ARTICLE 3 – NONDISCRIMINATION (Continued)**

3.3 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.

#### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.1 The Association recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.
- 4.2 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, organizational structure and selection and direction and number of personnel.

#### ARTICLE 5 – CHECK OFF AND SERVICE FEE

- 5.1 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.
- 5.2 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. Upon notification by the Association, the Employer shall deduct said fee from the earnings of the employee and transmit the same to the Association. In no event shall the fair share fee exceed 85% of the regular membership dues. It is also understood that in the event the Employer shall make an improper fair share deduction from the earnings of an employee, the Association shall be obligated to make the Employer whole to the extent that the Employer shall be required to reimburse such employee for any amount improperly withheld. This provision shall remain operative only so long as specifically provided by Minnesota law and as otherwise legal.
- 5.3 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 6 – HOURS OF WORK AND OVERTIME

- 6.1 The normal hours of work for the employees shall be a minimum of seven and three-fourths (7 ¾) hours in any twenty-four (24) hour period and thirty-eight and three-fourths (38 ¾) hours in a seven (7) day period excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid. For employees on a shift basis this shall be construed to mean a minimum average of thirty-eight and three-fourths (38 ¾) hours a week.
- An employee working in a class title 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). Hours worked includes all approved paid rest/lunch breaks during the normal day on-duty.

An employee working in a class title which is in Grade 12 or above and who, in other than normal circumstances, works more than their assigned normal work day or assigned normal work week shall 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.

- 6.3 It is understood by the parties that Section 28H Overtime Compensation of Resolution No. 3250 shall not apply to this unit.
- 6.4 Notwithstanding Article 6.1, employees may, through mutual agreement with the Employer, be assigned to a normal work day of up to nine and three-quarters (9 ¾) consecutive hours in a twenty-four (24) hour period and a normal work week of thirty-nine (39) hours in a seven (7) day period, excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid. Employees working more than their assigned hours shall receive compensation in accordance with Article 6.2, above.
- 6.5 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 12 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.
- 6.6 Article 6.5 shall not be subject to the provisions of Article 19 of this Agreement.

#### **ARTICLE 6 – HOURS OF WORK AND OVERTIME (Continued)**

- 6.7 The Employer may provide flex-time for those employees who request it. Employees working more than their assigned hours shall receive compensation in accordance with Article 6.2.
- 6.8 The Professional Employee's Association shall receive up to eight (8) hours straight time pay per day for time spent in contract negotiation with the Employer. The president of the Association or his/her designee shall determine the employees and hours to be paid according to the terms of this Article.
- 6.9 **Library Employee Night/Sunday Differential.** Effective January 1, 2006, any Library employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., provided at least four hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., shall be paid a night differential of four percent (4.0%) for the entire shift.

Any Library employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., but less than four hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a night differential of four percent (4.0%) for the hours worked between 6:00 p.m. and 6:00 a.m.

Any Library employee who works on Sunday shall be paid a differential of four percent (4.0%) for all hours worked.

#### **ARTICLE 7 – WAGES**

- 7.1 Effective January 1, 2011 (or closest pay period), all salary rates applicable to titles in this bargaining unit shall be increased by zero percent (0%).
- 7.2 Effective January 1, 2012 (or closest pay period), all salary rates applicable to titles in this bargaining unit shall be increased by zero percent (0%).
- 7.3 The wage schedule, for 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
  - 3. Establishing new classifications
  - 4. Regrading classifications
  - 5. Reclassifying position
- 7.4 Retroactive wage adjustments shall only apply to employees who were employed by the City as of the date of signing this Agreement.
- 7.5 The language of this Article and Appendix A shall supersede any conflicting language found in the Civil Service Rules and/or Salary Plan and Rates of Compensation.

#### ARTICLE 8 – VACATION

8.1 The following schedule will apply to all employees.

Years of Service	Vacation Granted
Year one through year four	17 days
Year five through year seven	20 days
Year eight through year fifteen	24 days
Year sixteen through year nineteen	27 days
Year twenty and beyond	28 days

For purposes of this Article, qualifying years of service shall be determined based on the original employment date.

- 8.2 The Department Director may permit an employee to carry over into the following year up to fifteen (15) days vacation.
- 8.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subdivision G.
- 8.4 If an employee 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 of vacation for each day of sick leave credit. No employee may convert more than ten (10) days of sick leave in each IRS payroll reporting year under this provision.
- 8.5 Employees 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 Director 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 8.5 shall not be subject to the provisions of Article 19 of this Agreement.
- 8.6 "Years of Service" may include, at discretion of the Department Director, an amount of time worked by an employee at any previous employer in a comparable, relevant professional position.
- 8.7 Application of additional years of service credit is not subject to Article 19 of this Collective Bargaining Agreement.
- 8.8 Current employees may request application of 8.6 for a period no later than June 30, 2011.

#### **ARTICLE 9 – HOLIDAYS**

9.1 **Holidays recognized and observed.** The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King Day
Veterans' Day
Presidents' Day
Memorial Day
Independence Day

Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving\*
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 shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

- 9.2 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 proration charts in Salary Plan and Rates of Compensation). For the purpose of this section only, non-holiday hours paid includes hours actually worked, vacation time, compensatory time, paid leave, and sick leave. It is further understood that neither temporary nor other employees, not heretofore eligible, shall receive holiday pay.
- 9.3 Employees required to work on a holiday shall be compensated in accordance with Section I, Subdivision H of the Saint Paul Salary Plan and Rates of Compensation.
- \* For all employees assigned to the Library, the Day after Thanksgiving shall be considered a normal work day, and Christmas Eve Day shall be recognized and observed as a paid minor holiday.

#### ARTICLE 10 - SICK LEAVE

- 10.1 Sick leave shall be earned and granted in accordance with the Civil Service Rules. The accrual rate for eligible employees shall be 0.0539 of a working hour for each full hour on the payroll (14 days per year), excluding overtime.
- 10.2 In the case of a serious illness or disability of an employee's child, parent, or household member, the Department Head 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.

#### **ARTICLE 10 – SICK LEAVE (Continued)**

- 10.3 Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, shall be granted up to three (3) days of sick leave to attend the funeral of the employee's grandparent or grandchild. Any employee who has accumulated sick leave credits as provided above shall be granted leave with pay for such time as the appointing authority deems necessary for any of the following reasons:
  - 1. Sickness or injury of the employee.
  - 2. 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.

Employees may be granted sick leave for such time as is actually necessary for the following:

- 1. Office visits to physicians, dentists, or other health care personnel.
- 2. In the case of sudden sickness or disability of a household member, up to four (4) hours for any one instance.

An employee shall be paid under the provisions of this paragraph only for the number of days or hours for which the employee would normally have been paid if the employee had not been on sick leave.

No employee shall be granted sick leave with pay for treatment of chemical dependence more than twice.

- 10.4 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.
- 10.5 The Department Head 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 in 10.2 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 Article 10.2 above for three (3) or fewer calendar days he/she shall submit to the Department Head 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 Department Head and forwarded to the Human Resources Office.
- 10.6 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.

