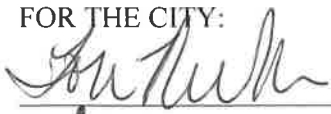


MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAINT PAUL
AND
THE TRI-COUNCIL

This Memorandum of Agreement (MOA) is entered into by the City of Saint Paul (hereinafter "City") and the Operating Engineers Local #49 (hereinafter "Union") for the purpose of establishing the process for appointing Heavy Equipment Operators (hereinafter "HEO") within Saint Paul Regional Water Services (hereinafter "SPRWS"). Therefore, the parties agree to the following:

1. At the start of each payroll year, beginning pay period 1, 2022, a report (hereinafter "HEO Hours Report") will be created by the SPRWS HR Liaison or Payroll representative. The HEO Hours Report will identify all employees certified as a HEO, either dual title or primary title, along with all temporary HEOs from the Local 49 hall, and all regular hours worked in the HEO title in the prior payroll year. The HEO Hours Report will be sent to the LIUNA 363 and Operating Engineers #49 Union business representatives.
2. The HEO Hours Report will be used by SPRWS to determine the minimum number of certified primary titled HEOs at the SPRWS distribution division, with a goal of maintaining the total HEO hours worked for all dual titled HEOs and temporary HEOs in the distribution division to less than 783 hours during the period from November 15 to April 15 each year.
3. The parties acknowledge that the above report will include only employees certified as a HEO, either dual title or primary title, and temporary HEOs from the hall. The report will exclude time by employees not certified as a HEO for operating directional drill equipment and while using equipment to load and unload soil and aggregate at material storage yards.
4. This MOA specifically nullifies any previous or future claims by the Union that a SPRWS Dual Title employee is automatically promoted to a certified HEO title upon accumulating a total of 2,080 HEO hours.
5. This MOA shall be effective until December 31, 2023 and shall renew annually thereafter unless one party provides written notice of the desire to end the MOA prior to its renewal for a subsequent year.
6. The parties agree to meet and confer over updates to this MOA.
7. This MOA sets no precedent and does not modify Management Rights as stated in the Collective Bargaining Agreement.

FOR THE CITY:



Tony Newborn
HR Director

DATE: 6-9-2023

FOR THE UNION:



AJ Lange, Business Manager
Laborers, LIUNA Local 363

6/8/23
DATE:



Jonathan Turner, Business
Representative Operating Engineers,
Local 49

6-8-2023
DATE: