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IDnum 211 **Language** English **Country** United States **State** MN

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 1842

Occupations Represented
Firefighting occupations
Library assistants, clerical
Data entry and information processing workers
Library technicians
Dental hygienists
Human resources assistants, except payroll and timekeeping
Dietitians and nutritionists
Computer and information systems managers
Payroll and timekeeping clerks

Bargaining Agency The City of Saint Paul

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2002

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Notes

Contact

Full text contract begins on following page.

2001 - 2002

AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

**LOCAL UNION 1842, DISTRICT COUNCIL 14,
OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

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PREAMBLE

This agreement entered into by the CITY of Saint Paul, hereinafter referred to as the Employer, and Local Union 1842, affiliated with Council 14, and the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota, Bureau of Mediation Services, dated July 12, 1973, in Case No. 74-PR-7-A and as amended and as set forth in Section 1.2 below.

1.2 The bargaining unit covered by this agreement shall consist of the following:

All technical personnel who are employed by the City of St. Paul or who have their "terms and conditions of employment" established by the governing body of the City of St. Paul, and whose employment service exceeds the lesser of 14 hours per week or 35 percent of the normal work week and more than 67 work days per year, in the classifications of:

Accounting Technician I	Fire Prevention Inspector II
Accounting Technician II	Graphic Arts Technician--City Planning
Accounting Technician III	Health and Education Assistant
Accounting Technician IV	Health and Education Assistant
Adaptive Recreation Assistant	-Cambodian/English
Adaptive Recreation Director	Health and Education Assistant
Aquatics Manager	-Hmong/English
Architectural Drafter Trainee	Health and Education Assistant
Architectural Drafter	-Spanish/English
Business Relocation Specialist	Health Laboratory Technician II
Citizen Service Analyst	Housing Counselor
City Planning Aide	Housing Rehabilitation Advisor I
City Planning Technician	Housing Rehabilitation Advisor II
Clinic Nurse	Human Rights Technician
Community Education/Recreation	Human Resources Technician III
Coordinator	Info & Control System Integrator Tech
Communications Tech Trainee	Info & Control System Integrator Trainee
Community Liaison Officer	IS Information/Technical Analyst I
Dental Assistant	IS Information/Technical Analyst II
Dental Hygienist	IS Information/Technical Analyst III
Duplicating Equipment Operator	IS Information/Technical Analyst IV
(Two-Color)	IS Systems Support Specialist III
Engineering Aide I	IS Systems Support Specialist IV
Engineering Aide II	Laboratory Technician I
Engineering Assistant	Library Associate
Environmental Health Aide	Library Associate (Part-time)
Environmental Health Inspector	License and Permit Aide
Environmental Health Inspection Supvr.	License and Permit Inspector
Fire Aide	License Enforcement Auditor
Fire Communications Operator I	Lifeguard
Fire Communications Operator II	
Fire Prevention Inspector I	

ARTICLE 1 - RECOGNITION (Continued)

Loan Specialist I	Real Estate Specialist I
Loan Specialist II	Recreation Center Director Recreation Leader
Loan Specialist Assistant	Registered Radiological Technologist
Loan Specialist Assistant (Bilingual)	Rehabilitation Supervisor
Medical Assistant	Senior Animal Control Officer
Medical Records Practitioner	Senior License Inspector
Modified Duty Worker (Technical)	Senior Plan Examiner
Nutrition Assistant I	Senior Pool Attendant
Nutrition Assistant I - Bilingual Hmong/English	Service Worker III
Nutrition Assistant I - Bilingual / Spanish/English	Surveyor
Nutrition Assistant I - Large	Swimming Pool Supervisor
Nutrition Assistant I - Medium	Valuation and Assessment Aide I
Nutrition Assistant I - Small	Valuation and Assessment Aide II
Nutrition Assistant II	Valuation and Assessment Technician I
Payroll System Technician	Valuation and Assessment Technician II
Plan Examiner I	Valuation and Assessment Technician III
Plan Examiner II	Video Production Assistant
*Plan Examiner III	Video Production Technician
Practical Nurse	Water Safety Instructor
Project Facilitator I	Water Utility Technician I
Project Facilitator II	Water Utility Technician II
Project Management Technician	Water Utility Technician III
Public Works Technician I	Water Laboratory Aide
Public Works Technician II	Water Meter Technician
Public Works Technician III	Zoning Aide
	Zoning Specialist

*Title abolished except as to present incumbents.

- 1.3 Any present or future employee who is not a Union member shall be required to contribute a fair share fee for services rendered by the Union, and upon notification by the Union, the Employer shall check off said fee from the earnings of the employee and transmit the same to the Union. In no instance shall the required contribution exceed a pro rata share of the specific expenses incurred for services rendered by the representative in relationship to negotiations and administration of grievance procedures. This provision shall remain operative only so long as specifically provided by Minnesota law, and as otherwise legal.
- 1.4 The Union agrees to indemnify and hold harmless the Employer 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 Section 1.3 of this Article.

ARTICLE 2 - CHECK OFF

- 2.1 The Employer agrees to deduct the Union membership initiation fee assessments and once each month dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.
- 2.2 The Union agrees to indemnify and hold harmless the Employer against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 3 - HOURS OF WORK

- 3.1 The normal work day shall be seven and three-fourths ($7\frac{3}{4}$) consecutive hours per day, excluding a forty-five (45) minute lunch period, 15 (fifteen) minutes of which shall be paid.
- 3.2 The normal work week shall be five (5) consecutive normal work days in any seven (7) day period.
- 3.3 For employees on a shift basis, this shall be construed to mean an average of thirty-eight and three-fourths ($38\frac{3}{4}$) hours per week.
- 3.4 This section shall not be construed as, and is not a guarantee of, any hours of work per normal work day or per normal work week.
- 3.5 Time on the payroll in excess of the normal hours set forth above in this Article shall be "overtime work" and shall be done only by order of the Head of the Department.
- 3.6 All employees in this bargaining unit shall be recompensed for work done in excess of the normal hours established above in this Article by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such overtime work. The overtime rate of one and one-half shall be computed on the basis of $\frac{1}{80}$ th of the biweekly rate.
- 3.7 Normal work schedules showing the employee's shifts, work days and hours shall be posted on all department bulletin boards at all times. It is also understood that deviation from posted work schedules shall be permissible due to emergencies and acts of God, and overtime may be required.
- 3.8 Notwithstanding Sections 3.1 through 3.6, employees may, through mutual agreement with the Employer, work schedules other than schedules limited by the normal work day and work week as set forth in Sections 3.1, 3.2 and 3.3. Overtime compensation for employees working under such agreements shall be subject to the provisions of the Fair Labor Standards Act.

ARTICLE 3 - HOURS OF WORK (Continued)

- 3.9 For employees who wish to share a position, the Employer will attempt to provide options for implementing a sharing arrangement. Such an arrangement must be mutually agreed upon by the Employer and the employees involved. Vacation, holiday and sick leave benefits for employees who share a position shall be pro-rated based upon the percent of hours worked. Health insurance benefits shall be administered in accordance with the provisions of Article 10 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.
- 3.10 Sections 3.8 and 3.9 shall not be subject to the provisions of Article 6 of this agreement.
- 3.11 At least fourteen (14) calendar days prior to changing the normal work day or the normal work week, the Employer and Union shall meet and confer regarding the need for the proposed change and the possibility of other alternatives. It is also understood that deviation from such notice shall be permissible due to emergencies and acts of God. Notice is not needed for temporary changes of less than one week.
- 3.12 When there is a need to assign additional daytime, evening or weekend hours, the employer shall first request volunteers from among employees. Volunteers must be able to perform the job duties of the position.
- 3.13 **Morning Differential:** Oxford Pool employees represented by this unit in the titles of Life Guard, Water Safety Instructor, Swimming Pool Supervisor and Senior Pool Attendant shall receive a morning differential of five percent (5%) for each hour worked between 2 a.m. and 2 p.m. This morning differential shall only be paid for hours worked between 2 a.m. and 2 p.m. during the school year (after Labor Day and before Memorial Day). These employees shall not be eligible for the Night Differential described below.
- Night Differential:** To any employee, except the Oxford Pool employees described above, who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., provided at least five hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., there shall be a night differential of five percent (5 %) for the entire shift.
- To any employee who works on a shift beginning earlier than 6:00 a.m. or ending later than 6:00 p.m., but less than five hours of the shift are worked between the hours of 6:00 p.m. and 6:00 a.m., there shall be a night differential of five percent (5 %) for the hours worked between 6:00 p.m. and 6:00 a.m.
- 3.14 Employees required, as part of their normal job duties, to work a snow emergency shall receive premium pay at fifty percent (50%) for the second standard hour shift for all continuous hours worked during the snow emergency.

ARTICLE 4 - WORK BREAKS

- 4.1 **Rest Periods** - All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled by management at approximately the middle of each one-half shift whenever this is feasible.
- 4.2 If an employee is scheduled to work a full half shift beyond his/her regular quitting time, he/she shall be entitled to the rest period that occurs during said half shift.

ARTICLE 5 - HOLIDAYS

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

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day After Thanksgiving*
Memorial Day	Christmas Day
Independence Day	Two floating holidays
Labor 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 falls on a Saturday, the holiday shall be observed on the preceding Friday. Whenever any of the holidays listed above falls on a Sunday, the holiday shall be observed on the succeeding Monday. For those employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

- 5.2 The floating holidays set forth in Section 5.1 above may be taken at any time during the contract year, subject to approval of the Department Head of any employee.
- 5.3 **Eligibility Requirements** - In order to be eligible for a holiday with pay, an employee must be employed as of the date of the holiday and have paid hours on the payroll for that pay period. The amount of holiday time earned shall be based upon the number of non-holiday hours paid during that pay period (see proration charts in Salary Plan and Rates of Compensation). Paid hours include hours actually worked, vacation time, compensatory time, paid leave and sick leave. In neither case shall the holiday be counted as a working day for the purposes of this section. It is further understood that neither temporary, emergency nor other employees not heretofore eligible shall receive holiday pay.
- 5.4 Notwithstanding Section 5.3, a temporary employee shall be eligible for holiday pay only after such employee has been employed as a temporary employee for sixty-seven (67) consecutive work days. No temporary employee shall be eligible for any floating holidays.