#### **ARTICLE 10 – SICK LEAVE (Continued)**

10.7 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.

#### ARTICLE 11 – LEAVE OF ABSENCE

- 11.1 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 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 19 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.
- 11.2 Leave of absence for the adoption of a child or for paternity leave shall be in accordance with applicable laws.
- In case of an employee adoption of a child up to five (5) years of age, employees shall be permitted to carry over into the following fiscal year up to eighty (80) additional hours of accrued vacation time each year up to a total of two hundred forty (240) hours.
  - This Article 11.3 shall apply only to one City employee in the event that both adoptive parents are City employees.
- 11.4 A full-time employee may be granted up to four hundred eighty (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 was on the payroll. Any leave of absence granted under this provision is subject to the approval of the Department Head.

#### **ARTICLE 12 – INSURANCE**

12.1 The insurance plans, premiums for coverages, 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. The Employer's Cafeteria Plan Document and IRS rules and regulations shall govern the Employer provided health and welfare benefit program. Employer contributions under this Article shall not be considered salary.

12.2 For the purpose of this Article, **full-time employment** is defined as appearing on the payroll an average of at least thirty-two (32) hours per week 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 employment** is defined as appearing on the payroll an average of at least twenty-six (26) hours per week but less than thirty-two (32) hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments or the six (6) month period preceding initial enrollment.

**Half-time employment** is defined as appearing on the payroll an average of at least twenty (20) hours per week but less than twenty-six (26) hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments or the six (6) month period preceding initial enrollment.

12.3 Effective for the January 2011 insurance premiums, for each employee covered by this Agreement who is employed full-time and who selects **single** employee health insurance coverage provided by the Employer, the Employer agrees to contribute the following amounts:

Open Access with \$1,500 Deductible: \$561.63, plus \$75 to be deposited in a VEBA account

Primary Clinic with \$500 Deductible: \$615.10 Distinctions: \$507.54

Effective for the January 2012 insurance premiums, for each eligible employee covered by this Agreement who is employed full-time and who selects single employee health insurance coverage provided by the Employer, the Employer agrees to contribute the above monthly amounts, plus, for those employees who select the Single Open Access with \$1,500 Deductible, the Employer will contribute 100% of the premium increase in 2012.

12.4 Effective for the January 2011 insurance premiums, for each eligible full-time employee who selects **family** health insurance coverage, the Employer agrees to contribute the following amounts:

Open Access with \$1,500 Deductible \$1,343.25 Primary Clinic with \$500 Deductible: \$951.86 Distinctions: \$951.86

Effective for the January 2012 insurance premiums, for each eligible employee covered by this Agreement who is employed full-time and who selects family employee health insurance coverage provided by the Employer, the Employer agrees to contribute the above monthly amounts, plus, for those employees who select the Family Open Access with \$1,500 Deductible, the Employer will contribute 100% of the premium increase in 2012.

For three-quarter time employees the contribution shall be seventy-five percent (75%) of the full-time single and family amount and for half-time employees the contribution shall be fifty percent (50%) of the full-time single and family amount for health insurance coverage.

- 12.5 Notwithstanding Articles 12.3 and 12.4, an employee covered by this Agreement who was employed at least twenty (20) hours but less than thirty-two (32) hours per week during the month of December, 1988, shall receive the same contributions as a full-time employee. This Article 12.5 shall continue to apply only as long as such employee remains continuously employed at least twenty (20) hours but less than thirty-two (32) hours per week.
- 12.6 All benefits eligible employees (i.e. 40 hrs per pay period or more) may participate in or waive participation in the City's health insurance program. Employees who opt to participate must select at least single health insurance coverage and employee life insurance in an amount equal to the employee's annual salary to the nearest full thousand. Employees who waive participation shall be ineligible for any employer contribution but, shall be eligible to participate in optional coverages at the employee's expense if the employee is benefit eligible for each of the preceding twelve months.
  - For the purpose of this section, the employee's annual salary shall be based on the employee's salary as of the month prior to the annual open enrollment. The employer will contribute, beginning in 2004, life insurance in an amount equal to \$50,000 for each benefit eligible employee.
- 12.7 For employees who, after fifteen (15) years of service become disabled and are eligible for a disability pension from a retirement fund to which the City of Saint Paul has contributed, the Employer shall contribute toward the hospital-medical insurance program offered by the Employer in accordance with the retiree insurance provisions of this Agreement.
- 12.8 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 12.9 through 12.19 below, toward a health insurance plan offered by the Employer:
  - 12.8 (1) Be receiving benefits from a Public Employee Retirement Act at the time of retirement, and
  - 12.8 (2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct.
  - 12.8 (3) Employment with Independent School District No. 625 will not be counted toward the service requirement for employees hired after October 1, 1997, toward years of service for retiree health eligibility.
  - 12.8 (4) If an employee does not meet the years of service requirements in sections 12.10 through 12.17, but does satisfy the conditions in 12.8 (1), (2), and (3) he/she may purchase single or family health insurance coverage through the Employer's insurance program. The total cost of such insurance coverage shall be paid by the retiree.

12.9 The definition of full-time, three-quarter time, and half-time shall be as per Section 12.2.

#### **Early Retirees**

- 12.10 This Section applies to employees who:
  - 12.10(1) Retire on or after January 1, 1996, and
  - 12.10 (2) Have completed twenty (20) years full-time with the City of Saint Paul, and
  - 12.10 (3) Were appointed prior to January 1, 1990, and
  - 12.10 (4) Have not attained age sixty-five (65) at retirement, and
  - 12.10 (5) Meet the terms set forth in Section 12.8 above, and
  - 12.10 (6) 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 until the retiree attains the age of sixty-five (65).

When such early retiree attains age sixty-five (65), the provisions of Section 12.12 shall apply.

- 12.11 This Section shall apply to employees who:
  - 12.11 (1) Retire on or after January 1, 1996, and have completed twenty-five (25) years full-time with the City of Saint Paul, and
  - 12.11 (2) Were appointed on or after January 1, 1990, and
  - 12.11 (3) Have not attained age sixty-five (65) at retirement, and
  - 12.11 (4) Meet the conditions of Section 12.8 above, and
  - 12.11 (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 \$300.00 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 until the retiree attains the age of sixty-five (65).

When such early retiree attains age sixty-five (65), the provisions of Section 12.15 shall apply.

#### Regular Retirees (Age 65 and over)

- 12.12 This Section shall apply to full-time employees who:
  - 12.12 (1) Retire on or after January 1, 1996, and
  - 12.12 (2) Were appointed prior to January 1, 1990, and
  - 12.12 (3) Have completed twenty (20) years full-time with the City of Saint Paul, and
  - 12.12 (4) Have attained age sixty-five (65) at retirement, and
  - 12.12 (5) Meet the conditions of Section 12.8 above, and
  - 12.12 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$500.00 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.

