2016-2017

LABOR AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

THE SAINT PAUL MANUAL & MAINTENANCE SUPERVISORS ASSOCIATION

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ARTICLE 1 – PURPOSE OF AGREEMENT

1.1 This Agreement is entered into between the City of Saint Paul, hereinafter called the Employer, and the Saint Paul Manual and Maintenance Supervisors Association, hereinafter called the Association.

Place in written form the parties' Agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Association as the exclusive representative, under the Public Employment Labor Relations Act of 1984, as amended, for all personnel in the following classifications:

All manual maintenance supervisors who are employed for more that fourteen (14) hours per week and more than sixty-seven (67) work days per year by the City of Saint Paul, excluding all other Employees. Titles included:

Animal Control Supervisor
Bridge Maintenance Supervisor I
Bridge Maintenance Supervisor II
Building Maintenance Supervisor – Fire Department
Building Maintenance Supervisor – Libraries
Building Maintenance Supervisor – Parks & Recreation
Building Maintenance Supervisor – Police Department
Dispatcher
Equipment Maintenance Supervisor
Forestry Supervisor I
Forestry Supervisor II
Golf Course Superintendent
Marina Services Supervisor
Meter Operations Supervisor
Park Maintenance Supervisor I
Park Maintenance Supervisor II
Park Maintenance Supervisor III
Public Works Field Supervisor
Public Works Supervisor I
Public Works Supervisor II
Public Works Supervisor III
Senior Zoo Keeper
Sewer Supervisor I
Sewer Supervisor II
Sewer Supervisor III
Supply Systems Supervisor I
Supply Systems Supervisor II
Traffic Maintenance Supervisor I
Traffic Maintenance Supervisor II
Vehicle Mechanic Supervisor I
Vehicle Mechanic Supervisor II
Water Distribution Supervisor I
Water Distribution Supervisor II
Water Distribution Supervisor III
Water Production Supervisor I
Water Production Supervisor II

2.2 In the event the Employer and the Association are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination. It is understood that this provision shall refer to the Bureau of Mediation Services only such issues as by law are under its jurisdiction.

2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the Bargaining Unit under the jurisdiction of this Agreement, either individually or collectively which in any way conflicts with the terms

ARTICLE 2 – RECOGNITION (Continued)

and conditions of this Agreement, except through the certified representative.

2.4 Neither the Association nor the Employer shall discriminate against any Employee because of Association membership or non-membership, or because of his/her race, color, sex, religion, national origin, or political opinion or affiliations.

2.5 All existing Civil Service Rules shall apply except those superseded by this Agreement.

ARTICLE 3 – MAINTENANCE OF STANDARDS

3.1 The City agrees that all conditions of employment relating to wages, hours of work, overtime differentials, vacations, and general working conditions shall be maintained at not less than the highest minimum standard as set forth in the Civil Service Rules of the City of Saint Paul and 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 Civil Service Rules 8 and 14 shall not apply in regard to testing for classifications represented by this Association.

ARTICLE 4 – EMPLOYER SECURITY

4.1 The Association agrees that during the life of this Agreement it will not cause, encourage, participate in, or support any strike, slow-down, or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 – EMPLOYER AUTHORITY

5.1 The Employer retains the sole right to operate and manage all manpower, facilities, and equipment in accordance with applicable laws and regulations of appropriate authorities.

5.2 Any terms and conditions of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

5.3 The exercise by the Employer of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion, shall not be a precedent or be binding on the Employer, nor the subject or basis of any grievance not admissible in any arbitration proceeding.

ARTICLE 5 – EMPLOYER AUTHORITY (Continued)

5.4 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.

ARTICLE 6 – ASSOCIATION SECURITY

6.1 The Employer shall deduct from the wages of the employees who authorize such a deduction in writing an amount necessary to cover monthly Association dues. Such monies shall be remitted as directed by the Association.

6.2 The Association may designate Employees from the Bargaining Unit to act as stewards and alternates and shall inform the Employer in writing of such choices and of changes in the positions of stewards and/or alternates. It is further understood that the number and locations of stewards shall be limited and confined to numbers and locations as are necessary and reasonable to administer the provisions of this Agreement.

6.3 The Employer shall make space available on the employee bulletin board for the posting of Association notices and announcements.

6.4 The Association agrees to 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.

6.5 The Employer agrees that on the Employer's premises and without loss of pay the Association stewards shall be allowed to post official Association notices of the designated representatives, to transmit communications authorized by the Association or its officers under the terms of this Agreement, and to consult with the Employer, its representative, Association officers, or the Association representative concerning the enforcement of any provisions of this Agreement, so long as such action does not interfere with regular employee duties and is reasonable and necessary.

