## **JANUARY 1, 2016 – DECEMBER 31, 2017**

## **COLLECTIVE BARGAINING AGREEMENT**

## **BETWEEN**

## THE CITY OF SAINT PAUL

## **AND**

PROFESSIONAL EMPLOYEES ASSOCIATION

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#### PREAMBLE

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

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

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

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

#### ARTICLE 1 - RECOGNITION

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

## ARTICLE 2 – MAINTENANCE OF STANDARDS

- 2.1 The parties agree that all conditions of employment relating to wages, hours of work, vacations, and all other general working conditions, except as modified by this Agreement, shall be maintained at not less than the highest minimum standard as set forth in the Civil Service Rules of the City of Saint Paul (Resolution No. 3250) and the Saint Paul Salary Plan and Rates of Compensation at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.
- 2.2 Notwithstanding Article 2.1 above, Civil Service Rule 8.A.3 and Civil Service Rule 14 relating to promotions shall not apply to applicants and employees who transfer from Independent School District No. 625, effective January 1, 2010, and effective January 1, 2015, shall not apply to classifications represented by this bargaining unit.

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

The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, religion, sex, age, sexual orientation, disability, national origin, or because of membership or non-membership in the Association.

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

- Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.
- 3.3 Employees covered by this contract will be covered by the City policy regarding nondiscrimination and sexual harassment, as well as applicable local, state, and federal laws.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

- The Association recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.
- 4.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, organizational structure and selection and direction and number of personnel.

## ARTICLE 5 - CHECK OFF AND SERVICE FEE

- The Employer agrees to deduct the Association membership initiation fee assessments and, once each month, dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.
- Any present or future employee who is not an Association member shall be required to contribute a fair share fee for services rendered by the Association. Upon notification by the Association, the Employer shall deduct said fee from the earnings of the employee and transmit the same to the Association. In no event shall the fair share fee exceed 85% of the regular membership dues. It is also understood that in the event the Employer shall make an improper fair share deduction from the earnings of an employee, the Association shall be obligated to make the Employer whole to the extent that the Employer shall be required to reimburse such employee for any amount improperly withheld. This provision shall remain operative only so long as specifically provided by Minnesota law and as otherwise legal.
- The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

#### ARTICLE 6 – HOURS OF WORK AND OVERTIME

- The normal hours of work for the employees shall be a minimum of seven and three-fourths (7 ¾) hours in any twenty-four (24) hour period and thirty-eight and three-fourths (38 ¾) hours in a seven (7) day period excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid. For employees on a shift basis this shall be construed to mean a minimum average of thirty-eight and three-fourths (38 ¾) hours a week.
- An employee working in a class title which is in Salary Grade 11 or below shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA). The method of this compensation shall be determined solely by the Employer. It is understood that the FLSA provides overtime compensation only after forty (40) hours worked (not paid). Hours worked includes all approved paid rest/lunch breaks during the normal day on-duty.

An employee working in a class title which is in Grade 12 or above and who, in other than normal circumstances, works more than their assigned normal work day or assigned normal work period shall receive compensatory time or pay on a straight time basis for the extra hours worked. The method of compensation shall be determined solely by the Employer. Employees in Grade 12 or above may agree to work the following work days/periods:

- 6.2 (1) 7 3/4-hour work day;
- 6.2 (2) 38 <sup>3</sup>/<sub>4</sub>-hour work week;
- 6.2 (3) 77 ½-hour bi-weekly pay period.

Compensated, non-work hours such as approved sick leave, vacation or compensatory time shall not be considered in the determination of hours worked beyond an employee's specified work period; however, paid holiday time will be counted in the determination. If the number of hours worked is less than the totals in the employee's specified work period, non-working compensable time may be used to the extent they get the employee to the total number of hours in their category.

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

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

- 6.5 For employees who wish to share a position, the employer will attempt to provide options for implementing a sharing arrangement. Such an arrangement must be mutually agreed upon by the Employer and the employees involved. Vacation, holiday, and sick leave benefits for employees who share a position shall be pro-rated based upon the percent of hours worked. Health insurance benefits shall be administered in accordance with the provisions of Article 12 of this Agreement. In the event that one of the employees participating in the shared position is terminated or terminates employment, the Employer shall post the job sharing vacancy for a period of ten (10) days. If, at the end of ten (10) days, such vacancy cannot be filled, the Employer shall have the option of increasing the remaining employee's work hours.
- 6.6 Article 6.5 shall not be subject to the provisions of Article 19 of this Agreement.
- 6.7 The Employer may provide flex-time for those employees who request it. Employees working more than their assigned hours shall receive compensation in accordance with Article 6.2.
- 6.8 The Association shall receive up to eight (8) hours straight time pay per day for time spent in contract negotiation with the Employer. The president of the Association or his/her designee shall determine the employees and hours to be paid according to the terms of this Article.
- 6.9 **Library Employee Night/Sunday Differential.** Effective January 1, 2006, any Library employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., provided at least four hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., shall be paid a night differential of four percent (4.0%) for the entire shift.
  - Any Library employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., but less than four hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a night differential of four percent (4.0%) for the hours worked between 6:00 p.m. and 6:00 a.m.
  - Any Library employee who works on Sunday shall be paid a differential of four percent (4.0%) for all hours worked.
- 6.10 **Night Differential.** To any employee who works on a shift, beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., provided that at least five hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., there shall be paid a night differential for the entire shift.
  - To any employee who works on a shift, beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., but less than five hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., there shall be paid a night differential for the hours worked between the hours of 6:00 p.m. and 6:00 a.m.

The night differential shall be five percent (5%) of the base rate and shall be paid only for those night shift hours actually worked.

