

JANUARY 1, 2023 – DECEMBER 31, 2025

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

PROFESSIONAL EMPLOYEES ASSOCIATION

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ARTICLE 1 – RECOGNITION

- 1.1 The City recognizes the Association as the exclusive representative for The Classified Professional Employees Bargaining Unit, as certified by the State of Minnesota Bureau of Mediation Services, dated November 5, 1985, Case No. 85-PR-775-A.

Employees shall be included in this certification in accordance with the Public Employment Labor Relations Act, Minnesota Statute CH.179A, as it may be amended from time to time.

- 1.2 The City also recognizes the Association as the exclusive representative for non-classified employees in the City Attorney’s Office, as certified by the State of Minnesota Bureau of Mediation Services, dated August 12, 1999, Case No. 99-PCL-464. These employees are not covered by the City’s Civil Service Rules. It is recognized that temporary employees in the City Attorney’s Office that are within the unit are covered by this Agreement if they work for more than 67 days per calendar year or are anticipated upon hire to be employed greater than 67 days, and meet the hours requirements of Minnesota Statute 179A.03, subd. 14. A temporary employee, for purposes of this contract, is a person employed to fill a position of a specific limited duration, not to exceed one year. Temporary employees shall not be eligible for vacation accrual, holiday pay, sick leave accrual, health or other insurance premium contributions by the Employer, except as are specifically provided for elsewhere in this Agreement.
- 1.3 The Union generally supports City goals, policies and practices intended to advance race and gender equity, reverse disparity trends and eliminate systemic racism to achieve fair, just and equitable opportunities for all people.

ARTICLE 2 – MAINTENANCE OF STANDARDS

- 2.1 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 (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.
- 2.2 Notwithstanding Article 2.1 above, Effective **January 1, 2023**, Civil Service Rules 6 and 7 in their entirety and Civil Service Rule 8.A.3 and Civil Service Rule 14 relating to promotions shall not apply to applicants and employees who transfer from Independent School District No. 625, effective January 1, 2010, and effective January 1, 2015, shall not apply to classifications represented by this bargaining unit.

ARTICLE 3 – NONDISCRIMINATION

- 3.1 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, religion, sex, age, sexual orientation, disability, national origin, or because of membership or non-membership in the Association.
- 3.2 Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.
- 3.3 Employees covered by this contract will be covered by the City policy regarding nondiscrimination and sexual harassment, as well as applicable local, state, and federal laws.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.1 The Association 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.
- 4.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, organizational structure and selection and direction and number of personnel.

ARTICLE 5 – CHECK OFF AND SERVICE FEE

- 5.1 The Employer shall deduct from the wages of employees who affirmatively authorize such a deduction in writing an amount necessary to cover monthly Union dues. The amount of the dues shall be determined by the Union. Upon receipt by the payroll department of an authorization form signed by the member involved, the City will deduct from the member's paycheck the amount of the Union dues during the period provided in and in accordance with said authorization. Such monies deducted shall be remitted in aggregate with an itemized statement each month as directed by the Union.

The Employer shall not deduct dues from the wages of employees covered by this Agreement for any other labor organization.

- 5.2 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.1 The normal hours of work for the employees shall be a minimum of seven and three-fourths ($7\frac{3}{4}$) hours in any twenty-four (24) hour period and thirty-eight and three-fourths ($38\frac{3}{4}$) hours in a seven (7) day period excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid. For employees on a shift basis this shall be construed to mean a minimum average of thirty-eight and three-fourths ($38\frac{3}{4}$) hours a week.

6.2 An employee working in a class title which is in Salary Grade 11 or below shall receive overtime compensation in accordance with the Fair Labor Standards Act (FLSA). The method of this compensation shall be determined solely by the Employer. It is understood that the FLSA provides overtime compensation only after forty (40) hours worked (not paid). Hours worked includes all approved paid rest/lunch breaks during the normal day on-duty.

An employee working in a class title which is in Grade 12 or above and who, in other than normal circumstances, works more than their assigned normal work day or assigned normal work period shall receive compensatory time or pay on a straight time basis for the extra hours worked. The method of compensation shall be determined solely by the Employer. Employees in Grade 12 or above may agree to work the following work days/periods:

- 6.2 (1) $7\frac{3}{4}$ -hour work day;
- 6.2 (2) $38\frac{3}{4}$ -hour work week;
- 6.2 (3) $77\frac{1}{2}$ -hour bi-weekly pay period.

Compensated, non-work hours such as approved sick leave, vacation or compensatory time shall not be considered in the determination of hours worked beyond an employee's specified work period; however, paid holiday time will be counted in the determination. If the number of hours worked is less than the totals in the employee's specified work period, non-working compensable time may be used to the extent they get the employee to the total number of hours in their category.

6.3 It is understood by the parties that Section 28H – Overtime Compensation of Resolution No. 3250 shall not apply to this unit.

6.4 Notwithstanding Article 6.1, employees may, through mutual agreement with the Employer, be assigned to a normal work day of up to nine and three-quarters ($9\frac{3}{4}$) consecutive hours in a twenty-four (24) hour period and a normal work week of thirty-nine (39) hours in a seven (7) day period, excluding a forty-five (45) minute lunch period, fifteen (15) minutes of which shall be paid. Employees working more than their assigned hours shall receive compensation in accordance with Article 6.2, above.

6.5 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

ARTICLE 6 – HOURS OF WORK AND OVERTIME (Continued)

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 12 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.

- 6.6 Article 6.5 shall not be subject to the provisions of Article 19 of this Agreement.
- 6.7 The Employer may provide flex-time for those employees who request it. Employees working more than their assigned hours shall receive compensation in accordance with Article 6.2.
- 6.8 The Association shall receive up to eight (8) hours straight time pay per day for time spent in contract negotiation with the Employer. The president of the Association or his/her designee shall determine the employees and hours to be paid according to the terms of this Article.
- 6.9 **Library Employee Night/Sunday Differential**
Any Library employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m. shall be paid a night differential of five percent (5.0%) for the hours worked between 6:00 p.m. and 6:00 a.m.
- Any Library employee who works on Sunday shall be paid a differential of five percent (5.0%) for all hours worked.
- 6.10 **Night Differential**
Any employee who works on a shift, beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., there shall be paid a night differential for the hours worked between the hours of 6:00 p.m. and 6:00 a.m.
- The night differential shall be six and a half percent (6.5%) of the base rate and shall be paid only for those night shift hours actually worked between the hours of 6:00 p.m. and 6:00 a.m.
- 6.11 On occasion, and for their own convenience, Association members have been allowed to work during evening hours. As it is the choice of these employees to work during evening hours, employees who request to work during the night differential time period without being required to do so will not receive night differential pay.

ARTICLE 7 – WAGES

- 7.1 Effective **March 1, 2023** (or closest pay period), all salary rates applicable to titles in this bargaining unit shall be increased by three and one-half percent (3.5%).
- Effective **January 1, 2024** (or closest pay period), all salary rates applicable to titles in this bargaining unit shall be increased by two and one-half percent (2.5%).
- Effective **January 1, 2025** (or closest pay period), all salary rates applicable to titles in this bargaining unit shall be increased by two and one-half percent (2.5%)

ARTICLE 7 – WAGES (Continued)

7.2 Effective **January 1, 2023** (or closest pay period), the wage schedules in Appendix A for all Grades shall be amended from the wage schedules previously in effect as follows:

Effective **January 1, 2023** (or closest pay period) Step 1 shall be deleted from all grades. No new employees will be hired into step 1. Immediately upon implementation of this contract, any existing employee at Step 1 will be moved to step 2. Their anniversary date will not move with this shift and to be eligible for increases in 2024 they will need to complete 2080 hours in paid status. Accordingly, all remaining steps will be renumbered. With the exception of Grades 12T, 20T, 22T and 24T, all Steps shall be annual steps. Employees shall be eligible for step progression in accordance with Section 7.2(b), below:

7.2(a) Effective **January 1, 2023** (or closest pay period) The top step in each grade shall be increased by 1%.

7.2(b) Effective **January 1, 2023** (or closest pay period), notwithstanding any provision of the City’s Salary Plan and Rates of Compensation to the contrary, an employee (other than an employee in job classifications compensated at Grades 12T, 20T, 22T and 24T) shall be eligible to progress to the next step on the wage schedule for their job classification upon completing 2080 hours in paid status in their current classification.

7.2(c) Effective **January 1, 2023** (or closest pay period), classifications compensated at Grades 12T, 20T, 22T and 24T shall be eligible to progress to the next step on the wage schedule for their job classification upon completing 1040 hours in paid status in their current classification.

7.3 Effective **January 1, 2024** (or closest pay period), employees who are in paid status shall be eligible to receive longevity incentive pay according to the following schedule in addition to other compensation payable under this agreement:

Completed Years of Service	Bi-weekly Amount
10 years	\$24
15 years	\$32
20 years	\$40

Longevity payments will align with employer’s regular wage payments pursuant to employer payroll practices. These longevity amounts will increase in 2025 and thereafter by the same percentage and on the same effective date as the across the board wage increases.

