2026 – 2028

LABOR AGREEMENT

– between –

THE CITY OF SAINT PAUL

– and –

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 70

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PREAMBLE

This Agreement has been entered into between the City of Saint Paul, hereafter referred to as the Employer, and Local Union No. 70, International Union of Operating Engineers, AFL-CIO, hereafter referred to as the Union.

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, benefits, hours of work, and other conditions of employment.

The parties hereto pledge that they shall pursue the above objectives in full compliance with the requirements of the Public Employment Labor Relations Act of the State of Minnesota of 1984, as amended.

ARTICLE 1 – RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing wages, benefits, hours, and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota, Bureau of Mediation Services, under Case No. 73-PR-449-A, as amended, to read as follows:

All regular, probationary, and provisional engineering and building maintenance personnel who are employed by the City of Saint Paul or who have their "terms and conditions of employment" established by the governing body of the City of Saint Paul, and whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five percent (35%) of the normal work week and more than sixty-seven (67) work days per year in the following classifications:

Building Maintenance Engineer, Chemical Feed System Specialist I, Chemical Feed Specialist II, Custodial Worker (Inactivated 4/16/2007), Custodian I, Custodian II, Custodian-Engineer Trainee, Custodian-Engineer I, Custodian-Engineer II, Custodian-Engineer III, Lead Operating Engineer, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Operating Engineer, Park Security Officer, Park Security Officer-Lead, Police Security Ranger (Police) (Inactivated 4/16/2007), Pumping Engineer III (Inactivated 10/3/1989), Security/Safety Officer-Library, Senior Water Operator, Sewer Pumping Station Operator, SPRWS Safety and Security Officer, Supervising Stationary Engineer (Inactivated 4/16/2007), Water Plant Operator I (Inactivated 8/30/2004), Water Plant Aide (Inactivated 8/30/2004), Water Pumping Operator, Water Treatment Operator, excluding supervisory, managerial, clerical confidential, temporary, and emergency employees, those exclusively represented by other labor or employee organizations, and all other employees.

Inactivated titles are not currently being used but are still assigned to the bargaining unit.

1.2 The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this Agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Labor Relations Act to accomplish said objective.

ARTICLE 2 – DEFINITIONS

2.1 **Collective Bargaining:** The Employer will bargain collectively with the Union and with respect to rates of pay, hours, and other conditions pertaining to employment for all of the employees in the unit hereinbefore set forth.

2.2 **Maintenance of Standards:** The Employer 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, (Resolution No. 3250 and the Saint Paul Salary Plan and Rates of Compensation) at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 2 – DEFINITIONS (Continued)

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

2.4 The term "Employer" shall mean the City of Saint Paul or the Saint Paul Water Utility.

2.5 Notwithstanding Article 2.2 above, Civil Service Rules 7, 8 and 14 relating to promotion rights shall not apply to classifications represented by this bargaining unit.

ARTICLE 3 – DUES

3.1 **Dues:** 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.

3.2 The Union will indemnify, defend, and hold the Employer harmless against any claims made and against any suits instituted against the City, its officers, or employees, by reason of negligence of the Union in requesting or receiving deductions under this Article. The City will indemnify, defend, and hold the Union harmless against any claims made and against any suits instituted against the Union, its officers, or employees by reason of negligence on the part of the Employer in making or forwarding deductions under this Article.

ARTICLE 4 – UNION RIGHTS

4.1 The Union may designate employees within the bargaining unit to serve as Union Stewards and shall be required to administer this Agreement.

4.2 The Union shall furnish the Employer and appropriate department heads and Labor Relations Manager with a list of stewards and alternates, and shall, as soon as possible, notify said appropriate City officials in writing of any changes thereto. Only those who are officers and stewards shall be recognized by the Employer for the purpose of meetings.

4.3 There shall be no deduction from the pay of a steward when directly involved in meetings with management relating to the administration of this Agreement during working hours.

4.4 Designated Union Representatives shall be permitted to visit employees on job sites and at department buildings during working hours for the purpose of the administration of this Contract.

ARTICLE 4 – UNION RIGHTS (Continued)

4.5 **Shop Steward:** One (1) Shop Steward from each department will be allowed to accompany an employee's authorized representative during regular working hours for the purpose of wage, salary, or fringe benefit discussions or other problems of their particular concern involving employees of the City of Saint Paul under the following conditions:

1) That only one (1) employee from any one (1) department be allowed to leave his/her work.
2) That the steward be expected to attend these meetings on his/her own time when they are held outside of his/her regular working hours.
3) That adequate notice is given to the department heads so that permission may be obtained.
4) That the steward has officially been designated as such by the Union that he/she represents.
5) Union Conventions: Duly elected Union delegates shall be granted time off without pay for one week to attend such convention. Vacation or compensatory time may be used for this purpose. The Union shall give at least ten (10) working days advance notice of the employees who will be participating in such conventions.

ARTICLE 5 – SENIORITY

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

The length of continuous, regular, and probationary service with the Employer from the date an employee was first appointed to a class title covered by this Agreement, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two (2) or more employees are appointed to the same class title on the same date, the seniority shall be determined by the employee's rank on the eligible list from which certification was made.

5.2 Seniority shall terminate when an employee retires, resigns, or is discharged and to employees who transfer to Independent School District No. 625. Civil Service Rule 8.A.3 and Civil Service Rule 14 shall not apply to applicants and employees who transfer from Independent School District No. 625.

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

5.4 In cases where there are promotional series, such as Custodian Engineer I, II, III, etc., when the number of employees in the higher titles is to be reduced, employees who have held lower titles in the bargaining unit will be offered reductions to the highest title to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department.

5.5 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two (2) years of layoff.

5.6 It is understood that such employees will pick up their former seniority date in any class of positions that they previously held.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.

6.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion of 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 7 – HOURS, PREMIUM PAY

7.1 **Hours of Employment:** The normal work day and the normal work week shall be eight (8) consecutive hours in any twenty-four (24) hour period and forty (40) hours in any seven (7) day period. (For employees on a shift basis, this shall be construed to mean an average of forty hours a week.) The normal work week shall consist of five (5) consecutive normal work days. Within the Division of Libraries, the normal work week shall consist of five (5) consecutive normal work days followed by two (2) consecutive days off.

Rest Periods: All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift for each four (4) hours worked. Employees that work six (6) hours or more shall receive a thirty (30) minute unpaid meal break. The rest period shall be scheduled by management at approximately the middle of each one-half shift whenever is feasible. This language applies to employees who are completely relieved of their duties. For employees who are on-call during their meal period, they will follow applicable department policy.

A department head and an EMPLOYEE may mutually agree in writing to establish a normal work day of ten (10) consecutive hours, and a normal work week of four (4) consecutive work days in a seven (7) calendar day period. The employee may request a thirty (30) minute unpaid lunch period.

For employees in the Water Department: Effective July 1, 2018, the department head and an EMPLOYEE may mutually agree in writing to establish a normal work day and work week of nine (9) consecutive hours on four (4) days and four (4) consecutive hours on one (1) day in a seven (7) calendar day period. The employee may request a thirty (30) minute unpaid lunch period.

A department head may unilaterally cease a four (4) nine (9) hour and one (1) four (4) hour work week or ten (10) hour work day, four (4) day work week with five (5) working days' notice to the EMPLOYEE if such a schedule does not meet the operating needs of the affected department.

Employees in the titles of Maintenance Worker I & II, Water Plant Worker, Water Pumping Operator and Water Treatment Operator assigned to the Water Operations Division may have a normal work day and normal work week consisting of six twelve (12) hour shifts and one eight (8) hour per pay period.

Employees in the titles of Chemical Feed System Specialist I, Custodian Engineer I, Custodian II, Maintenance Worker I and Maintenance Worker II may elect to participate in the 1040 Plan, subject to authorization of the Production Manager.

7.2 **Call-in-Pay:** When an employee is called to work he/she shall receive two (2) hours pay if not put to work. If an employee is called to work and commences work, he/she shall be guaranteed four (4) straight time hours pay, or one and one-half (1.5) times the employee's normal hourly rate for the actual number of hours worked, whichever is greater. These provisions, however, shall not be effective when work is unable to proceed because of adverse weather conditions; nor shall these provisions apply to temporary or emergency employees; nor to any person whose regular scheduled work day is less than four (4) hours.

7.3 **Overtime:** Time on the payroll in excess of the normal hours set forth above shall be "overtime work" and shall be done only by the order of the head of the department. An employee shall be recompensed for work done in excess of the normal hours by being granted compensatory time on a time and one-half (1.5) basis or by being paid on a time and one-half (1.5) basis for such overtime work. The basis on which such overtime shall be paid shall be determined by the employee provided there is money in the budget. In the Division of Libraries, overtime which is scheduled overtime shall be paid at the discretion of the Employer; overtime which is unscheduled shall be at the choice of the employee provided there is money in the budget.

Employees in the titles of Maintenance Worker I & II, Water Pumping Operator and Water Treatment Operator assigned to the Water Operations Division shall be paid for all hours worked over 1040 hours in a 26 week period in accordance with Section 7(b) (1) of the Fair Labor Standards Act, for all hours worked over twelve (12) in a shift and for all hours worked over forty-four (44) in a week and 80 hours in a pay period.

7.4 **Night Differential:** To any employee who works between the hours of 6:00 p.m. and 6:00 a.m., there shall be a night differential of six-and-one-half percent (6.5%) for such hours.

7.5 The night differential shall be six-and-one-half percent (6.5%) of the base rate, and shall be paid only for those night shifts actually worked; provided, however, that the provisions of this subsection shall not apply to employees holding titles listed in Section II of the Saint Paul Salary Plan and Rates of Compensation under the heading "Special Employments" in this bargaining unit.

7.6 A premium pay of $.25 per hour shall be paid for all swing stage work, such as any work performed from a boatswain's chair or a swing scaffold, fifty (50) feet or more above the ground. All standard safety laws shall be complied with.

7.7 Notwithstanding Article 7.1, employees may, through mutual agreement with the Employer, work schedules other than schedules limited by the normal work day and work week as set forth in Article 7.1. Overtime compensation for employees working under such agreements shall be subject to the provisions, for same, as set forth by the Fair Labor Standards Act.

7.8 For employees who wish to share a position, the Employer will attempt to provide

options for implementing a sharing arrangement. Such an arrangement must be mutually agreed upon by the Employer and the employees involved. Vacation, holiday, and sick leave benefits for employees who share a position shall be pro-rated based upon the percent of hours worked. Health insurance benefits shall be administered in accordance with the provisions of Article 15 (Insurance) of this Agreement. In the event that one of the employees participating in the shared position is terminated or terminates employment, the Employer shall post the job sharing vacancy for a period of ten (10) days. If, at the end of ten (10) days, such vacancy cannot be filled, the Employer shall have the option of increasing the remaining employee's work hours.

7.9 Articles 7.7 and 7.8 shall not be subject to the provisions of Article 23 (Grievance Procedure) of this Agreement.

7.10 When an employee is called for work and can resolve the issue remotely via phone call or computer without physically returning to the worksite, the employee shall receive fifteen (15) minutes of pay at their base rate. Calls within the same fifteen (15) minute period are treated as a continuation of the original call. If a phone call is more than fifteen (15) minutes, the employee will be paid for the actual length of the call rounded to the nearest fifteen (15) minute increment.

