JANUARY 1, 2016 – DECEMBER 31, 2017

LABOR AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

DISTRICT LODGE NO. 77
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS AFL-CIO

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AGREEMENT
BETWEEN
THE CITY OF SAINT PAUL
AND
DISTRICT LODGE NO. 77,
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND
AEROSPACE WORKERS AFL-CIO

This AGREEMENT has been entered into between the City of Saint Paul, hereafter referred to as the EMPLOYER, and District Lodge No. 77, International Association of Machinists and Aerospace Workers AFL-CIO, hereafter referred to as the UNION. This AGREEMENT has as its purposes, the promotion of harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, benefits, hours of work, and other conditions of employment. The parties hereto pledge that they shall pursue the above objectives in full compliance with the requirements of the Public Employment Labor Relations Act of the State of Minnesota of 1984, as amended.

ARTICLE 1 – RECOGNITION

1.1 The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purposes of establishing wages, benefits, hours, and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota, Bureau of Mediation Services, dated August l5, l973, in Case No. 74-PR-77-A, and as set forth below:

All regular, probationary, and provisional vehicle and equipment maintenance personnel who are employed by the City of St. Paul or who have their "terms and conditions of employment" established by the governing body of the City of St. Paul in the classifications of

Auto Body Repairer
Communication Equipment Installer
Equipment Repairer
Fire Buildings Repairer
Machinist
Marina-Mechanic
Mechanic-Welder
Parts Runner
Service Equipment Servicer I
Service Equipment Servicer II
Toolmaker - SPRWS
Traffic Maintenance Worker
Vehicle Maint. Worker (Heavy)
Vehicle Mechanic
Vehicle Mechanic (Hvy. Tr. & Equip)
Vehicle Mechanic Leadworker
Vehicle Mechanic Trainee
Welder
Welder Leadworker

excluding supervisory, confidential, temporary, emergency, and employees exclusively represented by other labor or employee organizations.

1.2 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.

ARTICLE 2 – DEFINITIONS

2.1 **Collective Bargaining:** The EMPLOYER will bargain collectively with the UNION with respect to rates of pay, hours, and conditions pertaining to employment for all of the employees in the Unit herein before set forth.

2.2 **Discrimination:** The EMPLOYER will not interfere with, restrain, or coerce the employees covered by this AGREEMENT because of membership in or activity on behalf of the UNION. The EMPLOYER will not discriminate in respect to hire, tenure of employment, or any term or condition of employment against any employee covered by this AGREEMENT because of membership in or activity on behalf of the UNION, nor will it discourage or attempt to discourage membership in the UNION, or attempt to encourage membership in another union.

ARTICLE 2 – DEFINITIONS (Continued)

2.3 This AGREEMENT shall designate and define benefits with the exception of pension benefits that shall be granted to the employees by the EMPLOYER. If subsequent to this AGREEMENT, any governing body passes a provision which shall create a cost benefit for an employee in this Unit, the cost of such benefit shall be paid by the employee until such time as the responsibility of the cost is subsequently negotiated. This provision shall not compel either party to reopen negotiations during the course of an existing contract.

ARTICLE 3 – MAINTENANCE OF STANDARDS

3.1 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, (Resolution No. 3250) 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.

3.2 Notwithstanding Article 3.1, Civil Service Rule 8.A.3, and Civil Service Rule 14 (relating to promotion rights) shall not apply to applicants and employees who transfer from Independent School District No. 625.

ARTICLE 4 – CHECK OFF

4.1 **Dues:** The EMPLOYER agrees to deduct the UNION membership dues once each month 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 UNION 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 **Fairshare:** Any present or future employee who is not a UNION member shall be required to contribute a fair share fee for services rendered by the UNION. Upon notification by the UNION, the EMPLOYER shall check off said fee from the earnings of the employee and transmit the same to the UNION. In no instance shall the required contribution exceed a pro rata share of the specific expenses incurred for services rendered by the representative in relationship to negotiations and administration of grievance procedures. This provision shall remain operative only so long as specifically provided by Minnesota law and as otherwise legal.

4.3 The UNION will indemnify, defend, and hold the EMPLOYER harmless against any claims and all suits, orders, or judgments brought or issued against the EMPLOYER, its officers, or employees, as a result of any action taken or not taken by the EMPLOYER under the provisions of this section.