ARTICLE 5 - HOLIDAYS (Continued)

- 5.5. *For all employees assigned to the Library, the Day After Thanksgiving shall be considered a normal work day, and Christmas Eve shall be recognized and observed as a paid minor holiday. This language regarding the Library shall not be effective until and unless the other relevant collective bargaining agreements (PEA, SPSO, AFSCME 2508) negotiate corresponding language.

ARTICLE 6 - GRIEVANCE PROCEDURES

- 6.1 The Employer shall recognize stewards selected in accordance with Union rules and regulations as the grievance representatives of the bargaining unit. The Union shall notify the Employer in writing of the names of the stewards and of their successors when so named.
- 6.2 It is recognized and accepted by the Employer and the Union that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee's 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 the supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the Employer.
- 6.3 The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this agreement.

However, this Article does not abridge grievance rights possessed by eligible veterans under applicable veterans' rights statutes.

- 6.4 Grievances shall be resolved in conformance with the following procedure:

Step 1 - Upon the occurrence of an alleged violation of this agreement, the employee involved (with or without the steward) shall attempt to resolve the matter on an informal basis with the employee's supervisor.

If the matter is not resolved to the employee's satisfaction by the informal discussion, it may be reduced to writing and referred to Step 2 by the Union. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the agreement violated, and the relief requested. Any alleged violation of the agreement not reduced to writing by the Union within fourteen (14) work days of the first occurrence of the event giving rise to the grievance, shall be considered waived.

ARTICLE 6 - GRIEVANCE PROCEDURES (Continued)

Step 2 - Within seven (7) work days after receiving the written grievance, a designated Employer supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unsolved, the Employer shall reply in writing to the Union within seven (7) work days following this meeting.

The Union may refer the grievance in writing to Step 3 within seven (7) work days following receipt of the Employer's written answer. Any grievance not referred in writing by the Union within seven (7) work days following receipt of the Employer's answer shall be considered waived.

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

Step 4 - If the grievance remains unresolved, the Union may within seven (7) work days after the response of the Employer in Step 3 by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected from a permanent panel of five (5) arbitrators. Arbitrators shall be selected by lot within twenty (20) work days after notice has been given.

In the event the Employer and the Union cannot mutually agree to five (5) arbitrators for the permanent panel, the parties will petition the Director of the Bureau of Mediation Services for a list of ten (10) arbitrators for each panel member for which the parties did not mutually agree. The parties shall alternately strike names from such list(s), the Employer striking first, until one (1) name remains.

Vacancies occurring on the permanent panel during the life of this agreement shall be filled by mutual agreement of the parties. If the parties cannot mutually agree, the vacancy shall be filled by the process noted in the preceding paragraph. This arbitrator selection process shall be effective only for the duration of this agreement unless both parties mutually agree to extend such provisions.

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.

ARTICLE 6 - GRIEVANCE PROCEDURES (Continued)

6.5 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 issues submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing of the submission of briefs by the parties, whichever be later, unless the parties agree to an extension.

The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employees.

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

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

6.8 It is understood by the Union and the Employer that a grievance, other than a grievance arising from a disciplinary action, may be determined by either the grievance procedure of this contract or by the provisions of the Civil Service Rules of the City of Saint Paul.

6.9 The provisions of this Article 6 shall not apply to Section 3.9 of this agreement.

6.10 The Employer agrees to provide courtesy copies of all correspondence to the Union Business Manager or Assistant Director to the President of Local 1842. This section shall not be grievable.

ARTICLE 7 - CITY MILEAGE

7.1 **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.

ARTICLE 7 - CITY MILEAGE (Continued)

7.2 **Method of Computation** - To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head.

Type 1 - If an employee is required to use his/her own automobile OCCASIONALLY during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day the employee's vehicle is actually used in performing the duties of the employee's position. In addition, the employee shall be reimbursed \$0.20 per mile for each mile actually driven.

If such employee is required to drive an automobile during employment and the department head or designated representative determines that an employer vehicle is available for the employee's use but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$0.20 per mile driven and shall not be eligible for any per diem.

Type 2 - If an employee is required to use his/her own automobile REGULARLY during employment, the employee shall be reimbursed at the rate of \$4.00 per day for each day of work. In addition, the employee shall be reimbursed \$0.20 per mile for each mile actually driven.

If such employee is required to drive an automobile during employment and the department head or designated representative determines that an employer vehicle is available for the employee's use but the employee desires to use his/her own automobile, then the employee shall be reimbursed at the rate of \$0.20 per mile driven and shall not be eligible for any per diem. This Section 7.2 shall become effective February 1, 1994.

7.3 The City will provide parking at the Civic Center Parking Ramp for City employees on either of the above mentioned types of reimbursement plans who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his or her own personal car available.

7.4 **Rules and Regulations** - The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, which regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven, and further require that they maintain automobile liability insurance in amounts of not less than \$100,000/\$300,000 for personal injury, and \$25,000 for property damage, or liability insurance in amounts not less than \$300,000 single limit coverage, with the City of Saint Paul named as an additional insured. These rules and regulations, together with the amendment thereto, shall be maintained on file with the City Clerk.

7.5 **Labor Management Committee.** As part of negotiation of the 2001-2002 collective bargaining agreement, the parties to this contract agreed to convene a labor-management committee to discuss issues related to mileage reimbursement. This committee will be convened in 2002 upon the request of the Union. This article 7.5 shall expire 12/31/02 unless affirmatively renewed by the parties.

ARTICLE 8 - RESIDENCE

8.1 The resolution pertaining to residence approved July 26, 1979, under Council File No. 273378 shall apply to all employees covered by this agreement.

ARTICLE 9 - VACATION

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

Years of Service	Hours of Vacation
1st year thru 4th year	.0385 (10 days)
5th year thru 9th year	.0616 (16 days)
10th year thru 15th year	.0731 (19 days)
16th year thru 23rd year	.0885 (23 days)
24th year and thereafter	.1000 (26 days)

9.2 The Head of a Department may permit an employee to carry over up to one hundred and twenty (120) hours of vacation into the following "vacation year." For the purpose of this Article the "vacation year" shall be the fiscal year (IRS payroll reporting year).

9.3 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Sub. H.

ARTICLE 10 - INSURANCE

Active Employee Insurance

10.1 The Employer will continue for the period of this agreement to provide for employees such health and life insurance benefits as are provided by the Employer at the time of execution of this agreement.

10.2 Effective for the January, 2001 insurance premiums, for each eligible employee covered by this agreement who is employed full-time and who selects single employee health insurance coverage provided by the Employer, the Employer agrees to contribute \$211.62 [amount of 2000 single premium] per month plus any increase in the 2001 single health insurance premium up to \$40.00 per month. If the 2001 single health insurance premium increase is over forty (\$40.00) dollars, the Employer will contribute 50% of the amount over forty (\$40.00) dollars. [For 2001, because the increase to the single premium is \$18.22/month, the City continues to pay 100% of the single premium].

For each eligible full-time employee who selects family health insurance coverage, the Employer will contribute \$406.62 [amount of 2000 family premium] per month plus \$2.90 plus an amount equal to the 2001 single health insurance premium increase up to forty (\$40.00) dollars. If the 2001 single health insurance premium increase is over forty (\$40.00) dollars, the Employer will contribute 50% of the amount over forty (\$40.00) dollars. [For 2001, because the increase in the single premium is \$18.22/month, the Employer's contribution to the family premium will be \$427.74].

ARTICLE 10 - INSURANCE (Continued)

- 10.3 The parties agree to the following arrangement for 2002 single insurance premiums with the explicit understanding that language agreed to for any time period during 2002 sets no precedent one way or another with regard to 2003. The parties must renegotiate the method for determining the Employer contribution for 2003. If an agreement on the level of contribution for 2003 is not reached by the beginning of the 2003 insurance year, the City will follow its standard procedure for processing of the premiums until an agreement is reached (i.e. City follows language in effect on 12/31/02 until a successor agreement is reached):

Effective for the January 1, 2002 - June 30, 2002 insurance premiums, for each eligible employee covered by this agreement who is employed full-time and who selects single employee health insurance coverage provided by the Employer, the Employer agrees to contribute the 2001 contribution plus an increase up to forty (\$40.00) dollars per month. If the single health insurance premium increase for 2001 exceeds forty (\$40.00) per month, the Employer will contribute 50% of the amount over forty (\$40.00) dollars.

Effective for the July 1, 2002- December 31, 2002 insurance premiums, for each eligible employee covered by this agreement who is employed full-time and who selects single employee health insurance coverage provided by the Employer, the Employer agrees to contribute the 2001 contribution plus an increase up to the full cost/month of the 2002 premium.

For each eligible full-time employee who selects family health insurance coverage, the Employer will contribute the 2001 contribution plus 60% of the family premium increase in 2002 up to \$60.00. If the 2002 family premium increase exceeds \$100, the City will pay 40% of the excess increase.

If in either year the number of plans increases, the increase will be based on the average premium.

- 10.4 For the purpose of this Article, **full-time employment** is defined as appearing on the payroll an average of at least 64 hours per biweekly pay period for the twelve (12) month period preceding the annual open enrollment or special enrollments or the six (6) month period preceding initial enrollment.

Three-quarter time employment is defined as appearing on the payroll an average of at least 52 hours, but less than 64 hours, per biweekly pay period for the twelve (12) month period preceding the annual open enrollment or special enrollments or the six (6) month period preceding initial enrollment.

Half-time employment is defined as appearing on the payroll an average of at least 40 hours, but less than 52 hours, per biweekly pay period for the twelve (12) month period preceding the annual open enrollment or special enrollments or six (6) month period preceding initial enrollment.