- 12.13 This Section shall apply to three-quarter time employees who:
  - 12.13 (1) Retire on or after January 1, 1996, and
  - 12.13 (2) Were appointed prior to January 1, 1990, and
  - 12.13 (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
  - 12.13 (4) Have attained age sixty-five (65) at retirement, and
  - 12.13 (5) Meet the conditions of Section 12.8 above, and
  - 12.13 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$375.00 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.

- 12.14 This Section shall apply to half-time employees who:
  - 12.14 (1) Retire on or after January 1, 1996, and
  - 12.14 (2) Were appointed prior to January 1, 1990, and
  - 12.14 (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
  - 12.14 (4) Have attained age sixty-five (65) at retirement, and
  - 12.14 (5) Meet the conditions of Section 12.8 above, and
  - 12.14 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$250.00 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.

- 12.15 This Section shall apply to full-time employees who:
  - 12.15 (1) Retire on or after January 1, 1996, and
  - 12.15 (2) Were appointed on or after January 1, 1990, and
  - 12.15 (3) Have completed twenty (20) years full-time with the City of Saint Paul, and
  - 12.15 (4) Have attained age sixty-five (65) at retirement, and
  - 12.15 (5) Meet the conditions of Section 12.8 above, and
  - 12.15 (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 or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

- 12.16 This Section shall apply to three-quarter time employees who:
  - 12.16 (1) Retire on or after January 1, 1996, and
  - 12.16 (2) Were appointed on or after January 1, 1990, and prior to January 1, 1996, and
  - 12.16 (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
  - 12.16 (4) Have attained age sixty-five (65) at retirement, and
  - 12.16 (5) Meet the conditions of Section 12.8 above, and
  - 12.16 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$225.00 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.

- 12.17 This Section shall apply to half-time employees who:
  - 12.17 (1) Retire on or after January 1, 1996, and
  - 12.17 (2) Were appointed on or after January 1, 1990, and prior to January 1, 1996, and
  - 12.17 (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
  - 12.17 (4) Have attained age sixty-five (65) at retirement, and
  - 12.17 (5) Meet the conditions of Section 12.8 above, and
  - 12.17 (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$150.00 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.

- 12.18 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.
- 12.19 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.

#### **Survivor Insurance**

12.20 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 or a regular retiree, the dependents of the retiree shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits which said dependents previously had, at the premium and Employer contribution accorded to the eligible deceased retiree. It is further understood that coverage shall cease in the event of:

- 12.20 (1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
- 12.20 (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.
- 12.21 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.
- 12.22 The contributions indicated in this Article shall be paid to the Employer's third party administrator.
- 12.23 Employees covered by this Agreement shall be eligible to participate in the Flexible Spending Account as offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.
- 12.24 Employees covered by this Agreement shall be eligible to participate in the Dependent Care Reimbursement Account offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.
- 12.25 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.
- 12.26 Additional dependents 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 13 – SENIORITY**

13.1 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 the employee's rank on the eligible list from which certification was made.

#### **ARTICLE 13 – SENIORITY (Continued)**

- 13.2 Seniority shall terminate when an employee retires, resigns, or is discharged.
- 13.3 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 in Article 13.1 above. The Human Resources Department will identify such least senior employee in the title in which there is to be a lay-off in the Department reducing positions, and shall notify said employee of his/her reduction from the Department. If there are any vacancies in that title 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 Department shall decide which vacant position the affected employee shall fill.

In cases where there are promotional series, such as Engineer I, II, III, etc., when the number of employees in the higher titles is to be reduced, employees will be offered reductions to the highest title to which class seniority would keep them from being laid off, before layoffs are made by any class title in any Department.

If no vacancy exists in such title, then the least senior employee in the City in such title 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 employee in the City, in that title, shall be laid off. For the purpose of this Article, the Independent School District No. 625 is not considered a City Department nor is an Independent School District No. 625 employee considered a City employee.

- 13.4 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff. It is understood that such employees will pick up their former seniority date in any class that they previously held and any unused sick leave.
- 13.5 To the extent possible, vacation period shall be assigned on the basis of seniority. It is understood, however, that vacation assignment shall be subject to the ability of the Employer to maintain operations.
- In the event the Employer believes it is necessary to merge, contract out or sub-contract any public work performed by employees covered by this Agreement which may lead to layoff, the Employer will notify the Union no less than forty-five (45) calendar days in advance. During the forty-five (45) days, the Employer will meet with the Union and discuss possible options to contracting out or ways and means to minimize the elimination of positions.

#### ARTICLE 14 – WORKING OUT OF CLASSIFICATION

14.1 Employer shall avoid, whenever possible, working an employee in an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of fifteen (15) consecutive working days shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16th) day of such assignment. For purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full-time basis,

#### ARTICLE 14 – WORKING OUT OF CLASSIFICATION (Continued)

all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such 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 higher classification.

Job Studies/Evaluations (JAQ). Whenever possible, the Human Resources Department shall attempt to complete the evaluation within ninety (90) days of receipt of a petition. The evaluation will be considered received by the Human Resources Department when the appropriate supervisor has completed their required analysis and submits the evaluation to the Human Resources Department.

#### **ARTICLE 15 – CITY MILEAGE**

- 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.
- 15.2 **Method of Computation:** To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head. Employees shall receive the current IRS mileage reimbursement rate as modified from time to time by the IRS.
- 15.3 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 on the above mentioned reimbursement plan 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.
- 15.4 **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 16 – LICENSING/CERTIFICATION REQUIREMENTS

16.1 The City shall pay or reimburse the employee for all continuing education tuition costs that are required for any employee to maintain his or her license or registration as mandated in the employee's job description. The minimum qualifications will determine whether the professional license or registration is a mandatory job requirement.

#### ARTICLE 17 – SAFETY FOOTWEAR

- 17.1 For those employees required by the Employer to wear safety shoes or boots, the Employer agrees to contribute \$50.00 per calendar year toward the repair, replacement, or purchase of such shoes or boots. During the life of this Agreement, employees may accrue a total of \$150.00 for the purchase, replacement, or repair of such shoes or boots.
  - 17.1 (1) Effective January 1, 2011, the Employer will contribute \$65 per year toward the purchase of safety shoes or boots, as an annual cash payment to be placed on the paycheck. Employees shall have until December 31, 2011, to spend any outstanding balance accrued prior to January 1, 2011. After December 31, 2011, all existing balances shall be eliminated.
- 17.2 Fire Protection Engineers who are required to wear a specified uniform shall receive an allowance of \$394.25 per calendar year from the Fire Department.

#### **ARTICLE 18 – DISCIPLINE**

- 18.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
  - 18.1 (1) Oral Reprimand
  - 18.1 (2) Written Reprimand
  - 18.1 (3) Suspension
  - 18.1 (4) Reduction
  - 18.1 (5) Discharge

The listing above of 18.1 (1) through 18.1 (5) does not indicate that such forms of discipline must be progressive and in such order for any one employee.

