

PURCHASING & LICENSING COMMITTEE

12-0417R

RESOLUTION AUTHORIZING CITY OFFICIALS TO ENTER INTO A FIVE-YEAR CONTRACT WITH VISUAL COMPUTER SOLUTIONS, INC., FOR THE PURCHASE AND INSTALLATION OF A TIME AND ATTENDANCE SYSTEM IN THE AMOUNT OF \$241,340.36.

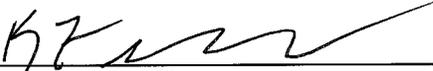
CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a contract with Visual Computer Solutions, Inc., substantially in the form of that on file in the office of the city clerk as Public Document No. _____, for the purchase and installation of a time and attendance system that will meet the needs of city departments and track and report various types of labor for a total of \$228,067.00 plus \$13,273.36 sales tax, a combined total of \$241,340.36, payable from the following accounts:

- \$189,632.52 from Capital Equipment Fund 250, Dept./Agency 015 (Administrative Services), Div. 2012 (Fiscal Year), Obj. (Capital Equipment), Project CE250-E1209;
- \$13,201.57 from Water Fund 510, Dept./Agency 500 (Public Works & Utilities), Div. 1905 (Capital), Obj. 5580 (Capital Equipment);
- \$17,298.60 from Gas Fund 520, Dept./Agency 500 (Public Works & Utilities), Div. 1905 (Capital), Obj. 5580 (Capital Equipment);
- \$9,104.53 from Sewer Fund 530, Dept./Agency 500 (Public Works & Utilities), Div. 1905 (Capital), Obj. 5580 (Capital Equipment);
- \$5,917.94 from Stormwater Fund 535, Dept./Agency 500 (Public Works & Utilities), Div. 1905 (Capital), Object 5580 (Capital Equipment); and
- \$6,185.20 Duluth Airport Authority Fund 590, Dept./Agency 590 (Airport Operations), Obj. 5201 (Computer Supplies/Software).

FURTHER RESOLVED, that the proper city officials are hereby authorized to pay the annual software and maintenance fee of \$24,000.00 per year for years two through five for a total amount of \$96,000.

Approved:



Department Director
Purchasing Agent Dto

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

MIS/PRCH DS:SW:le 08/12/2012

STATEMENT OF PURPOSE: This resolution authorizes the purchase and installation of a time and attendance system from Visual Computer Solutions, Inc., for a total of \$241,340.36, payable from the capital equipment, water, gas, sewer, stormwater, and Duluth airport authority funds and for the annual software and maintenance fee for years two through five for an amount not to exceed \$96,000. This time and attendance system will replace multiple antiquated time applications. The new innovative system will track employees' time more accurately and efficiently which will save money, minimize errors, increase efficiency in payroll processing, provide management reports, provide improvements in staff scheduling for regular time, overtime, paid time off. This system will also provide web-based accessibility for staff and management.

The purchasing division posted the initial request for proposals (RFP) May 11, 2011, on the city's website and emailed RFPs to vendors across the country. The city received seven proposals by the closing date, but none met the city's requirements, so the selection committee rejected all proposals and started over.

The purchasing division posted a revised request for proposals (RFP) July 6, 2011, on the city's website and emailed RFPs to vendors. The city received nine responses by the closing date. Then, city staff reviewed and scored proposals, invited four vendors to provide onsite demonstrations, and finally determined that Visual Computer Solutions, Inc., offered the best proposal for the cost.

Proposals
Time & Attendance
RFP No. 12-0490 (11-20DS)
Opened July 21, 2011

Automatic Data Processing, Inc. ADP Enterprise eTime	Bloomington, Minnesota
Andrews Technology HMS, Inc. NOVAtime Technology, Inc.)	Glen Head, New York
Empower Software Solutions	Orlando, Florida
IntelliTime Systems Corporation	Santa Ana, California
Kronos Incorporated	Chelmsford, Massachusetts
RT Vision	Little Falls, Minnesota
TimeClock Plus	San Angelo, Texas
TimeLink	Purchase, New York
Visual Computer Solutions, Inc.	Freehold, New Jersey

Requisition 12-0490

LICENSE AND SOFTWARE SUPPORT AGREEMENT

VISUAL COMPUTER SOLUTIONS, INC.

AND

CITY OF DULUTH, MINNESOTA

1. INTRODUCTION

- 1.1 This License and Software Support Agreement effective as of the date of attestation of Duluth City Council approval by the Duluth City Clerk (hereinafter referred to as the “Effective Date”), between **VISUAL COMPUTER SOLUTIONS, INC . (“hereinafter “VCS”)**, a corporation of the State of New Jersey, having its principal place of business at 4400 US Highway 9 South, Suite 3500, Freehold, New Jersey, 07728, and the **CITY OF DULUTH, MINNESOTA (hereinafter “Licensee”)**, a Minnesota municipal corporation, having its principal place of business located at 411 West First Street, Duluth , Minnesota, 55802.
- 1.2 WHEREAS, VCS is in the business of providing and licensing the use of software systems, providing related technical support services, and providing the training and installation of software systems; and
- 1.3 WHEREAS, Licensee issued a Request for Proposal (hereinafter “RFP”) to solicit proposals for a time and attendance system (hereinafter “Project”) for Licensee, said RFP and Project which are attached hereto and incorporated into this Agreement as **EXHIBIT A**); and
- 1.4 WHEREAS, VCS submitted a Project proposal (hereinafter “Project Proposal” attached hereto and incorporated into this Agreement as **EXHIBIT B**) in response to the RFP; and
- 1.5 WHEREAS, Licensee selected VCS based on its Project and the representations made by VCS in its Project Proposal; and
- 1.6 WHEREAS, based on representations made by VCS in its Project Proposal, the Licensee desires to retain VCS for providing and licensing its software systems, providing related technical support services, and providing the training and installation of those software systems as further described in both the Project and Project Proposal.
- 1.7 NOW, THEREFORE, in consideration of the promises and the mutual covenants, terms and conditions as hereinafter set forth, the receipt of which is acknowledged by both parties, the parties agree as follows:

2. DEFINITIONS

As used in this Agreement, the following definitions shall apply:

- 2.1 “Agreement” shall mean this Agreement between VCS and Licensee and all Schedules and Exhibits attached hereto.

- 2.2 “Confidential Information” shall mean any information (a) concerning employees’ personal information, trade secrets, methods, processes, procedures, or any financial or business information of either party, or (b) which is identified as proprietary or confidential. “Confidential Information” shall also include all data governed by Minnesota law pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, that is classified as something other than public.
- 2.3 “Documentation” shall mean the user manual(s) and any other materials supplied to Licensee by VCS.
- 2.4 “Safety (Fire and Police) Department Personal Leave and Vacation Scheduling and Seniority” means the terms and conditions of employment between the Licensee and its employees contained in Articles 13 and 24 of the 2011 collective bargaining agreement between the City of Duluth and Local 101 International Association of Fire Fighters (hereinafter “2011 Fire CBA” attached hereto and incorporated into this Agreement as **EXHIBIT C.**)
- 2.5 “Network” shall mean either a peer-to-peer or client/server environment.
- 2.6 “Program” or “System” shall refer to the proprietary standard computer software system owned by VCS known as TIMES, POSS, and FIRES, and any enhancements, add-ons, or modules.
- 2.7 “Product” shall refer to Program(s), System(s), and Documentation.
- 2.8 “Project” means time and attendance system for Licensee further described and incorporated into this Agreement as **EXHIBIT A.**
- 2.9 “Project Proposal” means the response provided to Licensee by VCS in response to Licensee’s RFP. “Project Proposal” is attached hereto and incorporated into this Agreement as **EXHIBIT B.**
- 2.10 “Request for Proposal” or “RFP” shall mean the Licensee’s Request for Proposal and Project documents dated July 6, 2011 outlining the required functional specifications for Licensee’s Project. Said RFP and Project are attached hereto and incorporated into this Agreement as **EXHIBIT A)**
- 2.11 “Annual Support & Upgrade Fee” or “ASUP” shall mean support and maintenance services for the Programs provided for by VCS pursuant to this Agreement.
- 2.12 “Software Support Fee” or “ASUP Fee” shall mean the applicable annual fee approved in writing by Licensee due for ASUP pursuant to this Agreement.
- 2.13 “Standalone” shall mean a single computer system, not capable of communication with another computer system.
- 2.14 “Open Data Base Connectivity” shall mean the manner in which third-party software programs show access to the Program data.
- 2.15 “Source Code” shall mean Program instructions that must be translated by a compiler, interpreter, or assembler into object code before execution.
- 2.16 “Third Party Software” shall include the following only as further described in RFP, Project, and Project Proposal:
- 2.16..1 Microsoft SQL Server;
 - 2.16..2 ASP.NET version 3.5;

- 2.16..3 New World Systems Finance and HR Payroll Application;
 - 2.16..4 Infor Enterprise Asset Management Application;
 - 2.16..5 RT Vision One Office Application; and
 - 2.16..6 Tiburon CAD System Application.
- 2.17 "Acceptance" shall mean upon Licensee's delivery of notice to VCS that (a) Product substantially complies with the current user and technical documentation for Product as required in Licensee's RFP and as described in VCS's Project Proposal, and (b) the Product otherwise operates in substantial accordance with such RFP, Project Proposal, and Documentation. Acceptance shall occur no later than ninety (90) calendar days after Product has been successfully installed and Licensee's users have been successfully trained.

3. GRANT OF LICENSE

- 3.1 VCS hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, perpetual, nontransferable license to (a) install the Program as provided to Licensee on one or more of Licensee's servers, and (b) use the Program subject to the terms and provisions of this Agreement.
- 3.2 VCS hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, perpetual, nontransferable license to use the Documentation subject to the terms and provisions of this Agreement
- 3.3 VCS hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, perpetual, nontransferable license to use the Program on a Licensee-networked computer system.
- 3.4 Under no circumstance shall Licensee create or attempt to create or permit others to create or attempt to create or reproduce or duplicate the Product or any part thereof except for an archival and backup of the product and one non-production test system, including archival and backup for Product, provided that non-production test system contain the proprietary rights notice affixed to the original. This does not restrict Licensee from copying reports or data that are produced by the Program.
- 3.5 Licensee may not decompile, disassemble, or reverse engineer the Program.
- 3.6 Licensee may not transfer, resell, or grant any other rights of any kind to any individual copy of the Product to any party.

4. LIMITATION TO A SPECIFIED HARDWARE OR SOFTWARE PLATFORM

- 4.1 Licensee shall be allowed to use Product in a Standalone environment or in a Licensee-networked environment.
- 4.2 VCS will insure that Program will function on Licensee's network and operating systems.
- 4.3 Licensee acknowledges that Program requires Third-Party Software to function. Licensee certifies that Licensee has Third-Party Software installed and operating.
- 4.4 Licensee acknowledges that the minimum hardware requirements listed below are met by Licensee to insure proper resource allocation to run TIMES program:
 - 4.4..1 Server Specification: Windows Server 2003 or later, 2GB memory, and Microsoft SQL Server 2005 or later;

- 4.4.2 Workstations: Pentium 4 running Windows XP, Windows 2000, Vista or Windows 7, and 17 inch monitor running at 768 by 1024 screen resolution and 2GB free hard disk space.
- 4.5 Licensee acknowledges that the minimum system requirements listed below are met to ensure the proper resource allocation to run the System's Web Portal module, if purchased by Licensee:
 - 4.5.1 Server Specification: must include IIS (Microsoft Internet Information Services)
 - 4.5.2 Software: ASP.NET version 3.5
- 4.6 Licensee acknowledges that VCS will be providing the following hardware to insure proper resource allocation to run the System's Personnel Audio Response System (PARS) providing VCS does not fully support this to be operational by the Licensee in a virtualized server environment:
 - 4.6.1 HP ProLiant DL380 Server (with RAID) –if required by Licensee in the event of no virtualized server;
 - 4.6.2 CTAD Runtime License;
 - 4.6.3 Port Analog Telephony Control;
 - 4.6.4 Vocalizer with unlimited maintenance and support; and
 - 4.6.5 All other hardware indicated in RFP, Project, Program, and Project Proposal.
- 4.7 Licensee acknowledges that if the Web Portal is to be used on Licensee's internal intranet, the same SQL Server which is installed will suffice. VCS strongly recommends using a separate server if Web Portal is to be used over the Internet.
- 4.8 Licensee acknowledges their responsibility in maintaining adequate system security and firewall capabilities. VCS claims no responsibility for network system security.

5. LICENSING, TRAINING, and OTHER FEES

- 5.1 Licensee hereby acknowledges that the one-time Licensing Fee for the TIMES, POSS, and FIRE Enterprise Edition and Modules included below shall not exceed \$120,000.00, which would entitle Licensee to use the Program for 1000 officers/employees of Licensee.
 - 5.1.1 Time and Attendance Software for unlimited number of Workstations;
 - 5.1.2 Employee Self Service Internet Portal;
 - 5.1.3 Timesheets and New World Payroll/HR Management and Interface;
 - 5.1.4 Training and Certification Management;
 - 5.1.5 Project, Extra Duty, and Special Event Invoicing;
 - 5.1.6 Court Alert;
 - 5.1.7 Safety Department Personal Leave and Vacation Scheduling and Seniority; and
 - 5.1.8 All other VCS Time and Attendance Software indicated in RFP, Project, Project Proposal, and Program

- 5.2 If Licensee's scheduling requirements exceed 1000 officers/employees, additional licenses for the Program shall be offered by VCS to Licensee at additional cost not to exceed \$150.00 per additional officer/employee.
- 5.3 Licensee hereby acknowledges that fee paid for the Personal Audio Response System (PARS) identified below shall not exceed \$12,600, providing VCS does not fully support this to be operational by the City in a virtualized server environment:
 - 5.3..1 HP ProLiant DL380 Server (with Raid) – 5
 - 5.3..2 CTADE Runtime License
 - 5.3..3 Port Analog Telephony Control Board
 - 5.3..4 Vocalizer with unlimited maintenance and support.
- 5.4 Licensee hereby acknowledges that VCS's fee for System training included below of Licensee shall not exceed \$35,000.00; said amount which shall include all travel, meals, and lodging expenses for VCS. VCS shall provide Licensee:
 - 5.4..1 online installation, data configuration, and training;
 - 5.4..2 Fifteen (15) full work days of on-site training in Duluth, Minnesota;
 - 5.4..3 Full implementation Plan for 1000 officers/employees; and
 - 5.4..4 All other Training indicated in RFP, Project Proposal, and Program.
- 5.5 Licensee hereby acknowledges that fee paid for the Posiflex Jiva 8315 15" Res Touch equipment (Quantity of 23) identified below shall not exceed \$60,467:
 - 5.5..1 Intel T3100 Dual Core Kiosk
 - 5.5..2 FB Attachment for Jiva TP8315
 - 5.5..3 Wall Mount Kit for Jiva TP8315
 - 5.5..4 Kiosk Configuration Const
 - 5.5..5 Kiosk Software

6. VCS'S RESPONSIBILITIES

- 6.1 VCS will install and implement a time and attendance system that shall meet all specifications further described in RFP, Project, and Project Proposal, including but not limited to the following:
 - 6.1..1 Will allow Licensee to track all employee time, including vacation/shift bidding;
 - 6.1..2 Is capable of various login types including, but not limited to, biometrics, internet, and phone;
 - 6.1..3 Is web (internet) based;
 - 6.1..4 Has import/export capabilities, and
 - 6.1..5 Has the ability to configure to all of Licensee's employment policies and collective bargaining agreements
 - 6.1..6 Robust reporting capabilities
- 6.2 VCS shall appoint sufficient VCS staff (hereinafter "VCS Project Team") of suitable skills, training, and experience to provide services in accordance with this Agreement.
- 6.3 Each member of VCS Project Team shall be responsible for the delivery of services required by Licensee pursuant to this Agreement and, as except as expressly agreed

upon in writing by Licensee, Licensee is not obligated to accept services of any non-VCS employee or any VCS employee not part of the VCS Project Team.

- 6.4 VCS shall comply with all federal and Minnesota law including, but not limited to, those governing service and deliverables. In the event that VCS's employees or contractors perform any services at Licensee's site, such employees and contractors shall also comply with applicable Licensee policies including, but not limited to, those governing harassment, discrimination, and security.
- 6.5 VCS will provide the modification costs listed in the RFP requirements at no additional charge; however VCS is not responsible for any fees charged by third party vendors.
- 6.6 VCS will provide reasonable and professional cooperation with other third party software vendors to create the RFP-defined software interfaces. A written scope of work will be provided by VCS in conjunction with the other third party software vendors in order to create said interfaces; however, VCS claims no responsibility for any delay of interface creation due to third party software vendors' lack of cooperation or communication.

7. FEES and PAYMENT TERMS

- 7.1 Licensee agrees to pay VCS no more than \$120,000.00 for software fees, no more than \$73,067.00 for hardware fees, and no more than \$35,000.00 for training fees, including one year of ASUP. Licensee agrees to make these payments as follows:
 - 7.1..1

Percentage of Total Payment	Completed Event for Licensee
10%	Execution of Agreement
50%	Installation of software on Licensee's hardware and completion of hardware unit testing
20%	Completion of licensee User Training
10%	Commencement of live testing for Project
10%	Project acceptance by Licensee
100% hardware Fees	Payable upon receipt of goods

- 7.2 Training facilities and equipment are the responsibility of the Licensee; However, VCS is solely responsible for insuring the Program is working, operating, and properly configured prior to providing the on-site training.
- 7.3 If for any reason Licensee cancels any or all training appointments for which VCS has secured non-cancelable or non-refundable travel arrangements, Licensee agrees to pay VCS any applicable and reasonable service charges, cancellation penalty fees, and/or increased fares directly caused by Licensee's cancellation.

- 7.4 If Licensee determines additional training beyond the terms of this Agreement are needed, VCS will advise Licensee of such in writing and prepare an estimate and proposed training agreement which shall only be valid if approved in writing by Licensee prior to additional training and wholly independent of the terms and conditions of this Agreement.
- 7.5 Under no circumstances is the total amount to be paid by Licensee pursuant to this Agreement, including the Project, RFP, Project Proposal, and Program to exceed \$228,067.00 plus Annual Support & Upgrade plan of \$24,000 per year for years 2 through four.
- 7.6 VCS's System is sold "as is." Licensee acknowledges that any requested software enhancements outside of the reasonable scope of the Project, RFP, Project Proposal, and Program shall be reviewed and implemented if VCS determines that the enhancements do not risk the integrity and/or reliability of the System. Any additional fees by VCS must first be approved in writing by Licensee before implementation of enhancements not covered by the Project, RFP, Project Proposal, and Program.
- 7.7 VCS SHALL NOT BE RESPONSIBLE FOR THE LICENSEE'S FAILURE OR DELAY TO ROLL OUT OR IMPLEMENT THE SOFTWARE WITH THEIR END USERS FOLLOWING PRODUCT TRAINING. No payment of any kind can be held back due to Licensee's delay or inaction regarding roll out or due to their scope of use of the System.

8. ACKNOWLEDGEMENT OF VCS'S OWNERSHIP RIGHTS

- 8.1 Licensee acknowledges that it obtains no ownership rights in the Product pursuant to this Agreement. All rights to the Product including, but not limited to, confidential information, trade secrets, trademarks, service marks, patents, and copyrights are, shall be, and will remain the property of VCS. All copies of the Product delivered to the Licensee remain the property of VCS.
- 8.2 The source code for the Program shall be held in escrow by VCS at its sole cost and expense, for the duration of the Agreement for the benefit of and to protect Licensee in the event that VCS no longer remains a solvent enterprise. At which time, the source-code shall be provided to Licensee and held for internal programming solutions and maintenance needs only. Such needs may be either internally administered or externally subcontracted by Licensee. However, in recognizing the intellectual ownership of the original code, at no time will Licensee provide the source code to any third party for monetary remuneration that would otherwise violate the original ownership rights for Program. Additional fees will apply should Licensee elect to escrow software with a third party vendor

9. WARRANTY AND DISCLAIMER; INFRINGEMENT

- 9.1 VCS warrants that the Program and Services included in the Program, Product, RFP, Project Proposal, Documentation, and this Agreement substantially and materially

- conform to the operation and functionalities described in the RFP and Project Proposal.
- 9.2 EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, VCS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM AND THE ACCOMPANYING WRITTEN MATERIALS.
- 9.3 Non-Infringement Warranty and Indemnification. VCS warrants that it has good title to the Product, Program, and Documentation, and the right to license its use to Licensee free of any proprietary rights of any other party or any other encumbrance whatsoever. VCS shall indemnify, hold harmless, and defend Licensee from any liability for damage, costs, or other loss incurred by Licensee in connection with any claim that the Product or Licensee's use thereof under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of another party; provided, however, that Licensee has given VCS prompt written notification of any such claim and VCS shall not admit liability on behalf of the Licensee. Should the Product, Program, or Documentation become the subject of a claim of infringement of a trade secret, trademark, copyright, or patent, VCS may, at its option and expense either:
- 9.3..1 Procure for the Licensee the right to continue to use the Product, Program, and Documentation as contemplated in this Agreement, or
- 9.3..1.1 Replace or modify the Product, Program, and Documentation to make its use non-infringing but still consistent with the terms of this Agreement. VCS agrees that Licensee's remedy hereunder shall not be limited to corrective action. This section shall survive termination or expiration of this Agreement.
- 9.4 Hardware and software manufactured or provided by companies other than VCS are not warranted by VCS. VCS shall insure that Licensee receives all warranties purchased through VCS directly from the manufacturer.
- 9.5 VCS warrants that services it provides pursuant to this Agreement, Program, RFP, and Project Proposal shall be performed in a workmanlike manner and will be performed by trained personnel and in accordance with standards applicable to the software services industry.
- 9.6 VCS represents and warrants that it will use commercially reasonable efforts and commercially reasonable methods to ensure that the performance of its obligations hereunder VCS does not compromise the security of the secure access to any systems located on Licensee's premises.
- 9.7 VCS warrants that all remote access to Licensee's systems by VCS will require Licensee's prior approval and will be conducted using reasonable commercial efforts and methods intended to minimize exposing Licensee to unauthorized access by third parties.

- 9.8 VCS warrants, to its knowledge at the time that the Project and Program is first made available to Licensee hereunder, that the Program does not contact any:
- 9.8.1 pre-programmed devices, such as “viruses”, “time bombs”, “worms”, “Trojan horses”, “malicious code”, or other similar components that will cause the Program or any component thereof, to become damaged, erased, inoperable, or incapable of performing, or
 - 9.8.2 Monitoring tools, media serialization, digital signatures, or digital watermarking.