7.4 Effective **January 1, 2025** (or closest pay period), and continuing thereafter, the maximum compensation payable to employees shall be nine percent (9%) above the top step of the wage schedule for each Grade. An employee’s eligibility to be compensated above the top step and the amount of compensation payable to such eligible employees shall be determined in accordance with the Performance-Based Compensation Plan attached hereto as Appendix B.

ARTICLE 7 – WAGES (Continued)

- 7.5 The wage schedule, for purposes of this contract, shall be Appendix A, attached hereto. Both parties agree that the inclusion of the classifications and salary ranges in Appendix A does not preclude the Employer from the following:
1. Reorganizing
 2. Abolishing
 3. Establishing new classifications
 4. Regrading classifications
 5. Reclassifying positions
- 7.6 Retroactive wage adjustments shall only apply to employees who were employed by the City as of the date of signing this Agreement.
- 7.7 The language of this Article and Appendix A shall supersede any conflicting language found in the Civil Service Rules and/or Salary Plan and Rates of Compensation.

ARTICLE 8 – VACATION

- 8.1 The following schedule will apply to all employees.

<u>Years of Service</u>	<u>Vacation Granted Per</u>
Year one through year four	17 days
Year five through year seven	20 days
Year eight through year fifteen	24 days
Year sixteen through year nineteen	27 days
Year twenty and beyond	29 days

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

- 8.2 Employees shall have until at least December 31 to use any accrued vacation hours. The Department Director may permit an employee to carry over into the following calendar year up to fifteen (15) days' vacation.
- 8.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subdivision G.
- 8.4 If an employee has an accumulation of sick leave credits in excess of one hundred eighty (180) days, he/she may convert any part of such excess to vacation at the rate of one-half day of vacation for each day of sick leave credit. No employee may convert more than ten (10) days of sick leave in each calendar year under this provision.
- 8.5 Employees may request compensation in cash for up to one week of unused vacation within each calendar year. Payment will be at the discretion of the Department Director and additionally, limited by the availability of funds in the Department's Budget. 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

ARTICLE 8 – VACATION (Continued)

be in an amount equal to the number of hours sold times the employee's regular rate of pay in effect as of the date of such election. Article 8.5 shall not be subject to the provisions of Article 19 of this Agreement.

- 8.6 "Years of Service" may include, at discretion of the Department Director, an amount of time worked by an employee at any previous employer in a comparable, relevant professional position.
- 8.7 Application of additional years of service credit is not subject to Article 19 of this Agreement.

ARTICLE 9 – HOLIDAYS

- 9.1 **Holidays recognized and observed.** The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving*
Juneteenth Day	Christmas Day
Independence Day	

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

- 9.2 **Eligibility Requirements.** In order to be eligible for a holiday with pay, an employee must be employed as of the date of the holiday and have paid hours on the payroll for that pay period. The amount of holiday time earned shall be based upon the number of non-holiday hours paid to the employee during that pay period (see proration charts in Salary Plan and Rates of Compensation). For the purpose of this section only, non-holiday hours paid includes hours actually worked, vacation time, compensatory time, paid leave, and sick leave. It is further understood that neither temporary nor other employees, not heretofore eligible, shall receive holiday pay.
- 9.3 Employees required to work on a holiday shall be compensated in accordance with Section I, Subdivision H of the Saint Paul Salary Plan and Rates of Compensation.
- 9.4 * For all employees assigned to the Library, the Day after Thanksgiving shall be considered a normal work day, and Christmas Eve Day shall be recognized and observed as a paid minor holiday.

ARTICLE 10 – SICK LEAVE

- 10.1 Sick leave shall be earned and granted in accordance with the Civil Service Rules. The accrual rate for eligible employees shall be 0.0460 of a working hour for each full hour on the payroll (12 days per year), excluding overtime.
- 10.2 In the case of a serious illness or disability of an employee's child, parent, household member or individual covered under state statute, the Department Head shall grant leave with pay in order for the employee to care for or make arrangements for the care of such sick or disabled persons. Such paid leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to one hundred sixty (160) hours in any 12-month period measured by rolling backwards from the date leave is taken.
- 10.3(1) Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, shall be granted up to three (3) days of sick leave to attend the funeral of the employee's grandparent or grandchild. Any employee who has accumulated sick leave credits as provided above shall be granted leave with pay for such time as the appointing authority deems necessary for any of the following reasons:
1. Sickness or injury of the employee.
 2. 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.

Employees may be granted sick leave for such time as is actually necessary for the following:

1. Office visits to physicians, dentists, or other health care personnel.
2. In the case of sudden sickness or disability of a household member, up to four (4) hours for any one instance.

No employee shall be granted sick leave with pay for treatment of chemical dependence more than twice.

10.3(2) Bereavement Leave

Any employee shall be granted up to 2 days annually for funeral leave of an immediate family member (see definition below). Funeral leave is separate from sick and vacation time. Sick time would be used for any additional time requested, as the appointing authority deems necessary, for bereavement beyond the funeral leave if an employee has accumulated sick time.

Immediate Relative: An individual with any of the following relationships to the employee

1. Spouse and parents, thereof;
2. Children and spouses thereof;
3. Parents, and spouses, thereof;
4. Siblings and spouses, thereof;
5. Grandparents and grandchildren, and spouses thereof;

ARTICLE 10 – SICK LEAVE (Continued)

6. Domestic partners and parents thereof, including domestic partners of any individual in 1 through 5 of this definition; and
 7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- 10.4 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.
- 10.5 The Department Head or the Human Resources Director may require a physician's certificate or additional certificates at any time during an employee's use of sick leave for the purposes stated in 10.2 above. All such certificates shall be forwarded by the appointing officer to the Human Resources Office. If an employee is absent because of the provisions of Article 10.2 above for three (3) or fewer calendar days he/she shall submit to the Department Head a certificate signed by the employee stating the nature of the child, parent, or household member's sickness. If the sickness continues for more than three (3) calendar days, no further sick leave shall be granted unless or until a physician is consulted. The sick leave may be continued from and include the day of consultation, but only if a certificate signed by the physician certifying to the nature and period of the person's sickness is submitted and approved by the Department Head and forwarded to the Human Resources Office.
- 10.6 No sick leave shall be granted for the above reasons unless the employee reports to his/her Department Head the necessity for the absence not later than one-half hour after his/her regularly scheduled time to report for work, unless he/she can show to the satisfaction of the Department Head that the failure to report was excusable.
- 10.7 An employee shall be paid under the provisions of Article 10 only for the number of days or hours for which he/she would normally have been paid if he/she had not been on sick leave.

ARTICLE 11 – LEAVE OF ABSENCE

- 11.1 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 19 of this Agreement.

Paid Parental Leave: The City may provide up to eight (8) weeks (320 hours) 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

ARTICLE 11 – LEAVE OF ABSENCE (Continued)

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 be not considered Paid Parental Leave but will be Holiday leave.

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

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.

- 11.2 Leave of absence for the adoption of a child or for paternity leave shall be in accordance with applicable laws.
- 11.3 In case of an employee adoption of a child up to five (5) years of age, employees shall be permitted to carry over into the following fiscal year up to eighty (80) additional hours of accrued vacation time each year up to a total of two hundred forty (240) hours.

This Article 11.3 shall apply only to one City employee in the event that both adoptive parents are City employees.

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

ARTICLE 12 – INSURANCE

- 12.1 The insurance plans, premiums for coverages, and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. The Employer will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered

ARTICLE 12 – INSURANCE (Continued)

plans agree to accept any changes in benefits which a specific provider implements. The Employer's Cafeteria Plan Document and IRS rules and regulations shall govern the Employer provided health and welfare benefit program. Employer contributions under this Article shall not be considered salary.

- 12.2 For the purpose of this Article, **full-time employment** is defined as appearing on the payroll an average of at least thirty-two (32) hours per week for the twelve (12) month period preceding the annual open enrollment or special enrollments or the six (6) month period preceding initial enrollment.
- 12.3 Effective **January 2023**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

Choice Passport Plan:

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

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

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

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

Elect Plan/Vantage Plus ACO Plan:

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

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

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

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

ARTICLE 12 – INSURANCE (Continued)

Park Nicollet ACO Plan:

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

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

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

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

Passport Copay Plan:

Single: \$398.88 (Employee share: \$499.12/month)

Family: \$748.22 (Employee share: \$1,607.36/month)

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

Choice Passport Plan:

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

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

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

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

Elect Plan/Vantage Plus ACO:

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

ARTICLE 12 – INSURANCE (Continued)

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

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

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

Park Nicollet ACO Plan:

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

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

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

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

Passport Copay Plan:

Single: \$398.88 (Employee share: \$566.48/month)

Family: \$748.22 (Employee share: \$1,784.02/month)

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

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

Choice Passport Plan:

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

ARTICLE 12 – INSURANCE (Continued)

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

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

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

Elect Plan/Vantage Plus ACO Plan:

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

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

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

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

Park Nicollet ACO Plan:

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

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

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

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

Passport Copay Plan:

Single: \$398.88 (Employee share: \$648.54/month)

Family: \$748.22 (Employee share: \$1,999.26/month)

ARTICLE 12 – INSURANCE (Continued)

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

- 12.4 All benefits eligible employees (i.e. 40 hours per pay period or more) may participate in or waive participation in the City's health insurance program. Employees who waive participation shall be eligible for any employer contribution towards basic life insurance, and shall be eligible to participate in optional coverages at the employee's expense if the employee is benefit eligible.

