JANUARY 1, 2011 - DECEMBER 31, 2012

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

THE TRI-COUNCIL

LOCAL 120 - LOCAL 49 - AND LOCAL 132

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PRINCIPLES

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Employer and the Employees.

There shall be no discrimination against any employee by reason of creed, sex, disability, or Union membership.

The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in full utilization of employees' skill and ability without regard to consideration of national origin, age, sex or disability.

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees that have been certified by the State of Minnesota, Case No. 73-PR-427-A, as follows:

All employees of the City of Saint Paul in the classifications of Asphalt Plant Operator, Assistant Gardener, Assistant Golf Course Superintendent, Bridge Crew Leader, Bridge Maintenance Worker, *Driver-Operator, *Driver-Operator--Water Utility, Forestry Crew Leader, Gardener, Golf Ranger, Golf Worker III, Grounds Crew Leader, *Groundsworker, Heavy Equipment Operator, Heavy Equipment Operator--Sewer Utility, Heavy Equipment Operator--Water Utility, *Jet Sewer Cleaner Operator, Landscape Worker, Lead Gardener, Lead Landscaper, Modified Duty Worker–Stores Laborer, Modified Duty Worker - Water Utility Worker II, Modified Duty Worker - Grounds Crew Leader, Parks Worker I, Parks Worker I - Operation/Como Campus, Parks Worker II, Parks Worker III, Revolving Power Equipment Operator, Sewer Crew Leader, Sewer Services Worker, Stores Laborer, Street Maintenance Crew Leader, Street Services Worker, Trades Laborer, Tree Worker, Utility Aide, Water Service Worker--Control Desk, Water System Worker I, Water System Worker II, Water Utility Worker I, and Water Utility Worker II who work more than 14 hours per week and more than 100 work days per year, excluding Supervisory, Confidential, emergency, and employees exclusively represented by other labor or employee organizations.

The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this Agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Relations Act to accomplish said objective.

1.2 The Employer agrees not to enter into any contractually binding agreements with any employee or representative not authorized to act on behalf of the Union. There shall be no individual agreements with any employees that conflict with the terms of this Agreement, and any such agreement or contract shall be null and void.

1.3 The Employer agrees to give the Union the right to supply fifty percent (50%) of all new qualified referrals for work as temporary employees.

1.4 It is recognized that temporary employees are within the unit covered by this agreement. However, except as specifically provided by this agreement, temporary employees shall not have nor acquire any rights or benefits other than specifically provided by the provisions of the Civil Service Rules.

ARTICLE 2 – MAINTENANCE OF STANDARDS

2.1 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 as 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.

2.2 Notwithstanding Article 2.1 above, City 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, 2011.

ARTICLE 3 – UNION RIGHTS

3.1 The Union may designate employees from within the bargaining unit to act as Stewards and shall inform the Employer in writing of such designations. Such employees shall have the rights and responsibilities as designated in Article 10 (GRIEVANCE PROCEDURE). There shall be no more than one Steward from each local involved in any one specific grievance.

3.2 There shall be no deduction of pay from Stewards when directly involved in meetings with management during working hours for grievance procedures.

3.3 Designated Union Representatives shall be permitted to visit employees on job sites and at department buildings during working time.

ARTICLE 4 – PAYROLL DEDUCTION

4.1 The Employer shall, upon request of any Employee in the unit, deduct such sum as the Union may specify for the purpose of initiation fees and dues to the Union, providing the Union uses its best efforts to assess such deductions in as nearly uniform and standard amounts as is possible. The Employer shall remit monthly such deduction to the appropriate designated Union.

4.2 In accordance with M.S.A. 179.65, Subd. 2, the Employer agrees that upon notification by the Union, the Employer shall deduct a fair share fee from all certified employees who are not members of the exclusive representative. 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.

4.3 Effective May 1, 2008 (or closest pay period), the Union authorizes the deduction of sixty dollars ($60.00) bi-weekly, from employees who are members of Laborer's Local #132 who already have pension credits in the Union's Pension Fund and choose to participate in the Union's Pension Fund. The Employer will forward this to the Union's Pension Fund. The Union is to provide the Employer a list of eligible members.

4.4 Effective January 1, 2010 (closest pay period), the Employer will contribute $1.10/hour for each employee covered by this agreement (not including employees working in the job classifications of Golf Ranger, Utility Aide, Parks Worker I, Parks Worker I – Operations, Parks Worker I – Golf, Parks Worker II, Assistant Gardener, Landscape Worker and Revolving Power Equipment Operator) to the Laborers' International Union of North America, National (Industrial) Pension Fund Preferred Plan.

4.4 (1) Effective June 1, 2010, the Laborers Industrial Union of North America Pension Fund was declared in the "red zone" and a 5% surcharge assessed to pension contribution. For 2011, an additional $0.11/hour ($1.21 total) will be deducted from the hourly rate for each employee covered by this pension. For 2012, an additional $0.12/hour ($1.33 total) will be deducted from the hourly rate for each employee covered by this pension.

Any future increase declared by the LIUNA Pension Fund will result in a corresponding decrease in hourly rate for participating classifications.

ARTICLE 4 – PAYROLL DEDUCTION (CONTINUED)

4.5 The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer, its officers or employees, by reason of negligence of the Union in requesting or receiving deductions under this Article. The Employer will indemnify, defend and hold the Union harmless against any claims made and against any suits instituted against the Union, its officers or employees by reason of negligence on the part of the Employer in making or forwarding deductions under this Article.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 The Union 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.

5.2 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 of 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 6 – SAFETY

6.1 Accident and injury free operations shall be the goal of all Employers and employees. To this end the Employer and employee will, to the best of their ability, abide by and live up to the requirements of the several State and Federal Construction Safety Codes and Regulations.

6.2 To this end the Employer shall from time to time issue rules or notices to his employees regarding on the job safety requirements. Any employee violating such rules or notices shall be subject to disciplinary action. No employee may be discharged for refusing to work under unsafe conditions.

6.3 Such safety equipment as required by governmental regulation shall be provided without cost to the employee. At the Employer's option, the employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable condition as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned.

6.4 Effective January 1, 2006, the Employer agrees to contribute $100.00 per payroll year to each employee of the bargaining unit who is required by the Employer to wear protective shoes or boots. This contribution will be made for employees on the payroll as of January 1st. Employees hired after January 1st will receive one-half the normal allowance for that payroll year. Returning employees from layoff will receive the full allowance for the payroll year.

In addition to the regular safety shoe reimbursement, employees who wear Kevlar boots as part of their regular job duties will receive an additional $25.00 per payroll year for the purchase of Kevlar safety boots. The Employer will determine who is eligible for this additional reimbursement.

6.5 The City shall furnish uniforms at no cost to the employees who work in the Sewer Division of the Public Works Department.

ARTICLE 6 – SAFETY (CONTINUED)

6.6 The Water Utility will provide at its expense an initial uniform to employees required to wear a uniform. The Water Utility will reimburse these employees up to $225.00 annually per calendar year beginning the year after the employee's initial issue. Employees must present receipts to be reimbursed.

ARTICLE 7 – DISCIPLINE PROCEDURES

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

A. Oral reprimand;
B. Written reprimand;
C. Suspension;
D. Reduction;
E. Discharge.

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

7.3 A notice in writing of suspensions, reductions and discharges shall be sent to the employee and the Union within seventy-two (72) hours after such action is taken.

7.4 Discharges will be preceded by a five (5) working day preliminary suspension without pay. During said period, the employee and/or Union 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 the suspension and discharge in accordance with Civil Service Rules or may modify, or withdraw same.

7.5 Grievance relating to this Article shall be processed in accordance with the grievance procedure under Article 10.

ARTICLE 8 – HOURS, OVERTIME, SNOWPLOWING

8.1 The normal work day shall be seven and three-fourths (7 ¾) consecutive hours per day, excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid, except for employees assigned to the 4/40 shift where the normal work day shall be nine and three-fourths (9 ¾) consecutive hours per day, excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid. The time allotted for lunch breaks shall include both travel and wash-up time.

The normal work week shall be five (5) consecutive normal work days in any seven (7) day period except for employees assigned to the 4/40 shift where the normal work week shall be four consecutive ten (10) hour work days in any seven (7) day period. (For employees on a shift basis this shall be construed to mean an average of thirty-eight and three-fourths (38 ¾) hours a week).