10. INSURANCE AND INDEMNIFICATION

- 10.1 During this Agreement, VCS shall pay for and maintain in full force and effect the following insurance policies:
- 10.1.1 COMMERCIAL GENERAL LIABILITY insurance which shall include broad form personal liability and advertising liability, contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than \$1,500,000.00 per occurrence. VCS shall name Licensee as additional insured.
 - 10.1.2 COMMERCIAL AUTOMOBILE LIABILITY insurance endorsed for “any auto” with combined single limits of liability of not less than \$1,500,000.00 per occurrence. VCS shall name Licensee as additional insured.
 - 10.1.3 WORKERS’ COMPENSATION insurance as required under the New Jersey Labor Standards and Minnesota law. VCS shall name Licensee as additional insured.
 - 10.1.4 PROFESSIONAL LIABILITY insurance of not less than \$1,500,000.00 per claim. VCS shall name Licensee as additional insured.
- 10.2 VCS shall maintain copies of said insurance coverages and provide them to Licensee within ten (10) days written request by Licensee.
- 10.3 The COMMERCIAL GENERAL LIABILITY and COMMERCIAL AUTOMOBILE LIABILITY insurance policies shall name Licensee, its officers, officials, agents, employees, and volunteers as additional insureds. Said insurance policies shall be endorsed so VCS insurance shall be primary and no contribution shall be required from Licensee. VCS shall furnish Licensee with certificates of applicable insurance endorsements for all required insurance prior to this Agreement. Said insurance certificates must contain a 30-day notice of cancelation, non-renewal, and material change provisions and shall further provide that failure to give such notice to Licensee will render any such change or changes in said policy or coverages ineffective as against Licensee. VCS shall furnish Licensee with copies of the actual policies upon the request of Licensee at any time during this Agreement.
- 10.4 If at any time during this Agreement, VCS fails to maintain the required insurance coverage in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to VCS shall be withheld until notice is received by Licensee that the required insurance coverage has been restored

to full force and effect and that the premiums therefore have been paid for a period satisfactory to Licensee. Any failure to maintain the required insurance shall be sufficient cause for Licensee to terminate this Agreement.

- 10.5 If VCS should subcontract any portion of the work to be performed for Licensee under this Agreement, VCS shall require each subcontractor to provide insurance protection in favor of Licensee, its officers, officials, employees, agents, and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements must be on file with both VCS and Licensee prior to the commencement of any work by the subcontractor. Notwithstanding the foregoing, VCS shall not be relieved of any liability under this Agreement, Project, RFP, or Project Proposal on account of a subcontract.
- 10.6 VCS shall indemnify, hold harmless, and defend Licensee and its officers, officials, employees, agents, and volunteers from any loss, liability, fines, penalties, forfeitures, costs, and damages (whether incurred in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Licensee, VCS, or any other person, and from any and all claims, demands, and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. VCS's obligations under this section shall apply regardless of whether Licensee or any of its officers, officials, employees, agents, or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of Licensee or any of its officers, officials, employees, agents, or volunteers.

11. ANNUAL SUPPORT & UPGRADE ("ASUP")

- 11.1 The Annual Support & Upgrade Plan ("ASUP") shall consist of package upgrades and enhancements, Program bug fixes, e-mail support, web support, telephone support, refresher training webinars, and a training video library, and all services further described in this Agreement, Project, RFP, and Project Proposal.
- 11.2 ASUP is provided at no charge to Licensee during the first year of this Agreement
- 11.3 ASUP fees offered to Licensee for the next four (4) years shall not be greater than \$24,000 per year for Licensee.
- 11.4 Thereafter, annual ASUP fees offered to Licensee shall not increase more than three percent (3%) per year. VCS shall advise Licensee in writing of proposed ASUP fees for successive year at least ninety (90) calendar days before the expiration of each year from the date of execution of this Agreement.
- 11.5 VCS shall send an invoice to Licensee at least at least ninety (90) calendar days) prior to expiration of ASUP.
- 11.6 Licensee may terminate ASUP with or without cause at any time upon at least thirty (30) calendar days written notice to VCS.
- 11.7 If AUSP has been terminated or has lapsed, Licensee may reinstate, with written acceptance by VCS, its subscription to Software Support upon payment of (1) the ASUP Fee in effect at the time, plus (2) a reinstatement fee that is to be determined

by VCS based on the length of the lapse, the retail price of the Product, and any special work required to reinstate the Licensee's Product.

- 11.8 Licensee agrees and acknowledges that only VCS is authorized to service or maintain the Program. The Licensee is prohibited from providing access to the Compiled System Application by any party; other than the VCS, for the purpose of servicing, upgrading, maintaining, modifying, troubleshooting or repairing the Program
- 11.9 The Annual Support & Upgrade Plan (ASUP) is the on-going software maintenance that begins twelve (12) months from contract signing. It consists of package upgrades and enhancements, program bug fixes, e-mail support, web support, telephone support, refresher training webinars, 24/7/365 Support Portal and a training video library.
- 11.10 Additional training and custom enhancements are not included in the Implementation or ASUP Contracts.

12. TERM AND TERMINATION

- 12.1 This Agreement shall commence upon the Effective Date and continue for a period of one (1) year unless terminated earlier as provided herein. Licensee, at its sole discretion, may renew this Agreement for consecutive one-year terms upon either payment of the ASUP Fee or providing at least ten (10) calendar days written notice to VCS prior to the end of the preceding ASUP term.
- 12.2 VCS may terminate this Agreement upon at least thirty (30) calendar days written notice to Licensee that Licensee is failing to comply with any term and condition of this Agreement if such failure is not cured within said thirty (30) calendar days after written notice thereof. If a cure cannot be completed within said thirty (30) calendar day period through no fault of City, VCS may terminate this Agreement if the City fails to commence such cure within said thirty (30) calendar day period or fails to complete such cure as expeditiously as possible.
- 12.3 Licensee may terminate this Agreement under any of the following:
 - 12.3..1 VCS fails to meet the deadlines specified in the Project, RFP, and Project Proposal;
 - 12.3..2 If Program fails to achieve acceptance by Licensee within ninety (90) calendar days following commencement of live testing; or
 - 12.3..3 VCS's material breach of any representation or warranty as set forth in the Agreement, provided that such written breach is not cured by VCS within thirty (30) calendar days following receipt of written notice of such breach.
- 12.4 Upon termination of this Agreement for any reason other than breach by VCS, Licensee shall pay to VCS all fees due to VCS due through the Effective Date of such termination based on specific "Completed Events for Licensee" as specified in this Agreement.
- 12.5 Termination of this Agreement shall not extinguish any rights or obligation of the parties under applicable law, including but not limited to the parties' obligations related to protection of Confidential Information.

13. GENERAL PROVISIONS

- 13.1 Lawful Use. Licensee warrants that it has obtained lawful permission to use all hardware and other software required in order for the Program to be used on Licensee's computer system.
- 13.2 Waiver. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.
- 13.3 Entire Agreement. This Agreement constitutes the sole and entire agreement of the promises or agreements. There are no promises, covenants or undertakings other than those expressly set forth in this Agreement.
- 13.4 Duly Authorized. Licensee warrants that the signature executed on this Agreement is by a duly authorized employee, agent, or officer that is binding upon Licensee. VCS warrants that the signature executed on this Agreement is by a duly authorized employee, agent, or officer that is binding upon VCS.
- 13.5 Relationship of Parties. This Agreement is not intended nor should it be construed in any manner as creating or establishing the relationship of agents, partners, joint ventures, or associates between the parties hereto.
- 13.6 Modification. This Agreement shall not be modified or amended except by a separate written agreement Duly Authorized by both Licensee and VCS.
- 13.7 Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota. Venue for the purpose of filing and legal action regarding this Agreement shall be in St. Louis County, State of Minnesota.
- 13.8 Notice. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be given if delivered personally, transmitted by facsimile followed by a telephone confirmation of receipt, or sent by United States registered or certified mail, with postage paid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by the United States mail in the manner above-described shall be deemed sufficient service or given at the time of the mailing thereof.
- 13.9 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision, or part thereof, shall not affect the validity or invalidity of any other provision.

14. FURTHER TERMS AND CONDITIONS

- 14.1 All prices contained herein are subject to applicable state and local taxes.
- 14.2 VCS shall ship or deliver Program after receipt of Duly Executed Agreement and an official Purchase Order attached.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

CITY OF DULUTH, a Minnesota
municipal corporation

VISUAL COMPUTER SOLUTIONS, INC.
a corporation of the State of New Jersey

By: _____
Mayor Don Ness

By: _____
Its:

Attest:

By: _____
City Clerk
Date Attested:

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A



CITY OF DULUTH
PURCHASING DIVISION
 Room 100 City Hall
 411 West First Street
 Duluth, Minnesota 55802-1199
 218/730-5340 218/730-5922 FAX

July 6, 2011

REQUEST FOR PROPOSAL
11-20DS-A
Revised Time and Attendance System

Please provide the City of Duluth with a proposal for **A Time and Attendance System** per the attached REVISED functional system description, requirements and goals.

Please mark your proposal with the above number and title on the outside of the envelope and return to: City of Duluth, Purchasing, Room 100, 411 West 1st Street, Duluth, MN 55802 by 2 PM, Thursday, July 21st, 2011. If a Respondent did an original response, they can choose to address the areas of change in further detail of System Feature Requirements, External Interface Requirements and any additional scoring criteria and remit without doing the whole RFP over. Submit 5 copies of RFP or addressed changes for review by committee.

All proposals will be acknowledged aloud in room 106A of City Hall. Proposals will be reviewed by committee and scored according to the following established criteria:

- 1. Overall description introduction information.----- 5pts.
 - 2. The 7 required features (each feature weighted differently up to 70 pts).-----70 pts.
 - 3. Future costs of upgrades, training, support.-----10 pts.
 - 4. Ease of navigation and user friendliness (submit other users and contacts)----10 pts.
 - 5. Review of preferred additional features. (not requirements)-----5 pts.
 - 6. 4 external interface requirements. (5 pts each)-----20 pts.
- Total Pts.-----120 pts.**

The City of Duluth reserves the right to reject all proposals, to select more than one to give presentations if so desired by the City of Duluth, or to select the best one and enter into further negotiations with the vendor.

RFP information can be obtained by calling Purchasing or accessing the City of Duluth home page at www.duluthmn.gov . Scroll down to Bids and RFP to display current bids and RFP's. Click on the RFP and click again on documents.

Contact: Dennis Sears (218) 730-5003
 Purchasing Agent
dsears@duluthmn.gov

Thank you.

Revised

Functional Specifications for Time and Attendance System

Introduction

1. **Purpose** - To acquire a time and attendance system for the City of Duluth that will meet the needs of *all* departments.
2. **Intended Audience** - Fire, Police, Maintenance Operations, Utilities, Attorneys, Engineering, Fleet, exempt and non exempt staff
3. **Project Scope** - establishing a mechanism to accurately track and report various types of labor for the City of Duluth.

Overall Description

1. **Product Perspective** - To replace multiple existing database time keeping systems with a **single** system that will accommodate all departmental needs, simplifying the payroll process.
2. **Product Features** - Track all employee time worked; capability of various login types (biometrics, internet, phone, etc); web based; robust reporting capabilities; import/export capabilities.
3. **User Classes and Characteristics**
 - Fire Department - approximately 153 employees
 - Police Department - approximately 179 employees
 - Maintenance Operations - approximately 40 employees
 - Public Utilities - approximately 162 employees
 - Engineering - approximately 115 employees
 - Exempt/non-exempt/clerical - approximately 200 employees
 - Temporary - approximately 50 to 100 employees
4. **Operating Environment**
 - a. Microsoft Windows Server 2008 R2 - all servers (application, database, etc.) need to be able to run within a virtual environment
 - b. SQL 2008 R2
 - c. Web based
5. **User Documentation** - user manuals, online help and tutorials.

System Features

Required:

1. **Public Safety - specifically Police and Fire**
 - a. Electronically manage shift/vacation bidding; notifying employees automatically via email, work phone, cell phone, pager
 - b. Allow default schedules by work group including holiday rules
 - c. Provide real time daily rosters
 - d. Ability to perform FLSA calculations based on contract rules
 - e. Ability to contact large group of employees for emergency overtime
 - f. Ability to track all hours worked; ability to pay a specified amount of default hours (for consistency); ability to reconcile worked vs. paid
2. **Automation**
 - a. Automate staff scheduling process while following union contract language and best practices
 - b. Ability to view and update schedule for two week pay period on one screen
 - c. Electronically capture, in real time, work hours and requested/approved time off
 - d. Electronically manage time off requests - automatically notify employees and update timesheets

- e. Accurately manage leave and benefit accruals - vacation, comp, sick, personal, FMLA, etc
- f. Allow managers to view real time schedules by employee, department or shift for past, present and future dates
- g. Ability to restrict and limit pay codes by work groups
- h. Electronically manage overtime based on contract rules, qualifications, certifications, seniority and department rules; automatically notify employees via email, phone, etc
- i. Manage projects - schedules, time worked, accounting - with ability to export data
- j. Ability to track all time worked (paid or not paid) by project and be able to print informational reports

- k. Ability to charge overtime to various projects or specific departments/GL accounts
- l. Ability to send notifications to all employees
- m. Track and report all notifications and employee responses
- n. Ability to electronically approve assigned staff timesheets
- o. Display error message to approver if cycle hours are not met in pay period and notify appropriate staff
- p. Track and view all modifications made by user and date
- q. Ability to assign proxy approvers
- r. Ability to track approvals and send reminder notifications
- s. Ability to track certifications, training and test results
- t. Ability to create user defined fields

3. System

- a. Automatically create import/export files compatible with New World Systems and RT Vision/One Office
- b. Support unlimited pay codes
- c. Access system through intranet, internet, phone or smart phone

4. Integration

- a. Seamlessly integrate with New World Systems Logos.Net application

5. Reporting

- a. Ability to print timesheets for specified period of time
- b. Create standard reports for managers including labor costs
- c. Ability to create custom reports easily
- d. Ability to report historical data
- e. Ability to view, share, print, email reports on demand
- f. Ability to export reports to Excel
- g. Employee access reports to personal history, accrual balances and leave requests

6. Support

- a. Onsite training
- b. Detailed user manual
- c. Online help
- d. Online tutorials
- e. Technical support

7. Other

- a. User friendly
- b. Adaptable to large groups of employees covered under separate rules or union contracts
- c. Separate login for each employee - choice of biometrics, computer, phone
- d. One to one relationship between employee and approver
- e. Ability to override start/end times
- f. Utilize secure environment
- g. Support user defined rules

h. Ability to add or modify - including, but not limited to:

- Pay codes
 - Schedules
 - Rules
 - Login preferences by employee
 - Assigned approvers
 - Department assignments
 - Projects
 - User-defined fields
-

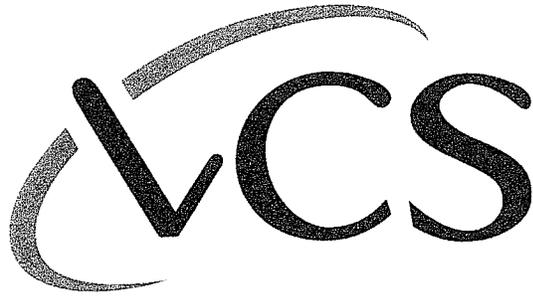
External Interface Requirements

- New World Systems Finance and HR Payroll application
- Infor Enterprise Asset Management application
- RT Vision One Office application
- Tiburon CAD System application (Police work cards)

Preferred (not required):

1. Automatically add meal allowance based on contract rules for overtime
2. Communicate with State of MN and Federal invoice systems for reimbursements on projects and grants
3. Seamlessly integrate with RT Vision project tracking application
4. Automatically generate invoices based on labor costs tracked by project

EXHIBIT B



Employee Scheduling and
Time & Attendance Systems

Request for Proposal

11-20DS-A

Revised Time and Attendance System

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Part 1: Introduction

Introduction

Visual Computer Solutions (VCS) is pleased to respond to the City of Duluth's RFP for a Time and Attendance System and proudly offers our suite of Time and Attendance Solutions as the most comprehensive choice for the City of Duluth. Because all of VCS' solutions work seamlessly with each other and are interchangeable, VCS shall be proposing a combination of a TIMES, Police Officer Scheduling System (POSS), and Fire Rescue Scheduling System (FIRES) as the best way to meet all the diverse time and attendance needs of the City of Duluth. VCS is confident that our corporation possesses not only the best "Commercial Off-the-Shelf" (COTS) Time and Attendance system, but also an experienced and dedicated staff ready to assist the City of Duluth in making this proposed project a huge success.

It's apparent that the City of Duluth is an agency fully embedded and supportive of its community and focused on providing for its citizens, not spending time bogged down with time and attendance-related paperwork. This RFP is a step in the right direction in realizing the goal of a more streamlined, efficient workplace in which City of Duluth employees can spend their time where it matters most.

Since 1998, VCS has built and sustained long-term alliances with hundreds of Municipalities, Police Departments, and Fire-Rescue Organizations throughout North America by providing progressive employee management systems for Time and Attendance, biometric identification, scheduling and emergency response notification procedures. A privately held company, VCS' philosophy for software design is to pair the most talented software engineers with current Municipal Administrators and Leaders in the interest of developing authentic software solutions that address the real needs of Municipal Government and their specific Time and Attendance issues.

VCS' Time and Attendance suite of products has helped our clients operate more efficiently, while at the same time saving them considerable amounts of time and money in the following ways:

- ❖ **Employee Overtime Accountability.** Fairly manage overtime opportunities according to last job worked, total overtime hours, or seniority; thus eliminating the cost of unnecessary overtime.
- ❖ **Management of Time Off.** Accommodate holiday, overtime, shift, and pay-period policies for exempt and non-exempt employees according to FSLA rules and regulations.
- ❖ **Eliminate Payroll Errors.** Automatically calculate hours worked; saving time and eliminating clerical and duplication errors. Direct transfer to your existing payroll system with the click of a button.
- ❖ **Web-Based Accessibility.** Empower employees via the Internet to request leave and access time balances. Enable supervisors to evaluate requests against real time balances and scheduled labor requirements.
- ❖ **Reduce Paperwork.** Eliminate timecards, timesheets, or handwritten attendance records. Supervisors can view, edit, and approve employee's time tracking information electronically.
- ❖ **Analysis Tools.** Easily access consolidated time off and overtime information for analysis, reporting, and financial planning. Print valuation graphs instantly for presentations.
- ❖ **Increase Productivity.** Reduce total costs (direct and indirect) of administering leave management policies. Streamlined operations and fair application of paid leave leads to a more productive workforce.
- ❖ **Reduce Potential Liabilities.** Effortlessly produce informational reports in response to grievances or community requests.

Introduction

Some of the more specific benefits of our Time and Attendance suite would include:



Automated Rules Based Scheduling: The user definable rules engine in throughout the suite ensures all Union Rules, State & Federal Laws and Departmental Best Practices are constantly followed resulting in lower costs and higher efficiencies.



Real Time – Time & Attendance: Biometric Time Clock, Card Readers and Key Fob options allow for Instant, accurate and efficient updating of all schedules, timecards and payroll data saving significant annual Payroll Costs.



Automated Notification System: The Personnel Audio Response System allows each City of Duluth to create rules based Alerts & Notifications that automatically Call, Text and Email Employees without the need for human intervention.



Overtime Management: The user definable rules engine, automated alerting and notifications and more than 100 customizable reports combine to allow departments to effectively track, manage and account for all overtime.



Special Event & Extra Duty Scheduling & Invoicing: Our Solution will create a separate rules set exclusively for Extra Duty/Special Event jobs while still considering all other schedules and leave. Systems will then create, track and deliver all resulting invoices.



Electronic Timesheet & Payroll Integration: The solution will record all working and non-working time for all employees, digitally track all leave requests and approvals to a paperless timesheet. Supervisors/staff electronically approve all timesheets and where the system will digitally delivers all payroll data to the City's financial Program.



Training Certification Management: Automate the creation, scheduling and management of all Training & Certification events and records. Use the reports to proactively notify employees of certification expirations before they expire.



Web-Based Access: Access the power of the solution from anywhere in the world through the dynamic and easy to use Employee Web Portal. Check schedules, request leave, sign up for extra duty and overtime from anywhere with an internet connection.



Cell Phone Access: Check schedules, request leave, sign up for overtime and check accrual balances and more all from your phone. Custom VCS Apps for the Blackberry, Droid and iPhone give employees even more functionality.



Court Scheduling Management: Court assignments/appearances can easily be created with seamless integration and consideration of scheduling information. Coordination with employees' schedules and automatic notification of changes to appearance requirements are just two of the benefits of the powerful scheduling tool.



Photo Identification: The Photo Identification System provides personnel a means of identifying themselves and their abilities for daily access to work locations and assignments.

Introduction

While other vendors attempt to provide “one-size-fits-all” Time and Attendance software that can be used in varying industries, VCS has chosen to exclusively serve the Municipal Government and Public Safety populations. With this unique focus, our *Time and Attendance Professionals* have developed highly customized software; taking into consideration the complex scheduling, auditing, payroll reporting, overtime allotment, and Fair Labor Standard rules that are inherently at the heart of all of your employee management issues. For over a decade, VCS Developers have consulted with dozens of Federal, State, and Local Government Administrators to ascertain and define the absolutely essential elements that should be in a comprehensive Time and Attendance system. The results of these collaborations are (4) highly-customized applications that are uniquely tailored to each specific agency.

- ✓ TIMES (Time & Attendance System for Municipalities)
- ✓ POSS (Police Officer Scheduling System)
- ✓ COSS (Correction Officer Scheduling System)
- ✓ FIRES (Fire Rescue Scheduling System)

VCS is a privately-held company that has demonstrated independent financial stability since its incorporation. Headquartered at 4400 US Highway 9 South in Freehold, New Jersey, our professional, Class “A” office boasts a state-of-the-art training facility in which instructional classes take place on a regular basis. VCS’ corporate structure lends itself to visionary software development, seamless installations, thorough product training, and outstanding customer support. The organization of our corporation is defined by the following departments: Software Development & Design; Visionary Software Programming Team; Software Implementation and Training Team; Help Desk/Time and Attendance Professionals; Client Management Team; Sales Representatives; Municipal Government Consultants/Trainers; Industry Partners.

By selecting the VCS Suite of time and attendance solutions, the City of Duluth will be entering a collaborative partnership with a corporation whose mission is to:

- provide Municipal Government agencies throughout the world with state-of-the-art human resources software, in an effort to improve the efficiency and quality of their work environments.
- believe that every one of our clients deserves the utmost respect, courteous attention, and quality customer service.
- value our relationships with Municipal Government agencies and organizations and take pride in supporting beneficial community programs.
- create unparalleled software solutions that address the rapidly changing technological requirements and governing laws of the Government industry.

Please forward all questions and information regarding this RFP to the following:

Visual Computer Solutions

Attn: Aaron Sullivan

Director of Sales

asullivan@vcssoftware.com

Phone: (949) 390-4387

Fax: (732) 730-1661

4400 US Highway 9 South, Suite 3500

Freehold, New Jersey 07728

Part 2: Features

1. Public Safety – Specifically Police and Fire

a. Electronically manage shift/vacation bidding; notifying employees automatically via email, work phone, cell phone, pager.

All aspects of requirement 1a are available within the proposed Time and Attendance solution. With more than 200 different Police and Fire Departments currently utilizing VCS Time and Attendance and Scheduling solutions throughout the Country, many of which conduct regular shift and vacation bids, we are very familiar with the challenges a manual bid system poses. While most departments will inform us that they conduct a simple seniority based bid, it has been our experience that each Police and Fire Department has their own special rules and exceptions that make their bid unique. It is for this reason that we have chosen to forgo the “one size fits all” approach to the bidding process and instead customize our core bidding solution to meet the specific needs of each department interested in automating their bidding process. VCS will be providing the same services to the City of Duluth as part of this proposal.

VCS will conduct an in-depth needs analysis of each department’s specific needs as it relates to any and all bidding activities they conduct. These investigations will lead to the creation of a scope of work document specifically outlining the deliverables that will make up the final solution. Each of these solutions will ensure that the City of Duluth Police and Fire Departments get exactly what they need in order to successfully automate their future shift and vacation bidding activities.

All VCS bidding solutions include:

- Web based system interface
- Time specific or queued employee notifications via phone, email, text message or pager
- Rules based Preference or Seniority based selections
- Centralized bidding administration
- Custom Reports
- Secure and encrypted bidding environment
- Bidding awards and resulting schedules are automatically created and displayed throughout the suite of Time and Attendance and Scheduling products
- Complete control of what employees can view and do throughout the bidding process
- Detailed audit trail of the entire bid process
- Detailed descriptions of all bid shifts and vacation items

b. Allow default schedules by work group including holiday rules.

