JANUARY 1, 2023 – DECEMBER 31, 2025

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

AFSCME LOCAL 3757 – LEGAL

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PREAMBLE

This Agreement entered into between the City of Saint Paul, hereinafter referred to as either the "Employer" or the "City", and the A.F.S.C.M.E. Local 3757-Legal hereinafter referred to as the Union, for the purpose of fostering and promoting harmonious relations between the City and the Union in order that a high level of public service can be provided to the citizens of the City.

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

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

ARTICLE 1 – RECOGNITION

1.1 The City recognizes the Union as the exclusive representative for AFSCME Local 3757-Legal, as certified by the State of Minnesota Bureau of Mediation Services, dated July 29, 1998, Case No.77 PCL-48. This unit above consists of attorneys employed in the City who serve in the following job classifications:

Associate Attorney
Attorney
Senior Attorney
Senior Prosecutor

1.2 Employees employed in the above class titles and assigned to confidential and/or supervisory positions are not included in this Agreement.

1.3 It is recognized that temporary employees are within the unit covered by this Agreement if they work for more than 67 days per calendar year or are anticipated upon hire to be employed greater than 67 days, and meet the hours' requirements of Minnesota Statutes 179A.03, subd. 14. A temporary employee, for purposes of this contract, is a person employed to fill a position of a specific limited duration, not to exceed one year. Temporary employees shall not be eligible for vacation accrual, holiday pay, sick leave accrual, health or other insurance premium contributions by the Employer, except as are specifically provided for elsewhere in this Agreement.

1.4 The Union supports City goals, policies and practices intended to advance race and gender equality, reverse disparity trends and eliminate systematic racism to achieve fair, just and equitable opportunities and outcomes for all people.

ARTICLE 2 – SEVERANCE PAY

2.1 *General.* The Employer shall provide a severance pay plan 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. Severance pay program(s) 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.

2.2 An employee must meet the following requirements to receive a severance benefit.

2.1(1) The employee must be voluntarily separated from the City employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, in-competency, or any other disciplinary reason are not eligible for the city severance pay program.

2.2(2) The employee must have a minimum of 12 years of service and 600 hours of sick leave credits at the time of his/her separation of service from the City.

ARTICLE 2 – SEVERANCE PAY (Continued)

2.2(3) If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in the amounts shown below:

Accumulated Sick Leave	Severance
600	$4,000
700	$5,000
800	$6,000
900	$7,000
1000	$8,000
1100	$9,000
1200	$10,000
1300	$11,000
1400	$12,000
1500	$13,000
1600	$14,000
1700	$15,000

2.2(4) 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 shall be made to the employee's spouse or estate.

2.3 Post Employment Health Plan (PEHP): Any employee entitled to severance pay as set forth in the articles above shall receive 105% of such pay into a PEHP. Such account shall only be made up of severance benefits and shall not be funded with unused vacation.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1 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.

3.2 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.

ARTICLE 3 – MANAGEMENT RIGHTS (Continued)

3.3 Employees may request in writing that the City Attorney consider a job-sharing arrangement. The City Attorney shall be free to deny or approve such proposed arrangements at his/her sole discretion. If approved, both job-sharing employees must agree to the arrangement for its implementation. If so approved and agreed to, vacation, holiday, and sick leave benefits for the position shall be pro-rated based upon the hours each employee is assigned, but in no case may any employee work less than *50* percent time. Health insurance benefits shall be administered in accordance with Article 12. In the event that one of the employees is terminated or terminates employment, the Employer may with 10 calendar days' notice, increase the remaining employee's work hours. Should the City Attorney determine that the arrangement does not meet work needs of the office, he/she may return both employees to full-time with 30 calendar days' notice. No aspect of these arrangements, including the approval or denial, is subject to either the grievance or arbitration procedure.

ARTICLE 4 – ASSIGNMENT OF WORK/FILLING OF VACANCIES

4.1 The City Attorney retains the inherent managerial right to assign work and fill vacancies. These management decisions are not subject to grievance or arbitration.

4.2 *Classification Specifications.* Each position represented by this bargaining unit shall be assigned to one of four job classes (Associate Attorney, Attorney, Senior Attorney, Senior Prosecutor) as defined by the advisory class specifications which shall include such information as the description of the duties normally associated with the classification, the competencies normally demonstrated by the incumbents, and the minimum qualifications for the classification. These classification specifications are subject to modification by the City Attorney at his/her discretion and are not grievable/arbitrable.

4.3 *Vacancy.* A vacancy exists when a new position is created, or when an incumbent transfers or permanently separates from a position that is represented by this bargaining unit. The City Attorney maintains the right to determine when a vacancy exists, the classification of the vacancy, and retains the right to fill the vacancy, reassign the duties of the vacancy among other positions or eliminate the duties of the vacancy.

4.4 *Notification.* The City Attorney or his/her designee, agrees to provide a general notification to current employees by e-mail or other suitable means of a vacancy which the City Attorney intends to fill and to permit employees to express interest in the vacancy. Such notification shall include: a description of the duties assigned to the vacant position, the classification of the position, the salary range for the classification, the timelines for expressing interest in the position, the selection process and, to the extent not included in the class specification, the minimum and preferred qualifications for the position.

4.5 *Expression of interest.* Employees expressing an interest in a vacancy will be given consideration for the position, and will be provided an interview if they meet the minimum qualifications listed for the vacant position. The final decision on whether an employee meets minimum qualifications or is appointed to a vacancy is the City Attorney's and may not be grieved or arbitrated.

