2023 – 2025

LABOR AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

THE SAINT PAUL MANUAL & MAINTENANCE SUPERVISORS ASSOCIATION

INDEX

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,

All manual maintenance supervisors and/or any positions that supervise manual and maintenance positions, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding all other employees employed by the City of St. Paul, Minnesota, which covers the following current titles:

Animal Services Manager
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
Parking Systems Supervisor
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 Field Supervisor
Water Distribution Supervisor I
Water Distribution Supervisor II
Water Distribution Supervisor III
Water Production Supervisor I
Water Production Supervisor II
Water Supply Field Supervisor

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.

ARTICLE 2 – RECOGNITION (Continued)

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 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.

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

ARTICLE 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. Effective upon implementation of the 2023 - 2025 Labor Agreement, Civil Service Rule 7, regarding the length of eligible lists shall not apply for classifications represented by the group.

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 shall have the right to request and be allowed dues check off for 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.

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 ten (10) business 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 ten (10) business 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 ten (10) business days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) business 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 ten (10) business days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) business 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) business 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".

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.

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.

ARTICLE 9 – SENIORITY (Continued)

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.

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.

ARTICLE 10 – DISCIPLINE (Continued)

10.5 Discharges will be preceded by a five (5) day unpaid administrative leave. During said period, the Employee and/or Association may request, and shall be entitled to a meeting with the Employer representative who initiated the leave with intent to discharge. Following said five (5) day period, the Employer may 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.

10.8 After four (4) years of no same or similar discipline from the date of a Written reprimand, said reprimand will not be used against the employee as part of progressive discipline.

ARTICLE 11 – OVERTIME AND PREMIUMS

11.1 Employees 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 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.

11.3 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.

11.4 A night differential of six-and-one-half percent (6.5%) on the regular rate of pay shall be paid for any work performed between the hours of 6:00 p.m. and 6:00 a.m. Effective **January 1, 2024,** the night shift differential will apply to accrued paid leave used by employees who are regularly assigned to the night shift.

11.5 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.

11.6 Notwithstanding Article 11.1 and 11.7, 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 and 11.7. 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 11 – OVERTIME AND PREMIUMS (Continued)

11.7 Employees may elect, with department approval, a normal work day and normal work week consisting of ten (10) consecutive hours in any twenty-four (24) hour period and four (4) normal work days.

11.8 Employees assigned to an abatement crew on a summary abatement deemed to be hazardous by the Health Department Inspector and PED summary abatement supervisor and requiring the use of special protective clothing shall receive one dollar and ninety cents ($1.90) per hour above the regular base rate for each hour or any part thereof worked in this assignment.

11.9 Rest period: Anyone working sixteen (16) consecutive hours or more will not be assigned to work a new overtime job or shift until an eight (8) hour rest period is completed. Employees who are on-call and are sent home under this rule will still be paid the on-call pay for that day. When an employee is on-call and not eligible to work under this rule, management shall attempt to schedule a replacement to be on-call, per seniority (If no employee volunteers, the employer will not force the on-call replacement assignment). The eight-hour rest period will begin upon the time clock punch ending the sixteen (16) or more hour shift. The portion of the eight-hour rest period extending into the employee's next regularly scheduled shift will be paid at the standard certified rate as regular time worked.

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 $250.00 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, 2024,** this premium is increased to $ 257.50 per payroll year. Effective **January 1, 2025,** this premium is increased to $265.23 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.

12.4 Senior Zookeepers and Park Maintenance Supervisor I's assigned to the Como Zoo campus who are required to wear a specified uniform shall be reimbursed for uniform

ARTICLE 12 – UNIFORMS (Continued)

items purchased up to $300.00 per year. The Employer shall determine the process for the reimbursement of uniform items purchased. Effective **January 1, 2024,** this premium is increased to $309.00 per payroll year. Effective **January 1, 2025,** this premium is increased to $318.27 per payroll year.

12.5 Effective **January 1, 2024**, the safety shoe and boot allowance under 12.2 and the uniform reimbursement under 12.4 shall increase annually by the same percentage amount as the general increase.

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	17 days
8th year thru 15th year	22 days
16th year thru 23rd year	26 days
24th year and thereafter	28 days

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 13 – VACATION (Continued)

13.9 Employees with at least ten (10) years' service and a vacation balance over 120 hours may request compensation in cash for such hours up to two (2) weeks of unused vacation within each calendar year. Payment will be at the discretion of the Department Head and additionally, limited by the availability of funds in the Department's Budget. Such election must be made in writing on or before December 1 of each calendar year. If the employee elects to sell vacation, the payment for such sold vacation shall be made in a lump sum in the nearest full payroll period following the election date. The payment shall be in an amount equal to the number of hours sold times the employee's regular rate of pay in effect as of the date of such election. Article 13.9 shall not be subject to the provisions of Article 7 of this Agreement.