System Features

All aspects of requirement 1b are available within the proposed Time and Attendance solution. The VCS Time and Attendance suite includes the ability to create a limitless number of work groups, each with their own customizable rule sets. Each Department at the City of Duluth will be able to create multiple work groups organized by their own specific hierarchy and organization methodology. Each work group can be managed by unique rule sets, schedules and views. The ability to apply default schedules and holiday rules by work group is an inherent part of the entire Time and Attendance suite.

c. Provide real time daily rosters.

All aspects of requirement 1c are available within the proposed Time and Attendance solution. Creating schedules, calendars and rosters could not be easier. Through the use of our exclusive schedule builder wizard and the accompanying electronic schedule matrix worksheet, the solution takes the guess work out of building schedules, calendars, and rosters. The user is automatically taken step by step through a visual wizard process that easily builds complex custom schedules, calendars, and rosters that incorporates all necessary staffing levels, certifications, specialties, and qualifications. These tools allow for numerous customized views that include the tracking of absences, expiration of certifications, training, and qualifications.

The screenshot displays the VCS Employee Scheduling and Time & Attendance Systems interface. At the top, the VCS logo is visible, along with the text "Employee Scheduling and Time & Attendance Systems". Below this is a navigation bar with tabs for ADMINISTRATION, REPORTS, UPDATE SCHEDULE, VIEW SCHEDULE, HOME, and LOG OUT. The main content area is titled "Daily Schedule" and includes a welcome message for "CAP Mitchell Little".

Navigation controls include a date selector set to "7/22/2011", a "Home" button, and a "Forward" button. A "Shift Group" dropdown is set to "PATROL", and an "Export To Excel" button is present. A summary table shows staffing levels for various units:

Shift Group	Value	Hours
K-9 Unit	0	0
Patrol	-3	-5
Supervisor	11	6
Detective	0	0
Dispatch	0	0
Traffic	0	0

The main roster is divided into three shift columns: Day Shift (07:00-15:00), Evening Shift (03:30-23:00), and Midnight Shift (21:45-07:45). Each column lists personnel by Post, Rank, Name, and Description. Below the roster, there are three summary rows for different days: 7/22/2011 (127/81), 7/23/2011 (101/81), and 7/24/2011 (102/81). Each summary row includes counts for Patrol, Supervisor, Detective, Dispatch, and Traffic.

At the bottom of the interface, there are three tabs for "Detective Day", "Dispatch Day", and "Patrol Day", each showing a list of personnel for that specific role and day.

d. Ability to perform FLSA calculations based on contract rules

All aspects of requirement 1d are available within the proposed Time and Attendance solution. FLSA tracking, reporting, and payroll integration is an inherent part of the VCS suite of Time and Attendance solutions and part of the custom rules creation process. The solution can prohibit personnel from violating FLSA rules, alert supervisors of impending FLSA threshold violations, and offer alternative scheduling options that don't violate FLSA laws. Violations of FLSA business rules generate alert pop-ups and are reported directly to the activity log. The software also allows employees to see real time balances of exactly where they are in an FLSA cycle.

e. Ability to contact large groups of employees for emergency overtime

All aspects of requirement 1e are available within the proposed Time and Attendance solution. The VCS Suite of Time and Attendance solutions include our Personnel Audio Response System or PARS. This integrated telephony technology will provide the City of Duluth with a dependable outbound and inbound communication lifeline to emergency personnel and employees. Relied upon in some of the most challenging environments in the Country for more than a decade, the PARS system continues to play a vital role in the contacting of large employee group call outs. Our Telephony technology uses state of the art hardware components by Intel and Dialogic and is seamlessly integrated throughout the entire Time and Attendance and Scheduling solution. With the PARS system, employees can receive critical department information such as vital emergency recall information, working requests, assignment changes, court notifications, extra duty assignment awards, training information and important messages from command staff and City supervisors. Employees are able to receive phone calls, emails, text messages and pages directly to their cell phone, home phone, pager and work phones. In addition, employees can call into PARS 24 hours a day 7 days a week and manage their schedule, submit leave requests, retrieve missed messages, check working statuses, and much, much more. With PARS, Command Staff and supervisors can eliminate the need to perform inefficient manual calls and notifications, manual roster and schedule updates and significantly reduce the countless hours managing employee leave requests. For more than a decade, our customers have relied on PARS to manage their most critical overtime and disaster communications processes.

Contacting employees during an emergency or critical overtime assignment is inefficient and time consuming under the best of circumstances. Add in the burden of union rules and departmental best practice adherence, multiple contact numbers, busy signals and messages machines, and a department may often find themselves in a stressful and reactionary environment. This is exactly why PARS is such an important part of any municipal Time and Attendance solution.

VCS enables the City of Duluth to specifically define how PARS contacts employees through multiple contact fields within each employee's user profile. Each contact field can house a cell phone, work phone, home phone, text message address, email address and pager number. Through the use of software staffing strategies, PARS can be configured to allow the City of Duluth to define the parameters of exactly who is contacted and in what order, how many attempts need to be performed before moving onto the next contact, how long to wait in between contacts, etc. With more than 200 law enforcement customers throughout the

System Features

Country, we have yet to run across a set of Union Rules or Departmental Best Practice that PARS could not automate.

f. Ability to track all hours worked; ability to pay a specified amount of default hours (for consistency); ability to reconcile worked vs. paid

All aspects of requirement 1f are available within the proposed Time and Attendance solution. The VCS suite of Time and Attendance solutions includes the ability to select a user definable amount of default hours to be worked each pay period or monthly cycle by each working group. The user can then choose to pay employees based on the default hours worked, actual hours worked or based on a reconciled formula that considers actual hours worked as compared to the default hours for that working group. Because the solution tracks every minute of every day that all employees are working or not working and is constantly applying the appropriate user definable working codes, leave exceptions and overtime reason codes, it is easy for the solution to accurately reconcile all worked and paid hours and provide exact figures of all differences. There are several reports included in the system to give appropriate supervisors the instant feedback they need to insure they are always in compliance with these payroll rules. The proactive nature of the software allows Schedulers to easily determine which employees may not meet these predetermined parameters and makes the adjusting of their schedules very easy and straight forward.

Code	Description
TMST	Blue Collar
FMBA	Cmnty Ser Offrs
CONF	Confidential
C/GDS	Crossing Guards
PBA	PBA
FDP	Sgt & above
SUPVR	Supervisor
TRPA	White Collar

Overtime Processing
 Work Group: PBA
 # of Hours Worked Before Overtime: 160
 # Number of Days in Work Period: 28 Use Pay Period Special Handling
 Count Time Earned Towards Overtime:
 Count Cash Earned Towards Overtime:

Holiday Overtime Processing
 OT Code Used for Holiday Overtime:
 Include Holiday OT when Recalculating OT:

Auto Generate Overtime
 Auto Generate Overtime
 Overtime Code: OTGEN
 Overtime Shift: GEN OT
 Payment Type: OT

Clock Timecards
 Deduct Unpaid Lunch From Punch Times
 For Report By Clock - Modify With Schedule
 Allowed Schedule Variance (minutes):

2. Automation

a. Automate staff Scheduling process while following union contract language and best practices

All aspects of requirement 2a are available within the proposed Time and Attendance solution. The VCS Time and Attendance solution easily creates a limitless number of shifts, rotations, assignments and schedules through the use of the VCS Schedule building wizards and templates. The software will also create a limitless number of complex rotations that can be applied to a single employee or an entire group or department. Because our solutions were initially designed for complex 24/7/365 Public Safety environments, that typically had multiple Union and Working groups to consider, our solutions are inherently simple to use, but deceptively powerful in their automation and management capabilities. Each employee in our system can have both a primary and alternate working schedule that the software automatically manages based on a resulting shift bid, or the application of one of the limitless user definable schedule templates. All schedule and roster updates occur in real time with the software analyzing and applying predefined departmental rules, guidelines. Anytime an employee's schedule is changed, a properly authorized supervisor can easily create the new assignment and schedule utilizing "from" the "through" dates allowing supervisors to create the change while still adhering to the proper effective date. Once the new schedule is properly defined in the system, the software automatically makes the necessary changes at the proper date and time selected. Additionally, emergency response, extra duty and special event staffing schedules can be pre-configured and ready for deployment at a moment's notice. These schedules can be pre-determined with staffing strategies that accommodate strict staffing rules.

Update Rotations

Code:

Description:

Start Date:

End Date:

Home Shift:

Show 2nd Shift

Work	Diff	Shift 1
4	3	DAYS 2
3	4	DAYS 3
3	4	DAYS 4
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	
0	0	

Change all Shift to:

Sliding Schedule

of Instances: Group:

of Days to Slide:

Buttons: Save, Close, New, Delete, Security, Build Template, Erase Template, View Sample

System Features

The VCS suite of Time and Attendance software offers multiple approaches to proactively managing scheduling vacancies on the rosters and schedules. For those situations that would be best resolved in a more manual manner, the software offers drag and drop features as well as right clicking on a particular staffing level alert allowing the user to manually select a candidate from a software recommended list of certified, qualified and available employees. These list are automatically sorted by the proper union and best practice lists predefined by the City of Duluth. These lists also include each candidate's preferred contact information and will automatically keep an indefinite audit trail of the supervisors staffing decisions.

Overtime Selection

Filter | Selection | Post

Search Criteria/OT Description

Date: 7/24/2011
Shift: MIDS Midnight Shift 2145-0745
OT Group: PAT Patrol
OT Reason: 631 Replace Patrol SICK
OT Times: 2145 745 10.
Selection Times: 2145 745
Employee can not work more than 16 hours in row.
Needed: 1

Sort By
 Overtime Sort # Seniority Total Overtime Worked

Post: TRF Traffic
CFS #: A2984790 Reference #: #00093847
Order Number: ORN029830
Overtime List: EDB

Reason Text
Replacing Sullivan who called off sick due to his continued Flu.

Find Now

Security Close

System Features

When a more semi-automated decision is more appropriate, the software will assist supervisors and schedulers who can right click on the roster or schedule and choose to launch the automated vacancy filling process inherent throughout the software. First, the rules engine will determine the appropriate staffing strategy based in part on the urgency of the request. This is done by the software automatically calculating the difference between the current date and time and the date and time of the vacant shift. The result is then compared to multiple pre-defined City of Duluth staffing strategies. Once the proper strategy is determined, the information is delivered to the rules engine that will create the appropriate list of certified, qualified and available candidates as determined by the appropriate union and work group rules. Once this list is created, it is sent to the Personnel Audio Response System or PARS. This powerful telephony software and hardware will methodically call, email, text and page all appropriate candidates in the correct order and allow them to dynamically respond to each offer. Each time an employee receives a call from PARS or logs into the time and attendance system via internet, intranet or cell phone, they are prompted to enter their unique employee ID and secure password in order to identify themselves. Once identity is authenticated, they are offered any and all work offerings they qualify for and may be given the option to accept or reject the assignment. Should the rules allow the employee to reject a work offering and the employee choose to reject, the software will record the date and time of the rejection and move on to the next appropriate candidate. Supervisors can audit this process in real time and manually take over the process should they desire. Once an employee accepts an offer to work, the software automatically updates all appropriate rosters, schedules, calendars and time cards in real time and then documents all contact efforts and results in the activity history.

Code	Name	Last Called	Last Worked
1208	SGT Scott Kenny	7/20/2011	11/9/2010
1201	CAP Mitchell Little	5/23/2011	11/8/2010
1204	CPL Hazel Benjamin	7/20/2011	11/8/2010
1216	PTL Ralph Stocco	7/20/2011	6/20/2011
1231	PTL Luciano Sulsen	3/23/2011	3/23/2011
1232	PTL Daniel Schmitz	11/8/2010	10/26/2010
1239	PTL Dennis Mansfie	11/8/2010	11/8/2010
1242	PTL Gary Flynn	11/8/2010	11/8/2010
1243	PTL Christopher Lic		
1245	PTL Alexander Delle	3/23/2011	3/23/2011
1255	PTL Robert O'Neill	4/27/2010	4/27/2010
1257	K9 Keith Diehl	2/2/2011	7/22/2010
1260	PTL Daniel Sysol	2/2/2011	7/14/2010
1264	PTL Jonathan Turner	9/30/2010	9/30/2010

Employee Details

Name: 1208 SGT Scott Kenny

Phone: (732)730-9009

Pager: (732)442-9847

Mobile: (908)216-0994

Print Listing

Security Close

System Features

The City of Duluth will undoubtedly want to completely automate some staffing decisions and the VCS suite of time and attendance solutions is more than capable of accurately and efficiently managing the entire process described above without the need for human intervention. The user definable rules engine, staffing strategies and minimum staffing level features will all work in concert to automatically launch the appropriate activity as soon as staffing shortages are identified anywhere on the schedule. For example, should a day shift employee request vacation through the secure VCS employee web portal at midnight the previous day, the time and attendance system will automatically reconcile the request against the minimum staffing levels for that day and determine the appropriate action. Should the system determine that a vacancy need to be filled, the system will automatically kick off the processes described above and in most cases fill the vacancy before a supervisor is even aware there was a vacancy to begin with.

Daily Schedule | Single Shift Schedule | Weekly Schedule | Monthly Schedule | Yearly Schedule | Blotter | Notes | **Staffing Levels by Hour**

Validation Shift: Patrol Show/Hide Shifts Validate

Needs By Hour

Level	0000	100	200	300	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
K-9 Unit																								
Patrol																								
Supervisor																								
Detective																								
Dispatch																								
Traffic																								

Rules By Hour

Level	0000	100	200	300	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
K-9 Unit	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Patrol	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Supervisor	4	4	4	4	4	4	4	3	3	3	3	3	3	6	3	3	3	3	3	3	3	3	6	3
Detective	2	2	2	2	2	2	2	2	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Dispatch	4	4	4	4	4	4	4	4	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
Traffic	1	1	1	1	1	1	1	1	1	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2

Show/Hide Details | Combine employee detail

Name	Shift	0000	100	200	300	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	
Nesta, Brian LT	MIDS	Sup	Sup	Sup	Sup	Sup	Sup	Sup															
Potter, Anthony SGT	DAYS								Sup	Sup	Sup	Sup	Sup	Sup	Sup	Sup							
Reilly, Kevin SGT	DAYS								Sup	Sup	Sup	Sup	Sup	Sup	Sup	Sup							
Laffan, Thomas SGT	MIDS	Sup	Sup	Sup	Sup	Sup	Sup	Sup															
Belcher, Michael SGT	EVES															Sup	Sup						
McCallum, David SGT	DAYS								Sup	Sup	Sup	Sup	Sup	Sup	Sup	Sup							
Maloney, Raymond SG	MIDS	Sup	Sup	Sup	Sup	Sup	Sup	Sup															
Spahr, Edward CPL	DAYS								Pat	Pat	Pat	Pat	Pat	Pat	Pat	Pat							
Balfrey, Kenneth CPL	EVES															Pat	Pat						
Kaminski, Paul CPL	DAYS								Pat	Pat	Pat	Pat	Pat	Pat	Pat	Pat							
Rader, Ronald PTL	DAYS								Pat	Pat	Pat	Pat	Pat	Pat	Pat	Pat							

One of the original goals of the very first iteration of the VCS Time and Attendance system some 14 years ago was to transition our customers from a reactionary time and attendance and scheduling environment to a much more proactive and transparent one. The City of Duluth will soon discover that VCS has more than achieved this goal and our best of breed solutions are a perfect choice to overcome the challenges described in this RFP.

System Features

b. Ability to view and update schedule for two week pay period on one screen.

All aspects of requirement 2b are available within the proposed Time and Attendance solution. The VCS Time and Attendance suite comes with several user definable schedule views including multiple views that allow the user to see a two week pay period on one screen and if properly authorized, right click on a particular day and employee in order to edit work codes, times, overtime reason codes, leave exceptions, etc.

The screenshot displays the VCS Time and Attendance software interface. At the top, there are navigation tabs: Daily Schedule, Single Shift Schedule, Weekly Schedule, Monthly Schedule, Yearly Schedule, Blotter, Notes, and Staffing Levels by Hour. Below these is a search and filter section with fields for Code, Name, and Refresh. A grid shows the schedule for various employees across 14 days. On the right, a 'Request/Schedule a Block Of Days Off' form is open, showing details for Mitchell Little, including current year balance (277.00), used balance (124.00), and a request for 10 hours of VAC (Vacation) starting on Sunday, July 17, 2011. The form includes fields for Employee, From Date, To Date, Reason, Reference #, Times, Hours To Deduct, and Reason Text. There are also checkboxes for 'Clear Post Assignments', 'Print Receipt', 'Email Receipt', 'Clear Car Assignments', and 'Report Type' (Report/Form).

Code	Name	1	2	3	4	5	6	7	8	9	10	11	12	13	14
DAYS TEAM 2															
Lopez,M SGT		2	2	2	2	2					2	2	2	2	
Gisbert,M PTL		2	2	2	2	2					2	2	2	2	
Irwin,R PTL		2	2	2	2	2					2	2	2	2	
Brown,M PTL		2	2	2	2	2					2	2	2	2	
Maze,M PTL		2	2	2	2	2					2	2	2	2	
Reyes,M PTL		2	2	2	2	2					2	2	2	2	
Williams,K PTL		2	2	2	2	2					2	2	2	2	
Stracke,M PTL		2	2	2	2	2					2	2	2	2	
DAYS TEAM 3															
Goldsmih,M LT	3	3						3	3	3					3
Sullivan,M SGT	3	3						3	3	3					3
Mahr,M PTL	CZ	3						3	3	3					3
Alexis,M PTL	G			G	G	G	G	G	G			G	G	G	G
Sullivan,T PTL	3	3						3	3	3					3
O'Neil,A PTL	3	3						3	3	3					3
Guevara,M PTL	3	3						3	3	3					3
Clark,M PTL	3	3						3	3	3					3
DAYS TEAM 4															
Pooman,M SGT	4	4						4	4	4					4
Ebert,M PTL	4	4						4	4	4					4
Truscott,M PTL	4	4						4	4	4					4
Smith,D PTL	4	4						4	4	4					4
Hunter,M PTL	4	4						4	4	4					4
Moulder,M PTL	4	4						4	4	4					4
Stenn,M PTL	4	4						4	4	4					4
Hay,M PTL	4	4						4	4	4					4

c. Electronically capture, in real time, work hours and requested/approved time off.

All aspects of requirement 2c are available within the proposed Time and Attendance solution. The VCS time and attendance solution combines exceptions based time reporting with several options for real time employee time capture. Properly authorized employees can update their time via their calendar, schedule view, roster and time sheet. Employees can access the system via the City's intranet, the VCS secure web portal or by placing a call into the Personnel Audio Response System (PARS). Those employees required to punch a clock can do so by securely logging into the software and entering the "Punch" area, or by utilizing any of the optional VCS card swipe, key fab or biometric time clocks. The Software will automatically track and report hours, leave requests and leave approvals in real time. Supervisors are not

System Features

only automatically contacted whenever a subordinate makes a request, but there are several tools at their disposal to find, verify and process all outstanding requests in the system. These requests can be processed one at a time, or as part of a queue process in which several dozen requests can be processed simultaneously. As with most items in the VCS solution, a complete audit trail is maintained as to when the request was entered and by who, as well as any edits to the request and the ultimate dispensation of the request. This process is completely electronic and comes with several reporting, export and interfacing capabilities.

Status	Employee	Date	Shift	Reason	Section	Times	Hours	Balance of Time
Requeste	Michael Browne	6/20/2011	Day Shift 0700-1500	Sick	Both	700 1500	8	241.5
Requeste	Stephen Ausin	6/20/2011	Evening Shift 1330-2330	Military	Both	1330 2330	10	0
Requeste	Guy Maire	6/20/2011	Midnight Shift 2145-0745	Vacation	Both	2145 745	10	198
Requeste	Mike Reyes	7/5/2011	DAYS 2 SUN-WED 0500-1630	Holiday	Both	600 1630	10.5	0
Requeste	Mitchell Little	7/19/2011	Admin 0830-1630	Vacation	Both	830 1630	8	277
Appr	Christopher Licata	7/20/2011	Day Shift 0700-1500	Sick	Both	700 1000	3	793

d. Electronically manage time off requests – automatically notify employees and update timesheets.

All aspects of requirement 2d are available within the proposed Time and Attendance solution. The VCS suite of Time and Attendance solutions will manage time off requests electronically and automatically notify the requesting party's supervisor or a group of appropriate supervisors of the request. As described in 2C above, the software keeps supervisors and employees continually updated electronically throughout the approval process. All rosters, schedules, calendars and timesheets are immediately updated. Any relevant data going to New World Systems Finance and HR Payroll, Infor Enterprise Asset Management, RT Vision One Office or Tiburon Computer Aided Dispatch is also processed and updated automatically.

System Features

e. Accurately manage leave and benefit accruals-vacation, comp, sick, personal, FMLA, etc.

All aspects of requirement 2e are available within the proposed Time and Attendance solution. The VCS Time and Attendance suite includes a powerful and easy to use Accrual Management system. Users can manage a limitless number of user definable leave and benefit accruals. The City of Duluth will be able to create a limitless number of Union, Collective Bargaining and working groups and apply unique accrual rules for each leave and benefit item. These rules can include several different allotment steps, allotment rates, allotment frequency timeframes, effective dates and maximum allowable accrual amounts. Employees can be separated into New Hires and Existing Employees to allow for probationary periods and special dispensations.

The City of Duluth may choose to keep the New World Finance and HR system as the system of record and send updated accrual data to VCS at the end of each pay period. Our existing New World interface can easily accomplish this task automatically without the need for human intervention.

Update Allotted Days Off by Step X

Work Group: PBA

Code	Description
BD	Birthday
COMF	Comp
FURL	Furlough Day
HOL	Holiday
K-9M	K-9 Maintenance
PER	Personal Day
SIK	Sick
SW	Switch
TCLS	Twp. Closing
VAC	Vacation

Refresh

Vacation

New Hires

Hired On or After	Hired On or Before	Allotted

Existing Employees

Year	Allotted	Max Amt	Frequency	Day	Step Effective
1	96.00		Pay Period: First Day		12/31
2	96.00		January		12/31
6	136.00		January		12/31
11	176.00		January		12/31
16	216.00		January		12/31
26	256.00		January		12/31
0					
0					
0					
0					
0					
0					
0					

If more than one allotment is to be given in a year, for example, January and Anniversary, then both must be entered for that year.

Save

Close

Print

Security

Help

System Features

f. Allow managers to view real time schedules by employee, department or shift for past, present and future dates.

All aspects of requirement 2f are available within the proposed Time and Attendance solution. All properly authorized managers can view real time schedules by employee, Department, Shift, specialty, area, status, etc. All schedules are up to the minute and can be customized with several user definable views depending on the information desired. There is no limit to the accessibility of past, present and future scheduling data kept in the VCS system. Multiple date ranges allow managers to see real time schedules from the time of system implementation to more than 20 years into the future.

