2023 - 2025

COLLECTIVE BARGAINING AGREEMENT

- between -

THE CITY OF SAINT PAUL

- and -

SAINT PAUL SUPERVISORS' ORGANIZATION

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PREAMBLE

This Agreement is entered into between the City of Saint Paul, hereinafter referred to as either the "Employer" or the "City," and the Saint Paul Supervisors' Organization, hereinafter referred to as the "Organization", for the purpose of fostering and promoting harmonious relations between the Employer and the Organization in order that a high level of public service can be provided to the citizens of the City.

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

The provisions of this Agreement shall not abrogate the rights and/or duties of the Employer, the Organization, or the employees as established under the provisions of the Public Employee Labor Relations Act of 1984, as amended.

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Saint Paul Supervisors' Organization as the exclusive representative for the White Collar Supervisory Employees of the Professional Group, and certain Unclassified Supervisory Employees, as certified by the State of Minnesota, Bureau of Mediation Services, on December 11, 1973, in BMS Case No. 74-PR-207A and as revised by Unit Clarification proceedings in BMS Case Nos. 74-PR-414-A. and 78-PR-500-A dated April 16, 1977 and December 7, 1977, respectively.
- 1.2 New classifications which are within the scope and definition of the Organization's certification as stated in Article 1.1 above shall be recognized as part of this bargaining unit. Disputes which may arise between the Employer and the Organization over the inclusion or exclusion of any job classifications may be referred by either Party to the Commissioner, Bureau of Mediation Services, State of Minnesota, for determination in accordance with applicable statutory provisions. Determination by the Commissioner shall be subject to such review and determination as is provided by statute and such rules and regulations as are promulgated thereunder.
- 1.3 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 – SAVINGS CLAUSE

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

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.1 The Organization 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.
- 3.2 The employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but which are not limited to, such areas of discretion or 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 4 – CHECK OFF

- 4.1 The Employer shall deduct the Organization's membership initiation fee assessments and monthly dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Organization and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.
- 4.2 The Employer shall notify the Organization's President, in writing, of the names and job classifications of employees coming within the established scope and definition of the Organization's bargaining unit through new employment or by promotion.
- 4.3 The Organization shall indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

ARTICLE 5 – WORK SCHEDULES

- 5.1 All bargaining unit employees are exempt from the overtime pay provisions of the federal Fair Labor Standards Act and similar state legislation as executive or administrative employees and are salaried employees of the City who are not compensated on an hourly basis. The provisions of Section 28H (Overtime Compensation) of the Saint Paint Civil Service Commission Rules shall not apply to employees in this bargaining unit.
- 5.2 The normal work schedule for full-time employees covered by this Agreement shall consist of a minimum of eighty (80) hours within each biweekly payroll period. An employee is generally expected to be working during the normal business hours established by the Employer for the employee's work group, subject to the leave provisions of this Agreement, applicable Civil Service Rules and applicable state and federal statutes. Due to the nature of their work, however, the job duties of persons in this bargaining unit may require the employees to work irregular hours, and work on holidays and weekends. Such work requirements are considered an integral part of the job. Therefore, maintaining consistent starting and quitting times and scheduling specific numbers of hours worked in any day or week may be impossible. Where their assigned duties and responsibilities permit, however, and where their Department Head or Supervisor approves, bargaining unit employees may exercise reasonable and prudent discretion in scheduling or varying the times at which their work is performed.
- 5.3 Employees represented by this bargaining unit are not eligible to accrue compensatory time. The City as a public sector employer will follow all applicable state and federal laws and regulations regarding FLSA-exempt public sector employees.

ARTICLE 5 – WORK SCHEDULES (Continued)

5.4 Performance pay means an annual lump-sum payment which does not increase the employee's base salary. The Director of the employee's department, with the approval of the Director of Human Resources, based upon such performance measures as they deem appropriate, may award to an eligible employee performance pay of up to five (5) percent of the employee's base annual salary.

Performance pay may be awarded as recognition for exceptional performance, significant contributions, and substantial accomplishments well beyond normal or regular work responsibilities. Performance pay does not increase the base salary nor serve as a means to give a larger annual increase. Performance pay is given at the discretion of management. Examples of situations where performance pay may be given include significant contribution and/or substantial accomplishment associated with:

- Major projects or initiatives (e.g., system implementation, new program implementation, and audits by certifying agencies, funding agencies, or government agencies)
- Significant cost saving or cost avoidance realized beyond normally expected or established standards
- Extraordinary effort during times of critical department need (e.g., meeting critical deadline that could otherwise have an adverse impact on critical business operations or major project)
- Contribution that clearly and significantly impacts the accomplishment of important and critical business operational goals, deliverables and/or timelines.

Performance pay is not appropriate for:

- Outstanding or excellent performance of ongoing, normal or regular job duties and responsibilities as well as achievements that may be reasonably expected from a staff member. These should be recognized as part of the annual performance and salary review process
- Staff effort or work time that has no significant impact on a major project or initiative, or critical business need
- Recognizing a staff member's long term service, loyalty or commitment
- Accomplishment of personal and career goals, skills and competencies, professional degree, certification, and registration

Documentation that supports the decision to award performance pay is required and must be maintained in the employee's personnel file. The documentation must demonstrate how the employee's performance is aligned with the criteria above. The Department and Human Resources Directors' decisions are not subject to the Article 10 - Grievance Procedure.

5.5 For employees who wish to share a position, the Employer will attempt to provide options for implementing a sharing arrangement. Such an arrangement must be mutually agreed upon by the Employer and the employees involved. Vacation, holiday and sick leave benefits for employees who share a position shall be pro-rated based upon the percent of hours worked. Health insurance benefits shall be administered in accordance

ARTICLE 5 – WORK SCHEDULES (Continued)

with the provisions of Article 13 of this Agreement. In the event that one of the employees participating in the shared position is terminated or terminates employment, the Employer shall post the job sharing vacancy for a period of ten (10) days. If, after ten (10) days, such vacancy cannot be filled, the Employer shall have the option of increasing the remaining employee's work hours.

- 5.6 Article 5.5 shall not be subject to the provisions of Article 10 (Grievance Procedure) of this Agreement.
- 5.7 The 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.

ARTICLE 6 – SENIORITY

- 6.1 Seniority, for the purposes of this Agreement, shall be defined as follows: The length of continuous, regular and probationary service with the Employer from the date an employee was first certified and appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee's rank on the eligible list from which the certification was made.
- 6.2 Seniority shall terminate when an employee retires, resigns, or is discharged.
- 6.3 In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title within each department based on inverse length of seniority as defined above. The Office of Human Resources will identify such least senior employee in the title in which there is to be a lay-off in the department reducing positions, and shall notify said employee of his/her reduction from the department. If there are any vacancies in that title in any other City department, the Office of Human Resources shall place the affected employee in such vacancy. If two or more vacant positions are available, the Office of Human Resources shall decide which vacant position the affected employee shall fill. If no vacancy exists in such title, then the least senior employee in the affected department shall be laid off. For the purpose of this article, the Board of Education is not considered a City department nor is a Board of Education employee considered a city employee.

