

**JANUARY 1, 2021 – DECEMBER 31, 2022**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF SAINT PAUL**

**AND**

**THE TRI-COUNCIL**

**LOCAL 120 - LOCAL 49 - AND LOCAL 363**

# INDEX

ARTICLE	TITLE	PAGE
1	Recognition.....	1
2	Maintenance of Standards.....	2
3	Union Rights.....	2
4	Payroll Deduction .....	2
5	Management Rights .....	3
6	Safety .....	4
7	Discipline Procedures .....	5
8	Hours, Overtime, Snowplowing .....	5
9	Insurance.....	7
10	Employee Rights - Grievance Procedure.....	12
11	Seniority.....	15
12	Vacation.....	17
13	Holidays.....	18
14	Jury Duty.....	18
15	Severance Pay .....	19
16	Wages.....	20
17	Savings Clause.....	20
18	Jurisdiction.....	20
19	Sick Leave.....	20
20	Parental Leave.....	22
21	Legal Services.....	22
22	Strikes, Lockouts, Work Interference .....	22
23	Deferred Compensation .....	22
24	Terms of Agreement .....	23
	Appendix A - Wage Schedules, Premiums.....	A-1
	Appendix B - Temporary Employee Wage Schedules .....	B-1
	Appendix C - General Policies Regarding Seniority .....	C-1
	Appendix D - General Policies Regarding Overtime .....	D-1

## **PRINCIPLES**

This Agreement is entered into to facilitate the adjustment of grievances and disputes between the Employer and Employees to provide, insofar as possible, for the continuous employment of labor and to establish necessary procedures for the amicable adjustment of all disputes which may arise between the Employer and the Union.

The Employer and the Union encourage the highest possible degree of practical, friendly, cooperative relationships between their respective representatives at all levels. The officials of the Employer and the Union realize that this goal depends primarily on cooperative attitudes between people in their respective organizations and at all levels of responsibility, and that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Employer and the Employees.

There shall be no discrimination against any employee by reason of creed, sex, disability, or Union membership.

The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest remains in full utilization of employees' skill and ability without regard to consideration of national origin, age, sex or disability.

## ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees that have been certified by the State of Minnesota, Case No. 73-PR-427-A, as follows:

All employees of the City of Saint Paul in the classifications of Asphalt Plant Operator, Assistant Gardener, Assistant Golf Course Superintendent, Bridge Crew Leader, Bridge Maintenance Worker, \*Driver-Operator, \*Driver-Operator--Water Utility, Forestry Arborist, Forestry Crew Leader, Gardener, Golf Ranger, Golf Worker III, Grounds Crew Leader, \*Groundswoker, Heavy Equipment Operator, Heavy Equipment Operator--Sewer Utility, Heavy Equipment Operator--Water Utility, \*Jet Sewer Cleaner Operator, Landscape Worker, Lead Gardener, Lead Landscaper, Modified Duty Worker--Stores Laborer, Modified Duty Worker - Water Utility Worker II, Modified Duty Worker - Grounds Crew Leader, Operations and Laborer Trainee, Parks Worker I, Parks Worker I - Operation/Como Campus, Parks Worker II, Parks Worker III, Sewer Crew Leader, Sewer Services Worker, Stores Laborer, Street Maintenance Crew Leader, Street Services Worker, Trades Laborer, Utility Aide, Water Service Worker--Control Desk, Water System Worker I, Water System Worker II, Water Utility Worker I, and Water Utility Worker II who work more than fourteen (14) hours per week and more than one hundred (100) work days per year, excluding Supervisory, Confidential, emergency, and employees exclusively represented by other labor or employee organizations.

The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this Agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Relations Act to accomplish said objective.

- 1.2 The Employer agrees not to enter into any contractually binding agreements with any employee or representative not authorized to act on behalf of the Union. There shall be no individual agreements with any employees that conflict with the terms of this Agreement, and any such agreement or contract shall be null and void.
- 1.3 The Employer agrees to give the Union the right to supply fifty percent (50%) of all new qualified referrals for work as temporary employees.
- 1.4 It is recognized that temporary employees are within the unit covered by this agreement. However, except as specifically provided by this agreement, temporary employees shall not have nor acquire any rights or benefits other than specifically provided by the provisions of the Civil Service Rules.
- 1.5 The Union supports City goals, policies and practices intended to advance race and gender equity, reverse disparity trends and eliminate systemic racism to achieve fair, just and equitable opportunities and outcomes for all people.



## ARTICLE 2 – MAINTENANCE OF STANDARDS

- 2.1 The parties agree that all conditions of employment relating to wages, hours of work, overtime differentials, vacations and all other general working conditions 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 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, City Service Rule 7, 8.A.3., and Civil Service Rule 14 relating to promotions shall not apply to employees or classifications represented by this bargaining unit.

## ARTICLE 3 – UNION RIGHTS

- 3.1 The Union may designate employees from within the bargaining unit to act as Stewards and shall inform the Employer in writing of such designations. Such employees shall have the rights and responsibilities as designated in Article 10 (GRIEVANCE PROCEDURE). There shall be no more than one Steward from each local involved in any one specific grievance.
- 3.2 There shall be no deduction of pay from Stewards when directly involved in meetings with management during working hours for grievance procedures.
- 3.3 Designated Union Representatives shall be permitted to visit employees on job sites and at department buildings during working time.
- 3.4 The Employer shall provide a payroll deduction for employees to make a voluntary donation to the IUOE Local 49, IBT Local 120 or Laborers Local 363 Political Action Fund.

## ARTICLE 4 – PAYROLL DEDUCTION

- 4.1 The Employer shall, upon request of any Employee in the unit, deduct such sum as the Union may specify for the purpose of initiation fees and dues to the Union, providing the Union uses its best efforts to assess such deductions in as nearly uniform and standard amounts as is possible. The Employer shall remit monthly such deduction to the appropriate designated Union.
- 4.2 The Union authorizes the deduction of sixty dollars (\$60.00) bi-weekly, from employees who are members of Laborer's Local 363 who already have pension credits in the Union's Pension Fund and choose to participate in the Union's Pension Fund. The Employer will forward this to the Union's Pension Fund. The Union is to provide the Employer a list of eligible members.
- 4.3 The City agrees to contribute to the Laborers' International Union of North America, National (Industrial) Pension Fund Preferred Plan for each employee covered by this agreement, not including employees working in the job classifications of Golf Ranger, Utility Aide, Parks Worker I, Parks Worker I – Operations, Parks Worker I – Golf, Parks Worker II, Assistant Gardener, Landscape Worker. The National (Industrial) Pension Fund Preferred Plan is a qualified supplemental pension plan under Minnesota Statute § 356.24, subd. 1(8), as amended.
  - 4.3(1) For **January 1, 2019**, \$2.64 per hour will be contributed to the National (Industrial) Pension Fund Preferred Plan for all straight time hours paid (regular, vacation, sick, compensatory time used and other paid leave), up to \$105.60 per week. This amount will be contributed in lieu of wages.

## ARTICLE 4 – PAYROLL DEDUCTION (Continued)

Effective **January 15, 2021**, \$1.32 per hour will be contributed to the National (Industrial) Pension Fund Preferred Plan for all straight time hours paid (regular, vacation, sick, compensatory time used and other paid leave), up to \$52.80 per week. This amount will be contributed in lieu of wages.

Effective **January 1, 2022**, \$1.00 per hour will be contributed to the National (Industrial) Pension Fund Preferred Plan for all straight time hours paid (regular, vacation, sick, compensatory time used and other paid leave), up to \$40.00 per week. This amount will be contributed in lieu of wages.

- 4.3(2) The local membership may decide by a majority vote to change the LIUNA Pension Fund contribution amount. The City shall be notified of any changes to the pension contribution amount and will be given adequate time to implement the changes. Any changes to the pension contribution amount will *begin at the start of a new pay period and* result in a corresponding increase or decrease in the hourly rate for participating classifications. Such changes shall be limited to once per calendar year.
- 4.3(3) It is agreed that for purposes of calculating overtime compensation the City shall first restore the amount of the wage reduction, as described in 4.3 (1), then apply the applicable 1.5 wage multiplier required under the Fair Labor Standards act and Article 8 of the Collective Bargaining Agreement, then pay the resulting amount for overtime worked.
- 4.3(4) It is agreed that when an employee cashes out banked compensatory time, the amount of the pension fund contribution will be paid as wages.
- 4.3(5) It is agreed that the Public Employee's Retirement Association interprets employer contributions to the Laborers Industrial Union of North America Pension Fund as being included in determining salary for purposes of PERA.
- 4.3 (6) It is agreed that for the purposes of determining future wage rates, the City shall first restore the amount of the wage reduction then apply the applicable wage multiplier, then reduce the wage by the hourly contribution to the Pension Fund.

- 4.4 The Union will indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer, its officers or employees, by reason of negligence of the Union in requesting or receiving deductions under this Article. The Employer will indemnify, defend and hold the Union harmless against any claims made and against any suits instituted against the Union, its officers or employees by reason of negligence on the part of the Employer in making or forwarding deductions under this Article.

## ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 The Union 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.