Licata, Christopher - 2011		Licata, Christopher		Request App/Stip	Approved Denied	Close	Print
January		February		March		April	
1	D	1	D	1	D	1	D
2	D	2	D	2	D	2	D
3	D	3	D	3	D	3	D
4	D	4	D	4	D	4	D
5	D	5	D	5	D	5	D
6	D	6	D	6	D	6	D
7	D	7	D	7	D	7	D
8	D	8	D	8	D	8	D
9	D	9	D	9	D	9	D
10	D	10	D	10	D	10	D
11	D	11	D	11	D	11	D
12	D	12	D	12	D	12	D
13	D	13	D	13	D	13	D
14	D	14	D	14	D	14	D
15	D	15	D	15	D	15	D
16	D	16	D	16	D	16	D
17	D	17	D	17	D	17	D
18	D	18	D	18	D	18	D
19	D	19	D	19	D	19	D
20	D	20	D	20	D	20	D
21	D	21	D	21	D	21	D
22	D	22	D	22	D	22	D
23	D	23	D	23	D	23	D
24	D	24	D	24	D	24	D
25	D	25	D	25	D	25	D
26	D	26	D	26	D	26	D
27	D	27	D	27	D	27	D
28	D	28	D	28	D	28	D
29	D	29	D	29	D	29	D
30	D	30	D	30	D	30	D
31	D	31	D	31	D	31	D
May		June		July		August	
1	D	1	D	1	D	1	D
2	D	2	D	2	D	2	D
3	D	3	D	3	D	3	D
4	D	4	D	4	D	4	D
5	D	5	D	5	D	5	D
6	D	6	D	6	D	6	D
7	D	7	D	7	D	7	D
8	D	8	D	8	D	8	D
9	D	9	D	9	D	9	D
10	D	10	D	10	D	10	D
11	D	11	D	11	D	11	D
12	D	12	D	12	D	12	D
13	D	13	D	13	D	13	D
14	D	14	D	14	D	14	D
15	D	15	D	15	D	15	D
16	D	16	D	16	D	16	D
17	D	17	D	17	D	17	D
18	D	18	D	18	D	18	D
19	D	19	D	19	D	19	D
20	D	20	D	20	D	20	D
21	D	21	D	21	D	21	D
22	D	22	D	22	D	22	D
23	D	23	D	23	D	23	D
24	D	24	D	24	D	24	D
25	D	25	D	25	D	25	D
26	D	26	D	26	D	26	D
27	D	27	D	27	D	27	D
28	D	28	D	28	D	28	D
29	D	29	D	29	D	29	D
30	D	30	D	30	D	30	D
31	D	31	D	31	D	31	D
September		October		November		December	
1	D	1	D	1	D	1	D
2	D	2	D	2	D	2	D
3	D	3	D	3	D	3	D
4	D	4	D	4	D	4	D
5	D	5	D	5	D	5	D
6	D	6	D	6	D	6	D
7	D	7	D	7	D	7	D
8	D	8	D	8	D	8	D
9	D	9	D	9	D	9	D
10	D	10	D	10	D	10	D
11	D	11	D	11	D	11	D
12	D	12	D	12	D	12	D
13	D	13	D	13	D	13	D
14	D	14	D	14	D	14	D
15	D	15	D	15	D	15	D
16	D	16	D	16	D	16	D
17	D	17	D	17	D	17	D
18	D	18	D	18	D	18	D
19	D	19	D	19	D	19	D
20	D	20	D	20	D	20	D
21	D	21	D	21	D	21	D
22	D	22	D	22	D	22	D
23	D	23	D	23	D	23	D
24	D	24	D	24	D	24	D
25	D	25	D	25	D	25	D
26	D	26	D	26	D	26	D
27	D	27	D	27	D	27	D
28	D	28	D	28	D	28	D
29	D	29	D	29	D	29	D
30	D	30	D	30	D	30	D
31	D	31	D	31	D	31	D

g. Ability to restrict and limit pay codes by work groups.

All aspects of requirement 2g are available within the proposed Time and Attendance solution. The City of Duluth has the flexibility to configure a virtually unlimited number of work status codes in the VCS Suite of Time and Attendance solutions. Each work code accommodates specific criteria that determine how the work code is used within the system. Work codes can be separated by work group with the ability to restrict and limit who and how the codes are used.

h. Electronically manage overtime based on contract rules, qualifications, certifications, seniority and department rules; automatically notify employees via email, phone, etc.

All aspects of requirement 2h are available within the proposed Time and Attendance solution. Overtime Management is processed in much the same way that leave requests are managed in the system. As is the case with leave requests, properly authorized users are able to create an unlimited number of user defined overtime reason codes. Each code has several controls that not only manage who is able to take what type of overtime, but exactly where those overtime funds come from within the New World Financial System. Each Overtime Reason Code can be customized with specific General Ledger information including: Payroll code, Premium Code, Payroll Distribution Information, New World Account Numbers, Fund, Project, Organization and Activity Information. This information is combined with employee certification and qualification information to manage exactly who is able to request and approve specific types of overtime in the system.

Overtime can be posted in several different ways. The VCS solution can proactively contact certified, qualified and available employees via phone, email, text message and pager and automatically inquire about the interest in overtime. The system can also create electronic overtime interest signup lists that employees are able to access once they securely log onto the system via the web portal, their cell phone or the City of Duluth Intranet. Employees can also document their desire to work overtime along with their hours of availability by filling out an electronic overtime availability slip in the system. This information is processed and organized within the system to allow supervisors the ability to look up ready, willing and able employees that are interested in working overtime assignments for a particular date and time. This information can be sorted by entry date or by seniority.

As described above in 2a, the VCS rules engine manages the overtime process electronically based on specific rules set forth by the City of Duluth and separated by work group. Through the use of automated alerts and the Personnel Audio Response System (PARS), employees and supervisors are automatically notified of all overtime requests, approval and subsequent roster, schedule and calendar changes.

System Features

The VCS Time and Attendance solution includes 19 “canned” overtime reports and through the use of the Crystal Report Writing capabilities in the system, the City of Duluth can create an unlimited number of custom overtime reports.

##: Assign Payroll Codes to Overtime Codes

Filters
 OT Reason Code: Pay Code: Shift Code: Refresh

Quick Update
 OT Reason Code: Apply Save
 Payment Code: Clear
 Shift Code: Close

Description	Pay Code	Pay Description	Shift	Shift Description	TRC	Fund	GL Org	Project	KRA	Activity	Omit
Replace Patrol SICK	COMP	Comp Time	AARON SHI	AARON'S DAYS #1							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	ADM	Admin 0830-1630							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	BT	Bethel Township De							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	CALL	On Call Days							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	CGSUB	Crossing Guard Sub							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	CH 12	CH Day Shift							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	CLE	CLERICAL 800-1630							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	COURT	Court (Display)							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	CRTOT	Court OT							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	CSO DAYS 1	CSO DAYS 10 0700							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	CSO EVES 1	CSO EVES 10 1100							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	CSO EVES 8	CSO Eves 8 hr. 150							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	CSO MIDS 1	CSO MIDS 10 2100							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	CSO MIDS 1	CSO MIDS 12HR. 15							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	DAYS	Day Shift 0700-1500							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	DAYS 1	DAYS 1 SUN-WED							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	DAYS 2	DAYS 2 SUN-WED							<input type="checkbox"/>
Replace Patrol SICK	COMP	Comp Time	DAYS 3	DAYS 3 THUR-SAT							<input type="checkbox"/>

i. Manage projects – schedules, time worked, accounting – with the ability to export data.

All aspects of requirement 2i are available within the proposed Time and Attendance solution. The VCS Time and Attendance Solutions include the ability to manage separate departmental projects as part of the everyday scheduling and time and attendance process, or as a separate activity that includes separate rule sets and schedules. The system allows for the management of City of Duluth “client” information that includes project lead contact information, specific project activity and scheduling information, necessary project resources needed, project cost and payment information. Once worked, properly authorized employees and supervisors are able to update hours worked via the internet or at the department and this information is either automatically updating their City of Duluth Timesheet and/or included as part of the integrated invoicing capabilities in the software. Supervisors are able to create and send invoices directly from the VCS time and attendance system, or send this information directly to New World for processing. Payments can be made via invoice, credit card or escrow account, and Accounts Receivable

System Features

activities can be performed directly inside the VCS Time and Attendance system. Several project specific reports are available to supervisors enabling them to manage the printing of duplicate invoices to seeing the status of outstanding invoices by client.

Setup Extra Duty Overtime Jobs

Job Information | Contact Information | Payment Information | Administration Fees

Job #: 200900517 Require Traffic & Safety Notification

Customer: 701219 A-M Construction Company

Description: County Fair Traffic Control

Location: 123 Main Street

Start Date: Friday, July 29, 2011

End Date: Sunday, July 31, 2011

Sun Mon Tue Wed Thu Fri Sat

Times: 0700 1700 10.00

of Officer: 5 (per day)

Hours Needed: 10.00 (per day)

Job Category: TRAFF

Job Pool: Patrol

Lock-Out Requests

Charge Fee:

Flat Rate x Hourly Rate Extra Duty Rate

Rate: 50.00 / hour

Charge for Lunch

Every 0 hours charge for a 0 minute lunch

Minimum Hours to Charge per Employee:

Pay to Officer:

Flat Rate x Hourly Rate Extra Duty Rate

Rate: 45.00 / hour

Minimum Hours to Pay Employee:

Date Modifications

Date	Start Time	End Time	# Needed
7/29/2011	700	1700	5
7/30/2011	700	1700	5
7/31/2011	700	1700	5

Use the grid above to change the start/end times or number needed for a specific date; Clear a date in the grid to remove that day from the job; Assignments will be deleted for dates that are deleted!

Shaded dates are existing job days. Red dates have been invoiced and cannot be changed.

Updated:

Save

Close

Security

Delete

j. Ability to track all time worked (paid or not paid) by project and able to print informational reports.

All aspects of requirement 2j are available within the proposed Time and Attendance solution. The VCS software will track all time worked regardless if that time is paid or unpaid. Project codes and information may be included and printed with the included reports.

System Features

k. Ability to charge overtime to various projects or specific departments/GL accounts.

All aspects of requirement 2k are available within the proposed Time and Attendance solution. The VCS Time and Attendance software allows properly authorized user to document exactly which project an overtime reason code belongs as well as assigning several pieces of specific General Ledger information to each code.

l. Ability to send notifications to all employees.

All aspects of requirement 2l are available within the proposed Time and Attendance solution. Through the use of the Personnel Audio Response System (PARS), properly authorized users can send specific City notifications via automated phone call, email, text message or page. These messages can be sent to a single City of Duluth employee, a group of individuals, or the entire City. Notifications can be typed and they automatically converted into speech utilizing the powerful Nuance Text To Speech engine. All notification efforts and results are kept in the VCS activity log indefinitely and can be recalled and printed in report format by properly authorized supervisors.

Send Broadcast Message

Select Message | Select Members | Confirm Selections

Member

List Name:

<input type="checkbox"/>	Code	Name	Phone Number		Email Address	Text Address
<input checked="" type="checkbox"/>	1310	Anthony Berke	7327309009	Cell	ABerke@vcsoftware.com	7327309009
<input checked="" type="checkbox"/>	1273	Stephen Austin	7327309009	Home	SAustin@vcsoftware.com	732 8493847
<input checked="" type="checkbox"/>	1340	Philip Bianco	7327309009	Cell	PBianco@vcsoftware.com	4123345864
<input checked="" type="checkbox"/>	1214	Kenneth Balfrey	4123345864	Cell	KBalfrey@vcsoftware.com	732 8493847
<input checked="" type="checkbox"/>	1325	Frank Bopp	7327309009	Cell	FBopp@vcsoftware.com	7327309009
<input checked="" type="checkbox"/>	1348	Carl Basile	7327309009	Home	CBasile@vcsoftware.com	4123345864
<input checked="" type="checkbox"/>	1337	Grahan Borg	7327309009	Home	GBorg@vcsoftware.com	732 8493847
<input checked="" type="checkbox"/>	1284	Eugene Bachonski	4123345864	Cell	EBachonski@vcsoftware.com	4123345864
<input checked="" type="checkbox"/>	1300	Steven Bucci	7327309009	Cell	SBucci@vcsoftware.com	7327309009
<input checked="" type="checkbox"/>	1355	Ronald Bayer	7327309009	Home	RBayer@vcsoftware.com	732 8493847
<input checked="" type="checkbox"/>	1356	Richard Buhowski	7327309009	Cell	RBuhowski@vcsoftware.com	7327309009
<input checked="" type="checkbox"/>	1316	David Bartoshek	4123345864	Cell	DBartoshek@vcsoftware.com	4123345864
<input checked="" type="checkbox"/>	1313	Robert Burczyk	7327309009	Cell	RBurczyk@vcsoftware.com	7327309009
<input checked="" type="checkbox"/>	1208	Scott Kenny	7327309009	Home	SKenny@vcsoftware.com	4123345864

Add List

Select All

Deselect All

Get Current Status

Security Previous Next Exit

System Features

m. Track and report all notifications and employee responses.

All aspects of requirement 2m are available within the proposed Time and Attendance solution. All notification efforts and results are indefinitely stored in the system activity log. Through the use of the PARS Activity Report, properly authorized users can easily see details concerning every notification attempt and result and sort those activities by; Notification From and Through Dates, Employee, Exact Overtime Job, Call Type, Message Type, Overtime Call Type, Name, Message Type, Message Description, Message Date, Overtime Date, Times, Shift and Call Control ID. The resulting report can be printed and shared with all authorized supervisors.

Call Type	Name	Message Type	Message Description	Activity Date	Overtime Date	Times	Shift	Call Control
Overtime		Call Session Ended		2/8/2010 2:45:31 PM				0
Overtime		Call Session Ended		2/8/2010 2:45:33 PM				0
Overtime		Call Session Ended		2/20/2010 9:48:57 PM				0
Overtime		Call Session Ended		2/20/2010 9:48:58 PM				0
Overtime		Call Session Ended		2/20/2010 9:49:01 PM				0
Overtime		Call Session Ended		2/25/2010 9:55:44 AM				0
Overtime		Call Session Ended		2/27/2010 1:42:58 PM				0
Overtime		Call Session Ended		2/27/2010 1:43:01 PM				0
Overtime		Call Session Ended		2/27/2010 1:43:04 PM				0
Overtime		Call Session Started	OT Fairness: Selection Date: 4/14/2010	4/14/2010 10:10:20 PM				0
Overtime	Annucci Matthew	Rules Test	Rules Failed Date: 4/14/2010 Shift 4/14/2010 10:10:20 PM					0
Overtime	Applegate James	Rules Test	Rules Failed Date: 4/14/2010 Shift 4/14/2010 10:10:20 PM					0
Overtime	Barone Mandi	Rules Test	Rules Failed Date: 4/14/2010 Shift 4/14/2010 10:10:20 PM					0
Overtime	Bisogno Jason	Rules Test	Rules Failed Date: 4/14/2010 Shift 4/14/2010 10:10:20 PM					0
Overtime	Blank Robert	Rules Test	Rules Failed Date: 4/14/2010 Shift 4/14/2010 10:10:20 PM					0
Overtime	Bauer Charles	Rules Test	Rules Failed Date: 4/14/2010 Shift 4/14/2010 10:10:20 PM					0
Overtime	Bortzova Ludmila	Rules Test	Rules Failed Date: 4/14/2010 Shift 4/14/2010 10:10:20 PM					0
Overtime	Bolton Lynn	Rules Test	Rules Failed Date: 4/14/2010 Shift 4/14/2010 10:10:20 PM					0
Overtime	Bowen James	Rules Test	Rules Failed Date: 4/14/2010 Shift 4/14/2010 10:10:20 PM					0
Overtime	Bremer Aaron	Rules Test	Rules Failed Date: 4/14/2010 Shift 4/14/2010 10:10:20 PM					0

n. Ability to electronically approve assigned staff Timesheets.

All aspects of requirement 2n are available within the proposed Time and Attendance solution. Employees and supervisors can electronically approve timesheets within the VCS suite of Time and Attendance software. After an employee logs into the system using their secure user ID and password, they are able to review their electronic timesheet in detail and digitally sign their timesheet by selecting the digital signature button in the timesheet review area of the software. Their signature can be captured utilizing an electronic signature

System Features

capture devise not unlike those found in most retail stores throughout the Country, or more commonly, by utilizing a copy of their digital signature stored in their user profile within the VCS employee profile area. Should the City of Duluth wish to print out timesheets for live signatures, this can also be easily accomplished by printing directly from the VCS solution.

Review Timesheets

Employee Data
Employee #: 38750 Dept Number: 101
Name: CAP Mitchell Little Period: 2/12/2011 to: 2/25/2011

Close

Print

Email

Timesheet (Schedule)

Timecard (Clock)

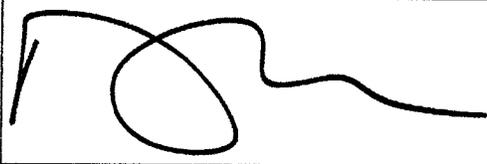
Sign with Pad

Sign from File

Security

Summary | Regular Time | Details | Timecard

Date	Start	End	Lunch	Explanation
2/12/2011		Off		Reg Day Off
2/13/2011		Off		Reg Day Off
2/14/2011	0830	1630		
2/15/2011	0830	1630		
2/16/2011	0830	1630		
2/17/2011	0830	1630		
2/18/2011	0830	1630		
2/19/2011		Off		Reg Day Off
2/20/2011		Off		Reg Day Off
2/21/2011	0830	1630		
2/22/2011	0830	1630		
2/23/2011	0830	1630		
2/24/2011		Off		8 Vacation
2/25/2011	0830	1630		

Signature: 

Properly authorized supervisors can approved groups of employee timesheets based upon predetermined supervisory group authentication settings in the system to insure that a supervisor can only approve timesheets they are either directly responsible for, or authorized to approve. There are several supervisory timesheet approval reports within the system that each accommodates supervisor signatures. There are no less than 5 levels of timesheet approvals available for the City of Duluth to choose from when deciding on the best timesheet workflow process that best fits the City's needs.

System Features

Bi-Weekly Time Keeper Report 2/12/2011-2/25/2011

Toms River Police Department

DAYS TEAM 1	02/12	02/13	02/14	02/15	02/16	02/17	02/18	02/19	02/20	02/21	02/22	02/23	02/24	02/25	
396 Gravelle, Mike PTL															
Scheduled	0	10.50	10.50	10.50	10.50	0	0	0	10.50	10.50	10.50	10.50	0	0	84.00
Paid Hours	0	10.50	10.50	10.50	10.50	0	0	0	10.50	10.50	10.50	10.50	0	0	84.00
Clock Swiped	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Overtime Cash	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Overtime Comp	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Exceptions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
828 Kelly, Mike PTL															
Scheduled	0	10.50	10.50	10.50	10.50	0	0	0	10.50	10.50	10.50	10.50	0	0	84.00
Paid Hours	0	10.50	10.50	10.50	10.50	0	0	0	10.50	10.50	10.50	10.50	0	0	84.00
Clock Swiped	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Overtime Cash	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Overtime Comp	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Exceptions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
1019 Marchand, Mike SGT															
Scheduled	0	10.50	10.50	10.50	10.50	0	0	0	10.50	10.50	10.50	10.50	0	0	84.00
Paid Hours	0	10.50	10.50	10.50	10.50	0	0	0	10.50	10.50	10.50	10.50	0	0	84.00
Clock Swiped	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Overtime Cash	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Overtime Comp	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Exceptions	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00

o. Display error message to approver if cycle hours are not met in pay period and notify appropriate staff.

All aspects of requirement 2o are available within the proposed Time and Attendance solution. Part of the rule set creation process in the VCS suite of time & attendance solutions includes the ability to create cycle lengths, minimum hours per pay period to pay as well as tracking of hours worked verses hours paid. Supervisors are able to see real time data concerning employees that may not meet their cycle hours and through the use of the PARS system, they are able to notify employees and appropriate staff of any errors.

p. Track and view all modifications made by user and date.

All aspects of requirement 2p are available within the proposed Time and Attendance solution. Through the use of the Activity Log, properly authorized supervisors can query the system by user or group to find out exactly who was logged into the system and at what time as well as exactly what changes that user made on what day and at what time. Other information collected by the Activity Log would include: Computer used, IP Address of that computer, Service Pack Number and Service Pack Date. This information is stored in the system indefinitely and can be printed for ease of use.

System Features

Activity Log X

From: To:

Message Search:

User Search:

User	Date/Time	Message	Computer	IP Address	Service Pack	Service
guy	3/16/2011 12:24:10 PM	Move An Employee 1322 FROM Date: 3/16/2011	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:24:15 PM	Move An Employee 1216 FROM Date: 3/16/2011	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:24:53 PM	Move An Employee 1267 FROM Date: 3/16/2011	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:24:57 PM	Move An Employee 1234 FROM Date: 3/16/2011	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:25:02 PM	Move An Employee 1268 FROM Date: 3/16/2011	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:25:06 PM	Move An Employee 1214 FROM Date: 3/16/2011	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:26:19 PM	Entering Schedule A Day Off	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:26:33 PM	Add Employee 1281 to schedule off for Date: 3/1	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:26:34 PM	Exiting Schedule A Day Off	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:26:40 PM	Entering Schedule A Day Off	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:26:50 PM	Add Employee 1252 to schedule off for Date: 3/1	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:26:51 PM	Exiting Schedule A Day Off	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:26:57 PM	Entering Schedule A Day Off	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:27:06 PM	Add Employee 1297 to schedule off for Date: 3/1	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:27:07 PM	Exiting Schedule A Day Off	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:27:16 PM	Entering Schedule A Day Off	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:27:25 PM	Add Employee 1255 to schedule off for Date: 3/1	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:27:26 PM	Exiting Schedule A Day Off	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:27:41 PM	Entering Schedule A Day Off	VCS-PC	10.1.1.31	2011.1.10	2/16/2011
guy	3/16/2011 12:27:50 PM	Add Employee 1352 to schedule off for Date: 3/1	VCS-PC	10.1.1.31	2011.1.10	2/16/2011

Move An Employee 1322 FROM Date: 3/16/2011 for Shift: TFDY TO Date: 3/16/2011 for Shift: BT

Purge
Security
Print
Close
Retrieve

q. Ability to assign proxy approvers.

All aspects of requirement 2q are available within the proposed Time and Attendance solution. Properly authorized users can easily create proxy approver groups and individuals in the system. The software can further control exactly what type of proxy rights they have for other employees (view and/or approval rights).

System Features

r. Ability to track approvals and send reminder notifications.

All aspects of requirement 2r are available within the proposed Time and Attendance solution. Each time an electronic request is entered into the system an automated notification is automatically sent to that employee's direct supervisor that a request that they are responsible for has been entered into the system. All requests are queued in the system by entry date, seniority and urgency and are easily reviewed and processed in the Change Day Off and Overtime Status areas in the system. Because all electronic requests include all relevant information necessary to approve or deny a request, all properly authorized supervisors may have rights to approve request of employees they are indirectly responsible for. Given that requests are so well organized and easily processed, our clients have informed us that outstanding requests do not stay in an unprocessed state long enough to create the need for a reminder. With that said, the software can facilitate reminders to a single supervisor or group of supervisors.

Status	Employee	Date	Shift	Reason	Section	Times	Hours	Balance of Time
Requeste	Micheal Browne	6/20/2011	Day Shift 0700-1500	Sick	Both	700 1500	8	241.5
Requeste	Stephen Austin	6/20/2011	Evening Shift 1330-2330	Military	Both	1330 2330	10	0
Requeste	Guy Maire	6/20/2011	Midnight Shift 2145-0745	Vacation	Both	2145 745	10	198
Requeste	Mike Reyes	7/5/2011	DAYS 2 SUN-WED 0600-1630	Holiday	Both	600 1630	10.5	0
Requeste	Mitchell Lillie	7/19/2011	Admin 0830-1630	Vacation	Both	830 1630	8	277
Appr	Christopher Licata	7/20/2011	Day Shift 0700-1500	Sick	Both	700 1000	3	793

s. Ability to track certifications, training and test results.