ARTICLE 10 - INSURANCE (Continued)

Part-time employees who are permanently appointed to a full-time (80 hours per biweekly pay period) position after the commencement of the plan year, shall be made eligible for full-time benefits after they have completed at least forty hours in a monthly qualifying pay period as a full-time employee.

Full-time employees who are permanently appointed to a part-time (less than 80 hours per biweekly pay period) position after the commencement of the plan year, shall be reduced to the benefit level applicable for the hours scheduled by the department. Such reduction shall take effect on the first month the employee does not complete a monthly qualifying pay period as a full-time employee.

- 10.5 For each eligible employee covered by this agreement who is employed half-time and who selects employee health insurance coverage, the Employer agrees to contribute fifty percent (50%) of the amount contributed for full-time employees selecting employee coverage in the same insurance plan.

For each half-time employee who selects family health insurance coverage, the Employer will contribute fifty percent (50%) of the amount contributed for full-time employees selecting family health insurance coverage in the same insurance plan.

For each eligible employee covered by this agreement who is employed three-quarter time and who selects employee health insurance coverage, the Employer agrees to contribute seventy-five percent (75%) of the amount contributed for full-time employees selecting employee coverage.

For each three-quarter time employee who selects family health insurance coverage, the Employer will contribute seventy-five percent (75%) of the amount contributed for full-time employees selecting family health insurance coverage.

- 10.6 Notwithstanding Section 10.5, employees covered by this agreement and employed half-time prior to January 1, 1986 shall receive the same health insurance contributions as full-time employees. This Section 10.6 applies only to employees who were employed half-time during the month of December, 1985 and shall continue to apply only as long as such employees remain continuously employed half-time.

- 10.7 For each eligible employee, the Employer agrees to contribute the cost of \$20,000 of life insurance.

- 10.8 The contributions indicated in this Article 10 shall be paid to the Employer's Group Health and Welfare Plan.

- 10.9 Any cost of any premium for any City offered employee or family insurance coverage in excess of the dollar amounts stated in this Article 10 shall be paid by the employee.

ARTICLE 10 - INSURANCE (Continued)

- 10.10 The Employer will provide a system whereby the employee's contribution toward the premiums for the employee selected health insurance coverages can be paid on a pre-tax basis while the employee is receiving taxable income through the City payroll system. Employees covered by this agreement will be eligible to participate in the Flexible Spending Account as offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.
- 10.11 Employees covered by this agreement shall be eligible to participate in the Dependent Care Reimbursement Account offered by the Employer. The service fee charged to participating employees shall be paid by the Employer.

Retiree Insurance

- 10.12 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 10.13 through 10.16 below, toward a health insurance plan offered by the Employer:
- 10.12(1) Be receiving benefits from a public employee retirement act at the time of retirement, and
 - 10.12(2) Have severed his/her relationship with the City of Saint Paul for reasons other than misconduct, and
 - 10.12(3) Have completed at least 20 years with the City of Saint Paul or 15 years if receiving a disability pension, excluding years of service with Independent School District #625 for employees hired by or transferred to the City after March 31, 2001.

Early Retirees

- 10.13 This Section shall apply to full time employees who:
- 10.13(1) Retire on or after January 1, 1996, and
 - 10.13(2) Were appointed on or before December 31, 1995, and
 - 10.13(3) Have not attained age 65 at retirement, and
 - 10.13(4) Meet the terms set forth in Section 10.12 above, and
 - 10.13(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 \$350 per month toward the cost of single or family insurance coverage. Any unused portion of the Employer's contribution shall not be paid to the retiree.

When such early retiree attains age 65, the provisions of Section 10.15 will apply.

ARTICLE 10 - INSURANCE (Continued)

10.14 This Section shall apply to full time employees who:

- 10.14(1) Retire on or after January 1, 1996, and
- 10.14(2) Were appointed on or after January 1, 1996, and
- 10.14(3) Have not attained age 65 at retirement, and
- 10.14(4) Meet the conditions of Section 10.12 above, and
- 10.14(5) Select a health insurance plan offered by the Employer.

Until such retirees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion shall not be paid to the retiree.

When such early retiree attains age 65, the provisions of Section 10.16 shall apply.

Regular Retirees (Age 65 and over)

10.15 This Section shall apply to full time employees who:

- 10.15(1) Retire on or after January 1, 1996, and
- 10.15(2) Were appointed on or before December 31, 1995, and
- 10.15(3) Have attained age 65 at retirement, and
- 10.15(4) Meet the terms set forth in Section 10.12 above, and
- 10.15(5) Select a health insurance plan offered by the Employer

The Employer agrees to contribute a maximum of \$550.00 per month toward the premium for single or family health insurance coverage offered by the Employer to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

This Section shall also apply to early retirees who retired under the provisions of Section 10.13 when such retirees attain age 65.

10.16 This Section shall apply to full time employees who:

- 10.16(1) Retire on or after January 1, 1996, and
- 10.16(2) Were appointed on or after January 1, 1996, and
- 10.16(3) Have attained age 65 at retirement, and
- 10.16(4) Meet the conditions of Section 10.12 above, and
- 10.16(5) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage offered to regular retirees and their dependents. Any unused portion shall not be paid to the retiree.

ARTICLE 10 - INSURANCE (Continued)

This Section shall also apply to early retirees who retired under the provisions of Section 10.14 when such early retirees attain age 65.

- 10.17 If an employee does not meet the condition of Section 10.12(3), but has completed at least ten (10) years of service with the City, 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.
- 10.18 A retiree may not carry his/her spouse as a dependent if such spouse is also a City retiree or City employee and eligible for and is enrolled in the City health insurance program.
- 10.19 **Survivor Insurance:** The surviving spouse of an employee carrying family coverage at the time of his/her death due to a job connected injury or illness which was determined to have arisen out of and in the course of his/her employment under worker's compensation law shall continue to be eligible for city contribution in the same proportions as is provided for retired employees.

In the event of the death of an early retiree or a regular retiree, the dependents of the retiree shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits which said dependents previously had, at the premium and Employer contribution accorded to the eligible deceased retiree.

It is further understood that coverage shall cease in the event of:

- 10.19(1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
- 10.19(2) The employment of the surviving spouse or dependent where health insurance is obtained through a group program provided by said Employer. In this event, however, the surviving spouse or dependent shall have the right to maintain City health insurance for the first ninety (90) days of said employment.
- 10.20 Additional dependants beyond those of record at the time of retirement may not be added to the retiree's health insurance plan at City expense after retirement.

ARTICLE 11 - WORKING OUT OF CLASSIFICATION

11.1 Employer shall avoid, whenever possible, working an employee on an out-of-class assignment for a prolonged period of time. Any employee working an out-of-class assignment for a period in excess of fifteen (15) consecutive working days during a year shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16) 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.

ARTICLE 12 - SENIORITY

12.1 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 employee's rank on the eligible list from which certification was made.

12.2 Seniority shall terminate when an employee retires, resigns, or is discharged.

12.3 In the event it is determined by the Employer that it is necessary to reduce the work force, employees will be laid off by class title within each department based on inverse length of seniority as defined above. However, when layoff occurs in any of the titles listed below under Column A, layoff shall be based on inverse length of total seniority in all titles listed on the corresponding line under Column B. The Human Resources Department will identify such least senior employee in the department reducing positions, and shall notify said employee of his/her reduction from the department.

If there are any vacancies in any of the titles under Column B on which seniority was based, 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 positions the affected employee shall fill. If no vacancy exists in such titles, then the least senior City employee in such titles 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 City employee in such titles shall be the employee laid off. For the purposes of this Article, the Board of Education is not included as a City department nor is a Board of Education employee included as a City employee.

ARTICLE 12 - SENIORITY (Continued)

Column A	Column B
Deputy License Inspector I	Deputy License Inspector I, Deputy License Inspector II
Deputy License Inspector II	Deputy License Inspector I, Deputy License Inspector II
Engineering Aide I	Engineering Aide I, Engineering Aide II, Traffic Eng. Aide II, Engr. Draftsman
Engineering Aide II	Eng. Aide I, Eng. Aide II, Traffic Engr. Aide II, Engr. Draftsman
Fire Aide I	Fire Aide I, Fire Aide II
Fire Aide II	Fire Aide I, Fire Aide II
Housing Aide I	Housing Aide I, Housing Aide II, Sanitarian Aide I, Sanitarian Aide II
Housing Aide II	
Housing Rehab Advisor I	Housing Rehabilitation Trainee, Housing Rehabilitation Advisor I
Housing Rehab Trainee	Housing Rehabilitation Trainee, Housing Rehabilitation Advisor I
Library Associate	
Library Associate (PT)	
Operations Asst- Town Sq. Park	Recreation Leader II, Rec. Leader I, Rec. Director I, Rec. Center Director
Planning Aide I	Planning Aide I, Planning Aide II
Planning Aide II	Planning Asst. I, Planning Asst. II
Planning Assistant I	Planning Aide I, Planning Aide II
Planning Assistant II	Planning Asst. I, Planning Asst. II
Recreation Center Director	Planning Aide I, Planning Aide II, Planning Asst. I, Planning Asst. II
Recreation Leader II	Recreation Leader II, Rec. Leader III
Recreation Leader III	Recreation Director I, Operations Asst.- Town Square Park
Sanitarian Aide I	Rec. Leader II, Rec. Leader III, Recreation Director I, Operations Asst.- Town Square Park
	Rec. Leader II, Rec. Leader III, Recreation Director I, Operations Asst.- Town Square Park
	Housing Aide I, Housing Aide II
	Sanitarian Aide I, Sanitarian Aide II

ARTICLE 12 - SENIORITY (Continued)

Sanitarian Aide II	Housing Aide I, Housing Aide II Sanitarian Aide I, Sanitarian Aide II
Traffic Engr. Aide II	Engineering Aide I, Engineering Aide II, Traffic Engineering Aide II
Val. & Assess. Aide I	Val/Assess Aide I, Val/Assess Aide II
Val. & Assess. Aide II	Val/Assess Aide I, Val/Assess Aide II

- 12.4 In cases where there are promotional series, such as Technician I, II, III, etc., when the number of employees in these higher titles is to be reduced, employees who have held lower titles which are in this bargaining unit will be offered reductions to the highest of these titles to which class seniority would keep them from being laid off, before layoffs are made by any class title in any department.
- 12.5 It is understood that such employees will pick up their former seniority date in any class of positions that they previously held.
- 12.6 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff.
- 12.7 Employees assigned to these divisions in the police Department: Impound Lot, Property Room, Communication Center, and/or Records, shall be allowed to bid for work shifts (i.e. midnights, days and afternoons), on the basis of seniority when a vacancy occurs within the employees' classification in their division.
- 12.8 In the event the employer believes it is necessary to merge, contract out or subcontract any public work performed by employees covered by this Agreement which may lead to layoff, the Employer will notify the Union no less than forty-five (45) calendar days in advance. During the forty-five (45) days, the Employer will meet with the Union and discuss possible options to contracting out or ways and means to minimize the elimination of positions.

