

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAINT PAUL
AND
AFSCME TECHNICAL, LOCAL 1842**

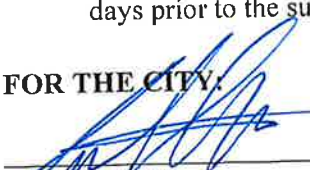
This Memorandum of Agreement (hereinafter "MOA" is entered into by The City of Saint Paul (hereinafter "City") and AFSCME Technical Local 1842, (hereinafter "Union") for the purpose of establish a competency-based internal testing process for the St Paul Regional Water Services. The City and AFSCME agree that the internal City employees will participate in the competency based internal testing for the following positions:

- Water Utility Technician II and III

The City and Union agree that the following Civil Service Rules, as modified, shall continue to be used in the administration of the competency based internal testing system:

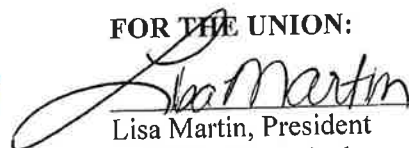
1. Civil Service Rule 6.B (Examination Contents) shall allow qualifying examinations, e.g., pass/fail for promotional candidates instead of an original entrant's exam. This rule, as modified, shall be used only for examinations used to determine eligible candidates for promotional vacancies in positions allocated to Water Utility Technician II and III in the St Paul Regional Water Services.
2. Civil Service Rule 7 (Eligible Lists) shall allow for promotion eligible lists established for vacancies in the St Paul Regional Water Services to remain in effect indefinitely.
3. It is further agreed to grievances arising from terms and conditions of employment in the City of St Paul Civil Service Rules and Salary Plan and Rate of Compensation shall continue to be processed through the procedure outlined in the current collective bargaining agreement between the City and AFSCME. Any grievances arising from alleged violations of the procedures established in said competency based internal testing systems shall also be subject to the aforementioned grievance procedure. However, because both parties acknowledge that the City retains inherent managerial rights to evaluate and select staff, any concerns regarding the substantive determinations of the Competency Review shall be appeals soled to the Civil Service Commission.
4. This MOA sets no precedent.
5. The MOA shall become effective when signed by both parties and shall renew annually thereafter unless one party provides written notice thirty (30) days prior to the sunset of the Memorandum of Agreement.

FOR THE CITY:


Jason Schmidt
Labor Relations Manager

4/29/24
Date

FOR THE UNION:


Lisa Martin, President
AFSCME Technical

4/26/24
Date