



The Corner

by Mike Wilde, Legal Counsel

When we think of maintenance most of us probably conjure up some obligation regarding an item we own. If your dad is anything like mine, you were repeatedly told “check your oil.” Because of course, car maintenance keeps things running. If you have the mixed blessing of being a homeowner you maintain your furnace, your lawnmower, perhaps a snow blower and your lawn. If you don’t, you’ll soon be out on the market spending hard earned money replacing what you failed to maintain.

Ask yourself if you ever have to maintain the compensation or benefits that you earn in your job. It might be a surprise to learn that much of this maintenance is actually done through your membership in PEA. This is not a “feel good” pep talk about membership involvement. I’ve offered many of those in the past several newsletter articles. Instead, it is a technical dive into the terms of your collective bargaining agreement and beyond.

If your work for the City or the School District in a PEA classification then you’re likely covered by a MAINTENANCE OF STANDARDS clause. These provisions are found in Article 2 and Article 3 in respective contracts. They read identically and are set forth below:

The parties agree that all conditions of employment relating to wages, hours of work, vacations, and all other general working conditions, except as modified by this Agreement, 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 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.

We always encourage members to become familiar with their contract language. But it’s a rare individual who will actually go a step further and dig into the Civil Service Rules (CSR). It’s even more unlikely that employees pull up the Saint Paul Salary Plan and Rates of Compensation. Not what you would call leisure reading, I’ll admit.

But both the CSR and the Salary Plan serve as a “floor” to the benefits that have since been negotiated into your contract. These provisions are cited in the Maintenance of Standards clause because your contract benefits are maintained “at not less than the highest minimum standards” in these two policies. Fortunately, PEA has negotiated enhanced benefits over the last 40 years that improve upon these conditions and add to the compensation and benefit package you currently enjoy. But it is good to know that these important provisions are “maintained” without you changing any oil or swapping furnace filters.

For those of you who might believe the contract is therefore unnecessary, let me try to disabuse you of that notion. Here are some reasons why:

- The Contract benefits often exceed those in the policies;

The Corner continued on page 2

- The enforcement mechanism for violations is easier and more binding under the contract (that's why a grievance and even labor arbitration are preferable to a CSR hearing); and
- Policies can be changed unilaterally if the employer so chooses through City Council, but a labor agreement requires our PEA membership's approval before changes can be made.

But there are provisions in these policies that sometimes go unchecked or even ignored. One of the conditions that many people are not aware of is Holiday pay. So I would like to touch on this single item in hopes that it educates you on something that your department might not follow.

Specifically, the Salary Plan determines how you are paid in the unfortunate occasion when you are required to work on a holiday. The language reads as follows:

If an employee entitled to a holiday is required to work on Martin Luther King Day, Washington's and Lincoln's Birthday, Day after Thanksgiving, or Veterans' Day, s/he shall be granted another day off with pay, in lieu thereof, as soon thereafter as the convenience of the department permits, or s/he shall be paid on a straight time basis for such hours worked, in addition to his/her regular holiday pay. 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, s/he shall be recompensed for work done on this day by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such hours worked, in addition to his/her regular holiday pay.

For the most part, this is a good benefit. It doesn't matter what grade level you're at, if you're asked to work on Independence Day, for example, then you will be compensated at time and one-half with compensatory time off. So a long 8-hour day on July 4th will earn you 12 hours off with pay to be used at a later time.

A little wrinkle that was recently experienced by a City employee is worth mentioning. Time worked on a holiday is defined as "overtime" and therefore no vacation or sick time benefit is accrued for those hours worked. Benefits accrue based on regular hours worked, not O.T.

The surprise is that if an employee decides to leave work early or not work a day in that same pay period as the holiday that was worked, they might lose out on those accrual hours. Confused? I understand. So let's give an example:

If Technician Tom works Monday, Tuesday, and on Wednesday, July 4th (2018 calendar), then returns to work a full day Thursday, but takes all day Friday off, he might assume that he has put in a full 40 hour week and would accrue benefits based on his 40 hours worked. It seems logical because Tom actually worked 32 hours (butt in chair, so to speak) and had holiday pay for 8 hours. But he will be surprised to find that his paycheck will show 32 hours of accrual-eligible hours (Monday, Tuesday and Thursday plus Wednesday's holiday pay) and 8 hours of "overtime" for work performed on July 4th. Since overtime accrues no benefits, he will only get 32 hours of accrual time on the next paycheck.