ARTICLE 14 – HOLIDAYS

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

New Years' Day
Martin Luther King Day
Presidents' Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Veteran's day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

14.2 Floating holidays have been incorporated into the vacation schedule.

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 **Active Employee Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 15.5 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.

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.

ARTICLE 15 – INSURANCE (Continued)

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 superseded 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.

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 have a minimum of nineteen (19) years of service and six hundred (600) hours of sick leave credits at the time of his/her separation of service from the City.

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

Effective **January 1, 2024**: Minimum eighteen (18) years of service and Severance accrued sick leave credits of:

600	$7,500
800	$10,000
1000	$11,500
1300	$12,500
1800	$18,000
2000	$20,000

ARTICLE 18 – WORKING OUT OF CLASSIFICATION

18.1 Any employee working an out-of-class assignment for a period in excess of nine (9) 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 tenth (10^{th}) 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 granted in accordance with the Civil Service Rules. The rate earned shall be twelve (12) days per year.

19.2 In the case of an 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 of 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.

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.

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 in a proceeding where the employee is called as a witness to events observed during the performance of job duties, 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 any time 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 five (5) years of certified City service shall be eligible for Deferred Compensation paid by the Employer on a dollar-for-dollar match.

22.2 Employees electing to defer compensation and receive the employer match shall have their elected amount deducted from their pay on a bi-weekly basis with both the employee and employer contributions reported together to the plan administrator following the close of the pay cycle.

22.3 The deferred compensation schedule is as follows:

5 years	$ 375
10 years	$ 925
20 years	$1,075
30 years	$1,275

ARTICLE 23 – WAGE SCHEDULE

The basic wage rates reflect the following increases:

Effective January 1, 2023 (or closest pay period): 1.5%
Effective July 1, 2023 (or closest pay period): 1.5%
Effective January 1, 2024 (or closest pay period): 1.5%
Effective July 1, 2024 (or closest pay period): 1.5%
Effective January 1, 2025 (or closest pay period): 1.5%
Effective July 1, 2025 (or closest pay period): 1.5%

GRADE 01U
649999 DISPATCHER (Inactive Title)

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	34.82	35.34	35.87	36.41	36.96	37.51
1-yr (2080)	35.70	36.24	36.78	37.33	37.98	38.55
5-yr (10,400)	--	--	37.70	38.27	39.02	39.61
10-yr (20,800)	36.59	37.14	38.65	39.23	40.09	40.70
15-yr (31,200)	--	--	--	--	41.20	41.81
20-yr	37.50	38.06	39.61	40.20	42.33	42.96

GRADE 02U

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	35.01	35.54	36.07	36.61	37.16	37.72
1-yr (2080)	35.88	36.42	36.97	37.52	38.18	38.75
5-yr (10,400)	--	--	37.89	38.46	39.23	39.82
10-yr (20,800)	36.78	37.33	38.84	39.42	40.31	40.92
15-yr (31,200)	--	--	--	--	41.42	42.04
20-yr	37.70	38.27	39.81	40.41	42.56	43.20

GRADE 04U

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	36.44	36.99	37.54	38.10	38.67	39.25
1-yr (2080)	37.35	37.91	38.48	39.06	39.73	40.33
5-yr (10,400)	--	--	39.44	40.03	40.83	41.44
10-yr (20,800)	38.28	38.85	40.43	41.04	41.95	42.58
15-yr (31,200)	--	--	--	--	43.10	43.75
20-yr	39.24	39.83	41.44	42.06	44.29	44.95

ARTICLE 23 – WAGE SCHEDULE (Continued)

GRADE 06U

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	32.35	32.84	33.33	33.83	34.34	34.86
1-yr (2080)	33.16	33.66	34.16	34.67	35.28	35.81
5-yr (10,400)	--	--	35.02	35.55	36.25	36.80
10-yr (20,800)	33.99	34.50	35.89	36.43	37.25	37.81
15-yr (31,200)	--	--	--	--	38.28	38.85
20-yr	34.84	35.36	36.79	37.34	39.33	39.92

GRADE 08U

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	27.20	27.61	28.02	28.44	28.87	29.30
1-yr (2080)	27.88	28.30	28.72	29.15	29.66	30.11
5-yr (10,400)	--	--	29.44	29.88	30.48	30.94
10-yr (20,800)	28.58	29.01	30.18	30.63	31.32	31.79
15-yr (31,200)	--	--	--	--	32.18	32.66
20-yr	29.29	29.73	30.93	31.39	33.06	33.56