8.2 Except in cases of emergencies, the Employer shall notify the affected employees of an intention to change a shift at least 24 hours prior to the beginning of the new shift.

8.3 Employees shall report to work location as assigned by a designated Employer supervisor. During the normal work day employees may be assigned to other work locations at the discretion of the Employer. Management shall provide transportation or allow travel time within normal working hours to the new work location.

ARTICLE 8 – HOURS, OVERTIME, SNOWPLOWING (CONTINUED)

8.4 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) straight time hours pay. A person scheduled to work on a weekend solely to operate the showmobile shall be eligible for this call-in pay.

8.5 Overtime. Time on the payroll in excess of the normal hours set forth above shall be "overtime work" and shall be done only by order of the head of the department. An employee shall be recompensed for work done in excess of the normal hours by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such overtime work. Employee may express a written preference for the method of overtime payment, however, the basis on which such overtime shall be paid shall be determined solely by the Employer. The time and one-half overtime rate shall be based on the total rate, including any premium pay, being earned during the overtime hours worked.

8.6 The two (2) work breaks shall not exceed fifteen (15) minutes from the time the employee stops working until he/she resumes work, and shall be taken in close proximity of the employee's work station.

8.7 Employees who are unable to report for their normal work day have the responsibility to notify their supervisor of such absence as soon as possible, but in no event later than one-half hour before the beginning of such work day. Failure to make such notification may be grounds for discipline.

8.8 The following will be the procedure for filling snowplowing or sanding needs.

A. All listed categories of City employees will be offered one shift before any receive a second shift.
B. For purposes of a declared snow emergency, both the night and day phases shall be considered shifts falling on the date of the day phase. Personnel shall be assigned to one of the two phases in the priority order shown below provided that no overtime shift results.
C. In the event that overtime shifts are needed to fill any assignment, overtime shifts shall be offered in the same priority order.
D. Order to be called.

1. Regular full-time *Driver Operators, Heavy Equipment Operators and Street Service Workers on normally scheduled shifts.
2. *Driver Operators and Heavy Equipment Operators on layoff.
3. Street Services Workers on layoff.
4. Sewer Services Workers.
5. Jet Sewer Cleaner Operators and Heavy Equipment Operators – Sewer Utility.
6. Bridge Maintenance Workers.
7. Crew Leaders.
8. Other permanent Tri-Council members.
9. All other qualified Public Works volunteers on normally scheduled shifts.
10. Qualified temporary Tri-Council members.

ARTICLE 8 – HOURS, OVERTIME, SNOWPLOWING (CONTINUED)

8.9 Employer shall avoid, whenever possible, working an employee on 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 during a year shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16) 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, 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.

ARTICLE 9 – INSURANCE

Active Employee Insurance

9.1 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. IRS rules and regulations shall govern the Employer provided health and welfare benefit program.

9.2 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

9.3 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 $1,500 Deductible, the Employer will contribute 100% of the premium increase in 2012.

9.4 For the purpose of this Article, full-time employment is defined as appearing on the payroll at least thirty-two (32) hours per week or at least sixty-four (64) hours per pay period excluding overtime hours.

ARTICLE 9 – INSURANCE (CONTINUED)

9.5 For each eligible employee covered by this Agreement who is employed half-time who selects employee insurance coverage, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting employee coverage in the same insurance plan. For each half-time employee who selects family insurance coverage, the Employer will contribute fifty percent (50%) of the amount contributed for full-time employees selecting family coverage in the same insurance plan. For the purpose of this Article, half-time employment is defined as appearing on the payroll at least twenty (20) hours but less than thirty-two (32) hours per week or at least forty (40) hours but less than sixty-four (64) hours per pay period excluding overtime hours. An employee will be considered half-time only if such employee is assigned to a position which is regularly assigned half-time hours. Effective January 1, 2012, this article will be eliminated.

9.6 For each eligible employee the Employer agrees to contribute the cost of $15,000 of life insurance coverage.

Retiree Insurance

9.7 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 9.8 and 9.9 below, toward a health insurance plan offered by the Employer:

A. Be receiving benefits from a public employee retirement act at the time of retirement, and
B. Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct, and
C. Have completed at least twenty (20) years with the City of Saint Paul, and

(1) 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 applied toward meeting this twenty (20)-year requirement.
(2) If an employee serves in that capacity for more than six years, the additional time may be purchased upon return to City service for $300.00 per month and applied to this twenty (20)-year requirement.

D. Were hired prior to January 1, 1996.

Early Retirees

9.8 This Section shall apply to full time employees who:

A. Retire on or after January 1, 1996, and
B. Were appointed on or before December 31, 1995, and
C. Have not attained age sixty-five (65) at retirement, and
D. Meet the terms set forth in Section 9.9 above, and
E. Select a health insurance plan offered by the Employer

Until such employees reach sixty-five (65) years of age, the Employer agrees that for retirees selecting single coverage, the Employer will provide the same contribution as is provided for active employees selecting single coverage under this agreement. This amount, however, shall not exceed $350 per month.

For employees selecting family health insurance coverage, the Employer will contribute $350 per month toward the premium for family health insurance coverage. Any unused portion of the Employer's contribution shall not be paid to the retiree.

When such early retiree attains age sixty-five (65), the provisions of Section 9.9 will apply.

Regular Retirees (Age 65 and over)

9.9 This Section shall apply to full time employees who:

A. Retire on or after January 1, 1996, and
B. Were appointed on or before December 31, 1995, and
C. Have attained age sixty-five (65) at retirement, and
D. Meet the terms set forth in Section 9.9 above, and
E. Select a health insurance plan offered by the Employer

The Employer agrees to contribute a maximum of $550.00 per month toward the premium for single or family health insurance coverage offered by the Employer to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

This Section shall also apply to early retirees who retired under the provisions of Section 9.8 when such retirees attain age sixty-five (65).

9.10 A retiree's participation in the City's health insurance plan must be continuous. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation, such retiree will not be eligible for any future participation or for any Employer contribution.

9.11 In the event of the death of a retiree who was hired on or after May 1, 1992 and who is participating in the City's health insurance program, the surviving spouse or dependent of the deceased may continue to participate in the City's health insurance plan at their/her own cost. Eligibility to continue to participate shall terminate when such spouse or dependent remarries or becomes eligible for group health insurance through any employer.

Survivor Insurance

9.12 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, who was hired prior to May 1, 1992, 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:

A. Subsequent remarriage of the surviving spouse of the deceased employee or retiree.

B. 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.

9.13 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.

Seasonal Layoff

9.14 For each eligible employee covered by this Agreement who is employed full-time and who selects health insurance coverage provided by the Employer, and who is placed on seasonal layoff, the Employer shall, for up to five months of layoff, continue its contribution towards the cost of single or family health insurance premium, regardless of whether or not such employee has worked the appropriate hours within the qualifying pay period.

Article 9.14 shall not apply to employees in the title of Parks Worker II or Utility Aide.

Miscellaneous

9.15 Pagers may be issued to Street Services Workers who are placed on seasonal layoff and are receiving the seasonal health insurance benefit as provided in Article 9.14. Laid off employees who are issued pagers will be expected to respond to pages from the employer.

9.16 The contributions indicated in this Article 9 shall be paid to the Employer's Group Health and Welfare Plan.

9.17 Any cost of any premium for any City-offered Employee or family insurance coverage in excess of the dollar amounts stated in this Article 9 shall be paid by the Employee.

9.18 Any Employee having ten or more years of service with the Employer who becomes ill or injured so as to be unable to continue working and has exhausted all his/her sick leave and vacation shall be eligible for City paid health and welfare benefits for a maximum of three years.

9.19 The Employer will provide a system whereby the employee's contribution toward the premiums for the employee selected health insurance coverages will be paid on a pre-tax basis.

Employees covered by this Agreement will be eligible to participate in the Flexible Spending Account and the Dependent Care Reimbursement Account as offered by the Employer. The service fee charged to participating employees in either of these Accounts shall be paid by the Employer.