Now this example assumes that Technician Tom did not apply previously earned comp time for the 8 hours that he took off on Friday.

So if you have the option to avoid working a holiday, consider it. Because you might be more interested in accruing all your sick and vacation and enjoying the holiday as was intended. But whatever the work schedule, these are your benefits that exist through worry free maintenance.

Stewards & Executive Committee Meeting & Dinner

Wednesday, July 11, 2018

Location: Joseph's Grill
140 South Wabasha • 651-222-2435

Meeting: 5:30-7:00 PM

Dinner: 6:00-6:30 PM

Reservations required: RSVP to Regina at regina.etoll@ci.stpaul.mn.us

Please plan to arrive before 5:30PM so we can order promptly and start eating around 6:00PM. Dinner selections will be made from Joseph's menu; your dinner may include a non-alcoholic beverage of your choice. The meeting will be suspended when dinner is served so we can all enjoy our meal together.

AGENDA:

1. Greetings & Introductions
2. Legal Counsel Report
3. President and/or Vice President's Report
4. Committee Reports
 - a. Treasurer
 - b. Personnel
 - c. City Negotiations
 - d. District Negotiations
5. Adjournment of Combined Meeting

The Executive Committee will hold a short meeting of the board following the adjournment of the Combined Meeting.

PEA Calendar of Events 2018

add these dates to your calendar!

Wednesday, July 11 Board & Stewards Meeting, Joseph's

Wednesday, October 3 General Membership Meeting, Mancini's



Dear Members,

By the time your reading this PEA will have voted on a new contract with SPPS and be in the last steps of working with other bargaining groups and SPPS to select a contract for health insurance for District Employees. I want to thank you all for being so involved in the contact process. Member ideas and priorities guide the Negotiations Committees work and help us know how to best advocate for you all.

Through the negotiations process we've continued to hear feedback from members about the Professional Growth benefit, so it seems like a timely one to dig into a little deeper. You'll find it in article 10 of our contract. The benefit is intended to provide funds for PEA members to improve their skills as professionals, but isn't expressly limited to training, classes or other activities that are directly related to the member's current job, with the exception of membership dues in professional organizations. Because of this, PEA asserts that any opportunity that improves members' skills as professionals should be eligible for reimbursement with Professional Growth funds. Additionally, the Professional Growth funds do not limit the District from paying for a class, conference, or other training for an employee with department funds.

In previous contract negotiations we've worked to increase the annual amount and roll over limit. The current contract provides \$500 annually for professional growth opportunities. Members are allowed to "carry over" funds into following years up to a limit of \$1,500 being available in a year.

The Professional Growth fund is an important benefit to all of us to maintain our skills. I'd encourage all of you take full advantage of it and if you're experiencing restrictions, let your Steward know so PEA can ensure members are receiving the full benefit of our bargaining agreement.

Sincerely,
Todd Larson
PEA SPPS Negotiations Chairperson



City Negotiations update

PEA members who came out to vote on the City contract, thank you! It unanimously passed! 76 of you voted which represents about one third of our City membership. I can only surmise that those of you, who didn't vote, didn't find much to object to in the tentative agreement. This is a reminder that we have a good contract.

This latest contract, took five meetings with the City, which you might find surprising, considering there weren't many changes. However, I am concerned about what I see as the City's desire to chip away at gains we have already made. One item in the PEA contract the City would like to eliminate is health insurance for part-time employees. There are eight PEA members that work less than 32 hours per week. Five of them carry health insurance. The City would like to eliminate this benefit, not because it is an economic burden (part-time employees who carry health insurance pay a greater share of the premium than those employees who work full-time), but because it is difficult to manage! Your negotiation team could not get on board with that kind of reasoning.

I have learned a lot during these past two contract negotiation cycles. I would like to thank my negotiation team members for their hard work and thoughtful consideration of the various options presented. One last note, I have much appreciation and gratitude for those negotiations teams that came before me, for all of their hard work in crafting, in my opinion, a good, solid contract.

Respectfully,
Justine Roe
PEA City Negotiations Chairperson
peanegotiationscity@gmail.com



Professional Employees Association

CITY OF SAINT PAUL & INDEPENDENT SCHOOL DISTRICT NO. 625

www.peaonline.org

Mission Statement

The Professional Employees Association is dedicated to bargain, administer, and enforce labor agreements in a responsible, prudent, and lawful manner for the overall improvement of members' working conditions, with emphasis on general advocacy, education, and communication.