GRADE 030

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	31.64	32.11	32.59	33.08	33.58	34.08
1-yr (2080)	32.43	32.92	33.41	33.91	34.50	35.02
5-yr (10,400)	--	--	34.25	34.76	35.45	35.98
10-yr (20,800)	33.24	33.74	35.11	35.64	36.43	36.97
15-yr (31,200)	--	--	--	--	37.43	37.99
20-yr	34.07	34.58	35.98	36.52	38.46	39.04

GRADE 033
839998 MARINA SERVICES SUPERVISOR (Inactive Title)

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	34.61	35.13	35.66	36.19	36.73	37.28
1-yr (2080)	35.48	36.01	36.55	37.10	37.74	38.31
5-yr (10,400)	--	--	37.46	38.02	38.78	39.36
10-yr (20,800)	36.36	36.91	38.40	38.98	39.84	40.44
15-yr (31,200)	--	--	--	--	40.94	41.55
20-yr	37.27	37.83	39.36	39.95	42.07	42.70

GRADE 034

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	35.42	35.95	36.49	37.04	37.60	38.16
1-yr (2080)	36.31	36.85	37.40	37.96	38.63	39.21
5-yr (10,400)	--	--	38.34	38.92	39.70	40.29
10-yr (20,800)	37.22	37.78	39.30	39.89	40.79	41.40
15-yr (31,200)	--	--	--	--	41.91	42.54
20-yr	38.15	38.72	40.28	40.88	43.06	43.71

GRADE 035

940011 SENIOR ZOO KEEPER

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	35.94	36.48	37.03	37.59	38.15	38.72
1-yr (2080)	36.84	37.39	37.95	38.52	39.20	39.79
5-yr (10,400)	--	--	38.90	39.48	40.28	40.88
10-yr (20,800)	37.76	38.33	39.87	40.47	41.38	42.01
15-yr (31,200)	--	--	--	--	42.52	43.16
20-yr	38.70	39.28	40.87	41.48	43.69	44.35

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 SUPERVISOR I
840040 WATER DISTRIBUTION SUPERVISOR I
830540 WATER PRODUCTION SUPERVISOR I

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	37.50	38.06	38.63	39.21	39.80	40.40
1-yr (2080)	38.44	39.02	39.61	40.20	40.89	41.51
5-yr (10,400)	--	--	40.60	41.21	42.02	42.65
10-yr (20,800)	39.40	39.99	41.61	42.23	43.17	43.82
15-yr (31,200)	--	--	--	--	44.36	45.03
20-yr	40.39	41.00	42.65	43.29	45.58	46.27

ARTICLE 23 – WAGE SCHEDULE (Continued)

GRADE 037

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	37.66	38.22	38.79	39.37	39.96	40.56
1-yr (2080)	38.60	39.18	39.77	40.37	41.06	41.67
5-yr (10,400)	--	--	40.76	41.37	42.19	42.82
10-yr (20,800)	39.56	40.15	41.78	42.41	43.35	44.00
15-yr (31,200)	--	--	--	--	44.54	45.21
20-yr	40.55	41.16	42.83	43.47	45.77	46.45

GRADE 038

840430 BRIDGE MAINTENANCE SUPERVISOR I
810230 GOLF COURSE SUPERINTENDENT
840131 PUBLIC WORKS SUPERVISOR II
840351 SEWER SUPERVISOR II
840811 SUPPLY SYSTEMS SUPERVISOR II
830030 VEHICLE MECHANIC SUPERVISOR I
840041 WATER DISTRIBUTION SUPERVISOR II

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	39.64	40.23	40.83	41.44	42.06	42.69
1-yr (2080)	40.63	41.24	41.86	42.49	43.22	43.86
5-yr (10,400)	--	--	42.91	43.55	44.41	45.07
10-yr (20,800)	41.64	42.26	43.98	44.64	45.63	46.31
15-yr (31,200)	--	--	--	--	46.88	47.58
20-yr	42.68	43.32	45.08	45.76	48.17	48.89

GRADE 039

839999 EQUIPMENT MAINTENANCE SUPERVISOR (Inactive Title)

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	40.63	41.24	41.86	42.49	43.13	43.78
1-yr (2080)	41.65	42.27	42.90	43.54	44.32	44.98
5-yr (10,400)	--	--	43.98	44.64	45.53	46.22
10-yr (20,800)	42.69	43.33	45.08	45.76	46.79	47.49
15-yr (31,200)	--	--	--	--	48.07	48.79
20-yr	43.75	44.41	46.20	46.89	49.40	50.14

ARTICLE 23 – WAGE SCHEDULE (Continued)

GRADE 040

800131 FORESTRY SUPERVISOR II
830430 METER OPERATIONS SUPERVISOR
810030 PARK MAINTENANCE SUPERVISOR II
810421 TRAFFIC MAINTENANCE SUPERVISOR II
830031 VEHICLE MECHANIC SUPERVISOR II
840042 WATER DISTRIBUTION SUPERVISOR III
830541 WATER PRODUCTION SUPERVISOR II