ARTICLE 4 – ASSIGNMENT OF WORK/FILLING OF VACANCIES (Continued)

4.6 *Unsuccessful candidates.* An employee who is not granted an interview, or who is granted an interview for a vacancy but not selected shall, upon request, be granted a follow-up meeting to discuss the reasons for non-selection.

4.7 *Probation.* An internal candidate who is selected to fill a vacancy in a higher classification shall serve a probationary period of twelve months in the new job class. If the employee successfully completes the probationary period, he/she shall be classified into the higher class. If he/she does not successfully complete probation, he/she may return to his/her prior job classification.

4.8 *Reclassification.* Nothing in this section 4.8 should be construed to limit the City Attorney's discretion to reclassify positions at any time.

4.8(1) *Guideline.* An employee is presumed to be working within the correct classification if the employee's minimum qualifications, level of expertise, and at least fifty percent (50%) of his/her regularly assigned duties are those normally associated with his/her job class.

4.8(2) *Petition for reclassification evaluation.* An individual employee or the Union on behalf of an employee may file a petition for reevaluation of the job class of an employee who believes in good faith that the employee's level of expertise and more than fifty percent (50%) of his/her regularly assigned duties are those commonly attributed to a higher classification and that s/he meets the minimum qualifications for the higher classification. Such a petition may not be filed within one year of the date a previous petition was filed and must be submitted to the City Attorney, with a copy to the Office of Human Resources. The petition for reclassification is considered "filed" with the City Attorney on the date the employee provides a copy to the City Attorney and Office of Human Resources. The petition is "filed" regardless of whether the employee's direct supervisor and/or City Attorney have completed any supplemental portions. When the petition is "filed" it shall be considered fully completed by the employee.

4.8(3) *Evaluation by the City Attorney.* Once a petition for reevaluation has been filed, the City Attorney's Office shall conduct an evaluation of the position and issue a written determination as to whether reclassification is appropriate. Whenever possible, the City Attorney shall attempt to complete the evaluation within 90 days of receipt of a petition.

4.8(4) *Implementation by City Attorney's Office.* The City Attorney, in consultation with the Office of Human Resources, shall make a written finding regarding the employee's request for Reclassification. If the City Attorney's determination is to reclassify the position upward, the City Attorney must either reclassify the position or eliminate from the position those duties that are not consistent with the employee's existing classification. The City Attorney's choice between reclassification or elimination of duties shall not be grievable/arbitrable. If the decision to reclassify the position leads to a pay increase for the employee, such pay increase shall become effective the beginning of the first pay period following the written determination by the City Attorney.

ARTICLE 4 – ASSIGNMENT OF WORK/FILLING OF VACANCIES (Continued)

4.8(5) *Appeal to the Office of Human Resources.* An employee who does not feel that the City Attorney has adequately studied the employee's position or objects to the City Attorney's conclusion, may, within five (5) days of the City Attorney's determination appeal to the Director of Human Resources for a review. Such an appeal must be made in writing and set forth the basis of the appeal. The Director of Human Resources, or designee, will review the employee's appeal and issue a final determination. This determination is not subject to Article 9 of this agreement.

ARTICLE 5 – RESIDENCE

5.1 Employees covered by this Agreement shall have no residency requirements or restrictions.

ARTICLE 6 – CHECK OFF

6.1 The Employer agrees to deduct the Union membership initiation fee assessments and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the 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.

6.2 Any present or future employee who is not an 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. It is also understood that in the event the City shall make an improper fair share deduction from the earnings of an employee, the Union shall be obligated to make the City whole to the extent that the City shall be required to reimburse such employee for any amount improperly withheld. This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal.

6.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order 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 Article.

ARTICLE 7 – DISCIPLINE

7.1 The Employer may discipline employees in any of the forms listed below:

7.1(1) Oral reprimand;
7.1(2) Written reprimand;
7.1(3) Suspension;
7.1(4) Demotion;
7.1(5) Discharge

The Employer will discipline for just cause only.

7.2 Discharges will be preceded by a five (5) working 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 the five (5) day period, the Employer may affirm the suspension and discharge in accordance with Civil Service Rules or may modify, or withdraw same.

ARTICLE 8 – STRIKES, LOCKOUTS, WORK INTERFERENCE

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

8.2 No lockout, or refusal to allow employees to perform available work, shall be instituted by the Employer and/or its appointing authorities during the life of this Agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances. However, this Article does not abridge grievance rights possessed by eligible veterans under applicable veterans' rights statutes.

9.2 The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when designated. The Employer shall notify the Union in writing to its designated representatives.

ARTICLE 9 – GRIEVANCE PROCEDURE (Continued)

9.3 It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours when consistent with such employee duties and responsibilities. The aggrieved employee and an Union 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 Union Representative have notified and received the approval of designated supervisor and provided that such absence is reasonable and would not be detrimental to the work programs of the Employer. It is understood that the Employer shall not use the above limitation to hamper the processing of grievances.

9.4 Grievances, as defined by Section 9.1, 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 ten (10) 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 by the Union within fifteen (15) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union Employer's Step 2 answer in writing within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

ARTICLE 9 – GRIEVANCE PROCEDURE (Continued)

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The arbitration proceedings shall be conducted by an arbitrator to be selected from a permanent panel of five (5) arbitrators. Arbitrators shall be selected by lot within twenty (20) work days after notice has been given.