- 18.2 Suspensions, reductions, and discharges will be in written form.
- 18.3 Employees and the Association will receive copies of written reprimands and notices of suspension, reduction, and discharge.
- 18.4 Employees shall have the right to examine all information in their personnel files. Files may be examined at reasonable times under supervision of the Employer.
- Discharges will be preceded by a five (5) working 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) working day period, the Employer may affirm, modify, or withdraw the suspension and discharge.
- 18.6 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that an Association representative be present.

#### ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.1 The Employer shall recognize stewards selected in accordance with the 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.
- 19.2 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.
- 19.3 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the Agreement.

It is specifically understood that any matters governed by or excluded by the Civil Service Rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. However, disciplinary actions (excluding reprimands) may be appealed to either the Civil Service Commission or to an arbitrator. If disciplinary action is grieved under the terms of this Contract, the Union's step 2 written grievance must state whether the grievance, if still unresolved after step 3, will be appealed to the Civil Service Commission or to an arbitrator.

Nothing in this article precludes employees from pursuing whatever recourse they may have under the terms of the Veteran's Preference Act.

- 19.4 A grievance shall be resolved in conformance with the following procedures:
  - Step 1 Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt, with or without the steward, 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, the Association may refer the grievance to Step 2 by sending a written grievance to the Employer designated representative and a copy to the Office of Labor Relations. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific sections of the Agreement alleged to be violated and the relief requested.

The Association shall refer the grievance to Step 2 within fourteen (14) work days of an alleged violation giving rise to such grievance, or the grievance shall be considered waived.

#### **ARTICLE 19 – GRIEVANCE PROCEDURE (Continued)**

- Step 2 The Employer designated representative shall, within seven (7) work days following receipt of the grievance, meet with the Association steward and attempt to resolve the grievance. The Association may refer the grievance to the Office of Labor Relations for Step 3 under the following conditions:
  - a) Seven (7) work days have passed since the Employer received the written grievance and no meeting has occurred; or
  - b) Seven (7) work days have passed since the meeting and the Employer has not responded; or
  - c) The Employer has responded and the issue remains unresolved.

Any grievance not referred to Step 3 within fourteen (14) work days of the existence of any of the above three conditions shall be considered waived.

Step 3 A representative from the Office of Labor Relations shall, within seven (7) work days following receipt of a Step 3 grievance, meet with the Association's representative and the grievant and shall attempt to resolve the issue. The Association may request arbitration of the grievance to Step 4 if any of the above conditions (a, b, or c) exist following the referral of the grievance to Step 3. If within fourteen (14) work days of the occurrence of the above listed conditions (a, b, or c), the Association has failed to give written notice to the Office of Labor Relations of the Association's intent to refer the grievance to Step 4, the grievance shall be considered waived.

#### **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.

#### **ARTICLE 19 – GRIEVANCE PROCEDURE (Continued)**

- 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 at Step 3, the parties may arbitrate 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) work days 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.

Both the Employer and the Association shall have the right to strike two (2) names from the panel. The parties shall flip a coin to determine which party strikes the first name. The process of striking names will be repeated and the remaining person shall be the arbitrator.

At any time prior to the opening of an arbitration hearing, the parties may mutually agree to utilize the assistance of the Bureau of Mediation Services to attempt to mediate a resolution of the dispute.

19.5 The time limits established in each step of the procedure may be extended by mutual agreement of the Employer and the Association.

#### **ARTICLE 19 – GRIEVANCE PROCEDURE (Continued)**

19.6 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 is 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.

19.7 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.

#### 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 The Association and the Employer agree that there shall be no lockouts, strikes, work stoppages, slow-downs, sitdowns, stay-ins, or other concerted interference with the Employer's business or affairs by any of said Association and/or members thereof, and there shall be no bannering during existence of this Agreement without first using all possible means of peaceful settlement of any controversy which may arise. Employees engaging in same shall be liable for disciplinary action.

#### **ARTICLE 22 – SEVERANCE PAY**

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

#### **Eligibility Requirements**

- 22.2 To be eligible for the severance pay plan, an employee must be voluntarily separated from City employment or have been subject to separation by lay-off and have exhausted his/her reinstatement rights, or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the severance pay plan.
- 22.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above in 22.1 and 22.2, he/she will be granted severance pay in an amount equal to a maximum as shown below based on the number of sick leave credits accumulated and minimum years of service:

with 10 years of service and

accrued hours of sick leave of:	severance pay amount:
600	\$6,000
700	\$7,000
800	\$8,000
900	\$9,000
1,000	\$10,000
1,100	\$11,000
1,200	\$12,000
1,300	\$13,000
1,400	\$14,000
1,500	\$15,000
1,600	\$16,000
1,700	\$17,000

- For the purpose of this severance program, an employee who voluntarily separates from employment with the City of Saint Paul for employment with Independent School District No. 625 shall be eligible for severance pay if the employee meets the eligibility requirements set forth above.
- 22.5 For the purpose of this Article, for those employees hired by the City before October 1, 1997, employment in either the City or in the Independent School District No. 625 may be used in meeting the years of service requirement in Article 22.3. Employees hired by the City on or after October 1, 1997, may not use employment in the Independent School District No. 625 in meeting the years of service requirement in Article 22.3.

#### **ARTICLE 22 – SEVERANCE PAY (Continued)**

- 22.6 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 16303 except in those cases where the specific provisions of this Article conflict with said ordinance, and in such cases, the provisions of this Article shall control.
- 22.7 For the purpose of this severance pay plan, 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.
- 22.8 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).

#### ARTICLE 23 – SAVINGS CLAUSE

23.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions of this Agreement shall be held 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 provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

#### **ARTICLE 24 – DEFERRED COMPENSATION**

- 24.1 Employees with at least one year of service will be eligible for a \$250 per year Deferred Compensation match by the Employer subject to the criteria listed below.
- 24.2 Eligibility and Implementation:
  - 24.2 (1) For initial match, employees must have been employed for a minimum of one (1) calendar year.
  - 24.2 (2) Employees must be a member of the bargaining unit for a minimum of one (1) calendar year.
  - 24.2 (3) Employees must have made their complete contributions by December 31st of the previous calendar year.
  - 24.2 (4) City matches will be made by April 1 of the following year.
  - 24.2 (5) Employees must be on the payroll as of the date of deferred compensation match.
  - 24.2 (6) 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.

#### **ARTICLE 25 – DURATION AND EFFECTIVE DATE**

- 25.1 Except as herein provided, this Agreement shall be effective as of January 1, 2011, and shall continue in full force and effect through December 31, 2012, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act, Minnesota Statute CH. 179A, as it may be amended from time to time.
- 25.2 This constitutes a tentative agreement between the parties which will be recommended by the Labor Relations Manager, but is subject to the approval of the Administration of the City, the City Council, and is also subject to ratification by the Association.