All aspects of requirement 2s are available within the proposed Time and Attendance solution. Each employee profile contains specific fields to store a limitless number of certifications, training and test result information. All Certification, training and test result information has an accompanying expiration date field to insure employees remain in compliance with all Federal, State and local regulations, rules and best practices. Expiration dates are easily queried and complete reporting capabilities are also available.

System Features

Update Employee Profile

Code	Description
873	Alexis, Mike PTL
652	Anderson, E PTL
1266	Anderson, Christophe SGT
1548	Antrucci, Matthew AUX
1942	Applegate, James PT DSP
1273	Austin, Stephen PTL
1284	Bachonski, Eugene PTL
1241	Bejada, Mark DET
1278	Bajcic, John DET
1214	Balfrey, Kenneth CPL
1624	Barone, Mandi DSP
1316	Baitoshek, David PTL
1348	Basile, Carl PTL
1912	Bauer, Charles PT DSP
1355	Bayer, Ronald PTL
1259	Belcher, Michael SGT
1204	Benjamin, Hazel CPL
1310	Berke, Anthony PTL
1340	Bianco, Philip PTL
4536	Bisogno, Jason C1
719	Blackwell, Mike PTL
2514	Blank, Robert CSO
0737	Bonassisa, Sandra CG
1325	Bopp, Frank PTL
1337	Borg, Graham PTL
1576	Bortzova, Ludmila AUX
4503	Bortzova, Ludmila C1
1870	Bottone, Lynn SEC
1778	Bowen, James AN CDNT OFF
1972	Bremer, Aaron PT DSP
1290	Brennan, Daniel PTL
1706	Brew, Kathleen CG
1250	Brosnan, Michael LT

Refresh

Employees to Display
 Active Not Active
 Show All

General	Contacts	Application	Payroll
ID Card Custom F	Notes	Interface IDs	HR
Tuition	PARS/Kiosk	Pay Rates	ID Cards
Documents	Salary History	Injuries	Grievances
Allotted Days Off	Qualifications	Equipment Issues	User Profile

Qualifications

Description	Expiration Date
Drug Recognition Expert	2/15/2012
CPR	6/5/2012
Range Certification	4/18/2012
Search and Rescue	9/24/2012

Degrees

Description	Date Received
ICAP	9/14/2012
NACI	3/3/2012

Pre-Employment Testing

Description	Date
Wonderlic	1/1/2014

Save

Close

New

Delete

Security

Tab Security

Create User

t. Ability to create user defined fields.

All aspects of requirement 2t are available within the proposed Time and Attendance solution. The VCS solutions already includes several fields a properly authorized user to choose to define for City of Duluth specific purposes. Additional fields can be added at the City's request.

System Features

b. Support unlimited pay codes.

All aspects of requirement 3b are available within the proposed Time and Attendance solution. The VCS time and attendance suite enables properly authorized supervisors to create a limitless number of user definable pay codes.

c. Access system through intranet, internet, phone or smart phone.

All aspects of requirement 3c are available within the proposed Time and Attendance solution. Every employee at the City of Duluth can have their own employee profile with a unique user name and password. The City of Duluth may choose to store unique user names and password directly in the VCS software, or they may choose to utilize the City's existing Active Directory information to facilitate secure employee logins. City of Duluth employees will have access to the VCS solution via the City's Intranet, any Internet connection, a simple cell phone or via our Blackberry, iPhone or Android Smart phone apps.

4. Integration

a. Seamlessly integrate with New World Systems Logos.net application

All aspects of requirement 4a are available within the proposed Time and Attendance solution. The VCS Time & Attendance solution already includes a New World Systems interface of import/export file data. This system is already being successfully utilized at the City of Plymouth, Minnesota who is both a VCS customer and a New World Systems customer. Our project team will ensure that they VCS file format is edited to match whatever the City of Duluth's version of the New World Systems Logos.Net happens to be . Through the use of web services or a scripted routine, the VCS system will process all data to be shared, merge it into the pre-defined File format and layout, and automatically save it in a pre-determined network location where it will eventually be imported into the New World System. We do not charge for this type of activity as it is part of our typical implementation process.

5. Reporting

a. Ability to print timesheets for specified period of time.

All aspects of requirement 5a are available within the proposed Time and Attendance solution. Properly authorized supervisors are able to print timesheet by date, employee, group or department. Timesheets are stored indefinitely in the VCS system. Supervisors can pick different timesheet formats whenever they are printing timesheets as well.

Print Archived Timesheets

Personnel to Print |

Payroll Ending Date: Wednesday, July 27, 2011

	Code	Name	Squad	Department
<input checked="" type="checkbox"/>	1266	Anderson, Christoph	ADM	101
<input checked="" type="checkbox"/>	1942	Applegate, James	DISPT	101
<input checked="" type="checkbox"/>	1273	Austin, Stephen	SQ3	101
<input checked="" type="checkbox"/>	1284	Bachonski, Eugene	TFC	101
<input checked="" type="checkbox"/>	1241	Bajada, Mark	DET	101
<input checked="" type="checkbox"/>	1278	Bajcic, John	DET	101
<input checked="" type="checkbox"/>	1214	Balfrey, Kenneth	SQ6	101
<input checked="" type="checkbox"/>	1624	Barone, Mandi	DSP	101
<input checked="" type="checkbox"/>	1316	Bartoshek, David	SQ1	101
<input checked="" type="checkbox"/>	1348	Basile, Carl	SQ4	101
<input checked="" type="checkbox"/>	1912	Bauer, Charles	DISPT	101
<input checked="" type="checkbox"/>	1355	Bayer, Ronald	SQ2	101
<input checked="" type="checkbox"/>	1259	Belcher, Michael	SQ6	101
<input checked="" type="checkbox"/>	1204	Benjamin, Hazel	DET	101
<input checked="" type="checkbox"/>	1310	Berke, Anthony	SQ6	101
<input checked="" type="checkbox"/>	1340	Bianco, Philip	SQ6	101
<input checked="" type="checkbox"/>	2514	Blank, Robert	CSO	101
<input checked="" type="checkbox"/>	1325	Bopp, Frank	SRO	101

Format

Standard Timecards Time and Attendance Record

Use Employee Profile for Format

Buttons: Submit, Close, Security

b. Create standard reports for managers including labor costs.

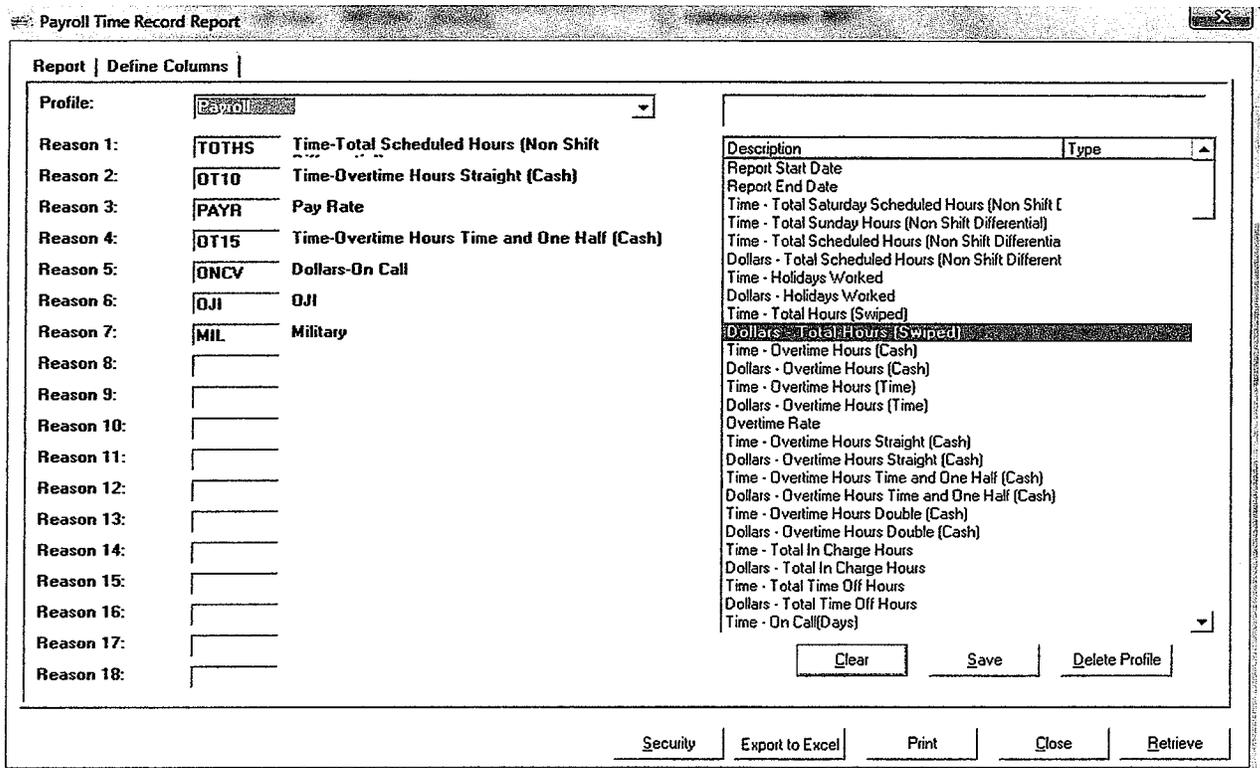
All aspects of requirement 5b are available within the proposed Time and Attendance solution. The VCS time and attendance suite of solutions includes more than 100 specific reports most of which can be easily customized to allow for specific data groupings, date ranges, specific code selections, etc. More than twenty

System Features

of the “canned” reports specifically address cost including labor costs. VCS will provide the City of Duluth with a data dictionary that will allow the City to create their own custom reports to be included in the Custom Report section already existing in the solution. VCS utilizes a Crystal Report writing engine to facilitate the report writing process. The solution also includes the ability to easily customize a report by simply selecting the name of a field in the database and dragging it into a place holder for inclusion in the custom report. After the user has selected their specific data fields to be included in the report they just created, they are able to label this new report and save it indefinitely in the system.

c. Ability to create custom reports easily.

All aspects of requirement 5c are available within the proposed Time and Attendance solution. VCS will provide the City of Duluth with a data dictionary that will allow the City to easily create their own custom reports to be included in the Custom Report section already existing in the solution. VCS utilizes a Crystal Report writing engine to facilitate the report writing process and will help facilitate the creation of these custom reports for the City of Duluth. The solution also includes the ability to easily create and customize a report by simply selecting the name of a field in the database and dragging it into a place holder for inclusion in the custom report. After the user has selected their specific data fields to be included in the report, they are able to label this new report and save it indefinitely in the system.



d. Ability to report historical data.

All aspects of requirement 5d are available within the proposed Time and Attendance solution. The VCS time and attendance suite of solutions keeps historical data indefinitely. From the time the solution is implemented, the system automatically maintains all historical data for later retrieval and reporting purposes. Almost all of the more than 100 included reports have some sort of date range functionality.

e. Ability to view, share, print, email reports on demand.

All aspects of requirement 5e are available within the proposed Time and Attendance solution. Properly authorized users of the VCS time and attendance suite of solutions can view, share, print and email reports on demand. Though the use of scripts and web services, reports can be scheduled to be automatically created, and sent to specific groups of individuals and regular intervals.

f. Ability to export reports to Excel.

All aspects of requirement 5f are available within the proposed Time and Attendance solution. Reports in the system can not only be easily exported to Excel, but to the following file formats as well: Adobe Acrobat PDF, Character Separated Values, Comma Separated Values, Data Exchange Format, 5 different versions of Excel, HTML, Paginated Text, Rich Text Format, Tab Separated Text, Tab Separated Values and Text. These reports can be saved to a file or opened directly in the appropriate application.

g. Employee access reports to personal history, accrual balances and leave requests.

All aspects of requirement 5g are available within the proposed Time and Attendance solution. All properly authorized employees can access their real time personal history, accrual balances and leave request information and reports from their secure personnel web portal, a computer connected to the City of Duluth's Intranet and a call into the Personnel Audio Response System (PARS).

6. Support

a. Onsite Training.

All aspects of requirement 6a are available within the proposed Time and Attendance solution. During the Project kick off phase of our VCS time and attendance project, the City of Duluth and VCS Project teams will be meeting to specifically discuss the training methods best suited for the City of Duluth. As it stand right now, we have included 15 days of onsite training in the City of Duluth, Minnesota broken up into 6 different sub sets to include:

- The Fire Department
- The Police Department
- Maintenance Operations
- Public Utilities
- Engineering
- Exempt/Non-Exempt/Clerical and Temporary staff

After implementation, onsite, online and phone training will continue to be available to the City of Duluth.

b. Detailed user manual.

All aspects of requirement 6b are available within the proposed Time and Attendance solution. The City of Duluth will be provided with paper, CD and online versions of the VCS Time & Attendance user manuals. This easy to follow and thorough users guide is filled with vital information for supervisors and users alike.

c. Online Help.

All aspects of requirement 6c are available within the proposed Time and Attendance solution. All VCS solutions come with a host of online support options including:

- Online Training Video Library
- Customer Knowledge Base
- VCS Online Troubleshooter
- Online Submission of Support Tickets
- Online Instant Customer Support

d. Online tutorials.

All aspects of requirement 6d are available within the proposed Time and Attendance solution. City of Duluth employees will benefit from several online tutorials available through the City of Duluth VCS customer support portal. VCS also hosts multiple free webinar tutorial addressing all areas of the VCS time and attendance suite of products. Should the City be interested in a more intimate tutorial, VCS support personnel

System Features

are standing by ready to create an online meeting and specifically tutor employees on any aspect of the solution.

e. Technical Support.

All aspects of requirement 6d are available within the proposed Time and Attendance solution. Technical support from our VCS technical team is available in the same ways described above.

7. Support

a. User Friendly.

All aspects of requirement 7a are available within the proposed Time and Attendance solution. More than 14 years ago, our design team was given a very specific assignment from a Public Safety Director that needed a very sophisticated time and attendance and scheduling solution. The assignment was; "create a time and attendance and scheduling software that is powerful enough to automate my complex environment, but easy enough to set up, use and maintain by even my most computer challenged employees". We have never forgotten our original assignment and that is why you will find easy set up wizards, drop down lists and right click menus through the solution. I would encourage you to speak to the following individuals about their impressions regarding ease of use:

City of Plymouth

3400 Plymouth Boulevard

Plymouth, MN 55447

Jeff Swiatkiewicz

(763)509-5194

jswiatkiewicz@plymouthmn.gov

City of Brick

401 Chambersbridge Rd

Brick, NJ 08723

Ed Waldhelm

(732)262-1650

egw@verizon.net

City of Wall

2700 Allaire Road

Wall, NJ 07719

Steve Nash

(732)449-4500 x1157

System Features

snash@wallpolice.org

City of Princeton

400 Witherspoon Street

Princeton, NJ 08540

Robert McQueen

(609)688-2037

rmcqueen@princeton-township.nj.us

b. Adaptable to large groups of employees covered under separate rules or union contracts.

All aspects of requirement 7b are available within the proposed Time and Attendance solution. This is the very nature of what the VCS time and attendance solution was designed to do. Most of our customers have multiple collective bargaining agreements, specialty groups and payroll groups they have to operate under and the rely on their ability to create very distinct rule sets and apply them to these groups independently. There is no limit to the number of work groups and corresponding rules sets that can be entered into the system.

c. Separate login for each employee-choice of biometrics, Computer, phone.

All aspects of requirement 7c are available within the proposed Time and Attendance solution. Each employee has their own unique employee user name and password in the system. This information can be stored directly in the VCS software, or the City may choose to incorporate their existing Active Directory information into the VCS software. VCS offers a variety of Biometric, key fab and key card time clocks and employee kiosks to choose from. Employees may also use the Computer and a phone to securely log into the system.

d. One to one relationship with employee and approver.

All aspects of requirement 7d are available within the proposed Time and Attendance solution. Each employees profile includes a specific field to put their direct supervisor's contact info into. This is how we automate the communication process between the employee and their supervisor.

e. Ability to override start and stop times.

All aspects of requirement 7e are available within the proposed Time and Attendance solution. Properly authorized users are able to override employee start and stop times in the system. They may also choose to

apply user definable leave exceptions as part of this process. As with most things in the VCS Software, the City of Duluth will have complete control over what can and can not be overridden and by whom. A detailed audit trail will also be automatically created as part of this process.

f. Utilize secure environment.

All aspects of requirement 7f are available within the proposed Time and Attendance solution. VCS has many government and Law Enforcement customers who demand the most sophisticated and secure environment available, so for more than a decade we continue to upgrade our best of breed security tools and options. The City of Duluth will have the latest in network and data security options from which to choose.

g. Support user defined rules.

All aspects of requirement 7g are available within the proposed Time and Attendance solution. As indicated above, this is the very nature of the solution and no other solution the City of Duluth may consider will manage user defined rules better than the VCS time and attendance suite of solutions.

h. Ability to add or modify – including, but not limited to:

- **Pay codes**
- **Schedules**
- **Rules**
- **Login preferences by employee**
- **Assigned approvers**
- **Department assignments**
- **Projects**
- **User defined fields**

All aspects of requirement 7g are available within the proposed Time and Attendance solution. There is no limit to the properly authorized user to add or modify any of the above. The City of Duluth will be able to add or modify a limitless number of Pay codes, Schedules, Rules, Login Preferences by employee, Assigned Approvers, Department Assignments, Projects and User Defined fields

8. External Interface Requirements and Preferences

- **New World Systems Finance and HR Payroll application** – VCS already has an interface to this solution and will be including it as part of this proposal.
 - **Infor Enterprise Asset Management application** – While we are not intimately familiar with this application, we are very confident in our ability to interface with any solution that can itself import and export information. We are including the development of an interface between the VCS software and Infor software as part of this proposal.
 - **RT Vision One Office Application** - While we are not intimately familiar with this application, we are very confident in our ability to interface with any solution that can itself import and export information. We are including the development of an interface between the VCS software and RT Vision One as part of this proposal.
 - **Tiburon CAD System Application** – We are somewhat familiar with Tiburon CAD and have some current customers who use VCS as well as Tiburon CAD. We have not been asked to interface between the Police Work Cards portion yet, but we feel very confident that we could do so very easily. We are including the development of this specific interface between VCS software and Tiburon CAD Systems as part of this proposal.
1. **Automatically add meal allowance based on contract rules for overtime** – Our solution does not currently capture this type of information, but this has already been suggested by a few other current customers and is already on the enhancement roadmap for after the first of the year.
 2. **Communicate with State of MN and Federal Invoice systems for reimbursements on projects and grants**
VCS has never been asked for this functionality in the past, so we will have to come up with a scope of work for this project and give the City of Duluth a quote for its development.
 3. **Seamlessly integrate with RT Vision Project tracking application** - While we are not intimately familiar with this application, we are very confident in our ability to interface with any solution that can itself import and export information. VCS will have to come up with a scope of work for this project and give the City of Duluth a quote for its development.
 4. **Automatically generate invoices based on labor costs tracked by Project** – The VCS solution includes a project scheduling, tracking and invoicing solution.

Part 3: Costs & License Agreement

Costs & License Agreement



TIME & ATTENDANCE SYSTEM



POLICE OFFICER SCHEDULING SYSTEM



FIRE - RESCUE SCHEDULING SYSTEM

Solution Cost Proposal

Employee Count: Approximately 950

A. VCS Time and Attendance Software

Time and Attendance Software: Unlimited Workstations
Employee Self Service Internet Portal
Timesheets and New World Payroll/HR Management and Interface
Training and Certification Management
Project, Extra Duty and Special Event Invoicing
Court Alert

Software Total \$114,000

B. Personnel Audio Response System (PARS)

HP ProLiant DL380 Server (with Raid) - 5
CTADE Runtime License
Port Analog Telephony Control Board
Nuance Real Speak Text To Speech Engine with unlimited maintenance and support

Total PARS Fees \$12,600

C. System Training

Online Installation, Data Configuration & Training
15 Days Onsite Training in the City of Duluth. All travel expenses included.
Full Implementation Plan for 950 employees

Implementation Total \$35,000

Complete Time and Attendance Solution Total \$161,600

D. Annual Support & Upgrade Plan (Included year 1)

Unlimited support
Unlimited Training
Frequent upgrades and enhancements
Training Video Library
Client Support Portal
All Minor and Major upgrades and enhancements

Annual Support & Upgrade plan starting year two \$22,800 per year.

Costs & License Agreement

LICENSE AND SOFTWARE SUPPORT AGREEMENT

FOR



VISUAL COMPUTER SOLUTIONS INC.

And

The City of Duluth

Costs & License Agreement

1 INTRODUCTION

License and Software Support agreement dated as of this 1st day of August, 2011 (hereinafter referred to as the "Effective Date"), between Visual Computer Solutions Inc. (hereinafter "VCS"), a corporation of the State of New Jersey, having its principal place of business at 4400 US Highway 9 South, Suite 3500, Freehold, New Jersey 07728 AND the City of Duluth a public entity having its principal place of business at 411 West First Street, Duluth, Minnesota 55802 hereinafter referred to as "Licensee."

WHEREAS, VCS is in the business of providing and licensing the use of software systems, providing related technical support services, and providing the training and installation of software systems; and

WHEREAS, Licensee desires to retain VCS with regard to these services.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, terms and conditions as hereinafter set forth, the receipt of which is acknowledged by both parties, the parties agree as follows:

2 DEFINITIONS

As used in this Agreement, the following definitions shall apply:

- 2.1 "Agreement" shall mean this Agreement between VCS and Licensee and any Schedules annexed hereto.
- 2.2 "Documentation" shall mean the user manual(s) and any other materials supplied by VCS for use with the Program or with any Release of the Program.
- 2.3 The term "Network" shall mean either a peer-to-peer or client/server environment.
- 2.4 "Program" or "System" shall refer to the proprietary standard computer software system owned by VCS known as TIMES and any enhancements, add-ons, or modules.
- 2.5 "Product" shall refer to Program(s) and Documentation.
- 2.6 The term "Annual Support & Upgrade Plan" or "ASUP" shall mean support and maintenance services for Programs provided for in this Agreement.
- 2.7 The term "Software Support Fee" or "ASUP Fee" shall mean the applicable annual fee due for Software Support as specified in this Agreement.
- 2.8 The term "Standalone" shall mean a single computer system, not capable of communication with another computer system.
- 2.9 The term "Open Data Base Connectivity" shall mean the manner in which third party software programs show access to the program data.
- 2.10 The term "Source Code" shall mean program instructions that must be translated by a compiler, interpreter, or assembler into object code before execution.

3 GRANT OF LICENSE

Costs & License Agreement

- 3.1 VCS hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive license to use the Program subject to the terms and provisions of this Agreement.
- 3.2 VCS hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive license to use the Documentation subject to the terms and provisions of this Agreement.
- 3.3 VCS hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive license to use the Program on as many computer workstations for which licensing has been arranged.
- 3.4 VCS hereby grants to Licensee, and Licensee hereby accepts, a non exclusive license to use the Program on a Networked computer system.
- 3.5 Under no circumstance shall Licensee create or attempt to create or permit others to create or attempt to create or reproduce or duplicate the Product or any part thereof.
- 3.6 Paragraph 3.5 does not restrict copying of reports or data that are produced by the Program.
- 3.7 Licensee may not decompile, disassemble, or reverse engineer the Program.
- 3.8 Licensee may not transfer, resell, or grant any other rights of any kind to any individual copy of the Product to any party.
- 3.9 The Licensee is prohibited from providing access to the Compiled Program Application by any party; other than the Licensor, for the purpose of servicing, upgrading, maintaining, modifying, troubleshooting or repairing the Program. Licensee agrees that only Licensor is authorized to maintain and service the Program.
- 3.10 Licensee may however; access the data tables either directly or indirectly using Open Data Base Connectivity (ODBC) schemes.