In the event the Employer and the Union cannot mutually agree to five (5) arbitrators for the permanent panel, the parties will petition the Director of the Bureau of Mediation Services for a list of ten (10) arbitrators for each panel member for which the parties did list(s), the Employer striking first, until one (1) name remains. Vacancies occurring on the permanent panel during the life of this Agreement shall be filled by mutual agreement of the parties. If the parties cannot mutually agree, the vacancy shall be filled by the process noted in the preceding paragraph.

The arbitrator shall have no right to amend, modify, nullify, ignore 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 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 anyway the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing, copies to both parties and the Bureau of Mediation Services within thirty (30) days following the 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 Union 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.

9.5 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. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

9.6 If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union in each step.

ARTICLE 10 – WAGES/MERIT PAY

10.1 *General wage adjustment.*
Effective **January 1, 2023**, (or closest pay period) the salary rates applicable for the following classifications (minimum, midpoint and maximum rates) salary range) shall be modified as follows:

Job Class	Range Minimum	Mid Point	Range Maximum
Associate Attorney	70,012.80	90,022.40	110,011.20
Attorney	89,003.20	111,155.20	133,307.17
Senior Prosecutor	95,014.40	122,512.00	150,009.60

Effective **January 1, 2023**, (or closest pay period) individuals within the classifications of **Associate Attorney, Attorney** and **Senior Prosecutor** who did not receive an increase due to the changes in the Range Minimum shall receive a salary increase of 1.5%.

Effective **January 1, 2023**, (or closest pay period) all salary rates applicable to individuals with the classification of **Senior Attorney** in this bargaining unit (as well as minimum, midpoint and maximum rates for the salary range) shall be increased 1.5%,

Effective **August 1, 2023,** (or closest pay period) all salary rates applicable to individuals in this bargaining unit (as well as minimum, midpoint and maximum rates for each salary range) shall be increased 1.5%.

Effective **January 1, 2024**, (or closest pay period) all salary rates applicable for the following classifications (minimum, midpoint and maximum rates) shall be modified as follows:

Job Class	Range Minimum	Mid Point	Range Maximum
Associate Attorney	75,004.80	95,014.40	115,003.20
Attorney	95,014.40	116,168.00	137,342.40
Senior Prosecutor	100,006.40	127,275.20	154,544.00

Effective **January 1, 2024**, (or closest pay period) individuals within the classifications of **Associate Attorney, Attorney** and **Senior Prosecutor** who did not receive an increase due to the changes in the Range Minimum shall receive a salary increase of 1.5%.

Effective **January 1, 2024**, (or closest pay period) all salary rates applicable to individuals with the classification of **Senior Attorney** in this bargaining unit (as well as minimum, midpoint and maximum rates for the salary range) shall be increased 1.5%,

Effective **August 1, 2024,** (or closest pay period) all salary rates applicable to individuals in this bargaining unit (as well as minimum, midpoint and maximum rates for each salary range) shall be increased 1.5%.

Effective **January 1, 2025** (or closest pay period) all salary rates applicable to individuals in this bargaining unit (as well as minimum, midpoint and maximum rates for each salary range) shall be increased 1.5%.

ARTICLE 10 – WAGES/MERIT PAY (Continued)

Effective **August 1, 2025,** (or closest pay period) all salary rates applicable to individuals in this bargaining unit (as well as minimum, midpoint and maximum rates for each salary range) shall be increased 1.5%.

Retroactive wage adjustments shall only apply to employees who were employed by the City as of the date of signing this Agreement.

10.2 *Merit-based increases.* Beginning with the July 2007 – June 2008 performance evaluations, the City Attorney shall determine which members of this bargaining unit shall be entitled to merit pay each performance evaluation year (July – June). This determination shall be based on the employee's performance rating for the entirety of the previous year. (The City Attorney retains the right to determine how and when to administer merit-based increases for employees who have not been employed in the City Attorney's Office for the entirety of the evaluation period). Such merit pay raises shall be effective on the first full pay period following July 1st of each year, and shall be for the amounts listed below, based on the "midpoint" for each classification as defined and listed in Appendix A:

Performance rating

4. Level 4.0% of midpoint added to base
3. Level 2.5% of midpoint added to base
2. Level 0%
1. Level 0%

All merit increases will be calculated as a percentage of the midpoint of the salary range assigned to the employee's class title. An employee's base salary shall not be increased above the salary range maximum for his/her title. If the merit increase awarded would result in an increase above the salary range maximum, the employee's base salary will be adjusted to the range maximum and the balance of the increase will be paid to the employee in a lump sum. If employee is at the salary range maximum, the entire merit based increase will be paid to the employee in a lump sum.

The City Attorney shall make a reasonable good faith effort to have performance evaluations completed by July 1 of each applicable year. If for some reason, the evaluations are not complete, merit increases shall apply retroactively to the first full pay period after July 1st of that year. The substantive judgment of the employee's supervisor regarding the employee's performance shall not be subject to the grievance procedure of this agreement nor shall it be subject to arbitration. The employee may request a meeting with his/her supervisor and the City Attorney for the purpose of reviewing the employee's performance evaluation.

10.3 *City Attorney adjustments.* The *City* Attorney reserves the right to increase salaries during the mid-term of the Agreement for internal promotion, equity treatment, assumption of increased responsibility or authority, employee retention or other business-related reasons. The decision of the City Attorney, both as to the amount of such merit raise and as to the method by which it shall be given, shall be at the sole discretion of the City Attorney and shall not be subject to the grievance procedure of this agreement, nor shall it be subject to arbitration.