For the purpose of this section, the employee's annual salary shall be based on the employee's salary as of the month prior to the annual open enrollment. The Employer will contribute, beginning in 2004, life insurance in an amount equal to \$50,000 for each benefit eligible employee.

- 12.5 For employees who, after fifteen (15) years of service become disabled and are eligible for a disability pension from a retirement fund to which the City of Saint Paul has contributed, the Employer shall contribute toward the hospital-medical insurance program offered by the Employer in accordance with the retiree insurance provisions of this Agreement.

- 12.6 Employees who retire must meet the following conditions at the time of retirement in order to be eligible for the Employer contributions, listed in Sections 12.7 through 12.18 below, toward a health insurance plan offered by the Employer:

- (1) Eligible to receive benefits from a Public Employee Retirement Act even if the retiree chooses to defer taking the pension at the time of retirement, and
- (2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct.
- (3) Employment with Independent School District No. 625 will not be counted toward the service requirement for employees hired after October 1, 1997, toward years of service for retiree health eligibility.
- (4) If an employee does not meet the years of service requirements in sections 12.7 through 12.15, but does satisfy the conditions in 12.6 (1), (2), and (3) he/she may purchase single or family health insurance coverage through the Employer's insurance program. The total cost of such insurance coverage shall be paid by the retiree.

- 12.7 The definition of full-time, three-quarter time, and half-time shall be as per Section 12.2.

Early Retirees

- 12.8 This Section applies to employees who:

- (1) Retire on or after January 1, 1996, and
- (2) Have completed twenty (20) years full-time with the City of Saint Paul, and
- (3) Were appointed prior to January 1, 1990, and
- (4) Have not attained age sixty-five (65) at retirement, and

ARTICLE 12 – INSURANCE (Continued)

- (5) Meet the terms set forth in Section 12.6 above, and
- (6) Select a health insurance plan offered by the Employer.

Until such employees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$350.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. In addition, the Employer will contribute the cost for \$5,000 life insurance coverage until the retiree attains the age of sixty-five (65).

When such early retiree attains age sixty-five (65), the provisions of Section 12.10 shall apply.

12.9 This Section shall apply to employees who:

- (1) Retire on or after January 1, 1996, and have completed twenty (20) years full-time with the City of Saint Paul, and
- (2) Were appointed on or after January 1, 1990, and
- (3) Have not attained age sixty-five (65) at retirement, and
- (4) Meet the conditions of Section 12.6 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 to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. In addition, the Employer will contribute the cost for \$5,000 life insurance until the retiree attains the age of sixty-five (65).

When such early retiree attains age sixty-five (65), the provisions of Section 12.13 shall apply.

Regular Retirees (Age 65 and over)

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

- (1) Retire on or after January 1, 1996, and
- (2) Were appointed prior to January 1, 1990, and
- (3) Have completed twenty (20) years full-time with the City of Saint Paul, and
- (4) Have attained age sixty-five (65) at retirement, and
- (5) Meet the conditions of Section 12.6 above, and
- (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$500.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.11 This Section shall apply to three-quarter time employees who:

- (1) Retire on or after January 1, 1996, and
- (2) Were appointed prior to January 1, 1990, and

ARTICLE 12 – INSURANCE (Continued)

- (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
- (4) Have attained age sixty-five (65) at retirement, and
- (5) Meet the conditions of Section 12.6 above, and
- (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$375.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.12 This Section shall apply to half-time employees who:

- (1) Retire on or after January 1, 1996, and
- (2) Were appointed prior to January 1, 1990, and
- (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
- (4) Have attained age sixty-five (65) at retirement, and
- (5) Meet the conditions of Section 12.6 above, and
- (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$250.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.13 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, 1990, and
- (3) Have completed twenty (20) years full-time with the City of Saint Paul, and
- (4) Have attained age sixty-five (65) at retirement, and
- (5) Meet the conditions of Section 12.6 above, and
- (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to 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. No life insurance coverage will be provided.

12.14 This Section shall apply to three-quarter time employees who:

- (1) Retire on or after January 1, 1996, and
- (2) Were appointed on or after January 1, 1990, and prior to January 1, 1996, and
- (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and

ARTICLE 12 – INSURANCE (Continued)

- (4) Have attained age sixty-five (65) at retirement, and
- (5) Meet the conditions of Section 12.6 above, and
- (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$225.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.15 This Section shall apply to half-time employees who:

- (1) Retire on or after January 1, 1996, and
- (2) Were appointed on or after January 1, 1990, and prior to January 1, 1996, and
- (3) Have completed twenty (20) years with the City of Saint Paul and must have been eligible for benefits and enrolled in the City's medical plan for the five (5) years prior to retirement, and
- (4) Have attained age sixty-five (65) at retirement, and
- (5) Meet the conditions of Section 12.6 above, and
- (6) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute up to a maximum of \$150.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree. No life insurance coverage will be provided.

12.16 In the event of reduction of hours of employment for budgetary reasons during the last twelve (12) months of employment, the eligibility will be determined by the previous forty-eight (48) months before the reduction.

12.17 Employees who have completed twenty (20) years of full-time service with the City of Saint Paul and reduce to part-time prior to retirement and who are eligible and enrolled in the City's medical plan continuously until retirement shall be eligible for full-time benefits at retirement.

12.18 A retiree's participation in the City's health insurance plan must be continuous. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation, such retiree will not be eligible for any future participation or for any Employer contribution.

ARTICLE 13 – SENIORITY

13.1 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 certified and 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 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.

ARTICLE 13 – SENIORITY (Continued)

- 13.2 Seniority shall terminate when an employee retires, resigns, or is discharged.
- 13.3 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 in Article 13.1 above. The Human Resources Department will identify such least senior employee in the title in which there is to be a lay-off in the Department reducing positions, and shall notify said employee of his/her reduction from the Department. If there are any vacancies in that title in any other City Department, the Human Resources Department shall place the affected employee in such vacancy. If two or more vacant positions are available, the Human Resources Department shall decide which vacant position the affected employee shall fill.

In cases where there are promotional series, including, but not limited to the following promotional series:

Business Analyst I, II, III, Senior Business Analyst;
Civil Engineer I, II, III;
Grants Assistant, Grant Specialist,
City Planner, Senior City Planner, Principal City Planner;
Project Manager, Senior Project Manager, Principal Project Manager;
Landscape Design Trainee, Landscape Design Apprentice, Landscape Architect,
Lead Landscape Architect;
Education Specialist, Education Coordinator;
Child Care Enrichment Instructor, Child Care Program Coordinator;

when the number of employees in the higher titles is to be reduced, employees 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.

If no vacancy exists in such title, then the least senior employee in the City in such title shall be identified, and if the employee affected by the original Departmental reduction is more senior, he/she shall have the right to claim that position and the least senior employee in the City, in that title, shall be laid off. For the purpose of this Article, the Independent School District No. 625 is not considered a City Department nor is an Independent School District No. 625 employee considered a City employee.

- 13.4 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff. It is understood that such employees will pick up their former seniority date in any class that they previously held and any unused sick leave.
- 13.5 To the extent possible, vacation period shall be assigned on the basis of seniority. It is understood, however, that vacation assignment shall be subject to the ability of the Employer to maintain operations.
- 13.6 In the event the Employer believes it is necessary to merge, contract out or sub-contract any public work performed by employees covered by this Agreement which may lead to layoff, the Employer will notify the Association no less than forty-five (45) calendar days in advance. During the forty-five (45) days, the Employer will meet with the Association

ARTICLE 13 – SENIORITY (Continued)

and discuss possible options to contracting out or ways and means to minimize the elimination of positions.

- 13.7 Effective **January 1, 2015**, classifications represented by this bargaining unit shall not be subject to promotion rights established by Civil Service Rules 8 and 14.

ARTICLE 14 – WORKING OUT OF CLASSIFICATION

- 14.1 Employer shall avoid, whenever possible, working an employee in 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 (16th) day of such assignment. For purposes 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.
- 14.2 **Job Studies/Evaluations (Job Profile).** Whenever possible, the Human Resources Department shall attempt to complete the evaluation within ninety (90) days of receipt of a petition. The evaluation will be considered received by the Human Resources Department when the appropriate supervisor has completed their required analysis and submits the evaluation to the Human Resources Department.

ARTICLE 15 – CITY MILEAGE

- 15.1 **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.
- 15.2 **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.
- 15.3 The City will provide parking at a location and manner of the Employer's choice within a reasonable distance of the work site for City employees on the above mentioned reimbursement plan who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his/her own personal car available.
- 15.4 **Rules and Regulations.** The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the

ARTICLE 15 – CITY MILEAGE (Continued)

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 16 – LICENSING/CERTIFICATION REQUIREMENTS

- 16.1 The City shall pay or reimburse the employee for all continuing education tuition costs that are required for any employee to maintain his or her license or registration as mandated in the employee's job description. The minimum qualifications will determine whether the professional license or registration is a mandatory job requirement.