ARTICLE 8 – SICK LEAVE

8.1 **Sick Leave:** Sick leave shall accumulate at the rate of 0.0500 of a working hour for each full hour on the payroll, excluding overtime. Sick leave accumulation is unlimited. To be eligible for sick leave employees must report to their supervisor no later than one-half hour past their regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of Resolution No. 3250 of the City of Saint Paul.

8.2 **Sick Leave for Employee:** Any employee who has accumulated sick leave credits as provided above in 8.1 shall be granted leave with pay for absences due to illness or injury of the employee, for such period of time as the employee's supervisor deems necessary. Employee may be granted leave with pay for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.

8.3 **Use of Sick Leave for Employee Child:** An employee may use sick leave for absences due to an illness of 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 for his/her own illness.

8.4 **Use of Sick Leave for Parent/Household Member:** In the case of a serious illness or disability of an employee's family 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 leave may be limited to one hundred sixty (160) hours in any twelve (12) month period.

ARTICLE 9 – LEAVE OF ABSENCE

9.1 **Leave of Absence:** After three (3) month's employment, an employee may make application for a leave of absence not to exceed one year. A leave of absence shall be granted on the basis established in the Civil Service Rules (Resolution No. 3250).

9.2 **Military Leave:** Any employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the state or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law. Military leave shall conform to Minnesota Statute, Section 192, as amended from time to time and shall confer no additional benefits other than those granted by said statute.

9.2 (1) **Pay Allowance:** Any employee who shall be a member of the National Guard, the Naval Militia, or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officer's Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under Federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave, or other benefits for all the time when such employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and, further provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established.

Such leave shall not be allowed unless the employee: (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave; or (2) is prevented from so returning by physical or mental disability or other cause not due to such employee's own fault; or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

9.3 **Jury Duty:** Employees who are required to appear in court as jurors or witnesses shall be paid their regular pay while they are so engaged, provided however, that any fees that employees may receive from the court for such service shall be paid to the Employer and be deposited with the Director of Financial Services. 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.

9.4 **Maternity and 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 23 (Grievance Procedure) of this Agreement.

Paid Parental Leave: 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 worked 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 not be considered Paid Parental Leave but will be Holiday leave. Use of holiday pay during a Paid Parental Leave will not extend the length of the 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

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.

9.5 **School Leave:** An employee shall be granted up to a total of sixteen (16) hours per child during a rolling calendar year to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be rescheduled during non-work hours. If 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.

9.6 **Funeral Leave:** Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, shall be granted such leave to attend the funeral of the employee's grandparent or grandchild and as much time as the Employer 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. Effective **January 1, 2028**, Paid Bereavement Leave may be used by an employee in the case death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or other person who is a member of the household. A total of one (1) day per payroll year may be used as Bereavement Leave. Such leave shall not carry over from year to year.

ARTICLE 10 – SEVERANCE PAY

10.1 **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. This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490 except in those cases where the specific provisions of this Article conflict with said ordinance and in such cases, the provisions of this Article shall control.

10.2 **Eligibility:** 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 twelve (12) 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 or she will be granted severance pay as shown below.

ARTICLE 10 – SEVERANCE PAY (Continued)

Minimum 12 years of service and accrued sick leave credits of:	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

10.3 For any employee who is eligible to receive severance from the City under this Article, the City will contribute one hundred five percent (105%) of the full amount of their severance payment to a Post Employment Health Plan (PEHP) in lieu of any cash payment to the employee.

10.4 Employees who intend to voluntarily leave City employment must provide two (2) weeks' notice of their intent to leave employment to be eligible for severance under this Article.

ARTICLE 11 – CITY MILEAGE

11.1 **Automobile Reimbursement Authorized:** Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.

11.2 **Method of Computation:** To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head. Employees shall receive the current IRS mileage reimbursement rate as modified from time to time by the IRS.

11.3 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 either of the above-mentioned types of reimbursement plans who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his/her own personal car available.

11.4 **Rules and Regulations:** The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven, and further require that they maintain automobile liability insurance in amounts of at least the minimums required by the State of Minnesota. These rules and regulations, together with the amendment thereto, shall be maintained on file with the city clerk.

ARTICLE 12 – RESIDENCY

12.1 The Residency Resolution effective August 4, 1979, in Council File No. 273378 shall apply to all employees covered by this Agreement.

ARTICLE 13 – WORKING OUT OF CLASSIFICATION

13.1 The Employer shall avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of fifteen (15) consecutive working days shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16^{th}) day of such assignment. For the purpose of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full-time basis, all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.

ARTICLE 14 – DISCIPLINE

14.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:

1) Oral reprimand;
2) Written reprimand;
3) Suspension;
4) Reduction;
5) Discharge.

14.2 A notice in writing of suspensions, reductions, and discharges shall be sent to the employee and the Union seventy-two (72) hours after such action is taken.

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

14.4 Employees may examine all information in the Employer personnel file that concerns work evaluations, commendations and/or disciplinary actions. Files may be examined at reasonable times under the direct supervision of the Employer.

14.5 Non-probationary employees subject to discharge shall be afforded an opportunity to hear the reason (s) for discharge and an opportunity to offer an explanation of the relevant facts and circumstances surrounding the events which preceded the discharge and/or any extenuating or mitigating circumstances which the employee believes are relevant to the discharge decision.

14.6 An employee to be questioned concerning an investigation or disciplinary action shall have the right to request that a Union representative be present.

ARTICLE 14 – DISCIPLINE (Continued)

14.7 The Employer shall recognize stewards selected in accordance with Union rules and regulations as the grievance representative of the bargaining unit. The Union shall notify the Employer in writing of the names of the stewards and of their successors when so named.

14.8 Discipline under Article 14.1(1) (Oral Reprimand) shall not be subject to the terms of Article 23 – GRIEVANCE PROCEDURE. However, after one (1) year of no discipline from the date of the reprimand, said reprimand will not be used against the employee as part of progressive discipline. Upon the employee's request, an oral reprimand shall be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for one (1) year from the date of the oral reprimand.

