

MEMORANDUM OF AGREEMENT

Between

The City of Saint Paul

And

**AFSCME Council 5 (Locals 1842, 2508, 3757), CCEA, FIRE FIGHTERS Local 21,
FSA Local 3939, MACHINISTS, MANUAL & MAINTENANCE SUPERVISORS
ASSOCIATION, OPERATING ENGINEERS Local 70,
POLICE FEDERATION, PEA, SPSO, & TRI-COUNCIL (Locals 49, 120, 363)
City of Saint Paul Trades: Bricklayers, Carpenters, Cement Masons, Electrical Workers,
Elevator Constructors, Painters, Pipefitters, Plumbers, Sprinkler-Fitters,
Sheet Metal Workers**

COVID 19

This MOA is entered into by the City of Saint Paul and the above listed Unions for the purpose of establishing access for employees who are unable to work a portion of, or all their regularly scheduled hours due to the COVID19 pandemic, up to eighty (80) hours of Emergency Pandemic Leave (EPL). The 80 EPL hours will be prorated for part-time employees, as well as non-benefits earning employees, based on the average number of hours worked per pay period since the first full pay period of 2020.

1. The EPL hours can be used for COVID-related absences including COVID-related closure of schools or daycare, even if the employee and the child are healthy, closure of employee's worksite, or lack of work. COVID-related self-selected quarantine or other precautionary measures do not qualify for EPL.
2. In no case may the use of EPL hours result in the payment of overtime.
3. The EPL must be used prior to any employee being required to utilize their accrued leave balances (sick, vacation, floating holiday etc.) for COVID related absences.
4. Upon depletion of the EPL hours, and if the employee remains unable to work part or all of their regularly scheduled hours due to a COVID-related issue, employees MAY choose to use *any* of their accrued leave balances for COVID-related absences. This includes the ability to utilize sick leave accruals due to COVID-related closure of school or daycare.
5. Employees who have utilized their EPL hours and exhausted appropriate accrual balances according to #4 and #5 above, may negatively accrue ESST/sick time up to 48 hours for employees who have been with the City less than one year and 80 hours for employees who have been with the City for a year or more.
6. Employees who have accrued negative sick/ESST time will be expected to earn back that time upon recall to employment with the City. Employees who voluntarily separate from employment with a negative balance will have the equivalent amount deducted from his/her paycheck.
7. An employee may not donate sick /ESST or EPL hours to another employee.
8. Employees who utilize eighty (80) hours of Emergency Pandemic Event Leave will accrue sick and vacation hours while using the EPL hours consistent with City policies and the CBA.
9. EPL hours as described in this MOA are available only upon the employee's request to the appointing authority and during the declared emergency event as declared by the Mayor.
10. There shall be no cash out value of any kind under any circumstances for the EPL benefits described herein.
11. Under no circumstance will there be an advance greater than eighty (80) total hours of ESST/sick time (48 hours for employees who have worked for the City for less than one year).

Machinists, District Lodge No. 77

John J. Stangor
Ande Council

Manual & Maintenance Supervisors Assn

Operating Engineers, Local 70

see attached

Saint Paul Police Federation

see attached

Professional Employees Association (PEA)

Kevin Green

Saint Paul Supervisor's Organization (SPSO)

John K. Adkins

Tri-Council LIUNA Laborers Local 363

Thomas P. Fox

Tri-Council General Drivers Local 120

see attached

Tri-Council Operating Engineers Local 49

John P. ...

Bricklayers Local 1 of MN

see attached

No Central States Reg Council Carpenters

see attached

Cement Masons Local 633

Brian Adkins

Electrical Workers Local 110

Jamie McNamee

Elevator Constructors #9

see attached

Painters Local 61/District Council 82

see attached

Pipefitters Local 455

see attached

Plumbers Local 34

W. W. Coe

Sprinkler Fitters Local 417

see attached

Sheet Metal Workers Local 10

see attached

Machinists, District Lodge No. 77

Manual & Maintenance Supervisors Assn

Operating Engineers, Local 70

Saint Paul Police Federation

Professional Employees Association (PEA)

Saint Paul Supervisor's Organization (SPSO)

Tri-Council LIUNA Laborers Local 363

Tri-Council General Drivers Local 120

Tri-Council Operating Engineers Local 49

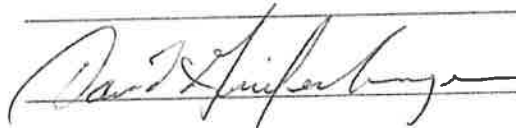
Bricklayers Local 1 of MN

No Central States Reg Council Carpenters

Cement Masons Local 633

Electrical Workers Local 110

Elevator Constructors #9



Painters Local 61/District Council 82

Pipefitters Local 455

Plumbers Local 34

Sprinkler Fitters Local 417

Sheet Metal Workers Local 10

- Machinists, District Lodge No. 77 _____
- Manual & Maintenance Supervisors Assn _____
- Operating Engineers, Local 70 _____
- Saint Paul Police Federation _____
- Professional Employees Association (PEA) _____
- Saint Paul Supervisor's Organization (SPSO) _____
- Tri-Council LIUNA Laborers Local 363 _____
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- Tri-Council Operating Engineers Local 49 _____
- Bricklayers Local 1 of MN _____
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- Cement Masons Local 633 _____
- Electrical Workers Local 110 _____
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Scott Seitz