ARTICLE 13 - DEFERRED COMPENSATION

- 13.1 Beginning January 1, 2002, employees who have their completed twenty (20) years of service shall have a \$75.00 deferred contribution match paid by the Employer as indicated in the eligibility requirements below.
- 13.2 The Employer will match contributions by the first paycheck closest to October 1 of the plan year.

ARTICLE 13 - DEFERRED COMPENSATION (Continued)

13.3 Eligibility Requirements:

- A. Employees must have been in the Technical bargaining unit effective 1/1 of the plan year.
- B. Qualifying years of service (determined by date of hire) must have been attained by 1/1 of the plan year.
- C. Employees cannot have been on lay off from City employment during the 12 month time period preceding July 1 of the plan year.
- D. Employees must have the full amount (\$75.00) of their contribution made by September 1 of the plan year (or by the employee's date of separation from this bargaining unit, if such separation occurs before September 1) in order to receive the Employer match.
- E. Employees separated for cause from this bargaining unit are specifically excluded from the Employer match program.

ARTICLE 14 - BULLETIN BOARDS

- 14.1 The Employer shall provide reasonable bulletin space for use by the Union in posting notices of Union business and activities. Said bulletin board space shall not be used by the Union for political purposes other than Union elections.

Use of this bulletin board is subject to approval of the Department Head.

ARTICLE 15 - WAGES

- 15.1 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:

- 15.1(1) Reorganizing
- 15.1(2) Abolishing classifications
- 15.1(3) Establishing new classifications
- 15.1(4) Regrading classifications
- 15.1(5) Reclassifying positions

Both parties also agree that titles and grades in **Appendix A** refer to employees in the positions at the date of signing of the agreement. No employee in this bargaining unit shall suffer any reduction in salary because of a regrading or reclassification during the contract period in which such regrading or reclassification takes place.

ARTICLE 15 - WAGES (Continued)

15.2 Individual employees may request an audit of their position whenever the nature of the work and/or responsibilities in their position have substantially changed. When an employee has submitted a fully completed job profile to his/her supervisor requesting a classification study of their position, responsible Managers in the Department where the employee works shall have forty (40) calendar days to complete their portion of the JAQ and forward it to the Office of Human Resources. The staff of the Office of Human Resources will complete the study within fifty (50) days after the fully completed job profile is submitted to Human Resources by the employee's supervisors.

If the Employer finds the employee has assumed a higher level of responsibility but does not want the employee working at that level on a permanent basis, the Employer will present the employee with a written list of duties which the employee is expected to cease performing.

ARTICLE 16 - MAINTENANCE OF STANDARDS

16.1 The parties agree that all conditions of employment relating to wages, hours of work, overtime differentials, vacations and all other general working conditions shall be maintained at not less than the highest minimum standard set forth in the Civil Service Rules of the City of Saint Paul and the Saint Paul Salary Plan and Rates of Compensation at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

ARTICLE 17 - LEAVES OF ABSENCE

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

17.2 **Sick Leave** - Sick Leave shall accumulate at the rate of .0576 of a working hour for each full hour on the payroll, excluding overtime. Sick leave accumulation is unlimited. To be eligible for sick leave, employees must report to their supervisor no later than one-half hour past their regular scheduled starting time. The granting of sick leave shall be subject to the terms and provisions of Resolution No. 3250 of the City of Saint Paul.

For absences due to sickness of seven (7) or fewer calendar days, the Employer shall require a physician's certificate or additional certificates only when there is reason to suspect abuse of sick leave or to verify that an employee is fit to return to his or her position. The Employer's requirement of a certificate under this section shall not be arbitrable.

ARTICLE 17 - LEAVES OF ABSENCE (Continued)

- 17.3 Any employee who has accumulated sick leave credits as provided above shall be granted leave with pay for such period of time as the Head of the Department deems necessary, on account of sickness or injury of the employee, quarantine established by a public health enforcement agency, 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; and may be granted leave with pay for such time as is actually necessary for office visits to a doctor, dentist, optometrist, etc.
- 17.4 **Leave Without Pay** - Any employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the State or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law.
- Such leaves of absence as are granted under Article 18 shall conform to Minnesota Statutes Section 192, as amended from time to time and shall confer no additional benefits other than those granted by said statute.
- 17.5 **Jury Duty** - Employees required during their regular working hours to appear in court as jurors or witnesses, except in their own behalf against the City, shall be paid their regular pay while so engaged, provided that any fees that the employee may receive from the court for such service shall be paid to the City and be deposited with the City Finance Director. Any employee scheduled to work a shift other than the normal daytime shift shall be rescheduled to work the normal daytime shift during such time as he/she is required to appear in court as a juror or witness.
- 17.6 **Education Leave** - Leave with pay may be granted for education purposes at the option of the Employer.
- 17.7 **Funeral Leave** - Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, shall be granted one day of such leave to attend the funeral of the employee's grandparent or grandchild.
- 17.8 An employee elected or appointed to a full-time paid position by the exclusive representative may be granted a leave of absence without pay for not more than one year for the purpose of conducting the duties of the exclusive representative.

ARTICLE 17 - LEAVES OF ABSENCE (Continued)

- 17.9 **Maternity and Parental Leave** - Pregnant employees of the City of Saint Paul shall be eligible for the use of paid sick leave and unpaid leave of absence in the same manner as any other disabled or ill City employee. Such paid sick leave eligibility shall begin upon certification by the employee's attending physician that the employee is disabled in terms of her ability to perform the duties of her position.

A twelve (12) month Parental leave of absence without pay shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. Such leave may be extended an additional twelve (12) months by mutual agreement between the employee and the Employer. Refusal on the part of the Employer to grant an extension of such leave shall not be subject to the provisions of Article 6 of this agreement.

Employees who return following such leaves of absence shall be placed in a position of equivalent salary and tenure as the one held just prior to the beginning of their leave.

- 17.10 An employee may use personal sick leave benefits provided by the employer for absences due to an illness of or injury to the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave benefits for the employee's own illness or injury. This section applies only to personal sick leave benefits payable to the employee from the employer's general assets.

For purposes of this section, "personal sick leave benefits" means time accrued and available to an employee to be used as a result of absence from work due to personal illness or injury, but does not include short-term or long-term disability or other salary continuation benefits.

- 17.11 An employee shall be granted up to a total of sixteen (16) hours during a school year to attend school conferences or classroom activities related to the employee's child, provided the conference or classroom activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Employer. An employee shall be allowed to use vacation or compensatory time for this leave; otherwise, this leave shall be without pay.

- 17.12 **Voluntary Unpaid Leave of Absence** - A full-time employee may be granted up to 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 or she were on the payroll. Any leave of absence granted under this provision is subject to approval of the Department Head.

ARTICLE 18 - MILITARY LEAVE OF ABSENCE

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

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

ARTICLE 19 - MANAGEMENT RIGHTS

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

19.2 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, and organizational structure and selection and direction and number of personnel.

ARTICLE 20 - DISCIPLINE

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

- 20.1(1) Oral reprimand;
- 20.1(2) Written reprimand;
- 20.1(3) Suspension;
- 20.1(4) Reduction;
- 20.1(5) Discharge.

20.2 Suspensions, reductions and discharges will be in written form.

ARTICLE 20 - DISCIPLINE (Continued)

- 20.3 Employees and the Union will receive copies of written reprimands and notices of suspension and discharge.
- 20.4 Any member of the bargaining unit may, during usual working hours, with the approval of the supervisor, review any material placed in the employee's personnel file, after first giving proper notice to the supervisor in custody of such file.
- 20.5 Discharges will be preceded by a five (5) working day preliminary suspension without pay. During said period, the employee and/or Union 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.
- 20.6 An employee to be questioned concerning an investigation of disciplinary action shall have the right to request that a Union representative be present.
- 20.7 Grievances relating to this Article shall be processed in accordance with the grievance procedure under Article 6.
- 20.8 Any written reprimand made concerning any member of this Bargaining Unit which is filed with the Office of Human Resources or within any City department shall be shown to the member before it is placed on file. Before the reprimand is placed on file, the City shall request from the employee an acknowledgment, in writing, that the reprimand has been read by said employee.

ARTICLE 21 - VACANCIES

- 21.1 The Human Resources Office will inform all departments that the department's timekeeper shall post notices of all job vacancies in their department at least five days before submitting a requisition to the Human Resources Office.

ARTICLE 22 - LEGAL SERVICES

- 22.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless, and indemnify employees against tort claims or demands, whether groundless or otherwise, arising out of alleged acts or omission occurring in the performance or scope of the employee's duties.
- 22.2 Notwithstanding Section 22.1, 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 23 - NO STRIKE - NO LOCKOUT

23.1 Neither the Union, its officers or agents, nor any of the employees covered by this agreement will engage in, encourage, sanction or support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this agreement, except as specifically allowed by the Public Employment Labor Relations Act. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties.