ARTICLE 15 – INSURANCE

Active Employee Insurance

15.1 The insurance plans, premiums for coverage, 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 For the purpose of this Article, full-time employment is defined as appearing on the payroll an average of at least thirty (30) hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments, or for the six (6) month period preceding initial enrollment.

15.3 Effective **January 2026**, 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:
2025 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2026, after any plan design changes; employees shall be responsible for the 2025 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2026, after any plan design changes.

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

Single: $833.04, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $51.10/month.

Family: $2,002.34, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $306.12/month.

ARTICLE 15 – INSURANCE (Continued)

Elect Plan/Vantage Plus ACO Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2026; 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: $796.30, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $0.00/month.

Family: $2,002.34 plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $77.42/month.

Park Nicollet ACO Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2026; 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: $791.46, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $0.00/month.

Family: $2,002.34, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $64.82/month.

Passport Copay Plan:
Single: $398.88 (Employee share: $731.28/month)
Family: $748.22 (Employee share: $2,216.32/month)

If the actual premiums for 2026 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 2027**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

ARTICLE 15 – INSURANCE (Continued)

Choice Passport Plan:
2026 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2027, after any plan design changes; employees shall be responsible for the 2026 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2027, after any plan design changes.

Based on a 9.5% premium increase, this results in the following Employer contributions:

Single: $902.30, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program). Employee share: $65.78/month.

Family: $2,183.22, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program). Employee share: $344.48/month.

Elect Plan/Vantage Plus ACO:
The lesser of the Employer's contribution for the Choice Passport Plan for 2027; 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 9.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

Single: $871.94, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program). Employee share: $0.00/month.

Family: $2,183.22, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program). Employee share: $94.10/month.

Park Nicollet ACO Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2027; 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 9.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

Single: $866.64, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program). Employee share: $0.00/month.

Family: $2,183.22, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2026 Wellness Program). Employee share: $80.32/month.

Passport Copay Plan:
Single: $398.88 (Employee share: $838.64/month)
Family: $748.22 (Employee share: $2,497.94/month)

If the actual premiums for 2027 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 calendar year 2028 only, 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 amount provided to other City employees represented by labor unions as established by the consensus of the LMCHI.

In addition, the Employer will contribute the cost for $20,000 life insurance until the retiree attains the age of sixty-five (65).

15.4 Notwithstanding Article 15.3, eligible employees covered by this Agreement and employed half-time prior to January 1, 1986, shall receive the same insurance contributions as a full-time employee. This Article, 15.4, applies only to eligible employees who were employed half-time during the month of December, 1985, and shall continue to apply only as long as such employee remains continuously employed half-time.

Retiree Insurance

15.5 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 15.6 through 15.9 below, toward a health insurance plan offered by the Employer:

1) Be receiving benefits from a public employee retirement act at the time of retirement, and
2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct, and
3) Have completed at least twenty (20) years with the City of Saint Paul or fifteen (15) years if receiving a disability pension.
4) Service requirements for retiree health insurance eligibility will not include years of service with Independent School District No. 625 for employees hired by the City, or transferred to the City, after December 31, 1998.
5) Additional dependents beyond those of record at the time of retirement may not be added to the retiree's health insurance plan at City expense after retirement.

Early Retiree

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

1) Retire on or after January 1, 1996, and
2) Were appointed on or before December 31, 1995, and

3) Have not attained age sixty-five (65) at retirement, and
4) Meet the terms set forth in Section 15.5 above, and
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.

When such early retiree attains age sixty-five (65), the provisions of Section 15.8 shall apply.

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

1) Retire on or after January 1, 1996, and
2) Were appointed on or after January 1, 1996, and
3) Have not attained age sixty-five (65) at retirement, and
4) Meet the conditions set forth in Section 15.5 above, and
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.

When such early retiree attains age sixty-five (65), the provisions of Section 15.10 shall apply.

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

15.8 (1) Retire on or after July 1, 2018, and
15.8 (2) Have not attained age sixty-five (65) at retirement, and
15.8 (3) Meet the terms set forth in Section 15.5 above, and
15.8 (4) Enroll in an individual insurance plan not sponsored by the City.

Until such employees reach sixty-five (65) years of age, the Employer agrees to contribute $350.00 per month, deposited to a Post Employment Health Plan Account. Eligible retirees will request reimbursement from this account after providing proof of having paid for their own individual health insurance coverage from the carrier of their choice.

Eligible retirees who select this option, and in a subsequent year choose to return to a City offered retiree health plan may do so at Open Enrollment provided they have maintained continuous participation in a health insurance plan.

When such early retiree attains age sixty-five (65), the provisions of Section 15.10 or 15.11 (whichever is applicable) will apply.

ARTICLE 15 – INSURANCE (Continued)

15.9 An eligible retiree may waive the City's contribution to allow that non-Medicare eligible retiree the opportunity to qualify for a Federal premium subsidy based on the ACA regulations.

Eligible retirees who waive the contribution will be considered non-participating and never be eligible for any future participation or any City contribution.

Regular Retirees (Age 65 and over)

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

1) Retire on or after January 1, 1996, and
2) Were appointed on or before December 31, 1995, and
3) Have attained age sixty-five (65) at retirement, and
4) Meet the terms set forth in Section 15.5 above, and
5) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute a maximum of $350.00 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 15.6 when such early retirees attain age sixty-five (65).

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

1) Retire on or after January 1, 1996, and
2) Were appointed on or after January 1, 1996, and
3) Have attained age sixty-five (65) at retirement, and
4) Meet the terms set forth in Sections 15.5 above, and
5) Select a health insurance plan offered by the Employer.

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 15.7 when such early retirees attain age sixty-five (65).

15.12 If an employee does not meet the condition of Section 15.5 (3), but does satisfy the conditions in 15.5 (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.