ARTICLE 6 – SENIORITY (Continued)

- 6.4 If the employee to be laid off as a result of Article 6.3 above is in a title in a promotional series and has held lower titles in the series in this or any other bargaining unit, such employee will be offered a reduction to the highest of these titles within the department to which classification seniority as defined in Article 6.1 above would keep them from being laid off. This Article 6.4 shall not be effective until and unless the St. Paul Professional Employees Association, AFSCME Clerical Local 2508, and AFSCME Technical Local 1842 collective bargaining agreements have corresponding language. Until such corresponding language is included in such bargaining agreements, the provisions of this Article 6.4 shall be applicable only to the extent that such reductions may be offered only to previously held lower titles within the department in the series which are in this bargaining unit.
- 6.5 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff. It is understood that such employees will pick up their former seniority date in any class of positions that they previously held.
- 6.6 To the extent possible, vacation periods shall be assigned on the basis of seniority. It is, however, understood that vacation assignment shall be subject to the ability of the Employer to maintain operations.
- 6.7 Effective January 1, 2014, classifications represented by this bargaining unit shall not be subject to promotions rights established by Civil Service Rules 8 and 14.

ARTICLE 7 – NON-DISCRIMINATION

7.1 The provisions of this Agreement shall be applied equally by the Employer and the Organization to all employees covered by this Agreement in accordance with applicable city, state and federal law.

ARTICLE 8 – DISCIPLINE

8.1 The Employer will discipline employees for just cause only. Discipline may be in any of the forms listed below:

Oral reprimand; Written reprimand; Suspension; Reduction; Discharge.

- 8.2 All disciplinary actions, except oral reprimands, will be in written form.
- 8.3 Employees and the Organization will receive copies of written reprimands and notices of suspension, discharge and reductions.
- 8.4 Employees may examine all information in their Employer personnel files. Files may be examined at reasonable times.

ARTICLE 8 – DISCIPLINE (Continued)

- 8.5 An employee to be questioned concerning an investigation of disciplinary action shall have the right to have an Organization representative be present during such interview.
- 8.6 Only Written Reprimands, Suspensions, Reductions, and Discharges shall be grievable under the terms of Article 10 Grievance Procedure. After one (1) year of no discipline from the date of an oral reprimand, said reprimand will not be used against the employee as part of any progressive discipline.
- 8.7 The Organization shall have no obligation or ability to challenge discipline for conduct occurring while an employee is employed in a job classification not represented by the Organization. This limitation does not apply with regard to an employee whose permanent job classification is represented by the Organization and who is serving in another job classification in an "out of title" capacity.

ARTICLE 9 – LEGAL SERVICES

- 9.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, Employer shall defend, hold harmless and indemnify employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of employee's duties.
- 9.2 Notwithstanding Article 9.1, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the Plaintiff.
- 9.3 Each employee, after receiving notice of (1) a claim, demand, action, suit or proceeding against him/her, or (2) a judgment, verdict, finding or determination, either of which arises out of alleged or found acts or omissions occurring in the performance or scope of the employee's duties, shall notify the City Attorney, in writing, of such notice as soon as possible and practical after receiving the notice but in no event later than three (3) business days after receipt thereof.

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances arising from this Agreement or arising from terms and conditions of employment in the City of St. Paul Civil Service Rules and Salary Plan and Rates of Compensation. Matters governed exclusively by the Civil Service Rules shall be referred to the Civil Service Commission.
- 10.2 The Employer will recognize representatives designated by the Organization as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Organization shall notify the Employer in writing of the names of such Organization Representatives and of their successors when designated. The Employer shall notify the Organization in writing as to its designated representatives.

ARTICLE 10 – GRIEVANCE PROCEDURE (Continued)

- 10.3 It is recognized and accepted by the Organization and the Employer 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 normal working hours when consistent with such employee duties and responsibilities. The aggrieved employee and an Organization representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Organization Representative have notified and received the approval of designated supervisor and provided that such absence is reasonable and would not be detrimental to the work program of the Employer. It is understood that the Employer shall not use the above limitation to hamper the processing of grievances.
- 10.4 Grievances, as defined by Paragraph 10.1, shall be resolved in conformance with the following procedure:
 - Step 1 An employee claiming a violation concerning the interpretation or application of this Agreement shall notify the Organization as soon as possible. If the Organization determines the claim to have merit, it shall, within twenty-one (21) calendar days after such alleged violation has occurred, be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be presented by the Organization to the Employer-designated Step 1 representative. After meeting with the Organization, the Employer-designated representative shall give the Organization the Employer's Step 1 answer in writing within ten (10) calendar days following the meeting with the Organization within ten (10) calendar days of receipt of the Employer's Step 1 answer shall be considered waived.
 - Step 2 If appealed from step 1, the written grievance shall be presented by the Organization and discussed with the Employer-designated Step 2 representative (Labor Relations). The Employer-designated representative shall give the Organization the employer's answer in writing within ten (10) calendar days after the Step 2 meeting. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Organization within ten (10) calendar days shall be considered waived.

Optional Mediation Step

1. If the grievance has not been satisfactorily resolved at Step 2, either the Organization or the Employer may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the Parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment unless the parties mutually agree to lengthen the time limit.

ARTICLE 10 – GRIEVANCE PROCEDURE (Continued)

- 2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
- 3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
- 4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
- 5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the out-come. 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 3 If the grievance remains unresolved, the Organization may within ten (10) work days after the response of the Employer in Step 2, by written notice to the Employer, request arbitration of the grievance. The parties may mutually agree upon an arbitrator to hear and decide the dispute. If, however, the parties are unable to so agree, either of them may request the Bureau of Mediation Services, State of Minnesota (BMS), to provide a list of seven (7) qualified arbitrators from the roster maintained for such purposes by BMS. The Employer and the Organization shall alternately strike names from the list until only one name remains; that of the selected Arbitrator. Unless the parties agree to the contrary, the party who strikes the first name from the list shall be determined by the flip of a coin. Should the parties fail to strike and arbitrator within 21 days of receiving the list of arbitrators from BMS, the party not responsible for the delay may, not less than 24 hours after giving final written notice to the delaying party, select the arbitrator from the BMS list.
- 10.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Organization provided that each party shall be responsible for compensating its own representatives and witnesses.
- 10.6 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. If, prior to the hearing, both parties request a verbatim record of the proceedings the cost shall be shared equally.

ARTICLE 10 – GRIEVANCE PROCEDURE (Continued)

10.7 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer.

If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Organization may elect to take the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Organization.

- 10.8 A grievance may be initiated by the Organization using either the grievance procedure of this Agreement or by the provisions of the Civil Service Rules of the City of Saint Paul within limitations of 10.1 above.
- 10.9 If a grievance is initiated through this grievance procedure it shall not again be submitted for determination under the Civil Service Rules. If an issue is submitted for determination through the provisions of the Civil Service Rules it shall not again be submitted for arbitration under this grievance procedure.

ARTICLE 11 – WAGES

- 11.1 The wage schedule for the purposes of this Agreement is set forth in Appendix A, which is made a part of this Agreement as if more fully set forth herein.
- 11.2 The salary rates shown in Appendix A reflect the following:

Effective January 1, 2023 (or closest pay period), the wage schedules in Appendix A for all Grades shall be amended from the wage schedules previously in effect as follows:

Step 1 shall be deleted from all grades. Any employees at Step 1 will be moved to Step 2 and steps shall be renumbered. With the exception of Grade 24T, all Steps shall be annual steps. Employees shall be eligible for step progression in accordance with Section 11.5, below.