ARTICLE 5 – UNION RIGHTS

5.1 The UNION may designate employees within the Bargaining Unit to serve as Union Stewards.

5.2 The UNION shall furnish the EMPLOYER and appropriate department heads with a list of Stewards and alternates, and shall, as soon as possible, notify said appropriate City officials in writing of any changes thereto. Only those who are Stewards shall be recognized by the EMPLOYER for the purpose of meetings.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 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.

6.2 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 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.

6.3 It is the intent of the EMPLOYER to assign work according to the needs of the department, the exigencies of circumstances, and the expertise and availability of employees. Nothing in this Article shall be construed to inhibit the EMPLOYER'S inherent managerial right to assign, select, and/or direct employees in any capacity.

ARTICLE 7 – DISCIPLINE

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 Employees and the UNION will receive copies of written reprimands and notices of suspension and discharge.

ARTICLE 7 – DISCIPLINE (Continued)

7.3 Discharges will be preceded by a five (5) day preliminary suspension without pay. During said period, the employee and/or UNION may request, and shall be entitled to a meeting with the Employer Representative who initiated the suspension with intent to discharge. During said five (5) day period, the EMPLOYER may affirm the suspension and discharge in accordance with the grievance procedures of this Bargaining AGREEMENT or may modify, or withdraw same.

7.4 Only discipline specified in Article 7.1 b) Written Reprimand, c) (Suspension), d) (Reduction), and e) (Discharge) will be subject to the terms of Article 17 – Grievance Procedures.

ARTICLE 8 – HOURS, OVERTIME PAY

8.1 **Hours of Employment:** The assigned normal work day shall be eight (8) hours excluding one-half (.5) hour for lunch in any twenty-four hour period and forty (40) hours in any seven-day period. (For employees on a shift basis, this shall be construed to mean an average of forty (40) hours a week.) The normal work week shall consist of five (5) consecutive normal work days.

8.2 Notwithstanding Article 8.1, a department head and the UNION may mutually agree in writing to establish a normal work day of ten (10) consecutive hours, excluding a thirty (30) minute lunch period, and a normal work week of four (4) consecutive work days in a seven (7) calendar day period.

A department head may unilaterally cease a ten (10) hour work day, four (4) day work week with five (5) working days notice to the UNION if such a schedule does not meet the operating needs of the affected department.

8.3 Notwithstanding Articles 8.1 and 8.2 employees may, through mutual agreement with the EMPLOYER, work schedules other than schedules limited by the normal work day and work week as set forth in Articles 8.1 and 8.2. Overtime compensation for employees working under such agreements shall be subject to the provisions, for same, as set forth by the Fair Labor Standards Act. The EMPLOYER and the UNION agree that any refusal to mutually agree to an alternative work schedule referenced in this Article shall not form the basis for reprisals against the EMPLOYER and/or employee.

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) hours pay. These provisions, however, shall not be effective when work is unable to proceed because of adverse weather conditions.

ARTICLE 8 – HOURS, OVERTIME PAY (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.

Overtime will be assigned based on a rotating opportunity preset by class seniority among all eligible personnel in the affected division having the skills necessary for the job. In the beginning of each calendar year, the rotation for overtime opportunities will begin with the most senior employees. The individual may accept or decline. The next opportunity for overtime will go to the next person on the list who may accept or decline. This will continue until the end of the list is reached and will again start over with the most senior person. If an employee is bypassed for overtime to which he/she would have been entitled, the employee will have the opportunity, whenever possible but subject to supervisory approval, to make up the overtime before the end of the next payroll period, at a time convenient to the employee.

The EMPLOYER reserves the right to deviate from the aforementioned process in emergencies or in such situations where following such process would be detrimental to the operation of the affected unit. Class seniority shall be the determining factor in shift assignment, however, the EMPLOYER will not be required to accept the most senior bidder or to assign the least senior employee when considering such factors as the duration of assignment and the productivity needs of the affected unit. Qualifications will be determined by the EMPLOYER based on requirements of the job, actual job performance, and Civil Service certification.