## ARTICLE 5 – MANAGEMENT RIGHTS (Continued)

- 5.2 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 of policy as the functions and programs of the Employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

## ARTICLE 6 – SAFETY

- 6.1 Accident and injury free operations shall be the goal of all Employers and employees. To this end the Employer and employee will, to the best of their ability, abide by and live up to the requirements of the several State and Federal Construction Safety Codes and Regulations.
- 6.2 To this end the Employer shall from time to time issue rules or notices to his employees regarding on the job safety requirements. Any employee violating such rules or notices shall be subject to disciplinary action. No employee may be discharged for refusing to work under unsafe conditions.
- 6.3 Such safety equipment as required by governmental regulation shall be provided without cost to the employee. At the Employer's option, the employees may be required to sign for safety equipment and shall be obligated to return same upon discharge, layoff, quit or other termination in comparable condition as when issued, providing reasonable wear and tear. The Employer shall have the right to withhold the cost of such safety equipment if not returned.
- 6.4 Effective **January 1, 2021**, the Employer agrees to contribute \$225.00 per calendar year to each employee of the bargaining unit who is required by the Employer to wear protective shoes, boots, or work clothes. This contribution will be made for employees on the payroll as of January 1<sup>st</sup>. Employees hired after January 1<sup>st</sup> will receive one-half the normal allowance for that calendar year. Returning employees from layoff will receive the full allowance for the calendar year.
- In addition to the regular safety shoe reimbursement, employees who wear Kevlar boots as part of their regular job duties will receive an additional \$25.00 per calendar year for the purchase of Kevlar safety boots. The Employer will determine who is eligible for this additional reimbursement.
- 6.5 The City shall furnish uniforms at no cost to the employees who work in the Sewer Division of the Public Works Department.
- 6.6 The Water Utility will provide at its expense an initial uniform to employees required to wear a uniform. The Water Utility will reimburse these employees up to \$250.00 annually per calendar year beginning the year after the employee's initial issue. Employees must present receipts to be reimbursed.
- 6.7 The Union shall be responsible for providing one day (8 hours) of training on safety or skill development to each member of the Tri-Council in 2022. Topics and schedule to be mutually agreed by the parties.

## ARTICLE 7 – DISCIPLINE PROCEDURES

- 7.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
- A. Oral reprimand;
  - B. Written reprimand;
  - C. Suspension;
  - D. Reduction;
  - E. Discharge.
- 7.2 Suspensions, reductions and discharges will be in written form.
- 7.3 A notice in writing of suspensions, reductions and discharges shall be sent to the employee and the Union within seventy-two (72) hours after such action is taken.
- 7.4 Grievance relating to this Article shall be processed in accordance with the grievance procedure under Article 10.
- 7.5 Discipline under Article 7.1.A (Oral reprimand) will not be subject to the terms of Article 10 – Employee Rights.

## ARTICLE 8 – HOURS, OVERTIME, SNOWPLOWING

- 8.1 The normal work day shall be seven and three-fourths ( $7\frac{3}{4}$ ) consecutive hours per day, excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid, except for employees assigned to the 4/40 shift where the normal work day shall be nine and three-fourths ( $9\frac{3}{4}$ ) consecutive hours per day, excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid. The time allotted for lunch breaks shall include both travel and wash-up time.
- The normal work week shall be five (5) consecutive normal work days in any seven (7) day period except for employees assigned to the 4/40 shift where the normal work week shall be four consecutive ten (10) hour work days in any seven (7) day period. (For employees on a shift basis this shall be construed to mean an average of thirty-eight and three-fourths ( $38\frac{3}{4}$ ) hours a week).
- 8.2 Except in cases of emergencies, the Employer shall notify the affected employees of an intention to change a shift at least 24 hours prior to the beginning of the new shift.
- 8.3 Employees shall report to work location as assigned by a designated Employer supervisor. During the normal work day employees may be assigned to other work locations at the discretion of the Employer. Management shall provide transportation or allow travel time within normal working hours to the new work location.
- 8.4 Call-in-Pay. When an employee is called to work he/she shall receive two (2) hours pay if not put to work. If he/she is called to work and commences work, he/she shall be guaranteed four (4) straight time hours pay.

When a parks employee (excluding Forestry) is called for work and can resolve the issue remotely via phone or computer without physically returning to the worksite, the employee shall receive one (1) hour of pay at his/her base rate. Calls within the same one hour period are treated as a continuation of the original call. This article shall sunset effective **December 31, 2022** unless agreed to by both parties.

## ARTICLE 8 – HOURS, OVERTIME, SNOWPLOWING (CONTINUED)

- 8.5 Overtime. Time on the payroll in excess of the normal hours set forth above shall be “overtime work” and shall be done only by order of the head of the department. An employee shall be recompensed for work done in excess of the normal hours by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such overtime work. Employee may express a written preference for the method of overtime payment, however, the basis on which such overtime shall be paid shall be determined solely by the Employer. The time and one-half overtime rate shall be based on the total rate, including any premium pay, being earned during the overtime hours worked.
- 8.6 The two (2) work breaks shall not exceed fifteen (15) minutes from the time the employee stops working until he/she resumes work, and shall be taken in close proximity of the employee's work station.
- 8.7 Employees who are unable to report for their normal work day have the responsibility to notify their supervisor of such absence as soon as possible, but in no event later than one-half hour before the beginning of such work day. Failure to make such notification may be grounds for discipline.
- 8.8 The following will be the procedure for filling snowplowing or sanding needs.
- A. All listed categories of City employees will be offered one shift before any receive a second shift.
  - B. For purposes of a declared snow emergency, both the night and day phases shall be considered shifts falling on the date of the day phase. Personnel shall be assigned to one of the two phases in the priority order shown below provided that no overtime shift results.
  - C. In the event that overtime shifts are needed to fill any assignment, overtime shifts shall be offered in the same priority order.
  - D. Order to be called.
    - 1. Regular full-time \*Driver Operators, Heavy Equipment Operators and Street Service Workers on normally scheduled shifts.
    - 2. \*Driver Operators and Heavy Equipment Operators on layoff.
    - 3. Street Services Workers on layoff.
    - 4. Sewer Services Workers.
    - 5. Jet Sewer Cleaner Operators and Heavy Equipment Operators – Sewer Utility.
    - 6. Bridge Maintenance Workers.
    - 7. Crew Leaders.
    - 8. Other permanent Tri-Council members.
    - 9. All other qualified Public Works volunteers on normally scheduled shifts.
    - 10. Qualified temporary Tri-Council members.
- 8.9 Employer shall avoid, whenever possible, working an employee on 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 during a year shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16) 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, 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.
- 8.10 Any employee who works between the hours of 6:00 pm and 6:00 am shall be paid a differential of six-and-one-half percent (6.5%) of the employee's base rate for such hours.



## ARTICLE 8 – HOURS, OVERTIME, SNOWPLOWING (CONTINUED)

- 8.11 Employees who are absent without leave for five consecutive work shifts (without mitigating circumstances) and do not contact their supervisor are considered to have resigned their position.
- 8.12 If any employee is forced to work a night shift because of the title s/he holds, the employee shall be compensated at the appropriate rate of pay for the title being forced to work. This will also apply to hours worked on Saturday and Sunday and for all hours worked on the afternoon shift. The afternoon shift is currently defined as 2:30 p.m. to 11:00 p.m. but is subject to be changed by Management. This will not apply to indirect hours unless the employee forced is in the top ten (10) HEO list for that year per the HEO MOU.

## ARTICLE 9 – INSURANCE

### Active Employee Insurance

- 9.1 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. IRS rules and regulations shall govern the Employer provided health and welfare benefit program.
- 9.2 Effective **January 2021**, 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:

#### Choice Passport Plan:

2020 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2021, after any plan design changes; employees shall be responsible for the 2020 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2021, after any plan design changes.

Based on a 3.5% premium increase, this results in the following Employer contributions:

- Single:** \$671.62, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$16.88/month.
- Family:** \$1580.76, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$216.72/month.

#### Elect Plan:

The lesser of the Employer's contribution for the Choice Passport Plan for 2021; or the actual cost of the Elect Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

## ARTICLE 9 – INSURANCE (CONTINUED)

**Single:** \$640.84, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$0.00/month.

**Family:** \$1580.76, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$92.92/month.

### **ACO Plan:**

The lesser of the Employer's contribution for the Choice Passport Plan for 2021; or the actual cost of the ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

**Single:** \$620.54 plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$0.00/month.

**Family:** \$1580.76, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$39.88 /month.

### **Passport Copay Plan:**

**Single:** \$398.88 (Employee share: \$481.08 /month)

**Family:** \$748.22 (Employee share: \$1560.02/month)

Effective **January 2022**, 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:

### **Choice Passport Plan:**

2021 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2022, after any plan design changes; employees shall be responsible for the 2021 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2022, after any plan design changes.

Based on a 3.5% premium increase, this results in the following Employer contributions:

**Single:** \$691.46 plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program).  
Employee share: \$21.08 /month.

**Family:** \$1632.66, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program).  
Employee share: \$227.72 /month.

## ARTICLE 9 – INSURANCE (CONTINUED)

### **Elect Plan:**

The lesser of the Employer's contribution for the Choice Passport Plan for 2022; or the actual cost of the Elect Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

**Single:** \$663.26, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program).  
Employee share: \$0.00/month.

**Family:** \$1632.66 plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program).  
Employee share: \$99.58 /month.

### **ACO Plan:**

The lesser of the Employer's contribution for the Choice Passport Plan for 2022; or the actual cost of the ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

**Single:** \$642.26, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program).  
Employee share: \$0.00/month.

**Family:** \$1632.66, plus \$135 quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program).  
Employee share: \$44.70/month.

### **Passport Copay Plan:**

Single: \$398.88 (Employee share: \$511.88/month)

Family: \$748.22 (Employee share: \$1640.80/month)

9.3 **THIS ARTICLE LEFT INTENTIONALLY BLANK**

9.4 **THIS ARTICLE LEFT INTENTIONALLY BLANK**

9.5 For the purpose of this Article, full-time employment is defined as appearing on the payroll at least thirty (30) hours per week or at least sixty (60) hours per pay period excluding overtime hours.