#### **ARTICLE 7 – WAGES**

- 7.1 Effective **December 26, 2015**, all salary rates applicable to titles in this bargaining unit shall be increased by two and a half percent (2.5%).
  - Effective **January 7, 2017**, all salary rates applicable to titles in this bargaining unit shall be increased by two and seventeen-twentieths of a percent (2.85%).
- 7.2 The wage schedule, for purposes of this contract, shall be Appendix A, attached hereto. Both parties agree that the inclusion of the classifications and salary ranges in Appendix A does not preclude the Employer from the following:
  - 1. Reorganizing
  - 2. Abolishing
  - 3. Establishing new classifications
  - 4. Regrading classifications
  - 5. Reclassifying positions
- 7.3 Retroactive wage adjustments shall only apply to employees who were employed by the City as of the date of signing this Agreement.
- 7.4 The language of this Article and Appendix A shall supersede any conflicting language found in the Civil Service Rules and/or Salary Plan and Rates of Compensation.

#### **ARTICLE 8 – VACATION**

8.1 The following schedule will apply to all employees.

Vacation Granted Per
17 days
20 days
24 days
27 days
28 days

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

- 8.2 Employees shall have until at least December 31 to use any accrued vacation hours. The Department Director may permit an employee to carry over into the following calendar year up to fifteen (15) days' vacation.
- 8.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subdivision G.

## **ARTICLE 8 – VACATION (Continued)**

- If an employee has an accumulation of sick leave credits in excess of one hundred eighty (180) days, he/she may convert any part of such excess to vacation at the rate of one-half day of vacation for each day of sick leave credit. No employee may convert more than ten (10) days of sick leave in each calendar year under this provision.
- Employees may request compensation in cash for up to one week of unused vacation within each calendar year. Payment will be at the discretion of the Department Director and additionally, limited by the availability of funds in the Department's Budget. If the employee elects to sell vacation, the payment for such sold vacation shall be made in a lump sum in the nearest full payroll period following the election date. The payment shall be in an amount equal to the number of hours sold times the employee's regular rate of pay in effect as of the date of such election. Article 8.5 shall not be subject to the provisions of Article 19 of this Agreement.
- "Years of Service" may include, at discretion of the Department Director, an amount of time worked by an employee at any previous employer in a comparable, relevant professional position.
- 8.7 Application of additional years of service credit is not subject to Article 19 of this Agreement.

#### **ARTICLE 9 – HOLIDAYS**

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

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

Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving\*
Christmas Day

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

- 9.2 Eligibility Requirements. In order to be eligible for a holiday with pay, an employee must be employed as of the date of the holiday and have paid hours on the payroll for that pay period. The amount of holiday time earned shall be based upon the number of non-holiday hours paid to the employee during that pay period (see proration charts in Salary Plan and Rates of Compensation). For the purpose of this section only, non-holiday hours paid includes hours actually worked, vacation time, compensatory time, paid leave, and sick leave. It is further understood that neither temporary nor other employees, not heretofore eligible, shall receive holiday pay.
- 9.3 Employees required to work on a holiday shall be compensated in accordance with Section I, Subdivision H of the Saint Paul Salary Plan and Rates of Compensation.

## **ARTICLE 9 – HOLIDAYS (Continued)**

9.4 \* For all employees assigned to the Library, the Day after Thanksgiving shall be considered a normal work day, and Christmas Eve Day shall be recognized and observed as a paid minor holiday.

#### ARTICLE 10 – SICK LEAVE

- 10.1 Sick leave shall be earned and granted in accordance with the Civil Service Rules. The accrual rate for eligible employees shall be 0.0539 of a working hour for each full hour on the payroll (14 days per year), excluding overtime. Effective **January 1, 2017**, the accrual rate for eligible employees shall be 0.0460 of a working hour for each full hour on the payroll (12 days per year), excluding overtime.
- In the case of a serious illness or disability of an employee's child, parent, household member or individual covered under state statute, the Department Head shall grant leave with pay in order for the employee to care for or make arrangements for the care of such sick or disabled persons. Such paid leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to one hundred sixty (160) hours in any 12-month period measured by rolling backwards from the date leave is taken.
- Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, shall be granted up to three (3) days of sick leave to attend the funeral of the employee's grandparent or grandchild. Any employee who has accumulated sick leave credits as provided above shall be granted leave with pay for such time as the appointing authority deems necessary for any of the following reasons:
  - 1. Sickness or injury of the employee.
  - 2. Death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or other person who is a member of the household.

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

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

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

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.

## ARTICLE 10 – SICK LEAVE (Continued)

- The Department Head or the Human Resources Director may require a physician's certificate or additional certificates at any time during an employee's use of sick leave for the purposes stated in 10.2 above. All such certificates shall be forwarded by the appointing officer to the Human Resources Office. If an employee is absent because of the provisions of Article 10.2 above for three (3) or fewer calendar days he/she shall submit to the Department Head a certificate signed by the employee stating the nature of the child, parent, or household member's sickness. If the sickness continues for more than three (3) calendar days, no further sick leave shall be granted unless or until a physician is consulted. The sick leave may be continued from and include the day of consultation, but only if a certificate signed by the physician certifying to the nature and period of the person's sickness is submitted and approved by the Department Head and forwarded to the Human Resources Office.
- 10.6 No sick leave shall be granted for the above reasons unless the employee reports to his/her Department Head the necessity for the absence not later than one-half hour after his/her regularly scheduled time to report for work, unless he/she can show to the satisfaction of the Department Head that the failure to report was excusable.
- 10.7 An employee shall be paid under the provisions of Article 10 only for the number of days or hours for which he/she would normally have been paid if he/she had not been on sick leave.

## ARTICLE 11 - LEAVE OF ABSENCE

- 11.1 A twelve (12) month parental leave of absence without pay shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. Such leave may be extended an additional twelve (12) months by mutual agreement between the employee and the Employer. Refusal on the part of the Employer to grant an extension of such leave shall not be subject to the provisions of Article 19 of this Agreement.
  - Employees who return following such leaves of absence shall be placed in a position of equivalent salary and tenure as the one held just prior to the beginning of their leave.
- 11.2 Leave of absence for the adoption of a child or for paternity leave shall be in accordance with applicable laws.
- In case of an employee adoption of a child up to five (5) years of age, employees shall be permitted to carry over into the following fiscal year up to eighty (80) additional hours of accrued vacation time each year up to a total of two hundred forty (240) hours.
  - This Article 11.3 shall apply only to one City employee in the event that both adoptive parents are City employees.