ARTICLE 17 – SAFETY FOOTWEAR/UNIFORMS

- 17.1 For those employees required by the Employer to wear safety shoes or boots, the Employer agrees to contribute \$65.00 per calendar year toward the purchase of such shoes or boots, as an annual cash payment to be placed on the paycheck.
- 17.2 Fire Protection Engineers in the Department of Safety and Inspections who are required to wear a specified uniform shall be reimbursed for uniform items purchased up to \$1,306.00 for initial issue and \$602.00 per calendar year for maintenance.
- 17.3 Fire Department employees in the titles of Education Specialist, Education Coordinator, Public Education Officer – Fire, and Fire Protection Engineer, who are required to wear a specified uniform shall be provided an initial issue of \$1,306.00, to be placed on a debit card provided by the City's contracted vendor, to be used towards the purchase of the required uniform. On May 1 of each subsequent year, \$602.00 shall be placed on each eligible employee's debit card as a maintenance allowance for the employee's uniform inventory.
- 17.4 In the event the employer closes a facility due to non-weather-related health and safety concerns/imminent threat of danger, employees who are sent home will be paid for the remainder of their shift.

ARTICLE 18 – DISCIPLINE

- 18.1 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

ARTICLE 18 – DISCIPLINE (Continued)

The listing above of 18.1 (1) through 18.1 (5) does not indicate that such forms of discipline must be progressive and in such order for any one employee.

- 18.2 Suspensions, reductions, and discharges will be in written form.
- 18.3 Employees and the Association will receive copies of written reprimands and notices of suspension, reduction, and discharge.
- 18.4 Employees shall have the right to examine all information in their personnel files. Files may be examined at reasonable times under supervision of the Employer.
- 18.5 Discharges will be preceded by a five (5) working day preliminary suspension without pay. During said period, the employee and/or Association may request and shall be entitled to a meeting with the Employer representative who initiated the suspension with intent to discharge. During said five (5) working day period, the Employer may affirm, modify, or withdraw the suspension and discharge.
- 18.6 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that an Association representative be present.
- 18.7 Only Written Reprimands, Suspensions, Reductions, and Discharges shall be grievable under the terms of Article 19 - Grievance Procedure. After one (1) year of no discipline from the date of an Oral Reprimand, said Reprimand will not be used against the employee as part of any progressive discipline.

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.1 The Employer shall recognize stewards selected in accordance with the Association rules and regulations as the grievance representative of the Bargaining Unit. The Association shall notify the Employer, in writing, of the names of the stewards and of their successors, when so named.
- 19.2 It is recognized and accepted by the Employer and the Association 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.
- 19.3 **Definition of a 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

ARTICLE 19 – GRIEVANCE PROCEDURE (Continued)

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 Association'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 Veteran's Preference Act.

19.4 A grievance shall be resolved in conformance with the following procedures:

Step 1 Upon the occurrence of an alleged violation of this Agreement, the employee involved shall attempt, with or without the steward, 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, the Association may refer the grievance to Step 2 by sending a written grievance to the Employer designated representative and a copy to the Office of Labor Relations. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the specific sections of the Agreement alleged to be violated and the relief requested.

The Association shall refer the grievance to Step 2 within fourteen (14) work days of an alleged violation giving rise to such grievance, or the grievance shall be considered waived.

Step 2 The Employer designated representative shall, within seven (7) work days following receipt of the grievance, meet with the Association steward and attempt to resolve the grievance. The Association may refer the grievance to the Office of Labor Relations for Step 3 under the following conditions:

- a) Seven (7) work days have passed since the Employer received the written grievance and no meeting has occurred; or
- b) Seven (7) work days have passed since the meeting and the Employer has not responded; or
- c) The Employer has responded and the issue remains unresolved.

Any grievance not referred to Step 3 within fourteen (14) work days of the existence of any of the above three conditions shall be considered waived.

Step 3 A representative from the Office of Labor Relations shall, within seven (7) work days following receipt of a Step 3 grievance, meet with the Association's representative and the grievant and shall attempt to resolve the issue. The Association may request arbitration of the grievance to Step 4 if any of the above conditions (a, b, or c) exist following the referral of the grievance to Step 3. If within fourteen (14) work days of the occurrence of the above listed conditions (a, b, or c), the Association has failed to give written notice to the Office of Labor Relations of the Association's intent to refer the grievance to Step 4, the grievance shall be considered waived.

ARTICLE 19 – GRIEVANCE PROCEDURE (Continued)

Optional Mediation Step

1. If the grievance has not been satisfactorily resolved at Step 3, either the Association or the Employer may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment unless the parties mutually agree to lengthen the time limit.
2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation, with respect to their positions concerning resolution or offers of settlement, may be used or referred to during arbitration.

Step 4

If the grievance remains unresolved at Step 3, the parties may arbitrate the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within seven (7) work days after notice has been given. 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 seven (7) arbitrators.

Both the Employer and the Association shall have the right to strike three (3) names from the panel. The parties shall flip a coin to determine which party strikes the first name. The process of striking names will be repeated and the remaining person shall be the arbitrator.

ARTICLE 19 – GRIEVANCE PROCEDURE (Continued)

At any time prior to the opening of an arbitration hearing, the parties may mutually agree to utilize the assistance of the Bureau of Mediation Services to attempt to mediate a resolution of the dispute.

- 19.5 The time limits established in each step of the procedure may be extended by mutual agreement of the Employer and the Association.
- 19.6 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted. 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 is 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 Association, and the employees.

- 19.7 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.

ARTICLE 20 – LEGAL SERVICES

- 20.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless, and indemnify an employee and/or his/her estate, against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the employee's duties.
- 20.2 Notwithstanding Article 20.1, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the Plaintiff.

ARTICLE 21 – NO STRIKE, NO LOCKOUT

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

ARTICLE 22 – SEVERANCE PAY

22.1 The Employer shall provide the severance pay plan as set forth in this Article.

Eligibility Requirements

22.2 To be eligible for the severance pay plan, an employee must be voluntarily separated from City employment or have been subject to separation by lay-off and have exhausted his/her reinstatement rights, or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the severance pay plan.

22.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above in 22.1 and 22.2, he/she will be granted severance pay in an amount equal to a maximum as shown below based on the number of sick leave credits accumulated and minimum years of service:

with 10 years of service and accrued hours of sick leave of:	severance pay amount:
600	\$6,000
700	\$7,000
800	\$8,000
900	\$9,000
1,000	\$10,000
1,100	\$11,000
1,200	\$12,000
1,300	\$13,000
1,400	\$14,000
1,500	\$15,000
1,600	\$16,000
1,700	\$17,000

22.4 For the purpose of this severance program, an employee who voluntarily separates from employment with the City of Saint Paul for employment with Independent School District No. 625 shall be eligible for severance pay if the employee meets the eligibility requirements set forth above.

22.5 For the purpose of this Article, for those employees hired by the City before October 1, 1997, employment in either the City or in the Independent School District No. 625 may be used in meeting the years of service requirement in Article 22.3. Employees hired by the City on or after October 1, 1997, may not use employment in the Independent School District No. 625 in meeting the years of service requirement in Article 22.3.

ARTICLE 22 – SEVERANCE PAY (Continued)

- 22.6 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 16303 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.
- 22.7 For the purpose of this severance pay plan, the death of an employee shall be considered as separation of employment and if the employee would have met all of the requirements set forth above (at the time of his/her death), payment of the severance pay shall be made to the employee's spouse or estate.
- 22.8 For any employee who is eligible to receive severance from the City under this Article, the City will contribute 105% of the full amount of their severance payment to a Post Employment Health Plan (PEHP).
- 22.9 Effective **January 1, 2022**, employees who intend to voluntarily leave City employment must provide two weeks' notice of their intent to leave employment to be eligible for severance under this Article.

ARTICLE 23 – SAVINGS CLAUSE

- 23.1 This Agreement is subject to the laws of the United States and the State of Minnesota. In the event any provisions of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 24 – DEFERRED COMPENSATION

- 24.1 Employees with at least one (1) year of service will be eligible for a \$600 per year Deferred Compensation match by the Employer subject to the criteria listed below. Effective **January 1, 2023** this amount will be increased to \$700 per year. Effective **January 1, 2024** this amount will be increased to \$800 per year. Effective **January 1, 2025** this amount will be increased to \$900 per year.
- 24.2 Eligibility and Implementation:
- (1) Employees may begin contributing to Deferred Compensation at the time they begin employment within the City.
 - (2) For initial Employer match, employees must have been employed by the City for 12 consecutive months.
 - (3) Employees must be on the payroll as of the date of deferred compensation match, After the twelve (12) consecutive month requirement above is completed, the employer match will be made on a dollar-for-dollar match up to the amount allowed in Article 24.1 above.