4 LIMITATION TO A SPECIFIED HARDWARE OR SOFTWARE PLATFORM

- 4.1 Licensee shall be allowed to use the Product in a Standalone environment or in a Networked environment.
- 4.2 VCS will insure that the Program will function on the Licensee's Network or operating systems.
- 4.3 Licensee acknowledges that the Program requires certain third-party software to function, including Microsoft SQL Server. By entering this Agreement, Licensee certifies that Licensee has the required third-party software, has enough licensed copies of said third-party software to support the Program on all intended workstations, and that all required third-party software is properly loaded and operating.
- 4.4 Licensee acknowledges that additional hardware may be required to operate the Program.
- 4.5 Licensee acknowledges that the minimum hardware requirements listed below are met to insure proper resource allocation to run TIMES.

Server Specs: Windows Server 2003 or later; 2 GB memory; SQL Server 2005 or later

Processor: Intel Xeon 3GHZ, 4GB Memory

Workstations: Pentium 4 which runs on Windows XP, Windows 2000, Vista or Windows 7; 17-inch monitor running at 768 X 1024 screen resolution.

Disk Space: 2 GB free hard disk space

Costs & License Agreement

4.6 Licensee acknowledges that the minimum system requirements listed below are met to insure the proper resource allocation to run the System's Web Portal module. (if purchased.)

Server: must include IIS (Microsoft Internet Information Services).

Software: ASP.NET version 3.5

4.7 Licensee acknowledges that VCS will be providing the following hardware to insure proper resource allocation to run the System's Personnel Audio Response System (PARS).

HP ProLiant DL380 Server (with Raid) - 5

CTADE Runtime License

Port Analog Telephony Control Board

Nuance Real Speak Text To Speech Engine

4.8 Licensee acknowledges that if the Web Portal is to be used on the internal Intranet, then the same SQL Server which is installed will suffice. If it's going to be used over the Internet, VCS strongly recommends using a separate server.

4.9 Licensee acknowledges their responsibility in maintaining adequate system security and firewall capabilities. VCS claims no responsibility for network system security.

5 LICENSING, TRAINING, and OTHER FEES

5.1 Licensee hereby acknowledges that the one time Licensing Fee for the TIMES Enterprise Edition and Modules below, in its current version, is \$114,000, which entitles Licensee to use the Program for scheduling and time reporting for up to 950 employees.

Time and Attendance Software: Unlimited Workstations

Employee Self Service Internet Portal

Timesheets and New World Payroll/HR Management and Interface

Training and Certification Management

Project, Extra Duty and Special Event Invoicing

Court Alert

5.2 If Licensee's scheduling requirements shall at any time exceed 950 employees, an upgrade to the Program which is not covered under the Software Support Package will be made available to Licensee by VCS at additional cost. The cost of the upgrade will be contingent upon the number of additional employees Licensee wishes to add but not to exceed \$150 per additional employee.

5.3 VCS shall provide online installation, data configuration, and schedule build training, plus 15 days of on-site training in Duluth at a cost of \$35,000 which includes all travel expenses.

5.4 The following hardware is also included in this agreement at a cost of \$12,600.

Costs & License Agreement

HP ProLiant DL380 Server (with Raid) - 5
CTADE Runtime License
Port Analog Telephony Control Board
Nuance Real Speak Text To Speech Engine with unlimited maintenance and support

6 FEES and PAYMENT TERMS

- 6.1 Prior to the software shipment, Licensee agrees to forward this signed agreement and a purchase order to VCS listing the full price for software, hardware, and services.
- 6.2 Prior to the software shipment, Licensee agrees to forward this signed agreement and purchase order to VCS listing the full price for software, hardware, and services. Prior to the start of implementation (kickoff meeting), Licensee agrees to the following payment steps for the system, installation, and training fees:
- Software fees due upon software shipment \$114,000
 - Hardware fees due upon order \$12,600
 - Training fees due 30 days from first training date \$35,000
- 6.3 Training facilities and equipment are the responsibility of the Licensee; however, VCS is responsible for insuring that the Program is working and properly configured prior to providing the on-site training.
- 6.4 If for any reason Licensee cancels any or all training appointments for which VCS has already secured travel arrangements, Licensee agrees to pay VCS \$500 plus any applicable service charges cancellation penalty fees, and increased fares expressly due to the Licensee's cancellation.
- 6.5 If Licensee determines that additional training is needed, VCS will prepare an estimate and training agreement which must be signed prior to additional training and is independent of this agreement.
- 6.6 Under no circumstances is the total amount to be paid under this Agreement to exceed \$161,600.
- 6.7 Licensee acknowledges that any software enhancements requested by Licensee, in addition to the System which is sold "as is," are not covered under the Software Fee. Although VCS reviews all enhancement suggestions, VCS reserves all rights to determine what enhancements— if any - are made to the System so that the integrity and reliability of the System remains intact.
- 6.9 All VCS invoices are due NET 30 and are subject to finance charges if payment is not received within 30 days of invoice date.

7 ACKNOWLEDGEMENT OF VCS' OWNERSHIP RIGHTS

- 7.1 Licensee acknowledges that it obtains no ownership rights in the Product under the terms of this

Costs & License Agreement

Agreement. All rights to the Product including but not limited to confidential information, trade secrets, trademarks, service marks, patents, and copyrights are, shall be and will remain the property of VCS. All copies of the Product delivered to Licensee remain the property of VCS.

- 7.2 The source code for the Program shall be held in escrow by VCS at its sole cost and expense, for the duration of the Agreement for the benefit of and to protect Licensee in the event that VCS no longer remains a solvent enterprise. At which time, the source-code shall be provided to Licensee and held for internal programming solutions and maintenance needs only. Such needs may be either internally administered or externally subcontracted by Licensee. However, in recognizing the intellectual ownership of the original code, at no time will Licensee provide the source code to any third party for monetary remuneration that would otherwise violate the original ownership rights for Program. Additional fees will apply should Client elect to escrow software with a third party vendor.

8 WARRANTY AND DISCLAIMER; INFRINGEMENT

- 8.1 VCS warrants that the Program will operate according to the scope of the advertised Program capabilities.
- 8.2 EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, VCS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF HANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM AND THE ACCOMPANYING WRITTEN MATERIALS.
- 8.3 Except for warranties and for damages against which VCS has agreed to indemnify Licensee in this Agreement including, without limitation, Licensee's exclusive remedy against VCS for breach of this Agreement shall be, at VCS' choice, (a) Correction of any error or defect in the Program as to which Licensee has given notice (b) Replacement of the affected Program.
- 8.4 Non-Infringement Warranty and Indemnification. VCS warrants that it has good title to the Product and the right to license its use to Licensee free of any proprietary rights of any other party or any other encumbrance whatsoever. VCS shall indemnify, hold harmless, and defend Licensee from any liability for damage, costs, or other loss incurred by Licensee in connection with any claim that the Product or Licensee's use thereof under this Agreement violates the trade secret, trademark, copyright, patent, or other proprietary right of another party; provided, however, that Licensee has given VCS prompt written notification of any such claim and VCS shall not admit liability on behalf of the Licensee. Should the Product become the subject of a claim or infringement of a trade secret, trademark, copyright or patent, VCS may, at its option and expense either (1) procure for the Licensee the right to continue to use the Product as contemplated in the Agreement, or (2) replace or modify the Product and/or modify its use to make its use under this Agreement non-infringing. VCS agrees that Licensee's remedy hereunder shall not be limited to this corrective action. This subsection shall survive termination or expiration of this Agreement.
- 8.5 Companion hardware products and software manufactured by companies other than VCS are not warranted or serviced by VCS. It is the Client's responsibility to obtain additional warranty information from companies other than VCS.

Costs & License Agreement

9 INSURANCE AND INDEMNIFICATION

- 9.1 Throughout the life of this Agreement, VCS shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the New Jersey Insurance Commissioner to do business in the State of New Jersey and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by Licensee's Risk Manager. The following policies of insurance are required:
- (i) COMMERCIAL GENERAL LIABILITY insurance which shall include broad form personal liability and advertising liability, contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.
 - (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence.
 - (iii) WORKERS' COMPENSATION insurance as required under the New Jersey Labor Code.
 - (iv) PROFESSIONAL LIABILITY insurance of not less than \$1,000,000 each claim.
- 9.2 The above described policies of insurance shall be automatically renewed prior to expiration date during the course of this Agreement. VCS maintains copies of said insurance coverage at the Freehold, NJ Headquarters and will be supplied to Licensee within ten (10) days of written notice, if such a request is made.
- 9.3 The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Licensee, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so VCS' insurance shall be primary and no contribution shall be required of Licensee. VCS shall furnish Licensee with the certificate(s) and applicable endorsements for ALL required insurance prior to Licensee's execution of the Agreement. VCS shall furnish Licensee with copies of the actual policies upon the request of Licensee's Risk Manager at any time during the life of the Agreement or any extension.
- 9.4 If at any time during the life of the Agreement or any extension, VCS fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to VCS shall be withheld until notice is received by Licensee that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Licensee. Any failure to maintain the required insurance shall be sufficient cause for Licensee to terminate this Agreement.
- 9.5 If VCS should subcontract all or any portion of the work to be performed under this Agreement, VCS shall require each subcontractor to provide insurance protection in favor of Licensee, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding

Costs & License Agreement

paragraphs, except that the subcontractors' certificates and endorsements shall be on file with VCS and Licensee prior to the commencement of any work by the subcontractor.

- 9.6 VCS shall indemnify, hold harmless and defend Licensee and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Licensee, VCS or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. VCS's obligations under the preceding sentence shall apply regardless of whether Licensee or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of Licensee or any of its officers, officials, employees, agents or volunteers.

10 ANNUAL SUPPORT & UPGRADE PLAN (ASUP)

- 10.1 The Annual Support & Upgrade Plan shall consist of package upgrades and enhancements, Program bug fixes, e-mail support, web support, telephone support, refresher training webinars, and a training video library. Training and custom programming are not covered under the ASUP Package.
- 10.2 Bug Fixes will be addressed within the scope of the delivered Product and within the scope of the proposed extended warranty period from 180 days to 1 year. After which, the Licensee agrees to the proposed maintenance to cover downstream issues in the Program's functionality.
- 10.3 ASUP is provided at no charge for the first year's use of the Product and begins on the date of software shipment.
- 10.4 In order to continue receiving complete support and upgrade benefits, ASUP fees will be invoiced on the one year anniversary date from software shipment to Licensee. The ASUP fee for subsequent years will be \$22,800 and covers services in Section 10.1 which are independent from the original System Training.
- 10.5 ASUP fees are subject to occasional price increases not to exceed three percent (3%). VCS will advise Licensee of the Software Support Fee for each successive renewal year at least sixty (60) days before the expiration of the preceding Software Support one year period.
- 10.6 The ASUP Package will be invoiced for a period of one (1) year. VCS will not generate Software Support Packages for periods of less than one (1) year.
- 10.7 Each year thereafter, ASUP will renew for another one-year period if renewed by Licensee as set forth below.
- 10.8 VCS will send an invoice to Licensee at least sixty (60) days prior to the expiration of Licensee's Annual Support & Upgrade Plan. Payment for renewed Annual Support & Upgrade Plan must be received by VCS before the expiration of the previous ASUP term in order to continue receiving the plan's benefits and services.
- 10.9 Licensee may terminate Software Support with or without cause and at anytime upon thirty (30) days written notice to VCS.

Costs & License Agreement

- 10.10 VCS shall not be required to refund pro rata any Software Support Fee for early termination, except when Licensee terminates with cause because VCS fails to comply with any terms or conditions of the Agreement.
- 10.11 If Software Support has been terminated or has lapsed, Licensee may reinstate, with written acceptance by VCS, its subscription to Software Support upon payment of (1) the annual Software Support Fee in effect at the time, plus (2) a reinstatement fee that is to be determined by VCS based on the length of the laps, the retail price of the Product, and any special work required to reinstate the Licensee's Product.
- 10.12 Licensee agrees and acknowledges that only VCS is authorized to service or maintain the Program. The Licensee is prohibited from providing access to the Compiled System Application by any party; other than the VCS, for the purpose of servicing, upgrading, maintaining, modifying, troubleshooting or repairing the Program.

11 TERM AND TERMINATION

- 11.1 The term of this Agreement shall commence upon the Effective Date and continue for a period of one year. The Licensee, at its sole option, may renew this Agreement for consecutive one-year terms upon either payment of the Annual Support & Upgrade Fee as contained above or at least ten (10) days written notice to VCS prior to the end of the preceding term.
- 11.2 Upon termination of this Agreement or the ASUP package for any reason whatsoever, Licensee must immediately notify VCS in writing or be responsible for any outstanding fees for services rendered.
- 11.3 Notwithstanding the above, this Agreement shall terminate upon thirty (30) days written notice by VCS to Licensee in the event Licensee fails to comply with any term or condition of this Agreement.
- 11.4 Upon termination of this Agreement, Licensee shall pay to VCS all fees due through the effective date of such termination based on specific delivered services and milestones as specified in this Agreement. Unless otherwise specified herein or otherwise agreed in writing, all fees collected or accrued prior to the date of termination shall be retained by VCS without any pro rata refund to Licensee.
- 11.5 The termination of this Agreement shall not extinguish any rights or obligation of the parties under this Agreement or applicable law, including without limitation, rights and obligations relating to the protection of Confidential Information.

12 GENERAL PROVISIONS

- 12.1 The Licensee will warrant that it has obtained lawful permission to use all hardware and other software required in order for the Program to be used on Licensee's computer system.
- 12.2 Duly Authorized. Licensee warrants that the signature executed on this Agreement is by a duly authorized employee, agent, or officer that is binding upon Licensee. VCS warrants the signature executed on this Agreement is by a duly authorized employee, agent, or officer that is binding upon VCS.
- 12.3 Modification. This Agreement may not be modified or amended except by a separate written agreement signed by an authorized representative of VCS and an authorized representative of the Licensee.
- 12.4 Waiver. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.

Costs & License Agreement

- 12.5 Entire Agreement. This Agreement constitutes the sole and entire agreement of the promises or agreements. There are no promises, covenants or undertakings other than those expressly set forth in this Agreement.
- 12.6 Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- 12.7 Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey. Venue for the purpose of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Ocean County, New Jersey.
- 12.8 Notice. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage paid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by the United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
- 12.9 Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision, or part thereof, shall not affect the validity or invalidity of any other provision.

13 FURTHER TERMS AND CONDITIONS.

- 13.1 All prices contained herein are subject to applicable state and local sales tax.
- 13.2 VCS will only ship/deliver the System after receipt of a duly executed Agreement and an official Purchase Order with a voucher or payment copy attached.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective officers duly authorized in their behalf as of the month, day, and year first above written.

Licensor Signature

Print Name

Date

Visual Computer Solutions Inc.

Licensee Signature

Print Name

Date

Agency: City of Duluth, MN

Costs & License Agreement

"LICENSE AGREEMENT ATTACHMENT A"

Pricing

Employee Count: Approximately 950

E. Software License Fees

VCS Time and Attendance Software

Time and Attendance Software: Unlimited Workstations
Employee Self Service Internet Portal
Timesheets and New World Payroll/HR Management and Interface
Training and Certification Management
Project, Extra Duty and Special Event Invoicing
Court Alert

Software Total \$114,000

F. Personnel Audio Response System (PARS)

HP ProLiant DL380 Server (with Raid) - 5
CTADE Runtime License
Port Analog Telephony Control Board
Nuance Real Speak Text To Speech Engine with unlimited maintenance and support

Total PARS Fees \$12,600

G. System Training

Online Installation, Data Configuration & Training
15 Days Onsite Training in the City of Duluth. All travel expenses included.
Full Implementation Plan for 950 employees

Implementation Total \$35,000

Complete Time and Attendance Solution Total \$161,600

H. Annual Support & Upgrade Plan (Included year 1)

Unlimited support
Unlimited Training
Frequent upgrades and enhancements
Training Video Library
Client Support Portal
All Minor and Major upgrades and enhancements

Annual Support & Upgrade plan starting year two \$22,800 per year.

Part 5: Scope of Work & Project Plan

Scope of Work & Project Plan

1. Project Description

The primary goal of Visual Computer Solutions (VCS) is to utilize the limitless capabilities of computerization to transform your agency's current time & attendance and scheduling management practices into an efficient, error-free process. The ultimate goal of this initiative is to enable all of your employees to focus on their most important job responsibilities by removing the cumbersome, time-consuming task of time & attendance and scheduling maintenance.

TIMES, Police Officer Scheduling System (POSS) and FIRES are Commercial Off-the-Shelf Systems (COTS) developed expressly for municipal and public safety institutions. TIMES, POSS and FIRES will provide real-time data from which information is instantly available from a multitude of reports, summaries, valuations, and histories. Easily accessible and accurate time & attendance and schedule information will empower your staff to make educated and timely decisions about resource allocation decisions, work schedules, overtime, and leave.

2. Objectives & Deliverables

Objective: VCS' mission is to ensure that your agency to achieves its computerized time & attendance and scheduling management, financial, and administrative goals in an organized and expeditious manner.

VCS' installation, implementation, and training programs will facilitate your staff to expertly monitor and retrieve information from the system in a short amount of time.

1. Consultation of the networked environment.
2. Installation of software system on server and workstations.
3. Data input training, building schedules and full data review.
4. Thorough training program for administrators, team leaders, and end-users.
5. Comprehensive support program to address all issues, questions, and software development.

Deliverables: The following materials will be delivered to your agency:

1. Software System
 - TIMES, POSS and FIRES
 - Timesheets/Payroll Reporting Module
 - Internet Portal Module
 - Extra Duty Billing Module

Scope of Work & Project Plan

Training-Certification Module

Court Alert Module

PARS Audio-Response System (inbound & outbound software)

2. Comprehensive Software Manuals
3. Training/Quick Reference Guides
4. Certified Project Manager and Trainers for a Comprehensive Implementation
5. Electronic Link to Software Upgrades
6. Electronic Link to Training Video Library
7. Electronic Link to Support Site

3. Project Collaborators

VCS will be the primary and only contractor for this Time & Attendance and Scheduling Software Implementation Project.

4. Intended Audiences or Beneficiaries

Direct beneficiaries of the Time & Attendance Project will be the administration, supervisors, and employees of your agency. Indirect beneficiaries of the Project are the community, local and state government representatives and the community at large.

The direct benefits which will be reaped from this system are as follows:

- ❖ Overtime management and fair distribution of extra duty assignments
- ❖ Strict adherence to Fair Labor Standard Act (FLSA) Rules and Regulations
- ❖ Automatic calculation and direct capture and transfer of hours worked
- ❖ Elimination of clerical and duplication errors with payroll
- ❖ Reduction of paperwork with electronic approval/denial of time off requests
- ❖ Reduction of total costs of administering leave management policies
- ❖ Analysis tools for reporting, projecting, and financial planning
- ❖ Instant access for entire workforce to time & attendance data, schedule information, overtime opportunities, and leave requests
- ❖ Streamlined operations with increased productivity
- ❖ Comprehensive management of training certifications
- ❖ Web-based Accessibility to empower employees to manage their own time
- ❖ Eliminate the cost of unnecessary overtime
- ❖ Fairly regulate and predict the cost of overtime
- ❖ Reduce potential liabilities and grievances

5. System Configuration Requirements

POSS System Requirements:

Server Specs: Windows Server 2003 or later; 2 GB memory; SQL Server 2005 or later

Processor: Intel Xeon 3GHZ, 4GB Memory

Workstations: Pentium 4 which runs on Windows XP, Windows 2000, Vista or Windows 7; 17-inch monitor running at 768 X 1024 screen resolution.

Disk Space: 2 GB free hard disk space

System Requirements for Internet Portal:

Server: must include IIS (Microsoft Internet Information Services).

Software: ASP.NET version 3.5

If the WEB Portal is to be used on the internal Intranet, then the same SQL Server which is installed will suffice. It is the Licensee's responsibility to ensure system security and to make sure the proper firewalls are in place. VCSI claims no responsibility for system security.

System Requirements for PARS. The following system requirements are necessary for the operation of PARS. All PARS equipment is quoted in the Cost Proposal of the RFP response.

Server: 2U Rack Mount or Tower Server

Processor: 3 GHZ Intel Xeon Processor

Memory : 4 GB Memory; 80 GB free disk space

Hardware: 1 full height PCI Slots per Dialogic Board; 3 USB Slots; D41JCTLS Dialogic Board; CTADE4RT Drivers

Third Party Software. POSS software uses Microsoft SQL Server. The cost for SQL Server, as well as its client access license (CAL), is not included in this proposal. The purchase and viability of SQL Server is the responsibility of the client. Client must check to confirm SQL Server 2005, as well as enough CALs will be in place.

Scope of Work & Project Plan

6. Project Team Responsibilities

In order to properly manage this project, VCS will assign an experienced project manager who will provide leadership throughout the project and help manage the day-to-day activities contributing to the success and delivery of the program. This consists of:

- Determining the project approach and timeline
- Defining team member roles and expectations
- Coordinating the efficient use of the VCS resources and services in coordination with the project time line
- Coordinate functions between the personnel of both project teams
- Monitor and report project activity
- Maintain full and open communications with the project stakeholders during the entire project

The best Client project teams include stakeholders at all levels, from administration to those individuals on the front line. All of these participants have specific knowledge/skill sets that will contribute directly to the project's success.

Characteristics of Successful Client Project Team members:

- Making the implementation a top priority
- Being proactive and open to communication
- Willingness to accept direction
- Organized
- Problem Solver
- Recognizing the value of this initiative
- Mission-oriented
- Enthusiastic; source of motivation
- Team player

Client will be responsible for defining the following project team members:

Project Advocate. The Project Advocate (PA) is your agency's source of motivation and enthusiasm for this implementation. In addition to having decision-making authority, the PA leads by example by promoting the changes and behaviors expected from all employees. The PA plays a key role in selecting Team Leads and guaranteeing that milestones are met.

Project Manager. The Project Manager (PM) is the liaison through which all communications pass, thus maintaining a communication structure. The PM remains involved throughout the duration of the project and is ultimately accountable for all

project details and deliverables being accomplished on the customer's side. Also possessing decision-making authority, the PM coordinates all Team leads listed below.

Scope of Work & Project Plan

Time & Attendance and Scheduling Professional Lead. Involved in all aspects of time & attendance, scheduling and training. Has intimate knowledge of time & attendance, scheduling needs and timesheet and schedule management. Should be easily accessible for meetings/training/regular conference calls during normal business hours. Will be responsible for training end-users. (This lead should have at least one other employee working in this capacity to learn the system.)

Information Technology Lead. Responsible for the agency's networked environment and preparing it for installation. Will assist with the installation of the time & attendance and scheduling software. Integral in uploading future upgrades and maintaining system.

Data Entry Lead. Responsible for gathering the necessary data for input into the time & attendance and scheduling system. Will participate in data entry and schedule build training.

Payroll Lead. Responsible for payroll functions and receiving payroll information from the time & attendance and scheduling system. Will participate in payroll training. (This lead should have one other employee working in this capacity to learn the system.)