6.6 Stewards are authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary Agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a steward because of the performance of such duties.

6.7 Any present or future employee who is not an Association member may be required to contribute a fair share fee for services rendered by the Association. Upon notification by the Association, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Association. 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.

ARTICLE 6 – ASSOCIATION SECURITY (Continued)

This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal. It is also understood that the Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this section.

ARTICLE 7 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

7.1 Definition of a Grievance – The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances which are defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. It is understood by the Association and the Employer that if an issue is submitted and determined by this grievance procedure, that issue shall not again be submitted for arbitration under the provision of the Rules and Regulations of Civil Service. It is further understood that if an issue is submitted and determined by the grievance procedure under the Civil Service Rules and Regulations, it shall not again be submitted for arbitration under the procedures set forth in this Article.

7.2 Association Representatives – The Employer will recognize Representatives designated by the Association as the grievance representatives of the Bargaining Unit having the duties and responsibilities established by this Article. The Association shall notify the Employer in writing of the names of such Association Representatives and of their successors when so designated as provided by Article 6.2 of this Agreement.

7.3 Processing of a Grievance – It is recognized and accepted by the Association 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 only when consistent with such employee duties and responsibilities.

The aggrieved Employee and an Association 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 Association Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure – Grievances, as defined by Section 7.1, 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, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer.

The Employer-designated representative will discuss and give an answer to such Step 1 grievance within seven (7) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall 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 appealed to Step 2 within seven (7) calendar days after the Employer-designated representative's final answer in Step 1.

Step 2 If appealed, the written grievance shall be presented by the Association and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Association the Employer's Step 2 answer in writing within seven (7) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within seven (7) calendar days following the Employer-designated representative's final Step 2 answer.

Step 3 If appealed, the written grievance shall be presented by the Association and discussed with the Labor Relations Manager or his/her designee. The Employer-designated representative shall give the Association the Employer's answer in writing within seven (7) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within seven (7) calendar days following the Employer-designated representative's final answer in Step 3.

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 both 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.

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. Either party may at any time opt out of mediation at which time, the Union may then proceed to arbitration.

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.

5. 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, in that, nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 by the Association shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 Arbitrator's Authority –

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Association, and shall have no authority to make a decision on any other issue not so submitted.

B. 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 binding on both the Employer and the Association and 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.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association 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. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 Waiver of grievances/missed timelines. If a grievance is: (1) not presented within twenty-one (21) calendar days of its occurrence by the employee as described in Step 1; or (2) arbitration has not been requested by the Association within sixty (60) calendar days of the Association's filing of its written grievance in Step 2, it shall be considered "waived".

ARTICLE 7 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE (Continued)

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

ARTICLE 8 – SAVINGS CLAUSE

8.1 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 9 – SENIORITY

9.1 Seniority, for the purpose of this Agreement, shall be defined as follows:

A. "City Seniority" – The length of continuous, regular and probationary service with the Employer from the last date of employment in any and all class titles.

B. "Class Seniority" – The length of continuous, regular and probationary service with the Employer from the date an Employee was first certified and appointed to a class title covered by this Agreement, it being further understood that class seniority is confined to the current class assignment held by an Employee.

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

9.3 Seniority shall not accumulate during an unpaid leave of absence, except when such leave is granted for a period of less than thirty (30) calendar days; is granted because of illness or injury; is granted to allow an Employee to accept an appointment to the unclassified service of the Employer; or is granted to take an elected or appointed full-time position with the Association.

9.4 In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid-off by class title within each division based on inverse length of "Class Seniority". Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff. In cases where there are promotional series, such as Supervisor I, Supervisor II, Supervisor III, etc., when the number of employees in these higher titles is to be reduced, employees who have held lower titles which are in this Bargaining Unit will be offered reductions to the highest of these titles to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department.

ARTICLE 9 – SENIORITY (Continued)

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

9.5 To the extent possible, vacation periods shall be assigned on the basis of "City Seniority," within each class, by division. It is however, understood that vacation assignments shall be subject to the ability of the Employer to maintain operations.

9.6 Effective November 15, 2015, titles represented by this bargaining unit are no longer subject to Civil Service Rules 8.A.3 and 14 pertaining to promotion rights.

9.7 The Employer shall post a seniority list at least once every six (6) months.

9.8 Notwithstanding anything in this Agreement to the contrary, no employee in a position outside this Bargaining Unit may bump into a position in this unit, except as described here:

9.8 (1) an employee outside the unit may return to a vacancy in this unit if selected following prescribed procedures;

9.8 (2) an employee outside the unit may bump the most junior employee in a position previously held by the returning employee if a bumping right has been provided under the Tri-Council agreement to members of this unit;

and if provided, the rights of employees attempting to bump back into this unit shall be the same in every respect but shall not exceed those rights given to members of this unit by the Tri-Council contract.