ARTICLE 10 – WAGES/MERIT PAY (Continued)

10.4 *Salary upon class change - reallocation or promotion to a higher class.* Upon reallocation or promotion to a higher class, an employee shall normally receive a salary increase of at least 4% or shall be moved to the bottom of the new salary range (whichever is greater). A higher salary increase may be granted at the discretion of the City Attorney and shall not be subject to the grievance/arbitration procedure of this agreement.

10.5 *Salary upon position change within the same classification.* An employee's salary rate shall not be changed upon transfer from one position within a classification to another position within the same classification, except as deemed necessary by the City Attorney under 10.4 above.

10.6 *Salary upon class change to a lower title.* An employee who is demoted/laid off/reallocated to a lower class for any reason other than demotion for cause shall retain his/her current rate of pay unless that rate is higher than the range maximum for the new classification. In that case, the employee's pay rate shall normally be adjusted to the maximum for the new lower classification. Exceptions to this general rule (i.e., to allow the pay rate to remain above the maximum) shall be made at the discretion of the City Attorney.

ARTICLE 11 – SAVINGS CLAUSE

11.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions 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 12 – INSURANCE

Retiree Insurance

12.1 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 12.2 through 12.5 below, toward a health insurance plan offered by the Employer:

12.1(1) Be receiving benefits from a public employee retirement act at the time of retirement, and
12.1(2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct, and
12.1(3) Have completed at least 20 years with the City of Saint Paul.
12.1(4) Be appointed prior to October 1, 2013.

ARTICLE 12 – INSURANCE (Continued)

Early Retirees

12.2 This Section shall apply to full time employees who:

12.2(1) Retire on or after January 1, 1996, and
12.2(2) Were appointed on or before December 31, 1995, and
12.2(3) Have not attained age 65 at retirement, and
12.2(4) Meet the terms set forth in Section 12.1 above, and
12.2(5) Select a health insurance plan offered by the Employer.

Until such employees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of $350 per month toward the cost of single or 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 coverage until the retiree attains the age of sixty-five (65).

When such early retiree attains age 65, the provisions of Section 12.4 will apply.

12.3 This Section shall apply to full time employees who:

12.3(1) Retire on or after January 1, 1996, and
12.3(2) Were appointed on or after January 1, 1996, and appointed prior to October 1, 2013, and
12.3(3) Have not attained age 65 at retirement, and
12.3(4) Meet the conditions of Section 12.1 above, and
12.3(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 coverage until the retiree attains the age of sixty-five (65).

When such early retiree attains age 65, the provisions of Section 12.5 shall apply.

Regular Retirees (Age 65 and over)

12.4 This Section shall apply to full time employees who:

12.4(1) Retire on or after January 1, 1996, and
12.4(2) Were appointed on or before December 31, 1995, and
12.4(3) Have attained age 65 at retirement, and
12.4(4) Meet the terms set forth in Section 12.1 above, and
12.4(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 12.2 when such retirees attain age 65.

ARTICLE 12 – INSURANCE (Continued)

12.5 This Section shall apply to full time employees who:

12.5(1) Retire on or after January 1, 1996, and
12.5(2) Were appointed on or after January 1, 1996 and were appointed prior to October 1, 2013, and
12.5(3) Have attained age 65 at retirement, and
12.5(4) Meet the conditions of Section 12.1 above, and
12.5(5) Select a health insurance plan offered by the Employer plan.

The Employer agrees to contribute a maximum of $300.00 per month toward 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 12.3 when such early retirees attain age 65.

12.6 If an employee does not meet the conditions of Section 12.1(3), 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.

Employees hired on or after October 1, 2013, shall not be eligible for retiree health insurance but will be eligible for an annual Employer contribution of $350 to be paid into a Post-Employment Health Plan (PEHP).

Any employee who is receiving a PERA disability benefit, or who is eligible for or receiving a retirement annuity from a Minnesota public pension plan, may continue to participate indefinitely in the City's group medical insurance plan at his/her own expense.

12.7 A retiree may not carry his/her spouse as a dependent if such spouse is also a City retiree or City employee and eligible for and is enrolled in the City health insurance program.

12.8 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.

Survivor Insurance

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

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

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

12.9(1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.

12.9(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.

Active Employee Insurance

12.10 Effective **January 2023**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

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

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

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

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

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

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

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

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

ARTICLE 12 – INSURANCE (Continued)

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

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

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

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

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

Effective **January 2024**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

Choice Passport Plan:
2023 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2024, after any plan design changes; employees shall be responsible for the 2023 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2024, after any plan design changes.
Based on a 7.5% premium increase, this results in the following Employer contributions:

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

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

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

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

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

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

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

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

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

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

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

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

Effective **January 2025**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

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

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

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

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

ARTICLE 12 – INSURANCE (Continued)

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

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

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

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

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

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

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

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

Passport Copay Plan:
Single: $398.88 (Employee share: $648.54/month)
Family: $748.22 (Employee share: $1,999.26/month)

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

For **three-quarter time** employees who select family health insurance coverage, the Employer agrees to contribute 75% of the contribution provided to full-time employees per month. For **half-time employees** who select family health insurance coverage, the Employer agrees to contribute 50% of the contribution provided to full-time employees per month.

Employees shall not use pre-tax Employer contribution insurance dollars for the purchase of long term or short-term disability coverage.

ARTICLE 12 – INSURANCE (Continued)

Part-time employees who are permanently appointed to a full-time (80 hours per biweekly period) position after the commencement of the plan year, shall be made eligible for the full-time benefits after they have completed at least forty hours in a monthly qualifying pay period as a full-time employee. Full-time employees who are permanently appointed to a part-time (less than 80 hours per biweekly period) position after the commencement of the plan year shall be reduced to the benefit level applicable for the hours scheduled by the department. Such reduction shall take effect on the first month the employee does not complete a monthly qualifying pay period as a full-time employee.