#### WITNESSES:

CITY OF SAINT PAUL		PROFESSIONAL EMPLOYEES					
Jam Jak	5/5/11	ASSOCIATION, INC.	L 5/5/11				
Jason Schmidt	Date	John Blackstone	Date				
Labor Relations Manager		President					
Hur Mh	8/5/11	Mihe Wilele	5/5/11				
Ben Reber	Date	Mike Wilde	Date				
Lahor Relations Specialist		Legal Counsel					

#### APPENDIX A

AL LEIV											
GRADE 001 407A CHILD CARE ENRICHMENT INSTRUCT 301B EDUCATION SPECIALIST											
01/01/11 12/31/11	Start A (1) 1,344.70 1,344.70		2-yr C (3) 1,526.30 1,526.30	3-yr D (4) 1,602.89 1,602.89	4-yr E (5) 1,685.42 1,685.42	5-yr F (6) 1,766.43 1,766.43	10-yr G (7) 1,822.03 1,822.03	15-yr H (8) 1,897.62 1,897.62			
GRADE 002 422B DESIGN ASSOCIATE/CIVIL ENGINEER TRAINEE 413B LANDSCAPE DESIGN TRAINEE											
01/01/11 12/31/11	Start A (1) 1,385.21 1,385.21	1-yr B (2) 1,499.28 1,499.28	2-yr C (3) 1,572.81 1,572.81	3-yr D (4) 1,652.36 1,652.36	•	5-yr F (6) 1,822.03 1,822.03	10-yr G (7) 1,876.02 1,876.02	15-yr H (8) 1,956.33 1,956.33			
			408A 302B 697A	EDUCAT LAW CL LEGAL	TION COO	RDINATO IT I	OORDINAT OR	ΓOR			
01/01/11 12/31/11		1-yr B (2) 1,542.79 1,542.79	2-yr C (3) 1,620.85 1,620.85				10-yr G (7) 1,932.99 1,932.99				
			<u>GRA</u>	DE 004							
01/01/11	Start A (1) 1,469.26	1-yr B (2) 1,589.31	2-yr C (3) 1,667.36	3-yr D (4) 1,752.94	4-yr E (5) 1,841.42	5-yr F (6) 1,932.99	•	15-yr H (8) 2,073.75			

12/31/11 1,469.26 1,589.31 1,667.36 1,752.94 1,841.42 1,932.99 1,988.52 2,073.75

GRADE 005 007A *LIBRARY SPECIALIST I 165A MANAGEMENT ASSISTANT I 263A VOLUNTEER COORDINATOR										
01/01/11 12/31/11	Start A (1) 1,515.81 1,515.81	1-yr B (2) 1,635.90 1,635.90	2-yr C (3) 1,721.35 1,721.35	3-yr D (4) 1,805.42 1,805.42	4-yr E (5) 1,895.49 1,895.49	•	•	*		
<u>GRADE 006</u> 976 GRAPHIC ARTIST I										
01/01/11 12/31/11	Start A (1) 1,559.30 1,559.30	1-yr B (2) 1,686.91 1,686.91	2-yr C (3) 1,772.43 1,772.43	3-yr D (4) 1,861.00 1,861.00	4-yr E (5) 1,952.53 1,952.53	•	•	15-yr H (8) 2,197.27 2,197.27		
GRADE 007 001 ACCOUNTANT I 289B HUMAN RESOURCES CONSULTANT I 581A LIBRARY VOLUNTEER COORDINATOR 038A PUBLIC INFORMATION SPECIALIST I 392 RESEARCH ANALYST I										
01/01/11 12/31/11	Start A (1) 1,604.33 1,604.33	1-yr B (2) 1,737.95 1,737.95	2-yr C (3) 1,823.44 1,823.44	3-yr D (4) 1,916.52 1,916.52	4-yr E (5) 2,012.62 2,012.62		10-yr G (7) 2,174.63 2,174.63	15-yr H (8) 2,263.54 2,263.54		
	GRADE 008  306A BUSINESS ASSISTANCE SPECIALIST 647A DESIGN ASSOCIATE I 249 LIBRARIAN I 328B PROJECT MANAGER PARKS & REC 220A VIDEO PRODUCTION SPECIALIST									
01/01/11 12/31/11	Start A (1) 1,653.84 1,653.84	1-yr B (2) 1,790.40 1,790.40	2-yr C (3) 1,879.01 1,879.01	3-yr D (4) 1,970.50 1,970.50	4-yr E (5) 2,071.09 2,071.09	•	•	15-yr H (8) 2,331.31 2,331.31		

APPEN	DIX A (C	Continued	1)					
			128 828 977 414B	GRAPHI LANDSO LEGAL MANAG	S ASSISTA C ARTIST CAPE DES ASSISTAN EMENT A	II IGN APPR	L II	
01/01/11 12/31/11	Start A (1) 1,701.83 1,701.83	1-yr B (2) 1,842.95 1,842.95	2-yr C (3) 1,934.57 1,934.57			5-yr F (6) 2,240.68 2,240.68		15-yr H (8) 2,399.09 2,399.09
			684 378B 425A 633A	CITY PL HEALTH LIBRAR NUTRIT (Inactiv *NUTRIT PROJEC	ANNER I & FITNE Y TRAINI	COMMUI )7) - WIC EER	ALIST 3 DEV COO NITY EDU	
01/01/11 12/31/11	Start A (1) 1,755.94 1,755.94	1-yr B (2) 1,895.49 1,895.49	2-yr C (3) 1,991.51 1,991.51	3-yr D (4) 2,092.08 2,092.08	4-yr E (5) 2,197.14 2,197.14		10-yr G (7) 2,375.73 2,375.73	15-yr H (8) 2,472.94 2,472.94
			GRAI 002 105 402B 501A 339B 260B 255A 292B	CIVIL EI CIVIL EI CRIME I EMERGI ENVIRO ENVIRO	PREVENT ENCY MA NMENTA NMENTA	I - SPRWS (ON COOR NAGEME) L COORD L HEALTH	DINATOR NT SPECIA	ALIST LIST I
01/01/11 12/31/11	Start A (1) 1,806.97 1,806.97	1-yr B (2) 1,955.52 1,955.52	2-yr C (3) 2,053.03 2,053.03	3-yr D (4) 2,155.10 2,155.10	4-yr E (5) 2,264.71 2,264.71	5-yr F (6) 2,375.73 2,375.73	10-yr G (7) 2,441.80 2,441.80	15-yr H (8) 2,546.70 2,546.70

#### GRADE 012

395A HUMAN RIGHTS SPECIALIST

276B HUMAN RIGHTS SPECIALIST - BILINGUAL

383 RECREATION DIRECTOR II

	Start	1-yr	2-yr	3-yr	4-yr	5-yr	10-yr	15-yr
	Α	В	Ċ	Ď	E	F	G	H
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01/01/11				2,219.71	2,330.73	2,446.33	2,522.81	2,622.03
12/31/11	1.862.42	2.014.05	2.113.11	2.219.71	2,330,73	2,446.33	2,522.81	2,622.03