9.20 Any employee who is receiving benefits under the terms of this contract and instead of layoff takes a voluntary reduction to Park Aide, to continue working during the winter, shall continue to receive the benefits available to his/her permanent title.

ARTICLE 9 – INSURANCE (CONTINUED)

9.21 All Season Full Time Park Aide:

A. The Parks Department will identify the number of All Season Full Time Park Aide positions needed for full time employment by September of each year. The Department will choose first:

(1) Laid off Parks Workers who take a reduction to Park Aide; then if necessary
(2) Laid off Parks Worker IIs who take a reduction to Park Aide; then if necessary
(3) Park Aides designated All Season Full Time Park Aide; then if necessary
(4) Qualified Park Aides by Seniority.

B. Any Park Aide who accepts full time winter employment (All Season Full Time Park Aide) by the Parks Department, will be eligible for single health insurance coverage as provided in Articles 9.1 through 9.4 of this contract beginning in January following the offer of winter employment and continuing for all consecutive months worked as an All Season Full Time Park Aide.

9.22 The provisions of this Article 9 shall not apply to employees in the titles of Golf Ranger, Park Aide, and Park Worker I.

ARTICLE 10 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

10.1 The Employer shall recognize stewards selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the names of the stewards and of their successors when so named.

10.2 It is recognized and accepted by the Employer and the Union 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.

10.3 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.

10.4 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 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 Union. 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 Union within seven (7) calendar days of the first occurrence of the event giving rise to the grievance or with the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2 Within seven (7) calendar days after receiving the written grievance a designated Employer supervisor shall meet with the Union 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 Union within three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 3 Within seven (7) calendar days following receipt of a grievance referred from Step 2 a designated Employer supervisor shall meet with the Union Business Manager or his designated representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred to in writing by the Union to Step 4 within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Optional Mediation

1) If the grievance has not been satisfactorily resolved at Step 3, the Union may, within ten (10) calendar days, request mediation. If Management agrees 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) calendar days of the assignment.

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 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.

ARTICLE 10 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE (CONTINUED)

Step 4 The arbitration proceedings shall be conducted by an arbitrator to be selected from a permanent panel of five (5) arbitrators. Arbitrators shall be selected by lot within twenty (20) work days after notice has been given. The permanent panel of arbitrators shall be mutually agreed to by the Employer and the Union no later than sixty (60) days after the signing of this Agreement. In the event the Employer and the Union have not agreed to five (5) arbitrators for the permanent panel, the parties will petition the Director of the Bureau of Mediation Services for a list of seven (7) arbitrators. The parties shall alternately strike names from such list(s), the Employer striking first, until one (1) name remains.

10.5 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 Union 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 applications 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 Union, and the employees.

10.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, 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.

10.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.

10.8 It is understood by the Union and the Employer that a grievance may be determined by either the grievance procedure of this contract or by the provisions of the Civil Service Rules of the City of Saint Paul. If an issue is determined by this grievance procedure it shall not again be submitted for arbitration under the Civil Service Rules. If an issue is determined by the provisions of the Civil Service Rules it shall not again be submitted for arbitration under this grievance procedure.

ARTICLE 11 – SENIORITY

11.1 Seniority, for the purpose of this Agreement, shall be defined as follows:

A. "City Seniority" - The length of continuous, regular and probationary service with the Employer from the date of employment in any and all class titles.

B. "Class Seniority" - 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 class seniority is confined to the current class assignment held by an employee.

ARTICLE 11 – SENIORITY (CONTINUED)

(1) For Employees with dual titles, class seniority will be defined as the class title assignment for the day assigned and will continue to be that class title until the next regular assigned shift. During a declared emergency when the assigned shift is finished, those who hold dual titles, such as Heavy Equipment Operator and *Driver Operator, will revert to the lower title in order of their seniority in that title.

C. If an employee requests reverse seniority for the winter season he/she will be placed at the bottom of the seniority list. An employee's request must be submitted by October 15 of each year. All employees who have opted for reverse seniority will be returned to their original seniority on the call back list when the weather allows the employer to begin normal spring/summer operations, or on April 1 of the following year, whichever comes first.

(1) Parks Workers or Grounds Workers opting for reverse seniority will be placed at the bottom of the combined Parks Worker/Grounds Worker seniority list during the lay off-period.

(2) *Driver-Operators or Public Works Laborers opting for reverse seniority will be placed at the bottom of the Street Services Worker winter call in seniority list after any Street Services Worker has opted for reverse seniority.

11.2 Seniority shall terminate when an employee retires, resigns, or is discharged.

11.3 A. 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 division based on inverse length of "Class Seniority". Recall from layoff shall be inverse order of layoff, except that recall rights shall expire after two years of layoff.

B. In cases where there are promotional series, such as *Unskilled Laborer, Crew Leader, 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 in any department.

C. It is further understood that a laid off employee shall have the right to placement in any lower-paid class title in this bargaining unit, provided said employee has been previously certified and appointed in said lower-paid class title. In such cases, the employee shall first be placed on a reinstatement register and shall have "Class Seniority" based on the date originally certified and appointed to said class. Employees may also apply for positions in a lower class but may, nevertheless, return to original class as provided in paragraph (A) above.

11.4 To the extent possible, vacation periods shall be assigned on the basis of "Class Seniority", within each class, by division. It is, however, understood that vacation assignments shall be subject to the ability of the Employer to maintain operations.

11.5 Promotions shall be handled in accordance with current Civil Service Rules and practices. However, the Water Utility may promote and assign a member of a rotating emergency or night crew holding the secondary title of Water Service Worker-Control Desk to a temporary Water Service Worker-Control Desk vacancy on his assigned crew without reference to his seniority in that title. Regular permanent promotions will continue to be made in order of seniority in title.

ARTICLE 11 – SENIORITY (CONTINUED)

11.6 When a seniority list is being used to call in employees for overtime, once the list is exhausted, the Employer shall order employees, in reverse order of seniority, to report to work.

11.7 Effective January 1, 2011, all employees shall serve a one (1) year probation for new and promoted positions.

ARTICLE 12 – VACATION

12.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime. For purposes of this article, effective January 1, 2006, 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	.0385 (10 days)
5th year thru 9th year	.0616 (16 days)
10th year thru 15th year	.0731 (19 days)
16th year thru 23rd year	.0885 (23 days)
24th year and thereafter	.1000 (26 days)

12.2 The head of the department may permit an employee to carry over one hundred and twenty (120) hours of vacation into the following "vacation year". For the purpose of this article the "vacation year" shall be the fiscal year (IRS payroll reporting year).

12.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I (one), Subsection G.

12.4 If an employee has an accumulation of sick leave credits in excess of one hundred and eighty (180) days, he/she may convert any part of such excess at the rate of two (2) days of sick leave for one (1) day of vacation up to a maximum of five (5) days of vacation.

12.5 The maximum number of days' vacation allowed by the conversion of sick leave credits shall be no more than five days on any one year so that with the maximum vacation time which may be taken in any one year (including carry over allowed from previous vacation year) shall be forty-six (46) days including the regular vacation period.

12.6 The provisions of this Article 12 shall not apply to employees working in the titles of Golf Ranger, Park Aide, or Park Worker I.

12.7 Employees with at least ten (10) years service and a vacation balance over 120 hours may request compensation in cash for such hours up to one (1) 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 12.7 shall not be subject to the provisions of Article 10 of this Agreement.

ARTICLE 12 – VACATION (CONTINUED)

Employees who convert any sick leave hours to vacation are prohibited from requesting vacation payout in Article 12.7 above in the same calendar year.

ARTICLE 13 – HOLIDAYS

13.1 The following twelve (12) days shall be designated as holidays:

New Year's Day, January 1
Martin Luther King Day, third Monday in January
Presidents' Day, third Monday in February
Memorial Day, last Monday in May
Independence Day, July 4
Labor Day, first Monday in September
Veterans' Day, November 11
Thanksgiving Day, fourth Thursday in November
Day after Thanksgiving, fourth Friday in November
Christmas Day, December 25
Two floating holidays (One floating holiday, effective December 31, 2010)

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these four (4) holidays falls on a Saturday, the preceding Friday shall be considered the designated holiday. For those employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

13.2 The floating holidays set forth in Section 13.1 above may be taken at any time during the fiscal year, subject to the approval of the Department Head of any employee. Effective December 31, 2010, one (1) floating holiday shall be eliminated.

