

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF SAINT PAUL
AND
THE PROFESSIONAL EMPLOYEES ASSOCIATION**

The City of Saint Paul (hereinafter "City") and Professional Employees Association (hereinafter "Union") enter into this Memorandum of Agreement (hereinafter "MOA") for the purpose of resolving differences in the interpretation and application of Article 19 – Grievance Procedure in the parties' collective bargaining agreement (hereinafter "CBA"). The parties mutually desire to reconcile the procedure so as to provide a fair, efficient and unambiguous process of addressing grievances without subjecting all alleged Civil Service Rule violations to the grievance arbitration process while also prohibiting employees from proceeding in more than one forum.

Therefore, the parties agree to the following:

- 1) The parties agree to strike the existing Article 19.3 in the 2005-2007 CBA as follows:
~~For the purposes of this Article, a grievance is defined as an alleged violation of the terms and conditions of this Agreement. The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances arising from this Agreement or arising from terms and conditions of employment in the City of Saint Paul Civil Service Rules and Salary Plan and Rates of Compensation.~~
- 2) In replacement of the stricken Article 19.3 (above), the parties agree to apply the following language to the existing contract and its successors, unless mutually modified through subsequent negotiations:

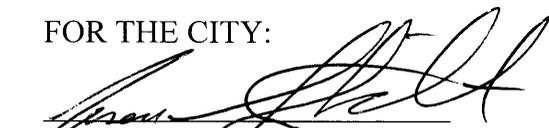
19.3 DEFINITION OF GRIEVANCE A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the AGREEMENT.

It is specifically understood that any matters governed by or excluded by the Civil Service Rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. However, disciplinary actions (excluding reprimands) may be appealed to either the Civil Service Commission or to an arbitrator. If disciplinary action is grieved under the terms of this contract, the union's Step 2 written grievance must state whether the grievance, if still unresolved after Step 3, will be appealed to the Civil Service Commission or to an arbitrator.

Nothing in this Article precludes employees from pursuing whatever recourse they may have under the terms of the Veterans Preference Act.

The remainder of the CBA is unchanged. No precedent is established by this MOA.

FOR THE CITY:


Jason Schmidt
Labor Relations Manager

Date: 2/27/06

FOR THE UNION:


David C. Peterson
President, PEA

Date: 2.27.06