#### **GRADE 12T**

#### 710A IS SYSTEMS CONSULTANT I

01/01/11	Start (1) 1,862.42	(2)	(3)	(4)	(5)	(6)	3.5 yr (7) 2,299.98	4 yr (8) 2,380.27	4.5 yr (9) 2,439.55
	(10)	(11)	(12)	(13)	7 yr (14) 2,755.44	(15)	(16)		
12/31/11	(1)	(2)	(3)	(4)	(5)	(6)	` '	4 yr (8) 2,380.27	4.5 yr (9) 2,439.55
	(10)	(11)	(12)	(13)	7 yr (14) 2,755.44	(15)	(16)		

			648A 888 829 695A 167A 397B 296A 821 974	974 OCCUPATIONAL SAFETY & HLTH ANALYST (Inactivated 3/5/2007) 039A PUBLIC INFORMATION SPECIALIST II 288A SAFETY OFFICER 909 SENIOR EMPLOYMENT & TRAINING PLNR (Inactivated 3/5/2007) 521 WATER QUALITY SPECIALIST II					
	Start A	1-yr B	2-yr C	D	Ē	F	Ğ	H	
01/01/11	(1) 1 917 98	(2) 2 074 08	(3) 2,179.12	(4) 2 284 20	(5) 2 399 80	(6) 2,522,81	(7) 2,596,38	(8) 2.697.24	
12/31/11	1,917.98				2,399.80				
			441B 250 394	LIBRAR RESEAR	L SERVICI IAN II CH ANAL CITY PLA	YST III	DINATOR		
	Start	1-yr	2-yr	3-yr	4-yr	5-yr	10-yr	15-yr	
	A	B	C	D	E	F	G	H	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
01/01/11	1,975.03	2,135.59	2,242.24	2,356.26	2,471.83	2,596.38	2,672.89	2,780.15	
12/31/11	1,975.03	2,135.59	2,242.24	2,356.26	2,471.83	2,596.38	2,672.89	2,780.15	

7 X X X X 351 V	D12x 2x (C	onunuc	•)							
		ontinue	GRAI 003 106 403B 129 256A 623A	CIVIL EI CIVIL EI CRIMIN ENVIRO FLEET S	ALIST II NMENTA ERVICES	II S II - SPRV L HEALTH COORDIN	I SPECIAI IATOR (Ina	ctivated 1/9/2007)		
			119B 295B 373B 415B	HISTOR HUMAN INTERIC LANDSC	IC PRESEI RESOUR OR DESIGN CAPE ARC	RVATION CES CONS NER	SPECIALI SULTANT	III		
	Start A (1) 2,035.03 2,035.03				E (5) 2,545.33	F (6) 2,672.89	2,755.44	H (8) 2,864.52		
12/31/11 2,035.03 2,200.14 2,308.25 2,425.27 2,545.33 2,672.89 2,755.44 2,864.52  GRADE 016 394B ADMIN ASST DEPT OF HREEO 356B ARTS & GARDENING PROGRAM COORD 576 *HEALTH EDUCATOR II 204A MANAGEMENT ANALYST (Inactivated 12/19/2006) 610A MANAGEMENT ASSISTANT IV 088A PHYSICAL FITNESS COORDINATOR 776 PROGRAM COORDINATOR 382B SENIOR PROJECT MANAGER										
01/01/11 12/31/11	Start A (1) 2,096.57 2,096.57	1-yr B (2) 2,266.20 2,266.20	2-yr C (3) 2,380.27 2,380.27	•	E (5) 2,623.38	F		15-yr H (8) 2,947.32 2,947.32		
	GRADE 017 121B ADMIN/LEGISLATIVE ASST-PED 340B EMERGENCY MANAGEMENT COORD 346B ENERGY COORDINATOR 517A PHYSICIAN ASSISTANT (Inactivated 1/4/2007)									
01/01/11 12/31/11	Start A (1) 2,159.63 2,159.63	1-yr B (2) 2,335.21 2,335.21	2-yr C (3) 2,449.33 2,449.33		4-yr E (5) 2,701.42 2,701.42	-	10-yr G (7) 2,923.54 2,923.54	15-yr H (8) 3,039.18 3,039.18		

GRADE 018  143B ENVIRONMENTAL HEALTH SPEC III  081A *EPIDEMIOLOGIST  611A WATER QUALITY SPECIALIST III										
01/01/11 12/31/11	Start A (1) 2,224.20 2,224.20	1-yr B (2) 2,402.78 2,402.78	2-yr C (3) 2,525.76 2,525.76	3-yr D (4) 2,650.43 2,650.43	4-yr E (5) 2,785.47 2,785.47		10-yr G (7) 3,012.08 3,012.08	15-yr H (8) 3,125.04 3,125.04		
GRADE 019 221B *HEALTH INFORMATION ADMINISTRATOR 336B WATER RESOURCE COORDINATOR										
01/01/11 12/31/11	Start A (1) 2,291.69 2,291.69	•	2-yr C (3) 2,599.36 2,599.36	3-yr D (4) 2,729.93 2,729.93	4-yr E (5) 2,866.50 2,866.50	5-yr F (6) 3,012.08 3,012.08	10-yr G (7) 3,097.60 3,097.60			
	GRADE 020 374B ARCHITECT 107 CIVIL ENGINEER III 404B CIVL ENGINEER III - SPRWS 117A ECONOMIC PLANNER (Inactivated 4/16/2007) 533A FIRE PROTECTION ENGINEER 830 GRANTS MANAGER 416B LEAD LANDSCAPE ARCHITECT 380B PRINCIPAL CITY PLANNER 395 RESEARCH ANALYST IV 444 STRUCTURAL ENGINEER									
01/01/11 12/31/11	Start A (1) 2,359.29 2,359.29	1-yr B (2) 2,551.34 2,551.34	2-yr C (3) 2,678.92 2,678.92	3-yr D (4) 2,812.48 2,812.48	4-yr E (5) 2,953.52 2,953.52	5-yr F (6) 3,100.65 3,100.65	10-yr G (7) 3,192.20 3,192.20	15-yr H (8) 3,316.28 3,316.28		

#### GRADE 20T 709A IS INFO/TECH ANALYST V 711A IS SYSTEMS CONSULTANT II

01/01/11	Start (1) 2,359.29	1 yr (2) 2,551.34	1.5 yr (3) 2,615.16	2 yr (4) 2,678.92	2.5 yr (5) 2,745.70	3 yr (6) 2,812.48	3.5 yr (7) 2,883.01	4 yr (8) 2,953.52	4.5 yr (9) 3,027.09
	5 yr (10) 3,100.65	10 yr (11) 3,192.20	15 yr (12) 3,316.28						
12/31/11	Start (1) 2,359.29	1 yr (2) 2,551.34	1.5 yr (3) 2,615.16	2 yr (4) 2,678.92	2.5 yr (5) 2,745.70	3 yr (6) 2,812.48	3.5 yr (7) 2,883.01	4 yr (8) 2,953.52	4.5 yr (9) 3,027.09
	5 yr (10) 3,100.65	10 yr (11) 3,192.20	15 yr (12) 3,316.28						
	<u>GRADE 021</u>								
01/01/11 12/31/11	Start A (1) 2,428.29 2,428.29	1-yr B (2) 2,626.41 2,626.41	•	3-yr D (4) 2,896.57 2,896.57		5-yr F (6) 3,192.20 3,192.20		-	
GRADE 022 660A GIS SYSTEMS DEVELOPER 383B PRINCIPAL PROJECT MANAGER 294A PROJECT MANAGER IV- PUBLIC WKS									
	Start A	1-yr B	2-yr C	3-yr D	4-yr E	5-yr F	10-yr G	15-yr H	
01/01/11 12/31/11	(1) 2,501.83 2,501.83	(2) 2,705.93 2,705.93	(3) 2,840.98	(4) 2,983.57 2,983.57	(5) 3,132.11	(6) 3,288.20 3,288.20	(7)	(8) 3,516.57	