13.3 Eligibility Requirements. Eligibility for Holiday Pay shall be determined in accordance with Section I, H, 8, A of the Saint Paul Salary Plan and Rate of Compensation.

13.4 The ten (10) holidays shall be considered non-work days.

13.5 If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be scheduled or "called back" in accordance with Article 8.4 (Call-in-Pay).

13.6 If an employee entitled to a holiday is required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, President's Day, Day After Thanksgiving, or Veterans' Day, he/she shall be recompensed for work done on this day by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such hours worked, in addition to his/her regular holiday pay.

13.7 The provisions of this Article 13 shall not apply to employees working in the titles of Golf Ranger, Park Aide, and Park Worker I.

ARTICLE 14 – JURY DUTY

14.1 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 the employee's own behalf against the Employer, shall be paid his/her regular pay while so engaged. Any fees that the employee may receive from the court for such service shall be paid to the City and be deposited with the City Finance Director. 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.

ARTICLE 15 – SEVERANCE PAY

15.1 The Employer shall provide a severance pay program as set forth in this Article.

15.2 Time with Independent School District No. 625 shall not be used to qualify for the benefits in this Article for employees hired after January 1, 1997.

15.3 Effective January 1, 2009, an employee must meet the following requirements to receive a benefit under this plan. All other severance benefit plans shall be discontinued.

(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, incompetence, or any other disciplinary reason are not eligible for the city severance pay program. For the purpose of this severance program, a death of an employee shall be considered as separation of employment and if the employee would have met all of the requirements set forth at the time of his/her death, payment of the severance pay shall be made to the employee's estate or spouse. 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. 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 March 31, 2001.

(2) The employee must have a minimum of 12 years of service and 600 hours of sick leave credits at the time of his/her separation of service from the City

(3) 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 12 years of service and accrued sick leave credits of:	Severance
600	$ 4,000
700	$ 5,000
800	$ 6,000
900	$ 7,000
1000	$ 8,000
1100	$ 9,000
1200	$ 10,000
1300	$ 11,000
1400	$ 12,000
1500	$ 13,000
1600	$ 14,000
1700	$ 15,000

ARTICLE 15 – SEVERANCE PAY (CONTINUED)

15.4 With the exception of deceased employees referenced in 15.19(1), any employee who is eligible to receive severance from the City under this Article 15, the City will contribute 105% of the full amount of their severance payment to a Post Employment Health Plan (PEHP) in lieu of any cash payment to the employee.

ARTICLE 16 – WAGES

16.1 The basic hourly wage rates as established by Appendix A shall be paid for all hours worked by provisional, regular and probationary employees.

16.2 The basic hourly wage rates in Appendix A reflect the following increases:

Effective January 1, 2011 (closest pay period)	Maintain current wage rates (0% increase)
Effective January 1, 2012 (closest pay period)	Maintain current wage rates (0% increase)

ARTICLE 17 – SAVINGS CLAUSE

17.1 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.

ARTICLE 18 – JURISDICTION

18.1 Disputes concerning work jurisdiction between and among Unions is recognized as an appropriate subject for determination by the various Unions representing employees of the Employer.

18.2 In the event of a dispute concerning the performance or assignment of work, the Unions involved and the Employer shall meet as soon as mutually possible to resolve the dispute. Nothing in the foregoing shall restrict the right of the Employer to accomplish the work as originally assigned pending resolution of the dispute or to restrict the Employer's basic right to assign work.

18.3 Any employee refusing to perform work assigned by the Employer shall be subject to disciplinary action as provided in Article 7 (Disciplinary Procedures).

18.4 There shall be no work stoppage, slow down, or any disruption of work resulting from a work assignment.

18.5 The subcontracting of work done by the employees covered by this Agreement shall in all cases be made only to Employers who qualify in accordance with Ordinance No. 14013.

ARTICLE 19 – SICK LEAVE

19.1 Sick leave shall be earned and granted in accordance with the Civil Service Rules. Effective December 31, 2009 (closest pay period), eligible employees shall earn sick leave at a rate of twelve (12) days per year, or 0.0462 of a working hour for each full hour on the payroll. Sick leave without pay may be granted in accordance with the provisions of Section 20H of the Civil Service Rules for a period up to but not to exceed three years.

ARTICLE 19 – SICK LEAVE (CONTINUED)

19.2 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.

19.3 Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, may be granted one (1) day of sick leave to attend the funeral of the employee's grandparent or grandchild.

19.4 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.

19.5 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 in Article 19.2 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 19.2 above for three (3) 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.

19.6 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 before 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.

19.7 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.

19.8 The provisions of this Article 19 shall not apply to employees working in the titles of Golf Ranger, Park Aide, or Park Worker I.

ARTICLE 20 – PARENTAL LEAVE

20.1 Maternity Leave. Maternity is defined as the physical state of pregnancy of an employee, commencing eight (8) months before the estimated date of childbirth, as determined by a physician, and ending six (6) months after the date of such birth. In the event of an employee's pregnancy, the employee may apply for leave without pay at any time during the period stated above and the Employer may approve such leave at its option, and such leave may be no longer than one (1) year.

ARTICLE 20 – PARENTAL LEAVE (CONTINUED)

20.2 School Conference Leave. An employee shall be granted up to a total of sixteen (16) hours during a school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Employer. An employee shall be allowed to use vacation or compensatory time for this leave; otherwise, this leave shall be without pay.

ARTICLE 21 – LEGAL SERVICES

21.1 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 in the performance and scope of the employee's duties.

ARTICLE 22 – STRIKES, LOCKOUTS, WORK INTERFERENCE

22.1 The Unions and the Employers agree that there shall be no strikes, work stoppages, slow-downs, sit down, stay-in, or other concerted interference with the Employer's business or affairs by any of said Unions and/or the members thereof, and there shall be no bannering during the existence of this Agreement without first using all possible means of peaceful settlement of any controversy which may arise.

ARTICLE 23 – DEFERRED COMPENSATION

23.1 Employees who have completed ten (10) through nineteen (19) years of service with the City of Saint Paul and who meet the eligibility requirements listed below shall be eligible for $800 per year for Deferred Compensation paid by the Employer on a dollar-for-dollar match.

23.2 Employees who have completed twenty (20) years of service with the City of Saint Paul and who meet the eligibility requirements listed below shall be eligible for $1,000.00 per year for Deferred Compensation paid by the Employer on a dollar-for-dollar match.

23.3 Employees who have completed five (5) through nine (9) years of service with the City of Saint Paul, and who meet the eligibility requirements listed below, shall be eligible for $200 per year for Deferred Compensation paid by the Employer on a dollar-for-dollar match.

23.4 Eligibility and Implementation:

A. For initial match, employees must have been employed for a minimum of five (5) years.
B. Employees must have made their complete contributions by December 31 of the previous calendar year.
C. City matches will be made by April 1 of the following year.
D. Employees must be on the payroll as of the date of the Employer's payment.
E. Employees not on the payroll at the time of the Employer's payment, due to seasonal layoff, will still receive the Employer's contribution amount if the employee has contributed double his/her contribution amount.
F. Qualifying years of service for the 5, 10 & 20 year rates must have been attained by January 1of the previous year to which the payment is to be made.

ARTICLE 24 – TERMS OF AGREEMENT

24.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement. Any and all prior agreements, resolutions, practices, policy or rules or regulations regarding the terms and conditions of employment to the extent they are inconsistent with this Agreement are hereby superseded. In those areas where Civil Service Rules are not inconsistent with this Agreement, the Civil Service Rules shall continue to be in effect.

24.2 Except as herein provided this Agreement shall be effective as of the date it is executed by the parties and shall continue in full force and effect thru 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 of 1971.

24.3 This constitutes a tentative agreement between the parties which will be recommended by the City Negotiator but is subject to the approval of the Administration of the City, the City Council and is also subject to ratification by the Unions.