Effective March 1, 2023 (or closest pay period), all remaining Steps for all grades shall be increased by 3.5%. Effective January 1, 2024 (or closest pay period), all steps for all Grades shall be increased by 2.5%. Effective January 1, 2025 (or closest pay period, all steps for all Grades shall be

- increased by 2.5%.
- 11.3 Increases in compensation shall be paid retroactively to the effective date for individuals employed as of the date of signing of the agreement.
- 11.4 Effective January 1, 2024 (or closest pay period), employees who are in paid status shall be eligible to receive longevity incentive pay according to the following schedule in addition to other compensation payable under this agreement:

ARTICLE 11 – WAGES (Continued)

Completed Years of Service	Bi-weekly Amount
10 years	\$10
15 years	\$20
20 years	\$30

Longevity payments will align with employer's regular wage payments pursuant to employer payroll practices. These longevity amounts will increase in 2025 and thereafter by the same percentage and on the same effective date as the across-the-board wage increases.

11.5 Notwithstanding any provision of the City's Salary Plan and Rates of Compensation to the contrary: an employee (other than employees in a job classification compensated at Grade 24T) shall be eligible to progress to the next step on the wage schedule for their job classification upon completing 2080 hours in paid status in their current classification.

An employee in a job classification compensated at Grade 24T shall be eligible to progress to the next step pursuant to the salary schedule as follows:

- 11.5(a): Grade 24T, steps 1, 2, 10 and 11 are annual and require 2080 hours in paid status in the classification.
- 11.5(b): Grade 24T, steps 3 through 9 are 6-month steps and require 1040 hours in paid status in the classification.
- 11.6 Effective January 1, 2025 (or closest pay period), and continuing thereafter, the maximum compensation payable to employees shall be nine percent (9%) above the top step of the wage schedule for each Grade. An employee's eligibility to be compensated above the top step and the amount of compensation payable to such eligible employees shall be determined in accordance with the Performance-Based Compensation Plan attached hereto as Appendix B.

ARTICLE 12 – LEAVES OF ABSENCE

- 12.1 Employees may request paid or unpaid leaves of absence in accordance with the applicable provisions of state and federal law or regulation and Saint Paul Civil Service Rules.
- 12.2 In addition to such leaves of absence as may be granted pursuant to law, regulation or civil service rule, employees may be granted personal leaves of absence without pay or benefits where the Employer's operation will not be unreasonably disrupted as a result. Personal leaves of absence shall not exceed twelve (12) months in duration and shall be granted in the Employer's sole discretion which shall not be subject to review under the grievance/arbitration provisions of this Agreement.
- 12.3 A full-time employee may be granted up to four hundred eighty (480) hours of voluntary leave of absence without pay during the fiscal year. During such leave of absence, the employee shall continue to earn and accrue vacation and sick leave, seniority credits and maintain insurance eligibility as though he/she was on the payroll. Any leave of absence granted under this provision is subject to the approval of the Department Head.

ARTICLE 13 – INSURANCE

13.1 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.

13.2 Active Employee Insurance

Effective **January 2023**, 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:

2022 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2023, after any plan design changes; employees shall be responsible for the 2022 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2023, after any plan design changes.

Based on the proposed Medica RFP quotes, this results in the following Employer contributions:

- Single: \$683.22, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program). Employee share: \$19.34/month.
- Family: \$1,611.16, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program). Employee share: \$223.16/month.

Elect Plan/Vantage Plus ACO Plan:

The lesser of the Employer's contribution for the Choice Passport Plan for 2023; or the actual cost of the Elect Plan/Vantage Plus ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on the proposed Medica RFP quotes for the Choice Passport Plan, this results in the following Employer contributions:

Single: \$632.74, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program). Employee share: \$0.00/month.

Family: \$1,611.16 plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program). Employee share: \$41.40/month.

Park Nicollet ACO Plan:

The lesser of the Employer's contribution for the Choice Passport Plan for 2023; or the actual cost of the Park Nicollet ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on the proposed Medica RFP quotes for the Choice Passport Plan, this results in the following Employer contributions:

- Single: \$628.90, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program). Employee share: \$0.00/month.
- Family: \$1,611.16, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program). Employee share: \$31.40/month.

Passport Copay Plan:

Single: \$398.88 (Employee share: \$499.12/month) Family: \$748.22 (Employee share: \$1,607.36/month)

Effective **January 2024**, 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:

2023 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2024, after any plan design changes; employees shall be responsible for the 2023 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2024, after any plan design changes.

Based on a 7.5% premium increase, this results in the following Employer contributions:

- Single: \$726.70, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2023 Wellness Program). Employee share: \$28.56/month.
- Family: \$1,724.68, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2023 Wellness Program). Employee share: \$247.24/month.

Elect Plan/Vantage Plus ACO:

The lesser of the Employer's contribution for the Choice Passport Plan for 2024; or the actual cost of the Elect Plan/Vantage Plus ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 7.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

- Single: \$680.18, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2023 Wellness Program). Employee share: \$0.00/month.
- Family: \$1,724.68 plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2023 Wellness Program). Employee share: \$51.82/month.

Park Nicollet ACO Plan:

The lesser of the Employer's contribution for the Choice Passport Plan for 2024; or the actual cost of the Park Nicollet ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 7.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

- Single: \$676.06, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2023 Wellness Program). Employee share: \$0.00/month.
- Family: \$1,724.68, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2023 Wellness Program). Employee share: \$41.06/month.

Passport Copay Plan:

Single: \$398.88 (Employee share: \$566.48/month) Family: \$748.22 (Employee share: \$1,784.02/month)

If the actual premiums for 2024 differ from the estimate upon which these contributions are based, the employer and employee contributions will be adjusted to reflect the negotiated cost sharing percentages as applied to the actual premiums for all plan options other than the Passport Copay Plan.

Effective **January 2025**, 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:

2024 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2025, after any plan design changes; employees shall be responsible for the 2024 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2025, after any plan design changes.

Based on an 8.5% premium increase, this results in the following Employer contributions:

- Single: \$779.64, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2024 Wellness Program). Employee share: \$39.78/month.
- Family: \$1,862.94, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2024 Wellness Program). Employee share: \$276.56/month.

Elect Plan/Vantage Plus ACO Plan:

The lesser of the Employer's contribution for the Choice Passport Plan for 2025; or the actual cost of the Elect Plan/Vantage Plus ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on an 8.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

- Single: \$738.00, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2024 Wellness Program). Employee share: \$0.00/month.
- Family: \$1,862.94 plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2024 Wellness Program). Employee share: \$64.56/month.

Park Nicollet ACO Plan:

The lesser of the Employer's contribution for the Choice Passport Plan for 2025; or the actual cost of the Park Nicollet ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on an 8.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

Single: \$733.52, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2024 Wellness Program). Employee share: \$0.00/month.

Family: \$1,862.94 plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2024 Wellness Program). Employee share: \$52.88/month.

Passport Copay Plan:

 Single:
 \$398.88
 (Employee share: \$648.54/month)

 Family:
 \$748.22
 (Employee share: \$1,999.26/month)

If the actual premiums for 2025 differ from the estimate upon which these contributions are based, the employer and employee contributions will be adjusted to reflect the negotiated cost sharing percentages as applied to the actual premiums for all plan options other than the Passport Copay Plan.

13.3 For each eligible employee who has elected health insurance coverage, the Employer agrees to provide life insurance in an amount equal to \$50,000. Employees who provide proof of alternate coverage may waive participation in the Employer's health insurance plan. Employees who waive participation in the Employer's health insurance plan shall still be eligible for life insurance benefits, including the Employer contribution thereon, and to participate in any optional insurance coverages or flexible spending accounts offered or maintained by the Employer provided the employee was benefit eligible for each of the preceding twelve (12) months.