Any employee who fails to return to his/her full duties within twenty-four (24) hours of such warning may be subject to the penalties provided in the Public Employment Labor Relations Act.

23.2 No lockout, or refusal to allow employees to perform available work, shall be instituted by the Employer and/or its appointing authorities during the life of this agreement.

ARTICLE 24 - SEVERANCE PAY

24.1 The Employer shall provide a severance pay program as set forth in this Article.

24.2 To be eligible for the severance pay program, an employee must meet the following requirements:

24.2(1) The employee must be 58 years of age or older or must be eligible for pension under the "rule of 85" or the "rule of 90" provisions of the Public Employees Retirement Association (PERA). The "rule of 85" or the "rule of 90" criteria shall also apply to employees covered by a public pension plan other than PERA.

24.2(2) The employee must be voluntarily separated from City employment or have been subject to separation by layoff or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.

24.2(3) The employee must have at least ten (10) years of consecutive service under the classified or unclassified Civil Service at the time of separation. For the purpose of this Article, employment in either the City or in the Independent School District No. 625 may be used in meeting this ten (10) year service requirement. Years of service with ISD #625 will be excluded for employees hired by or transferred to the City of St. Paul after 3/31/2001.

24.2(4) The employee must file with the Human Resources Director a waiver of re-employment which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or re-employment (of any type) with the City or with Independent School District No. 625.

ARTICLE 24 - SEVERANCE PAY (Continued)

- 24.2(5) The employee must have accumulated a minimum of sixty (60) days of sick leave credits at the time of his/her separation from service.
- 24.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave, subject to a maximum of 200 accrued sick leave days.
- 24.4 The maximum amount of money that any employee may obtain through this severance pay program is \$6,500.
- 24.5 For the purpose of this severance program, a death of an employee shall be considered as separation of employment, and if at the time of his/her death, the employee would have met all of the requirements set forth above, payment of the severance pay will be made to the employee's estate or spouse.
- 24.6 For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is not considered a separation of employment, and such transferee shall not be eligible for the City severance program.
- 24.7 The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490.
- 24.8 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490, except in those cases where the specific provisions of this Article conflict with said ordinance, and in such cases, the provisions of this Article shall control.
- 24.9 The provisions of this Article shall be effective as of December 24, 1983.
- 24.10 Any employee hired prior to December 31, 1983 may, in any event, and upon meeting the qualifications of this Article or City Ordinance No. 11490, as amended by City Ordinance No. 16303, Section 1, Section 6, draw severance pay. However, an election by the employee to draw severance pay under either this Article or the ordinance shall constitute a bar to receiving severance pay from the other. Any employee hired after December 31, 1983 shall only be entitled to the benefits of this Article upon meeting the qualifications herein.
- 24.11 Sections 24.12 through 24.18 shall apply only to employees appointed on or after January 1, 1990 to a title covered by this agreement.
- 24.12 The Employer shall provide a severance pay program as set forth in Sections 24.13 through 24.18.

ARTICLE 24 - SEVERANCE PAY (Continued)

24.13 To be eligible for the severance pay program, an employee must meet the following requirements:

- 24.13(1) The employee must be voluntarily separated from City employment or have been subject to separation by lay-off or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.
- 24.13(2) The employee must file a waiver of re-employment with the Human Resources Director, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or re-employment (of any type), with the City or with Independent School District No. 625.
- 24.13(3) The employee must have an accumulated balance of at least eighty (80) days of sick leave credits at the time of his/her separation from service.

24.14 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum as shown below based on the number of years of service in the City.

Years of Service with the City		Maximum Severance Pay
At Least	20	\$ 5,000
	21	6,000
	22	7,000
	23	8,000
	24	9,000
	25	10,000

24.15 For the purpose of this severance program, a death of an employee shall be considered as separation of employment, and if at the time of his or her death the employee would have met all of the requirements set forth above, payment of the severance pay shall be made to the employee's estate or spouse.

24.16 For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is not considered a separation of employment, and such transferee shall not be eligible for the City severance program.

24.17 The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490.

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

ARTICLE 24 - SEVERANCE PAY (Continued)

24.19 Notwithstanding Section 24.11, any employee hired prior to January 1, 1990 may, upon meeting the qualification of Section 24.13, draw severance pay in accordance with Section 24.14. However, an election by the employee to draw such severance pay shall constitute a bar to receiving severance pay from any other. Any employee hired on or after January 1, 1990 shall only be entitled to the benefits of Sections 24.12 thru 24.18.

ARTICLE 25 - TEMPORARY EMPLOYEES

25.1 It is recognized that temporary employees are within the unit covered by this agreement, however, except as specifically provided by this agreement, temporary employees shall not have or acquire any rights or benefits other than specifically provided by the provisions of the Civil Service Rules and/or the Saint Paul Salary Plan and Rates of Compensation.

ARTICLE 26 - NONDISCRIMINATION

26.1 The terms and conditions of this agreement will be applied equally to employees without regard to, or discrimination for or against any individual because of race, color, creed, sex, age, disability, or because of membership or nonmembership in the Union.

26.2 Employees will perform their duties and responsibilities in a nondiscriminatory manner as such duties and responsibilities involve other employees and the general public.

26.3 Any member of the bargaining unit may file a grievance or discrimination complaint and there shall be no retaliation by the City of Saint Paul for such action.

ARTICLE 27 - SICK LEAVE USAGE FOR DEPENDENT CARE

27.1 In the case of a serious illness or disability of a parent or household member, the Head of the Department shall grant leave with pay in order for the employee to care for or make arrangements for the care of such sick or disabled persons. Such paid leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to 40 hours per incident. An employee may use sick leave for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave for his or her own illness. An employee may also use up to forty (40) hours per incident to arrange for the care of a seriously ill or disabled child.

27.2 The Head of the Department or the Director of Human Resources 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 Section 27.1 above. All such certificates shall be forwarded by the appointing officer to the Office of Human Resources.

ARTICLE 27 - SICK LEAVE USAGE FOR DEPENDENT CARE (Continued)

If an employee is absent because of the provisions of Section 27.1 for three or fewer calendar days he/she shall submit to the Head of the Department 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 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 to and approved by the Head of the Department and forwarded to the Office of Human Resources.

27.3 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.

27.4 An employee shall be paid under the provisions of this paragraph 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 28 SAFETY

28.1 The Employer and Employee shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an employee feels that his/her work duties or responsibilities require such employee to be in a situation that violates state safety laws or legally promulgated standards, the matter shall be immediately considered by the Employer.

28.2 For those employees required by the Employer to wear safety shoes or boots, the Employer agrees to contribute \$75.00 per calendar year toward the purchase of one pair of such shoes or boots and shall not be responsible for any additional cost for that year. Employees may carry over up to a total of \$150 for the purchase of shoes. Reimbursement shall be made only after investigation and approval by the immediate supervisor of the employees.

28.3(a) When the Employer establishes Labor/Management Safety Committees, the Union will select its' own members to participate.

28.3(b) When the Employer establishes Accident and Incident Review Boards, the Unions will not be required to participate.

ARTICLE 29 - UNIFORM REIMBURSEMENT

- 29.1 The size of all uniform reimbursements shall increase on the first day of each year of the contract by the same percentage amount as the general increase.
- 29.2 Fire Inspectors who are required to wear a specified uniform shall be reimbursed for uniform items purchased up to \$425.25 per calendar year.
- 29.3 Water Meter Technicians who are required to wear a specified uniform shall receive an initial issue and, thereafter, a uniform reimbursement for uniform items purchased up to \$258.96 per calendar year.
- 29.4 The Employer will pay the cost of laundering lab coats for Health Lab Technicians.
- 29.5 Community Liaison Officers who are required to wear a specified uniform shall receive a one-time uniform reimbursement for uniform items purchased up to \$300.00
- 29.6 Employees in the above sections of this article will be required to wear the uniform while on duty. Except for the Health Department Lab Technicians for whom the City provides laundry service, employees will also be responsible for the care and upkeep of their uniforms.
- 29.7 The Employer shall determine the process for the reimbursement of uniform items purchased.

ARTICLE 30 - SPECIAL EMPLOYMENT TITLES

- 30.1 Upon completion of 1040 working hours, excluding overtime hours, employees working in "Special Employment" titles recognized by the Bureau of Mediation Services as being appropriately included in this bargaining unit shall be eligible for benefits under this agreement on the same basis as all other employees covered by this agreement.

ARTICLE 31 - TERMS OF AGREEMENT

- 31.1 **Complete AGREEMENT and Waiver of Bargaining** - This agreement shall represent the complete agreement between the Union and the Employer. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement.

ARTICLE 31 - TERMS OF AGREEMENT (Continued)

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

31.3 **Term of Agreement** - This agreement shall be in full force and effect from January 1, 2001 thru December 31, 2002 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing that it desires to modify or terminate this agreement. In witness whereof, the parties have caused this agreement to be executed this _____ day of April, 2001.

(The date was handwritten in the original signature copy.)

31.4 This constitutes a tentative agreement between the parties which will be recommended by the Director of Labor Relations, but is subject to the approval of the Administration of the City and the City Council, and is also subject to ratification by Local Union No. 1842.

WITNESSES:

FOR THE CITY

**LOCAL UNION NO. 1842, DISTRICT
COUNCIL NO. 14 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES AFL-CIO**

Katherine L. Megarry
Director of Labor Relations

Kurt Errickson
Business Representative

Robin Madsen
President

**APPENDIX A
BIWEEKLY RATES**

Salary ranges applicable to titles covered by this Agreement shall be as shown below:

Effective January 1, 2001 (closest pay period)	2.725% increase
Effective January 1, 2002 (closest pay period)	3 % increase

GRADE 01A

527A MODIFIED DUTY WORKER-TECHNICAL
SALARY STEPS CREATED AS NEEDED - TITLE USED ONLY
UPON INSTRUCTION FROM - WORKER'S COMP.