ARTICLE 10 – DISCIPLINE

10.1 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.

10.2 Suspensions, reductions, and discharges will be in written form.

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

ARTICLE 10 – DISCIPLINE (Continued)

10.4 Employees may examine all information in their Employer personnel files that concerns work evaluation, commendations, and/or disciplinary actions. Files may be examined at reasonable times under the direct supervision of the Employer. No documents concerning work evaluation or discipline of an employee will be placed in the Employee's personnel file unless it contains the signature of the Employee acknowledging the Employee's receipt of the document prior to placing it in the file.

10.5 Discharges will be preceded by a five (5) day preliminary suspension without pay. During said period, the Employee and/or Association 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 Civil Service Rules or may modify, or withdraw same.

10.6 An Employee to be questioned concerning an investigation of disciplinary action shall have the right to request that an Association Representative be present.

10.7 Oral Reprimands may be grieved up to the third step of the grievance procedure, but are not subject to the arbitration provisions of Article 7.4. 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. Employees will be allowed to provide a written response to be attached to the oral reprimand in the personnel file if they so choose.

ARTICLE 11 – OVERTIME AND PREMIUMS

11.1 Employees (with the exception of those covered in Section 11.2 hereof) shall be paid one and one-half (1.5) times the regular rate of pay for work performed in excess of the regular work day and/or the forty (40) hour work week.

11.2 Employees in classifications in salary grade 42 or above shall be paid straight time for work performed in excess of the regular work day and/or forty (40) hour work week.

11.3 An Employee who is called back to work following the completion of his/her regular work day shall be guaranteed four (4) hours pay at his/her regular straight time rate.

11.4 An Employee shall be compensated in either compensatory time off or overtime payment in cash. Employees may express a written preference for the method of overtime payment, cash, or compensatory time.

11.5 A night differential of five percent (5%) shall be provided to employees who work night shifts as defined herein. A night shift will be considered to be a shift beginning earlier than 6:00 a.m., or ending later than 6:00 p.m., provided that at least five (5) hours of said shift are worked between the hours of 6:00 p.m. and 6:00 a.m. It is further understood that in case of shifts beginning earlier than 6:00 a.m. or ending later than 6:00 p.m. which involve less than five (5) hours of work, an employee shall be eligible for the night differential only for the hours actually worked during night shift hours.

ARTICLE 11 – OVERTIME AND PREMIUMS (Continued)

11.6 Employees may decline to carry city cell phones, pagers, or beepers during non-working hours. In the event that the City directs an employee to carry city cell phones, pagers, or beepers to standby for non-working hours, the Employer and the Association shall establish a premium for such duty.

11.7 Notwithstanding Article 11.1, 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 Article 11.1. 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.

ARTICLE 12 - UNIFORMS

12.1 The City shall furnish a uniform or required equipment to any employee who is required by the City to wear the uniform or utilize the equipment as condition of employment. After providing, at its expense, an initial uniform to employees required to wear a uniform, the City will reimburse these employees for necessary replacement parts of the uniform annually per calendar year beginning the year after the employee's initial issue of uniform. Employees must present receipts to be reimbursed.

12.2 The following shall govern the payment of safety shoes. The Employer agrees to contribute $100.00 per payroll year to each employee of the Bargaining Unit who is required by the Employer to wear protective shoes or boots. This contribution will be made for employees on the payroll as of January 1st. Employees hired after January 1st will receive one-half the normal allowance for that payroll year. Effective January 1, 2014, the shoe allowance shall be increased to $125.00 per payroll year.

12.3 The Employer shall provide each employee in the title of Golf Course Superintendent who is required to wear a specified uniform with four (4) uniforms for full-time employees and two (2) uniforms for part-time employees. The uniform will consist of either a shirt or sweatshirt selected by the Employer. Employees will be required to wear the uniform while on duty and will be responsible for the care and upkeep of their uniforms.

ARTICLE 13 – VACATION

13.1 Each full-time employee shall be granted vacation according to the following schedule:

Years of Service	**Vacation Granted**
0 thru 7th year	16.50 days
8th year thru 15th year	21.50 days
16th year thru 23rd year	25.50 days
24th year and thereafter	27.50 days

ARTICLE 13 – VACATION (Continued)

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

13.3 The head of the department may permit an employee to carry over into the following fiscal year up to one hundred twenty (120) hours of vacation. The vacation cap of 120 hours shall be applied on the last work day of the calendar year.