Phases and Responsibilities

Phase	PA	PM	Scheduling Lead	IT Lead	Data Entry Lead	Payroll Lead
Installation & Setup	<ul style="list-style-type: none"> √ Decide on software presentation √ Choose project team 	<ul style="list-style-type: none"> √ Choose project team √ Coordinate project implementation dates 	<ul style="list-style-type: none"> √ Coordinate project implementation dates 	<ul style="list-style-type: none"> √ Assist with server installation √ Install software onto workstations √ Review IT requirements 		
Data Load & Review	<ul style="list-style-type: none"> √ Review Videos 	<ul style="list-style-type: none"> √ Provide data to DE Lead √ Review Videos √ Supervise data entry 	<ul style="list-style-type: none"> √ Provide data to DE Lead √ Review Videos √ Enter Data assist 	<ul style="list-style-type: none"> √ Site overview √ Baseline Drawing √ Review Videos 	<ul style="list-style-type: none"> √ Collect data for entry √ Enter data √ Review Videos 	<ul style="list-style-type: none"> √ Provide data to DE Lead √ Review Videos
Training	<ul style="list-style-type: none"> √ Attend Training Classes 	<ul style="list-style-type: none"> √ Attend Training Classes 	<ul style="list-style-type: none"> √ Attend Training Classes 		<ul style="list-style-type: none"> √ Attend Training Classes 	<ul style="list-style-type: none"> √ Attend Training Classes
Deployment		<ul style="list-style-type: none"> √ Run Parallel Schedules √ Practice system 	<ul style="list-style-type: none"> √ Run Parallel Schedules √ Practice system 			<ul style="list-style-type: none"> √ Run Parallel Schedules
Cutover to Go Live	<ul style="list-style-type: none"> √ Switch off legacy system √ Monitor Schedules 	<ul style="list-style-type: none"> √ Switch off legacy system √ Monitor Schedules 	<ul style="list-style-type: none"> √ Switch off legacy system √ Monitor Schedules 	<ul style="list-style-type: none"> √ Conduct upgrade with VCS technician 		<ul style="list-style-type: none"> √ Practice Payroll runs

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		√ Sign off on project				
Support & Upgrades	√ ASUP Review √ Utilize support portal		√ Parallel Payroll Test √ Utilize support portal			

5. Project Phases and Schedule

PHASES

The VCS phased methodology approach for implementation includes:

IMPLEMENTATION KICK-OFF

The implementation kick-off meeting/conference call introduces your Project Team to your VCS Implementation Project Manager and Trainer(s). The focus is on evaluating current practices and procedures, planning for installation and training, and coordinating personnel. It is the foundation for transforming your time & attendance and scheduling needs and objectives into a successful software solution. All specific project requirements for future phases are defined at this stage.

INSTALLATION & SETUP

In conjunction with the Client's IT lead, VCS' Software Implementation Specialists work to efficiently install the time & attendance and scheduling system while covering database back-up, disaster recovery, and database maintenance procedures. VCS' E-Z Set-Up Wizard and Advanced Setup will compile scheduling rotations, employee information, payroll steps, and labor laws to effortlessly produce a live customized database in a short amount of time.

DATA INPUT & REVIEW

VCS' Implementation Specialists will conduct online sessions with your Data Input Lead(s) to demonstrate the proper employee data loading techniques. Following those sessions, the Client will be responsible for entering the remaining employee data. A review of all data by VCS technicians will complete this phase and ready your agency for your software instruction.

Scope of Work & Project Plan

SOFTWARE TRAINING

VCS' Train-the Trainer program ensures that your administrative staff has been trained on the same modules and processes, increasing efficiency and communication throughout the organization. Training creates a shared sense of purpose and knowledge of the new time & attendance and scheduling processes, and motivates all users to employ its functionalities to the fullest extent possible. Our comprehensive training program includes a combination of presentations, hands-on training, one-on-one mentoring, self-paced learning videos, and practice sessions with exercises.

DEPLOYMENT

During this phase, the legacy system is operated simultaneously with the new VCS software system. Parallel processing involves dual entry of data into both systems which is then processed for comparison of outcomes and resolution of any discrepancies.

GO LIVE

Go Live is the final phase of implementation that immediately follows the successful run of both VCS and legacy time & attendance and scheduling systems. All schedules are live, reports can be accessed and printed, and time balances viewed.

ANNUAL SUPPORT & UPGRADE PLAN

VCS' Annual Support & Upgrade Plan [ASUP] is provided to all clients during their first year of service at no additional cost. ASUP protects the integrity of the time & attendance and scheduling software and provides added benefits to the end user, such as refresher training classes; software upgrades and enhancements; unlimited phone, e-mail, and webinar support; and a training video library.

6. Services to be Provided

VCS provides the following services to our Clients:

- ✓ Onsite Training in Duluth, MN
- ✓ Project Management
- ✓ Training in VCS' New Jersey Training Facility
- ✓ Online Training and Webinar Classes
- ✓ Training Video Library
- ✓ Consultation Services
- ✓ Software Installation and Upgrades
- ✓ Annual Support & Upgrade Plan (ASUP)

7. Methods

Training Methodology

VCS' Training Program utilizes a combination of presentations, hands-on training, one-on-one mentoring, self-paced learning videos, and practice sessions with exercises which enables agencies to achieve a high level of proficiency in using the system as rapidly and effectively as possible.

The focus of all training is on:

- background on the software's functional features
- thorough instruction in the operation of the software
- how to integrate the software with other administrative features
- how to integrate the software with New World Systems payroll software

VCS delivers training in a variety of ways in order to keep instruction interesting and fresh:

Online Training Sessions – Interactive learning over the web with a VCS instructor.

On-Site Training – VCS instructor travels to client's location to teach in a classroom setting.

VCS Training Facility – Hands-on training in our Freehold, NJ computer lab without the typical workday distractions.

Video Training and Training Guides– Self-paced video training which allows all users (from Administration to End-User) to view the features and functions of the time & attendance and scheduling system.

Refresher Classes – Regularly scheduled classes at VCS' Training Facility which cover topics from time & attendance and scheduling basics to full system administration.

8. Risk Management

Risk management is an essential activity that has to be performed throughout the life of the project. Risks arise from uncertainty surrounding project parameters, external dependencies, and results. When uncertainty ends, the risk ceases to exist.

The premise of risk management is that change is to be expected as part of any project. As uncertainties play out either way, change occurs. Expecting change and proactively managing and responding to it will provide our teams the opportunity to use successful strategies to combat risks.

Scope of Work & Project Plan

Schedule

The schedule for each phase is very aggressive. A slip in the schedule in one of the other phases could result in a subsequent slip in future phases. Close project management is crucial to meeting the forecasted completion date.

Technical

Tests are conducted at every phase to ensure that the system is running properly. VCS will run all tests in parallel with the production system so that there is no downtime of the current system.

Management

Management support is required so if the project falls behind, the implementation schedule gets squeezed to make up for the delay. Management can reduce the risk of delays by supporting the test team throughout the testing phase and assigning people to this project with the required skills set.

Personnel

Due to the cumulative effect of the implementation phases, it is very important to have an experienced and committed team on this project. Unexpected turnovers can impact the schedule. If attrition does happen, all efforts must be made to replace the experienced individual.

Change of Work

The implementation and test schedule are based on the current Deliverables document. Any changes to the deliverables/requirements could affect the schedule and will need to be submitted on a Change of Work form and pre-approved by VCS.

9. Testing and Evaluation Processes

Throughout your implementation process, the time & attendance and scheduling software system is going through rigorous testing and configuration to meet your agency's specific needs.

Installation System Test. This will verify that all application functions work satisfactorily in accordance with their original specifications. Hardware and software components are tested to validate their interoperability. The following is a list of functions that will be tested:

- Software load complete on server
- Software functionality on client workstations
- Additional hardware components: kiosks, photo identification system, etc.
- Accuracy of data input
- Software system security features
- Web Portal Internet connection
- E-mail scheduling notifications

Scope of Work & Project Plan

Data Review Test. The purpose of this test is to make sure day off, overtime slips, time balances, and time & attendance and schedule information are all accurate. Time & attendance and Scheduling entries are to be compared with paper (legacy) system for accuracy.

Parallel Payroll Test. The legacy system is operated simultaneously with the new software system. Parallel processing involves a dual entry of data into both the old and new systems. The data is then processed by both systems, outcomes are compared, and discrepancies are resolved. Parallel processing also provides important real-time training and familiarity for staff who will interact directly with your time & attendance and scheduling system and payroll transactions.

10. Review Processes

System Review is a review of the software functions performed prior to the system being delivered to a live environment. Each “test case” below forms part of the overall review and proves what the input to the system consists of, and what the expected output should be.

System Review

- Proper entry of day off and OT slips.
Check individual time balances
- Approve / Deny Day Off and OT Slips in Application
- time & attendance and Schedule Adjustments and/or rebuilds
- Check for access to all screens in system
- Verify paper slips match existing time & attendance and scheduling entries
- Compare timesheets in scheduling system to legacy System
- Check the format of payroll export
- Verify accuracy of paper slip information
- Sick Leave Balance Calculation

Scope of Work & Project Plan

The **final cutover** ensures all application areas and the technical team are ready for 'live' transactions to be entered into the new system. The final cutover checklist reviews points of readiness that are the critical path to continuing the cutover.

Task

- Integration Testing complete
- Initial Authority to Operate received Client PM
- Training Program complete
- Documentation distributed
- Equipment operating
- Accuracy of Data verified
- Conversions verified
- Help desk established
- Legacy systems and input stopped
- Final signoff

11. Change Order Procedure

If Client decides that the original plans do not best represent his/her definition for the finished project after the original scope of work and/or contract is formed, a *Change of Work Order* must be completed. (A Change Order is work that is added to or deleted from the original scope of work of a contract, which alters the original contract amount or completion date.)

During a meeting between both parties, the VCS and Client Project Managers will discuss and then write a change order that describes the new work to be done (or not done), and the price to be paid for new work. Once this change order is submitted and approved, it then becomes part of the contract.

12. Payment Schedule and Information

Schedule

The following steps describe the payment schedule for this project:

- Software fees invoiced upon software shipment.
- Hardware fees invoiced upon order.

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- Training fees invoiced on first day of training.

13. Warranty and Support

Annual Support and Upgrade Plan (ASUP)

The *Annual Support & Upgrade Plan* is a service offered by Visual Computer Solutions, Inc. to which our clients can subscribe. It is a resource that protects the integrity of the Application software and provides added benefits to the user. ASUP ensures that the time & attendance and scheduling system is stable and fully functional within your agency's networked IT environment. Frequent software enhancements and upgrades are provided to maintenance subscribers on a quarterly (or more frequent) basis.

ASUP is provided free of charge for one full year from the date of software shipment.

For subsequent years, ASUP is calculated at 20% of the software licensing fees. Clients are given the opportunity to either continue or cancel the service at the end of each contracted year.

ASUP

<i>Proposed Services</i>	<i>System Software</i>
What is the length of the warranty (months)?	Twelve months (renewable every year)
What are the hours of warranty coverage (e.g., M-F 0700-1800)?	M-F 8AM-8PM
What are the hours of maintenance coverage (after the warranty expires)?	M-F 8AM-8PM
Warranty/Maintenance Services:	
• Telephone Support (Y/N)?	Yes
• Toll Free "800" number (Y/N)?	Yes 888-864-4144
• Remote VPN software diagnostics (Y/N)?	Yes
• Updates, enhancements and bug fixes included (Y/N)?	Yes

Scope of Work & Project Plan

Proposed Services	System Software
<ul style="list-style-type: none"> • How often are enhancements provided? 	Quarterly
Service/Support Response Time (hours):	
<ul style="list-style-type: none"> • Via telephone/VPN 	
<ul style="list-style-type: none"> - Average? 	5 min - ½ Hour
<ul style="list-style-type: none"> - Guaranteed? 	4 hours
On-site	
<ul style="list-style-type: none"> - Average? 	5 Days
<ul style="list-style-type: none"> - Guaranteed? 	10 Days
On-Call "After Hours" Services (e.g., M-F 1800-0700):	Yes
Hourly rate for service personnel?	150.00/hour/after hours
<ul style="list-style-type: none"> • Minimum hours charged? 	One

ASUP provides Clients with a variety of support options when assistance is needed for their time & attendance and scheduling system. Support options are described in detail below.

Phone Support. Telephone support is available Monday through Friday from 8AM-8PM EST. Calls can be made to VCS' toll-free number during these hours to speak with a certified time & attendance and scheduling professional.

E-mail/Ticket Support. VCS' e-support is a virtual location which is available 24/7 for the application's support and information. Here, Clients can access application downloads,

knowledgebase articles, FAQs, videos, VCSI news, and *support ticket* reporting. Support Tickets are used if there is a software question or issue that a Client needs to have addressed. Clients click "*submit a ticket*" and are then directed to a form where the nature of the issue is described. A solution to the problem will be uploaded to the site.

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Virtual Meeting Room Support. VCS subscribes to the virtual meeting service, *GoTo Meeting*. From that location, Clients and VCS professionals can meet online and view the same live application screens for either training purposes or problem resolution.

VPN Connection. VCS-Client computer connections are available to Clients who prefer us to take an internal look at the system to diagnose a high priority support situation.

Annual Well Checkup. A VCS time & attendance and scheduling professional will meet or conference with Clients at least once a year to check on the system's functionality, review procedures, and assess the agency's needs.

Training Video Library. A complete library of training videos is available 24/7 on VCS' support site. Employees can learn and review all aspects of our time & attendance and scheduling systems at their own pace.

Refresher Training Courses and Webinars. ASUP subscribers can also benefit from online refresher webinars and classes held online or at our Freehold, New Jersey Training Center at no additional cost. These classes give clients the opportunity to spend time with our time & attendance and scheduling professionals in a personalized setting in order to augment their understanding of computerized time & attendance and scheduling.

Scope of Work & Project Plan

City of Duluth Project Plan

ID	Task Mode	Task Name	Duration	Start	Finish	Aug 1, '11							Aug 8,			
						M	T	W	T	F	S	S	M	T		
1		City of Duluth Project Plan	101 days?	Mon 8/1/11	Mon 12/19/11											
2		1st Block - Kick off meeting- Onsite/ Conference call	1 day	Mon 8/1/11	Mon 8/1/11											
3		Review Installation and Implementation Plan	1 day	Mon 8/1/11	Mon 8/1/11											
4		Product Overview	1 day	Mon 8/1/11	Mon 8/1/11											
5		Implementation Team Selection	0 days	Mon 8/1/11	Mon 8/1/11											
6		Installation process, server & workstation configuration, PARS, ASUP, Timesheets/payroll and Web Portal	0 days	Mon 8/1/11	Mon 8/1/11											
7		Data import option	0 days	Mon 8/1/11	Mon 8/1/11											
8		Implementation Timeline	0 days	Mon 8/1/11	Mon 8/1/11											
9		Confirm System Requirements	0 days	Mon 8/1/11	Mon 8/1/11											
10		Identify and discuss Department Time and Attendance Information	0 days	Mon 8/1/11	Mon 8/1/11											
11		Collection of Employee Data for Input	0 days	Mon 8/1/11	Mon 8/1/11											
12		Discuss training methodology & blocks of instruction	0 days	Mon 8/1/11	Mon 8/1/11											
13		Review Software Customizations and/or Interfaces	0 days	Mon 8/1/11	Mon 8/1/11											
14		Review Hardware Order, Phone line requirements	0 days	Mon 8/1/11	Mon 8/1/11											
15		How to Prepare Employees for Implementation	0 days	Mon 8/1/11	Mon 8/1/11											
16		Review installation and implementation Plan Complete	0 days	Mon 8/1/11	Mon 8/1/11											
17		2nd Block - Installation (onsite or remote)	1 day	Tue 8/2/11	Tue 8/2/11											
18		Install CORE Software Components	1 day	Tue 8/2/11	Tue 8/2/11											

Project: City of Duluth Project Pla Date: Mon 7/25/11	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Scope of Work & Project Plan

ID	Task Mode	Task Name	Duration	Start	Finish	Aug 1, '11							Aug 8,			
						M	T	W	T	F	S	S	M	T		
19		Server, workstations, PARS software, Employee Internet Portal	1 day	Tue 8/2/11	Tue 8/2/11											
20		Agency data import	0 days	Tue 8/2/11	Tue 8/2/11											
21		Have phone lines, application and web portal tested	0 days	Tue 8/2/11	Tue 8/2/11											
22		Client sign off of Software acceptance sheet	0 days	Tue 8/2/11	Tue 8/2/11											
23		Installation of CORE Software Components Complete	0 days	Tue 8/2/11	Tue 8/2/11											
24		3rd Block - EZ Set up Training (remote session)	1 day	Wed 8/3/11	Wed 8/3/11											
25		Instruction on Initial Set-Up and Configuration	1 day	Wed 8/3/11	Wed 8/3/11											
26		Time & Attendance and Schedule Set-Up and Configuration Meeting	1 day	Wed 8/3/11	Wed 8/3/11											
27		Set-Up and Configuration of System Database	0 days	Wed 8/3/11	Wed 8/3/11											
28		Schedule & Roster Creation and Build	0 days	Wed 8/3/11	Wed 8/3/11											
29		Creation of Employee Profiles	0 days	Wed 8/3/11	Wed 8/3/11											
30		Creation of Business and Collective Bargaining Rules for Time & Attendance and Schedule Operation	0 days	Wed 8/3/11	Wed 8/3/11											
31		Instruction on Initial Set-Up and Configuration Complete	0 days	Wed 8/3/11	Wed 8/3/11											
32		4th Block - Client data entry	30 days	Thu 8/4/11	Wed 9/14/11											
33		Client to Complete Agency Data Entry	30 days	Thu 8/4/11	Wed 9/14/11											
34		Agency Data Entry Complete	0 days	Wed 9/14/11	Wed 9/14/11											
35		5th Block - Data Entry Review	10 days	Thu 9/15/11	Wed 9/28/11											
36		Time & Attendance and Schedule Data Entry Review Meeting	2 days	Thu 9/15/11	Fri 9/16/11											
37		Data Entry Review Meeting	4 days	Mon 9/19/11	Thu 9/22/11											

Project: City of Duluth Project Pla Date: Mon 7/25/11	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Scope of Work & Project Plan

ID	Task Mode	Task Name	Duration	Start	Finish	Aug 1, '11							Aug 8,			
						M	T	W	T	F	S	S	M	T		
38		VCS Project Manger & Lead Trainer to review data entered for acuracy	1 day	Mon 9/19/11	Mon 9/19/11											
39		Correction of data errors	3 days	Tue 9/20/11	Thu 9/22/11											
40		Onsite Training Dates Scheduled	4 days	Fri 9/23/11	Wed 9/28/11											
41		Data Entry Review Complete	0 days	Wed 9/28/11	Wed 9/28/11											
42		6th Block - On-Site Training	5 days	Thu 9/29/11	Wed 10/5/11											
43		User Training	4 days	Thu 9/29/11	Tue 10/4/11											
44		Administrator Training	1 day	Thu 9/29/11	Thu 9/29/11											
45		Operator Training	0 days	Thu 9/29/11	Thu 9/29/11											
46		Supervisor Training	0 days	Thu 9/29/11	Thu 9/29/11											
47		End User Training	1 day	Fri 9/30/11	Fri 9/30/11											
48		Payroll and Other Modules Training	1 day	Mon 10/3/11	Mon 10/3/11											
49		Employee Internet Portal Training	1 day	Tue 10/4/11	Tue 10/4/11											
50		VCS Support Training	0 days	Tue 10/4/11	Tue 10/4/11											
51		Review New World, Infor, RT Vision One and Tiburon Interface Configurations in Preparation for Parallel Payroll Testing	1 day	Wed 10/5/11	Wed 10/5/11											
52		Client sign off of Training acceptance sheet	0 days	Wed 10/5/11	Wed 10/5/11											
53		7th Block - Project Status Conference Call	1 day	Thu 10/6/11	Thu 10/6/11											
54		Time & Attendance Project Status Conference Call	1 day	Thu 10/6/11	Thu 10/6/11											
55		Project Status Meeting	0 days	Thu 10/6/11	Thu 10/6/11											
56		Review all completed schedule based work in preparation for going live with agency schedules	0 days	Thu 10/6/11	Thu 10/6/11											
57		Review any client questions, concerns or issues	0 days	Thu 10/6/11	Thu 10/6/11											

Project: City of Duluth Project Pla Date: Mon 7/25/11	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

Scope of Work & Project Plan

ID	Task Mode	Task Name	Duration	Start	Finish	Aug 1, '11							Aug 8,			
						M	T	W	T	F	S	S	M	T		
58		Review any payroll custom interfaces that will be needed to complete payroll data push to agency payroll provider	0 days	Thu 10/6/11	Thu 10/6/11											
59		Project Status Meeting Complete	0 days	Thu 10/6/11	Thu 10/6/11											
60		8th Block – Time & Attendance and Schedule (only)	16 days	Fri 10/7/11	Fri 10/28/11											
		Parallel Testing														
61		Operate legacy schedule system simultaneous with new scheduling solution. Dual entry in both systems.	14 days	Fri 10/7/11	Wed 10/26/11											
62		Review and resolve any discrepancies	2 days	Thu 10/27/11	Fri 10/28/11											
63		Parallel Time & Attendance and Schedule Testing Complete	0 days	Fri 10/28/11	Fri 10/28/11											
64		9th Block – Select Schedule "Go Live" Date	1 day	Mon 10/31/11	Mon 10/31/11											
65		Coordinate and Schedule Optimum Time & Attendance and Schedule "Go Live" Date	1 day	Mon 10/31/11	Mon 10/31/11											
66		Time & Attendance and Schedule "Go Live" Date Confirmed	0 days	Mon 10/31/11	Mon 10/31/11											
67		10th Block – Parallel New World Payroll Preparation Testing	33 days	Tue 11/1/11	Thu 12/15/11											
68		Operate legacy New World payroll preparation system simultaneous with new payroll preparation solution. Dual entry in both systems.	31 days	Tue 11/1/11	Tue 12/13/11											
69		Review and resolve any discrepancies	2 days	Wed 12/14/11	Thu 12/15/11											
70		Parallel New World Payroll Preparation Testing Complete	0 days	Thu 12/15/11	Thu 12/15/11											
71		11th Block – Select Payroll "Go Live" Date	1 day	Fri 12/16/11	Fri 12/16/11											
72		Coordinate and Schedule Optimum New World Payroll "Go Live" Date	1 day	Fri 12/16/11	Fri 12/16/11											

Project: City of Duluth Project Pla Date: Mon 7/25/11	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Deadline	
	External Tasks		Duration-only		Progress	

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Scope of Work & Project Plan

ID	Task Mode	Task Name	Duration	Start	Finish	Aug 1, '11							Aug 8,			
						M	T	W	T	F	S	S	M	T		
73		Time & Attendance and Schedule "Go Live" Date Confirmed	0 days	Fri 12/16/11	Fri 12/16/11											
74		12th Block - Project Completion	1 day?	Mon 12/19/11	Mon 12/19/11											
75		Schedule Necessary Follow Up Sessions	1 day?	Mon 12/19/11	Mon 12/19/11											
76		Project Completion Client Sign Off	0 days	Mon 12/19/11	Mon 12/19/11											

Project: City of Duluth Project Pla
Date: Mon 7/25/11

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

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EXHIBIT C



AGREEMENT
Between the
CITY OF DULUTH
and
LOCAL 101 INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS
2011

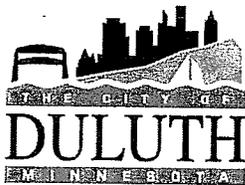


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THIS AGREEMENT, executed the 23rd day of April, 2012, is entered into by and between the CITY OF DULUTH, hereinafter called the "Employer", and LOCAL 101, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter called the "Union".