8.6 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 (1.5) basis or by being paid on a time-and-one half basis for such overtime work. The basis on which such overtime shall be paid shall be determined solely by the EMPLOYER.

ARTICLE 9 – TOOL INSURANCE AND CLOTHING

9.1 The EMPLOYER will provide five (5) changes of coveralls or five (5) changes of shirts and pants, and one (1) jacket per week. The department shall substitute coveralls for shirts and pants and vice versa at the employee's request. Employees may request such substitution no more than two (2) times within a calendar year.

9.2 Employees in the following classifications: Vehicle Maintenance Worker (Heavy), Marina-Mechanic, Welder, Mechanic-Welder, Equipment Repairer, Vehicle Mechanic, Auto Body Repairer (abolished 4/28/04), Vehicle Mechanic Leadworker, Safety Equipment Servicer II, and Vehicle Mechanic (Heavy Truck & Equipment), shall receive a Tool and Shoe Allowance in the following manner.

9.2 (1) For each year of the contract, employees designated in section 9.2 must be on the payroll as of January 1 of each year in order to receive a Tool and Shoe allowance of $328.12. Employees not on the payroll as of January 1 of each year will receive no allowance until the following January 1. Effective **January 1, 2016** the amount shall be $336.62. Effective **January 1, 2017** the amount shall be $344.73.

ARTICLE 9 – TOOL INSURANCE AND CLOTHING (Continued)

Employees holding the classification of Communication Equipment Installer shall receive a Tool and Shoe allowance of $269.06. Employees not on the payroll as of January 1 of each year will receive no allowance until the following January 1. Effective **January 1, 2016** the amount shall be $303.46. Effective **January 1, 2017** the amount shall be $311.05.

9.2 (2) Employees need to keep an accurate, up-to-date inventory of tools kept at the worksite. In the event that the entire tool set is stolen or if the worksite itself is damaged and the tools are not salvageable, the EMPLOYER agrees to replace the tools, in excess of $475.00, that are listed on the inventory previous to the date of the event. Initiating and updating the inventory is to be done on the employee's own time.

9.3 Article 9.3 shall only apply to those employees not holding a designated title in 9.2 above.

9.3 (1) For each year of the contract the EMPLOYER agrees to pay $107.63 toward a safety shoe allowance for each employee who is a member of this Unit as of January 1 of each year. Employees not on the payroll as of January 1 of each year will receive no allowance until the following January 1.

9.3(2) Beginning January 1, 2016, every two (2) years the department will reimburse employees with appropriate documentation up to $150 for a basic pair of prescription safety glasses for those employees who need to wear prescription glasses.

9.4 Effective January 1, in each year of the Agreement, there shall be an increase to the tool allowance and safety shoe reimbursement amounts equal to the same percentage as the negotiated general hourly wage increase.

ARTICLE 10 – JURY DUTY

10.1 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 his/her own behalf against the City, shall be paid his/her regular pay while he/she is so engaged, provided however, that 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. 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 11 – LEGAL SERVICES

11.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, or indifference to rights of others, the EMPLOYER shall defend, save harmless and indemnify an employee against tort claim or demand whether groundless or otherwise arising out of alleged acts or omission occurring in the performance or scope of the employee's duties.

ARTICLE 11 – LEGAL SERVICES (Continued)

11.2 Notwithstanding the provisions of Section 11.1, the EMPLOYER shall not be required to defend or indemnify any employee against personal liability, or damages, costs or expense (a) resulting from a claim, suit, verdict, finding, determination, or judgment that the employee has committed an intentional tort or torts, including but not limited to slander, libel, and/or other defamatory harms; or (b) arising out of cross claims, counterclaims, affirmative defenses, and/or separate actions brought against such employee in response to or resulting from claims, allegations, demands, or actions (whether or not litigation was actually commenced) brought, made, or instituted by such employee.

11.3 Notwithstanding the provisions of Section 11.1 or 11.2, the EMPLOYER may at its sole discretion defend an employee against allegations, claims, demands, or actions wholly or in part based on or arising out of claimed intentional torts, and in such cases, the employee consents to the extent lawfully permitted to such representation without regard to actual or potential conflicts of interest.

11.4 Each employee, within twenty (20) days after receiving notice of (1) a tort claim or demand, action, suit, or proceeding against him/her, and (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 by giving written notice thereof to the City Clerk.