ARTICLE 24 – DEFERRED COMPENSATION (Continued)

- (4) If an employee takes a leave of absence to serve as a full-time union official, time served in such capacity, up to six (6) years, will be counted toward the years of service requirement.

ARTICLE 25 – DURATION AND EFFECTIVE DATE

- 25.1 Except as herein provided, this Agreement shall be effective as of January 1, 2023, and shall continue in full force and effect through December 31, 2025, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act, Minnesota Statute CH. 179A, as it may be amended from time to time.
- 25.2 This constitutes a tentative agreement between the parties which will be recommended by the Labor Relations Manager but is subject to the approval of the Administration of the City, the City Council, and is also subject to ratification by the Association.


WITNESSES:

CITY OF SAINT PAUL


Toni Newborn
Human Resources Director

6/9/23
Date

PROFESSIONAL EMPLOYEES ASSOCIATION


Joseph Musolf
President

6/6/23
Date


Mike Wilde
Legal Counsel

6/8/23
Date

APPENDIX A

GRADE 001

920310 CHILD CARE ENRICHMENT INSTRUCT

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	22.94	24.04	25.25	26.57	27.82	28.69	30.20	0.00
02/25/2023	23.74	24.88	26.13	27.50	28.79	29.69	31.26	0.00
12/30/2023	24.33	25.50	26.78	28.19	29.51	30.43	32.04	0.00
01/01/2025	24.94	26.14	27.45	28.89	30.25	31.19	32.84	35.80

GRADE 002

410000 DESIGN ASSOCIATE/CIVIL ENGINEER TRAINEE

400100 LANDSCAPE DESIGN TRAINEE

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	23.61	24.77	26.04	27.32	28.69	29.57	31.13	0.00
02/25/2023	24.44	25.64	26.95	28.28	29.69	30.60	32.22	0.00
12/30/2023	25.05	26.28	27.62	28.99	30.43	31.37	33.03	0.00
01/01/2025	25.68	26.94	28.31	29.71	31.19	32.15	33.86	36.91

GRADE 003

920320 CHILD CARE PROGRAM COORDINATOR

900010 EDUCATION SPECIALIST

150001 LAW CLERK

150110 LEGAL ASSISTANT I

950110 *LIBRARY SPECIALIST

150310 VICTIM WITNESS ASSISTANT (U)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	24.30	25.55	26.78	28.18	29.57	30.45	32.02	0.00
02/25/2023	25.15	26.44	27.72	29.17	30.60	31.52	33.14	0.00
12/30/2023	25.78	27.10	28.41	29.90	31.37	32.31	33.97	0.00
01/01/2025	26.42	27.78	29.12	30.65	32.15	33.12	34.82	37.95

APPENDIX A (Continued)

GRADE 004

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	25.04	26.26	27.62	29.02	30.45	31.32	33.01	0.00
02/25/2023	25.92	27.18	28.59	30.04	31.52	32.42	34.17	0.00
12/30/2023	26.57	27.86	29.30	30.79	32.31	33.23	35.02	0.00
01/01/2025	27.23	28.56	30.03	31.56	33.12	34.06	35.90	39.13

GRADE 005

340010 BUYER I
 900011 EDUCATION COORDINATOR
 110010 MANAGEMENT ASSISTANT I
 110101 VOLUNTEER COORDINATOR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	25.78	27.11	28.45	29.87	31.32	32.26	33.94	0.00
02/25/2023	26.68	28.06	29.45	30.92	32.42	33.39	35.13	0.00
12/30/2023	27.35	28.76	30.19	31.69	33.23	34.22	36.01	0.00
01/01/2025	28.03	29.48	30.94	32.48	34.06	35.08	36.91	40.23

GRADE 006

210110 GRAPHIC ARTIST I

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	26.59	27.91	29.33	30.77	32.26	33.28	34.95	0.00
02/25/2023	27.52	28.89	30.36	31.85	33.39	34.44	36.17	0.00
12/30/2023	28.21	29.61	31.12	32.65	34.22	35.30	37.07	0.00
01/01/2025	28.92	30.35	31.90	33.47	35.08	36.18	38.00	41.42

APPENDIX A (Continued)

GRADE 007

300110 ACCOUNTANT I
 120110 HUMAN RESOURCES CONSULTANT I
 950201 LIBRARY VOLUNTEER COORDINATOR
 160010 PUBLIC INFORMATION SPECIALIST I
 160110 RESEARCH ANALYST I

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	27.40	28.71	30.19	31.72	33.28	34.27	36.02	0.00
02/25/2023	28.36	29.71	31.25	32.83	34.44	35.47	37.28	0.00
12/30/2023	29.07	30.45	32.03	33.65	35.30	36.36	38.21	0.00
01/01/2025	29.80	31.21	32.83	34.49	36.18	37.27	39.17	42.70

GRADE 008

130110 BUSINESS ASSISTANCE SPECIALIST
 130111 COMPLIANCE SPECIALIST
 400020 DESIGN ASSOCIATE I
 130310 LABOR STANDARDS INVESTIGATOR I
 950040 LIBRARIAN I
 900101 PROJECT MANAGER PARKS & REC
 700510 RECYCLING PROGRAMS SPECIALIST
 850112 VIDEO PRODUCTION SPECIALIST

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	28.22	29.62	31.05	32.65	34.27	35.30	37.09	0.00
02/25/2023	29.21	30.66	32.14	33.79	35.47	36.54	38.39	0.00
12/30/2023	29.94	31.43	32.94	34.63	36.36	37.45	39.35	0.00
01/01/2025	30.69	32.22	33.76	35.50	37.27	38.39	40.33	43.96

APPENDIX A (Continued)

GRADE 009

- 320040 BUSINESS ANALYST I
- 340011 BUYER II
- 520010 CRIMINALIST I
- 520110 FORENSIC SCIENTIST I
- 310010 GRANTS ASSISTANT
- 210111 GRAPHIC ARTIST II
- 400110 LANDSCAPE DESIGN APPRENTICE
- 150111 LEGAL ASSISTANT II
- 950701 LIBRARY COMMUNITY SERVICES COORD
- 110011 MANAGEMENT ASSISTANT II
- 150311 VICTIM WITNESS COORDINATOR
- 530030 WATER QUALITY SPECIALIST I

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	29.04	30.47	32.02	33.62	35.30	36.33	38.19	0.00
02/25/2023	30.06	31.54	33.14	34.80	36.54	37.60	39.53	0.00
12/30/2023	30.81	32.33	33.97	35.67	37.45	38.54	40.52	0.00
01/01/2025	31.58	33.14	34.82	36.56	38.39	39.50	41.53	45.27

GRADE 010

- 720020 CITY PLANNER
- 510010 HEALTH & FITNESS SPECIALIST
- 720040 HISTORIC PRESERVATION PLANNER
- 950301 LIBRARY TRAINING & ORG DEV COORD
- 113B NUTRITIONIST I - COMMUNITY EDUCATION (Inactivated 1/4/2007)
- 360020 PROJECT MANAGER
- 160111 RESEARCH ANALYST II
- 800210 URBAN FORESTER

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	29.87	31.37	32.96	34.60	36.33	37.43	39.34	0.00
02/25/2023	30.92	32.47	34.11	35.81	37.60	38.74	40.72	0.00
12/30/2023	31.69	33.28	34.96	36.71	38.54	39.71	41.74	0.00
01/01/2025	32.48	34.11	35.83	37.63	39.50	40.70	42.78	46.63

APPENDIX A (Continued)

GRADE 011

300111	ACCOUNTANT II
410010	CIVIL ENGINEER I
410110	CIVIL ENGINEER I – SPRWS
160060	COMMUNITY ENGAGEMENT SPECIALIST
630401	CRIME PREVENTION COORDINATOR
600010	EMERGENCY MANAGEMENT SPECIALIST
700210	ENVIRONMENTAL HEALTH SPECIALIST I (Inactivated 08/06/2016)
120111	HUMAN RESOURCES CONSULTANT II
800020	NATURAL RESOURCES COORDINATOR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	30.81	32.34	33.96	35.67	37.43	38.46	40.53	0.00
02/25/2023	31.89	33.47	35.15	36.92	38.74	39.81	41.95	0.00
12/30/2023	32.69	34.31	36.03	37.84	39.71	40.81	43.00	0.00
01/01/2025	33.51	35.17	36.93	38.79	40.70	41.83	44.08	48.05

GRADE 012

130022	ACCESSIBILITY COORDINATOR
130040	HUMAN RIGHTS INVESTIGATOR
130020	HUMAN RIGHTS SPECIALIST
130112	COMPLIANCE COORDINATOR
130021	HUMAN RIGHTS SPECIALIST – BILINGUAL
130311	LABOR STANDARDS INVESTIGATOR II
383	RECREATION DIRECTOR II (Inactivated 4/5/2014)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	31.74	33.30	34.97	36.72	38.55	39.75	41.73	0.00
02/25/2023	32.85	34.47	36.19	38.01	39.90	41.14	43.19	0.00
12/30/2023	33.67	35.33	37.09	38.96	40.90	42.17	44.27	0.00
01/01/2025	34.51	36.21	38.02	39.93	41.92	43.22	45.38	49.46