Retiree Insurance

- 13.4 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 13.5 through 13.8 below, toward a health insurance plan offered by the Employer:
 - 13.4 (1) Be eligible to begin receiving a retirement annuity or disability benefit from the Public Employee Retirement Association upon separation from employment; and
 - 13.4 (2) Have severed his/her relationship with the City for reasons other than misconduct; and
 - 13.4 (3) Employment with Independent School District No. 625 will not be counted toward the service requirement for employees hired after October 1, 1997 toward the years of service for retiree health eligibility.

Early Retirees

- 13.5 This Section applies to employees who:
 - 13.5 (1) Have completed twenty (20) years full-time with the City, twenty-five (25) years of total service with the Employer, or be receiving a disability pension related to service with the Employer, and
 - 13.5 (2) Were appointed before January 1, 1990, and
 - 13.5 (3) Have not attained age sixty-five (65) at retirement, and
 - 13.5 (4) Meet the terms set forth in Section 13.4 above, and
 - 13.5 (5) Select a health insurance plan offered by the Employer.

For purposes of determining eligibility based on 25 years of total service, a year of service shall be credited for any year in which the employee was eligible to participate in the City's health insurance plan.

Until such employees reach sixty-five (65) years of age, the Employer will contribute a maximum of \$350.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. In addition, the Employer will provide group term life insurance coverage in the amount of \$5,000.00 until the retiree attains the age of sixty-five (65).

When such early retiree attains age sixty-five (65), the provisions of Section 13.7 shall apply.

13.6 This Section shall apply to employees who:

13.6 (1)	Have completed twenty (20) years full-time with the City, twenty-five
	(25) years of total service with the Employer, or be receiving a disability
	pension related to service with the Employer, and
13.6 (2)	Were appointed on or after January 1, 1990, and
13.6 (3)	Have not attained age sixty-five (65) at retirement, and
13.6 (4)	Meet the conditions of Section 13.4 above, and
13.6 (5)	Select a health insurance plan offered by the Employer.

For purposes of determining eligibility based on 25 years of total service, a year of service shall be credited for any year in which the employee was eligible to participate in the City's health insurance plan.

Until such employees reach sixty-five (65) years of age, the Employer will contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. In addition, the Employer will provide group term life insurance in the amount of \$5,000.00 until the retiree attains the age of sixty-five (65).

When such early retiree attains age sixty-five (65), the provisions of Section 13.8 shall apply.

Regular Retirees (Age 65 and over)

- 13.7 This Section shall apply to full-time employees who:
 - 13.7 (1) Were appointed prior to January 1, 1990, and
 - 13.7 (2) Have completed twenty (20) years full-time with the City, twenty-five (25) years of total service with the Employer, or be receiving a disability pension related to service with the Employer, and
 - 13.7 (3) Have attained age sixty-five (65) at retirement, and
 - 13.7 (4) Meet the conditions of Section 13.4 above, and
 - 13.7 (5) Select a health insurance plan offered by the Employer.

For purposes of determining eligibility based on 25 years of total service, a year of service shall be credited for any year in which the employee was eligible to participate in the City's health insurance plan.

The Employer will contribute up to a maximum of \$550.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

- 13.8 This Section shall apply to full-time employees who:
 - 13.8 (1) Were appointed on or after January 1, 1990, and
 - 13.8 (2) Have completed twenty (20) years full-time with the City, twenty-five (25) years of total service with the Employer, or be receiving a disability pension related to service with the Employer, and
 - 13.8 (3) Have attained age sixty-five (65) at retirement, and
 - 13.8 (4) Meet the conditions of Section 13.4 above, and
 - 13.8 (5) Select a health insurance plan offered by the Employer.

For purposes of determining eligibility based on 25 years of total service, a year of service shall be credited for any year in which the employee was eligible to participate in the City's health insurance plan.

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

Survivor Insurance

13.9 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, 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:

- 13.9 (1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
- 13.9 (2) The employment of the surviving spouse of 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.
- 13.10 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.
- 13.11 The contributions indicated in this Article shall be paid to the Employer's third party administrator.

- 13.12 Employees covered by this Agreement shall be eligible to participate in the Flexible Spending Account as offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.
- 13.13 Employees covered by this Agreement shall be eligible to participate in the Dependent Care Reimbursement Account offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.

ARTICLE 14 – VACATION

14.1 For the purposes of this article qualifying years shall be determined based on original employment date. In each calendar year, each full-time employee shall be granted vacation according to the following schedule:

Years of Service	Vacation Granted
Less than 5	17 days
After 5 years thru year 7	20 days
After 7 thru year 15	24 days
After 15 years thru year 19	27 days
After 19 years	28 days

Employees who work less than full-time shall be granted vacation on a pro-rata basis.

- 14.2 The Employee's Department Head may permit an employee to carry over into the following calendar year up to fifteen days' vacation.
- 14.3 The time of vacation shall be approved by the employee's Department Head. If an employee has been granted more vacation than he has earned up to the time of his separation from the City service, the employee shall reimburse the City for such unearned vacation. If an employee is separated from the service by reason of resignation, he shall be granted such vacation pay as he may have earned and not used up to the time of such separation, provided that he has notified the department head in writing at least fifteen (15) calendar days prior to the date of his resignation. If an employee is separated from the service by reason of discharge, retirement or death, he shall be granted such vacation pay as he may have earned and not used up to the time of such separation. The provisions of this Section shall not apply to temporary or emergency employees.
 - 14.3 (1) For any employee who is eligible to receive compensation for unused vacation at separation from the City under this Article and had an established Post Employment Health Savings Plan (PEHSP), the City will contribute 100% of the full amount of such payment to a PEHSP in lieu of any cash payment to the employee.
 - 14.3 (2) For an employee who is laid off pursuant to Section 6.3, the City will include in the employee's final paycheck payment for the amount of the employee's accrued but unused vacation.

ARTICLE 14 – VACATION (Continued)

- 14.4 If an employee has an accumulation of sick leave credits in excess of one hundred and eighty days (180), he/she may convert any part of such excess to vacation at the rate of one-half days' vacation for each day of sick leave credit. No employee may convert more than twenty (20) days of sick leave in each calendar year under this provision. The approval of the employee's Department Head shall be required for any conversion request in excess of ten (10) days of sick leave.
- 14.5 An employee may also, at the discretion of the Department Head and additionally, limited by the availability of funds in the Department's Budget, sell up to five (5) days, or any portion thereof, of accrued and unused vacation once per year. Such election must be made in writing on or before December 1 of each 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.
- 14.6 "Years of Service" may include, at the discretion of the Department Director, the amount of time worked by an employee at any previous public sector agency or private entity as in the relevant professional field. This "years of service" credit, if granted, may only be applied to affect vacation accrual and will have no impact on the employee's seniority or other rights and benefits of employment based on years of service either to the Employer or in the employee's job classification.
- 14.7 Application of additional years of service credit is not subject to Article 10 of this Collective Bargaining Agreement.

ARTICLE 15 – HOLIDAYS

15.1 The following days shall be recognized and observed as paid holidays:

New Year's Day Martin Luther King Day Presidents' Day Memorial Day Juneteenth Day Independence Day Labor Day Veterans' Day Thanksgiving Day Day after Thanksgiving* Christmas Day

Eligible employees shall receive pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. However, for those employees assigned to a work week which includes a Saturday or Sunday, the holiday shall be observed on its calendar date.

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

ARTICLE 15 – HOLIDAYS (Continued)

15.2 In order to be eligible for a holiday with pay, an employee must be employed as of the date of the holiday and be in paid status for that pay period. For the purpose of this section only, "paid status" includes time worked, vacation time, sick leave or other paid leave. It is further understood that neither temporary nor other employees, not heretofore eligible, shall receive holiday pay.