Executive Committee

President	Karin Anderson <i>karin.anderson@ci.stpaul.mn.us</i>	CAO – 750 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8765
Vice President	Regina Etoll <i>regina.etoll@ci.stpaul.mn.us</i>	CAO – 500 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8726
Treasurer	Melissa Zellmer <i>melissa.zellmer@ci.stpaul.mn.us</i> <i>peatreasurer1@gmail.com</i>	OFS – 110 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8821
Secretary	Sara Nurmela <i>peanewsletter@gmail.com</i>	HREEO – 280 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8974
Personnel	Julie Kraus <i>julie.kraus@ci.stpaul.mn.us</i>	CAO – 400 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8776
School Negotiations	Todd Larson <i>todd.larson@spps.org</i> <i>peanegotiations.spps@gmail.com</i>	SCHOOLS – 1930 Como Ave., 55108	651-744-1813
City Negotiations	Justine Roe <i>justine.roe@ci.stpaul.mn.us</i> <i>peanegotiationscity@gmail.com</i>	WATER – 1900 Rice St., 55113	651-266-1628

Staff & Others

Legal Counsel	Mike Wilde, Esq. <i>mike.wilde24@gmail.com</i>	545 7th St. W Saint Paul, MN 55102	612-227-8425
Newsletter	Sara Nurmela <i>peanewsletter@gmail.com</i>	HREEO – 280 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8974
Webpage <i>www.peaonline.org</i>	John Larson <i>john.larson@ci.stpaul.mn.us</i>	Libraries (SPPL) – 90 W 4th St., 55102	651-266-7044
Mailing Address	Professional Employees Association	PO Box 7333 Saint Paul, MN 55107-0333	

Stewards

CAO / OFS / HREEO / Mayor's Office / Council Res / HR	Amanda Rice <i>amanda.rice@ci.stpaul.mn.us</i>	500 City Hall, 15 Kellogg Blvd. W., 55102	651-266-8737
DSI & Police	Kelly DeHaut <i>kelly.dehaut@ci.stpaul.mn.us</i>	367 Grove St., 55101	651-266-5606
Fire & Emergency Management	Jill LaCasse <i>jill.lacasse@ci.stpaul.mn.us</i>	645 Randolph Ave., 55102	651-228-6257
Libraries	Peter Borgen <i>peter.borgen@ci.stpaul.mn.us</i> <i>PeterBorgenUnionSteward@gmail.com</i>	Highland Park Library, 1974 Ford Parkway, 55116	651-695-3700
Libraries	Kathleen Conger <i>kathleen.conger@ci.stpaul.mn.us</i>	George Latimer Central Library 90 W 4th Street, 55102	651-266-7000
Libraries	Therese Scherbel <i>therese.scherbel@ci.stpaul.mn.us</i>	George Latimer Central Library 90 W 4th Street, 55102	651-266-7048
OTC	Luke Vang <i>luke.vang@ci.stpaul.mn.us</i>	600 City Hall Annex, 25 W. 4th St., 55102	651-266-6789
Parks & Recreation	Rachel Coyle <i>rachel.coyle@ci.stpaul.mn.us</i>	1100 North Hamline Avenue 55108	651-632-2431
PED	Beth Ulrich <i>beth.ulrich@ci.stpaul.mn.us</i>	1400 City Hall Annex, 25 W. 4th St., 55102	651-266-6689
Public Health	Sue Butler <i>sue.butler@co.ramsey.mn.us</i>	555 Cedar St., 55101	651-266-1321
Public Works	Bill Vos <i>bill.vos@ci.stpaul.mn.us</i>	900 City Hall Annex, 25 W. 4th St., 55102	651-266-6113
School District	Jim Engen <i>jim.engen@spps.org</i>	360 Colborne St., 55102	651-767-8346
School District	Dominique Murray <i>dominique.murray@spps.org</i>	1930 Como Ave., 55108	651-744-8307
School District	Jerry Skelly <i>jerry.skelly@spps.org</i>	360 Colborne St., 55102	763-422-9624
Water	Sarah Brown <i>sarah.brown@ci.stpaul.mn.us</i>	1900 Rice St., 55113	651-266-1635