WITNESSES:

CITY OF SAINT PAUL

BY: _____
Jason Schmidt
Labor Relations Manager

DATE: 3/25/2011

TRI-COUNCIL

BY: _____
Business Representative, Local 120

DATE: 3-24-11

BY: _____
Business Manager, Local 132

DATE: 3/21/11

BY: _____
Business Representative, Local 132

DATE: 3/24/2011

BY: _____
Business Representative, Local 49

DATE: 3/22/2011

BY: _____
Business Manager, Local 49

DATE: 3-22-11

APPENDIX A – Wage Schedules, Premiums

The hourly wage rates for provisional, regular and probationary employees working in the classes listed below are as shown:

GROUP A

Effective on the following dates:

Note: The rates listed below reflect the deductions listed in Article 4.4 which have already been taken out as of January 1, 2011.

*This title is abolished except as to present incumbents.
** 20-year step based on employment date.

	01/01/11 (closest pay period)	01/01/12 (closest pay period)
Bridge Crew Leader		
Start	24.85	24.73
**20-year	25.16	25.04
Bridge Maintenance Worker		
Start	22.75	22.63
**20-year	23.05	22.93
Grounds Crew Leader		
Start	23.32	23.20
**20-year	23.63	23.51
Sewer Crew Leader		
Start	24.75	24.63
**20-year	25.06	24.94
Sewer Services Worker		
Start	22.52	22.40
**20-year	22.83	22.71
Stores Laborer (Inactivated)	Inactive	
Start		
**20-year		
Street Maintenance Crew Leader		
Start	24.26	24.14
20-year	24.57	24.45
Street Services Worker		
Start	22.08	21.96
**20-year	22.39	22.27

APPENDIX A – Wage Schedules, Premiums (Continued)

	01/01/11 (closest pay period)	01/01/12 (closest pay period)
Water Utility Worker I		
Start	22.08	21.96
**20-year	22.39	22.27
Water Utility Worker II		
Start	22.82	22.70
**20-year	23.13	23.01
Water System Worker I		
Start	22.52	22.40
**20-year	22.83	22.71
Water System Worker II		
Start	23.92	23.80
**20-year	24.23	24.11
Water Service Worker – Control Desk		
Start	23.97	23.85
**20-year	24.28	24.16
Golf Ranger (Inactivated)	Inactive	
First 500 hours		
Second 500 hours		
Third 500 hours		
Fourth 500 hours		
**20-year		
Utility Aide		
First 1040 hours	11.13	11.13
Second 1040 hours	12.37	12.37
Third 1040 hours	14.21	14.21
Fourth 1040 hours	16.06	16.06
**20-year	16.37	16.37
Parks Worker I		
First 500 hours	8.95	8.95
Second 500 hours	9.75	9.75
Third 500 hours	10.49	10.49
Fourth 500 hours	11.25	11.25
**20-year	11.56	11.56
Parks Worker I – Operations Como Campus		
1 - 499 hours	9.75	9.75
500 – 1499 hours	10.49	10.49
1500+ hours	11.25	11.25
**20-year	11.56	11.56

APPENDIX A – Wage Schedules, Premiums (Continued)

	01/01/11 (closest pay period)	01/01/12 (closest pay period)
Parks Worker II		
First 1040 hours	13.59	13.59
Second 1040 hours	14.21	14.21
Third 1040 hours	15.14	15.14
Fourth 1040 hours	16.06	16.06
**20-year	16.37	16.37
Parks Worker III		
Start	22.08	21.96
**20-year	22.39	22.27
Parks Worker-Golf (Seasonal) **		
First 1040 hours	15.84	15.84
Second 1040 hours	16.41	16.41
Third 1040 hours	16.99	16.99
Fourth 1040 hours	17.57	17.57
**20-year	17.88	17.88
Golf Worker III		
Start	22.08	21.96
**20-year	22.39	22.27
Garden Laborer (Inactivated)	Inactive	
Start		
After 6 months		
**20-year		
Gardener		
Start	20.81	20.69
After 6 months	22.04	21.92
**20-year	22.35	22.23
Lead Gardener		
Start	23.99	23.87
**20-year	24.30	24.18
Lead Landscaper		
Start	23.99	23.87
**20-year	24.30	24.18
*Groundsworker		
Start	20.02	19.90
After 6 months	21.36	21.24
**20-year	21.67	21.55

APPENDIX A – Wage Schedules, Premiums (Continued)

	01/01/11 (closest pay period)	01/01/12 (closest pay period)
Assistant Golf Course Superintendent		
Start	24.26	24.14
**20-year	24.57	24.45
Assistant Gardener		
Start	14.94	14.94
After 6 months	15.55	15.55
**20-year	15.86	15.86
Landscape Worker		
Start	14.94	14.94
After 6 months	15.55	15.55
**20-year	15.86	15.86

GROUP B

No titles remaining in this group.		

GROUP C

*This title is abolished except as to present incumbents.
** 20-year step based on employment date.

	01/01/11 (closest pay period)	01/01/12 (closest pay period)
Asphalt Plant Operator		
Start	26.22	26.10
**20-year	26.53	26.41
Heavy Equipment Operator		
Start	26.22	26.10
**20-year	26.53	26.41
Heavy Equipment Operator/Water Utility		
Start	26.22	26.10
**20-year	26.53	26.41
Heavy Equipment Operator/Sewer Utility		
Start	26.22	26.10
**20-year	26.53	26.41
*Jet Sewer Cleaner Operator		
Start	26.22	26.10
**20-year	26.53	26.41
Revolving Power Equip. Operator		
Start	28.91	28.91
**20-year	29.22	29.22

GROUP D

*This title is abolished except as to present incumbents.
** 20-year step based on employment date.

	01/01/11 (closest pay period)	01/01/12 (closest pay period)
*Driver Operator		
Start	22.40	22.28
**20-year	22.71	22.59
*Driver Operator – Water		
Start	22.40	22.28
**20-year	22.71	22.59

GROUP E

*This title is abolished except as to present incumbents.
** 20-year step based on employment date.

	01/01/11 (closest pay period)	01/01/12 (closest pay period)
Forestry Crew Leader		
Start	26.29	26.17
**20-year	26.60	26.48
Tree Worker		
Start	23.58	23.46
**20-year	23.89	23.77

PREMIUMS

A. Employees required to work eight (8) feet or lower beneath ground shall receive three and one-half percent (3.50%) per hour above the regular base hourly rate for each hour or any part thereof worked in such an assignment. This provision shall not apply to employees working under the titles of Water System Worker I or Water System Worker II.

B. A premium pay of fifty-cents ($.50) per hour shall be paid for all swing stage work, such as work performed from a boatswain's chair or a swing scaffold or hazardous work that requires the use of a safety belt. All standard safety laws shall be complied with. Effective January 1, 2006, a premium pay of two and one-half (2.50%) per hour shall be paid for all swing stage work, such as work performed from a boatswain's chair or a swing scaffold or hazardous work that requires the use of a safety belt. Employees assigned to the Reachall shall also be eligible for this premium. All standard safety laws shall be complied with.

C. Tree Workers assigned to the crew performing tree trimming duties in assisting Northern States Power Company shall receive four percent (4%) per hour above the regular base rate or any part thereof worked in such an assignment.

APPENDIX A – Wage Schedules, Premiums (Continued)

D. Employees assigned the duties of Oiler Operator or Load & Pack shall receive six percent (6%) per hour above the regular base rate for each hour or any part thereof worked in such an assignment.

E. Street Services Workers, Parks Worker or Water Utility Workers I assigned to perform duties of an *Asphalt Raker shall receive three percent (3%) per hour above the regular base rate for each hour or any part thereof worked in such assignment.

F. Street Services Workers, Water Utility Workers I, Parks Workers, or Bridge Workers assigned to perform duties of an *Tacman/Tamper shall receive six percent (6%) per hour above the regular base rate for each hour or any part thereof worked in such assignment. This is in lieu of any clothing allowance and shall be paid only for hours worked performing such duties.

G. Any Parks Worker/*Grounds Worker assigned to operate a 580-D or a rotary grass cutting machine having a cutting width of over fifteen (15) feet shall receive forty-five cents ($.45) per hour above the regular base rate for each hour or any part over one fourth hour actually worked in such an assignment. Effective January 1, 2006, any Parks Worker/*Grounds Worker assigned to operate a 580-D or rotary grass cutting machine having a cutting width of over fifteen (15) feet shall receive two and one-half (2.50%) per hour above the regular base rate. The regular operators of the 580-D equipment from previous seasons will be considered first for these assignments. For new openings, the Division will post the opening and take the senior qualified candidate. However the Division does not waive its rights to assign premium pay positions to less senior employees if it deems it necessary. This premium does not include reel mowers or 7-gang mowers.