#### GRADE 22T 712A IS SYSTEMS CONSULTANT III

01/01/11	Start (1) 2,501.83	(2)	1.5 yr (3) 2,800.29		(5)	(6)	(7)	(8)	(9)
	•	(11)							
12/31/11	Start (1) 2,501.83		1.5 yr (3) 2,800.29	(4)	(5)	(6)	(7)	(8)	(9)
	(10)	10 yr (11) 3,387.28	, ,						
<u>GRADE 023</u>									
01/01/11 12/31/11	,	1-yr B (2) 2,788.88 2,788.88	C (3) 2,926.54	•		F (6) 3,387.28		H (8) 3,623.51	
<u>GRADE 024</u>									
01/01/11 12/31/11	Start A (1) 2,653.42 2,653.42	1-yr B (2) 2,869.52 2,869.52	C (3) 3,015.05			3,490.83	G (7) 3,592.88	•	
<u>GRADE 025</u>									
01/01/11 12/31/11	Start A (1) 2,732.90 2,732.90		2-yr C (3) 3,105.14 3,105.14		4-yr E (5) 3,421.81 3,421.81	5-yr F (6) 3,592.88 3,592.88	10-yr G (7) 3,702.40 3,702.40	15-yr H (8) 3,840.37 3,840.37	

				DE 026 DEBT A	DMINISTF	RATOR		
01/01/11 12/31/11	Start A (1) 2,816.99 2,816.99	1-yr B (2) 3,048.07 3,048.07		3-yr D (4) 3,358.81 3,358.81				15-yr H (8) 3,954.85 3,954.85
			GRA	DE 027				
01/01/11 12/31/11	Start A (1) 2,899.52 2,899.52	•	2-yr C (3) 3,294.23 3,294.23	3-yr D (4) 3,457.80 3,457.80	•			15-yr H (8) 4,073.76 4,073.76
<u>GRADE 028</u>								
01/01/11 12/31/11	Start A (1) 2,988.09 2,988.09	•	2-yr C (3) 3,393.30 3,393.30	3-yr D (4) 3,564.34 3,564.34	•	-	10-yr G (7) 4,046.10 4,046.10	15-yr H (8) 4,195.81 4,195.81
<u>GRADE 029</u>								
01/01/11 12/31/11	Start A (1) 3,078.07 3,078.07	1-yr B (2) 3,328.75 3,328.75	2-yr C (3) 3,493.83 3,493.83	3-yr D (4) 3,667.91 3,667.91	4-yr E (5) 3,853.99 3,853.99	5-yr F (6) 4,365.30 4,365.30	10-yr G (7) 4,166.19 4,166.19	15-yr H (8) 4,320.74 4,320.74
			GRA	DE 030				
01/01/11 12/31/11	Start A (1) 3,169.70 3,169.70	1-yr B (2) 3,429.27 3,429.27	2-yr C (3) 3,598.93 3,598.93	3-yr D (4) 3,777.45 3,777.45	4-yr E (5) 3,968.13 3,968.13	5-yr F (6) 4,166.19 4,166.19	10-yr G (7) 4,287.69 4,287.69	15-yr H (8) 4,451.81 4,451.81

			<u>GRA</u>	DE 031				
01/01/11 12/31/11	Start A (1) 3,265.71 3,265.71	•	•	3-yr D (4) 3,893.02 3,893.02	4-yr E (5) 4,086.62 4,086.62	*	-	
			<u>GRA</u>	DE 032				
01/01/11 12/31/11	Start A (1) 3,363.31 3,363.31	•	•	•	•	5-yr F (6) 4,419.79 4,419.79		-
			<u>GRA</u>	DE 033				
01/01/11 12/31/11	Start A (1) 3,463.77 3,463.77	•	•	*	4-yr E (5) 4,338.76 4,338.76	5-yr F (6) 4,553.42 4,553.42		•
	2, 1021111	2,	-,	,,	.,	,,	,,	.,
			<u>GRA</u>	DE 034				
01/01/11 12/31/11	Start A (1) 3,567.38 3,567.38	1-yr B (2) 3,857.03 3,857.03	2-yr C (3) 4,052.09 4,052.09	3-yr D (4) 4,254.71 4,254.71	4-yr E (5) 4,466.33 4,466.33	5-yr F (6) 4,689.97 4,689.97	10-yr G (7) 4,829.57 4,829.57	15-yr H (8) 5,009.10 5,009.10
			<u>GRA</u>	DE 035				
	Start A	1-yr B	2-yr C	3-yr D	4-yr E	5-yr F	10-yr G	15-yr H

(4)

01/01/11 3,675.42 3,974.07 4,175.21 4,380.77 4,599.93 4,829.57 4,976.62 5,156.70 12/31/11 3,675.42 3,974.07 4,175.21 4,380.77 4,599.93 4,829.57 4,976.62 5,156.70

(6)

(5)

(7)

(2)

(3)

(1)

			<u>GRA</u>	DE 036				
01/01/11 12/31/11	Start A (1) 3,786.48 3,786.48	1-yr B (2) 4,092.62 4,092.62	2-yr C (3) 4,296.78 4,296.78	3-yr D (4) 4,512.85 4,512.85	4-yr E (5) 4,739.50 4,739.50		•	15-yr H (8) 5,308.76 5,308.76
			<u>GRA</u>	DE 037				
01/01/11 12/31/11	Start A (1) 3,896.07 3,896.07	1-yr B (2) 4,215.70 4,215.70	2-yr C (3) 4,425.82 4,425.82	3-yr D (4) 4,646.44 4,646.44	4-yr E (5) 4,880.56 4,880.56	5-yr F (6) 5,123.75 5,123.75		•
			<u>GRA</u>	DE 038				
01/01/11 12/31/11	Start A (1) 4,017.66 4,017.66	1-yr B (2) 4,343.24 4,343.24	2-yr C (3) 4,559.39 4,559.39	3-yr D (4) 4,787.51 4,787.51	4-yr E (5) 5,026.12 5,026.12	•		15-yr H (8) 5,631.01 5,631.01
<u>GRADE 039</u>								
01/01/11 12/31/11	Start A (1) 4,134.65 4,134.65	1-yr B (2) 4,472.50 4,472.50	2-yr C (3) 4,696.01 4,696.01	3-yr D (4) 4,930.12 4,930.12	4-yr E (5) 5,179.19 5,179.19	5-yr F (6) 5,437.29 5,437.29		15-yr H (8) 5,801.24 5,801.24
			<u>GRA</u>	DE 040				
01/01/11 12/31/11	Start A (1) 4,257.78 4,257.78	1-yr B (2) 4,607.47 4,607.47	2-yr C (3) 4,838.53 4,838.53	3-yr D (4) 5,080.19 5,080.19	4-yr E (5) 5,330.80 5,330.80	5-yr F (6) 5,600.94 5,600.94	10-yr G (7) 5,778.08 5,778.08	15-yr H (8) 5,974.47 5,974.47