Memorandum of Agreement
2020 COVID 19
March 20, 2020
Page Three

- Machinists, District Lodge No. 77 _____
- Manual & Maintenance Supervisors Assn _____
- Operating Engineers, Local 70 _____
- Saint Paul Police Federation _____
[Handwritten Signature] ^{RK} 03/20/20
- Professional Employees Association (PEA) _____
- Saint Paul Supervisor's Organization (SPSO) _____
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Machinists, District Lodge No. 77

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Machinists, District Lodge No. 77

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Operating Engineers, Local 70

Saint Paul Police Federation

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Tri-Council Operating Engineers Local 49

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Electrical Workers Local 110

Elevator Constructors #9


Painters Local 61/District Council 82

Pipefitters Local 455

Plumbers Local 34

Sprinkler Fitters Local 417

Sheet Metal Workers Local 10

JORDAN A. FRY
BUSINESS REP
DC 82 

Machinists, District Lodge No. 77

Manual & Maintenance Supervisors Assn

Operating Engineers, Local 70

Saint Paul Police Federation

Professional Employees Association (PEA)

Saint Paul Supervisor's Organization (SPSO)

Tri-Council LIUNA Laborers Local 363

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Plumbers Local 34

Sprinkler Fitters Local 417

Sheet Metal Workers Local 10



Wegwerth, Sue (CI-StPaul)

From: Schmidt, Jason (CI-StPaul)
Sent: Friday, March 20, 2020 3:35 PM
To: Troy Gustafson
Cc: Anderson-Ewald, Courtney (CI-StPaul); Wegwerth, Sue (CI-StPaul)
Subject: RE: COVID 19 LOU

Agreed. Thank you.

-----Original Message-----

From: Troy Gustafson <tgustafson@teamsterslocal120.org>
Sent: Friday, March 20, 2020 3:35 PM
To: Schmidt, Jason (CI-StPaul) <jason.schmidt@ci.stpaul.mn.us>
Cc: Anderson-Ewald, Courtney (CI-StPaul) <courtney.anderson-ewald@ci.stpaul.mn.us>
Subject: COVID 19 LOU

Think Before You Click: This email originated outside our organization.

Jason,

I will not be able make it down to sign. Please consider this email my electronic signature in approval of the City's offer.

Thanks,

TROY GUSTAFSON
BUSINESS AGENT
TEAMSTERS LOCAL 120
CELL- 612-232-4804
OFFICE- 763-267-7123
Tgustafson@teamsterslocal120.org

"I'VE TOLD YOU ONCE AND I'LL TELL YOU AGAIN. THE STRONG SURVIVE AND THE WEAK DISAPPEAR. WE DO NOT INTEND TO DISAPPEAR."

-James R. Hoffa

Jason, Local 70 accepts the offer as sent by Sue.
Dave Monsour

Understood. Thanks

Read 5:35 PM



iMessage



Q W E R T Y U I O P

A S D F G H J K L

- Machinists, District Lodge No. 77 _____
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- Operating Engineers, Local 70 _____
- Saint Paul Police Federation _____
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- Saint Paul Supervisor's Organization (SPSO) _____
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Terry T. Ward
- No Central States Reg Council Carpenters _____
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- Sprinkler Fitters Local 417 _____
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- 12. This MOA does not provide additional benefits to an employee that would otherwise not be available to an employee who is currently receiving benefits due to an accepted workers compensation claim.
- 13. Nothing herein modifies the employer's rights in the respective articles for Management Rights,
- 14. **Meet and Confer**
Either party may request a meet and confer relative to the items listed herein.
- 15. **Modifications**
No modification of any provision of this Agreement shall be valid unless in writing signed by the parties.
- 16. The terms of this MOA are not subject to arbitration.
- 17. **Non-Precedent Setting**
Nothing herein shall be deemed precedent setting for either party.
- 18. Congress passed and the President signed HR 2601 **Family First Coronavirus Response Act** which provides expanded FMLA leave and paid sick time for corona virus affected employees. Benefits under this MOA will run concurrently with the benefits provided under that Act.
- 19. **Duration**
This Agreement shall be in place from the date of the City's scheduled declaration of emergency (March 15, 2020) and remain in place until December 31, 2020 or the expiration of the emergency declaration, whichever occurs first. There is no guarantee or expressed intent to incorporate any provision of this Agreement into future Collective Bargaining Agreements.
- 20. **Entire Agreement**
The parties agree that this Agreement constitutes the entire agreement between the parties on the matters contained herein.

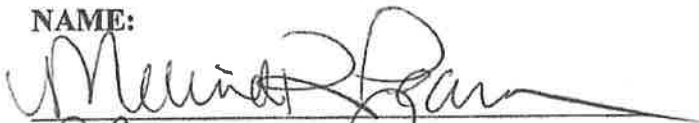
FOR THE CITY:

Jason Schmidt, Date
Labor Relations Manager

UNION:

NAME:

AFSCME Clerical, Local 2508



AFSCME Technical, Local 1842



AFSCME Legal, Local 3757



Classified Confidential Employees Assn (CCEA)

Fire Fighters, Local 21

Fire Supervisory Association, Local 3939