9.6 For each eligible employee the Employer agrees to contribute the cost of \$15,000 of life insurance coverage.

### **Retiree Insurance**

9.7 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 9.8 and 9.9 below, toward a health insurance plan offered by the Employer:



## ARTICLE 9 – INSURANCE (CONTINUED)

- A. Be receiving benefits from a public employee retirement act at the time of retirement, and
- B. Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct, and
- C. Have completed at least twenty (20) years with the City of Saint Paul, and
  - (1) 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 applied toward meeting this twenty (20)-year requirement.
  - (2) If an employee serves in that capacity for more than six years, the additional time may be purchased upon return to City service for \$300.00 per month and applied to this twenty (20)-year requirement.
- D. Were hired prior to January 1, 1996.

### Early Retirees

9.8 This Section shall apply to full-time employees who:

- A. Retire on or after January 1, 1996, and
- B. Were appointed on or before December 31, 1995, and
- C. Have not attained age sixty-five (65) at retirement, and
- D. Meet the terms set forth in Section 9.7 above, and
- E. Select a health insurance plan offered by the Employer

Until such employees reach sixty-five (65) years of age, the Employer agrees that for retirees selecting single coverage, the Employer will provide the same contribution as is provided for active employees selecting single coverage under this agreement. This amount, however, shall not exceed \$350 per month.

For employees selecting family health insurance coverage, the Employer will contribute \$350 per month toward the premium for family health insurance coverage. Any unused portion of the Employer's contribution shall not be paid to the retiree.

When such early retiree attains age sixty-five (65), the provisions of Section 9.9 will apply.

### Regular Retirees (Age 65 and over)

9.9 This Section shall apply to full time employees who:

- A. Retire on or after January 1, 1996, and
- B. Were appointed on or before December 31, 1995, and
- C. Have attained age sixty-five (65) at retirement, and
- D. Meet the terms set forth in Section 9.7 above, and
- E. Select a health insurance plan offered by the Employer

The Employer agrees to contribute a maximum of \$550.00 per month toward the premium for single or family health insurance coverage offered by the Employer to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

This Section shall also apply to early retirees who retired under the provisions of Section 9.8 when such retirees attain age sixty-five (65).

## **ARTICLE 9 – INSURANCE (CONTINUED)**

- 9.10 A retiree's participation in the City's health insurance plan must be continuous. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation, such retiree will not be eligible for any future participation or for any Employer contribution.
- 9.11 In the event of the death of a retiree who was hired on or after May 1, 1992 and who is participating in the City's health insurance program, the surviving spouse or dependent of the deceased may continue to participate in the City's health insurance plan at their/her own cost. Eligibility to continue to participate shall terminate when such spouse or dependent remarries or becomes eligible for group health insurance through any employer.

### **Survivor Insurance**

- 9.12 The surviving spouse of an employee carrying family coverage at the time of his/her death due to a job connected injury or illness which was determined to have arisen out of and in the course of his/her employment under worker's compensation law shall continue to be eligible for city contribution in the same proportions as is provided for retired employees.

In the event of the death of an early retiree or a regular retiree, who was hired prior to May 1, 1992, the dependents of the retiree shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits which said dependents previously had, at the premium and Employer contribution accorded to the eligible deceased retiree.

It is further understood that coverage shall cease in the event of:

- A. Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
  - B. The employment of the surviving spouse or dependent where health insurance is obtained through a group program provided by said Employer. In this event, however, the surviving spouse or dependent shall have the right to maintain City health insurance for the first ninety (90) days of said employment.
- 9.13 A retiree may not carry his/her spouse as a dependent if such spouse is also a City retiree or City employee and eligible for and is enrolled in the City health insurance program.

### **Seasonal Layoff**

- 9.14 For each eligible employee covered by this Agreement who is employed full-time and who selects health insurance coverage provided by the Employer, and who is placed on seasonal layoff, the Employer shall, for up to five months of layoff, continue its contribution towards the cost of single or family health insurance premium, regardless of whether or not such employee has worked the appropriate hours within the qualifying pay period.

Article 9.14 shall not apply to employees in the title of Parks Worker II or Utility Aide.

### **Miscellaneous**

- 9.15 Street Services Workers who are placed on seasonal layoff and are receiving the seasonal health insurance benefit as provided in Article 9.14 will be expected to respond to winter work assignments from the employer.

## **ARTICLE 9 – INSURANCE (CONTINUED)**

- 9.16 The contributions indicated in this Article 9 shall be paid to the Employer's Group Health and Welfare Plan.
- 9.17 Any cost of any premium for any City-offered Employee or family insurance coverage in excess of the dollar amounts stated in this Article 9 shall be paid by the Employee.
- 9.18 Any Employee having ten (10) or more years of service with the Employer who becomes ill or injured so as to be unable to continue working and has exhausted all his/her sick leave and vacation shall be eligible for City paid health and welfare benefits for a maximum of three (3) years.
- 9.19 The Employer will provide a system whereby the employee's contribution toward the premiums for the employee selected health insurance coverages will be paid on a pre-tax basis.

Employees covered by this Agreement will be eligible to participate in the Flexible Spending Account and the Dependent Care Reimbursement Account as offered by the Employer. The service fee charged to participating employees in either of these Accounts shall be paid by the Employer.

- 9.20 Any employee who is receiving benefits under the terms of this contract and instead of layoff takes a voluntary reduction to Park Aide, to continue working during the winter, shall continue to receive the benefits available to his/her permanent title.
- 9.21 All Season Full Time Parks Worker I:
- A. The Parks Department will identify the number of All Season Full Time Parks Worker I positions needed for full-time employment by September of each year. The Department will choose first:
    - (1) Laid off Parks Workers who take a reduction to Parks Worker I; then if necessary
    - (2) Laid off Parks Worker II's who take a reduction to Parks Worker I; then if necessary
    - (3) Parks Worker I's designated All Season Full Time Parks Worker I; then if necessary
    - (4) Qualified Parks Worker I's by Seniority.
  - B. Any Parks Worker I who accepts full time winter employment (All Season Full Time Parks Worker I) by the Parks Department, will be eligible for single health insurance coverage as provided in Articles 9.1 through 9.4 of this contract beginning in January following the offer of winter employment and continuing for all consecutive months worked as an All Season Full Time Parks Worker I.
- 9.22 The provisions of this Article 9 shall not apply to employees in the title of Parks Worker I.

## **ARTICLE 10 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE**

- 10.1 The Employer shall recognize stewards selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the names of the stewards and of their successors when so named.

## **ARTICLE 10 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE (CONTINUED)**

10.2 It is recognized and accepted by the Employer and the Union 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.

10.3 The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement.

10.4 Grievances shall be resolved in conformance with the following procedure:

- Step 1        Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt 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 it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within seven (7) calendar days of the first occurrence of the event giving rise to the grievance or with the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.
- Step 2        Within seven (7) calendar days after receiving the written grievance a designated Employer supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.
- Step 3        Within seven (7) calendar days following receipt of a grievance referred from Step 2 a designated Employer supervisor shall meet with the Union Business Manager or his designated representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred to in writing by the Union to Step 4 within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

### **Optional Mediation**

- 1) If the grievance has not been satisfactorily resolved at Step 3, the Union may, within ten (10) calendar days, request mediation. If Management agrees 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) calendar days of the assignment.

## ARTICLE 10 – EMPLOYEE RIGHTS – 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 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      The arbitration proceedings shall be conducted by an arbitrator to be selected from a permanent panel of five (5) arbitrators. Arbitrators shall be selected by lot within twenty (20) work days after notice has been given. The permanent panel of arbitrators shall be mutually agreed to by the Employer and the Union no later than sixty (60) days after the signing of this Agreement. In the event the Employer and the Union have not agreed to five (5) arbitrators for the permanent panel, the parties will petition the Director of the Bureau of Mediation Services for a list of seven (7) arbitrators. The parties shall alternately strike names from such list(s), the Employer striking first, until one (1) name remains.

Effective **January 1, 2022**, Laborers Local 363 and IUOE Local 49 will utilize the following arbitrator list: Gil Vernon, Jeffrey Jacobs, John Johnson, Sharon Imes, Richard Miller.

Effective **January 1, 2022**, Teamsters Local 120 will utilize a five (5) member panel selected with the City. If no panel is selected, the parties will utilize the following arbitrator list: Richard R. Anderson, Stephen Befort, Mario Bognanno, Jeff Jacobs, Frank Kapsch, Andrea Kircher.



## **ARTICLE 10 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE (Continued)**

- 10.5 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 Union 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 applications 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 be 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 Union, and the employees.
- 10.6 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, 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.
- 10.7 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.
- 10.8 It is understood by the Union and the Employer that a grievance may be determined by either the grievance procedure of this contract or by the provisions of the Civil Service Rules of the City of Saint Paul. If an issue is determined by this grievance procedure it shall not again be submitted for arbitration under the Civil Service Rules. If an issue is determined by the provisions of the Civil Service Rules it shall not again be submitted for arbitration under this grievance procedure.

## **ARTICLE 11 – SENIORITY**

- 11.1 Seniority, for the purpose of this Agreement, shall be defined as follows:
- A. "City Seniority" - The length of continuous, regular and probationary service with the Employer from the date of employment in any and all class titles.
  - B. "Class Seniority" - 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 class seniority is confined to the current class assignment held by an employee.
    - (1) For Employees with dual titles, class seniority will be defined as the class title assignment for the day assigned and will continue to be that class title until the next regular assigned shift. During a declared emergency when the assigned shift is finished, those who hold dual titles, such as Heavy Equipment Operator and \*Driver Operator, will revert to the lower title in order of their seniority in that title.
  - C. Each Department will post notification of FTE positions available and necessary layoffs for winter. Employees will have fourteen (14) calendar days to submit reverse seniority requests. Based on received requests, the Department will issue layoff notices at least fourteen (14) calendar days prior to the effective date of the layoff. All employees who have opted for reverse seniority, and are laid off, will be returned to their original seniority on the call back list when the weather allows the employer to begin normal spring/summer operations, or on April 1 of the following year, whichever comes first.