12.11 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.

Three-quarter time employment is defined as appearing on the payroll an average of at least 26 hours per week but less than 30 hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments or the period preceding initial enrollment.

Half-time employment is defined as appearing on the payroll an average of at least 20 hours per week but less than 26 hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments of the period preceding initial enrollment.

Employees not utilizing part-time health insurance as of the date of the signing of the 2018-2020 collective bargaining agreement shall not be eligible for part-time health insurance. Once employees utilizing part-time health insurance no longer choose part-time health insurance coverage from the City, they shall be ineligible to re-enroll for part-time benefits.

12.12 For each employee the Employer agrees to provide life insurance in an amount equal to $50,000.

12.13 The contributions indicated in this Article 12 shall be paid to a third-party administrator and shall not be considered salary.

ARTICLE 13 – VACATION

13.1 Vacation credits shall accumulate at the rates shown below for each full hour on the payroll, excluding overtime.

Years of Service	Hours of Vacation
1st year thru 8th year	.0654 (17 days)
9th year thru 15th year	.0846 (22 days)
16th year and thereafter	.1039 (27 days)

13.2 The head of the department may permit an employee to carry over into the "vacation year" up to one hundred twenty (120) hours of vacation. For the purpose of this article the "vacation year" shall be the calendar year.

13.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Sub. G.

ARTICLE 13 – VACATION (Continued)

13.4 If an employee has an accumulation of sick leave credits in excess of one hundred and eighty days, the employee may convert any part of such excess of sick leave at the rate of one-half days' vacation for each day of sick leave credit. No employee may convert more than ten (10) days of sick leave in each calendar year under this provision.

13.5 The City Attorney may permit an employee to carry over into the following IRS payroll reporting year up to one hundred twenty (120) hours of vacation. However, if requested by an employee, the City Attorney may, in his/her sole discretion, compensate the employee in cash at the end of each IRS payroll reporting year for any or all hours over one hundred and twenty hours (120) for which the employee requests payment. The payment, if any, shall be at the rate of pay in effect at the time payment is made. Additionally, such payments will only be made if such payments are within the Department's budget. The decision whether to make such payments shall not be grievable.

13.6 For the purposes of this Article, qualifying years of service shall be determined based on original employment date.

13.7 "Years of Service" may include the amount of time worked by an employee at any previous public sector agency or private entity as an attorney or law clerk. This "years of service" credit, if granted, may only be applied to affect vacation accrual and will have no impact on the employee's seniority or other rights and benefits of employment based on years of service either to the Employee or in the employee's job classification. Current employees covered by this Agreement may submit a request for prior service credit and supporting documentation to their Department Director for consideration. Application of additional years of service credit is not subject to Article 9 of the Collective Bargaining Agreement.

ARTICLE 14 – HOLIDAYS

14.1 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
Juneteenth Day	Christmas Day
Independence 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.

ARTICLE 14 – HOLIDAYS (Continued)

14.2 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 (see proration charts in Salary Plan and Rates of Compensation). For the purpose of this section only, non-holiday hours paid includes hours actually worked, vacation time, compensatory time used, paid leave and sick leave. It is further understood that neither temporary nor other employees, not heretofore eligible, shall receive holiday pay.

14.3 Notwithstanding 14.2, a temporary employee shall be eligible for holiday pay after such employee has been employed as a temporary employee for sixty-seven (67) consecutive work days.

ARTICLE 15 – LEAVES OF ABSENCE

15.1 Each eligible employee shall accumulate sick leave credits at the rate of .0500 for each hour on the payroll, excluding overtime.

15.2 Any employee who has accumulated sick leave credits as provided above shall be granted leave with pay, for absences due to an illness or injury of the employee for such period of time as the employee's supervisor deems necessary and may be granted leave with pay for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.

An employee may use personal sick leave benefits provided by the Employer for absences due to an illness or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. An employee may also use up to the maximum number of hours of sick leave allowed by state statute in the case of sudden sickness or disability of a member of his/her household in order to care for or make arrangements for the care of such sick or disabled person.

This section applies only to personal sick leave benefits payable to the employee from the Employer's general assets. For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

15.3 Any employee who has accumulated sick leave credits, shall be granted one day of such leave to attend the funeral of the employee's grandparent or grandchild, and as much time as the employee's supervisor deems necessary for the death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or other person who is a member of the household.

15.4 An employee shall be granted up to a total of sixteen (16) hours during a school year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the

leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of the Employer. An employee shall be allowed to use vacation or compensatory time for this leave; otherwise, this leave shall be without pay.

15.5 Voluntary Unpaid Leave of Absence. A full-time employee may be granted up to 480 hours of voluntary leave of absence without pay during the fiscal year. During such leave of absence, the employee shall continue to earn and accrue vacation and sick leave, seniority credits and maintain insurance eligibility as though he/she was on the payroll. Any leave of absence granted under this provision is subject to the approval of the Department Head.

15.6 Adoption Leave. In case of an employee adoption of a child up to five years of age, employees shall be permitted to carry over into the following fiscal year up to 80 additional hours of accrued vacation time each year up to a total of 240 hours.

These two adoption provisions shall apply only to one City employee in the event that both adoptive parents are City employees.