H. Parks Workers or Grounds Workers assigned to an abatement crew on a summary abatement deemed to be hazardous by the Health Department Inspector and PED summary abatement supervisor and requiring the use of special protective clothing shall receive sixty cents ($.60) per hour above the regular base rate for each hour or any part thereof worked in this assignment. Effective January 1, 1999 upon completion of training. This premium shall also apply to Campus and Abatement Crew Leader positions.

I. Street Services Workers, Water Utility Worker I's, and Parks Workers assigned to drive tandem trucks, or required to drive lowboy, truck trailer, wing plow, or show mobile, or Water Utility Worker I's at Vadnais assigned to operate the farm tractors shall receive twenty-five cents ($.25) per hour above the base rate for each hour or any part thereof worked in such an assignment. *Driver-Operators and Street Services Workers represented by Local 120 shall not be eligible for this premium as of 1/1/11.

APPENDIX B – Temporary Employee Wage Schedules

Temporary employees shall be paid one hundred percent (100%) of the appropriate wage rates established by the Highway and Heavy Agreement then in effect between the Unions and the Associated General Contractors of Minnesota (AGC). Appropriate AGC fringe benefit contributions shall also be paid to the jointly trusted funds. Effective upon ratification of the contract.

1. The hourly rates for temporary Employees working in the classes listed below are as shown:

	Effective 2011	Effective 2012
Bridge Maintenance Worker	*	**
Water System Worker I	*	**
Water Utility Worker I	*	**
Parks Worker III	*	**
Sewer Services Worker	*	**
Street Services Worker	*	**

The hourly wage rates for temporary employees working in classes listed below shall be the same as the wage rates applicable to provisional, regular and probationary employees working in said classes as shown in Appendix A:

Garden Laborer
Gardener

For temporary Employees working in the classes listed above the following fringe benefit contributions shall be made to the Minnesota Laborers' Fringe Benefit Fund:

	Effective 2011	Effective 2012
Health and Welfare	*	**
Pension	*	**
Vacation***	*	**
Training	*	**
LECET	*	**

* At the time of the signing of this agreement rates were not available.
** At the time of the signing of this agreement rates were not available.
***This contribution is taxable.

2. The hourly rates for temporary Employees working in the classes listed below are as shown:

	Effective 2011	Effective 2012
Heavy Equipment Operator	*	**
Revolving Power Equipment Operator	*	**

APPENDIX B – Temporary Employee Wage Schedules (Continued)

The hourly wage rates for temporary Employees in the classes listed below shall be the same as the wage rates applicable to provisional, regular and probationary Employees working in said classes as shown in Appendix A.

Tree Worker

For temporary Employees working in the classes listed above the following fringe benefits shall be made to Funds designated by IUOE, Local 49:

	Effective 2011	Effective 2012
Health and Welfare	*	**
Pension	*	**
Training	*	**

* At the time of the signing of this agreement rates were not available.
** At the time of the signing of this agreement rates were not available.

3. The hourly wage rates for temporary Employees in the classes listed below shall be the same as the wage rates applicable to provisional, regular and probationary Employees working in said classes as shown in Appendix A.

*Driver-Operator

4. Regular Employees who are laid off and then called back in to work on a temporary basis shall receive the regular rate of pay as shown in Appendix A for such titles worked and shall continue to earn and accrue City benefits for such hours worked.

5. For temporary Employees working in titles listed in this Appendix B whose length of service and earnings require that they be subject to Public Employees Retirement Association contributions, the rate of pay shall be the rate shown in this Appendix B for such title divided by 1.0518.

6. If the union elects to have the fringe benefit contributions listed in this Appendix B increased or decreased, the Employer may adjust the applicable rates accordingly.

7. The Union will notify the Employer as soon as possible when these rates and their effective dates have been negotiated with the AGC. For their application in this agreement, adjustments will be made on the closest effective payroll dates.

APPENDIX C – General Policies Regarding Seniority

The following are general policies regarding seniority for personnel permanently assigned to the Department of Public Works Street Maintenance and Sewer Maintenance Divisions and the Division of Parks and Recreation in the classifications of *Driver-Operator, Laborer, Street Services Worker, Heavy Equipment Operator, Sewer Services Worker, Groundsworker, Parks Worker, Tree Trimmer II, Power Clam Operator and Tree Worker. These general policies will be followed when making job assignments to qualified employees. The productivity needs of the utilizing division may be considered when making job assignments.

A. Department of Public Works

1. Class seniority in the *Driver-Operator and Laborer titles shall take precedence over the Street Services Worker and Sewer Services Worker titles for all work assignments. This includes Heavy Equipment Operators who also hold the title of *Driver-Operator and who are reduced to the title of *Driver-Operator.

2. Class seniority in the titles of *Driver-Operator and Street Services Worker shall be used to make temporary job assignments for Heavy Equipment Operator positions in the Street Maintenance Division.

3. Assignment to primary driving jobs will by made by class seniority. A minimum of 75% of the primary driving jobs will be assigned by class seniority from Driver-Operator or Street Service Worker Classifications.

   The forty (40) employees with the most seniority will be represented by the Teamsters Local 120. These employees will receive a $0.25/hour premium.

   The fifteen (15) employees who hold the HEO classification with the most hours worked will be represented by the Operating Engineers Local 49.

4. Assignment to a shift eligible for shift differential premium pay shall be made based on class seniority. Senior employees in the affected class shall not be required to accept such assignment if there are employees in such class with less class seniority.

5. Regular assignments to the night shift or weekend shift shall be bid seasonally by seniority. Winter season bids shall be made between October 15th and November 15th each year. Summer season bids shall be made after the full spring call back. The hours of each shift shall be defined on the bid sheet. Employees assigned a shift by seniority shall remain on that shift for the duration of the season, unless the shift is discontinued or mutually agreed to by the employee and the Department. The complaint assignments shall be exempt from these provisions and shall be at the discretion of the Employer.

6. Temporary vacancies on a shift shall be made by upgrading the senior eligible employee on the shift, who holds the title for the assignment. Should additional assignments become necessary, they shall be made by classification seniority from a temporary vacancy list. An employee may add or remove his/her name from this vacancy list at any time. If a temporary vacancy cannot be filled from the vacancy list, the position will be filled from the master seniority list.

B. Division of Parks and Recreation

1. Class seniority in the Groundsworker and *Driver-Operator titles shall take precedence over the Parks Worker title in filling Groundsworker and *Driver-Operator positions respectively. In the event of a layoff in the title of Groundsworker or in the title of Parks Worker, for employees who are certified to the title of Groundsworker and who are then certified to the new title of Parks Worker, their seniority in the title of Groundsworker shall prevail.

2. Class seniority in the Tree Trimmer II and Power Clam Operator titles shall take precedence over Tree Worker title for assignment to Tree Trimmer II or Power Clam Operator duties respectively. In the event of a layoff in the title of Tree Trimmer II or in the title of Tree Worker, employees who are certified to the title of Tree Trimmer II and who are then certified to the new title of Tree Worker, their seniority in the title of Tree Trimmer II shall prevail.

3. Assignment to a shift eligible for shift differential premium pay shall be made based on class seniority. Senior employees in the affected class shall not be required to accept such assignment if there are employees in such class with less seniority.

4. Assignment to the NSP Crew will be based on following:

   a. Vacancies in the Forestry NSP Crew will be filled by certified line clearance tree trimmers who have satisfactory or higher performance ratings for at least the preceding year and have no medical restrictions that limit the employee's ability to perform the essential functions of the work required of the NSP crew. A positive drug/alcohol test will disqualify a crew member for a period of one (1) year from date of test.

   b. A list of Tree Workers interested in working on the NSP Crew, who meet the minimum qualifications, will be solicited annually. The senior tree worker(s) on the sign-up list will be assigned to the NSP Crew. If the selected Tree Worker turns down an opening, his/her name will be moved to the bottom of the list for future openings for the annual sign-up period.

   c. NSP Crew members will remain on the crew until they notify the supervisor they want a change, no longer meet the minimum qualifications; or are replaced by a more senior tree worker under the annual sign-up procedure.