## ARTICLE 11 – SENIORITY (Continued)

Laid off employees will receive a fourteen (14) calendar day notice of recall (does not apply to Public Works winter operations).

- (1) Parks Workers or Grounds Workers opting for reverse seniority will be placed at the bottom of the combined Parks Worker/Grounds Worker seniority list during the lay off-period.
- (2) \*Driver-Operators or Public Works Laborers opting for reverse seniority will be placed at the bottom of the Street Services Worker winter call in seniority list after any Street Services Worker has opted for reverse seniority.

D. Assistant Golf Superintendents on seasonal layoff will be called back by April 15<sup>th</sup> each year.

11.2 Seniority shall terminate when an employee retires, resigns, or is discharged.

11.3 A. 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 division based on inverse length of “Class Seniority”. Recall from layoff shall be inverse order of layoff, except that recall rights shall expire after two years of layoff.

B. In cases where there are promotional series, such as \*Unskilled Laborer, Crew Leader, etc., when the number of employees in these higher titles is to be reduced, employees who have held lower titles which are in this bargaining unit will be offered reductions to the highest of these titles to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department.

C. It is further understood that a laid off employee shall have the right to placement in any lower-paid class title in this bargaining unit, provided said employee has been previously certified and appointed in said lower-paid class title. In such cases, the employee shall first be placed on a reinstatement register and shall have “Class Seniority” based on the date originally certified and appointed to said class. Employees may also apply for positions in a lower class but may, nevertheless, return to original class as provided in paragraph (A) above.

11.4 To the extent possible, vacation periods shall be assigned on a first come first served basis within each class, by division. It is, however, understood that vacation assignments shall be subject to the ability of the Employer to maintain operations.

11.5 Promotions shall be handled in accordance with current Civil Service Rules and practices. However, the Water Utility may promote and assign a member of a rotating emergency or night crew holding the secondary title of Water Service Worker-Control Desk to a temporary Water Service Worker-Control Desk vacancy on his assigned crew without reference to his seniority in that title. Regular permanent promotions will continue to be made in order of seniority in title.

11.6 When a seniority list is being used to call in employees for overtime, once the list is exhausted, the Employer shall order employees, in reverse order of seniority, to report to work.

11.7 All employees shall serve a one (1) year probation for new and promoted positions.

## ARTICLE 12 – VACATION

- 12.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime. For purposes of this article, qualifying years of service shall be determined based on calendar years of service. This shall apply to both part-time and full time employees.

<b>Years of Service</b>	<b>Hours of Vacation</b>
Start thru 4th year	.0462 (12 days)
5th year thru 9th year	.0616 (16 days)
10th year thru 15th year	.0731 (19 days)
16th year thru 23rd year	.0885 (23 days)
24th year and thereafter	.1000 (26 days)

Effective **January 1, 2022** the following schedule shall apply:

<b>Years of Service</b>	<b>Hours of Vacation</b>
Start thru 4th year	.0500 (13 days)
5th year thru 9th year	.0654 (17 days)
10th year thru 15th year	.0769 (20 days)
16th year thru 23rd year	.0923 (24 days)
24th year and thereafter	.1038 (27 days)

- 12.2 The head of the department may permit an employee to carry over one hundred and twenty (120) hours of vacation into the following “vacation year”. For the purpose of this article the “vacation year” shall be the calendar year.
- 12.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I (one), Subsection G.
- 12.4 If an employee has an accumulation of sick leave credits in excess of one hundred and forty (140) days , he/she may convert any part of such excess at the rate of two (2) days of sick leave for one (1) day of vacation up to a maximum of five (5) days of vacation.
- 12.5 The maximum number of days’ vacation allowed by the conversion of sick leave credits shall be no more than five (5) days on any one year so that with the maximum vacation time which may be taken in any one year (including carry over allowed from previous vacation year) shall be forty-six (46) days including the regular vacation period.
- 12.6 The provisions of this Article 12 shall not apply to employees working in the title of Parks Worker I.
- 12.7 Employees with at least ten (10) years service and a vacation balance over 120 hours may request compensation in cash for such hours up to two (2) weeks of unused vacation within each calendar year. Payment will be at the discretion of the Department Head and additionally, limited by the availability of funds in the Department’s Budget. Such election must be made in writing on or before December 1 of each calendar year. 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 12.7 shall not be subject to the provisions of Article 10 of this Agreement.

Employees who convert any sick leave hours to vacation are prohibited from requesting vacation payout in Article 12.7 above in the same calendar year.



## **ARTICLE 13 – HOLIDAYS**

13.1 The following twelve (12) days shall be designated as holidays:

New Year's Day, January 1  
Martin Luther King Day, third Monday in January  
Presidents' Day, third Monday in February  
Memorial Day, last Monday in May  
Juneteenth Day, June 19  
Independence Day, July 4  
Labor Day, first Monday in September  
Veterans' Day, November 11  
Thanksgiving Day, fourth Thursday in November  
Day after Thanksgiving, fourth Friday in November  
Christmas Day, December 25  
One floating holiday

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. When New Year's Day, Juneteenth Day, Independence Day, Veterans' Day or Christmas Day falls on a Sunday, the following Monday shall be considered the designated holiday. When any of these five (5) holidays falls on a Saturday, the preceding Friday shall be considered the designated holiday. For those employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

- 13.2 The floating holiday set forth in Section 13.1 above may be taken at any time during the fiscal year, subject to the approval of the Department Head of any employee.
- 13.3 Eligibility Requirements. Eligibility for Holiday Pay shall be determined in accordance with Section I, H, 8, A of the Saint Paul Salary Plan and Rate of Compensation.
- 13.4 The twelve (12) holidays shall be considered non-work days.
- 13.5 If, in the judgment of the Employer, personnel are necessary for operating or emergency reasons, employees may be scheduled or "called back" in accordance with Article 8.4 (Call-in-Pay).
- 13.6 If an employee entitled to a holiday is required to work on New Year's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, President's Day, Day After Thanksgiving, or Veterans' Day, he/she shall be recompensed for work done on this day by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such hours worked, in addition to his/her regular holiday pay.
- 13.7 The provisions of this Article 13 shall not apply to employees working in the title of Parks Worker I.

## **ARTICLE 14 – JURY DUTY**

- 14.1 Any employee who is required during his/her regular working hours to appear in court as a juror or witness, except as a witness in the employee's own behalf against the Employer, shall be paid his/her regular pay while so engaged. Any fees that the employee may receive from the court for such service shall be paid to the City and be deposited with the City Finance Director. Any employee who is scheduled to work a shift, other than the normal daytime shift, shall be rescheduled to work the normal daytime shift during such time as he/she is required to appear in court as a juror or witness.

## ARTICLE 15 – SEVERANCE PAY

- 15.1 The Employer shall provide a severance pay program as set forth in this Article.
- 15.2 Time with Independent School District No. 625 shall not be used to qualify for the benefits in this Article for employees hired after January 1, 1997.
- 15.3 An employee must meet the following requirements to receive a benefit under this plan. All other severance benefit plans shall be discontinued.
- (1) The employee must be voluntarily separated from City employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence, or any other disciplinary reason are not eligible for the city severance pay program. For the purpose of this severance program, a death of an employee shall be considered as separation of employment and if the employee would have met all of the requirements set forth at the time of his/her death, payment of the severance pay shall be made to the employee's estate or spouse. For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is considered a separation of employment, and such transferee shall be eligible for the City severance program. For the purpose of this Article, service requirements for severance eligibility will not include years of service with Independent School District No. 625 for employees hired by the City or transferred to the City after March 31, 2001.
  - (2) The employee must have a minimum of twelve (12) years of service and six hundred (600) hours of sick leave credits at the time of his/her separation of service from the City
  - (3) If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he/she will be granted severance pay as shown below:

Minimum 12 years of service and accrued sick leave credits of:	Severance
600	\$ 4,000
700	\$ 5,000
800	\$ 6,000
900	\$ 7,000
1000	\$ 8,000
1100	\$ 9,000
1200	\$ 10,000
1300	\$ 11,000
1400	\$ 12,000
1500	\$ 13,000
1600	\$ 14,000
1700	\$ 15,000

- 15.4 With the exception of deceased employees referenced in 15.3 (1), any employee who is eligible to receive severance from the City under this Article 15, the City will contribute 105% of the full amount of their severance payment to a Post Employment Health Plan (PEHP) in lieu of any cash payment to the employee.

## **ARTICLE 16 – WAGES**

- 16.1 The basic hourly wage rates as established by Appendix A shall be paid for all hours worked by provisional, regular and probationary employees.
- 16.2 The basic hourly wage rates in Appendix A reflect the following increases:
- |   |                |
|---|----------------|
| Effective January 1, 2021 (closest pay period): | 1.0 % increase |
| Effective January 1, 2022 (closest pay period): | 2.0 % increase |
| Effective July 1, 2022 (closest pay period):    | 0.5 % increase |

## **ARTICLE 17 – SAVINGS CLAUSE**

- 17.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this Agreement shall hold 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 provision shall be voided. All other provisions shall continue in full force and effect.

## **ARTICLE 18 – JURISDICTION**

- 18.1 Disputes concerning work jurisdiction between and among Unions is recognized as an appropriate subject for determination by the various Unions representing employees of the Employer.
- 18.2 In the event of a dispute concerning the performance or assignment of work, the Unions involved and the Employer shall meet as soon as mutually possible to resolve the dispute. Nothing in the foregoing shall restrict the right of the Employer to accomplish the work as originally assigned pending resolution of the dispute or to restrict the Employer's basic right to assign work.
- 18.3 Any employee refusing to perform work assigned by the Employer shall be subject to disciplinary action as provided in Article 7 (Disciplinary Procedures).
- 18.4 There shall be no work stoppage, slow down, or any disruption of work resulting from a work assignment.
- 18.5 The subcontracting of work done by the employees covered by this Agreement shall in all cases be made only to Employers who qualify in accordance with Ordinance No. 14013.