15.7 Employees will be granted leaves of absence in accordance with the Family Medical Leave Act (FMLA). The employer agrees that under FMLA each eligible employee is entitled to take up to twelve (12) weeks of unpaid leave in any twelve (12) month period for any of the following reasons: (According to City policy, available sick leave must be supplemented for conditions specified as eligible for sick leave in this agreement).

- Birth of a child of the employee and in order to care for the child.
- Placement of a child with an employee for adoption or foster care.
- Take time off from work because of the employee's own serious health condition.
- In order to care for the spouse, parent or child of the employee when said spouse, parent or child has a serious health condition.

15.8 Maternity/Parental leave. Maternity is defined as the physical state of pregnancy on 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.

The City may provide up to eight (8) weeks of Paid Parental Leave to eligible employees following the birth, placement for adoption or adoption of a child. The Paid Parental Leave must be used in a continuous eight-week block of time and will run concurrently with any other leaves available under existing federal and state laws. The Paid Parental Leave must be requested, approved and used within 6 months of the qualifying event or the opportunity to request and/or use the leave will be forfeited.

To be eligible for this leave, the employee must:

1. be the biological parent or the adoptive parent or the spouse of the biological or adoptive parent of the child; and,

2. must have worked for the City for at least one year preceding the first date of the leave; and,

3. have 1,250 hours of paid time in the twelve months immediately before the leave.

The eligible employee using Paid Parental Leave will be paid at their assigned rate of pay for the average number of hours worked per week in the previous twelve (12) months. Vacation will accrue during the Leave as if the employee were working. If a regularly scheduled holiday falls during the employee's use of Paid Parental Leave it will be not considered Paid Parental Leave but will be Holiday leave.

The City will continue to pay its share of the cost of an eligible employee's group health insurance during a Paid Parental Leave. The eligible employee's share of the premium will be deducted from the eligible employee's pay in accordance with normal practices

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.

15.9 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 9 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.

ARTICLE 16 – NON-DISCRIMINATION

16.1 The terms and conditions of this Agreement will be applied to employees equally without regard to, or discrimination for or against, any individual because of race, color, creed, sex, age, or because of membership or non-membership in the Union.

16.2 Employees will perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE 17 – LEGAL SERVICES/FEES

17.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend save harmless and indemnify 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.

17.2 Notwithstanding Article 17.1, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the Plaintiff.

ARTICLE 17 – LEGAL SERVICES/FEES (Continued)

17.3 The Employer shall pay for the cost of the license fee for retention of the employees' attorney license. Employees shall provide the appropriate license renewal form to the Union president who shall present said forms to the accounts payable staff in a timely manner such that payment may be made prior to any deadlines for renewal.

ARTICLE 18 – SENIORITY

18.1 Seniority, for the purpose of this Agreement, shall be defined as follows: The length of continuous, regular or probationary service with the City Attorney's Office from the date an employee was first appointed to an attorney position represented by this bargaining unit.

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

18.3 In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title based on inverse length of City Attorney seniority as defined above.

18.4 When the number of employees in a higher title is to be reduced, employees in the higher titles who have more City Attorney seniority than employees in lower titles which are in this bargaining unit will be offered reductions to the highest of these titles to which City Attorney seniority would keep them from being laid off, before layoffs are made in any class title.

18.5 Employees who have held class titles represented by this bargaining unit who subsequently accept appointments or assignments to attorney positions which are not represented by this bargaining unit shall be allowed, in all cases, to return to the currently held or comparable class title represented by this bargaining unit upon completion of such appointments or assignments. The two attorneys providing legal services in the area of Labor Relations were allocated to the Senior Attorney classification as part of the February 18, 2000 classification study. Any Deputy City Attorney or Supervisor incumbents who have rights back into the bargaining unit and who were not allocated as part of the February 18, 2000 study will be allocated to one of the new classes when and if they return to an appointment/assignment represented by this bargaining unit. Nothing in this section shall be construed to negate any other agreements with regard to these employees.

ARTICLE 19 – CITY MILEAGE

19.1 Chapter 33 of the Saint Paul Administrative Code shall be superseded for members of this bargaining unit and replaced by sections 19.2 and 19.3 below.

19.2 To be eligible for mileage reimbursement, an employee must receive written authorization in advance from the Department Head.

19.3 When an employee is required to use his/her personal automobile to conduct authorized City business, the City shall reimburse the employee at the then current Federal I.R.S. mileage reimbursement rate on the most direct route.

ARTICLE 19 – CITY MILEAGE (Continued)

19.4 When an employee is required to park his/her automobile at an off-site location while conducting City business, the City shall reimburse the employee for the parking expense. Nothing in this section shall be construed to authorize the City's payment of the employee's normal daily parking expenses.

ARTICLE 20 – DEFERRED COMPENSATION

20.1 Effective **January 1, 2018**, employees with at least one (1) year of service will be eligible for a deferred compensation match of $800.00 per year by the Employer subject to the criteria listed below.

20.2 Eligibility and implementation:

a) For initial match, employees must have been employed by the City of Saint Paul for a minimum of one (1) calendar year.
b) Employees must be on the payroll as of the date of deferred compensation match.
c) If an employee takes a leave of absence to serve as a full-time union official, time served in such capacity, up to six (6) years, will be counted toward the years of service requirement.

ARTICLE 21 – PROBATION

21.1 All new employees shall serve a one and a half year (1 ½ year) probation. All promoted employees shall serve a one (1) year probation subject to Article 4.7.