GRADE 001

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	663.52	688.62	711.44	736.58	759.37	790.17	807.31	835.68	852.18	868.67
12/29/01	683.43	709.28	732.78	758.68	782.15	813.88	831.53	860.75	877.75	894.73

GRADE 002

12/30/00	677.25	703.51	724.01	749.07	776.49	803.93	822.13	855.34	871.83	888.30
12/29/01	697.57	724.62	745.73	771.54	799.78	828.05	846.79	881.00	897.98	914.95

GRADE 003

12/30/00	692.08	714.90	739.98	767.29	793.58	822.13	842.69	871.56	888.04	904.49
12/29/01	712.84	736.35	762.18	790.31	817.39	846.79	867.97	897.71	914.68	931.62

GRADE 004

12/30/00	709.18	728.59	753.68	780.95	813.02	842.69	858.68	890.07	906.57	923.06
12/29/01	730.46	750.45	776.29	804.38	837.41	867.97	884.44	916.77	933.77	950.75

GRADE 005

12/30/00	718.34	747.98	771.93	795.93	825.55	856.38	875.79	907.46	923.93	940.45
12/29/01	739.89	770.42	795.09	819.81	850.32	882.07	902.06	934.68	951.65	968.66

GRADE 006

12/30/00	734.29	757.14	787.88	814.12	844.92	875.79	894.04	929.44	945.94	962.41
12/29/01	756.32	779.85	811.52	838.54	870.27	902.06	920.86	957.32	974.32	991.28

GRADE 007

	A	B	C	D	E	F	10-yr.	15-yr.	20-yr.	25-yr.
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
12/30/00	750.24	776.49	803.93	831.19	863.24	896.31	919.12	953.77	970.28	986.76
12/29/01	772.75	799.78	828.05	856.13	889.14	923.20	946.69	982.38	999.39	1016.36

GRADE 008

12/30/00	768.52	793.58	824.11	851.69	883.72	919.12	939.70	973.48	989.97	1006.45
12/29/01	791.58	817.39	848.83	877.24	910.23	946.69	967.89	1002.68	1019.67	1036.64

GRADE 009

12/30/00	782.19	813.02	842.69	869.96	902.03	939.70	959.09	996.66	1013.13	1029.61
12/29/01	805.66	837.41	867.97	896.06	929.09	967.89	987.86	1026.56	1043.52	1060.50

GRADE 010

12/30/00	797.01	825.55	856.37	888.06	921.39	956.80	980.75	1017.44	1033.92	1050.42
12/29/01	820.92	850.32	882.06	914.70	949.03	985.50	1010.17	1047.96	1064.94	1081.93

GRADE 10R

548 RECREATION LEADER

	A	3mo.	6mo.	1-yr	2-yr	3-yr	4-yr	10-yr.	15-yr.	20-yr.
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
12/30/00	724.76	776.99	829.25	881.47	913.16	946.51	981.92	1005.86	1042.56	1059.03

25-yr.
(11)
1075.54

	A	3mo.	6mo.	1-yr	2-yr	3-yr	4-yr	10-yr.	15-yr.	20-yr.
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
12/29/01	746.50	800.30	854.13	907.91	940.55	974.91	1011.38	1036.04	1073.84	1090.80

25-yr.
(11)
1107.81

GRADE 011

12/30/00	815.30	844.92	875.79	904.13	943.11	980.75	1002.41	1040.62	1057.11	1073.61
12/29/01	839.76	870.27	902.06	931.25	971.40	1010.17	1032.48	1071.84	1088.82	1105.82

GRADE 012

	A	B	C	D	E	F	10-yr.	15-yr.	20-yr.	25-yr.
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
12/30/00	832.40	863.24	896.31	929.02	964.74	1002.41	1025.24	1064.97	1081.43	1097.92
12/29/01	857.37	889.14	923.20	956.89	993.68	1032.48	1056.00	1096.92	1113.87	1130.86

GRADE 013

12/30/00	852.95	883.72	919.12	949.71	989.91	1027.50	1053.74	1093.88	1110.36	1126.87
12/29/01	878.54	910.23	946.69	978.20	1019.61	1058.33	1085.35	1126.70	1143.67	1160.68

GRADE 014

12/30/00	871.19	902.03	939.70	972.73	1009.30	1049.20	1076.59	1115.92	1132.41	1148.88
12/29/01	897.33	929.09	967.89	1001.91	1039.58	1080.68	1108.89	1149.40	1166.38	1183.35

GRADE 015

340A VIDEO PRODUCTION ASSISTANT

12/30/00	889.49	921.39	956.80	993.31	1032.09	1076.59	1099.41	1142.54	1159.03	1175.50
12/29/01	916.17	949.03	985.50	1023.11	1063.05	1108.89	1132.39	1176.82	1193.80	1210.77

GRADE 016

037A SERVICE WORKER III

12/30/00	912.27	945.36	981.92	1019.54	1058.32	1099.41	1125.65	1170.37	1186.84	1203.34
12/29/01	939.64	973.72	1011.38	1050.13	1090.07	1132.39	1159.42	1205.48	1222.45	1239.44

GRADE 16U

	A	B	C	D
	(1)	(2)	(3)	(4)
12/30/00	11.42	13.93	16.44	18.92
12/29/01	11.76	14.35	16.93	19.49

GRADE 017

12/30/00	930.53	964.74	1002.41	1041.26	1082.28	1126.84	1157.60	1200.43	1216.91	1233.39
12/29/01	958.45	993.68	1032.48	1072.50	1114.75	1160.65	1192.33	1236.44	1253.42	1270.39

GRADE 018

	A	B	C	D	E	F	10-yr.	15-yr.	20-yr.	25-yr.
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
12/30/00	951.08	989.91	1027.50	1065.73	1109.68	1154.19	1181.57	1229.38	1245.89	1262.37
12/29/01	979.61	1019.61	1058.33	1097.70	1142.97	1188.82	1217.02	1266.26	1283.27	1300.24

GRADE 019

12/30/00	972.73	1009.30	1049.20	1091.77	1135.94	1181.57	1211.24	1258.37	1274.86	1291.34
12/29/01	1001.91	1039.58	1080.68	1124.52	1170.02	1217.02	1247.58	1296.12	1313.11	1330.08

GRADE 020

12/30/00	995.58	1034.35	1077.72	1122.25	1165.62	1212.40	1243.20	1291.97	1308.45	1324.96
12/29/01	1025.45	1065.38	1110.05	1155.92	1200.59	1248.77	1280.50	1330.73	1347.70	1364.71

GRADE 021

12/30/00	1019.54	1058.32	1099.41	1141.99	1189.55	1239.77	1271.70	1322.07	1338.55	1355.06
12/29/01	1050.13	1090.07	1132.39	1176.25	1225.24	1276.96	1309.85	1361.73	1378.71	1395.71

GRADE 022

- 121A ADAPTIVE RECREATION ASSISTANT
- 284A CITY PLANNING AIDE
- 618 DENTAL ASSISTANT
- 167 ENGINEERING AIDE I
- 313A HEALTH & ED ASST-CAMBODIAN/ENG
- 312A HEALTH & ED ASST-HMONG/ENG
- 311A HEALTH & ED ASST-SPANISH/ENG
- 064A HEALTH & EDUCATION ASSISTANT
- 410A LICENSE AND PERMIT AIDE
- 351A NUT ASST I-BILINGUAL HMONG/ENG
- 364A NUT ASST I-BILINGUAL SPAN/ENG
- 066A NUTRITION ASSISTANT I
- 606 WATER LABORATORY AIDE

12/30/00	1041.26	1082.28	1126.84	1175.86	1222.62	1273.99	1307.11	1357.99	1374.47	1390.95
12/29/01	1072.50	1114.75	1160.65	1211.14	1259.30	1312.21	1346.32	1398.73	1415.70	1432.68

GRADE 22E

 252A ENVIRONMENTAL HEALTH AIDE
 252M MODIFIED DUTY WORKER-TECHNICAL

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	5-yr. (7)	6-yr. (8)	10-yr. (9)	15-yr. (10)
12/30/00	1041.26	1082.28	1126.84	1175.86	1243.20	1293.39	1348.15	1399.49	1436.07	1495.82
	20-yr. (11)	25-yr. (12)								
	1512.30	1528.77								

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	5-yr. (7)	6-yr. (8)	10-yr. (9)	15-yr. (10)
12/29/01	1072.50	1114.75	1160.65	1211.14	1280.50	1332.19	1388.59	1441.47	1479.15	1540.69
	20-yr. (11)	25-yr. (12)								
	1557.67	1574.63								

GRADE 22L

 066L NUTRITION ASSISTANT I -- LARGE

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr (7)	15-yr (8)	20-yr (9)	25-yr (10)
12/30/00	1105.26	1146.28	1190.84	1239.86	1286.62	1337.99	1371.11	1421.99	1438.47	1454.95
12/29/01	1136.50	1178.75	1224.65	1275.14	1323.30	1376.21	1410.32	1462.73	1479.70	1496.68

GRADE 22M

 066M NUTRITION ASSISTANT I -- MEDIUM

12/30/00	1093.26	1134.28	1178.84	1227.86	1274.62	1325.99	1359.11	1409.99	1426.47	1442.95
12/29/01	1124.50	1166.75	1212.65	1263.14	1311.30	1364.21	1398.32	1450.73	1467.70	1484.68

GRADE 22S

 066S NUTRITION ASSISTANT I -- SMALL

12/30/00	1081.26	1122.28	1166.84	1215.86	1262.62	1313.99	1347.11	1397.99	1414.47	1430.95
12/29/01	1112.50	1154.75	1200.65	1251.14	1299.30	1352.21	1386.32	1438.73	1455.70	1472.68