ARTICLE 16 – SEVERANCE PAY

- 16.1 The Employer shall provide a severance pay program as set forth in this Article.
- 16.2 To be eligible for the severance pay program, an employee must meet the following requirements:
 - 16.2 (1) The employee must be voluntarily separated from City employment or have been subject to separation by lay-off or compulsory retirement.

Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.

- 16.2 (2) The employee must have at least fifteen (15) years of consecutive service in the classified or unclassified Service of the City at the time of separation. For purposes of this Article employment with the Independent School District No. 625 will not be counted toward the service requirement for employees hired after October 1, 1997 toward the years of service for severance eligibility.
- 16.2 (3) Upon receiving severance pay, the employee waives all rights to claim reinstatement or re-employment (of any type), with the City.
- 16.2 (4) The employee must have accumulated a minimum of eighty (80) days of sick leave credits at the time of his separation from service.
- 16.2 (5) Except in the case of lay-off or compulsory retirement, the employee must give at least two (2) weeks prior notice to the City of their separation date.
- 16.3 The maximum amount of money that any employee may obtain through this severance pay program shall be no greater than the amount specified in 16.8.
- 16.4 Upon the death of an employee who meets all of the requirements set forth above, at the time of his/her death, payment of the severance pay allowed under these provisions shall be made to the employee's spouse, or if none, to the employee's estate.
- 16.5 Payment of severance pay shall be made in accordance with the provisions of City Ordinance No. 16303.
- 16.6 For any employee who is eligible to receive severance from the City under this Article, the City will contribute 105% of the full amount of their severance payment to a Post-Employment Health Savings Plan (PEHSP).

ARTICLE 16 – SEVERANCE PAY (Continued)

- 16.7 If an employee is laid off pursuant to Section 6.3 and is eligible for severance pay, payment shall not be made until the employee's recall rights are terminated and the employment relationship is severed. If no severance is paid and the employee is recalled, the employee's sick leave bank shall reflect the amount of sick leave available to the employee at the time of the layoff.
- 16.8 An employee who satisfies the eligibility provisions of Section 16.2 and who has made the election to remain under the old severance schedule (see attached list), shall receive severance pay based on the following schedule:

Unused Hours of Sick Leave	Severance
640 - 1,799	\$12,500
1,800 or more	\$15,000

An employee who satisfies the eligibility provisions of Section 16.2 and who separates from service on or after **January 1, 2022** (other than those referenced above who elected to remain under the old severance schedule), shall receive severance pay on the following schedule:

Unused Hours of Sick Leave	Severance
1,000 - 1,299	\$12,500
1,300 - 1,499	\$15,000
1,500 or more	\$17,000

ARTICLE 17 – SICK LEAVE

- 17.1 Employees shall accumulate sick leave credits at the rate of twelve (12) days per year. The use of sick leave shall be governed by the applicable rules of the Saint Paul Civil Service Commission which were in effect at the time this Agreement was made and any applicable state or federal statute in effect at the time the sick leave is used.
- 17.2 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 sick leave shall be without limitation where used for the purpose of attending to an employee's sick child and otherwise subject to the Employer's proper administration of the use of such benefits under the Federal Family and Medical Leave Act.
- 17.3 Department Heads or the Human Resources Director may require a physician's certificate at any time during an employee's use of sick leave for the purposes stated in 17.2 above.

All such certificates shall be forwarded by the appointing officer to the Human Resources Office. If an employee is absent for the reasons set forth in Article 17.2 above for three (3) or fewer calendar days he/she shall submit to the Department Head a certificate signed by the employee stating the nature of the child, parent, or household member's sickness.

ARTICLE 17 – SICK LEAVE (Continued)

If the sickness continues for more than three (3) calendar days, no further sick leave shall be granted unless or until a physician is consulted. The sick leave may be continued from and include the day of consultation, but only if a certificate signed by the physician certifying to the nature and period of the person's sickness is submitted and approved by the Department Head and forwarded to the Human Resources Office.

- 17.4 No sick leave shall be granted for the above reasons unless the employee reports to his/her Department Head the necessity for the absence as soon as possible and practical after the employee's expected time to report for work, unless he/she can show to the satisfaction of the department head that the failure to report was for good cause.
- 17.5 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.
- 17.6 In addition to the leave allowed under Civil Service Rule 20.B.4., any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, may be granted one (1) day of such leave to attend the funeral of the employee's grandparent or grandchild.

ARTICLE 18 – MILEAGE

- 18.1 **Automobile Reimbursement Authorized**: Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.
- 18.2 The City will provide parking at a location and manner of the Employer's choice within a reasonable distance of the work site for City employees on either of the above mentioned types of reimbursement plans who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his/her own personal car available.
- 18.3 The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven, and further require that they maintain automobile liability insurance of at least the minimums required by the State of Minnesota. Such rules and regulations, together with any amendments thereto, shall be maintained on file with the City Clerk.
- 18.4 When an employee is required to use his/her personal automobile to conduct authorized City business, the City shall reimburse the employee at the then current Federal I.R.S. mileage reimbursement rate on the most direct route.

ARTICLE 19 – SAFETY SHOES

- 19.1 For those employees required, by the Employer, to wear safety shoes or boots, the Employer will contribute \$180.00 per year toward the purchase of safety shoes or boots, as an annual cash payment to be placed on the paycheck.
- 19.2 Section III.B. of the Salary Plan and Rates of Compensation shall not apply to members of this bargaining unit.
- 19.3 Employees in the classification of Fire Safety Manager who are required to wear a specified uniform shall be reimbursed for uniform items purchased up to \$645.00 per calendar year.

ARTICLE 20 – POST EMPLOYMENT HEALTH SAVINGS PLAN (PEHSP)

- 20.1 Employees are eligible for a Post Employment Health Savings Plan (PEHSP) contribution by the Employer in the amount of one thousand two hundred dollars (\$1,200.00).
- 20.2 Eligibility Requirements:
 - 20.2 (1) For initial contribution, employees must have been employed for a minimum of one (1) calendar year.
 - 20.2 (2) City contributions will be made by April 1^{st} of the following year.
 - 20.2 (3) Employees must be on the payroll as of the date of the payment.
 - 20.2 (4) Employees separated for cause from this bargaining unit are specifically excluded from the Employer contribution program.

ARTICLE 21 – DURATION AND EFFECTIVE DATE

- 21.1 This Agreement is the complete Agreement between the Organization and the Employer. During the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Organization, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.
- 21.2 This Agreement shall be effective on the date it is executed by the parties and shall continue in full force and effect through December 31, 2025 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 1984, as amended. Retroactive pay adjustments shall apply to all active employees of the bargaining unit on the date of signing of the agreement except those who have been terminated for cause.

ARTICLE 21 – DURATION AND EFFECTIVE DATE (Continued)

CITY OF SAINT PAUL

3-16-2023 Date Megan Spriggs

Labor Relations Manager

SAINT PAUL SUPERVISORS' ORGANIZATION

3-16-23 Date Glen Kadrl

President

APPENDIX A – TITLES AND SALARIES

*Hourly rate represents one-eightieth of an employee's bi-weekly rate. All classes represented by the Organization are considered exempt for overtime purposes.