APPENDIX A (Continued)

GRADE 12T

140410 IS SYSTEMS CONSULTANT I

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
01/01/2023	31.74	32.51	33.30	34.14	34.97	36.26	37.50	38.43	
02/25/2023	32.85	33.65	34.47	35.33	36.19	37.53	38.81	39.78	
12/30/2023	33.67	34.49	35.33	36.21	37.09	38.47	39.78	40.77	
01/01/2025	34.51	35.35	36.21	37.12	38.02	39.43	40.77	41.79	
	(9)	(10)	(11)	(12)	(13)	(14)	(15)		Perf Zone Max
01/01/2023	39.38	40.36	41.34	42.38	43.41	44.68	46.90	0.00	
02/25/2023	40.76	41.77	42.79	43.86	44.93	46.24	48.54	0.00	
12/30/2023	41.78	42.81	43.86	44.96	46.05	47.40	49.75	0.00	
01/01/2025	42.82	43.88	44.96	46.08	47.20	48.59	50.99	55.58	

GRADE 013

- 320041 BUSINESS ANALYST II
- 340012 BUYER III
- 400021 DESIGN ASSOCIATE II
- 150312 LEAD VICTIM WITNESS COORDINATOR (U)
- 150112 LEGAL ASSISTANT III
- 110012 MANAGEMENT ASSISTANT III
- 850120 MEDIA SERVICES COORDINATOR
- 821 NUTRITIONIST II (Inactivated 1/4/2007)
- 974 OCCUPATIONAL SAFETY & HLTH ANALYST (Inactivated 03/05/2007)
- 130401 POLICE-CIVILIAN INTERNAL AFFAIRS REVIEW
COMMISSION (PCIARC) COORDINATOR
- 160011 PUBLIC INFORMATION SPECIALIST II
- 510110 SAFETY OFFICER
- 909 SENIOR EMPLOYMENT & TRAINING PLNR (Inactivated 03/05/2007)
- 530031 WATER QUALITY SPECIALIST II

	(1)	(2)	(3)	(4)	(5)	(6)	(7)		Perf Zone Max
01/01/2023	32.70	34.33	35.99	37.82	39.75	40.91	42.91	0.00	
02/25/2023	33.84	35.53	37.25	39.14	41.14	42.34	44.41	0.00	
12/30/2023	34.69	36.42	38.18	40.12	42.17	43.40	45.52	0.00	
01/01/2025	35.56	37.33	39.13	41.12	43.22	44.49	46.66	50.86	

APPENDIX A (Continued)

GRADE 014

- 950410 DIGITAL SERVICES COORDINATOR
- 140520 GIS ANALYST
- 310011 GRANTS SPECIALIST
- 720041 HISTORIC PRESERVATION SR PLANNER
- 950041 LIBRARIAN II
- 160112 RESEARCH ANALYST III
- 720021 SENIOR CITY PLANNER
- 950601 YOUTH SERVICES COORDINATOR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	33.64	35.32	37.13	38.94	40.91	42.11	44.24	0.00
02/25/2023	34.82	36.56	38.43	40.30	42.34	43.58	45.79	0.00
12/30/2023	35.69	37.47	39.39	41.31	43.40	44.67	46.93	0.00
01/01/2025	36.58	38.41	40.37	42.34	44.49	45.79	48.10	52.43

GRADE 015

- 300112 ACCOUNTANT III
- 410011 CIVIL ENGINEER II
- 410111 CIVIL ENGINEER II - SPRWS
- 520011 CRIMINALIST II
- 700211 ENVIRONMENTAL HEALTH SPECIALIST II
- 623A FLEET SERVICES COORDINATOR (Inactivated 1/9/2007)
- 229B HEALTH EDUCATION-ADMIN ASST (Inactivated 1/4/2007)
- 310101 HISTORIC PRESERVATION SPECIALIST~S~
- 120112 HUMAN RESOURCES CONSULTANT III
- 160040 INTELLIGENCE ANALYST – OPERATIONS
- 373B INTERIOR DESIGNER (Inactivated 6/2/2011)
- 400111 LANDSCAPE ARCHITECT

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	34.66	36.37	38.21	40.11	42.11	43.41	45.58	0.00
02/25/2023	35.87	37.64	39.55	41.51	43.58	44.93	47.18	0.00
12/30/2023	36.77	38.58	40.54	42.55	44.67	46.05	48.36	0.00
01/01/2025	37.69	39.54	41.55	43.61	45.79	47.20	49.57	54.03

APPENDIX A (Continued)

GRADE 016

110701 ADMINISTRATIVE ASSISTANT (U)
 130201 ADMIN ASST DEPT OF HREEO
 900301 ARTS & GARDENING PROGRAM COORD
 320042 BUSINESS ANALYST III
 340013 BUYER IV
 520111 FORENSIC SCIENTIST II
 540210 *HEALTH EDUCATOR II
 130041 HUMAN RIGHTS INVESTIGATOR II
 130312 LABOR STANDARDS INVESTIGATOR III
 204A MANAGEMENT ANALYST (Inactivated 12/19/2006)
 110013 MANAGEMENT ASSISTANT IV
 510020 PHYSICAL FITNESS COORDINATOR
 110601 PROGRAM COORDINATOR
 130113 SENIOR COMPLIANCE COORDINATOR
 360021 SENIOR PROJECT MANAGER

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	35.69	37.50	39.38	41.34	43.41	44.68	46.90	0.00
02/25/2023	36.94	38.81	40.76	42.79	44.93	46.24	48.54	0.00
12/30/2023	37.86	39.78	41.78	43.86	46.05	47.40	49.75	0.00
01/01/2025	38.81	40.77	42.82	44.96	47.20	48.59	50.99	55.58

GRADE 017

110501 ADMIN/LEGISLATIVE ASST-PED
 600020 EMERGENCY MANAGEMENT COORD
 517A PHYSICIAN ASSISTANT (Inactivated 1/4/2007)
 620001 PUBLIC EDUCATION OFFICER - FIRE

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	36.79	38.59	40.51	42.55	44.68	46.06	48.36	0.00
02/25/2023	38.08	39.94	41.93	44.04	46.24	47.67	50.05	0.00
12/30/2023	39.03	40.94	42.98	45.14	47.40	48.86	51.30	0.00
01/01/2025	40.01	41.96	44.05	46.27	48.59	50.08	52.58	57.31

APPENDIX A (Continued)

GRADE 018

- 400230 CONSTRUCTION COORDINATOR
- 700212 ENVIRONMENTAL HEALTH SPEC III (Inactivated 08/06/2016)
- 510030 HEALTH AND WELLNESS COORDINATOR
- 111901 PARKING MANAGER
- 320043 SENIOR BUSINESS ANALYST
- 530032 WATER QUALITY SPECIALIST III

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	37.87	39.79	41.75	43.88	46.06	47.47	49.74	0.00
02/25/2023	39.20	41.18	43.21	45.42	47.67	49.13	51.48	0.00
12/30/2023	40.18	42.21	44.29	46.56	48.86	50.36	52.77	0.00
01/01/2025	41.18	43.27	45.40	47.72	50.08	51.62	54.09	58.96

GRADE 019

- 700301 ENERGY COORDINATOR
- 160041 INTELLIGENCE ANALYST – STRATEGIC
- 530301 WATER RESOURCE COORDINATOR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	38.98	40.96	43.01	45.16	47.47	48.80	51.24	0.00
02/25/2023	40.34	42.39	44.52	46.74	49.13	50.51	53.03	0.00
12/30/2023	41.35	43.45	45.63	47.91	50.36	51.77	54.36	0.00
01/01/2025	42.38	44.54	46.77	49.11	51.62	53.06	55.72	60.73

APPENDIX A (Continued)

GRADE 020

400030 ARCHITECT
 410012 CIVIL ENGINEER III
 410112 CIVIL ENGINEER III - SPRWS
 117A ECONOMIC PLANNER (Inactivated 4/16/2007)
 740020 FIRE PROTECTION ENGINEER
 310020 GRANTS MANAGER (Inactivated 01/29/2022)
 540220 *HEALTH INFORMATION ADMINISTRATOR
 400112 LEAD LANDSCAPE ARCHITECT
 720022 PRINCIPAL CITY PLANNER
 160113 RESEARCH ANALYST IV
 410201 STRUCTURAL ENGINEER

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	40.19	42.20	44.31	46.53	48.84	50.29	52.77	0.00
02/25/2023	41.60	43.68	45.86	48.16	50.55	52.05	54.62	0.00
12/30/2023	42.64	44.77	47.01	49.36	51.81	53.35	55.99	0.00
01/01/2025	43.71	45.89	48.19	50.59	53.11	54.68	57.39	62.56

GRADE 20T

140411 IS SYSTEMS CONSULTANT II

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01/01/2023	40.19	41.21	42.20	43.26	44.31	45.42	46.53	47.68
02/25/2023	41.60	42.65	43.68	44.77	45.86	47.01	48.16	49.35
12/30/2023	42.64	43.72	44.77	45.89	47.01	48.19	49.36	50.58
01/01/2025	43.71	44.81	45.89	47.04	48.19	49.39	50.59	51.84