## ARTICLE 11 – LEAVE OF ABSENCE (Continued)

11.4 A full-time employee may be granted up to four hundred eighty (480) hours of voluntary leave of absence without pay during the fiscal year. During such leave of absence, the employee shall continue to earn and accrue vacation and sick leave, seniority credits and maintain insurance eligibility as though he/she was on the payroll. Any leave of absence granted under this provision is subject to the approval of the Department Head.

#### **ARTICLE 12 – INSURANCE**

- 12.1 The insurance plans, premiums for coverages, and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. The Employer will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered plans agree to accept any changes in benefits which a specific provider implements. The Employer's Cafeteria Plan Document and IRS rules and regulations shall govern the Employer provided health and welfare benefit program. Employer contributions under this Article shall not be considered salary.
- For the purpose of this Article, **full-time employment** is defined as appearing on the payroll an average of at least thirty-two (32) hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments or the six (6) month period preceding initial enrollment.

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

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

12.3 Effective **January 2016**, for each eligible employee covered by this Agreement who is employed full time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

**Open Access Choice Deductible Plan:** 2015 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2016, after plan design changes; employees shall be responsible for the 2015 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2016, after plan design changes.

Based on a 4.3% premium increase and VEBA offset for single premiums, this results in the following employer contributions:

Single: \$577.05, plus \$80 per month to be deposited in a VEBA account (plus an

additional \$75 per month in a VEBA for completion of 2015 Wellness

Program).

Family: \$1,351.86, plus \$45 per month to be deposited in a VEBA account (plus an

additional \$75 per month in a VEBA for completion of 2015 Wellness

Program).

#### **Distinctions:**

**Single:** \$398.88 **Family:** \$748.22

Effective January 2017, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

Open Access Choice Deductible Plan: 2016 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2017, after plan design changes, if any; employees shall be responsible for the 2016 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2017, after plan design changes, if any.

Based on a 6% premium increase and VEBA offset for single premiums, this results in the following employer contributions:

Single: \$611.67, plus \$75 per month to be deposited in a VEBA account (plus an

additional \$75 per month in a VEBA for completion of 2016 Wellness

Program).

Family: \$1,426.52, plus \$45 per month to be deposited in a VEBA account (plus an

additional \$75 per month in a VEBA for completion of 2016 Wellness

Program).

#### **Distinctions:**

**Single:** \$398.88 **Family:** \$748.22

- For three-quarter time employees the contribution shall be seventy-five percent (75%) of the full-time single and family amount and for half-time employees the contribution shall be fifty percent (50%) of the full-time single and family amount for health insurance coverage.
- 12.5 Notwithstanding Articles 12.3 and 12.4, an employee covered by this Agreement who was employed at least twenty (20) hours but less than thirty-two (32) hours per week during the month of December, 1988, shall receive the same contributions as a full-time employee. This Article 12.5 shall continue to apply only as long as such employee remains continuously employed at least twenty (20) hours but less than thirty-two (32) hours per week.
- 12.6 All benefits eligible employees (i.e. 40 hours per pay period or more) may participate in or waive participation in the City's health insurance program. Employees who opt to

participate must select at least single health insurance coverage and employee life insurance in an amount equal to the employee's annual salary to the nearest full thousand. Employees who waive participation shall be ineligible for any Employer contribution but, shall be eligible to participate in optional coverages at the employee's expense if the employee is benefit eligible for each of the preceding twelve months.

For the purpose of this section, the employee's annual salary shall be based on the employee's salary as of the month prior to the annual open enrollment. The Employer will contribute, beginning in 2004, life insurance in an amount equal to \$50,000 for each benefit eligible employee.

- 12.7 For employees who, after fifteen (15) years of service become disabled and are eligible for a disability pension from a retirement fund to which the City of Saint Paul has contributed, the Employer shall contribute toward the hospital-medical insurance program offered by the Employer in accordance with the retiree insurance provisions of this Agreement.
- Employees who retire must meet the following conditions at the time of retirement in order to be eligible for the Employer contributions, listed in Sections 12.9 through 12.19 below, toward a health insurance plan offered by the Employer:
  - (1) Be receiving benefits from a Public Employee Retirement Act at the time of retirement, and
  - (2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct.
  - Employment with Independent School District No. 625 will not be counted toward the service requirement for employees hired after October 1, 1997, toward years of service for retiree health eligibility.
  - (4) If an employee does not meet the years of service requirements in sections 12.10 through 12.17, but does satisfy the conditions in 12.8 (1), (2), and (3) he/she may purchase single or family health insurance coverage through the Employer's insurance program. The total cost of such insurance coverage shall be paid by the retiree.
- 12.9 The definition of full-time, three-quarter time, and half-time shall be as per Section 12.2.

#### **Early Retirees**

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

Until such employees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$350.00 per month toward the cost of single or family health insurance coverage.

Any unused portion shall not be paid to the retiree. In addition, the Employer will contribute the cost for \$5,000 life insurance coverage until the retiree attains the age of sixty-five (65).

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

#### 12.11 This Section shall apply to employees who:

- (1) Retire on or after January 1, 1996, and have completed twenty-five (25) years full-time with the City of Saint Paul, and
- (2) Were appointed on or after January 1, 1990, and
- (3) Have not attained age sixty-five (65) at retirement, and
- (4) Meet the conditions of Section 12.8 above, and
- (5) Select a health insurance plan offered by the Employer.

Until such employees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. In addition, the Employer will contribute the cost for \$5,000 life insurance until the retiree attains the age of sixty-five (65).