5. Assignment to primary driving jobs will by made by class seniority. A minimum of 75% of the primary driving jobs will be assigned by class seniority from Driver-Operator or Parks Worker Classifications.

   The two (2) employees with the most seniority will be represented by the Teamsters Local 120. These employees will receive a $0.25/hour premium.

C. Water Utility

The following procedures will be used to determine the selection of personnel for overtime work assignments. The selection of personnel will vary somewhat due to varying circumstances. This policy shall apply to all bargaining unit titles.

APPENDIX C – General Policies Regarding Seniority (Continued)

JOB ASSIGNMENTS:

1. Job assignments for members of the Tri-Council at the Distribution Division of the Water Utility will be made using the following criteria:

   a. Short term (less than the full winter or summer cycle) assignments will be made at managements' discretion.

   b. Full term (the entire normal winter or summer cycle) assignments will be made on the basis in a given title when openings occur on a particular crew. If there will be an opening for a full cycle on a crew, management will ask those employees working the same title as that opening if they are interested in the position. This will be recorded, and the most senior employee working in that title interested in the job will be given the position, provided the employee is qualified. Should management have valid reasons not to appoint this candidate to the position, those reasons shall be given to the candidate in writing. If no one is interested in a position, the assignment will be made to the least senior Employee regularly working that title.

   c. Definitions for this section:
      1. Seniority used shall be Class Seniority per 11.1B.
      2. "Normal" working cycles for the Utility are late November to late March (winter) and late March to late November (summer).
      3. An "Opening" is defined as a vacancy on a crew expected to last at least one entire cycle.

   d. If a short term assignment is made and the time arrives to make assignments for the next cycle, management will review the assignment to determine whether it will be considered an "opening" or not. If it is considered an opening, Section B shall be followed.

2. Assignment to primary driving jobs will by made by class seniority. A minimum of 75% of the primary driving jobs will be assigned by class seniority from Driver-Operator – Water Utility or Water Utility Worker I classifications.

   The six (6) employees with the most seniority will be represented by the Teamsters Local 120. These employees will receive a $0.25/hour premium.

APPENDIX D – General Policies Regarding Overtime

The following are general policies regarding the assignment of overtime.

A. Department of Public Works

1. Sewer Maintenance Division

It is the policy of the Sewer Maintenance Division to assign overtime in a way which is both fair to all employees and efficient for the administration of this division. In order to implement this policy the following guidelines will be used by the supervisor in charge of setting up crews to work overtime.

a. An **OVERTIME AND CALL OUT SCHEDULE** will be maintained. Names will be listed in order of seniority. This list will be updated periodically. When people are called from this list, they will be called by title in order of seniority with the following exceptions:

1. A person who is on **sick leave** will not be called unless no one else is available.

2. A person who is on **vacation** will not be called unless all people on the list who worked that day are unavailable for overtime. In the case of overtime during the weekend, those people who worked on Friday will be called first.

3. People paid under a certain title during the workday will be called out for overtime under that title. If enough laborers or service workers cannot be found or if a jet operator is needed, then people who worked a different title that day may be called.

4. If a supervisor gets a call during the workday on a job that may go into overtime, he/she will assign the crew that is most available at that time to do the job.

5. If a crew is on the job and that job has to go into overtime, that crew will work the overtime. If this happens on a Friday and it will be necessary to work during the weekend, that same crew will be called first. The only exception will be for steaming during the weekend, in which case crews will be set up by seniority.

6. All persons on light duty will be moved to the bottom of the Overtime and Call Out Schedule.

b. It will be up to the supervisor who checks out the complaint to determine what equipment is needed and to call out a crew to complete the job.

c. Nothing in this policy will prevent a supervisor from deviating from this policy when, in his/her judgment, an emergency exists or it is in the best interest of the division to do so.

APPENDIX D – General Policies Regarding Overtime (Continued)

2. Street Maintenance Division

a. Week-end and Holiday overtime will be assigned by seniority, from a posted sign-up list. This procedure will be used only when all Heavy Equipment Operators, *Driver-Operators and Street Service Workers have been assigned to work 40 hours. The assigned crew that starts a job shall continue on the job, when overtime is required to finish the job. If the job requires the week-end to finish, the original assigned crew will be assigned to finish the job.

b. *Driver-Operators, Heavy Equipment Operators or Street Service Workers temporarily assigned for more than one week to other divisions (including for this purpose, the asphalt plant) or to other departments, shall be moved to the bottom of the Street Maintenance Division seniority list for purposes of overtime for the duration of the assignment.

c. The Dispatcher will take up to two (2) phone numbers for each employee to be put on the seniority list. When work is available the Dispatcher will start calling from the top of the seniority list. The calls will be made with no waiting between calls and first to answer will get the work. When a message is left, available work will go to the first to respond.

d. If an employee is off a day for vacation, floating holiday, or comp time, he/she will be eligible to be called for overtime work that starts after the conclusion of the regular work day. If an employee is off a day for sick leave, he/she will not be called for overtime work until the following day. If an employee is off sick on the last day of the regular work week, he/she may be called for overtime work, on his/her two regular days off, if he/she has called in to return to work. If that employee, is then off sick on the first day of his/her work week he/she will need a doctor's certificate to be paid for that day.

B. Division of Parks and Recreation

1. Parks Maintenance Section

Overtime assignment within the Parks Department will be made within crews by classification seniority to employees qualified to do the work. Disputes arising from these assignments may be appealed up to and including Step 3 of the grievance procedure of this Agreement.

a. When overtime is required and a crew does not have enough employees to cover the event, the supervisor will fill the crew first using crew seniority involving employees under his/her budget authority and then will have the option to choose the crew he/she deems most appropriate.

b. For the purpose of this section an employee assigned to a building or facility alone will be deemed a crew of one.

2. Forestry Section

A sign up list will be circulated prior to each weekend during the storm season. Employees that will be available for emergency call out work during that weekend will so indicate on the sign up sheet.

Attempts will be made to call out employees in the order of their seniority, however, conditions may prevail that prevent this in order to provide for a response to an emergency situation. If a crew is on storm damage clean up during normal working hours, that crew may continue after the eight hour work day has ceased until the Supervisor dismisses the crew.

APPENDIX D – General Policies Regarding Overtime (Continued)

C. Water Utility

The following procedures will be used to determine the selection of personnel for overtime work assignments. The selection of personnel will vary somewhat due to varying circumstances. This policy shall apply to all bargaining unit titles.

DEFINITIONS:

Standard Overtime List: Weekly on-call overtime list
Stand-by Overtime List: List used if the Employer can not get anyone from the standard list to report.

OVERTIME LIST ELIGIBILITY:

1. There shall be a standard overtime list and a stand-by overtime list with the night shift and day shifts having separate standard overtime lists.

2. A person holding more than one title shall use his/her normal working title for the standard overtime list and any other titles on the stand-by overtime lists.

3. A person not volunteering for the standard overtime list with his/her normal working title, may be on the stand-by list.

4. If a person is off a day for vacation, floating holiday or compensatory time, he/she will, be eligible to be called for overtime work that starts after the conclusion of their regular work day. If an employee is off a day for sick leave, he/she will not be called for overtime work until the following day. If an employee is off sick on the last day of the regular work week, he/she may be called for overtime work on his/her two regular days off if he/she has called in to return to work. If that employee, is then off sick on the first day of his/her work week, he/she will need a doctor's certificate to be paid for that day.

5. Personnel assigned to the night shift will not be on the standard overtime list for days but may be on the stand-by overtime list.

6. An overtime assignment call-out sheet shall be used for both day and shift overtime call outs to verify proper use of the procedures. Anyone intentionally misusing the overtime policy shall be subject to discipline.

OVERTIME LIST SELECTION PROCEDURES -- DAY CREWS

A person does not have to be on the voluntary standard overtime list however, if a person is on the list they will be required to work when called.