13.4 The above provisions of vacation shall be subject to Resolution No. 6446, Section I, Sub. H, unless the Agreement provisions directly conflict with the Salary Plan. In such cases, the language of the Agreement shall supersede/replace the conflicting language of the Salary Plan.

13.5 For the purposes of this Article, years of service shall be defined as the number of years since the employee's original employment date. This shall not include years of service prior to a resignation.

13.6 For the purposes of this Article, qualifying years of service shall be determined based on employment date. This shall apply to both part-time and full-time employees.

13.7 Any employee who is eligible to receive Severance from the City under Article 17 (Severance Pay) shall have his/her accrued but unused vacation contributed to a Post Employment Health Plan (PEHP) in lieu of cash payment to the employee. Such amounts shall be made at the time of retirement.

13.8 Effective January 1, 2008, accrued but unused Compensatory Time shall no longer be contributed to a Post Employment Health Plan (PEHP).

ARTICLE 14 – HOLIDAYS

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

New Years 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. 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.

14.2 Floating holidays have been incorporated in to the vacation schedule.

ARTICLE 14 – HOLIDAYS (Continued)

14.3 **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 during that pay period (see pro-ration charts in Salary Plan and Rates of Compensation). For the purpose of this Section, non-holiday hours paid includes hours actually worked, vacation time, compensatory time, paid leave, and sick leave. It is further understood that neither temporary, emergency, nor other employees not heretofore eligible shall receive holiday pay.

14.4 Major holidays, for the purpose of this Section, shall include all holidays listed in Section 14.1 above. An employee working a major holiday as defined herein shall receive time and one-half (1.5) his/her regular rate of pay for all work performed on such holiday, it being understood that all payments for holiday work shall be in addition to regular holiday pay.

ARTICLE 15 – INSURANCE

15.1 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.

15.2 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:

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

15.3 The Employer agrees to contribute the cost of Life Insurance in the amount of $50,000. This contribution shall be paid to the City's Group Health and Welfare Plan.

Retiree Insurance

15.4 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 l5.5 through 15.15 below, toward a health insurance plan offered by the Employer:

15.4 (1) Be receiving benefits from a public employee retirement act at the time of retirement, and

15.4 (2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct, and

15.4 (3) Have completed at least twenty (20) years' service (or fifteen (15) years if receiving a disability pension) with the City of St. Paul. Employment with the Independent School District No. 625 will not be counted toward the years of service requirement for employees hired after January 1, 1997 for purposes of retiree health eligibility.

15.4(4) Effective January 1, 2013, the early and regular retiree health insurance benefit providing continued employer contributions for health insurance for certain retiring SPMMSA employees, will not be available or apply to employees entering the SPMMSA bargaining unit after December 31, 2013, except the following:

a. Employees employed by the City prior to January 1, 1996,
b. Employees who are in the bargaining unit on December 31, 2013,
c. Employees who have earned the above benefit and who may have left City service before January 1, 2014."

Early Retirees

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

15.5 (1) Retire on or after January 1, 1996, and
15.5 (2) Were appointed on or before December 31, 1995, and
15.5 (3) Have not attained age sixty-five (65) at retirement, and
15.5 (4) Meet the terms set forth in Section 15.4 above, and
15.5 (5) Select a health insurance plan offered by the Employer.

Until such employees reach sixty-five (65) years of age, the Employer agrees that for retirees selecting single coverage, the Employer will provide the same contribution as is provided for active employees selecting single coverage under this Agreement. This amount, however, shall not exceed $350.00 per month.

For employees selecting family health insurance coverage, the Employer will contribute $350.00 per month toward the premium for family health insurance coverage. Any unused portion of the Employer's contribution shall not be paid to the retiree. In addition, the Employer will contribute the cost for $5,000 life insurance until the retiree attains the age of sixty-five (65).

When such early retiree attains age sixty-five (65), the provisions of Section 15.7 shall apply.

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

15.6 (1) Retire on or after January 1, 1996, and
15.6 (2) Were appointed on or after January l, 1996, and
15.6 (3) Have not attained age sixty-five (65) at retirement, and
15.6 (4) Meet the conditions set forth in Section 15.4 above, and
15.6 (5) Select a health insurance plan offered by the Employer.

Until such retirees reach sixty-five (65) years of age, the Employer agrees to 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 contribute the cost for $5,000 life insurance until the retiree attains the age of sixty-five (65). When such early retiree attains age sixty-five (65), the provisions of Section

15.8 shall apply.