	(9)	(10)	(11)	Perf Zone Max
01/01/2023	48.84	50.29	52.77	0.00
02/25/2023	50.55	52.05	54.62	0.00
12/30/2023	51.81	53.35	55.99	0.00
01/01/2025	53.11	54.68	57.39	62.56

GRADE 021

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	41.38	43.45	45.64	47.96	50.29	51.80	54.35	0.00
02/25/2023	42.83	44.97	47.24	49.64	52.05	53.61	56.25	0.00
12/30/2023	43.90	46.09	48.42	50.88	53.35	54.95	57.66	0.00
01/01/2025	45.00	47.24	49.63	52.15	54.68	56.32	59.10	64.42

APPENDIX A (Continued)

GRADE 022

140501 GIS SYSTEMS DEVELOPER
 360022 PRINCIPAL PROJECT MANAGER
 110901 PROJECT MANAGER IV- PUBLIC WKS

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	42.61	44.76	47.02	49.36	51.80	53.37	55.95	0.00
02/25/2023	44.10	46.33	48.67	51.09	53.61	55.24	57.91	0.00
12/30/2023	45.20	47.49	49.89	52.37	54.95	56.62	59.36	0.00
01/01/2025	46.33	48.68	51.14	53.68	56.32	58.04	60.84	66.32

GRADE 22T

140114 IS INFO/TECH ANALYST V
 140412 IS SYSTEMS CONSULTANT III

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01/01/2023	42.61	44.12	44.76	45.88	46.99	48.18	49.36	50.59
02/25/2023	44.10	45.66	46.33	47.49	48.63	49.87	51.09	52.36
12/30/2023	45.20	46.80	47.49	48.68	49.85	51.12	52.37	53.67
01/01/2025	46.33	47.97	48.68	49.90	51.10	52.40	53.68	55.01

	(9)	(10)	(11)	Perf Zone Max
01/01/2023	51.80	53.37	55.95	0.00
02/25/2023	53.61	55.24	57.91	0.00
12/30/2023	54.95	56.62	59.36	0.00
01/01/2025	56.32	58.04	60.84	66.32

GRADE 023

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	43.95	46.12	48.38	50.85	53.37	54.99	57.64	0.00
02/25/2023	45.49	47.73	50.07	52.63	55.24	56.91	59.66	0.00
12/30/2023	46.63	48.92	51.32	53.95	56.62	58.33	61.15	0.00
01/01/2025	47.80	50.14	52.60	55.30	58.04	59.79	62.68	68.32

APPENDIX A (Continued)

GRADE 024

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	45.21	47.51	49.86	52.34	54.99	56.61	59.32	0.00
02/25/2023	46.79	49.17	51.61	54.17	56.91	58.59	61.40	0.00
12/30/2023	47.96	50.40	52.90	55.52	58.33	60.05	62.94	0.00
01/01/2025	49.16	51.66	54.22	56.91	59.79	61.55	64.51	70.32

GRADE 24T

140115 IS INFO/TECH ANALYST VI

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01/01/2023	45.21	46.36	47.51	48.67	49.86	51.09	52.34	53.69
02/25/2023	46.79	47.98	49.17	50.37	51.61	52.88	54.17	55.57
12/30/2023	47.96	49.18	50.40	51.63	52.90	54.20	55.52	56.96
01/01/2025	49.16	50.41	51.66	52.92	54.22	55.56	56.91	58.38

	(9)	(10)	(11)	Perf Zone Max
01/01/2023	54.99	56.61	59.32	0.00
02/25/2023	56.91	58.59	61.40	0.00
12/30/2023	58.33	60.05	62.94	0.00
01/01/2025	59.79	61.55	64.51	70.32

GRADE 025

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	46.59	48.90	51.34	53.91	56.61	58.33	61.11	0.00
02/25/2023	48.22	50.61	53.14	55.80	58.59	60.37	63.25	0.00
12/30/2023	49.43	51.88	54.47	57.20	60.05	61.88	64.83	0.00
01/01/2025	50.67	53.18	55.83	58.63	61.55	63.43	66.45	72.43

GRADE 026

360301 BUSINESS OUTREACH COORDINATOR

320210 DEBT ADMINISTRATOR

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	48.02	50.33	52.92	55.55	58.33	60.07	62.91	0.00
02/25/2023	49.70	52.09	54.77	57.49	60.37	62.17	65.11	0.00
12/30/2023	50.94	53.39	56.14	58.93	61.88	63.72	66.74	0.00
01/01/2025	52.21	54.72	57.54	60.40	63.43	65.31	68.41	74.57

APPENDIX A (Continued)

GRADE 027

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	49.42	51.88	54.47	57.20	60.07	61.86	64.81	0.00
02/25/2023	51.15	53.70	56.38	59.20	62.17	64.03	67.08	0.00
12/30/2023	52.43	55.04	57.79	60.68	63.72	65.63	68.76	0.00
01/01/2025	53.74	56.42	59.23	62.20	65.31	67.27	70.48	76.82

GRADE 028

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	50.90	53.45	56.15	58.89	61.86	63.74	66.76	0.00
02/25/2023	52.68	55.32	58.12	60.95	64.03	65.97	69.10	0.00
12/30/2023	54.00	56.70	59.57	62.47	65.63	67.62	70.83	0.00
01/01/2025	55.35	58.12	61.06	64.03	67.27	69.31	72.60	79.13

GRADE 029

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	52.44	55.04	57.78	60.70	63.74	65.63	68.75	0.00
02/25/2023	54.28	56.97	59.80	62.82	65.97	67.93	71.16	0.00
12/30/2023	55.64	58.39	61.30	64.39	67.62	69.63	72.94	0.00
01/01/2025	57.03	59.85	62.83	66.00	69.31	71.37	74.76	81.49

GRADE 030

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	54.02	56.70	59.51	62.53	65.63	67.55	70.83	0.00
02/25/2023	55.91	58.68	61.59	64.72	67.93	69.91	73.31	0.00
12/30/2023	57.31	60.15	63.13	66.34	69.63	71.66	75.14	0.00
01/01/2025	58.74	61.65	64.71	68.00	71.37	73.45	77.02	83.95

GRADE 031

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	55.64	58.41	61.34	64.37	67.59	69.63	72.91	0.00
02/25/2023	57.59	60.45	63.49	66.62	69.96	72.07	75.46	0.00
12/30/2023	59.03	61.96	65.08	68.29	71.71	73.87	77.35	0.00
01/01/2025	60.51	63.51	66.71	70.00	73.50	75.72	79.28	86.42

APPENDIX A (Continued)**GRADE 032**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	57.27	60.19	63.16	66.33	69.63	71.72	75.06	0.00
02/25/2023	59.27	62.30	65.37	68.65	72.07	74.23	77.69	0.00
12/30/2023	60.75	63.86	67.00	70.37	73.87	76.09	79.63	0.00
01/01/2025	62.27	65.46	68.68	72.13	75.72	77.99	81.62	88.97

GRADE 033

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	58.97	61.97	65.06	68.34	71.72	73.88	77.34	0.00
02/25/2023	61.03	64.14	67.34	70.73	74.23	76.47	80.05	0.00
12/30/2023	62.56	65.74	69.02	72.50	76.09	78.38	82.05	0.00
01/01/2025	64.12	67.38	70.75	74.31	77.99	80.34	84.10	91.67

GRADE 034

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	60.76	63.85	67.04	70.37	73.88	76.07	79.69	0.00
02/25/2023	62.89	66.08	69.39	72.83	76.47	78.73	82.48	0.00
12/30/2023	64.46	67.73	71.12	74.65	78.38	80.70	84.54	0.00
01/01/2025	66.07	69.42	72.90	76.52	80.34	82.72	86.65	94.45

GRADE 035

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	62.61	65.78	69.02	72.45	76.07	78.41	82.03	0.00
02/25/2023	64.80	68.08	71.44	74.99	78.73	81.15	84.90	0.00
12/30/2023	66.42	69.78	73.23	76.86	80.70	83.18	87.02	0.00
01/01/2025	68.08	71.52	75.06	78.78	82.72	85.26	89.20	97.23

APPENDIX A (Continued)

GRADE 036

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	64.46	67.69	71.10	74.67	78.39	80.73	84.48	0.00
02/25/2023	66.72	70.06	73.59	77.28	81.13	83.56	87.44	0.00
12/30/2023	68.39	71.81	75.43	79.21	83.16	85.65	89.63	0.00
01/01/2025	70.10	73.61	77.32	81.19	85.24	87.79	91.87	100.14

GRADE 037

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	66.41	69.71	73.19	76.88	80.73	83.13	87.00	0.00
02/25/2023	68.73	72.15	75.75	79.57	83.56	86.04	90.05	0.00
12/30/2023	70.45	73.95	77.64	81.56	85.65	88.19	92.30	0.00
01/01/2025	72.21	75.80	79.58	83.60	87.79	90.39	94.61	103.12