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

ARTICLE 15 – INSURANCE (Continued)

15.14 For each eligible employee the Employer agrees to contribute the cost $20,000 of life insurance coverage.

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

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

15.17 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.

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

Survivor Insurance

15.19 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:

1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
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 – HOLIDAYS

16.1 **Holiday recognized and observed:** The following days shall be recognized and observed as paid holidays:

New Years' Day – January 1
Martin Luther King Day – 3rd Monday of January
Presidents' Day – 3rd Monday of February
Memorial Day –The last Monday of May
Juneteenth Day – June 19
Independence Day – July 4
Labor Day – 1st Monday of September
Veterans' Day – November 11
Thanksgiving Day – 4th Thursday of November
*The Day after Thanksgiving
Christmas Day – December 25
One Floating Holiday **(Effective 01/01/2027)**

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

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.

For those employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

16.2 **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 during that pay period. (See proration charts in the Saint Paul Salary Plan and Rates of Compensation). For purposes of this Section only, non-holiday hours paid include hours actually worked, vacation time, compensatory time, paid leave, and sick leave. In neither case shall the holiday be counted as a working day for the purposes of this Section. It is further understood that neither temporary, emergency, nor other employees not heretofore eligible shall receive holiday pay.

16.3 If an employee entitled to a holiday is required to work on Martin Luther King Day, Presidents' Day, Juneteenth Day, Veterans' Day, or the Day after Thanksgiving, he/she shall be granted another day off with pay in lieu thereof as soon thereafter as the convenience of the department permits, or he/she shall be paid on a straight time basis for such hours worked, in addition to his/her regular holiday pay. Employees assigned to a twelve (12) hour shift shall have holiday overtime using a twelve (12) hour value.

ARTICLE 16 – HOLIDAYS (Continued)

If an employee entitled to a holiday is required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day, he/she shall be recompensed for work done on this day by being granted compensatory time on a time and one-half (1.5) basis or by being paid on a time and one-half (1.5) basis for such hours worked, in addition to his/her regular holiday pay. Employees assigned to a twelve (12) hour shift shall have holiday overtime using a twelve (12) hour value.

16.4 Effective **January 1, 2027**, one (1) floating holiday is added to the schedule in Article 16.1 above. The floating holidays set forth in Section 16.1 above may be taken at any time during the calendar year, subject to the approval of the Department Director of any employee.

16.5 Notwithstanding Section 16.2, effective **May 1, 2026**, a temporary employee shall be eligible for Holiday pay only after such employee has been employed as a temporary employee for sixty-seven (67) calendar days.

ARTICLE 17 – VACATION

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

Hours of Vacation		Years of Service
.0539	(14 days)	1st year thru 4th year
.0693	(18 days)	5th year thru 9th year
.0808	(21 days)	10th year thru 15th year
.0962	(25 days)	16th year thru 23rd year
.1077	(28 days)	24th year and thereafter

17.2 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. Effective **January 1, 2027,** the head of the department may permit an employee to carry over into the "vacation year" up to one hundred sixty (160) hours of vacation.

For the purpose of this Article the "vacation year" shall be the fiscal year (IRS payroll reporting year).

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

17.4 If an employee has an accumulation of sick leave credits in excess of one hundred forty (140) days (1120 hours), he/she may convert any part of such excess of vacation at the rate of one-half days' vacation for each day of sick leave credit.

The maximum number of days' vacation allowed by the conversion of sick leave credits shall be no more than five (5) days in any one "vacation year".

17.5 For purposes of this Article qualifying years of service shall be determined based on

calendar years of service. This shall apply to both part-time and full-time employees. "Years of service" may include, at the discretion of the Department Director, the amount of time worked by an employee at any previous public sector agency or private entity as in the relevant professional field. This "years of service" credit, if granted, may only be applied to affect vacation accrual and will have no impact on the employee's seniority or other rights and benefits of employment based on years of service either to the 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 23 of the Collective Bargaining Agreement.

17.6 An employee may also, at the discretion of the Department Head and additionally, limited by the availability of funds in the Department's budget, sell up to five (5) days, or any portion thereof, of accrued and unused vacation once per year. Such election must be made in writing on or before December 1st of each year. If the employee elects to sell vacation, the payment for such sold vacation shall be made in a lump sum in the nearest full payroll period following the election date. The payment shall be in the 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. This section shall not be subject to the provisions of Article 23 (Grievance Procedure) of this Agreement.

ARTICLE 18 – WAGE SCHEDULE

18.1 The wage schedule for purposes of this Contract shall be Appendix A attached hereto. The basic hourly wage rates in Appendix A reflect the following increases:

Effective **January 1, 2026** (or closest pay period):	1.5%
Effective **July 1, 2026** (or closest pay period):	1.5%
Effective **January 1, 2027** (or closest pay period):	3.0%
Effective **January 1, 2028** (or closest pay period):	3.5%

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

ARTICLE 19 – STRIKES, LOCKOUTS, WORK INTERFERENCE

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

ARTICLE 20 – NON-DISCRIMINATION

20.1 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.

ARTICLE 20 – NON-DISCRIMINATION (Continued)

20.2 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 21 – SAFETY SHOES/UNIFORMS

21.1 The Employer agrees to pay $200.00 per year toward a safety shoe allowance for an employee who is a member of this unit. The contribution shall be made as a cash payment to be placed on the paycheck. The Employer contribution shall apply only to those employees who are required by the Employer to wear protective shoes or boots. Effective **January 1, 2027,** the allowance will increase to $225.00. Effective **January 1, 2028**, the allowance will increase to $250.00.