Upon such retiree reaching the age of sixty-five (65), such Employer contributions toward such early retiree coverages shall terminate. The Employer will also contribute the cost for $5,000 of life insurance coverage for such early retiree until the early retiree reaches age sixty-five (65), at which time the life insurance coverage shall terminate.

Regular Retirees (Age 65 and over)

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

15.7 (1) Retire on or after January 1, 1996, and
15.7 (2) Were appointed on or before January 1, 1996, and
15.7 (3) Have attained age sixty-five (65) at retirement, and
15.7 (4) Meet the terms set forth in Section 15.4 above, and
15.7 (5) Select a health insurance plan offered by the Employer.

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

This Section shall also apply to early retirees who retired under the provisions of Section 15.5 when such early retirees attain age sixty-five (65).

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

15.8 (1) Retire on or after January 1, 1996, and
15.8 (2) Were appointed on or after January 1, 1996, and
15.8 (3) Have attained age sixty-five (65) at retirement, and
15.8 (4) Meet the terms set forth in Section 15.4 above, and
15.8 (5) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute a maximum of $300.00 per month towards the cost of single or family health insurance coverage offered to regular retirees and their dependents. Any unused portion shall not be paid to the retiree.

This Section shall also apply to early retirees who retired under the provisions of Section 15.6 when such early retirees attain age sixty-five (65).

15.9 If an employee does not meet the conditions of Section 15.4 (3), but does satisfy the conditions in 15.4 (1) and (2), he/she 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.

15.10 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's health insurance program.

ARTICLE 15 – INSURANCE (Continued)

15.11 Any cost of any premium for any City offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 15 shall be paid by the Employee.

15.12 The contributions indicated in this Article shall be paid to the Employer's Third Party Administrator.

15.13 The Employer will provide a system whereby the employee's contribution toward premiums for the employee selected health insurance coverages can be paid on a pre-tax basis. Employees covered by this Agreement will 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.

15.14 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.

Survivor Insurance

15.15 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:

15.15 (1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.

15.15 (2) The employment of the surviving spouse or dependent where health insurance is obtained through a group program provided by said employer. In this event, however, the surviving spouse or dependent shall have the right to maintain City health insurance for the first ninety (90) days of said employment.

ARTICLE 16 – CITY MILEAGE

16.1 **Automobile Reimbursement Authorized:** Chapter 33 of the Saint Paul Administrative code shall be superceded for members of this bargaining unit by this Article.

16.2 **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 I.R.S. mileage reimbursement rate on the most direct route.

ARTICLE 16 – CITY MILEAGE (Continued)

16.3 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 on the above mentioned type of reimbursement plan 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 or her own personal car available as authorized by the department head.

ARTICLE 17 – SEVERANCE PAY

17.1 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).

17.2 The following severance plan shall replace all other plans applicable to members of this Bargaining Unit.

17.2 (a) An employee must meet the following requirements to receive a benefit under this plan.

(1) The employee must be voluntarily separated from City employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetence, or any other disciplinary reason are not eligible for the City severance pay program. For the purpose of this severance program, a death of an employee shall be considered as separation of employment and if the employee would have met all of the requirements set forth at the time of his/her death, payment of the severance pay shall be made to the employee's estate or spouse. For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is considered a separation of employment, and such transferee shall be eligible for the City severance program. For the purpose of this Article, service requirements for severance eligibility will not include years of service with the Independent School District No. 625 for employees hired by the City or transferred to the City after December 31, 1998.

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

(3) The employee must have a minimum of twenty (20) years of service and eight hundred (800) hours of sick leave credits at the time of his/her separation of service from the City.

(4) If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he/she will be granted severance pay as shown below.

ARTICLE 17 – SEVERANCE PAY (Continued)

Minimum twenty (20) years of service and Severance accrued sick leave credits of:

800.....$10,000
1300.....$12,500
1800.....$15,000

ARTICLE 18 – WORKING OUT OF CLASSIFICATION

18.1 Any employee working an out-of-class assignment for a period in excess of fifteen (15) working days during any fiscal year (of the Employer) shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth day of such assignment. For purposes of this Article, an out-of-class assignment is defined as the full-time performance of all of the significant duties and responsibilities of a classification by an individual in another classification. For the purpose of this Article, the rate of pay for an out-of-class assignment shall be the same rate the employee would receive if he was promoted to the higher classification.

ARTICLE 19 – SICK LEAVE AND PARENTAL LEAVE

19.1 Sick leave shall be earned and granted in accordance with the Civil Service Rules. The rate earned shall be twelve (12) days per year.

19.2 In the case of a serious illness or disability of an employee's child, parent, or household member, the head of the department shall grant leave with pay in order for the employee to care for or make arrangements for the care of such sick or disabled persons. Such paid leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to forty (40) hours per incident.