GRADE 038

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	68.41	71.83	75.42	79.19	83.13	85.67	89.59	0.00
02/25/2023	70.80	74.34	78.06	81.96	86.04	88.67	92.73	0.00
12/30/2023	72.57	76.20	80.01	84.01	88.19	90.89	95.05	0.00
01/01/2025	74.38	78.11	82.01	86.11	90.39	93.16	97.43	106.20

GRADE 039

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	70.45	73.98	77.68	81.60	85.67	88.18	92.28	0.00
02/25/2023	72.92	76.57	80.40	84.46	88.67	91.27	95.51	0.00
12/30/2023	74.74	78.48	82.41	86.57	90.89	93.55	97.90	0.00
01/01/2025	76.61	80.44	84.47	88.73	93.16	95.89	100.35	109.38

GRADE 040

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	72.59	76.22	80.03	83.97	88.22	91.02	95.06	0.00
02/25/2023	75.13	78.89	82.83	86.91	91.31	94.21	98.39	0.00
12/30/2023	77.01	80.86	84.90	89.08	93.59	96.57	100.85	0.00
01/01/2025	78.94	82.88	87.02	91.31	95.93	98.98	103.37	112.67

APPENDIX A (Continued)

GRADE 041

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	74.74	78.49	82.41	86.52	90.84	93.73	97.87	0.00
02/25/2023	77.36	81.24	85.29	89.55	94.02	97.01	101.30	0.00
12/30/2023	79.29	83.27	87.42	91.79	96.37	99.44	103.83	0.00
01/01/2025	81.27	85.35	89.61	94.08	98.78	101.93	106.43	116.01

GRADE 042

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	76.99	80.81	84.85	89.07	93.56	96.52	100.82	0.00
02/25/2023	79.68	83.64	87.82	92.19	96.83	99.90	104.35	0.00
12/30/2023	81.67	85.73	90.02	94.49	99.25	102.40	106.96	0.00
01/01/2025	83.71	87.87	92.27	96.85	101.73	104.96	109.63	119.50

GRADE 043

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	79.28	83.25	87.40	91.79	96.38	99.42	104.01	0.00
02/25/2023	82.05	86.16	90.46	95.00	99.75	102.90	107.65	0.00
12/30/2023	84.10	88.31	92.72	97.38	102.24	105.47	110.34	0.00
01/01/2025	86.20	90.52	95.04	99.81	104.80	108.11	113.10	123.28

GRADE 044

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	81.66	85.77	90.08	94.59	99.27	102.43	106.95	0.00
02/25/2023	84.52	88.77	93.23	97.90	102.74	106.02	110.69	0.00
12/30/2023	86.63	90.99	95.56	100.35	105.31	108.67	113.46	0.00
01/01/2025	88.80	93.26	97.95	102.86	107.94	111.39	116.30	126.77

APPENDIX A (Continued)

GRADE 045

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	Perf Zone Max
01/01/2023	84.13	88.30	92.73	97.35	102.23	105.47	110.14	0.00
02/25/2023	87.07	91.39	95.98	100.76	105.81	109.16	113.99	0.00
12/30/2023	89.25	93.67	98.38	103.28	108.46	111.89	116.84	0.00
01/01/2025	91.48	96.01	100.84	105.86	111.17	114.69	119.76	130.54

The parties have attempted to include all Memorandums in Appendix C effective during part or all of this contract. If an existing Memorandum was not included, it should not be construed as nullifying or canceling the Memorandum.

APPENDIX B – PERFORMANCE-BASED COMPENSATION PLAN

1. **Purpose.** The purpose of the Performance-Based Compensation Plan (the “Plan”) is to provide a financial incentive for employees who have reached the top of their pay schedule to remain with the City of Saint Paul and to perform at their highest possible level.
2. **Eligibility.** An employee who has completed 2080 hours in paid status at the top step of the wage schedule for their job classification is eligible for compensation under the Plan based upon an overall performance evaluation of satisfactory or higher. Once initially eligible, an employee will continue to be eligible for additional merit-based compensation under the Plan after each succeeding period of 2080 hours in paid status. The anniversary of completing 2080 hours in paid status shall be considered the employee’s “Eligibility Date.”
3. **Compensation.** Based on their performance evaluation, employees may earn an increase in their base pay of 1%, 2% or 3% provided they receive an overall rating of satisfactory or higher on their performance evaluation. The amount of any such increase shall be determined based upon the employee’s satisfactory performance relative to established performance criteria. However, an employee’s base salary shall not be increased above the salary range maximum for their job classification. If the merit increase would result in an increase above the salary range maximum, the employee’s base salary will be adjusted to the range maximum and fifty percent (50%) of the balance of the increase will be paid to the employee in a lump sum. Similarly, if an employee is at the maximum of their salary range, they shall be paid a lump sum equal to fifty percent (50%) of the value of the increase that would have been payable but for being at the maximum of their salary range.
4. **Performance Evaluations and Criteria.** The Employer retains the inherent managerial right to determine the evaluation process and the criteria for performance-based increases but will meet and confer with the Organization at the request of the Organization or if the Employer proposes material changes to the process and/or criteria. The employer will make efforts to establish objective and measurable performance criteria. The Employer commits to establishing a process that provides equitable opportunities for all eligible employees to earn performance compensation based on merit and without regard to budgetary considerations. When an eligible employee’s performance is such that there are concerns as to whether the employee will be eligible for any merit-based compensation, the employer should, if possible, attempt to give the employee notice of the performance deficiencies. The parties recognize that regardless of such notice, the employee’s performance review is based on the totality of the employee’s performance during the evaluation period.
5. **Effective Date of Compensation.** If a performance evaluation is not completed on or before the Eligibility Date, any applicable merit adjustments and/or lump sum payments shall be effective as of the first day of the first full pay period following the employee’s Eligibility Date.
6. **Merit Compensation Decisions Not Grievable.** The judgment of the employee’s supervisor regarding the employee’s performance shall not be subject to the grievance procedure of this agreement nor shall it be subject to arbitration. However, the employee may request a meeting with their supervisor and their Department Head (or their designee – someone other than the employee’s direct supervisor) for the purpose of reviewing the employee’s performance evaluation. The Department Head (or their designee) shall have the final authority to determine the employee’s merit-based compensation, if any.

APPENDIX C

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

This Memorandum of Agreement (hereinafter “MOA”) is entered into by the parties to establish an On-Call procedure for employees assigned to the Office of Technology and Communications.

Definition: Employees required by the Employer to be available to answer a page or call, and perform work if necessary during hours outside their normal work shift, shall be considered “on-call.” The Employer will establish a written on-call schedule one (1) month prior to implementation. Employees must provide notice of unavailability prior to the issuance of the schedule.

Requirements: If assigned as on-call, employees must ensure they are available to be contacted. Employees must return calls within thirty (30) minutes of receiving a page or voicemail message. If required to return to work, employees must be able to do so within two hours of being contacted.

Compensation: Employees who are on-call will receive \$25 per day for each week day (Monday – Friday) they are assigned on-call. A week day shall consist of the hours from 5:00 p.m. until 7:00 a.m. the following morning, Monday – Friday. Employees who are on-call for each weekend day (Saturday or Sunday) or Holiday as designated by the collective bargaining agreement will receive \$50 per day. A weekend day and Holiday day shall consist of a twenty-four (24) hour period from 7:00 a.m. until 7:00 a.m. the following morning.

In addition to the above compensation, employees who are on-call and are contacted to resolve a critical information system problem shall be granted two hours minimum compensation either in compensatory time or pay for their efforts per incident. An incident shall begin when the telephone or page is answered and end when the problem is either resolved or further efforts are deemed futile. This means multiple calls regarding the same problem are considered one incident.

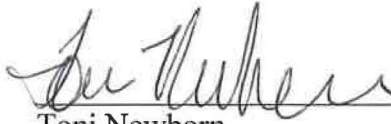
If the resolution of the problem takes less than two (2) hours, the employee will be paid straight time for the two (2) hour minimum.

Scheduling: The City will create a list of volunteers who will be scheduled first for on-call status. If insufficient numbers of qualified employees volunteer, the City will assign employees to the list. The City will create an assignment rotation that distributes the on-call assignments as evenly and fairly as is reasonably possible.

This MOA shall apply only to employees in Office of Technology and Communications and will become effective on January 1, 2023 and then renew annually thereafter unless one party provides notice to the other of their desire to end the agreement. This MOA sets no precedent and shall not affect any other conditions or terms of employment.

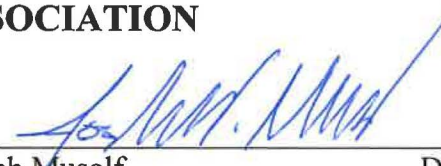
APPENDIX C (Continued)

CITY OF SAINT PAUL


Toni Newborn
Human Resources Director

6/9/23
Date

**PROFESSIONAL EMPLOYEES
ASSOCIATION**


Joseph Musolf
President

6/6/23
Date


Mike Wilde
Legal Counsel

6/8/23
Date