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

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

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

The Employer agrees to contribute up to a maximum of \$500.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

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

The Employer agrees to contribute up to a maximum of \$375.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

## 12.14 This Section shall apply to half-time employees who:

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

The Employer agrees to contribute up to a maximum of \$250.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

## 12.15 This Section shall apply to full-time employees who:

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

The Employer agrees to contribute up to a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

## 12.16 This Section shall apply to three-quarter time employees who:

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

The Employer agrees to contribute up to a maximum of \$225.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

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

The Employer agrees to contribute up to a maximum of \$150.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

- 12.18 In the event of reduction of hours of employment for budgetary reasons during the last twelve (12) months of employment, the eligibility will be determined by the previous forty-eight (48) months before the reduction.
- 12.19 Employees who have completed twenty (20) years of full-time service with the City of Saint Paul and reduce to part-time prior to retirement and who are eligible and enrolled in the City's medical plan continuously until retirement shall be eligible for full-time benefits at retirement.

## **ARTICLE 13 – SENIORITY**

- 13.1 Seniority, for the purpose of this Agreement, shall be defined as follows: The length of continuous, regular and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee's rank on the eligible list from which certification was made.
- 13.2 Seniority shall terminate when an employee retires, resigns, or is discharged.
- In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title within each Department based on inverse length of seniority as defined in Article 13.1 above. The Human Resources Department will identify such least senior employee in the title in which there is to be a lay-off in the Department reducing positions, and shall notify said employee of his/her reduction from the Department. If there are any vacancies in that title in any other City Department, the Human Resources Department shall place the affected employee in such vacancy. If two or more vacant positions are available, the Human Resources Department shall decide which vacant position the affected employee shall fill.

## ARTICLE 13 - SENIORITY (Continued)

In cases where there are promotional series, including, but not limited to the following promotional series:

Civil Engineer I, II, III;

Grants Assistant, Grant Specialist, Grants Manager;

City Planner, Senior City Planner, Principal City Planner;

Project Manager, Senior Project Manager, Principal Project Manager;

Landscape Design Trainee, Landscape Design Apprentice, Landscape Architect,

Lead Landscape Architect;

Education Specialist, Education Coordinator;

Child Care Enrichment Instructor, Child Care Program Coordinator; when the number of employees in the higher titles is to be reduced, employees will be offered reductions to the highest title to which class seniority would keep them from being laid off, before layoffs are made by any class title in any Department.

If no vacancy exists in such title, then the least senior employee in the City in such title shall be identified, and if the employee affected by the original Departmental reduction is more senior, he/she shall have the right to claim that position and the least senior employee in the City, in that title, shall be laid off. For the purpose of this Article, the Independent School District No. 625 is not considered a City Department nor is an Independent School District No. 625 employee considered a City employee.

- Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff. It is understood that such employees will pick up their former seniority date in any class that they previously held and any unused sick leave.
- To the extent possible, vacation period shall be assigned on the basis of seniority. It is understood, however, that vacation assignment shall be subject to the ability of the Employer to maintain operations.
- In the event the Employer believes it is necessary to merge, contract out or sub-contract any public work performed by employees covered by this Agreement which may lead to layoff, the Employer will notify the Association no less than forty-five (45) calendar days in advance. During the forty-five (45) days, the Employer will meet with the Association and discuss possible options to contracting out or ways and means to minimize the elimination of positions.
- 13.7 Effective **January 1, 2015**, classifications represented by this bargaining unit shall not be subject to promotion rights established by Civil Service Rules 8 and 14.

## ARTICLE 14 - WORKING OUT OF CLASSIFICATION

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

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

all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.

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

## ARTICLE 15 – CITY MILEAGE

- Automobile Reimbursement Authorized. Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.
- Method of Computation. To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head. Employees shall receive the current IRS mileage reimbursement rate as modified from time to time by the IRS.
- The City will provide parking at a location and manner of the Employer's choice within a reasonable distance of the work site for City employees on the above mentioned reimbursement plan who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his/her own personal car available.
- 15.4 **Rules and Regulations.** The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven and further require that they maintain automobile liability insurance in amounts of at least the minimums required by the state of Minnesota. These rules and regulations, together with the amendment thereto, shall be maintained on file with the City Clerk.

# ARTICLE 16 – LICENSING/CERTIFICATION REQUIREMENTS

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

#### ARTICLE 17 – SAFETY FOOTWEAR/UNIFORMS

- For those employees required by the Employer to wear safety shoes or boots, the Employer agrees to contribute \$65.00 per calendar year toward the purchase of such shoes or boots, as an annual cash payment to be placed on the paycheck
- 17.2 Fire Protection Engineers in the Department of Safety and Inspections who are required to wear a specified uniform shall be reimbursed for uniform items purchased up to \$1,306.00 for initial issue and \$602.00 per calendar year for maintenance.
- 17.3 Fire Department employees in the titles of Education Specialist, Education Coordinator, Public Education Officer Fire, and Fire Protection Engineer, who are required to wear a specified uniform shall be provided an initial issue of \$1,306.00, to be placed on a debit card provided by the City's contracted vendor, to be used towards the purchase of the required uniform. On May 1 of each subsequent year, \$602.00 shall be placed on each eligible employee's debit card as a maintenance allowance for the employee's uniform inventory.

#### ARTICLE 18 – DISCIPLINE

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

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

- 18.2 Suspensions, reductions, and discharges will be in written form.
- 18.3 Employees and the Association will receive copies of written reprimands and notices of suspension, reduction, and discharge.
- 18.4 Employees shall have the right to examine all information in their personnel files. Files may be examined at reasonable times under supervision of the Employer.

## **ARTICLE 18 – DISCIPLINE (Continued)**

- Discharges will be preceded by a five (5) working day preliminary suspension without pay. During said period, the employee and/or Association may request and shall be entitled to a meeting with the Employer representative who initiated the suspension with intent to discharge. During said five (5) working day period, the Employer may affirm, modify, or withdraw the suspension and discharge.
- 18.6 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that an Association representative be present.
- Only Written Reprimands, Suspensions, Reductions, and Discharges shall be grievable under the terms of Article 19 Grievance Procedure. After one (1) year of no discipline from the date of an Oral Reprimand, said Reprimand will not be used against the employee as part of any progressive discipline.