19.3 Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, may be granted one day of sick leave to attend the funeral of the employee's grandparent or grandchild.

19.4 If an employee has an accumulation of sick leave credits in excess of one hundred and eighty 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. No employee may convert more than ten (10) days of sick leave in each IRS payroll year under this provision.

19.5 **Parental Leave:** Pregnant employees of the City of Saint Paul shall be eligible for the use of paid sick leave and unpaid leave of absence in the same manner as any other disabled or ill City employee. Such paid sick leave eligibility shall begin upon certification by the employee's attending physician that the employee is disabled in terms of her ability to perform the duties of her position.

ARTICLE 19 – SICK LEAVE AND PARENTAL LEAVE (Continued)

A twelve (12) month Parental leave of absence without pay shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. Such leave may be extended an additional twelve (12) months by mutual agreement between the employee and the Employer. Refusal on the part of the Employer to grant an extension of such leave shall not be subject to the provisions of Article 7 (Employee Rights – Grievance Procedure) of this Agreement.

Employees who return following such leaves of absence shall be placed in a position of equivalent salary and tenure as the one held just prior to the beginning of their leave.

19.6 **Leave for School Conferences:** An employee shall be granted up to a total of sixteen (16) hours during a school year to attend conferences or classroom activities related to the employee's child, provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours, and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Employer. An employee shall be allowed to use vacation or compensatory time for this leave; otherwise, this leave shall be without pay.

19.7 **Voluntary Unpaid Leave of Absence:** Effective upon the date of the signing of this Agreement, a full-time employee may be granted a voluntary leave of absence without pay for up to four hundred eighty (480) hours per fiscal year. During such leave of absence, the employee shall continue to earn and to accrue vacation and sick leave, seniority credits, and shall 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.

19.8 **Jury Duty:** Any employee who is required during his/her regular working hours to appear in court as a juror or witness, except as a witness in the employee's own behalf against the Employer, shall be paid his/her regular pay while so engaged. Any fees that the employee may receive from the court for such service shall be paid to the City and be deposited with the Employer. 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 20 – NO STRIKE, NO LOCKOUT

20.1 The Association and the Employer agree that there shall be no strikes, work stoppages, slowdowns, sit-downs, stay ins, or other considered interference with the Employers' business or affairs by the Association and/or the members thereof, and there shall be no bannering during the existence of this Agreement without first using all possible means of peaceful settlement of any controversy that may arise.

ARTICLE 21 – RIGHT TO SUBCONTRACT

21.1 The Employer may at anytime during the duration of this Agreement contract out work done by the employees covered by this Agreement. In the event that such contracting would result in reduction of the work force covered by this Agreement, the Employer shall give the Association a ninety (90) calendar day notice of the intention to subcontract.

ARTICLE 22 – DEFERRED COMPENSATION

22.1 Employees who have completed ten (10) years of service shall have $650.00 for Deferred Compensation paid by the Employer on a dollar for dollar match.

22.2 Employees who have completed twenty (20) years of service shall have $850.00 for Deferred Compensation paid by the Employer on a dollar for dollar match.

22.3 For each year of the Agreement the employee will have the full amount of the contributions made by the paycheck closest to October 1 of the plan year. For each year of the Agreement the Employer will match contributions by the last payday of November of the plan year.

22.4 Effective January 1, 2017, the deferred compensation schedule will change to the following:

5 years	$300
10 years	$850
20 years	$1,000
30 years	$1,200

ARTICLE 23 – WAGE SCHEDULE

The basic wage rates reflect the following increases:

Effective December 26, 2015: 2.5%
Effective April 1, 2017: 2.5%

GRADE 01U
649999 DISPATCHER

		10-yr	20-yr
12/26/2015	29.86	30.55	31.00
04/01/2017	30.61	31.31	31.78

GRADE 02U

		10-yr	20-yr
	(1)	(2)	(3)
12/26/2016	30.04	30.72	31.19
04/01/2017	30.79	31.49	31.97

ARTICLE 23 – WAGE SCHEDULE (Continued)

GRADE 04U

	(1)	(2)	10-yr (3)	20-yr (4)
12/26/2016	30.12	31.24	31.93	32.42
04/01/2017	30.87	32.02	32.73	33.23

GRADE 06U

	(1)	10-yr (2)	20-yr (3)
12/26/2016	27.74	28.36	28.77
04/01/2017	28.43	29.07	29.49

GRADE 08U

	(1)	10-yr (2)	20-yr (3)
12/26/2016	23.34	23.88	24.23
04/01/2017	23.92	24.48	24.84