ARTICLE 12 – CITY MILEAGE

12.1 **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 automobiles in the performance of their duties, the following provisions are adopted.

12.2 **Method of Computation:** To be eligible for such reimbursement, all officers and employees must receive written authorization from the department head. 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 IRS mileage reimbursement rate on the most direct route.

12.3 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 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.

12.4 The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that employees maintain automobile liability insurance in amounts of at least the minimums required by the State of Minnesota.

ARTICLE 13 – ACTIVE EMPLOYEE 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. The EMPLOYER'S Cafeteria Plan Document and IRS rules and regulations shall govern the EMPLOYER provided health and welfare benefit program.

13.2 For the purpose of this Article, full-time employment is defined as appearing on the payroll an average of at least 30 hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments or the period preceding initial enrollment.

Effective **January 2016**, 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:

Open Access Choice Deductible Plan: 2015 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2016, after plan design changes; employees shall be responsible for the 2015 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2016, after plan design changes.

Based on a 4.3% premium increase and VEBA offset for single premiums, this results in the following employer contributions:

Single: $577.05, plus $80 per month to be deposited in a VEBA account (plus an additional $75 per month in a VEBA for completion of 2015 Wellness Program).

Family: $1,351.86, plus $45 per month to be deposited in a VEBA account (plus an additional $75 per month in a VEBA for completion of 2015 Wellness Program).

Distinctions:
Single: $398.88
Family: $748.22

Effective **January 2017,** 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:

ARTICLE 13 – ACTIVE EMPLOYEE INSURANCE (Continued)

Open Access Choice Deductible Plan: 2016 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2017, after plan design changes, if any; employees shall be responsible for the 2016 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2017, after plan design changes, if any.

Based on a 6% premium increase and VEBA offset for single premiums, this results in the following employer contributions:

Single: $611.67, plus $75 per month to be deposited in a VEBA account (plus an additional $75 per month in a VEBA for completion of 2016 Wellness Program).

Family: $1,426.52, plus $45 per month to be deposited in a VEBA account (plus an additional $75 per month in a VEBA for completion of 2016 Wellness Program).

Distinctions:
Single: $398.88
Family: $748.22

13.5 All benefit eligible employees will be provided with life insurance in an amount of $5000.

The City agrees to contribute the cost of $5,000.00 life insurance for each eligible employee.

13.6 The insurance benefits provided under this Article shall not apply to temporary employees.

ARTICLE 14 – RETIREE INSURANCE

14.1 Full-time eligible employees must meet the following conditions at the time of retirement in order to be eligible for the EMPLOYER contribution toward the hospital-medical insurance program offered by the EMPLOYER.

14.1 (1) Have completed at least twenty (20) years of full time consecutive service with the City of Saint Paul or after fifteen (15) years of consecutive service for employees who become disabled and are eligible for a disability pension from a retirement fund to which the City of Saint Paul has contributed. Employment with Independent School District No. 625 will not be counted toward the service requirement for employees hired after July 1, 1997 toward years of service for retiree health eligibility.

AND

Be receiving a pension from a retirement fund to which the City of Saint Paul has contributed.

ARTICLE 14 – RETIREE INSURANCE (Continued)

14.2 Employees who were hired on or after July 1, 1975, and who, at the time of retirement, meet the eligibility requirements set forth in Article 14.1 (1), or after fifteen (15) years of consecutive service for employees who become disabled and are eligible for a disability pension from a retirement fund to which the City of Saint Paul has contributed, the EMPLOYER will provide, for the life of the retiree, the full premium cost of the least expensive single health insurance coverage provided by the EMPLOYER at the time the employee retires. The City's contribution level shall remain constant, except that such contribution level shall be refigured at the full cost of the least expensive premium offered by the EMPLOYER at the time the retiree reaches age 65, if such date is after the date of retirement.

For employees hired on or after January 1, 2004, and who, at the time of retirement, meet the eligibility requirements set forth in Article 14.1 (1), or after fifteen (15) years of consecutive service for employees who become disabled and are eligible for a disability pension from a retirement fund to which the City of Saint Paul has contributed, the EMPLOYER will provide, a maximum of $300.00 per month for retiree health insurance.