			GRA	DE 041				
01/01/11 12/31/11	Start A (1) 4,385.31 4,385.31	1-yr B (2) 4,744.00 4,744.00	2-yr C (3) 4,982.62 4,982.62	3-yr D (4) 5,230.22 5,230.22		•		15-yr H (8) 6,150.66 6,150.66
			<u>GRA</u>	DE 042				
01/01/11 12/31/11	Start A (1) 4,519.67 4,519.67	1-yr B (2) 4,888.04 4,888.04	2-yr C (3) 5,129.71 5,129.71	3-yr D (4) 5,386.30 5,386.30	,	•	•	15-yr H (8) 6,335.84 6,335.84
			GRA	DE 043				
01/01/11 12/31/11	Start A (1) 4,652.46 4,652.46	1-yr B (2) 5,032.22 5,032.22	2-yr C (3) 5,285.75 5,285.75	3-yr D (4) 5,548.43 5,548.43	4-yr E (5) 5,826.04 5,826.04		10-yr G (7) 6,312.32 6,312.32	15-yr H (8) 6,537.65 6,537.65
<u>GRADE 044</u>								
01/01/11 12/31/11	Start A (1) 4,792.05 4,792.05	1-yr B (2) 5,183.69 5,183.69	2-yr C (3) 5,443.39 5,443.39	3-yr D (4) 5,716.53 5,716.53	4-yr E (5) 6,003.14 6,003.14	5-yr F (6) 6,301.78 6,301.78	10-yr G (7) 6,501.39 6,501.39	15-yr H (8) 6,721.38 6,721.38
<u>GRADE 045</u>								
01/01/11 12/31/11	Start A (1) 4,934.63 4,934.63	1-yr B (2) 5,341.28 5,341.28	2-yr C (3) 5,606.90 5,606.90	3-yr D (4) 5,886.15 5,886.15	4-yr E (5) 6,179.84 6,179.84	5-yr F (6) 6,489.40 6,489.40	10-yr G (7) 6,695.03 6,695.03	15-yr H (8) 6,921.73 6,921.73

#### **APPENDIX B**

The parties have attempted to include all Memorandums in Appendices B and C effective during part or all of this contract. If an existing Memorandum was not included, it should not be construed as nullifying or canceling the Memorandum.

# MEMORADUM OF AGREEMENT BETWEEN THE CITY OF SAINT PAUL AND PROFESSIONAL EMPLOYEES ASSOCIATION, Inc. FOR 2011 AND 2012 WAGES AND HEALTH INSURANCE

This MOA is entered into by the City of Saint Paul and Professional Employees Association, Inc. for the purpose of establishing wage and health insurance contribution rates for 2011 and 2012. The terms of this MOA shall be included in the succeeding collective bargaining agreement between the Union and the City.

- 1) There shall be no wage increase for 2011 or 2012.
- 2) City agrees to continue to pay the administrative costs for FSAs and HRA. Employees continue to pay the administrative fee for debit cards.
- 3) Health insurance: the City will contribute 100% of the increase in premium for the High Deductible Single and High Deductible Family in each year of the agreement. Employer contributions to the other plans remain at the current level. These rates will be implemented effective January 1, 2011.
- 4) Any subsequent negotiations over economic items in individual collective bargaining agreements will be costed against the contract or negotiated on a quid pro quo basis.
- 5) VEBA contribution remains at \$75 per month for Single High Deductible.

FOR THE CITY:

FOR THE UNION:

Jason Schmidt
Labor Relations Manager

DATE: 10/13/10

DATE: 10/13/10

FOR THE UNION:

John Blackstone, President
Professional Employees Association, Inc.

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#### APPENDIX C

## MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SAINT PAUL AND PROFESSIONAL EMPLOYEES ASSOCIATION, INC

This Memorandum of Agreement (hereinafter "MOA") applies to the parties below until December 31, 2012, with the intention of incorporating it into the collective bargaining agreement if it is acceptable to all parties.

Definition: Employees required by the Employer to be available to answer a page or call, and perform work if necessary during hours outside their normal work shift, shall be considered "on-call." The Employer will establish a written on-call schedule one month prior to implementation. Employees must provide notice of unavailability prior to the issuance of the schedule.

Requirements: If assigned as on-call, employees must ensure they are available to be contacted. Employees must return calls within thirty (30) minutes of receiving a page or voicemail message. If required to return to work, employees must be able to do so within two hours of being contacted.

Compensation: Employees who are on-call will receive \$25 per day for each week day (Monday – Friday) they are assigned on-call. A week day shall consist of the hours from 5:00 p.m. until 7:00 a.m. the following morning, Monday – Friday. Employees who are on-call for each weekend day (Saturday or Sunday) or Holiday as designated by the collective bargaining agreement will receive \$50 per day. A weekend day and Holiday day shall consist of a twenty-four (24) hour period from 7:00 a.m. until 7:00 a.m. the following morning.

In addition to the above compensation, employees who are on-call and are contacted to resolve a critical information system problem shall be granted two hours minimum compensation either in compensatory time or pay for their efforts per incident. An incident shall begin when the telephone or page is answered and end when the problem is either resolved or further efforts are deemed futile. This means multiple calls regarding the same problem are considered one incident.

If the resolution of the problem takes less than two hours, the employee will be paid straight time for the two hour minimum.

Scheduling: The City will create a list of volunteers who will be scheduled first for on-call status. If insufficient numbers of qualified employees volunteer, the City will assign employees to the list. The City will create an assignment rotation that distributes the on-call assignments as evenly and fairly as is reasonably possible.

This MOA shall apply only to employees in <u>Office of Technology and Communications</u> and will become effective on January 1, 2011. This MOA sets no precedent and shall not affect any other conditions or terms of employment.

CITY OF SAINT PAUL	PROFESSIONAL EMPLOYEES ASSOC.
Jun Mart	John F Blockell
Vason Sommidt	John Blackstone
Labor Relations Manager	President
5/5/11 Date	5/5/11 Date
Tracey Blees  Labor Relations Specialist	Mike Wilde Legal Counsel
5/5/1/ Date	5/5/11 Date