## ARTICLE 19 - GRIEVANCE PROCEDURE

- 19.1 The Employer shall recognize stewards selected in accordance with the Association rules and regulations as the grievance representative of the Bargaining Unit. The Association shall notify the Employer, in writing, of the names of the stewards and of their successors, when so named.
- 19.2 It is recognized and accepted by the Employer and the Association that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours, only when consistent with such employee duties and responsibilities. The steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided the steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 19.3 **Definition of a Grievance.** A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the Agreement.

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

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

## ARTICLE 19 - GRIEVANCE PROCEDURE (Continued)

A grievance shall be resolved in conformance with the following procedures: 19.4

> Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt, with or without the steward, to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, the Association may refer the grievance to Step 2 by sending a written grievance to the Employer designated representative and a copy to the Office of Labor Relations. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific sections of the Agreement alleged to be violated and the relief requested.

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

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

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

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

#### **Optional Mediation Step**

If the grievance has not been satisfactorily resolved at Step 3, either 1. the Association or the Employer may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment unless the parties mutually agree to lengthen the time limit.

Step 1

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

- 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 mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
- 6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation, with respect to their positions concerning resolution or offers of settlement, may be used or referred to during arbitration.
- Step 4 If the grievance remains unresolved at Step 3, the parties may arbitrate the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within seven (7) work days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of seven (7) arbitrators.

Both the Employer and the Association shall have the right to strike three (3) names from the panel. The parties shall flip a coin to determine which party strikes the first name. The process of striking names will be repeated and the remaining person shall be the arbitrator.

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

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

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

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law.

The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the employees.

19.7 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

## **ARTICLE 20 – LEGAL SERVICES**

- 20.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless, and indemnify an employee and/or his/her estate, against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employee's duties.
- 20.2 Notwithstanding Article 20.1, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the Plaintiff.

## ARTICLE 21 – NO STRIKE, NO LOCKOUT

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

#### ARTICLE 22 – SEVERANCE PAY

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

#### **Eligibility Requirements**

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

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

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

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

- 22.6 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 16303 except in those cases where the specific provisions of this Article conflict with said ordinance, and in such cases, the provisions of this Article shall control.
- 22.7 For the purpose of this severance pay plan, the death of an employee shall be considered as separation of employment and if the employee would have met all of the requirements set forth above (at the time of his/her death), payment of the severance pay shall be made to the employee's spouse or estate.
- 22.8 For any employee who is eligible to receive severance from the City under this Article, the City will contribute 105% of the full amount of their severance payment to a Post Employment Health Plan (PEHP).

## **ARTICLE 23 – SAVINGS CLAUSE**

23.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## **ARTICLE 24 – DEFERRED COMPENSATION**

Employees with at least one year of service will be eligible for a \$250 per year Deferred Compensation match by the Employer subject to the criteria listed below. Effective **January 1, 2017**, employees with at least one (1) year of service will be eligible for a \$500 per year Deferred Compensation match by the Employer subject to the criteria listed below.

## 24.2 Eligibility and Implementation:

- (1) For initial match, employees must have been employed for a minimum of one (1) calendar year.
- (2) Employees must be a member of the bargaining unit for a minimum of one (1) calendar year.
- (3) Employees must be on the payroll as of the date of deferred compensation match.
- (4) If an employee takes a leave of absence to serve as a full-time union official, time served in such capacity, up to six (6) years, will be counted toward the years of service requirement.

#### ARTICLE 25 – DURATION AND EFFECTIVE DATE

- 25.1 Except as herein provided, this Agreement shall be effective as of January 1, 2016, and shall continue in full force and effect through December 31, 2017, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act, Minnesota Statute CH. 179A, as it may be amended from time to time.
- This constitutes a tentative agreement between the parties which will be recommended by the Labor Relations Manager, but is subject to the approval of the Administration of the City, the City Council, and is also subject to ratification by the Association.

**WITNESSES:** 

CITY OF SAINT PAUL PROFESSIONAL EMPLOYEES ASSOCIATION

Jason Sommidt Date

Labor Relations Manager

Ben Reber Date Mike Wilde Date

Karin E. Anderson

President

Labor Relations Specialist

Legal Counsel

## APPENDIX A

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12/26/2015 01/07/2017	Start (1) 18.38 18.90	1-yr (2) 19.90 20.47	2-yr (3) 20.86 21.45	3-yr (4) 21.91 22.53	4-yr (5) 23.04 23.70	5-yr (6) 24.14 24.83	10-yr (7) 24.90 25.61	15-yr (8) 25.94 26.68
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12/26/2015 01/07/2017	Start (1) 20.08 20.65	1-yr (2) 21.72 22.34	2-yr (3) 22.79 23.44	3-yr (4) 23.96 24.64	4-yr (5) 25.17 25.89	5-yr (6) 26.42 27.17	10-yr (7) 27.18 27.95	15-yr (8) 28.34 29.15

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12/26/2015 01/07/2017	Start (1) 25.46 26.19	1-yr (2) 27.53 28.31	1.5-yr (3) 28.21 29.01	2-yr (4) 28.88 29.70	2.5-yr (5) 29.61 30.45	3-yr (6) 30.34 31.20	3.5-yr (7) 31.44 32.34	4-yr (8) 32.53 33.46
12/26/2015 01/07/2017	4.5-yr (9) 33.34 34.29	5-yr (10) 34.15 35.12	5.5-yr (11) 35.01 36.01	6-yr (12) 35.86 36.88	6.5-yr (13) 36.76 37.81	7-yr (14) 37.66 38.73	10-yr (15) 38.77 39.87	15-yr (16) 40.28 41.43