For employees who retire and do not meet the requirements in 14.1 through 14.3 above at the time of their retirement, the EMPLOYER will discontinue providing any health insurance contributions upon their retirement.

14.3 Employees who retire, but who do not meet the eligibility requirements set forth in 14.1 (1), may purchase single or family health insurance coverage through the EMPLOYER's insurance program. The total cost of such insurance coverage shall be paid by the retiree.

14.4 A retiree's participation in the City's health insurance plan must be continuous. The retiree must be participating in a City health insurance plan at the time of retirement. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation at a later date, such retiree will not be eligible for any future participation or for any EMPLOYER contribution.

14.5 In the event of the death of a retiree 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 his/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.

ARTICLE 15 – HOLIDAYS

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

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

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. On holidays that the employee does perform work, the employee will be compensated at time and one-half for the hours worked, in addition to the holiday pay. 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.

15.2 **Eligibility Requirements:** In order to be eligible for a holiday with pay, an employee must be employed as of the date of the holiday and have paid hours on the payroll for that pay period. The amount of holiday time earned shall be based upon the number of non-holiday hours paid to the employee during that pay period. Paid hours shall include hours actually worked, vacation time, compensatory time, paid leave, and sick leave.

ARTICLE 16 – VACATION

16.1 In each calendar year, each full-time employee shall be granted vacation according to the following schedule. For purposes of this article, years of service shall be based on original employment date with the City and will include the amount of time worked by the employee at any previous certified City position. This shall apply to both part-time and full-time employees:

Years of Service	**Vacation Granted**
Start through 7th year	17 days
8th year through 14th year	22 days
15 years and thereafter	27 days

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

16.3 The head of the department may permit an employee to carry over into the following vacation year up to one hundred twenty (120) hours of vacation.

16.4 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subdivision G (Vacation), unless the Contract provisions directly conflict with the Salary Plan. In such cases, the language of the Contract shall supersede/replace the conflicting language of the Salary Plan.

ARTICLE 16 – VACATION (Continued)

16.5 If an employee has an accumulation of sick leave credits in excess of one hundred eighty (180) days, he/she may convert any part of such excess to vacation at the rate of one-half day's vacation for each day of sick leave credit.

16.6 The maximum number of days' vacation allowed by the conversion of sick leave credits shall be no more than five (5) days in any one (1) year so that the maximum vacation time which may be taken in any one (1) year shall be forty seven (47) days including the regular vacation period.

ARTICLE 17 – GRIEVANCE PROCEDURES

17.1 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.

17.2 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.

17.3 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.

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 within 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 seven (7) 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/her 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 Step

1. If the grievance has not been satisfactorily resolved at Step 3, either the UNION 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.

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 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.

ARTICLE 17 – GRIEVANCE PROCEDURES (Continued)

Step 4 If the grievance remains unresolved, the UNION may within seven (7) calendar days after the response of the EMPLOYER in Step 3, by written notice to the EMPLOYER, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the EMPLOYER and the UNION within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of seven (7) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike three (3) names from the panel. The UNION shall strike the first name; the EMPLOYER shall then strike one (l) name. The process will be repeated and the remaining person shall be the arbitrator.

17.4 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 application 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.

17.5 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.

17.6 The time limits in each step of this procedure may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 18 – SAVINGS CLAUSE

18.1 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 19 – SEVERANCE PAY

19.1 **General:** The EMPLOYER shall provide three (3) severance pay plans as set forth in this Article. The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490. This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490 except in those cases where the specific provisions of this Article conflict with said ordinance and in such cases, the provisions of this Article shall control.

19.2 **Eligibility:** An employee may, in any event, and upon meeting the qualifications of this Article or City Ordinance No. ll490, as amended by City Ordinance No. 16303, Section 1, Section 6, draw severance pay. However, an election by an employee to draw severance pay under either this article or the ordinance shall constitute a bar to receiving severance pay from the other. Employees appointed prior to July 1, 1989, to a title covered by this AGREEMENT who meet the qualifications as defined in Severance Pay Plan 2 or Plan 3 may elect to draw severance pay from either Plan 2 or Plan 3. Employees hired on or after July 1, 1989 shall be covered by the provisions of Plan 3. To be eligible for the severance pay program, an employee must meet the following requirements:

19.3 **Plan 1:** Plan 1 is the severance pay plan described in Ordinance No. 11490, as amended by Ordinance No. 16303.

