MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

THE SAINT PAUL SUPERVISORS ORGANIZATION

The City of Saint Paul (hereinafter "City") and the Saint Paul Supervisors Organization (hereinafter "Union") enter into this Memorandum of Agreement (hereinafter "MOA"). The City gave notice on January 27, 2011 during negotiations that the City was ending the practice of providing health insurance for employees working less than full-time. The purpose of this MOA is to memorialize the agreement between the parties during negotiations to continue the salary compensation and benefits as status quo for two specific long-term part-time employees represented by the Union.

The City and Union hereby agree that the following apply solely and exclusively to the specified long-term part-time employees certified to part-time positions, Dr. Neil Holtan and Diane Van Beck (the "Employees"):

- 1) Dr. Neal Holtan is certified as a part-time (.50 FTE) Director of Medical Services with a bi-weekly salary of .50 (50%) of the amount specified for the classification in Appendix A to the Labor Agreement.
- 2) Diane Van Beck is certified as a part-time (.6 FTE) Medical Technologist Supervisor with a bi-weekly salary of .6 (60%) of the amount specified for the classification in Appendix A to the Labor Agreement.
- 3) The Employee's bi-weekly salary shall be reflective of their certified level of employment.
- 4) The Employees shall continue to be eligible to participate in and entitled to receive 100% of the employer contribution towards the Active Employee insurance coverages specified in Article 13.2 and 13.3 of the Labor Agreement.
- 5) Sick leave and Vacation will continue to be calculated based upon a pro rata basis in accordance with the accrual rates established in the Labor Agreement.
- 6) This MOA applies only to Dr. Neal Holtan and Diane Van Beck and has no effect on any other employee represented by the Union.
- 7) This MOA shall remain in effect as long as the Employees remain in their respective certified part-time position and the position continues to be part-time.
- 8) This MOA has no effect on Management's Rights including but not limited to determining if positions, including the positions covered by this MOA, are full-time or part-time and work assignments. This MOA has no effect on the Union's statutory rights, including the right to bargain over the terms and conditions of employment, for employees appointed to part-time assignments in positions covered by the Labor Agreement between the Employer and the Union.
- 9) The Labor Agreement applies to the Employees in all other respects.
- 10) This MOA shall establish no precedent and does not constitute a waiver by either the Union or the Employer as to any claim or position regarding the salary and benefits of part-time employment for any other employee or classification represented by the Union.

FOR THE CLTY:

Jason Schmidt

Labor Relations Manager

'Date'

FOR THE UNION:

Glen Kadrlik, President

Date

SPSO