		!	GRADE	013						
		340012	BUYE	ER III						
		400021	DESIG	GN ASSOC	IATE II					
		360210	*ECOl	NOMIC DE	VELOPMI	ENT SPEC	IALIST III	•		
		310011	GRA	NTS SPECI	ALIST					
		150112	LEGA	L ASSIST	ANT III					
		110012	MAN.	AGEMENT	ASSISTA	NT III				
		850120	MED!	MEDIA SERVICES COORDINATOR						
		530210	*MED	*MEDICAL TECHNOLOGIST						
		821	NUTRITIONIST II (Inactivated 1/4/2007)							
		974	OCCU	JPATIONA:	L SAFETY	& HLTH A	NALYST	(Inactivated 03/05	5/2007)	
		160011	PUBL	IC INFORI	MATION S	SPECIALIS	ST II			
		510110	SAFE	TY OFFIC	ER					
		909	SENIC	OR EMPLO	YMENT &	TRAINING	G PLNR (Ina	activated 03/05/20	07)	
		530031	WAT	ER QUALI	TY SPECI	ALIST II				
	C4 =4	1	2	2	4 ***	5 xm	10 xm	15_x/r		
	Start	1-yr	2-yr	3-yr	4-yr	5-yr	10-yr	15-yr		
10/06/0017	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) 36.87		
12/26/2015	26.22	28.35	29.78	31.22	32.80	34.48	35.49			
01/07/2017	26.97	29.16	30.63	32.11	33.73	35.46	36.50	37.92		

•			GRADE	014					
		95041	0 DIGIT	AL SERVI	CES COOF	RDINATO]	?		
		95004	11 LIBRA	RIAN II			ì		
		16011	2 RESEA	ARCH ANA	ALYST III				
		72002	21 SENIO	R CITY PI	LANNER				
	Start	1-yr	2-yr	3-yr	4-yr	5-yr	10-yr	15-yr	
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
12/26/2015	27.00	29.19	30.65	32.21	33.79	35.49	36.53	38.00	
01/07/2017	27 77	30.02	31.52	33.13	34.75	36.50	37.57	39.08	

AFFENDIA	A (Cont	inueu)						
		-	GRADE (					
		300112		INTANT I				
				ENGINEEF				
					R II - SPRW	/S		*
				VALIST II				
		700211	ENVIRO	ONMENTA	AL HEALT	H SPECIA	LIST II	
		623A			S COORDI			
		229B			TION-ADI			1/4/2007)
					ERVATION			
					RCES CON			
		160040			ANALYST			
		373B			NER (Inact	ivated 6/2/20	11)	
		400111	LANDS	CAPE AR	CHITECT			
	Start	1-yr	2-yr	3-yr	4-yr	5-yr	10-yr	15-yr
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
12/26/2015	27.82	30.07	31.55					39.15
01/07/2017	28.61	30.93	32.45	34.09	35.78	37.57	38.73	40.27
			GRADE (		DT OF HD	EEO.		
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		204A			ANALYST	(Inactivated 10	2/10/2006)	
		110013			ASSISTAN		17/2000)	
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		360021			T MANAG			
	<b>~</b>			2	4	<b>/</b> *	10	1.5
	Start	1-yr	2-yr	3-yr	4-yr	5-yr	10-yr	15-yr
10/06/0015	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) 40.28
12/26/2015	28.66 29.48	30.97 31.85	32.53 33.46	34.15 35.12	35.86 36.88	37.66 38.73	38.77 39.87	40.28
01/07/2017	29.40	31.03	33.40	33.12	30.00	30.73	39.01	נדיוד
			GRADE (	017				
		110501			ATIVE ASS	T-PED		
		600020	EMERO	ENCY M	ANAGEMI	ENT COO	RD	
		700301	ENERG	Y COORE	DINATOR			
		517A	PHYSIC	CIAN ASS	ISTANT (In	activated 1/4/20	07)	
		620001	PUBLIC	C EDUCAT	ΓΙΟΝ OFFI	CER - FIR	Œ	
	Start	1-yr	2-yr	3-yr	4-yr	5-yr	10-yr	15-yr
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
12/26/2015	29.52	31.92	33.48	35.14	36.92	38.77	39.96	41.54
01/07/2017	30.36	32.83	34.43	36.14	37.97	39.87	41.10	42.72
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		540301	*EPIDI		IST	TH SPEC I	II	
12/26/2015 01/07/2017	Start (1) 30.40 31.27	1-yr (2) 32.84 33.78	2-yr (3) 34.52 35.50	3-yr (4) 36.23 37.26	4-yr (5) 38.07 39.15	5-yr (6) 39.96 41.10	10-yr (7) 41.17 42.34	15-yr (8) 42.71 43.93
		540220 160041 530301	I INTEI	TH INFOR	E ANALYS	ADMINIS T – STRA RDINATO	TEGIC	
12/26/2015 01/07/2017	Start (1) 31.32 32.21	1-yr (2) 33.83 34.79	2-yr (3) 35.53 36.54	3-yr (4) 37.31 38.37	4-yr (5) 39.18 40.30	5-yr (6) 41.17 42.34		15-yr (8) 44.01 45.26
		410012 410112 117A 740020 310020 400112	CIVL F ECONO FIRE P GRAN LEAD PRINC RESEA	ITECT ENGINEE ENGINEER	R III - SPRY NNER (Inac ON ENGIN GER APE ARCH Y PLANNE ALYST IV	otivated 4/16/200 NEER NITECT ER	17)	
12/26/2015	Start (1) 32.25	1-yr (2) 34.87	2-yr (3) 36.62	3-yr (4) 38.44	4-yr (5) 40.37	5-yr (6) 42.38	10-yr (7) 43.63	15-yr (8) 45.33