19.4 **Plan 2:** In addition to the eligibility requirements set forth in 19.2, an employee must meet the following requirements to receive a benefit under Plan 2:

19.4 (1) The employee must be 58 years of age or older or must be eligible for pension under the "rule of 90" provisions of the Public Employees Retirement Association (PERA).

19.4 (2) 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. For the purpose of this severance program, the death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above, at the time of his/her death, payment of the severance pay may be made to the employee's estate or spouse. For the purposes of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is not considered a separation of employment, and such transferee shall not be eligible for the City severance program.

19.4 (3) The employee must have at least ten (10) years of service under the classified or unclassified Civil Service at the time of separation. Employment with Independent School District No. 625 will not be counted toward the service requirement for employees hired after July 1, 1997.

ARTICLE 19 – SEVERANCE PAY (Continued)

19.4 (4) The employee must file a waiver of reemployment with the Director of Human Resources, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or reemployment (of any type), with the City.

19.4 (5) The employee must have accumulated a minimum of sixty (60) days of sick leave credits at the time of his/her separation from service.

19.4 (6) If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he/she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum of 200 accrued sick leave days subject to a maximum of $6,500.00.

19.5 **Plan 3:** In addition to the eligibility requirements set forth in 19.2, an employee must meet the following requirements to receive a benefit under Plan 3:

19.5 (1) The employee must be 58 years of age or older or must be eligible for pension under the "rule of 90" provisions of the Public Employees Retirement Association (PERA).

19.5 (2) The employee must be voluntarily separated from City employment or have been subject to separation, 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. For the purpose of this severance program, the death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above, at the time of his/her death, payment of the severance pay may be made to the employee's estate or spouse.

19.5 (3) The employee must file a waiver of reemployment with the Director of Human Resources, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or reemployment (of any type), with the City.

19.5 (4) The employee must have an accumulated balance of at least eighty (80) days of sick leave credits at the time of his/her separation from service. To qualify for $10,000, the employee must have an accumulated balance of at least one hundred (100) days of sick leave credits at the time of his/her separation from service.

ARTICLE 19 – SEVERANCE PAY (Continued)

19.5 (5) If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he/she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum of as shown below based on the number of years of service with the City.

Years of Service with the City At Least	**Maximum Severance Pay**
15	$ 5,000
17	$ 5,500
19	$ 6,000
21	$ 6,500
23	$ 7,000
25	$10,000

19.6 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 Plan (PEHP) in lieu of any cash payment to the employee.

ARTICLE 20 – WAGE SCHEDULE

20.1 The wage schedule for purposes of this Contract shall be Appendix A, attached hereto.

20.2 The Vehicle Mechanic Leadworker rate will be $1.02 per hour higher than the Vehicle Mechanic rate.

20.3 The Welder Leadworker rate will be $.29 per hour higher than the Welder rate.

20.4 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 (16th) 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 20 – WAGE SCHEDULE (Continued)

20.5 Effective January 1, 2007, newly hired employees of this Bargaining Unit shall serve a one (1) year probation period for all classifications within the Bargaining Unit. This article shall supersede any conflicting language found in the Civil Service Rules and/or Saint Paul Salary Plan and Rates of Compensation. Probation periods relating to layoffs, bumping, and promotions shall be six (6) months in duration.

ARTICLE 21 – STRIKES, LOCKOUTS, WORK INTERFERENCE

21.1 The UNION and the EMPLOYER agree that there shall be no strikes, work stoppages, slow-downs, sitdown, stay-in, or other concerted interference with the EMPLOYER'S business or affairs by any of the said UNION 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 or any controversy which may arise. Employees engaging in same shall be liable for disciplinary action.

ARTICLE 22 – SICK LEAVE

22.1 **Sick Leave With Pay:** During any period in which an employee is absent from work on sick leave with pay, the employee shall not be employed or engaged in any occupation for compensation outside of his regular City employment. Violation of the provision of this paragraph by any employee shall be grounds for suspension or discharge. Sick leave shall accumulate at the rate of .05005 of a working hour for each full hour on the payroll, excluding overtime.