GRADE 023

 373A COMMUNITY LIAISON OFFICER

12/30/00	1067.29	1109.68	1154.19	1197.87	1248.86	1301.39	1333.34	1382.32	1398.82	1415.32
12/29/01	1099.31	1142.97	1188.82	1233.81	1286.33	1340.43	1373.34	1423.79	1440.78	1457.78

GRADE 024

312 VALUATION & ASSESS AIDE I
 558 ASST. REC. CENTER DIRECTOR

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1094.88	1137.07	1182.68	1232.94	1284.28	1336.77	1369.83	1426.29	1442.79	1459.26
12/29/01	1127.73	1171.18	1218.16	1269.93	1322.81	1376.87	1410.92	1469.08	1486.07	1503.04

GRADE 025

318A FIRE AIDE
 893 MEDICAL ASSISTANT
 025A PLAN EXAMINER I

12/30/00	1118.82	1161.01	1211.24	1256.89	1309.37	1360.73	1397.21	1451.78	1468.26	1484.77
12/29/01	1152.38	1195.84	1247.58	1294.60	1348.65	1401.55	1439.13	1495.33	1512.31	1529.31

GRADE 026

015 ARCHITECTURAL DRAFTER TRAINEE
 168 ENGINEERING AIDE II
 579A LOAN SPECIALIST ASSISTANT
 580A LOAN SPECIALIST ASST-BILINGUAL
 324 VALUATION & ASSESS AIDE II

12/30/00	1145.01	1196.42	1243.20	1293.39	1348.15	1399.49	1436.07	1495.82	1512.28	1528.77
12/29/01	1179.36	1232.31	1280.50	1332.19	1388.59	1441.47	1479.15	1540.69	1557.65	1574.63

GRADE 027

12/30/00	1145.01	1197.55	1246.95	1298.02	1354.96	1414.37	1453.14	1508.52	1524.96	1541.49
12/29/01	1179.36	1233.48	1284.36	1336.96	1395.61	1456.80	1496.73	1553.78	1570.71	1587.73

GRADE 028

561A LIBRARY ASSOCIATE
 558A LIBRARY ASSOCIATE (PART-TIME)
 468A VIDEO PRODUCTION TECHNICIAN

12/30/00	1175.86	1221.49	1273.99	1326.51	1365.02	1445.17	1482.81	1544.45	1560.94	1577.45
12/29/01	1211.14	1258.13	1312.21	1366.31	1405.97	1488.53	1527.29	1590.78	1607.77	1624.77

GRADE 029

393A CITIZEN SERVICE ANALYST
 279A CITY PLANNING TECHNICIAN
 609A COMMUNICATIONS TECH TRAINEE
 369A DUPL EQUIP OPR (TWO-COLOR)
 112A LABORATORY TECHNICIAN I

12/30/00	1203.25	1255.77	1309.37	1361.90	1423.48	1485.12	1524.97	1587.32	1603.78	1620.29
12/29/01	1239.35	1293.44	1348.65	1402.76	1466.18	1529.67	1570.72	1634.94	1651.89	1668.90

GRADE 030

685 ACCOUNTING TECHNICIAN I
 016 ARCHITECTURAL DRAFTER
 615 GRAPHIC ARTS TECH--CITY PLNG
 197A HUMAN RIGHTS TECHNICIAN
 115A MEDICAL RECORDS PRACTITIONER
 067A NUTRITION ASSISTANT II
 078A PROJECT MANAGEMENT TECHNICIAN
 373 PUBLIC WORKS TECHNICIAN I
 357 VALUATION & ASSESS TECH I
 619A WATER METER TECHNICIAN
 523 WATER UTILITY TECHNICIAN I
 343A ZONING AIDE
 170B PROJ MGMT TECH - BILINGUAL

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1234.06	1286.54	1339.03	1398.39	1458.83	1522.70	1561.55	1627.79	1644.32	1660.76
12/29/01	1271.08	1325.14	1379.20	1440.34	1502.59	1568.38	1608.40	1676.62	1693.65	1710.58

GRADE 30T

705A IS INFO/TECH ANALYST I

	Start (1)	6 mo. (2)	1-yr (3)	1.5-yr (4)	2-yr (5)	2.5-yr (6)	3-yr (7)	3.5-yr (8)	4-yr (9)	10-yr (10)	
12/30/00	1234.06	1286.54	1339.03	1368.61	1398.39	1428.61	1458.83	1490.78	1522.70	1561.55	
									15-yr (11) 1627.79	20-yr (12) 1644.32	25-yr (13) 1660.76

	Start (1)	6mo. (2)	1-yr (3)	1.5-yr (4)	2-yr (5)	2.5-yr (6)	3-yr (7)	3.5-yr (8)	4-yr (9)	10-yr (10)	
12/29/01	1271.08	1325.14	1379.20	1409.67	1440.34	1471.47	1502.59	1535.50	1568.38	1608.40	
									15-yr (11) 1676.62	20-yr (12) 1693.65	25-yr (13) 1710.58

GRADE 031

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1263.71	1318.49	1373.27	1430.34	1494.26	1560.40	1602.63	1664.93	1681.42	1697.88
12/29/01	1301.62	1358.04	1414.47	1473.25	1539.09	1607.21	1650.71	1714.88	1731.86	1748.82

GRADE 032

125A HOUSING REHAB ADVISOR I
 200A LICENSE ENFORCEMENT AUDITOR
 863 LOAN SPECIALIST I
 612A LOAN SPECIALIST I (BI-LINGUAL)
 178 PRACTICAL NURSE
 171B HOUSING REHAB ADV I (BI-LING)

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1295.66	1353.87	1412.07	1467.96	1534.15	1603.75	1641.40	1714.68	1731.15	1747.63
12/29/01	1334.53	1394.49	1454.43	1512.00	1580.17	1651.86	1690.64	1766.12	1783.08	1800.06

GRADE 033

441 CLINIC NURSE
 138 DENTAL HYGIENIST

12/30/00	1327.62	1386.94	1447.47	1511.31	1574.13	1641.40	1689.33	1761.02	1777.51	1793.98
12/29/01	1367.45	1428.55	1490.89	1556.65	1621.35	1690.64	1740.01	1813.85	1830.84	1847.80

GRADE 034

686 ACCOUNTING TECHNICIAN II
 050A FIRE COMMUNICATIONS OPR I
 601A INFO & CONTROL SYS INT TRAINEE
 156A LICENSE AND PERMIT INSPECTOR
 374 PUBLIC WORKS TECHNICIAN II
 524 WATER UTILITY TECHNICIAN II
 632A PRINT PRODUCTION LEADWORKER

12/30/00	1361.90	1423.48	1485.12	1550.16	1618.62	1689.33	1734.98	1806.18	1822.66	1839.13
12/29/01	1402.76	1466.18	1529.67	1596.66	1667.18	1740.01	1787.03	1860.37	1877.34	1894.30

GRADE 035

253A ENVIRONMENTAL HEALTH INSPECTOR
 319A FIRE PREVENTION INSPECTOR I
 113A HEALTH LABORATORY TECHNICIANII
 047A HOUSING COUNSELOR
 253M MOD. DUTY WKR-ENV HEALTH INSP
 026A PLAN EXAMINER II
 289A REGISTERED RADIOLOGICAL TECHLG
 371 VALUATION & ASSESS TECH II

12/30/00	1398.39	1458.83	1522.70	1588.94	1659.70	1734.98	1779.48	1854.82	1871.32	1887.79
12/29/01	1440.34	1502.59	1568.38	1636.61	1709.49	1787.03	1832.86	1910.46	1927.46	1944.42

GRADE 036

122A ADAPTIVE RECREATION DIRECTOR
 051A FIRE COMMUNICATIONS OPR II
 126A HOUSING REHAB ADVISOR II
 869 REAL ESTATE SPECIALIST
 055A RECREATION CENTER DIRECTOR
 474 SURVEYOR

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1436.07	1498.77	1563.85	1632.28	1705.30	1782.90	1830.85	1908.08	1924.57	1941.07
12/29/01	1479.15	1543.73	1610.77	1681.25	1756.46	1836.39	1885.78	1965.32	1982.31	1999.30

GRADE 36T

706A IS INFO/TECH ANALYST II
 702A IS SYSTEMS SUPPORT SPEC III

	Start (1)	6 mo (2)	1-yr (3)	1.5-yr (4)	2-yr (5)	2.5-yr (6)	3-yr (7)	3.5-yr (8)	4-yr (9)	10-yr (10)
12/30/00	1436.07	1498.77	1563.85	1598.07	1632.28	1668.79	1705.30	1744.10	1782.90	1830.85
	15-yr (11)	20-yr (12)	25-yr (13)							
	1908.08	1924.57	1941.07							
	Start (1)	6 mo (2)	1-yr (3)	1.5-yr (4)	2-yr (5)	2.5-yr (6)	3-yr (7)	3.5-yr (8)	4-yr (9)	10-yr (10)
12/29/01	1479.15	1543.73	1610.77	1646.01	1681.25	1718.85	1756.46	1796.42	1836.39	1885.78
	15-yr (11)	20-yr (12)	25-yr (13)							
	1965.32	1982.31	1999.30							

GRADE 037

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1473.68	1536.45	1604.92	1673.89	1747.50	1827.41	1874.25	1957.88	1974.38	1990.87
12/29/01	1517.89	1582.54	1653.07	1724.11	1799.93	1882.23	1930.48	2016.62	2033.61	2050.60

GRADE 038

027A *PLAN EXAMINER III
 049A COMMUNITY EDUCATION/REC COORD
 548A INFO & CONTROL SYSTEM INT TECH
 604A PROJECT FACILITATOR I
 375 PUBLIC WORKS TECHNICIAN III
 870 REHABILITATION SUPERVISOR
 390 VALUATION & ASSESS TECH III
 525 WATER UTILITY TECHNICIAN III

12/30/00	1513.61	1576.40	1648.27	1719.02	1797.76	1874.25	1928.98	2008.89	2025.35	2041.84
12/29/01	1559.02	1623.69	1697.72	1770.59	1851.69	1930.48	1986.85	2069.16	2086.11	2103.10