ARTICLE 22 – DURATION AND EFFECTIVE DATE

22.1 Complete Agreement With Waiver of Bargaining. This Agreement shall represent the complete Agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

22.2 Except as herein provided this Agreement shall be effective as of January 1, 2023, and shall continue in full force and effect through December 31, 2025, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act of 1984.

ARTICLE 22 – DURATION AND EFFECTIVE DATE (Continued)

22.3 This constitutes a tentative agreement between the parties which will be recommended by the Director of Labor Relations, but is subject to the approval of the Administration of the City, the City Council and is also subject to the ratification by the Union.

WITNESSES:

CITY OF SAINT PAUL

6/14/2023
Toni Newborn Date
Human Resources Director

LOCAL UNION NO. 3757, DISTRICT COUNCIL NO. 5 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES–LEGAL

David L Palm 6/14/23
David Palm Date
President

Jun. 14, 2023
Anthony Edwards Date
Vice President

6/14/23
Dane Ryan, Field Representative Date
AFSCME District Council 5

APPENDIX A

Salary ranges applicable to titles covered by this Agreement shall be as shown below:

Effective **January 1, 2023** (or closest pay period)

Job Class	Range Minimum	Mid Point	Range Maximum
Associate Attorney	70,012.80	90,022.40	110,011.20
Bi-Weekly	2,692.80	3,462.40	4,231.20
Hourly	33.66	43.28	52.89
Attorney	89,003.20	111,155.20	133,307.20
Bi-Weekly	3,423.20	4,275.20	5,127.20
Hourly	42.79	53.44	64.09
Senior Attorney	99,652.80	128,876.80	158,100.80
Bi-Weekly	3,832.80	4,956.80	6,080.80
Hourly	47.91	61.96	76.01
Senior Prosecutor	95,014.40	122,512.00	150,009.60
Bi-Weekly	3,654.40	4,712.00	5,769.60
Hourly	45.68	58.90	72.12

Effective **August 1, 2023** (or closest pay period)

Job Class	Range Minimum	Mid Point	Range Maximum
Associate Attorney	71,052.80	91,353.60	111,654.40
Bi-Weekly	2,732.80	3,513.60	4294.40
Hourly	34.16	43.92	53.68
Attorney	90,334.40	112,819.20	135,304.00
Bi-Weekly	3,474.40	4,339.20	5,204.00
Hourly	43.43	54.24	65.05
Senior Attorney	101,150.40	130,811.20	160,472.00
Bi-Weekly	3,890.40	5,031.20	6,172.00
Hourly	48.63	62.89	77.15
Senior Prosecutor	96,449.60	124,363.20	152,256.00
Bi-Weekly	3,709.60	4,783.20	5,856.00
Hourly	46.37	59.79	73.20

APPENDIX A (Continued)

Effective **January 1, 2024** (or closest pay period)

Job Class	Range Minimum	Mid Point	Range Maximum
Associate Attorney	75,004.80	95,014.40	115,003.20
Bi-Weekly	2,884.80	3,654.40	4,423.20
Hourly	36.06	45.68	55.29
Attorney	95,014.40	116,168.00	137,342.40
Bi-Weekly	3654.40	4468.00	5282.40
Hourly	45.68	55.85	66.03
Senior Attorney	102,668.80	132,787.20	162,884.80
Bi-Weekly	3,948.80	5,107.20	6,264.80
Hourly	49.36	63.84	78.31
Senior Prosecutor	100,006.40	127,275.20	154,544.00
Bi-Weekly	3,864.40	4,895.20	5,944.00
Hourly	48.08	61.19	74.30

Effective **August 1, 2024** (or closest pay period)

Job Class	Range Minimum	Mid Point	Range Maximum
Associate Attorney	76,128	96,428.80	116,729.60
Bi-Weekly	2,928.00	3,708.80	4,489.60
Hourly	36.60	46.36	56.12
Attorney	96,449.60	117,936.00	139,401.60
Bi-Weekly	3,709.60	4,536.00	5,361.60
Hourly	46.37	56.70	67.02
Senior Attorney	104,208.00	134,763.20	165,318.40
Bi-Weekly	4,008.00	5,183.20	134,763.20
Hourly	50.10	64.79	79.48
Senior Prosecutor	101,504.00	129,188.80	156,852.80
Bi-Weekly	3,904.00	4,968.80	6,032.80
Hourly	48.80	62.11	75.41

APPENDIX A (Continued)

Effective **January 1, 2025** (or closest pay period)

Job Class	Range Minimum	Mid Point	Range Maximum
Associate Attorney	77,272.00	97,884.80	118,476.80
Bi-Weekly	2972.00	3764.80	4556.80
Hourly	37.15	47.06	56.96
Attorney	97,905.60	119,704.00	141,502.40
Bi-Weekly	3,765.60	4,604.00	5,442.40
Hourly	47.07	57.55	68.03
Senior Attorney	105,768.00	136,780.80	167,793.60
Bi-Weekly	4,068.00	5,260.80	6,453.60
Hourly	50.85	65376	80.67
Senior Prosecutor	103,022.40	131,123.20	159,203.20
Bi-Weekly	3962.40	5043.20	6123.20
Hourly	49.53	63.04	76.54

Effective **August 1, 2025** (or closest pay period)

Job Class	Range Minimum	Mid Point	Range Maximum
Associate Attorney	78,436.80	99,340.80	120,244.80
Bi-Weekly	3,016.80	3,820.80	4,624.80
Hourly	37.71	47.76	57.81
Attorney	99,382.40	121,513.60	143,624.00
Bi-Weekly	3,822.40	4,673.60	5,524.00
Hourly	47.78	58.42	69.05
Senior Attorney	107,348.80	138,840.00	170,310.40
Bi-Weekly	4,128.80	5,340.00	6,550.40
Hourly	51.61	66.75	81.88
Senior Prosecutor	104,561.60	133,078.40	161,595.20
Bi-Weekly	4,021.60	5,118.40	6,215.20
Hourly	50.27	63.98	77.69

APPENDIX B – WORK SCHEDULES

1.1 All bargaining unit employees are exempt from the overtime pay provisions of the federal *Fair Labor Standards Act* and similar state legislation as professional employees and are *salaried* employees of the City who are not compensated on an hourly basis.