22.2 In the case of a serious illness or disability of an employee's child, the EMPLOYER shall grant leave of absence in accordance with State Legislation. Such leave shall be deducted from the employee's accumulated sick leave credits. If the employee has no accumulated sick leave credits, such leave shall be granted without pay.

22.3 In the case of a serious illness or disability of an employee's dependent, parent, or household member, other than a child, 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 disabled persons. Such leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to forty (40) hours per incident.

ARTICLE 23 – MATERNITY LEAVE

23.1 **Maternity 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.

ARTICLE 24 – LAYOFF AND BUMPING

24.1 As of the effective date of this AGREEMENT, all Vehicle Mechanics and Vehicle Mechanics (Heavy Truck & Equipment) in all departments other than Fire and Police shall be considered Vehicle Mechanics (Heavy Truck & Equipment). Further, Vehicle Mechanic (Heavy Truck & Equipment) class seniority shall be based on all continuous time served in regular or probationary status as a Vehicle Mechanic and Vehicle Mechanic (Heavy Truck & Equipment) since the last date of appointment to either class.

24.2 For purposes of layoff the EMPLOYER shall determine the location and number of employees to layoff. Upon the effective date of layoff, a Vehicle Mechanic (Heavy Truck & Equipment), Vehicle Maintenance Worker (Heavy), and Welder may bump the least senior Vehicle Mechanic (Heavy Truck & Equipment), Vehicle Maintenance Worker (Heavy), and Welder, respectively, Citywide, excluding the Police and Fire Departments and Independent School District No. 625.

An employee exercising a bump across department lines shall serve up to six (6) months probation in the department to which he/she bumps. An employee who does not pass probation shall be laid off. The provisions of this section shall not be subject to Article 17 (Grievance Procedure).

24.3 In the event that the EMPLOYER merges garage operations, the seniority lists of the affected classes for those merged operations only shall be merged.

ARTICLE 25 – PENSION

25.1 Effective January 1, 2007, the EMPLOYER agrees to become a contributing employer to the I.A.M. National Pension Fund on behalf of all Bargaining Unit members, subject to the following conditions:

25.1 (1) The EMPLOYER shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof for which employees in all job classifications covered by this AGREEMENT are entitled to receive pay under this AGREEMENT as follows:

$0.95 per hour, effective January 1, 2016
$1.05 per hour, effective January 1, 2017

If the employee is paid only for a portion of an hour, contributions will be made by the EMPLOYER for the full hour.

25.1 (2) The EMPLOYER shall continue contributions based on a forty (40) hour work week while an employee is off work due to vacation, holiday, compensatory time, and/or sick leave. The EMPLOYER contribution shall also be paid for non-work periods when an employee is receiving Workers Compensation for a maximum of ninety (90) days. The EMPLOYER shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.

ARTICLE 25 – PENSION (Continued)

25.1 (3) The EMPLOYER contribution shall not be paid for hours attributed to leave no pay, or any other type of leave not specifically identified in Article 25.1 (2) above.

25.1 (4) Contributions for new, probationary, part-time, and full-time employees shall be payable from the first day of employment. No contributions shall be made for temporary employees.

25.1 (5) The UNION and the EMPLOYER adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

25.1 (6) The UNION and the EMPLOYER acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the EMPLOYER in the Plan if the successor Collective Bargaining AGREEMENT fails to renew the provisions of this pension Article, or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

25.1 (7) This Article contains the entire AGREEMENT between the UNION and the EMPLOYER regarding pension contributions under this Plan and any contrary provisions of this AGREEMENT shall be void. No oral or written modification of this AGREEMENT shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement, or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

25.1(8) Effective January 1, 2011, any future increase to the EMPLOYER contribution to the I.A.M. National Pension Fund shall result in an equivalent reduction to the wages or fringe benefits of all bargaining unit members, or other negotiable source. In the event that the pension plan fails to meet the minimum contribution and/or funding requirements of ERISA, or the Internal Revenue code, and that failure results in the imposition of an excise tax, or the plan requires any additional amount, either party may request that negotiations commence to determine where said reduction in wages and/or fringe benefits shall occur. All other provisions of this contract shall remain in full force and effect during such negotiations.