39.54

41.52

43.59

44.87

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GRADE 20T 140411 IS SYSTEMS CONSULTANT II											
12/26/2015 01/07/2017	Start (1) 32.25 33.17	1-yr (2) 34.87 35.86	1.5-yr (3) 35.74 36.76	2-yr (4) 36.62 37.66	2.5-yr (5) 37.53 38.60	3-yr (6) 38.44 39.54	3.5-yr (7) 39.40 40.52	4-yr (8) 40.37 41.52			
12/26/2015 01/07/2017	4.5-yr (9) 41.37 42.55	5-yr (10) 42.38 43.59	10-yr (11) 43.63 44.87	15-yr (12) 45.33 46.62							
<b>GRADE 021</b>											
12/26/2015 01/07/2017	Start (1) 33.19 34.14	1-yr (2) 35.90 36.92	2-yr (3) 37.70 38.77	3-yr (4) 39.59 40.72	4-yr (5) 41.60 42.79	5-yr (6) 43.63 44.87	10-yr (7) 44.94 46.22	15-yr (8) 46.68 48.01			
GRADE 022  140501 GIS SYSTEMS DEVELOPER  360022 PRINCIPAL PROJECT MANAGER  110901 PROJECT MANAGER IV- PUBLIC WKS											
12/26/2015 01/07/2017	Start (1) 34.19 35.16	1-yr (2) 36.98 38.03	2-yr (3) 38.83 39.94	3-yr (4) 40.78 41.94	4-yr (5) 42.81 44.03	5-yr (6) 44.94 46.22	10-yr (7) 46.30 47.62	15-yr (8) 48.06 49.43			
			GRADE			_					
		14011 14041			NALYST V NSULTAN						
12/26/2015 01/07/2017	Start (1) 34.19 35.16	1-yr (2) 36.98 38.03	1.5-yr (3) 38.27 39.36	2-yr (4) 38.83 39.94	2.5-yr (5) 39.80 40.93	3-yr (6) 40.77 41.93	3.5-yr (7) 41.79 42.98	4-yr (8) 42.81 44.03			
12/26/2015 01/07/2017	4.5-yr (9) 43.88 45.13	5-yr (10) 44.94 46.22	10-yr (11) 46.30 47.62	15-yr (12) 48.06 49.43							

			<b>GRADE</b>	<u>023</u>				
12/26/2015 01/07/2017	Start (1) 35.24 36.24	1-yr (2) 38.12 39.21	2-yr (3) 40.00 41.14	3-yr (4) 41.97 43.17	4-yr (5) 44.12 45.38	5-yr (6) 46.30 47.62	10-yr (7) 47.71 49.07	15-yr (8) 49.52 50.93
			GRADE	024				
12/26/2015 01/07/2017	Start (1) 36.27 37.30	1-yr (2) 39.22 40.34	2-yr (3) 41.21 42.38	3-yr (4) 43.26 44.49	4-yr (5) 45.41 46.70	5-yr (6) 47.71 49.07	10-yr (7) 49.11 50.51	15-yr (8) 50.94 52.39
		14011	GRADE 5 IS INFO		NALYST V	/I		
12/26/2015 01/07/2017	Start (1) 36.27 37.30	1-yr (2) 39.22 40.34	1.5-yr (3) 40.21 41.36	2-yr (4) 41.21 42.38	2.5-yr (5) 42.23 43.43	3-yr (6) 43.26 44.49	3.5-yr (7) 44.34 45.60	4-yr (8) 45.41 46.70
12/26/2015 01/07/2017	4.5-yr (9) 46.56 47.89	5-yr (10) 47.71 49.07	10-yr (11) 49.11 50.51	15-yr (12) 50.94 52.39				
			GRADE	025				
12/26/2015 01/07/2017	Start (1) 37.35 38.41	1-yr (2) 40.43 41.58	2-yr (3) 42.44 43.65	3-yr (4) 44.53 45.80	4-yr (5) 46.77 48.10	5-yr (6) 49.11 50.51	10-yr (7) 50.60 52.04	15-yr (8) 52.49 53.99
		22021	GRADE		rd a Tod			
12/26/2015 01/07/2017	Start (1) 38.50 39.60	32021 1-yr (2) 41.66 42.85	2-yr (3) 43.67 44.91	3-yr (4) 45.91 47.22	4-yr (5) 48.20 49.57	5-yr (6) 50.60 52.04	10-yr (7) 52.12 53.61	15-yr (8) 54.05 55.59
			GRADE	027				
12/26/2015 01/07/2017	Start (1) 39.62 40.75	1-yr (2) 42.87 44.09	2-yr (3) 45.02 46.30	3-yr (4) 47.25 48.60	4-yr (5) 49.63 51.04	5-yr (6) 52.12 53.61	10-yr (7) 53.65 55.18	15-yr (8) 55.67 57.26

<b>GRADE 028</b>								
12/26/2015 01/07/2017	Start (1) 40.84 42.00	1-yr (2) 44.16 45.42	2-yr (3) 46.37 47.69	3-yr (4) 48.71 50.10	4-yr (5) 51.09 52.55	5-yr (6) 53.65 55.18	10-yr (7) 55.29 56.87	15-yr (8) 57.34 58.97
			GRADE	029				
12/26/2015 01/07/2017	Start (1) 42.07 43.27	1-yr (2) 45.49 46.79	2-yr (3) 47.75 49.11	3-yr (4) 50.13 51.56	4-yr (5) 52.67 54.17	5-yr (6) 55.29 56.87	10-yr (7) 56.94 58.56	15-yr (8) 59.05 60.73
			GRADE	030				
12/26/2015 01/07/2017	Start (1) 43.32 44.55	1-yr (2) 46.86 48.20	2-yr (3) 49.18 50.58	3-yr (4) 51.62 53.09	4-yr (5) 54.23 55.78	5-yr (6) 56.94 58.56	10-yr (7) 58.60 60.27	15-yr (8) 60.84 62.57
	<b>GRADE 031</b>							
12/26/2015 01/07/2017	Start (1) 44.63 45.90	1-yr (2) 48.26 49.64	2-yr (3) 50.68 52.12	3-yr (4) 53.20 54.72	4-yr (5) 55.85 57.44	5-yr (6) 58.64 60.31	10-yr (7) 60.40 62.12	15-yr (8) 62.62 64.40
<b>GRADE 032</b>								
12/26/2015 01/07/2017	Start (1) 45.96 47.27	1-yr (2) 49.68 51.10	2-yr (3) 52.20 53.69	3-yr (4) 54.80 56.36	4-yr (5) 57.55 59.19	5-yr (6) 60.40 62.12	10-yr (7) 62.23 64.00	15-yr (8) 64.48 66.32
<u>GRADE 033</u>								
12/26/2015 01/07/2017	Start (1) 47.34 48.69	1-yr (2) 51.17 52.63	2-yr (3) 53.76 55.29	3-yr (4) 56.44 58.05	4-yr (5) 59.29 60.98	5-yr (6) 62.23 64.00	10-yr (7) 64.09 65.92	15-yr (8) 66.44 68.33
			GRADE	034				
12/26/2015 01/07/2017	Start (1) 48.75 50.14	1-yr (2) 52.71 54.21	2-yr (3) 55.38 56.96	3-yr (4) 58.15 59.81	4-yr (5) 61.04 62.78	5-yr (6) 64.09 65.92	10-yr (7) 66.00 67.88	15-yr (8) 68.45 70.40