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	26.07	27.17	28.42	29.68	30.99	31.95	33.11	
12/30/2023	26.72	27.85	29.13	30.42	31.76	32.75	33.94	
12/24/2024	27.39	28.55	29.86	31.18	32.55	33.57	34.79	37.92

GRADE 001

GRADE 002

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	26.74	27.91	29.20	30.46	31.88	32.83	34.04	
12/30/2023	27.41	28.61	29.93	31.22	32.68	33.65	34.89	
12/24/2024	28.10	29.33	30.68	32.00	33.50	34.49	35.76	38.98

GRADE 003

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	27.45	28.68	29.95	31.33	32.75	33.73	34.93	
12/30/2023	28.14	29.40	30.70	32.11	33.57	34.57	35.80	
12/24/2024	28.84	30.14	31.47	32.91	34.41	35.43	36.70	40.00

GRADE 004

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	28.17	29.43	30.80	32.19	33.64	34.60	35.85	
12/30/2023	28.87	30.17	31.57	32.99	34.48	35.47	36.75	
12/24/2024	29.59	30.92	32.36	33.81	35.34	36.36	37.67	41.06

GRADE 005

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	28.90	30.29	31.62	33.05	34.53	35.56	36.86	
12/30/2023	29.62	31.05	32.41	33.88	35.39	36.45	37.78	
12/24/2024	30.36	31.83	33.22	34.73	36.27	37.36	38.72	42.20

GRADE 006

910030 PARK FACILITY SUPERVISOR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	29.73	31.09	32.48	33.95	35.49	36.56	37.88	
12/30/2023	30.47	31.87	33.29	34.80	36.38	37.47	38.83	
12/24/2024	31.23	32.67	34.12	35.67	37.29	38.41	39.80	43.38

GRADE 007

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	30.43	31.80	33.24	34.73	36.32	37.42	38.78	
12/30/2023	31.19	32.60	34.07	35.60	37.23	38.36	39.75	
12/24/2024	31.97	33.42	34.92	36.49	38.16	39.32	40.74	44.41

<u>GRADE 008</u> 630310 IMPOUND LOT SUPERVISOR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	31.37	32.79	34.22	35.79	37.49	38.62	40.03	
12/30/2023	32.15	33.61	35.08	36.68	38.43	39.59	41.03	
12/24/2024	32.95	34.45	35.96	37.60	39.39	40.58	42.06	45.85

GRADE 009

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	32.21	33.66	35.21	36.83	38.53	39.64	41.13	
12/30/2023	33.02	34.50	36.09	37.75	39.49	40.63	42.16	
12/24/2024	33.85	35.36	36.99	38.69	40.48	41.65	43.21	47.10

GRADE 010

950030 *CIRCULATION COORDINATOR (Starred 3/29/2022)

221220 DATA RELEASE COORDINATOR (Created 05/23/2018)

- 600030 EMERGENCY PLANNING AND SECURITY SUPERVISOR (Created 01/21/2017)
- 900201 EVENTS COORDINATOR
- 820220 HORTICULTURE SUPERVISOR
- 200130 OFFICE MANAGER
- 630130 PARKS SAFETY & SECURITY SUPERVISOR

316A STOREROOM MANAGER (Inactivated 03/05/2007)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	33.05	34.57	36.17	37.82	39.55	40.79	42.31	
12/30/2023	33.88	35.43	37.07	38.77	40.54	41.81	43.37	
12/24/2024	34.73	36.32	38.00	39.74	41.55	42.86	44.45	48.45

GRADE 011

910301 GOLF PRO/MANAGER

149B SUPERVISOR OF AQUATICS (Inactivated 09/06/2014)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	33.99	35.55	37.18	38.91	40.71	41.81	43.50	
12/30/2023	34.84	36.44	38.11	39.88	41.73	42.86	44.59	
12/24/2024	35.71	37.35	39.06	40.88	42.77	43.93	45.70	49.81

GRADE 012

810630 BUILDING AND FACILITY SUPERVISOR200140 OFFICE ADMINISTRATOR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	34.92	36.50	38.18	39.95	41.79	43.12	44.69	
12/30/2023	35.79	37.41	39.13	40.95	42.83	44.20	45.81	
12/24/2024	36.68	38.35	40.11	41.97	43.90	45.31	46.96	51.19

GRADE 013

- 130120 BUSINESS ASSISTANCE PROGRAM SUPVR
- 920420 FACILITY/PROGRAM SUPERVISOR
- 700520 RECYCLING PROGRAMS SUPERVISOR (Created08/06/2016)

510210 SENIOR SAFETY OFFICER (Created 08/06/2016)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	35.87	37.54	39.22	41.05	43.00	44.28	45.91	
12/30/2023	36.77	38.48	40.20	42.08	44.08	45.39	47.06	
12/24/2024	37.69	39.44	41.21	43.13	45.18	46.52	48.24	52.58

GRADE 014

160020 MARKETING & PUBLIC RELATIONS MGR220520 WATER CUSTOMER SERVICE AND BILLING SUPERVISOR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	36.86	38.55	40.34	42.20	44.17	45.51	47.23	
12/30/2023	37.78	39.51	41.35	43.26	45.27	46.65	48.41	
12/24/2024	38.72	40.50	42.38	44.34	46.40	47.82	49.62	54.09

GRADE 015

420030 ENGINEERING TECHNICIAN SUPERVISOR420120 ENGINEERING TECHNICIAN SUPERVISOR - WATER UTILITY

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	37.87	39.59	41.45	43.36	45.38	46.81	48.57	
12/30/2023	38.82	40.58	42.49	44.44	46.51	47.98	49.78	
12/24/2024	39.79	41.59	43.55	45.55	47.67	49.18	51.02	55.61

GRADE 016

110701 ADMINISTRATIVE ASSISTANT (U)

110701 ADMINISTRATIVE ASSISTANT

930080 AQUATICS AND SPECIAL SERVICES PROGRAM SUPERVISOR (Created 05/23/2020) 850031 COMMUNICATION SERVICES and MAINTENANCE SUPERVISOR 800030

NATURAL RESOURCES SUPERVISOR (Created 8/29/2020)

438A SAFETY COORDINATOR (Appointed on/after 1/1/90) (Inactivated 06/03/2013) 800220 URBAN FORESTER SUPERVISOR

VIDEO PRODUCTION SUPERVISOR 850130

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	38.93	40.76	42.62	44.60	46.69	48.11	49.93	
12/30/2023	39.90	41.78	43.69	45.72	47.86	49.31	51.18	
12/24/2024	40.90	42.82	44.78	46.86	49.06	50.54	52.46	57.18

GRADE 017

272B PUBLIC WORKS ACCOUNTING COORD (Inactivated 07/14/2010) 540030 *SENIOR PUBLIC HEALTH NURSE 810430 SUPERVISOR OF TRAFFIC MAINTENANCE

140220 WATER CONTROL SYSTEMS INFO SUPVR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	40.01	41.85	43.77	45.82	47.99	49.48	51.38	
12/30/2023	41.01	42.90	44.86	46.97	49.19	50.72	52.66	
12/24/2024	42.04	43.97	45.98	48.14	50.42	51.99	53.98	58.84

GRADE 018

950420	COMMUNITY & DIGITAL SERVICES MANAGER
130030	CONTRACT COMPLIANCE SUPERVISOR
900020	EDUCATION AND CONSERVATION CURATOR
700220	ENVIRONMENTAL HEALTH PROGRAM SUPVR
950042	LIBRARIAN III (Change in Title 04/13/2017)
950050	MATERIALS MANAGEMENT SUPERVISOR
530220	*MEDICAL TECHNOLOGIST SUPERVISOR
830050	MUNICIPAL GARAGE SUPERVISOR I
920150	PARK & REC PROGRAM SUPERVISOR
210050	PRINT SERVICES OPERATIONS MANAGER