ARTICLE 26 – DURATION AND EFFECTIVE DATE

26.1 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, policies, 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.

26.2 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 through December 31, 2017. 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.

Any retroactivity shall be owed only to employees who continue to be employed by the City at the time this Collective Bargaining Agreement is signed by the UNION.

26.3 This constitutes a tentative agreement between the parties which will be recommended by the Director of Human Resources, but is subject to the approval of the Administration of the City, the City Council, and is also subject to ratification by the UNION.

WITNESSES:

CITY OF SAINT PAUL

5/11/16

Jason Schmidt — Date
Labor Relations Manager

5/11/2016

Chara Blanch — Date
Labor Relations Specialist

DISTRICT LODGE NO. 77, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO

5/11/16

John Steigauf — Date
Business Representative

APPENDIX A

The Wage increases agreed to by the UNION and EMPLOYER are:

January 1, 2016 (or closest pay period):	2.5% across-the-board
January 1, 2017 (or closest pay period):	2.5% across-the-board

The wage rates and salary ranges for classifications in this unit are shown below:

GRADE 03U

	A	B
	(1)	(2)
12/26/2015	23.28	24.30
01/07/2017	23.86	24.91

GRADE 04U

830201 EQUIPMENT REPAIRER
811101 FIRE BUILDINGS REPAIRER
830310 SAFETY EQUIPMENT SERVICER I
810411 TRAFFIC MAINT. WORKER (Apptd. prior to 7/1/1991)
830110 VEHICLE MAINT. WORKER-HEAVY (Apptd. prior to 7/1/1991)

	A	B
	(1)	(2)
12/26/2015	24.78	25.91
01/07/2017	25.40	26.56

GRADE 06U

303A MARINA MECHANIC (Inactivated 3/5/2007)

	A	B
	(1)	(2)
12/26/2015	24.34	25.35
01/07/2017	24.95	25.98

APPENDIX A (Continued)

GRADE 07U

280 MACHINIST (Inactivated 4/16/2007)
830610 MECHANIC WELDER
830311 SAFETY EQUIPMENT SERVICER II
830010 VEHICLE MECHANIC
840501 WELDER

	A
	(1)
12/26/2015	29.16
01/07/2017	29.89

GRADE 08U

071A WELDER LEADWORKER (Inactivated 8/11/1997)

	A
	(1)
12/26/2015	29.45
01/07/2017	30.18

GRADE 09U

830000 VEHICLE MECHANIC TRAINEE

	Start	1 – yr	2 – yr
	(1)	(2)	(3)
12/26/2015	17.81	20.12	22.42
01/07/2017	18.26	20.62	22.98

GRADE 10U

981 PARTS RUNNER (Inactivated 5/20/2009)

	Start	1 – yr	2 – yr
	(1)	(2)	(3)
12/26/2015	12.69	14.38	15.58
01/07/2017	13.01	14.74	15.97

GRADE 12U

830020 VEHICLE MECHANIC LEADWORKER

	A
	(1)
12/26/2015	30.18
01/07/2017	30.91

APPENDIX A (Continued)

GRADE 13U

	Start (1)	6 – mo (2)	1 – yr (3)
12/26/2015	18.01	18.42	19.28
01/07/2017	18.46	18.88	19.76

GRADE 14U

830120 VEHICLE MECHANIC (HVY TR&EQUIP)

	A (1)
12/26/2015	29.16
01/07/2017	29.89

GRADE 15U

830801 TOOLMAKER - SPRWS

	A (1)
12/26/2015	31.43
01/07/2017	32.22

GRADE 16U

850000 COMMUNICATION EQUIPMENT INSTALLER
443A VEHICLE MAINT. WORKER-HEAVY
(Apptd. After 7/1/1991) (Inactivated 1/9/2007)

	Start (1)	6 – mo (2)
12/26/2015	21.96	22.87
01/01/2017	22.51	23.44

GRADE 17U

810410 TRAFFIC MAINTENANCE WORKER
(Apptd. After 7/1/1991)

	Start (1)	6 - mo (2)
12/26/2015	22.70	23.65
01/07/2017	23.27	24.24