Calling out for overtime shall be done in a cautious and courteous manner. When calling on the phone, the caller should identify themselves and state the reason why the call is being made. Overtime is important to all and should be treated as such. The foreman should be called first as he has to obtain utilities. If there is any question as to the need to work on, overtime the circumstances should be discussed with the foreman before the decision is made to call a crew. An additional 30 minutes to call the rest of the crew should be no problem. Only the Foreman, or Control Desk Worker may actually do the calling -- it should not be delegated any further. The form shall be completely and accurately filled in and signed by the caller. Two attempts to a maximum of two (2) numbers, shall be made to call each person to assure that wrong numbers, busy signals and no answers are double-checked. It is suggested that others be called while giving 10 minutes between first and second attempts.

APPENDIX D – General Policies Regarding Overtime (Continued)

A quick response is expected to the overtime offer, so that a crew can be constructed and work will not be delayed. During the normal work day, it is understood that in some cases, up to an hour may be necessary to contact, family, etc., before the decision to work can be made. However, after 1:00 p.m., it is necessary to get an answer within 15 minutes so as not to delay the job as people are leaving for the day. The foreman will, to the extent feasible, allow employees the opportunity to make a quick phone call if necessary.

1. The standard overtime list will be used for calling out people for overtime. If the person who is up that week cannot work, the other people shall be called by rotating through the standard overtime list and if no one is available then the stand-by overtime list will be used, except if calling for a WUW II or WUW I - then the night overtime list will be used, then the day stand-by list. Temps will be used as a last resort.

2. Rules for Standby Overtime:

   Water System Worker II: After exhausting the WSW II overtime list, proceed in the following sequence:

   a. Go to the WSW I Standard Overtime List.
   b. Go to the Rotating WSW II/WSW I Standby Overtime List.

   Water System Worker I: After exhausting the WSW I overtime list, proceed in the following sequence:

   a. Go to the WSW II Standard Overtime List.
   b. Go to the Rotating WSW II/WSW I Standby Overtime.

3. Personnel will be selected from the overtime list for emergency jobs that come in after normal working hours (main breaks, etc.) or for planned overtime jobs where no crew has previously worked on the project during normal working hours.

4. If a crew cannot complete a job in normal working hours and the decision is made to continue the job into overtime, all crew members are expected to work the overtime. If prior commitments prohibit crew members from working the overtime, they may be replaced; according to #1 above however, they are to stay on the job until their replacement arrives so as not to delay job completion. If the job will go beyond 2 hours of overtime, any HEO's not on the standard overtime list shall be replaced at 4:00 p.m. If the job, including the street repair crew, will go beyond 4:00 p.m., the Truck Driver (if it is not his week) shall be replaced. Those not holding the proper supervisor title shall be replaced. If possible, the Dispatcher shall switch drivers on jobs between 2:00 p.m. and 4:00 p.m. to allow the driver who is up to be on the overtime job. If this is not possible, the replacement driver shall begin at 4:00 p.m. with a different truck. The daytime driver shall be released when the truck is empty (i.e. if the truck is being filled the driver shall be released after emptying at the landfill and if hauling fill to the job the driver shall be released when the fill has been dumped.) If more than one truck is needed for overtime, the overtime list shall be followed as per the above procedures. Other replacement workers will be permitted only in emergencies.

   If there are multiple overtime jobs on a normal working day, the truck driver who is on his/her scheduled overtime week shall be switched to the job anticipated to last the longest. This shall be done when the job he/she is presently working has been completed, or at some practical point.

APPENDIX D – General Policies Regarding Overtime (Continued)

5. If a crew is working on a project and the decision is made that work will have to be scheduled during overtime hours (due to shutoff complications, etc.) the crew that is on the job at that time will also work the overtime, except for the Truck Drivers, HEO's not on the standard overtime list, and any employee working out-of-title. They will be called off the standard overtime list. If any other members of the crew cannot work the overtime, the vacancy will be filled from the overtime list.

6. If a job comes in after 2:00 p.m. and will result in overtime, it shall be at the discretion of the Superintendent or Assistant Superintendent if #3 or #4 will apply.

7. Anyone working overtime through the night will not be allowed to work overtime the following night.

8. Temporary workers may not work more than one hour of unscheduled overtime unless no one else is available after following the overtime selection procedures defined in section 1 and 2. If a temporary worker is on a job and needs to be replaced because the job is going to last more than an hour, replacement workers will be called out according to sections 1 and 2.

OVERTIME LIST SELECTION PROCEDURES - NIGHT CREWS

Night crews shall schedule vacation so only one employee is off at a time. If a person is missing on the evening shift and a large amount of work is carried forward from the day shift into the evening, a day shift UW II may be kept to help clear up the backlog or a replacement called in at management's option (generally, this will depend on whether or not there are more than 2 hours of work).

If the decision is made to call in a replacement or supplemental crewmember, the overtime callout procedure shall be as follows:

In general, replacement personnel shall be called from the standard list covering the title that is absent, i.e. the title the absent crew member would normally work, or, in the case of supplemental help, the title that is needed.

1. If the CDW is absent and a replacement is needed, a CDW is called.
2. If the WUW II is absent and a replacement is needed, a WUW II is called.

During the period from November 15th to March 15th, it may be necessary to replace both employees (all three if all are off) depending on workload on the late and weekend shifts. It is management's intention to maintain a three person crew during this period. This three person crew includes the evening shift Monday through Friday UW I, and late shift UW I if so used.

If no one can be found to come in from the standard night overtime list, a replacement shall be sought from the day standard overtime list, before going to the night standby list.

The night crew overtime list shall rotate as used.

DISTRIBUTION DIVISION OVERTIME POLICY:

The following procedures will be used to determine the selection of personnel for overtime work assignments. The selection of personnel will vary somewhat due to circumstances. This policy shall apply to all titles. New lists will be established in, March, July, and November of each year in order by seniority and rotated by four months.

APPENDIX D – General Policies Regarding Overtime (Continued)

OVERTIME POLICY FOR THE THAWING RIGS:

In the event it is necessary to work overtime to thaw frozen services, the following policy will apply:

1) Generally, the crew will include one Heavy Equipment Operator (HEO), and one Utility Worker II (UW II), and may include one Utility Worker I (UW I).
2) If it is necessary to continue working the rig after working a regular work day, the crew will be called off the thawing overtime list.
3) For the case of starting a crew during overtime hours, the entire crew will be called off the list.
4) For either case, the usual rules about maximum number of hours worked consecutively will apply.
5) The "list" will consist of all those day employees holding the above titles who are interested in working. This list will be developed each November and will be listed in order of seniority in that title. The list will "rotate", i.e., an employee's name will be moved to the bottom of the list after working or being given an opportunity to work. If no UW II from days is able to work, a UW II will be called off the night list.

OVERTIME POLICY FOR WATER DEPARTMENT SNOWPLOWING:

A list of those Heavy Equipment Operators interested in plowing snow on overtime will be developed in order of seniority by November of each year. The list will rotate, each Heavy Equipment Operator will be moved to the bottom of the list after working or being given an opportunity to work.

VADNAIS STATION/HIGHLAND OVERTIME POLICY:

Water Utility Worker I/Groundsworker

The following procedures shall be used to determine the selection of personnel for overtime work assignments.

(1) All overtime will be approved by the Watershed Supervisor II.
(2) The Watershed Supervisor II will call personnel for overtime.
(3) Personnel will be called in for overtime based on seniority defined as combined continuous experience as a Water Utility Worker I or Grounds worker at Vadnais/Highland. There are exceptions/clarifications to this rule as outlined below:

   a. Many of the duties of the Water Utility Worker I's and Groundsworkers are similar. The Grounds worker will not be called in when the overtime task involves duties exclusive to the Water Utility Worker I title such as reservoir cleaning, conduit work and sludge field pipe work.

   b. Monday through Thursday: If an employee takes time off on a Friday or the day before a holiday and they make it known to the Watershed Supervisor II that they are available for overtime, they will be eligible for overtime.

   c. Friday or the day before a holiday: If an employee takes time off on a Friday or the day before a holiday and they make it known to the Watershed Supervisor II that they are available for overtime, they will be eligible for overtime.

   d. When a crew is on a job that goes into overtime, that crew will continue the job until it is suspended for the day.

NOTE: Management reserves the right to operate differently from the above Water Utility policies when it is deemed necessary. Every effort will be made to follow the above policies.