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	42.05	42.68	43.32	43.97	44.63	45.30
1-yr (2080)	43.10	43.75	44.41	45.08	45.86	46.55
5-yr (10,400)	--	--	45.52	46.20	47.12	47.83
10-yr (20,800)	44.18	44.84	46.65	47.35	48.41	49.14
15-yr (31,200)	--	--	--	--	49.75	50.49
20-yr	45.28	45.96	47.82	48.54	51.11	51.88

GRADE 041

840431 BRIDGE MAINTENANCE SUPERVISOR II
810720 BUILDING MAINTENANCE SUPERVISOR-LIBRARIES
810440 PARKING SYSTEMS SUPERVISOR
840132 PUBLIC WORKS SUPERVISOR III
840352 SEWER SUPERVISOR III

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	43.24	43.89	44.55	45.22	45.90	46.59
1-yr (2080)	44.32	44.98	45.65	46.33	47.16	47.87
5-yr (10,400)	--	--	46.79	47.49	48.46	49.19
10-yr (20,800)	45.43	46.11	47.96	48.68	49.79	50.54
15-yr (31,200)	--	--	--	--	51.16	51.93
20-yr	46.56	47.26	49.16	49.90	52.57	53.36

GRADE 043

811301 BUILDING MAINTENANCE SUPERVISOR – FIRE DEPT
810820 BUILDING MAINTENANCE SUPERVISOR – POLICE DEPT

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	45.72	46.41	47.11	47.82	48.54	49.27
1-yr (2080)	46.86	47.56	48.27	48.99	49.87	50.62
5-yr (10,400)	--	--	49.48	50.22	51.25	52.02
10-yr (20,800)	48.03	48.75	50.72	51.48	52.66	53.45
15-yr (31,200)	--	--	--	--	54.10	54.92
20-yr	49.23	49.97	51.99	52.77	55.59	56.43

ARTICLE 23 – WAGE SCHEDULE (Continued)

GRADE 044
810032 PARK MAINTENANCE SUPERVISOR III
840140 PUBLIC WORKS FIELD SUPERVISOR
840050 WATER DISTRIBUTION FIELD SUPERVISOR
840812 WATER SUPPLY FIELD SUPERVISOR

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	47.15	47.86	48.58	49.31	50.05	50.80
1-yr (2080)	48.33	49.05	49.79	50.54	51.43	52.20
5-yr (10,400)	--	--	51.03	51.80	52.84	53.63
10-yr (20,800)	49.53	50.27	52.31	53.09	54.29	55.11
15-yr (31,200)	--	--	--	--	55.79	56.62
20-yr	50.77	51.53	53.61	54.41	57.32	58.18

GRADE 045

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	48.58	49.31	50.05	50.80	51.56	52.33
1-yr (2080)	49.79	50.54	51.30	52.07	52.98	53.77
5-yr (10,400)	--	--	52.58	53.37	54.43	55.25
10-yr (20,800)	51.04	51.81	53.90	54.71	55.93	56.77
15-yr (31,200)	--	--	--	--	57.47	58.33
20-yr	52.31	53.09	55.24	56.07	59.05	59.94

GRADE 046
500020 ANIMAL SERVICES MANAGER
810501 BUILDING MAINTENANCE SUPERVISOR – PARKS AND RECREATION

	01/01/2023	07/01/2023	01/01/2024	07/01/2024	01/01/2025	07/01/2025
Start	50.04	50.79	51.55	52.32	53.10	53.90
1-yr (2080)	51.29	52.06	52.84	53.63	54.56	55.38
5-yr (10,400)	--	--	54.16	54.97	56.06	56.90
10-yr (20,800)	52.57	53.36	55.52	56.35	57.60	58.47
15-yr (31,200)	--	--	--	--	59.19	60.07
20-yr	53.89	54.70	56.90	57.75	60.81	61.73

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.

ARTICLE 24 – LEGAL SERVICES (Continued)

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, 2023 and shall continue in effect through December 31, 2025. 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.

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.

25.4 Retroactive pay adjustments shall apply to all active employees of the bargaining unit on the date of signing of the agreement except those who have been terminated for cause.

CITY OF SAINT PAUL		THE SAINT PAUL MANUAL AND MAINTENANCE SUPERVISORS ASSOCIATION	
Toni Newborn	7/11/2023	Joseph Grau, President	11Jul2023
Toni Newborn Human Resources Director	Date	Joseph Grau, President	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

Joseph M Reid

Joe Reid
Budget Director

DATE: 9-2-99

SAINT PAUL MANUAL & MAINTENANCE SUPERVISORS ASSOCIATION

Mike Miller

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,

Kath L. Megarry
Katherine L. Megarry
Labor Relations Director

CC: Negotiations file