1.2 The normal work schedule for full-time employees covered by this Agreement shall consist of a minimum of eighty (80) hours within each biweekly payroll period. Employees are generally expected to be working during the normal business hours, weekdays between 8:00 a.m. and 5:00 p.m., or as otherwise established by the Employer for the employee's work group, subject to the leave provisions of this Agreement, and applicable state and federal statutes. Due to the nature of their work, however, the job duties of persons in this bargaining unit may require the employees to work irregular hours, and work on holidays and weekends. Such work requirements are considered an integral part of the job. Therefore, maintaining consistent starting and quitting times and scheduling specific numbers of hours worked in any day or week may be impractical. Where their assigned duties and responsibilities permit, however, and where their Department Head or Supervisor approves, bargaining unit employees may exercise reasonable and prudent discretion in scheduling or varying the normal business hours at which their work is performed.

1.3 Employees who work more than eighty (80) hours in a two-week payroll period may be granted administrative leave with the approval of their department head or his/her designee. The City Attorney or designee, in his or her sole discretion, will determine if and when administrative leave has been accrued and in what amount. Except for weekend phone duty, administrative leave shall not be awarded unless the employee works a minimum of four (4) hours beyond the normal work expectation. The maximum balance an employee may hold of paid administrative leave is eighty (80) hours.

1.4 Administrative leave off shall be scheduled and approved in advance. Employees and their supervisors shall diligently work together to schedule compensatory time off so that employees may make maximum use of their accrued compensatory time without unreasonably disrupting the business of the Employer.

1.5 Employees leaving the City or the City Attorney's Office must use up any accrued administrative leave time and shall not be paid for it under any circumstances.

1.6 Effective January 25, 2014, employees represented by this bargaining unit shall no longer be eligible for compensatory time. Employee will be required to use any outstanding compensatory balance by December 31, 2015.

1.7 Employees and the Union accept the fact that employees are required to attend to the ethical obligations associated with the practice of law, must act to fully serve the needs of their clients and are obligated to observe scheduled court appearances, depositions, agency and other scheduled meetings, and other such requirements of the practice of law, and agree that this provision affecting hours of work does not remove those requirements.

1.7 Decisions made or not made under this clause on any individual case are not grievable or arbitrable. However, systematic or repeated decisions which are contrary to the spirit of this Appendix may be grieved under the process set forth in Article 9.

APPENDIX C - MERIT PAY SYSTEM

This letter confirms that the parties entered into the 2023-2025 agreement with the following intentions and expectations regarding the merit pay system:

- The performance system and criteria used under this contract shall be the same performance system and criteria in place at the time of the signing of this agreement.
- An employee's performance rating shall be based solely on the employee's performance and not on the financial situation of the City or the City Attorney's Office.
- Although dependent on employee performance, the percentage of employees rated at each performance rating is unlikely to change dramatically from the ratings issued over the past four years (1997-2000).
- In the event that the percentage of employees rated below a "3" increases from the four-year-average (1997-2000) by more than 10% of the number of employees in the bargaining unit; or in the event that the percentage of employees rated a "4" decreases from the four-year-average (1997-2000) by more than 20% of the four-year-average of "4" ratings; the Union could file a class action grievance alleging that the City has artificially decreased ratings in order to garner cost savings. The Union shall bear the burden of proving allegations under this provision.
- The City could defend itself against such a grievance by demonstrating that performance ratings were based on legitimate performance problems or changes, as documented in the performance review process. If the City asserts such a defense, the City shall bear the burden of proving that the performance ratings were based on legitimate performance issues.
- All of the above numbers are based on net changes in the numbers of employees rated at various levels. It is understood that the performance rating of individual employees may vary from year to year, based on performance.
- The City agrees to provide the Union with aggregate data indicating the number of employees rated at each rating level within 30 days after the performance ratings are completed each year.
- This letter in no way abridges the City Attorney's rights to evaluate performance as outlined in Article 10.4 of this Agreement.

CITY OF SAINT PAUL

6/2/2023

Toni Newborn — Date
Human Resources Director

LOCAL UNION NO. 3757, DISTRICT COUNCIL NO. 5 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES–LEGAL

David L Palm 6/1/23

David Palm — Date
President

6/1/23

Anthony Edwards — Date
Vice President

6/2/23

Dane Ryan, Field Representative — Date
AFSCME District Council 5

APPENDIX D - Labor Management Committee

A Labor Management Committee shall be formed consisting of at least one management representative and no more than four union representatives. This committee shall meet at the request of either party, not to exceed once every other month (unless mutually agreed to meet more often). Both parties agree that a labor management committee is a forum for discussion of issues; not a forum for negotiations. Management retains all rights as expressed in Article 3 (Management Rights) of this agreement. The City and the Union agree that this labor management committee shall not extend beyond the term of this Agreement unless both parties act affirmatively to renew or modify this clause in bargaining for the next contract.