## **ARTICLE 19 – SICK LEAVE**

- 19.1 Sick leave shall be earned and granted in accordance with the Civil Service Rules. Eligible employees shall earn sick leave at a rate of twelve (12) days per year, or 0.0462 of a working hour for each full hour on the payroll. Sick leave without pay may be granted in accordance with the provisions of Section 20H of the Civil Service Rules for a period up to but not to exceed three (3) years.
- 19.2 In the case of a serious illness or disability of an employee's child, parent or household member, the head of the department 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 leave will be compliant with the Women's Economic Security Act.

## ARTICLE 19 – SICK LEAVE (CONTINUED)

- 19.3 Paid Bereavement Leave may be used by an employee in the case death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or other person who is a member of the household.

A total of three (3) days per payroll year may be used as Bereavement Leave. Such leave shall not carry over from year to year.

Additional time off in the event of death of an employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or other person who is a member of the household shall be charged to the employee's accrued vacation or compensatory time. Any additional time off must be approved by the department head.

Bereavement Leave may only be used for those days when an employee has been previously scheduled to work during the requested leave time.

The Department reserves the right to request appropriate documentation relating to the death at issue prior to granting Bereavement Leave. Such request for documentation shall not be subject to the provisions of Article 10 (Grievance Procedure).

This Article supersedes any and all Civil Service Rules relating to utilization of paid leave for purposes stated in this article.

- 19.4 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.

- 19.5 The head of the Department 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 Article 19.2 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 19.2 above for three (3) or fewer calendar days he/she shall submit to the Head of the Department 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 Head of the Department and forwarded to the Human Resources Office.

- 19.6 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 before 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.

- 19.7 An employee shall be paid under the provisions of this paragraph 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.

- 19.8 The provisions of this Article 19 shall not apply to employees working in the title of Parks Worker I.

## **ARTICLE 20 – PARENTAL LEAVE**

- 20.1 Maternity/Paternity Leave. Maternity is defined as the physical state of pregnancy of an employee, commencing eight (8) months before the estimated date of childbirth, as determined by a physician, and ending six (6) months after the date of such birth. In the event of an employee's pregnancy, the employee may apply for leave without pay at any time during the period stated above and the Employer may approve such leave at its option, and such leave may be no longer than one (1) year. Should the employee be FMLA eligible, Paid Parental Leave will be available based on the City's PPL Policy.
- 20.2 School Conference Leave. An employee shall be granted up to a total of sixteen (16) hours during a school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Employer. An employee shall be allowed to use vacation or compensatory time for this leave; otherwise, this leave shall be without pay.

## **ARTICLE 21 – LEGAL SERVICES**

- 21.1 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 in the performance and scope of the employee's duties.

## **ARTICLE 22 – STRIKES, LOCKOUTS, WORK INTERFERENCE**

- 22.1 The Unions and the Employers agree that there shall be no strikes, work stoppages, slow-downs, sit down, stay-in, or other concerted interference with the Employer's business or affairs by any of said Unions and/or the members thereof, and there shall be no bannering during the existence of this Agreement without first using all possible means of peaceful settlement of any controversy which may arise.

## **ARTICLE 23 – DEFERRED COMPENSATION**

- 23.1 Employees who have completed five (5) through nine (9) years of service with the City of Saint Paul, and who meet the eligibility requirements listed below, shall be eligible for \$225 per year for Deferred Compensation paid by the Employer on a dollar-for-dollar match.
- 23.2 Employees who have completed ten (10) through nineteen (19) years of service with the City of Saint Paul and who meet the eligibility requirements listed below shall be eligible for \$825 per year for Deferred Compensation paid by the Employer on a dollar-for-dollar match.
- 23.3 Employees who have completed twenty (20) years of service with the City of Saint Paul and who meet the eligibility requirements listed below shall be eligible for \$1,025 per year for Deferred Compensation paid by the Employer on a dollar-for-dollar match.
- 23.4 Eligibility and Implementation: Any match based on five (5), ten (10) or twenty (20) years of service will begin on the pay period following the anniversary date and will be matched bi-weekly on a dollar-for-dollar basis, up to the maximum match amount for the plan year.



## ARTICLE 24 – TERMS OF AGREEMENT

- 24.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement. Any and all prior agreements, resolutions, practices, policy or rules or regulations regarding the terms and conditions of employment to the extent they are inconsistent with this Agreement are hereby superseded. In those areas where Civil Service Rules are not inconsistent with this Agreement, the Civil Service Rules shall continue to be in effect.
- 24.2 Except as herein provided this Agreement shall be effective as of the date it is executed by the parties and shall continue in full force and effect thru December 31, 2022 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 of 1971.
- 24.3 This constitutes a tentative agreement between the parties which will be recommended by the City Negotiator but is subject to the approval of the Administration of the City, the City Council and is also subject to ratification by the Unions.

### WITNESSES:

CITY OF SAINT PAUL

BY: 

Jason Schmidt  
Labor Relations Manager

DATE: 12/16/21

TRI-COUNCIL

BY: 

Business Representative, Local 120

DATE: 12-16-2021

BY: 

Business Representative, Local 363

DATE: 12-15-21

BY: 

Business Representative, Local 363

DATE: 12/15/21

BY: 

Business Representative, Local 49

DATE: 12-15-2021

BY: 

Business Manager, Local 49

DATE: \_\_\_\_\_

## APPENDIX A – Wage Schedules, Premiums

The hourly wage rates for provisional, regular and probationary employees working in the classes listed below are as shown:

### GROUP A

Effective on the following dates:

#### Notes:

\*This title is abolished except as to present incumbents.

20-year step based on employment date.

Effective **January 1, 2022, (or closest pay period)** the rate of pay at Step 1 for the following titles will be increased an additional \$0.20/hr beyond the general wage increase in exchange for the elimination of the Raker premium: Street Service Worker, Water Utility Worker I, and Park Worker III.

For employees eligible to participate in the LIUNA National Pension, the wage rates below include a contribution as specified in Article 4.3.

	01/02/2021	01/01/2022	07/02/2022
Bridge Crew Leader			
Start	31.84	32.48	32.64
20-year	32.33	32.98	33.14
Bridge Maintenance Worker			
Start	29.24	29.82	29.97
20-year	29.76	30.36	30.51
Grounds Crew Leader			
Start	29.96	30.56	30.71
20-year	30.47	31.08	31.24
Sewer Crew Leader			
Start	31.71	32.34	32.50
20-year	32.21	32.85	33.01
Sewer Services Worker			
Start	28.98	29.56	29.71
20-year	29.47	30.06	30.21
Stores Laborer (Inactivated)			
Start			
20-year			
Street Maintenance Crew Leader			
Start	31.11	31.73	31.89
20-year	31.61	32.24	32.40

# APPENDIX A – Wage Schedules, Premiums (Continued)

	01/02/2021	01/01/2022	07/02/2022
<b>Street Maintenance Crew Leader</b>			
Start	31.11	31.73	31.89
20-year	31.61	32.24	32.40
<b>Street Services Worker</b>			
Start	28.42	29.19	29.34
20-year	28.95	29.53	29.68
<b>Water Utility Worker I</b>			
Start	28.42	29.19	29.34
20-year	28.95	29.53	29.68
<b>Water Utility Worker II</b>			
Start	29.33	29.92	30.07
20-year	29.86	30.46	30.61
<b>Water System Worker I</b>			
Start	28.98	29.56	29.71
20-year	29.47	30.06	30.21
<b>Water System Worker II</b>			
Start	30.66	31.27	31.43
20-year	31.20	31.82	31.98
<b>Water Service Worker – Control Desk</b>			
Start	31.11	31.73	31.89
20-year	31.61	32.24	32.40
<b>Golf Ranger (Inactivated)</b>			
First 500 hours			
Second 500 hours			
Third 500 hours			
Fourth 500 hours			
20-year			
<b>Utility Aide</b>			
First 1040 hours	15.24	15.55	15.63
Second 1040 hours	16.78	17.11	17.20
Third 1040 hours	17.44	17.79	17.88
Fourth 1040 hours	19.71	20.10	20.20
20-year	20.51	20.92	21.02



# APPENDIX A – Wage Schedules, Premiums (Continued)

	01/02/2021	01/01/2022	07/02/2022
<b>Parks Worker I</b>			
First 500 hours	15.15	15.45	15.53
Second 500 hours	15.15	15.45	15.53
Third 500 hours	15.47	15.78	15.86
Fourth 500 hours	15.47	15.78	15.86
20-year	16.69	17.02	17.11
<b>Parks Worker I – Operations Como Campus</b>			
1 - 499 hours	15.15	15.45	15.53
500 – 1499 hours	15.47	15.78	15.86
1500+ hours	15.47	15.78	15.86
20-year	16.69	17.02	17.11
<b>Parks Worker II</b>			
First 1040 hours	16.65	16.99	17.07
Second 1040 hours	17.44	17.79	17.88
Third 1040 hours	18.56	18.94	19.03
Fourth 1040 hours	19.71	20.10	20.20
20-year	20.51	20.92	21.02
<b>Parks Worker III</b>			
Start	28.42	29.19	29.34
20-year	28.95	29.53	29.68
<b>Parks Worker-Golf (Seasonal)</b>			
First 1040 hours	19.41	19.80	19.90
Second 1040 hours	20.13	20.53	20.63
Third 1040 hours	20.83	21.25	21.36
Fourth 1040 hours	21.55	21.98	22.09
20-year	22.40	22.85	22.96
<b>Golf Worker III</b>			
Start	28.42	28.99	29.13
20-year	28.95	29.53	29.68
<b>Garden Laborer (Inactivated)</b>			
Start			
After 6 months			
20-year			
<b>Gardener</b>			
Start	26.88	27.42	27.56
After 6 months	28.38	28.95	29.09
20-year	28.91	29.49	29.64