<b>GRADE 035</b>								
12/26/2015 01/07/2017	Start (1) 50.23 51.66	1-yr (2) 54.31 55.86	2-yr (3) 57.06 58.69	3-yr (4) 59.87 61.58	4-yr (5) 62.86 64.65	5-yr (6) 66.00 67.88	10-yr (7) 68.01 69.95	15-yr (8) 70.47 72.48
			GRADE	036				
12/26/2015 01/07/2017	Start (1) 51.75 53.22	1-yr (2) 55.93 57.52	2-yr (3) 58.72 60.39	3-yr (4) 61.67 63.43	4-yr (5) 64.77 66.62	5-yr (6) 67.99 69.93	10-yr (7) 70.02 72.02	15-yr (8) 72.55 74.62
			GRADE	037				
12/26/2015 01/07/2017	Start (1) 53.24 54.76	1-yr (2) 57.61 59.25	2-yr (3) 60.48 62.20	3-yr (4) 63.50 65.31	4-yr (5) 66.70 68.60	5-yr (6) 70.02 72.02	10-yr (7) 72.13 74.19	15-yr (8) 74.73 76.86
	<b>GRADE 038</b>							
12/26/2015 01/07/2017	Start (1) 54.91 56.47	1-yr (2) 59.35 61.04	2-yr (3) 62.31 64.09	3-yr (4) 65.43 67.29	4-yr (5) 68.69 70.65	5-yr (6) 72.13 74.19	10-yr (7) 74.31 76.43	15-yr (8) 76.95 79.14
<b>GRADE 039</b>								
12/26/2015 01/07/2017	Start (1) 56.50 58.11	1-yr (2) 61.12 62.86	2-yr (3) 64.18 66.01	3-yr (4) 67.38 69.30	4-yr (5) 70.78 72.80	5-yr (6) 74.31 76.43	10-yr (7) 76.50 78.68	15-yr (8) 79.28 81.54
<b>GRADE 040</b>								
12/26/2015 01/07/2017	Start (1) 58.19 59.85	1-yr (2) 62.97 64.76	2-yr (3) 66.12 68.00	3-yr (4) 69.43 71.41	4-yr (5) 72.85 74.93	5-yr (6) 76.54 78.72	10-yr (7) 78.96 81.21	15-yr (8) 81.65 83.98
<b>GRADE 041</b>								
12/26/2015 01/07/2017	Start (1) 59.93 61.64	1-yr (2) 64.83 66.68	2-yr (3) 68.09 70.03	3-yr (4) 71.48 73.52	4-yr (5) 75.05 77.19	5-yr (6) 78.80 81.05	10-yr (7) 81.30 83.62	15-yr (8) 84.06 86.46

			GRADE	042				
12/26/2015 01/07/2017	Start (1) 61.77 63.53	1-yr (2) 66.80 68.70	2-yr (3) 70.10 72.10	3-yr (4) 73.61 75.71	4-yr (5) 77.28 79.48	5-yr (6) 81.16 83.47	10-yr (7) 83.74 86.13	15-yr (8) 86.59 89.06
			GRADE	043				
12/26/2015 01/07/2017	Start (1) 63.58 65.39	1-yr (2) 68.77 70.73	2-yr (3) 72.24 74.30	3-yr (4) 75.83 77.99	4-yr (5) 79.62 81.89	5-yr (6) 83.62 86.00	10-yr (7) 86.26 88.72	15-yr (8) 89.34 91.89
			GRADE	044				
12/26/2015 01/07/2017	Start (1) 65.49 67.36	1-yr (2) 70.84 72.86	2-yr (3) 74.39 76.51	3-yr (4) 78.12 80.35	4-yr (5) 82.04 84.38	5-yr (6) 86.12 88.57	10-yr (7) 88.85 91.38	15-yr (8) 91.85 94.47
			GRADE	045				
12/26/2015 01/07/2017	Start (1) 67.44 69.36	1-yr (2) 72.99 75.07	2-yr (3) 76.62 78.80	3-yr (4) 80.44 82.73	4-yr (5) 84.45 86.86	5-yr (6) 88.68 91.21	10-yr (7) 91.49 94.10	15-yr (8) 94.59 97.29

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

#### APPENDIX B

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

This Memorandum of Agreement (hereinafter "MOA") applies to the parties below until December 31, 2017, with the intention of incorporating it into the collective bargaining agreement if it is acceptable to all parties.

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

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

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

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

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

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

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

CITY OF SAINT PAUL	PROFESSIONAL EMPLOYEES ASSOC
man	Karin E. anderso
Jason Schmidt	Karin E. Anderson
Labor Relations Manager	President
Date 6/20/16	June 20, 2016 Date
Mu Rh	Mhe Wille
Ben Reber	Mike Wilde
Labor Relations Specialist	Legal Counsel
	June 20, 2016
Date	Date V