GRADE 030

	(1)	(2)	10-yr (3)	20-yr (4)
12/26/2016	26.41	27.12	27.74	28.16
04/01/2017	27.08	27.80	28.43	28.85

GRADE 033
304A MARINA SERVICES SUPERVISOR

	(1)	(2)	10-yr (3)	20-yr (4)
12/26/2016	28.86	29.67	30.34	30.79
04/01/2017	29.58	30.41	31.10	31.56

ARTICLE 23 – WAGE SCHEDULE (Continued)

GRADE 034

	(1)	(2)	10-yr (3)	20-yr (4)
12/26/2016	29.54	30.37	31.05	31.51
04/01/2017	30.28	31.13	31.83	32.30

GRADE 035
940011 SENIOR ZOO KEEPER

	(1)	(2)	10-yr (3)	20-yr (4)
12/26/2016	30.01	30.82	31.52	31.99
04/01/2017	30.76	31.59	32.31	32.79

GRADE 036
800130 FORESTRY SUPERVISOR I
810030 PARK MAINTENANCE SUPERVISOR I
840130 PUBLIC WORKS SUPERVISOR I
840350 SEWER SUPERVISOR I
840810 SUPPLY SYSTEMS SUPERVISOR I
810420 TRAFFIC MAINTENANCE SUPV I
840040 WATER DISTRIBUTION SUPERVISOR I
830540 WATER PRODUCTION SUPERVISOR I

	(1)	(2)	10-yr (3)	20-yr (4)
12/26/2016	31.31	32.17	32.89	33.38
04/01/2017	32.09	32.97	33.71	34.21

GRADE 037

	(1)	(2)	10-yr (3)	20-yr (4)
12/26/2016	31.43	32.29	33.01	33.51
04/01/2017	32.22	33.10	33.84	34.35

ARTICLE 23 – WAGE SCHEDULE (Continued)

GRADE 038

500020 ANIMAL CONTROL SUPERVISOR
840430 BRIDGE MAINT SUPERVISOR I
810230 GOLF COURSE SUPERINTENDENT
830430 METER OPERATIONS SUPERVISOR
840131 PUBLIC WORKS SUPERVISOR II
840351 SEWER SUPERVISOR II
840811 SUPPLY SYSTEMS SUPERVISOR II
830030 VEHICLE MECHANIC SUPERVISOR I
840041 WATER DISTRIBUTION SUPERVISOR II

	(1)	(2)	10-yr (3)	20-yr (4)
12/26/2016	33.06	34.00	34.78	35.29
04/01/2017	33.89	34.85	35.65	36.17

GRADE 039

839999 EQUIPMENT MAINT SUPERVISOR

	(1)	(2)	10-yr (3)	20-yr (4)
12/26/2016	33.91	34.85	35.63	36.17
04/01/2017	34.76	35.72	36.52	37.07

GRADE 040

800131 FORESTRY SUPERVISOR II
810030 PARK MAINTENANCE SUPERVISOR II
810421 TRAFFIC MAINTENANCE SUPV II
830031 VEHICLE MECHANIC SUPERVISOR II
840042 WATER DISTRIBUTION SUPERVISOR III
830541 WATER PRODUCTION SUPERVISOR II

	(1)	(2)	10-yr (3)	20-yr (4)
12/26/2016	34.99	36.06	36.88	37.43
04/01/2017	35.86	36.96	37.80	38.37

ARTICLE 23 – WAGE SCHEDULE (Continued)

GRADE 041
840431 BRIDGE MAINT SUPERVISOR II
810720 BUILD MAINT SUPV-LIBRARIES
840132 PUBLIC WORKS SUPERVISOR III
840352 SEWER SUPERVISOR III

			10-yr	20-yr
	(1)	(2)	(3)	(4)
12/26/2016	36.06	37.09	37.93	38.50
04/01/2017	36.96	38.02	38.88	39.46

GRADE 043
811301 BUILD MAINT SUPV--FIRE DEPT
810820 BUILDING MAINTENANCE SUPERVISOR – POLICE DEPARTMENT
810032 PARK MAINTENANCE SUPERVISOR III

			10-yr	20-yr
	(1)	(2)	(3)	(4)
12/26/2016	38.10	39.21	40.09	40.69
04/01/2017	39.05	40.19	41.09	41.71

GRADE 044
840140 PUBLIC WORKS FIELD SUPERVISOR

			10-yr	20-yr
	(1)	(2)	(3)	(4)
12/26/2016	39.27	40.43	41.34	41.95
04/01/2017	40.25	41.44	42.37	43.00

GRADE 045

			10-yr	20-yr
	(1)	(2)	(3)	(4)
12/26/2016	40.45	41.66	42.59	43.23
04/01/2017	41.46	42.70	43.65	44.31

ARTICLE 23 – WAGE SCHEDULE (Continued)

GRADE 046
810501 BUILD MAINT SUPV – PARKS & REC

			10-yr	20-yr
	(1)	(2)	(3)	(4)
12/26/2016	41.67	42.91	43.87	44.53
04/01/2017	42.71	43.98	44.97	45.64

Effective January 1, 2011, the 20-yr step is based on the employee's original employment date.