21.2 For the purposes of this Section 21.2, it is understood that employees shall only be reimbursed for uniform items that are qualified as non-taxable and reimbursable under the Water Utility's uniform policy. Newly hired employees shall receive a one-time reimbursement for initial uniform items purchased up to $289.00. The Employer agrees to provide a uniform allowance of up to $250.00 per calendar year toward the cost of replacing uniforms for those employees who have participated in the uniform program in the previous year. Such uniform allowance shall be made as a cash payment to be placed on the paycheck.

21.3 The City shall furnish uniforms at no cost to employees required to wear a uniform who work in the Sewer Division of the Public Works Department. The Employer shall retain the discretion to determine the uniform to be worn.

21.4 The Parks & Recreation Department shall furnish uniforms at no cost to employees in the title of Park Security Officer. The Employer shall retain the discretion to determine the uniform to be worn. Full-time permanent Park Security Officers shall receive a $75 boot allowance. This contribution shall be made as a cash payment to be placed on the paycheck.

21.5 The Police Department shall furnish uniforms at no cost to employees in the title of *Park Ranger and Police Security Ranger. The Employer shall retain the discretion to determine the uniform to be worn. For full-time permanent Police Security Rangers and *Park Ranger the City shall reimburse fifty percent (50%) of the cost of boots for employees to a maximum of $50.00 per year.

21.6 Except for Water Utility employees choosing not to participate in the uniform program as described in 21.2, all employees working in any City Department who are provided a uniform shall wear such specified uniform.

ARTICLE 22 – DEFERRED COMPENSATION

22.1 Employees with at least one (1) year of certified City service will be eligible for a deferred compensation match:

Effective **January 1, 2023**, employees with at least one (1) year of certified City service will be eligible for a deferred compensation match of fifty dollars ($50.00) per pay period

ARTICLE 22 – DEFERRED COMPENSATION (Continued)

for a total annual maximum matching amount of one thousand three hundred dollars ($1300.00) per year.

Effective **January 1, 2027**, employees with at least one (1) year of certified City service will be eligible for a deferred compensation match of sixty dollars ($60.00) per pay period for a total annual maximum matching amount of one thousand five hundred sixty dollars ($1560.00).

Effective **January 1, 2028**, employees with at least one (1) year of certified City service will be eligible for a deferred compensation match of seventy-five dollars ($75.00) per pay period for a total annual maximum matching amount of one thousand nine hundred and fifty dollars ($1950.00).

Eligibility is subject to the criteria listed below. This match shall continue during each year of this Agreement.

22.2 Eligibility and implementation:

a) For initial match, employees must have been employed by the City in a certified position for a minimum of one (1) calendar year.
b) 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.

The City will match employee investments made into Roth plans available through City-selected financial investment firms, until the $200 dollar limit is reached. As Deferred Compensation, the City's match will be made into a non-Roth account, which is paired with the employee's Roth account.

ARTICLE 23 – GRIEVANCE PROCEDURE

23.1 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided, the steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.

23.2 The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this Agreement. It is understood that issues not related to terms and conditions of employment (for example: topics listed in Civil Service Rule 26 III A, B, C: performance reviews, examinations, and classification) shall continue to be processed in accordance with the grievance procedure outlined in the Civil Service Rules. Grievances shall be resolved in conformance with the following procedure:

Step 1 Upon the occurrence of an alleged violation of this Agreement, the employee

involved shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the Agreement violated, and the relief requested. Any alleged violation of the Agreement not reduced to writing by the Union within fourteen (14) calendar days of the first occurrence of the event giving rise to the grievance or within the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Step 2 Within seven (7) calendar days after receiving the written grievance a designated Employer supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Employer shall reply in writing to the Union within three (3) calendar days following this meeting. The Union may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 3 Within seven (7) calendar days following receipt of a grievance referred from Step 2 a designated Employer supervisor shall meet with the Union Business Manager or his designated representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting the Employer shall reply in writing to the Union stating the Employer's answer concerning the grievance. If as a result of the written response the grievance remains unresolved, the Union may refer the grievance to Step 4. Any grievance not referred to in writing by the Union to Step 4 within seven (7) calendar days following receipt of the Employer's answer shall be considered waived.

Step 4 If the grievance remains unresolved, the Union may within seven (7) calendar days after the response of the Employer in Step 3, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Union within seven (7) calendar days after notice has been given. Any grievance referred to arbitration but not scheduled within ninety (90) calendar days of the referral shall be considered waived. This timeline only applies to scheduling the arbitration hearing, not when the arbitration hearing occurs.

If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first (1st) name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

23.3 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from

ARTICLE 23 – GRIEVANCE PROCEDURE (Continued)

the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law.

The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.

23.4 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.

23.5 The time limits in each step of this procedure may be extended by mutual agreement of the Employer and the Union.

ARTICLE 24 – PROBATIONARY PERIOD

24.1 Effective January 1, 2019, Employees covered by this bargaining unit shall have a one (1) year probationary period. The language of the Contract shall supersede/replace any conflicting language of the Salary Plan.

ARTICLE 25 – TERMS OF AGREEMENT

25.1 **Complete Agreement and 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.

25.2 **Savings Clause:** This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Saint Paul. In the event any provision of this Agreement shall hold to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 25 – TERMS OF AGREEMENT (Continued)

25.3 **Terms of Agreement:** Except as herein provided, this Agreement shall be effective as of the date it is executed by the parties and shall continue in full force and effect through the 31st day of December, 2028, 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.

25.4 This constitutes a tentative Agreement between the parties which will be recommended by the City Negotiator but is subject to the approval of the Administration of the City, the City Council, and is also subject to ratification by the Union.