GRADE 039

 093A AQUATICS MANAGER
 432A PAYROLL SYSTEM TECHNICIAN

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1551.29	1619.74	1691.59	1762.59	1843.42	1946.10	1979.21	2081.81	2098.30	2114.77
12/29/01	1597.83	1668.33	1742.34	1815.47	1898.72	2004.48	2038.59	2144.26	2161.25	2178.21

GRADE 040

 353 ACCOUNTING TECHNICIAN III
 616A APP SYS PROGRAMMER/ANALYST BOE
 871 BUSINESS RELOCATION SPECIALIST
 254A ENVIRONMENTAL HEALTH INSP SUPV
 921A HUMAN RESOURCES TECHNICIAN III
 169A LOAN SPECIALIST II
 522A SENIOR LICENSE INSPECTOR
 349A ZONING SPECIALIST

12/30/00	1592.36	1663.12	1738.44	1811.46	1893.61	1980.30	2032.81	2121.18	2137.66	2154.17
12/29/01	1640.13	1713.01	1790.59	1865.80	1950.42	2039.71	2093.79	2184.82	2201.79	2218.80

GRADE 40T

 707A IS INFO/TECH ANALYST III
 703A IS SYSTEMS SUPPORT SPEC IV

	Start (1)	6 mo. (2)	1-yr (3)	1.5-yr (4)	2-yr (5)	2.5-yr (6)	3-yr (7)	3.5-yr (8)	4-yr (9)	10-yr (10)
12/30/00	1592.36	1663.12	1738.44	1774.94	1811.46	1852.54	1893.61	1936.96	1980.30	2032.81

15-yr 20-yr 25-yr
 (11) (12) (13)
 2121.18 2137.66 2154.17

	Start (1)	6 mo. (2)	1-yr (3)	1.5-yr (4)	2-yr (5)	2.5-yr (6)	3-yr (7)	3.5-yr (8)	4-yr (9)	10-yr (10)
12/29/01	1640.13	1713.01	1790.59	1828.19	1865.80	1908.12	1950.42	1995.07	2039.71	2093.79

15-yr 20-yr 25-yr
 (11) (12) (13)
 2184.82 2201.79 2218.80

GRADE 041

 873 ENGINEERING ASSISTANT
 320A FIRE PREVENTION INSPECTOR II

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1634.57	1706.45	1784.08	1862.79	1947.23	2033.92	2089.84	2180.25	2196.75	2213.24
12/29/01	1683.61	1757.64	1837.60	1918.67	2005.65	2094.94	2152.54	2245.66	2262.65	2279.64

GRADE 042

605A PROJECT FACILITATOR II

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1679.10	1755.51	1833.15	1913.01	1998.58	2089.84	2148.03	2238.15	2254.65	2271.14
12/29/01	1729.47	1808.18	1888.14	1970.40	2058.54	2152.54	2212.47	2305.29	2322.29	2339.27

GRADE 043

12/30/00	1724.68	1801.19	1881.00	1959.65	2054.48	2144.61	2203.93	2299.57	2316.06	2332.55
12/29/01	1776.42	1855.23	1937.43	2018.44	2116.11	2208.95	2270.05	2368.56	2385.54	2402.53

GRADE 044

890 ACCOUNTING TECHNICIAN IV

12/30/00	1768.04	1849.07	1932.39	2021.40	2110.36	2205.09	2266.73	2365.57	2382.06	2398.58
12/29/01	1821.08	1904.54	1990.36	2082.04	2173.67	2271.24	2334.73	2436.54	2453.52	2470.54

GRADE 44T

708A IS INFO/TECH ANALYST IV

	Start (1)	6 mo. (2)	1-yr (3)	1.5-yr (4)	2-yr (5)	2.5-yr (6)	3-yr (7)	3.5-yr (8)	4-yr (9)	10-yr (10)
12/30/00	1768.04	1849.07	1932.39	1976.89	2021.40	2065.88	2110.36	2157.74	2205.09	2266.73

15-yr (11)	20-yr (12)	25-yr (13)
2365.57	2382.06	2398.58

	Start (1)	6 mo (2)	1-yr (3)	1.5-yr (4)	2-yr (5)	2.5-yr (6)	3-yr (7)	3.5-yr (8)	4-yr (9)	10-yr (10)
12/29/01	1821.08	1904.54	1990.36	2036.20	2082.04	2127.86	2173.67	2222.47	2271.24	2334.73

15-yr (11)	20-yr (12)	25-yr (13)
2436.54	2453.52	2470.54

GRADE 045

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1817.15	1895.89	1983.74	2068.91	2168.58	2268.99	2331.75	2433.91	2450.41	2466.92
12/29/01	1871.66	1952.77	2043.25	2130.98	2233.64	2337.06	2401.70	2506.93	2523.92	2540.93

GRADE 046

	A (1)	B (2)	C (3)	D (4)	E (5)	F (6)	10-yr. (7)	15-yr. (8)	20-yr. (9)	25-yr. (10)
12/30/00	1865.05	1948.37	2037.36	2128.66	2227.90	2330.64	2394.49	2495.29	2511.79	2528.28
12/29/01	1921.00	2006.82	2098.48	2192.52	2294.74	2400.56	2466.32	2570.15	2587.14	2604.13

GRADE 047

12/30/00	1917.56	1999.70	2092.13	2189.14	2284.93	2391.10	2457.26	2563.63	2580.11	2596.62
12/29/01	1975.09	2059.69	2154.89	2254.81	2353.48	2462.83	2530.98	2640.54	2657.51	2674.52

GRADE 048

12/30/00	1966.60	2055.62	2148.03	2241.96	2346.59	2452.67	2518.89	2631.95	2648.45	2664.94
12/29/01	2025.60	2117.29	2212.47	2309.22	2416.99	2526.25	2594.46	2710.91	2727.90	2744.89

GRADE 049

12/30/00	2021.40	2110.36	2205.09	2301.19	2412.77	2525.74	2594.20	2707.26	2723.71	2740.21
12/29/01	2082.04	2173.67	2271.24	2370.23	2485.15	2601.51	2672.03	2788.48	2805.42	2822.42

GRADE 050

12/30/00	2073.86	2170.86	2271.26	2371.75	2483.50	2597.60	2669.50	2785.99	2802.49	2818.98
12/29/01	2136.08	2235.99	2339.40	2442.90	2558.01	2675.53	2749.59	2869.57	2886.56	2903.55

GRADE 051

140B LIFE GUARD

	1st 500 (1)	2nd 500 (2)	3rd 500 (3)	4th 500 &+ (4)
12/30/00	7.96	8.22	8.47	8.73
12/29/01	8.20	8.47	8.72	8.99

GRADE 052

141B SENIOR POOL ATTENDANT

	1st 500 (1)	2nd 500 (2)	3rd 500 (3)	4th 500 (4)	5th 500 &+ (5)
12/30/00	9.50	9.76	10.02	10.27	10.53
12/29/01	9.79	10.05	10.32	10.58	10.85

GRADE 053

142B SWIMMING POOL SUPV

	1st 500 (1)	2nd 500 (2)	3rd 500 (3)	4th 500 (4)	5th 500 &+ (5)
12/30/00	11.04	11.30	11.56	11.81	12.07
12/29/01	11.37	11.64	11.91	12.16	12.43

GRADE 054

144B WATER SAFETY INSTRUCTR

	1st 500 (1)	2nd 500 (2)	3rd 500 (3)	4th 500 &+ (4)
12/30/00	8.47	8.73	8.99	9.25
12/29/01	8.72	8.99	9.26	9.53

APPENDIX B - CRITICAL INCIDENT RESOLUTION PAY

MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF ST. PAUL
and
AFSCME CLERICAL AND TECHNICAL UNITS

This agreement is entered into by and between the City of Saint Paul, Division of Information Services and the AFSCME Clerical and Technical bargaining units (Union).

1. Employees of the Division of Information Services (IS) who are telephoned at home or paged and are subsequently requested 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.
2. If the IS employee is represented by the AFSCME Clerical or Technical bargaining unit and resolution of the problem takes less than one and one half hours, the employee will be paid straight time for the two hour minimum. If the resolution of the problem takes more than one and one half hours, then the overtime provisions of the contract will apply.
3. The City and the Union agree that this language is experimental and shall not extend beyond the term of this Agreement unless both parties act affirmatively to renew or modify this clause in bargaining for the next contract.

CITY OF SAINT PAUL

LOCAL UNIONS NO. 2508 and 1842, DISTRICT
COUNCIL NO. 14 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES LEGAL

Katherine L. Megarry
Labor Relations Director

Kurt Errickson, Business Agent

Robert Steiner, President, Local 2508

Robin Madsen, President, Local 1842

APPENDIX C - COMMITMENT TO LMCHI

This letter confirms that the parties entered into the 2001-2002 agreement with the following intentions and expectations regarding the health insurance issues that face the City:

- The rising cost of health insurance is an issue of vital importance to both the City and its employees. The responsibility to contain these costs falls jointly on the City, its Unions and the employees.
- The City's Joint Labor-Management Committee on Health Insurance (LMCHI) is a longstanding forum that has successfully resolved issues of joint concern in the past.
- The parties to this letter believe the LMCHI is a forum that must continue to be supported. By signing this letter, the parties hereby renew their commitment to work in good faith on the LMCHI and support the bylaws of the committee which encourages the Administration of the City to seek a consensus recommendation from all the Unions prior to making any changes in plan design.

CITY OF SAINT PAUL

LOCAL UNIONS NO. 2508 and 1842, DISTRICT
COUNCIL NO. 14 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES LEGAL

Katherine L. Megarry
Labor Relations Director

Kurt Errickson, Business Agent

Terry Haltiner
Labor Relations Manager
Mgmt Co-Chair of LMCHI

Robert Steiner, President, Local 2508

Ron Guilfoile
Risk Manager

Robin Madsen, President, Local 1842