ARTICLE 24 – LEGAL SERVICES

24.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless, and indemnify an employee and/or his estate, against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employee's duties.

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 no later than three (3) business days after receipt of such notice.

24.2 Notwithstanding Article 24.1, the Employer shall not be responsible for paying any legal service or for providing any legal service arising from any legal action where the employee is the Plaintiff.

24.3 This Article is not grievable or subject to the grievance procedures of Article 7 (Employee Rights – Grievance Procedure) of this Agreement.

ARTICLE 25 – TERMS OF AGREEMENT

25.1 This Agreement shall be effective as of January 1, 2016, and shall continue in effect through December 31, 2017. This Agreement shall remain in effect and full force until modified or amended by mutual agreement of the parties.

25.2 It is understood that this settlement shall be recommended by the Manager of Labor Relations, but is subject to approval by the City Council.

ARTICLE 24 – TERMS OF AGREEMENT (Continued)

25.3 The Employer and the Association acknowledged that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The Agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this Agreement. Any and all prior Agreements, resolutions, practices, policy, or rules or regulations regarding the terms and conditions of employment to the extent they are inconsistent with this Agreement are hereby superseded.

CITY OF SAINT PAUL

Jason Schmidt
Labor Relations Manager

3/28/16
Date

THE SAINT PAUL MANUAL AND MAINTENANCE SUPERVISORS ASSOCIATION

Karin Misiewicz
President

3-28-16
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF SAINT PAUL & THE SAINT PAUL MANUAL & MAINTENANCE SUPERVISORS ASSOCIATION

The City of Saint Paul and the Saint Paul Manual & Maintenance Supervisors Association agree to the following:

ARTICLE 19.1 Working out of Classification, states;

Any Employee working an out-of-class assignment for a period in excess of fifteen (15) working days during any fiscal year (of the Employer) shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth day of such assignment.

The language states that an employee holding an out-of-classification position in excess of fifteen (15) working days will receive the rate of pay for the out-of-classification position. It is understood, that individual Departments have established different practices regarding where in the fifteen days the out-of-classification pay begins. The Departments will continue to exercise their individual discretion regarding the day to initiate the out-of-classification rate of pay, as long as it begins on, or before, the sixteenth (16) day.

WITNESSES:

FOR THE CITY

Joe Reid
Budget Director

DATE: 9-2 99

SAINT PAUL MANUAL & MAINTENANCE SUPERVISORS ASSOCIATION

Mike Miller
President

DATE: 9-1-99

OFFICE OF LABOR RELATIONS
Katherine L. Megarry, Director

CITY OF SAINT PAUL
Norm Coleman, Mayor

LABOR RELATIONS
400 City Hall Annex
25 West Fourth Street
Saint Paul, Minnesota 55102-1631

Telephone: 651- 266-6496
Facsimile: 651- 266-6495

June 15, 2001

Mr. Dan Palumbo
President, SPMMSA
PO Box 17275
St. Paul, MN 55117

Mr. Ron Rollins
Legal Counsel, SPMMSA
310 Groveland Ave. So.
Mpls., MN 55410

Dear Dan and Ron:

This letter confirms our understanding made at the 2001-2002 round of bargaining regarding On Call Pay.

Article 11.7 of the collective bargaining agreement between the City and the SPMMSA makes it clear that employees may decline to carry city cell phones, pagers or beepers during non-working hours. The contract also indicates that, should the City begin directing employees to carry cell phones, pagers or beepers during non-working hours, the City and the SPMMSA must establish a premium for such duty.

It is the City's understanding that, currently, there are no SPMMSA employees being *required* to carry phones/pagers/beepers during non-working hours. As such, no premiums have been negotiated.

There are a number of employees who voluntarily carry phones/pagers/beepers during non-working hours, and/or answer their own home telephone *as they are able*. When such employees are actually called back to work, they are compensated according to the Call Back provisions of the contract.

While management retains the right to discuss issues of availability with an individual employee, it is understood that non-exempt staff who do not voluntarily answer the phone should not be disciplined in any way for that decision.

Sincerely,

Katherine L. Megarry
Labor Relations Director

CC: Negotiations file