WITNESSES:
CITY OF SAINT PAUL

5/22/26
Jason Schmidt — Date
Human Resources Deputy Director

5/22/26
Christy Harriman — Date
Labor Relations Specialist

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70

5-22-26
Scott Marsyla, Business Manager — Date

5-22-26
President — Date

5-22-26
Recording Secretary — Date

5/15/2026
Travis Aslakson — Date
Business Representative

5-15-26
Steward — Date

5-15-26
Steward — Date

5/19/26
Steward — Date

5-19-26
Steward — Date

Steward — Date

APPENDIX A – WAGES

GRADE 01U
NOT UTILIZED AT THIS TIME

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	23.50	23.85	24.57	25.43
2080 Hours	24.20	24.56	25.30	26.19
6240 Hours	24.92	25.29	26.05	26.96
12,480 Hours	25.66	26.04	26.82	27.76
20-yr (41,600)	26.06	26.45	27.24	28.19

GRADE 02U
810611 CUSTODIAN II

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	27.84	28.26	29.11	30.13
2080 Hours	29.13	29.57	30.46	31.53
6240 Hours	30.00	30.45	31.36	32.46
12,480 Hours	30.90	31.36	32.30	33.43
20-yr (41,600)	31.36	31.83	32.78	33.93

GRADE 03U
810620 CUSTODIAN-ENGINEER I

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	32.28	32.76	33.74	34.92
2080 Hours	33.24	33.74	34.75	35.97
6240 Hours	34.24	34.75	35.79	37.04
12,480 Hours	35.26	35.79	36.86	38.15
20-yr (41,600)	35.79	36.33	37.42	38.73

GRADE 04U
810621 CUSTODIAN-ENGINEER II
830510 MAINTENANCE WORKER I

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	33.38	33.88	34.90	36.12
2080 Hours	34.39	34.91	35.96	37.22
6240 Hours	35.42	35.95	37.03	38.33
12,480 Hours	36.48	37.03	38.14	39.47
20-yr (41,600)	37.03	37.59	38.72	40.08

APPENDIX A – WAGES (Continued)

GRADE 05U
810622 CUSTODIAN-ENGINEER III

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	35.80	36.34	37.43	38.74
2080 Hours	36.89	37.44	38.56	39.91
6240 Hours	38.00	38.57	39.73	41.12
12,480 Hours	39.14	39.73	40.92	42.35
20-yr (41,600)	39.73	40.33	41.54	42.99

GRADE 06U
830520 MAINTENANCE WORKER II

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	35.49	36.02	37.10	38.40
2080 Hours	36.55	37.10	38.21	39.55
6240 Hours	37.65	38.21	39.36	40.74
12,480 Hours	38.77	39.35	40.53	41.95
20-yr (41,600)	39.35	39.94	41.14	42.58

GRADE 07U
NOT UTILIZED AT THIS TIME

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	34.80	35.32	36.38	37.65
2080 Hours	35.85	36.39	37.48	38.79
6240 Hours	36.93	37.48	38.60	39.95
12,480 Hours	38.02	38.59	39.75	41.14
20-yr (41,600)	38.60	39.18	40.36	41.77

GRADE 08U
515A WATER PLANT OPERATOR I (Inactivated 8/30/2004)

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	35.34	35.87	36.95	38.24
2080 Hours	36.41	36.96	38.07	39.40
6240 Hours	37.51	38.07	39.21	40.58
12,480 Hours	38.63	39.21	40.39	41.80
20-yr (41,600)	39.21	39.80	40.99	42.42

APPENDIX A – WAGES (Continued)

GRADE 09U
830701 OPERATING ENGINEER
830532 WATER PUMPING OPERATOR
830530 WATER TREATMENT OPERATOR

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	36.84	37.39	38.51	39.86
2080 Hours	37.94	38.51	39.67	41.06
6240 Hours	39.08	39.67	40.86	42.29
12,480 Hours	40.25	40.85	42.08	43.55
20-yr (41,600)	40.84	41.45	42.69	44.18

GRADE 10U
NOT UTILIZED AT THIS TIME

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	38.29	38.86	40.03	41.43
2080 Hours	39.43	40.02	41.22	42.66
6240 Hours	40.60	41.21	42.45	43.94
12,480 Hours	41.82	42.45	43.72	45.25
20-yr (41,600)	42.45	43.09	44.38	45.93

GRADE 11U
830531 CHEMICAL FEED SYSTEM SPECIALIST I
830521 MAINTENANCE WORKER III

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	38.58	39.16	40.33	41.74
2080 Hours	39.74	40.34	41.55	43.00
6240 Hours	40.95	41.56	42.81	44.31
12,480 Hours	42.16	42.79	44.07	45.61
20-yr (41,600)	42.79	43.43	44.73	46.30

APPENDIX A – WAGES (Continued)

GRADE 12U
830710 LEAD OPERATING ENGINEER
281 PUMPING ENGINEER III (Inactivated 10/3/1989)
840340 SEWER PUMPING STATION OPERATOR
830550 SENIOR WATER OPERATOR

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	40.04	40.64	41.86	43.33
2080 Hours	41.24	41.86	43.12	44.63
6240 Hours	42.49	43.13	44.42	45.97
12,480 Hours	43.77	44.43	45.76	47.36
20-yr (41,600)	44.42	45.09	46.44	48.07

GRADE 13A
NOT UTILIZED AT THIS TIME

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	22.78	23.12	23.81	24.64
6-mo (1040)	23.75	24.11	24.83	25.70
1-yr (2080)	24.55	24.92	25.67	26.57
2-yr (4160)	25.48	25.86	26.64	27.57
3-yr (6240)	26.51	26.91	27.72	28.69
5-yr (10,400)	27.53	27.94	28.78	29.79
10-yr (20,800)	28.14	28.56	29.42	30.45
15-yr (31,200)	28.85	29.28	30.16	31.22
20-yr (41,600)	29.72	30.17	31.08	32.17

