Summary Agreement Sheet City of St. Paul and St. Paul Police Federation

Below is a summary of the tentative agreements reached between the parties:

1. Date of TA: April 13, 2016

2. **Duration**: 2 years (2016-2017)

3. Section 18.3 – CTO compensation: Increase to \$1.75 per hour.

- 4. **Health Insurance**: Agree to implement terms of August, 2015 MOA on health insurance rates.
- 5. Severance Pay: Agree to make \$30,000 payment in one payment instead of three separate payments in the year following retirement.
- 6. Wages: Effective 1/1/2016 (closest pay period): 2.5%

Effective 7/1/2017 (closest pay period): 3.0% Effective 12/1/2017 (closest pay period): 0.5%

- 7. Grievance Procedure: Addition of election of remedy language.
- 6.1 DEFINITION OF GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the AGREEMENT.

It is specifically understood that any matters governed by Civil Service Rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. Disciplinary actions may be appealed to either the Civil Service Commission or to an arbitrator. However, reprimands may not be appealed to the Civil Service Commission. In the case of disciplinary action, employees pursuing an appeal to the Civil Service Commission have five (5) working days from the date of notice to file a written request for a hearing. If disciplinary action is grieved under the terms of this eontract, the union's Step 2 written grievance must state whether the grievance, if still unresolved after Step 3, will be appealed to the Civil Service Commission or to an arbitrator.

Nothing in this Article precludes employees from pursuing whatever recourse they may have under the terms of the Veterans Preference Act. <u>Pursuant to Minn. Stat. §197.46, a veteran separated from employment has sixty (60) calendar days to request a hearing over the reasonableness of the EMPLOYER'S action.</u>

An employee instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, the Saint Paul Civil Service Commission,

federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

6.2 FEDERATION REPRESENTATIVES

The EMPLOYER will recognize REPRESENTATIVES designated by the FEDERATION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The FEDERATION shall notify the EMPLOYER in writing of the names of such FEDERATION REPRESENTATIVES and of their successors when so designated.

6.3 PROCESSING OF GRIEVANCE

It is recognized and accepted by the FEDERATION and the EMPLOYER 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 normal working hours only when consistent with such EMPLOYEE duties and responsibilities.

The aggrieved EMPLOYEE and the FEDERATION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided the EMPLOYEE and the FEDERATION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

8. All other TAs are of a housekeeping nature.