## APPENDIX A – Wage Schedules, Premiums (Continued)

	01/02/2021	01/01/2022	07/02/2022
Lead Gardener			
Start	30.78	31.40	31.56
20-year	31.29	31.92	32.08
Lead Landscaper			
Start	30.78	31.40	31.56
20-year	31.29	31.92	32.08
*Groundsworker			
Start	25.91	26.43	26.56
After 6 months	27.55	28.10	28.24
20-year	28.04	28.60	28.74
Assistant Golf Course Superintendent			
Start	31.11	31.73	31.89
20-year	31.61	32.24	32.40
Assistant Gardener			
Start	18.34	18.71	18.80
After 6 months	19.11	19.49	19.59
20-year	19.90	20.29	20.39
Landscape Worker			
Start	18.34	18.71	18.80
After 6 months	19.11	19.49	19.59
20-year	19.90	20.29	20.39
Operations and Laborer Trainee			
Start – 1040 hours	24.38	24.87	24.99
1040+ - 2080 hours	27.41	27.96	28.10

### GROUP B

No titles remaining in this group.		
------------------------------------	--	--

## APPENDIX A – Wage Schedules, Premiums (Continued)

### GROUP C

\*This title is abolished except as to present incumbents.  
20-year step based on employment date.

	01/02/2021	01/01/2022	07/02/2022
Asphalt Plant Operator			
Start	33.51	34.18	34.35
20-year	34.03	34.71	34.88
Heavy Equipment Operator			
Start	33.51	34.18	34.35
20-year	34.03	34.71	34.88
Heavy Equipment Operator/Water			
Start	34.72	35.41	35.59
20-year	35.24	35.94	36.12
Heavy Equipment Operator/Sewer Utility			
Start	33.51	34.18	34.35
20-year	34.03	34.71	34.88
*Jet Sewer Cleaner Operator			
Start	33.51	34.18	34.35
20-year	34.03	34.71	34.88
Trades Laborer			
Start	33.68	34.35	34.52
20-year	34.22	34.90	35.07

### GROUP D

\*This title is abolished except as to present incumbents.  
20-year step based on employment date.

	01/02/2021	01/01/2022	07/02/2022
*Driver Operator			
Start	28.84	29.42	29.57
20-year	29.34	29.93	30.08
*Driver Operator – Water			
Start	28.84	29.42	29.57
20-year	29.34	29.93	30.08

### GROUP E

\*This title is abolished except as to present incumbents.

## APPENDIX A – Wage Schedules, Premiums (Continued)

20-year step based on employment date.

	01/02/2021	01/01/2022	07/02/2022
Forestry Crew Leader			
Start	33.64	34.31	34.48
20-year	34.18	34.86	35.03
Forestry Arborist			
Start	30.33	30.94	31.09
20-year	30.85	31.47	31.63

### PREMIUMS

- A. Employees required to work eight (8) feet or lower beneath ground shall receive three and one-half percent (3.50%) per hour above the regular base hourly rate for each hour or any part thereof worked in such an assignment. This provision shall not apply to employees working under the titles of Water System Worker I or Water System Worker II.
- B. A premium pay of two and one-half (2.50%) per hour shall be paid for all swing stage work, such as work performed from a boatswain's chair or a swing scaffold or hazardous work that requires the use of a safety belt. Employees assigned to the Reachall shall also be eligible for this premium. All standard safety laws shall be complied with.
- C. Forestry Arborists assigned to the crew performing tree trimming duties in assisting Northern States Power Company shall receive four percent (4%) per hour above the regular base rate or any part thereof worked in such an assignment.
- D. Employees assigned the duties of Oiler Operator or Load & Pack shall receive six percent (6%) per hour above the regular base rate for each hour or any part thereof worked in such an assignment.
- E. Street Services Workers, Parks Worker or Water Utility Workers I assigned to perform duties of an \*Asphalt Raker shall receive three percent (3%) per hour above the regular base rate for each hour or any part thereof worked in such assignment. If it is determined that a Raker is necessary, the duty will be offered to the most senior employee on the crew. Effective **January 1, 2022** this premium is eliminated.
- F. Street Services Workers, Water Utility Workers I, Parks Workers, or Bridge Workers assigned to perform duties of an \*Tacman/Tamper shall receive six percent (6%) per hour above the regular base rate for each hour or any part thereof worked in such assignment. This is in lieu of any clothing allowance and shall be paid only for hours worked performing such duties.
- G. Any Parks Worker/\*Grounds Worker assigned to operate a 580-D or rotary grass cutting machine having a cutting width of over fifteen (15) feet shall receive two and one-half (2.50%) per hour above the regular base rate. The regular operators of the 580-D equipment from previous seasons will be considered first for these assignments. For new openings, the Division will post the opening and take the senior qualified candidate. However the Division does not waive its rights to assign premium pay positions to less senior employees if it deems it necessary. This premium does not include reel mowers or 7-gang mowers.

## APPENDIX A – Wage Schedules, Premiums (Continued)

- H. Parks Workers or Grounds Workers assigned to an abatement crew on a summary abatement deemed to be hazardous by the Health Department Inspector and PED summary abatement supervisor and requiring the use of special protective clothing shall receive sixty cents (\$.60) per hour above the regular base rate for each hour or any part thereof worked in this assignment. Effective **January 1, 2022**, this premium shall be increased to \$1.90. This premium shall also apply to Campus and Abatement Crew Leader positions.
- I. Street Services Workers, Sewer Services Workers, Sewer Crew Leaders, Water Utility Worker I's, and Parks Workers assigned to drive tandem trucks, or required to drive lowboy, truck trailer, wing plow, or show mobile, or Water Utility Worker I's at Vadnais assigned to operate the farm tractors shall receive twenty-five cents (\$.25) per hour above the base rate for each hour or any part thereof worked in such an assignment. \*Driver-Operators, Parks Workers and Street Services Workers represented by Local 120 shall not be eligible for this premium as of January 1, 2011.

## APPENDIX B – Temporary Employee Wage Schedules

Temporary employees shall be paid one hundred percent (100%) of the appropriate wage rates established by the Highway and Heavy Agreement then in effect between the Unions and the Associated General Contractors of Minnesota (AGC). Appropriate AGC fringe benefit contributions shall also be paid to the jointly trusted funds. Effective upon ratification of the contract.

1. The hourly rates for temporary Employees working in the classes listed below are as shown:

	<b>Effective</b> <b><u>May 1, 2021</u></b>	<b>Effective</b> <b><u>May 1, 2022</u></b>
Bridge Maintenance Worker	\$35.40	*
Water System Worker I	\$35.40	*
Water Utility Worker I	\$35.40	*
Parks Worker III	\$35.40	*
Sewer Services Worker	\$35.40	*
Street Services Worker	\$35.40	*
Trades Laborer	\$37.78	*

The hourly wage rates for temporary employees working in classes listed below shall be the same as the wage rates applicable to provisional, regular and probationary employees working in said classes as shown in Appendix A:

Garden Laborer  
Gardener

For temporary Employees working in the classes listed above the following fringe benefit contributions shall be made to the Minnesota Laborers' Fringe Benefit Fund:

	<b>Effective</b> <b><u>May 1, 2021</u></b>	<b>Effective</b> <b><u>May 1, 2022</u></b>
Health and Welfare	\$8.65	*
Pension	\$10.27	*
Vacation***	\$2.55	*
Training	\$0.37	*
LECET	\$0.08	*

\* At the time of the signing of this agreement rates were not available.

\*\* At the time of the signing of this agreement rates were not available.

\*\*\*This contribution is taxable.

2. The hourly rates for temporary Employees working in the classes listed below are as shown:

	<b>Effective</b> <b><u>May 1, 2021</u></b>	<b>Effective</b> <b><u>May 1, 2022</u></b>
Heavy Equipment Operator	\$40.04	*

## APPENDIX B – Temporary Employee Wage Schedules (Continued)

The hourly wage rates for temporary Employees in the classes listed below shall be the same as the wage rates applicable to provisional, regular and probationary Employees working in said classes as shown in Appendix A.

### Forestry Arborist

For temporary Employees working in the classes listed above the following fringe benefits shall be made to Funds designated by IUOE, Local 49:

	<b>Effective May 1, 2021</b>	<b>Effective May 1, 2022</b>
Health and Welfare	\$10.40	*
Pension	\$10.10	*
Training	\$0.55	*
Defined Contribution	\$0.50	*
HRA	\$1.00	*

\* At the time of the signing of this agreement rates were not available.

\*\* At the time of the signing of this agreement rates were not available.

3. The hourly wage rates for temporary Employees in the classes listed below shall be the same as the wage rates applicable to provisional, regular and probationary Employees working in said classes as shown in Appendix A.

### \*Driver-Operator

4. Regular Employees who are laid off and then called back in to work on a temporary basis shall receive the regular rate of pay as shown in Appendix A for such titles worked and shall continue to earn and accrue City benefits for such hours worked.
5. For temporary Employees working in titles listed in this Appendix B whose length of service and earnings require that they be subject to Public Employees Retirement Association contributions, the rate of pay shall be the rate shown in this Appendix B for such title divided by 1.0518.
6. If the union elects to have the fringe benefit contributions listed in this Appendix B increased or decreased, the Employer may adjust the applicable rates accordingly.
7. The Union will notify the Employer as soon as possible when these rates and their effective dates have been negotiated with the AGC. For their application in this agreement, adjustments will be made on the closest effective payroll dates.