GRADE 13M
810610 CUSTODIAN I

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	18.49	18.77	19.33	20.01
6-mo (1040)	19.15	19.44	20.02	20.72
1-yr (2080)	19.76	20.06	20.66	21.38
2-yr (4160)	20.39	20.70	21.32	22.07
3-yr (6240)	21.07	21.39	22.03	22.80
5-yr (10,400)	21.83	22.16	22.82	23.62
10-yr (20,800)	22.27	22.60	23.28	24.09
15-yr (31,200)	22.77	23.11	23.80	24.63
20-yr (41,600)	23.46	23.81	24.52	25.38

APPENDIX A – WAGES (Continued)

GRADE 13U
830534 CHEMICAL FEED SYSTEM SPECIALIST II
670 WATER PLANT AIDE (Inactivated 8/30/2004)

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	40.44	41.05	42.28	43.76
2080 Hours	41.65	42.27	43.54	45.06
6240 Hours	42.90	43.54	44.85	46.42
12,480 Hours	44.19	44.85	46.20	47.82
20-yr (41,600)	44.85	45.52	46.89	48.53

GRADE 15U
NOT UTILIZED AT THIS TIME

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	35.16	35.69	36.76	38.05
2080 Hours	36.22	36.76	37.86	39.19
6240 Hours	37.31	37.87	39.01	40.38
12,480 Hours	38.43	39.01	40.18	41.59
20-yr (41,600)	39.01	39.60	40.79	42.22

GRADE 16U
464 SUPERVISING STATIONARY ENGINEER (Inactivated 4/16/2007)

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	36.51	37.06	38.17	39.51
2080 Hours	37.62	38.18	39.33	40.71
6240 Hours	38.75	39.33	40.51	41.93
12,480 Hours	39.91	40.51	41.73	43.19
20-yr (41,600)	40.52	41.13	42.36	43.84

GRADE 017
630110 PARKS SECURITY OFFICER
630501 SPRWS – SAFETY AND SECURITY OFFICER

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	20.63	20.94	21.57	22.32
6-mo (1040)	21.22	21.54	22.19	22.97
1-yr (2080)	22.14	22.47	23.14	23.95
2-yr (4160)	23.07	23.42	24.12	24.96
3-yr (6240)	24.27	24.63	25.37	26.26
5-yr (10,400)	25.48	25.86	26.64	27.57
10-yr (20,800)	26.69	27.09	27.90	28.88
15-yr (31,200)	27.91	28.33	29.18	30.20
20-yr (41,600)	28.75	29.18	30.06	31.11

APPENDIX A – WAGES (Continued)

GRADE 17A
630201 SECURITY/SAFETY OFFICER – LIBRARY

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	23.96	24.32	25.05	25.93
6-mo (1040)	24.72	25.09	25.84	26.74
1-yr (2080)	25.54	25.92	26.70	27.63
2-yr (4160)	26.43	26.83	27.63	28.60
3-yr (6240)	27.34	27.75	28.58	29.58
5-yr (10,400)	28.35	28.78	29.64	30.68
10-yr (20,800)	29.09	29.53	30.42	31.48
15-yr (31,200)	29.71	30.16	31.06	32.15
20-yr (41,600)	30.61	31.07	32.00	33.12

GRADE 17U
810600 CUSTODIAN-ENGINEER TRAINEE

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	17.20	17.46	17.98	18.61
2080 Hours	17.71	17.98	18.52	19.17
6240 Hours	18.25	18.52	19.08	19.75
12,480 Hours	18.79	19.07	19.64	20.33
20-yr (41,600)	19.08	19.37	19.95	20.65

GRADE 18U
188A CUSTODIAL WORKER (Inactivated 4/16/2007)

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	24.79	25.16	25.91	26.82
2080 Hours	25.53	25.91	26.69	27.62
6240 Hours	26.29	26.68	27.48	28.44
12,480 Hours	27.07	27.48	28.30	29.29
20-yr (41,600)	27.49	27.90	28.74	29.75

GRADE 20U
811201 BUILDING MAINTENANCE ENGINEER

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	35.77	36.31	37.40	38.71
2080 Hours	36.84	37.39	38.51	39.86
6240 Hours	37.94	38.51	39.67	41.06
12,480 Hours	39.09	39.68	40.87	42.30
20-yr (41,600)	39.68	40.28	41.49	42.94

APPENDIX A – WAGES (Continued)

GRADE 21U
NOT UTILIZED AT THIS TIME

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	17.59	17.85	18.39	19.03
6-mo (1040)	18.21	18.48	19.03	19.70
1-yr (2080)	19.19	19.48	20.06	20.76
2-yr (4160)	20.38	20.69	21.31	22.06
3-yr (6240)	21.61	21.93	22.59	23.38
5-yr (10,400)	22.81	23.15	23.84	24.67
10-yr (20,800)	23.66	24.01	24.73	25.60
20-yr (41,600)	24.37	24.74	25.48	26.37

GRADE 22U
117B POLICE SECURITY RANGER (Inactivated 4/16/2007)
630120 PARK SECURITY OFFICER-LEAD

	01/01/2026	07/01/2026	01/01/2027	01/01/2028
Start	23.48	23.83	24.54	25.40
6-mo (1040)	24.09	24.45	25.18	26.06
1-yr (2080)	25.17	25.55	26.32	27.24
2-yr (4160)	26.13	26.52	27.32	28.28
3-yr (6240)	27.36	27.77	28.60	29.60
5-yr (10,400)	28.57	29.00	29.87	30.92
10-yr (20,800)	29.55	29.99	30.89	31.97
20-yr (41,600)	30.44	30.90	31.83	32.94

Personnel hired for employment with the City after the date of the signing of this agreement, to a class listed in Article 1 above, shall be compensated at the "0 – 6 months" hourly wage rate during the first 6 months of employment. After completion of 6 months of employment the employee shall be paid at the "after 6 months" hourly wage rate. Employees promoted from any class listed in Article 1 above to any class listed in Article 1 above shall receive the "after 6 months" hourly wage rate.

Temporary employees shall be paid the minimum rate indicated in this Appendix for the classification in which they are employed.