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	41.09	43.07	45.02	47.18	49.36	50.90	52.74	
12/30/2023	42.12	44.15	46.15	48.36	50.59	52.17	54.06	
12/24/2024	43.17	45.25	47.30	49.57	51.85	53.47	55.41	60.40

GRADE 019

400220 DESIGN SUPERVISOR

720050 HISTORIC PRESERVATION SUPERVISOR (Created 09/16/2017)

368B ORGANIZATIONAL DEVELOP MGR (Inactivated 09/05/2010)

710030 PLAN REVIEW COORDINATOR (Inactivated 05/03/2014)

730030	SUPERVISOR O	F REHABILITATION	(Moved from Gr 023)
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	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	42.25	44.22	46.29	48.45	50.77	52.28	54.28	
12/30/2023	43.31	45.33	47.45	49.66	52.04	53.59	55.64	
12/24/2024	44.39	46.46	48.64	50.90	53.34	54.93	57.03	62.16

GRADE 020

300113 ACCOUNTANT IV 757 ASST DIR OF HUMAN RIGHTS (Inactivated on 03/02/2009) 160120 BUSINESS IMPROVEMENT SUPERVISOR (Created 10/12/2019) 700030 CODE ENFORCEMENT SUPERVISOR 130130 CONTRACT COMPLIANCE MANAGER (Created 02/01/2020) 940020 GENERAL CURATOR (Title chng from Animal Curator 09/02/2021) 820230 HORTICULTURE CURATOR HUMAN RIGHTS AND LABOR STANDARDS MANAGER 130320 (Created 04/23/2022, Revised 8//13/2022) 950801 LIBRARY TECHNOLOGY MANAGER (Created 09/15/2018) 330030 LOAN SERVICING and REAL ESTATE SUPERVISOR (Created 12/09/2017) 800301 NATURAL RESOURCES MANAGER 340020 PROCUREMENT MANAGER (Created 02/01/2020) PUBLIC SERVICE MANAGER 160030 350050 REAL ESTATE SUPERVISOR 830060 **VEHICLE & EQUIP SERVICES COORDINATOR**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	43.47	45.49	47.60	49.85	52.17	53.76	55.82	
12/30/2023	44.56	46.63	48.79	51.10	53.47	55.10	57.22	
12/24/2024	45.67	47.80	50.01	52.38	54.81	56.48	58.65	63.93

GRADE 021

430020 CHIEF SURVEYOR
350020 REAL ESTATE & ASSESSMENT SUPERVISOR
264B RIGHT-OF-WAY SUPERVISOR (Inactivated 01/28/2014)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	44.65	46.73	48.95	51.27	53.63	55.28	57.41	
12/30/2023	45.77	47.90	50.17	52.55	54.97	56.66	58.85	
12/24/2024	46.91	49.10	51.42	53.86	56.34	58.08	60.32	65.75

GRADE 022

- 400231 DESIGN AND CONSTRUCTION SUPERVISOR (Created 8/28/2021)
- 700130 LICENSING MANAGER
- 877 PARKING ADMINISTRATOR (Inactivated 06/15/2007)

710020 PLAN REVIEW SUPERVISOR (Moved from GR 016 12/23/17)

895 SUPVR OF BUILDING DESIGN & PLAN REVIEW (Inactivated 03/05/2007)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	45.91	48.07	50.32	52.67	55.16	56.87	59.02	
12/30/2023	47.06	49.27	51.58	53.99	56.54	58.29	60.50	
12/24/2024	48.24	50.50	52.87	55.34	57.95	59.75	62.01	67.59

GRADE 023

300114 ACCOUNTANT V

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	47.22	49.41	51.73	54.20	56.73	58.53	60.76	
12/30/2023	48.40	50.65	53.02	55.56	58.15	59.99	62.28	
12/24/2024	49.61	51.92	54.35	56.95	59.60	61.49	63.84	69.59

GRADE 024

- 111810 ASSISTANT BUILDING OFFICIAL (Created 11/10/2022)
- 850140 COMMUNICATIONS & DIGITAL MEDIA MANAGER (Title Change 08/14/2017)
- 740030 DSI FIRE SAFETY MANAGER
- 228A EMPLOYMENT PROGRAMS MANAGER (Inactivated 12/19/2006)
- 700230 ENVIRONMENTAL HEALTH MANAGER (Inactivated 08/06/2016)
- 310030 GRANTS COMPLIANCE SUPERVISOR (Created 01/29/2022)
- 700040 HOUSING & CODE ENFORCEMENT MANAGER
- 730040 HOUSING TEAM SUPERVISOR (Created 4/23/2022)
- 630320 IMPOUND LOT MANAGER
- 900501 PARKS AND RECREATION ASSET MANAGER
- 400113 SENIOR LANDSCAPE ARCHITECT
- 700120 ZONING MANAGER (Job Study Upgrade 08/06/2016)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	48.49	50.81	53.22	55.70	58.35	60.13	62.42	
12/30/2023	49.70	52.08	54.55	57.09	59.81	61.63	63.98	
12/24/2024	50.94	53.38	55.91	58.52	61.31	63.17	65.58	71.48

GRADE 24T

140115 IS INFORMATION/TECHNICAL ANALYST VI (Created 01/29/2022)
140413 IS SYSTEMS CONSULTANT IV

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
02/25/2023	48.49	49.66	50.81	52.01	53.22	54.46	55.70	57.04
12/30/2023	49.70	50.90	52.08	53.31	54.55	55.82	57.09	58.47
12/24/2024	50.94	52.17	53.38	54.64	55.91	57.22	58.52	59.33

	(9)	(10)	(11)	Perf Zone Maximum (9%)
02/25/2023	58.35	60.13	62.42	
12/30/2023	59.81	61.63	63.98	
12/24/2024	61.31	63.17	65.58	71.48

GRADE 025

- 539 ACCOUNTING MANAGER (Inactivated 10/20/1989)
- 410301 ASSISTANT DIVISION MANAGER SAINT PAUL REGIONAL WATER SERVICES (Created 06/18/2022)
- 218B CENTRAL LIBRARY PUBLIC SERVICES COORD (Inactivated 09/25/2010)
- 410013 CIVIL ENGINEER IV
- 410113 CIVL ENGINEER IV SPRWS
- 140601 INFORMATION SERVICE MANAGER-SPRWS
- 810730 LIBRARY FACILITIES MANAGER
- 830051 MUNICIPAL GARAGE SUPERVISOR II
- 350030 REAL ESTATE MANAGER (Inactivated 04/02/2021)
- 882 SUPERVISOR OF TECHNICAL SERVICES (Inactivated 06/11/1990)
 530040 WATER QUALITY SUPERVISOR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	49.93	52.27	54.68	57.27	60.01	61.89	64.21	T
12/30/2023	51.18	53.58	56.05	58.70	61.51	63.44	65.82	
12/24/2024	52.46	54.92	57.45	60.17	63.05	65.03	67.47	73.54

GRADE 026

111801 BUILDING OFFICIAL

520120 FORENSIC LAB MANAGER

540230 *HEALTH ADMINISTRATION MANAGER

111401 POLICE RESEARCH & GRANTS MANAGER (Inactivated 08/06/2016)

400301 PRINCIPAL DESIGNER

360030 PROGRAM ADMINISTRATOR

350040 REAL ESTATE & ASSESSMENT MANAGER

140701 TECHNOLOGY MANAGER

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	51.35	53.68	56.28	58.93	61.74	63.64	66.06	
12/30/2023	52.63	55.02	57.69	60.40	63.28	65.23	67.71	
12/24/2024	53.95	56.40	59.13	61.91	64.86	66.86	69.40	75.65