## **APPENDIX C – General Policies Regarding Seniority**

The following are general policies regarding seniority for personnel permanently assigned to the Department of Public Works Street Maintenance and Sewer Maintenance Divisions and the Division of Parks and Recreation in the classifications of \*Driver-Operator, Laborer, Street Services Worker, Heavy Equipment Operator, Sewer Services Worker, Groundswoker, Parks Worker, Tree Trimmer II, Power Clam Operator and Forestry Arborist. These general policies will be followed when making job assignments to qualified employees. The productivity needs of the utilizing division may be considered when making job assignments.

### **A. Department of Public Works**

1. Class seniority in the \*Driver-Operator and Laborer titles shall take precedence over the Street Services Worker and Sewer Services Worker titles for all work assignments. This includes Heavy Equipment Operators who also hold the title of \*Driver-Operator and who are reduced to the title of \*Driver-Operator.
2. Class seniority in the titles of \*Driver-Operator and Street Services Worker shall be used to make temporary job assignments for Heavy Equipment Operator positions in the Street Maintenance Division.
3. Assignment to primary driving jobs will be made by class seniority. A minimum of 75% of the primary driving jobs will be assigned by class seniority from Driver-Operator or Street Service Worker Classifications.

The forty (40) employees with the most seniority who hold a Commercial Driver's License will be represented by the Teamsters Local 120. These employees will receive a \$0.25/hour premium.

The fifteen (15) employees who hold the HEO classification with the most hours worked will be represented by the Operating Engineers Local 49.

4. Assignment to a shift eligible for shift differential premium pay shall be made based on class seniority. Senior employees in the affected class shall not be required to accept such assignment if there are employees in such class with less class seniority.
5. Regular assignments to the night shift or weekend shift shall be bid seasonally by seniority. Winter season bids shall be made between October 15th and November 15th each year. Summer season bids shall be made after the full spring call back. The hours of each shift shall be defined on the bid sheet. Employees assigned a shift by seniority shall remain on that shift for the duration of the season, unless the shift is discontinued or mutually agreed to by the employee and the Department. The complaint assignments shall be bid annually to employees who meet qualifications. If an employee fails to meet the expectations of the position, it will be re-bid.
6. Temporary vacancies on a shift shall be made by upgrading the senior eligible employee on the shift, who holds the title for the assignment. Should additional assignments become necessary, they shall be made by classification seniority from a temporary vacancy list. An employee may add or remove his/her name from this vacancy list at any time. If a temporary vacancy cannot be filled from the vacancy list, the position will be filled from the master seniority list.



## **APPENDIX C – General Policies Regarding Seniority (Continued)**

### **B. Division of Parks and Recreation**

1. Class seniority in the Groundswoker and \*Driver-Operator titles shall take precedence over the Parks Worker title in filling Groundswoker and \*Driver-Operator positions respectively. In the event of a layoff in the title of Groundswoker or in the title of Parks Worker, for employees who are certified to the title of Groundswoker and who are then certified to the new title of Parks Worker, their seniority in the title of Groundswoker shall prevail.
2. Assignment to a shift eligible for shift differential premium pay shall be made based on class seniority. Senior employees in the affected class shall not be required to accept such assignment if there are employees in such class with less seniority.
3. Assignment to primary driving jobs will be made by class seniority. A minimum of 75% of the primary driving jobs will be assigned by class seniority from Driver-Operator or Parks Worker Classifications.

The two (2) employees with the most seniority who hold a Commercial Driver's License will be represented by the Teamsters Local 120. These employees will receive a \$0.25/hour premium.

### **C. Water Utility**

The following procedures will be used to determine the selection of personnel for overtime work assignments. The selection of personnel will vary somewhat due to varying circumstances. This policy shall apply to all bargaining unit titles.

#### **JOB ASSIGNMENTS:**

1. Job assignments for members of the Tri-Council at the Distribution Division of the Water Utility will be made using the following criteria:
  - a. Short term (less than the full winter or summer cycle) assignments will be made at managements' discretion.
  - b. Full term (the entire normal winter or summer cycle) assignments will be made on the basis in a given title when openings occur on a particular crew. If there will be an opening for a full cycle on a crew, management will ask those employees working the same title as that opening if they are interested in the position. This will be recorded, and the most senior employee working in that title interested in the job will be given the position, provided the employee is qualified. Should management have valid reasons not to appoint this candidate to the position, those reasons shall be given to the candidate in writing. If no one is interested in a position, the assignment will be made to the least senior Employee regularly working that title.
  - c. Definitions for this section:
    1. Seniority used shall be Class Seniority per 11.1B.
    2. "Normal" working cycles for the Utility are late November to late March (winter) and late March to late November (summer).
    3. An "Opening" is defined as a vacancy on a crew expected to last at least one entire cycle.
      - a. If a short term assignment is made and the time arrives to make assignments for the next cycle, management will review the assignment to determine whether it will be considered an "opening" or not. If it is considered an opening, Section B shall be followed.

## **APPENDIX C – General Policies Regarding Seniority (Continued)**

2. Assignment to primary driving jobs will be made by class seniority. A minimum of 75% of the primary driving jobs will be assigned by class seniority from Driver-Operator – Water Utility or Water Utility Worker I classifications.

The six (6) employees with the most seniority who hold a Commercial Driver's License will be represented by the Teamsters Local 120. These employees will receive a \$0.25/hour premium.

3. Any employee required to load and scrape (using a backhoe) their own truck will be paid one hour of HEO pay per eight hour shift. Overtime hours will be prorated to the nearest quarter hour.

## APPENDIX D – General Policies Regarding Overtime

The following are general policies regarding the assignment of overtime.

### A. Department of Public Works

#### 1. Sewer Maintenance Division

It is the policy of the Sewer Maintenance Division to assign overtime in a way which is both fair to all employees and efficient for the administration of this division. In order to implement this policy the following guidelines will be used by the supervisor in charge of setting up crews to work overtime.

- a. An **OVERTIME AND CALL OUT SCHEDULE** will be maintained. Names will be listed in order of seniority. This list will be updated periodically. When people are called from this list, they will be called by title in order of seniority with the following exceptions:
  1. A person who is on **sick leave** will not be called unless no one else is available.
  2. A person who is on **vacation** will not be called unless all people on the list who worked that day are unavailable for overtime. In the case of overtime during the weekend, those people who worked on Friday will be called first.
  3. People paid under a certain title during the workday will be called out for overtime under that title. If enough laborers or service workers cannot be found or if a jet operator is needed, then people who worked a different title that day may be called.
  4. If a supervisor gets a call during the workday on a job that may go into overtime, he/she will assign the crew that is most available at that time to do the job.
  5. If a crew is on the job and that job has to go into overtime, that crew will work the overtime. If this happens on a Friday and it will be necessary to work during the weekend, that same crew will be called first. The only exception will be for steaming during the weekend, in which case crews will be set up by seniority.
  6. Employees on light duty are not eligible for overtime.
- b. It will be up to the supervisor who checks out the complaint to determine what equipment is needed and to call out a crew to complete the job.
- c. Nothing in this policy will prevent a supervisor from deviating from this policy when, in his/her judgment, an emergency exists or it is in the best interest of the division to do so.

## **APPENDIX D – General Policies Regarding Overtime (Continued)**

### **2. Street Maintenance Division**

- a. Week-end and Holiday overtime will be assigned by seniority, from a posted sign-up list. This procedure will be used only when all Heavy Equipment Operators, \*Driver-Operators and Street Service Workers have been assigned to work 40 hours. The assigned crew that starts a job shall continue on the job, when overtime is required to finish the job. If the job requires the week-end to finish, the original assigned crew will be assigned to finish the job.
- b. \*Driver-Operators, Heavy Equipment Operators or Street Service Workers temporarily assigned for more than one week to other divisions (including for this purpose, the asphalt plant) or to other departments, shall be moved to the bottom of the Street Maintenance Division seniority list for purposes of overtime for the duration of the assignment.
- c. The Dispatcher will take up to two (2) phone numbers for each employee to be put on the seniority list. When work is available the Dispatcher will start calling from the top of the seniority list. The calls will be made with no waiting between calls and first to answer will get the work. When a message is left, available work will go to the first to respond.
- d. If an employee is off a day for vacation, floating holiday, or comp time, he/she will be eligible to be called for overtime work that starts after the conclusion of the regular work day. If an employee is off a day for sick leave, he/she will not be called for overtime work until the following day. If an employee is off sick on the last day of the regular work week, he/she may be called for overtime work, on his/her two regular days off, if he/she has called in to return to work. If that employee, is then off sick on the first day of his/her work week he/she will need a doctor's certificate to be paid for that day.

### **B. Division of Parks and Recreation**

#### **1. Parks Maintenance Section**

Overtime assignment within the Parks Department will be made within crews by classification seniority to employees qualified to do the work. Disputes arising from these assignments may be appealed up to and including Step 3 of the grievance procedure of this Agreement.

- a. When overtime is required and a crew does not have enough employees to cover the event, the supervisor will fill the crew first using crew seniority involving employees under his/her budget authority and then will have the option to choose the crew he/she deems most appropriate.
- b. For the purpose of this section an employee assigned to a building or facility alone will be deemed a crew of one.

#### **2. Forestry Section**

A sign up list will be circulated prior to each weekend during the storm season. Employees that will be available for emergency call out work during that weekend will so indicate on the sign up sheet.

