

MEMORANDUM OF AGREEMENT

Between

THE CITY OF SAINT PAUL

and

AFSCME CLERICAL, LOCAL 2508

This Memorandum of Agreement (hereinafter "MOA") is entered into by the City of Saint Paul (hereinafter "City") and AFSCME Clerical Local 2508 (hereinafter "Union") for the purposes of establishing an equitable language compensation premium for Saint Paul Public Libraries. The Employer and the Association agree to the following items:

1. Library Employees may opt in to be eligible to receive a language differential for providing customer service that is a part of the essential functions of their position in a language other than English to include public contact which requires continual eliciting and explaining of information in a spoken language other than English or sign language.
2. To be eligible, staff may opt-in and are required to take a language proficiency test to certify an approved language and obtain approval from Saint Paul Public Libraries Leadership to ensure alignment with essential functions of the employee's position and utility of specific language. Approved languages will be identified and reviewed by Saint Paul Public Libraries leadership. This differential is not intended to be used for direct interpretation services.

Once eligible, staff shall be compensated on the following basis:

- For general assignments, a certified employee would qualify for an hourly differential of 3% of base pay to be applied for all hours worked during a shift where language skill is used to deliver customer service that is part of their essential functions for one or more interactions (up to four times per pay period)
 - For employees in a language designated position with language testing as a part of the interview process, they shall be paid an hourly premium of \$1.50 for all hours worked in a pay period with the expectation that at least 51% of their essential functions of their position are using a language skill.
3. Ad hoc language services can include assisting patrons with managing library accounts, finding and accessing library materials, navigating library resources, providing, or facilitating library programs.
 4. Language designated positions include positions where essential functions include providing services, programming, developing materials, and providing limited interpretation to facilitate interactions with staff, patrons, and/or community organizations.
 5. Supervisors are responsible for coding premium time in TASS and verifying that language was used in daily work. Assignments will be reviewed on a regular basis by Saint Paul Public Libraries Leadership for frequency and sustainability. Staff receiving differential for ad hoc language use may be required to recertify.
 6. Assignments may end if employees fail to seek recertification upon request, employees change positions, employees are not meeting the need, approved languages change, or the needs of the organization changes, including budget availability. Fraudulent requests for language differential may result in discipline.

7. Documentation supporting the employee's certification in their designated language is required and must be maintained in the employee's personnel file. The Department's decisions regarding this pilot program are not subject to Article 6 – Grievance Procedure
8. The terms of this MOA is intended to be a pilot to run concurrent with the 2023-2025 collective bargaining agreement.

FOR THE CITY:


Jason Schmidt
Jason Schmidt (Mar 27, 2025 09:22 CDT)

Mar 27, 2025

Jason Schmidt
Deputy Director

Date

FOR THE UNION:


Jen Guertin, President
AFSCME Clerical, Local 2508

3.26.25

Date






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Final Audit Report

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