GRADE 027

720030 CITY PLANNING ADMINISTRATOR
 178A TECHNICAL & SUPPORT SERVICES MGR (Inactivated 09/25/2010)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	52.73	55.25	57.87	60.60	63.51	65.43	67.95	
12/30/2023	54.05	56.63	59.32	62.12	65.10	67.07	69.65	
12/24/2024	55.40	58.05	60.80	63.67	66.73	68.75	71.39	77.82

GRADE 028

111501 ADMINISTRATION MANAGER

- 100701 DEPUTY DIRECTOR OF LIEP FOR LICENSES, PERMITS AND CUSTOMER SERVICE
- 400120 PARKS & RECREATION DESIGN AND CONSTRUCTION MANAGER
- 900401 PARKS & RECREATION MANAGER

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	54.24	56.81	59.54	62.32	65.27	67.36	69.91	
12/30/2023	55.60	58.23	61.03	63.88	66.90	69.04	71.66	
12/24/2024	56.99	59.69	62.56	65.48	68.57	70.77	73.45	80.06

GRADE 029

322A PURCHASING SYSTEMS MGR (Inactivated 01/24/2011)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	55.80	58.43	61.19	64.14	67.19	69.28	71.92	
12/30/2023	57.20	59.89	62.72	65.74	68.87	71.01	73.72	
12/24/2024	58.63	61.39	64.29	67.38	70.59	72.79	75.56	82.36

GRADE 030

- 410020 ASSISTANT CITY ENGINEER
- 410120 BUSINESS DIVISION MANAGER-SPRWS

111601 CITY BUILDING OFFICIAL (Inactivated 9/5/2015)

- 101801 DEPUTY DIRECTOR OF TECHNOLOGY & COMMUNICATIONS(U)
- 410121 DISTRIBUTION DIVISION MANAGER-SPRWS
- 410123 ENGINEERING DIVISION MANAGER-SAINT PAUL REGIONAL WATER SERVICES
- 100901 EXECUTIVE SERVICES MANAGER
- 410122 PRODUCTION DIVISION MANAGER-SPRWS
- 320220 TREASURY MANAGER

439A VALUATION & ASSESSMENT ENGINEER (Inactivated 10/06/2010)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	57.39	60.09	62.92	65.96	69.08	71.19	74.02	
12/30/2023	58.82	61.59	64.49	67.61	70.81	72.97	75.87	
12/24/2024	60.29	63.13	66.10	69.30	72.58	74.79	77.77	8477

GRADE 031

102001 ECONOMIC DEVELOPMENT MANAGER (U)
 101201 PLANNING & ECONOMIC DEVELOP MANAGER (U)
 095A DEPUTY DIRECTOR-PLANNING & DESIGN (Inactivated 11/09/2005)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	59.00	61.83	64.76	67.83	71.05	73.29	76.10	
12/30/2023	60.48	63.38	66.38	69.53	72.83	75.12	78.00	
12/24/2024	61.99	64.96	68.04	71.27	74.65	77.00	79.95	87.15

GRADE 032

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	60.65	63.59	66.61	69.81	73.13	75.43	78.31	
12/30/2023	62.17	65.18	68.28	71.56	74.96	77.32	80.27	
12/24/2024	63.72	66.81	69.99	73.35	76.83	79.25	82.28	89.69

GRADE 033

410021 ASSOCIATE CITY ENGINEER
085 CHIEF ACCOUNTANT (Inactivated 01/28/2014)
410130 CHIEF ENGINEER-SPRWS

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	62.41	65.39	68.53	71.83	75.23	77.59	80.57	
12/30/2023	63.97	67.02	70.24	73.63	77.11	79.53	82.58	
12/24/2024	65.57	68.70	72.00	75.47	79.04	81.52	84.64	92.26

GRADE 034

150240 SUPERVISING ATTORNEY (U)

	(1)
02/25/2023	
Minimum	59.58
Maximum	82.92
12/30/2023	
Minimum	61.07
Maximum	84.99
12/28/2024	
Minimum	62.60
Maximum	87.11

GRADE 035

101401 DEPUTY CITY ATTORNEY (U)

	(1)
02/25/2023	
Minimum	61.30
Maximum	85.30
12/30/2023	
Minimum	62.83
Maximum	87.43
12/28/2024	
Minimum	64.40
Maximum	89.62

GRADE 039

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Maximum (9%)
02/25/2023	73.97	77.50	81.23	85.20	89.26	92.08	95.63	
12/30/2023	75.82	79.44	83.26	87.33	91.49	94.38	98.02	
12/24/2024	77.72	81.43	85.34	89.51	93.78	96.74	100.47	109.51

APPENDIX B – PERFORMANCE-BASED COMPENSATION PLAN

- 1. <u>Purpose</u>. The purpose of the Performance-Based Compensation Plan (the "Plan") is to provide a financial incentive for employees who have reached the top of their pay schedule to remain with the City of Saint Paul and to perform at their highest possible level.
- 2. <u>Eligibility.</u> An employee who has completed 2080 hours in paid status at the top step of the wage schedule for their job classification is eligible for compensation under the Plan based upon an overall performance evaluation of satisfactory or higher. Once initially eligible, an employee will continue to be eligible for additional merit-based compensation under the Plan after each succeeding period of 2080 hours in paid status. The anniversary of completing 2080 hours in paid status shall be considered the employee's "Eligibility Date."
- 3. <u>Compensation.</u> Based on their performance evaluation, employees may earn an increase in their base pay of 1%, 2% or 3% provided they receive an overall rating of satisfactory or higher on their performance evaluation. The amount of any such increase shall be determined based upon the employee's performance relative to established performance criteria. However, an employee's base salary shall not be increased above the salary range maximum for their job classification. If the merit increase would result in an increase above the salary range maximum, the employee's base salary will be adjusted to the range maximum and fifty percent (50%) of the balance of the increase will be paid to the employee in a lump sum. Similarly, if an employee is at the maximum of their salary range, they shall be paid a lump sum equal to fifty percent (50%) of the value of the increase that would have been payable but for being at the maximum of their salary range.
- 4. <u>Performance Evaluations and Criteria.</u> The Employer retains the inherent managerial right to determine the evaluation process and the criteria for performance-based increases but will meet and confer with the Organization at the request of the Organization or if the Employer proposes material changes to the process and/or criteria. The employer will make efforts to establish objective and measurable performance criteria. The Employer commits to establishing a process that provides equitable opportunities for all eligible employees to earn performance compensation based on merit and without regard to budgetary considerations. When an eligible employee's performance is such that there are concerns as to whether the employee will be eligible for any merit-based compensation, the employer should, if possible, attempt to give the employee notice of the performance review is based on the totality of the employee's performance during the evaluation period.
- 5. <u>Effective Date of Compensation.</u> If a performance evaluation is not completed on or before the Eligibility Date, any applicable merit adjustments and/or lump sum payments shall be effective as of the first day of the first full pay period following the employee's Eligibility Date.
- 6. <u>Merit Compensation Decisions Not Grievable.</u> The judgment of the employee's supervisor regarding the employee's performance shall not be subject to the grievance procedure of this agreement nor shall it be subject to arbitration. However, the employee may request a meeting with their supervisor and their Department Head (or their designee someone other than the employee's direct supervisor) for the purpose of reviewing the employee's performance evaluation. The Department Head (or their designee) shall have the final authority to determine the employee's merit-based compensation, if any.