## **APPENDIX D – General Policies Regarding Overtime (Continued)**

Attempts will be made to call out employees in the order of their seniority, however, conditions may prevail that prevent this in order to provide for a response to an emergency situation. If a crew is on storm damage clean up during normal working hours, that crew may continue after the eight hour work day has ceased until the Supervisor dismisses the crew.

### **C. Saint Paul Regional Water Services\***

The following procedures will be used to determine the selection of personnel for on-call and overtime work assignments. These procedures shall apply to all bargaining unit titles.

#### **OVERTIME LIST SELECTION PROCEDURES -- DAY CREWS**

##### **OVERTIME LIST ELIGIBILITY:**

1. A person holding more than one title shall use his/her normal working title for the overtime list.
2. If a person is off a day for vacation, floating holiday or compensatory time, he/she will, be eligible to be called for overtime work that starts after the conclusion of their regular work day. If an employee is off a day for sick leave for themselves, he/she will not be called for overtime work until the following day. If an employee is off a day for sick leave for a family member, they must indicate if they are available for overtime after the work day when they report their sick leave in the morning. If an employee is off sick on the last day of the regular work week, he/she may be called for overtime work on his/her two regular days off if he/she has called in to return to work. If that employee, is then off sick on the first day of his/her work week, he/she will need a doctor's certificate to be paid for that day. Any employee that does not work when forced because they are sick must provide a medical certification before returning to work.
3. Anyone working sixteen (16) consecutive hours or more will not be assigned to work a new overtime job until an eight (8) hour rest period is completed. Employees who are on-call and are sent home under this rule will still be paid the on-call pay for that day. When an employee is on-call and not eligible to work under this rule, management shall schedule a replacement to be on-call, per seniority.

##### **ON CALL CREW:**

A minimum of one (1) crew will be on call each week for the entire year. Sign up for the winter and summer seasons will be completed at separate times. The winter season is defined as Thanksgiving until the first Wednesday in April. The summer season is from the end of the winter season until the Wednesday before Thanksgiving.

Each crew will consist of a minimum one (1) HEO, one (1) Driver-Operator/WUWI represented by Local 120, two (2) WSWII's and a WUWI represented by Local 363.

##### **1. Winter Season**

- a. On or around November 1<sup>st</sup>, sign up will be done for the entire winter season on a rotating seniority basis. Sign-ups will be for a period of one week. It is mandatory for all employees to select on call weeks. Senior employees can opt out when the number of on call weeks remaining is less than the number of lower seniority employees in that title. Employees may only sign up in their primary title. All weeks must be filled.

##### **2. Summer Season**

- a. On or around March 15, sign up will be done for the entire summer season on a rotating seniority basis. Sign-ups will be for a period of one week. It is optional for all employees to select on call weeks for the summer season. Employees may only sign up in their primary title.

## **APPENDIX D – General Policies Regarding Overtime (Continued)**

All weeks must be filled. If weeks remain open after all the optional selections are completed, the open weeks will be filled by reverse seniority for that title. If multiple weeks are open, the least senior employees equal to the number of remaining open weeks will be required to select a week. This group will select open weeks in seniority order.

### **ON CALL PAY**

- Monday-Friday (3:30 p.m. -7:00 a.m.) One (1) hour at one and a half (1.5) times the employees base pay rate, per day
- Saturday or Sunday (7:00 a.m. -7:00 a.m.) Two (2) hours at one and a half (1.5) times the employees base pay rate, per day
- Holidays (7:00 a.m. -7:00 a.m.) Three (3) hours at one and a half (1.5) times the employees base pay rate, per day

### **On Call Pay After Sick Leave:**

- Sick self – not eligible for on call pay until return to work.
- Sick family – eligible if they indicate they would be available at 3:30 p.m. when they call in in the morning.
- Employees must call in a return to work by 2:30 p.m. if they call in sick on the last day of the work week to be eligible for on call pay over the weekend.
- Any employee signed up for on call that calls in sick must provide a medical certification before returning to work.

### **Vacation/Sharing On-Call Weeks:**

- If an employee signs up for the on-call crew and later requests vacation time, or can't work part of their on-call week, the employee is responsible to find a replacement in advance. The replacement is subject to management approval.

On call pay is paid when an employee is signed up for on call whether they work or not, except when otherwise ineligible to work (eg. sick self, light duty, etc).

### **WHEN NO ON-CALL CREW IS AVAILABLE AND/OR WHEN ADDITIONAL CREWS ARE NEEDED:**

#### **NOTIFICATION PROCESS**

- 1) A mass notification by text, phone message, and/or email will be sent to all qualified employees for the title(s) required for overtime work.
  - All Certified Water System Worker IIs- if no volunteers or not enough, offer to the following:
    - Certified Water Utility Worker I's that are eligible
    - Any Tri-Council employee who previously held the WSWII title
  - All Certified Driver/Operators\* & WUWIs in Local 120, if no volunteers or not enough, offer to the following:
    - Certified Heavy Equipment Operators
    - SPRWS Water System Worker II's and Water Utility Worker I's who hold a CDL and are in the drug pool



## **APPENDIX D – General Policies Regarding Overtime (Continued)**

- All Full Time Certified Heavy Equipment Operators- if no volunteers or not enough, offer to the following:
  - All other SPRWS employees who hold the HEO title (dual title)
- 2) Employees interested in working the overtime must respond that they are available for overtime within fifteen (15) minutes of notification. During the workday, employees must respond within thirty (30) minutes of the notification. Supervisors will be instructed to inform crews of the notification.
- 3) Employees volunteering for overtime work will be selected in the following order:
  - WUWI, WSWII and Driver/Operators - Weekly rotating seniority list of employees currently holding the title(s). Distribution employees working in other Divisions during the winter season will be included on the lists.
  - HEO's - All calls will be made based on seniority.
- 4) For HEO's and Driver/Operators – If there are not enough volunteers for overtime, the least senior employee will be required to work.  
For WUWI's and WSWII's - If there are not enough volunteers for overtime, the employee with the fewest overtime hours worked as of the previous pay period in the season in their title will be forced to work.
- 5) Mass notification will be sent out naming the employees selected for overtime. Employees selected must confirm that they will be reporting at the designated start time.
- 6) The City must do a new notification for overtime to all eligible employees if forming a second crew when more than an hour has passed since the previous notification.

### **Job Continues Past Normal Working Hours:**

In cases where a job cannot be completed during normal working hours and the decision is made to continue the job into overtime, all crew members are expected to work the overtime. This includes

work that a crew sets up to be completed on nights/weekends. Temporary workers may stay on a job if the job is not expected to last more than an hour beyond normal working hours M-F.

If rare prior commitments or an emergency prohibit crew members from working the overtime they must inform the supervisor at the start of their shift. Management will find a replacement following the processes described below:

- Management shall replace the employee(s) not available to work overtime and all temporary employees with the employee(s) on the on call crew. In situations where more than one employee holding the same title is on call, the senior employee shall first be offered the overtime opportunity. The least senior employee on the on-call crew shall be required to work if the more senior employee(s) pass. Management will make a good faith effort to assign employees on call to the job expected to go the longest.
- During times when the on-call crew is already assigned elsewhere and there is an additional need the City shall find a replacement in accordance with the above Notification Process.
  - For WUWI's and WSWII's - If no voluntary replacement is found, a temporary employee assigned to the crew will be permitted to continue working. If there is no volunteer or no temporary employee, the employee with the least amount of overtime hours as described in the Notification Process will be required to work.

## **APPENDIX D – General Policies Regarding Overtime (Continued)**

- For HEO's - If the job continues into overtime, any probationary HEO shall be replaced at 3:30 p.m. if certified HEOs volunteer for the overtime.
- Driver/Operators - If the job continues into overtime all Driver Operators shall be replaced at 3:30 p.m. If there are multiple overtime jobs on a normal working day, the truck driver up on a weekly rotating basis shall be switched to the job anticipated to last the longest. This shall be done when the job he/she is presently working has been completed, or at some practical point.

### **All Other Overtime Situations:**

For all other overtime situations, employees will be selected for overtime in accordance with the Notification Process section.

### **OVERTIME LIST SELECTION PROCEDURES – DISPATCH (All shifts including day, evening, and night)**

The following procedures will be used for Dispatch overtime.

1. A CDW will be called from a rotating CDW overtime list when needed. The employee that works will rotate to the bottom of the list.
2. A WUW II will be called from a rotating WUW II overtime list when needed. The employee that works will rotate to the bottom of the list. In the event a replacement is not found using the WUWII OT list, the following replacement process shall be used in the following order.
  - a. (1) CDW OT list, (2) WSWII based on seniority, (3) WSWII On Call.

If a person is missing on the evening shift and a large amount of work is carried forward from the day shift into the evening, a day shift WUW II may be kept to help clear up the backlog or a replacement called in at management's option.

During the period from November 24 to March 26, it is management's intention to maintain a three (3)-person dispatch crew during the evening shift and a two (2)-person dispatch crew during the night shift based on availability of existing Water Utility Worker I employees if so used.

### **VADNAIS STATION/HIGHLAND OVERTIME PROCEDURES:**

#### **Water Utility Worker I**

The following procedures shall be used to determine the selection of personnel for overtime work assignments:

- (1) All overtime will be approved by the Supply System Field Supervisor
- (2) The Supply System Supervisor will call personnel for overtime.
- (3) Personnel will be called in for overtime based on seniority. There are exceptions/clarifications to this rule as outlined below:
  - a. Regular assigned Vadnais employees will be placed at the top of the call out list. Distribution employees assigned to Vadnais for the winter will be added to the bottom of the list.
  - b. When a crew is on a job that goes into overtime, that crew will continue the job until it is suspended for the day. If a crew member is unable to stay the call out list will be used to determine the replacement.

**NOTE:** Management reserves the right to operate differently in emergency situations from the above procedures. Every effort will be made to follow the above procedures.