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 The intent and purpose of this Agreement is to:
 - A. Establish certain hours, wages and other terms and conditions of employment, and
 - B. Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.
- 1.2 The Employer and the Union, through this Agreement, continue their dedication to the highest quality fire protection to the citizens of Duluth. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - DEFINITIONS

- 2.1 Chief Administrative Officer means the Chief Administrative Officer to the Mayor of the City of Duluth, or the person designated in writing by the Chief Administrative Officer.
- 2.2 Annual Pay means the employee's basic monthly pay added to his/her longevity award as provided for in Article 14, his/her public service duty, E.M.T. allowance, and roll call pay as provided for in Article 15, and his/her educational credit allowance as provided for in Article 16, multiplied by 12.
- 2.3 Appointing Authority means the Chief Administrative Officer, Chief, Deputy Chief or acting Chief.
- 2.4 Assignment means an instruction from the employer to an employee directing the employee to perform work in the same department and in the same job classification.
- 2.5 Basic Hourly Rate means the employee's basic annual pay divided by 2920 for employees whose normal work week is fifty-six (56) hours, or divided by 2080 for employees whose normal work week is forty (40) hours.
- 2.6 Basic Monthly Pay means the employee's monthly salary provided for in Appendix I of this Agreement, but does not mean monthly compensation.
- 2.7 Board means the Civil Service Board of the City of Duluth.
- 2.8 Chief means the Chief of the Duluth Fire Department.

- 2.9 Continuously employed means a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by authorized leave of absence, sick leave, vacation or military leave of absence, absence due to injury compensable under worker's compensation, or for a period, not to exceed two years, while on long-term disability.
- 2.10 Day means for sick leave and holiday purposes a period of twelve (12) consecutive hours for employees whose normal work week is fifty-six (56) hours and eight (8) hours for employees whose normal work week is forty (40) hours.
- 2.11 Demonstration -- The act, process or means of showing to the public, away from the firehall, the operation; apparatus; equipment; or techniques of the fire service/emergency medical service. Example: The viewing of equipment/apparatus, etc., in a parade, or parking at a public function would not be considered a demonstration. The showing of the operation of equipment/apparatus or the proper techniques of the fire service/ of emergency medical care would be considered a demonstration.
- 2.12 Demotion -- instruction from employer to employee that the employee shall work in a different job classification, which classification is in a lower salary range than the one the employee had been in before receiving the instruction.
- 2.13 Emergency means any call that requires an immediate response or situations so defined by the Chief or an authorized person acting in his/her absence.
- 2.14 Employee means a member of the formally recognized bargaining unit represented by the Union and defined as a public employee in Minnesota Statutes.
- 2.15 Fire Department means the Duluth Fire Department.
- 2.16 Full-time Employee - An employee who is employed at least 35 hours per week.
- 2.17 Grievance means a dispute or disagreement as to the interpretation or application of the terms of this agreement.
- 2.18 Grievance Committee means not more than five (5) members of the Union designated by the Union to process grievances.
- 2.19 Human Resources Manager means the personnel director for the City of Duluth.
- 2.20 The term job related injury shall mean an injury suffered by an employee that arises out of and in the course of employment by the employer, City of Duluth, exclusively. The term "job related disability" shall mean a medical disability arising out of and in the course of employment by the employer, City of Duluth, exclusively.

- 2.21 Non-duty disability - a physical condition which renders an employee incapable of performing work assigned to him/her by the employer, and which is not compensable under the worker's compensation law.
- 2.22 Position - a job which the employer has determined shall be performed by one person in a single job classification.
- 2.23 Secretary means the Secretary of the Civil Service Board as defined by Chapter 13 of the Duluth City Code.
- 2.24 Shift means an eight (8) hours work period for personnel whose normal work week is forty (40) hours and a twenty-four (24) hour work period for personnel whose normal work week is fifty-six (56) hours.
- A. Afternoon shift means a shift starting between 1:30 p.m. and 9:30 p.m.
- B. Night shift means a shift starting between 9:30 p.m. and 5:30 a.m.
- 2.25 Work group means the "A", "B" or "C" Shift.

ARTICLE 3 - RECOGNITION

- 3.1 The Employer recognizes the Union as the exclusive bargaining representative of all personnel working in the job classifications listed in Appendix I of this Agreement, and who are public employees as defined by P.E.L.R.A.

ARTICLE 4 - DUES CHECKOFF

- 4.1 The Employer shall deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by the Union. The Union shall indemnify and hold harmless the employer for and from any claims for wrongful dues deduction which is occasioned by Union action or neglect.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The Employer and Union recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Fire Department and to meet its obligations under federal, state and local law, such rights to include, but not be limited to those rights specified in Minnesota Statutes, Section 179A.07, Subd 1; the right to direct the working forces; to plan, direct and control all the operations of the Fire Department; to determine the methods, means, organization and number of personnel by which such operation and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce

reasonable rules and regulations; and to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 6 - SAVINGS CLAUSE

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

ARTICLE 7 - HOURS OF WORK

- 7.1 For employees scheduled to work a 56-hour schedule, including those working in the positions of Assistant Fire Chief, Fire Captain, Fire Equipment Operator and Fire Fighter the normal work week shall be an averaged fifty-six (56) hours. Such work week shall be based on scheduled twenty-four (24) hour shifts; provided, however, that the normal work week for such employees may exceed an averaged fifty-six (56) hours over the period of a calendar year when such excess hours result from use by the Employer of a schedule making use of a three (3) platoon system, with each platoon scheduled to work eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle.
- 7.2 For employees scheduled to work a 40-hour schedule, including those working in the positions of Fire Inspector, Fire Marshal, Deputy Fire Marshal, and for employees assigned to the shop section of the Fire Department, or assigned to work in the Fire Department training office or Fire Prevention office, the normal work week shall be an averaged forty (40) hours and the normal work day shall be eight (8) hours.
- 7.3 For employees scheduled to work a 40-hour schedule, flexible scheduling of the normal work week may be allowed when the changed schedule does not result in increased cost, and is approved by the Chief and the employee requesting a schedule change. However, the normal work week shall remain an averaged forty (40) hours. Shift Differential pay shall not be paid to an employee while working a flexible schedule.
- 7.4 Employees may earn compensatory time off in lieu of overtime when approved by the Chief and the employee. Employees may take compensatory time off only when approved by the Chief. The compensatory time will be maintained in the employee's bank, to a maximum of 480 hours. Any employee with a compensatory bank balance at the end of the day on December 31st of each year, shall have said hours, up to a maximum of 200 hours, converted into cash at their current rate of pay at the time of the conversion, and deposited into their post employment health care savings plan account, known as the Minnesota Health Care Savings Plan, administered by, and

pursuant to approval of the Minnesota State Retirement System. The deposit shall take place no later than March 15th of the following year.

- 7.5 The Employer shall ensure that the monthly work schedule is completed and posted a minimum of three days prior to the first day of each month. The Employer shall ensure that any employee affected by a change to the work schedule after it is posted is notified.

ARTICLE 8 - SALARY PROGRESSION

- 8.1 The monthly salaries shall be as indicated in Appendix I.
- 8.2 An employee assigned to work in a job classification different from his/her own, shall, while assigned to work in such different classification, be compensated at the pay range provided for such different classification at the same step within such pay range as such employee is at within his/her own classification at the time such assignment is made.
- 8.3 When an Assistant Chief is assigned to work in the position of Assistant Chief for Squad #251, he/she shall be paid according to the pay range for Assistant Chief I in Appendix I of this agreement.
- 8.4 When an Assistant Chief is assigned to work in the position of Assistant Chief for Squad #252, he/she shall be paid according to the pay range of Assistant Chief II in Appendix I of this agreement.
- 8.5 An employee appointed to a permanent position in the classified service from a civil service employment list (open examination) shall be placed in Step A of the appropriate pay range as determined by this article except when otherwise recommended and justified by the Chief with the approval of the Chief Administrative Officer.
- 8.6 A person performing the function of Training officer shall be paid, at the minimum, at the rate of pay range 231, Step E.
- 8.7 Pay ranges shall be five percent (5%) apart using range 226, Step E as a base. Each pay range increase shall be calculated by using the total of the range below it plus five percent (5%).
- 8.8 Starting pay for employees covered by this contract shall be ninety percent (90%) of the pay in Appendix I of Firefighter, Step A. After completion of twelve (12) months, pay shall be increased by one-half of the difference between ninety percent (90%) of the pay of Firefighter, Step A and Firefighter, Step E. After twenty-four (24) months, the pay shall be that of Firefighter, Step E.
- 8.9 In addition to all other compensation paid to an employee pursuant to this agreement, employees may be paid additional compensation, or granted additional benefits, from

time to time in accordance with the rules and regulations of the City Employee Suggestion Awards Program. The rules and regulations for such program shall be established by the Mayor and shall be effective upon the filing of a copy of such rules and regulations in the Office of the City Clerk. The Mayor may amend such rules and regulations from time to time and such amendments shall be effective thirty (30) days after filing a copy thereof in the Office of the City Clerk.

- 8.10 FLSA Calculation. The Employer shall calculate any amount of pay owing to an employee due to operation of the Federal Fair Labor Standards Act. In making the calculation, the Employer shall consider time off on a duly scheduled vacation to be time worked.
- 8.11 When an employee is directed by the Employer to appear in court during a time when the employee is not scheduled to work, the employee shall be paid at his or her normal rate of pay for time spent at the court appearance.

ARTICLE 9 - OVERTIME - MANPOWER SHORTAGE

- 9.1 Except as provided in Article 10, employees whose normal work week is fifty-six (56) hours who work hours in excess of their normal work week because of a manpower shortage in the Department shall be compensated for such excess hours worked at the rate of one and one-half (1½) times their basic hourly rate.
- 9.2 Employees who work hours in excess of their normal work day or work week shall be compensated for such excess hours at the rate of 1.5 times the employee's hourly rate in the position being filled during the overtime.
- 9.3 Insofar as practicable, without reducing efficiency of work performance, opportunities to work overtime covered by this article shall be distributed as equally as practicable among employees, provided the employees are qualified to perform the specific overtime work required. If an employee establishes that he/she has not received his/her fair share of overtime, such employee shall have preference to future overtime until reasonable balance is re-established.
- 9.4 Overtime refused, shall, for distribution purposes, be considered as overtime worked, unless a valid excuse is certified by the Chief or his/her designated agent. Overtime either refused or worked on Christmas Day, Independence Day, Labor Day, Thanksgiving Day or New Year's Day, as such holidays are defined in Minnesota Statutes Annotated, 1971, Section 645.44, Subd. 5, shall not, for distribution purposes, be considered as overtime worked or refused.
- 9.5 Overtime is to be computed to the nearest fifteen (15) minutes.
- 9.6 A record of all overtime worked/earned in shifts or refused shall be made available to the Union and sent out to each firehall every three months.

- 9.7 Employees who, at the request of the employer, return to work overtime shall receive a minimum of two (2) hours' pay, each time they report. Employees who are requested in writing to attend required training outside their scheduled shift shall receive overtime for their actual time spent in training rounded off to the nearest fifteen (15) minutes.

ARTICLE 10 - OVERTIME - EMERGENCY

- 10.1 Employees who work in excess of their normal work week because they are called back for an emergency, or are required to continue work due to an emergency after completion of a shift shall be compensated for such excess time worked at the hourly rate of one and one-half (1½) times their annual pay divided by 2080. Employees called back on Christmas shall be compensated at the hourly rate of two (2) times their annual pay divided by 2080.
- 10.2 Employees who are called back for an emergency shall receive a minimum of four (4) hours pay at the rate specified in this article.
- 10.3 Emergency overtime pay shall be paid at the 40 hour schedule rate.

ARTICLE 11 - SHIFT DIFFERENTIAL

- 11.1 Employees whose averaged work week is forty (40) hours who work the night shift shall, in addition to regular pay and allowances, receive a pay differential of \$.40 per hour.
- 11.2 Employees whose averaged work week is forty (40) hours who work the afternoon shift shall, in addition to regular pay and allowances, receive a pay differential of \$.25 per hour.
- 11.3 No employee shall receive such shift differential for any time for which the employee will receive overtime compensation provided for in Articles 9 and 10 of this Agreement.

ARTICLE 12 - UNIFORM ALLOWANCE

- 12.1 Upon employment, the City will furnish to the employee two (2) uniforms, which shall consist of two (2) pairs of pants, one (1) cold weather jacket, one (1) warm weather jacket, two (2) dress shirts, one (1) hat and one (1) tie.
- 12.2 The pay provided for in the appendix, and in this agreement, includes an amount to compensate employees for the purchase or replacement of worn or damaged items of uniform and for the purpose of cleaning uniforms.

- 12.3 Uniform clothing worn by an employee shall be kept neat, clean, pressed, and shall not be worn if threadbare, stained or otherwise determined unserviceable by an employee's supervisor.
- 12.4 Management shall determine the required uniform. No more often than once every 10 years, and if management has required a new style of uniform, then the employer shall furnish a new initial issue to each affected employee.

ARTICLE 13 - HOLIDAYS - PERSONAL LEAVE

- 13.1 Employees whose averaged work week is fifty-six (56) hours shall receive eleven (11) days off with pay in lieu of time off for holidays, and shall receive two shifts off with pay for personal leave, except that employees who work only part of a calendar year shall receive a proportional number of days or shifts off. Days off in lieu of holidays may continue to be scheduled in conjunction with vacations. Holidays are: New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas Day, Veterans' Day, Martin Luther King Day, Presidents' Day, December 24th, the Friday following Thanksgiving and Memorial Day.
- 13.2 Employees whose averaged work week is forty (40) hours shall receive eleven (11) 8-hour days off with pay in lieu of time off for holidays, and shall receive four (4) 8-hour days off with pay for personal leave, except that employees who work only part of a calendar year shall receive a proportional number of days off. Any such employee who is required to work a shift which commences on New Year's Day, the Fourth of July, Labor Day, Thanksgiving or Christmas shall receive additional compensation equal to four (4) hours of pay at the employee's basic hourly rate. Forty-hour employees must use all four of their personal leave days before the end of the calendar year or they are lost, except in special circumstances the Chief Administrative Officer may authorize a carry over of one day into the next year. Employees whose scheduled work week is 40 hours shall receive the holidays listed in Article 13.1, above.
- 13.3 Any employee whose averaged work week is fifty-six (56) hours, and who during the calendar year does not use all of the personal leave with pay authorized by this article, shall be compensated for such unused leave, such hourly rate shall be the same as that used for calculating overtime pay for service rendered pursuant to Article 9.
- 13.4 Personal leave days must be scheduled with supervisor's approval and according to the schedule system contained in this article. Personal leave days will be made available for scheduling for each employee in the same manner as vacation days, but only in a way that a maximum of two employees each day may be off of work while using personal leave days pursuant to this method of scheduling. (See Article 36)
- 13.5 After this two employee-per-day limit is met, if an employee desires to take a personal leave day off, he or she may do so by securing a replacement for himself or

herself in the same manner as trades are arranged, except that his or her replacement will receive overtime pay instead of time in return. As in trades, the Captain and Assistant Chief both must approve and the work schedule must be changed before it is effective. Every attempt shall be made to give at least 24 hours notice of this arrangement.

- 13.6 The City may use available workers being paid straight time to provide the adequate work force when employees are off work or on personal leave.
- 13.7 Any 56-hour employee who is required to work a shift which commences on the legal holidays of Christmas Day (December 25), New Years Day, Independence Day, Labor Day, Thanksgiving, the Friday following Thanksgiving, Veterans Day, Martin Luther King Day, Presidents Day, December 24th, and Memorial Day shall receive additional compensation equal to six (6) hours pay at the employees basic hourly rate.

ARTICLE 14 - LONGEVITY ALLOWANCE

- 14.1 In addition to the monthly pay prescribed herein, any employee who has been continuously employed by the City in the Fire Department for a number of qualified pay periods, the total of which is not less than eight (8) years, shall receive from and after the beginning of the next pay period following completion of his/her eighth year of service, a monthly longevity award equal to four percent (4%) of his/her basic monthly pay, and any employee who has been continuously employed by the City in the Fire Department for a number of qualified pay periods, the total of which is not less than sixteen (16) years, shall receive from and after the beginning of the next pay period an additional monthly longevity award equal to four percent (4%) of his/her basic monthly pay; provided, however, that any person employed in the Fire Department on October 1, 1977 shall receive a monthly longevity award equal to eight percent (8%) of his/her basic monthly pay from and after the beginning of the next pay period after having been continuously employed by the City for a number of qualified pay periods, the total of which is not less than sixteen years.
- 14.2 Such longevity award shall be computed to the nearest dollar per month.
- 14.3 The term "qualified pay period" shall mean any regular minimum period of time at the end of which full-time employees of the City are regularly paid and during which the employee was employed and/or paid by the City for not less than three-fourths (3/4) of the normal working hours of the position he/she then occupied.

ARTICLE 15 - PUBLIC SERVICE DUTY, E.M.T. ALLOWANCE,
AND ROLL CALL PAY

- 15.1 In addition to the monthly pay prescribed in this Agreement, each employee shall be aid an additional amount of money each month as a public service duty allowance, said allowance to compensate, in part, for off-duty employees having a continuing duty to report and aid in the control of fires, as directed by the Chief, and for inspection of residential, commercial and all public buildings in order to protect the safety of the City of Duluth. Such additional amount of money shall be equal to four and one-half percent (4½%) of each employee's basic monthly pay.
- 15.2 Employees hired before January 1, 1980 shall attend on-duty Emergency Medical Technician training sessions as the employer directs.
- 15.3 Employees hired after January 1, 1980 shall attend on-duty emergency medical technician training sessions as the employer directs; and, in addition, those who become or have become registered Emergency Medical Technicians shall maintain as current that certification and registration. The employer shall provide reasonable training opportunities necessary to maintain the registration, and shall pay the registration fee.
- 15.4 Each employee shall receive monthly two and one-half percent (2½%) of his or her basic monthly pay as pay for E.M.T. training.
- 15.5 Both the Union and Employer recognize it is common practice among Assistant Fire Chiefs and Fire Captains to voluntarily relieve Assistant Fire Chiefs and Fire Captains on the previous shift at least fifteen (15) minutes prior to their scheduled starting time. The parties acknowledge significant mutual benefit to this voluntary overlap period. Therefore, the parties wish to establish a voluntary roll call system in the Fire Department for Assistant Fire Chiefs and Fire Captains only without increasing their number of compensable hours of work pursuant to the Fair Labor Standards Act (FLSA), 29 U.S.C. 201, *et seq.* and 29 C.F.R. §553.225 (2012). Commencing January 1, 2012, Assistant Fire Chiefs and Fire Captains shall receive an additional one and one-quarter percent (1.25%) of their Basic Monthly Pay as compensation for voluntary roll call. Roll call shall not be deemed hours worked for purposes of overtime calculation under FLSA and this Agreement.

ARTICLE 16 - EDUCATIONAL CREDIT ALLOWANCE

- 16.1 In addition to the monthly pay and the additional longevity and public service duty allowances described herein, employees shall receive One Dollar (\$1.00) per month per credit for eligible courses successfully completed, and approved by the National Board of College Accreditation, if the employees were eligible to receive this pay on July 1, 1988.

- 16.2 The employer will reimburse to the employee the cost of tuition, credit transfer fees, and required books used in the successful completion, and attendance at, the Fire Technology and Administration program offered at Lake Superior College, annual Arrowhead EMS Conference, and the annual Duluth State Fire School. The employee shall, upon request, furnish proof of actual cost incurred, successful completion, and attendance.
- 16.3 The employer will reimburse to the employees a maximum of \$30.00, each month, of the actual cost for the use of facilities involved in the employee's participation in an approved physical fitness training program. The employee shall be responsible for furnishing, upon demand, proof of actual costs incurred and training activities engaged in.

ARTICLE 17 – DEFERRED COMPENSATION

- 17.1 For each eligible Employee who has been continuously employed by the Employer for sufficient time as to be eligible for the Employer's medical benefit plan, the Employer will facilitate contributions to a Section 457(b) deferred compensation program. Such contributions shall be made (1) in accordance with Internal Revenue Code Section 457(b), including the associated regulations and regulatory guidance, and (2) in accordance with Minnesota law.

(a) The Employer shall make the amounts listed below available for contribution to the Section 457(b) deferred compensation program.

1. \$304 per month for each eligible regular Employee without claimed dependents on the hospital-medical benefit plan; or,

2. \$229 per month for each eligible regular Employee with claimed dependents on the hospital-medical benefit plan.

(b) Amounts contributed for regular part-time employees shall be prorated based on hours worked.

ARTICLE 18 - HOSPITAL-MEDICAL INSURANCE

- 18.1 The Employer will make available to employees comprehensive hospital-medical benefit Plan 3A only.

(a) The Employer agrees to pay for the employees without claimed dependents 100% of the monthly premium for single employee hospital-medical benefit plan 3A.

(b) The Employer agrees to pay 80% of the monthly premium for family medical benefit Plan 3A. The Employer shall deduct from each eligible and enrolled employee's salary or wages the amount by which the monthly premium cost

of the Employee's hospital-medical plan family-dependent coverage exceeds the Employer's contribution that is stated in this paragraph.

- (c) The Employer agrees to deposit into the Joint Insurance Pool Trust at the end of each fiscal year, any unused balance in each employees flexible benefits spending account.
 - (d) If any bargaining unit receives a higher employer contribution, the higher employer contribution will be applied to the Firefighters agreement.
 - (e) The Employer agrees to hold an annual open enrollment period for benefits selection. The Employee may change their benefits selection during the annual open enrollment period or at the time of a qualifying life event as defined by the Internal Revenue Service.
 - (f) The Employer's representative on the Board of Trustees as defined in the Joint Powers Agreement will propose to the Board that premiums shall be established by October 15 of the prior year, to be in effect January 1 of each year for twelve (12) consecutive calendar months.
- 18.2 Hospital-medical insurance coverage shall become effective the first day of the month following the date of hire.
- 18.3 Any proposed change in the hospital-medical benefit plan design that constitutes a reduction in the aggregate value of benefits shall be negotiated with the bargaining unit.
- 18.4 (a) The insured shall be responsible for the following prescription drug co-pays or co-insurance; Zero dollars (\$0) for generic and approved over the counter (OTC) prescriptions (Tier One), fifteen dollars (\$15) for preferred brand name prescriptions (Tier Two), and a 30% co-insurance with a minimum thirty dollar (\$30/maximum, one hundred dollar (\$100) co-insurance payment per non-preferred brand name prescription (Tier Three). When the prescribing physician recommends a Tier Three medication over a Tier Two or Tier One medication for a medical necessity, the insured shall be responsible for the Tier Two co-pay.
- 18.5 The Employer will include the following provisions in the Plan 3A Comprehensive hospital-medical insurance Plan:
- (a) Lifetime benefit of no less than \$2,000,000.00.
 - (b) Bone marrow, heart, liver, kidney, heart/lung, cornea, and pancreas transplants.

- (c) Preventive care as defined in the Health Care Benefit Plan, and provided by in-network providers, will be fully covered and not subject to a deductible.
- 18.6 The dependents of a deceased-active employee shall continue to receive hospital-medical benefit plan coverage to the same extent as active employees. The surviving spouse's coverage ceases when the spouse dies or remarries. The minor dependent's coverage ceases when the dependent ceases to be defined as a dependent in the applicable section of Minnesota Statutes Chapter 62A, as amended.
- 18.7 If the Employer contracts with a claims administrator or purchases a fully-insured plan from a provider, the allowed amount for any covered service provided by out-of-network providers shall be the usual customary reasonable (UCR) fee as approved by the Board of Trustees as part of the selection process.
- 18.8 Joint Powers Enterprise, Joint Self-Insurance Pool and Trust.
- (a) The parties acknowledge the Employer operates, on a joint basis with the HRA, DECC and DAA, one or more self-insured group health plans pursuant to the provisions of Minnesota Statutes Chapter 471 and Minnesota Rules Chapter 2785 for the purpose of providing health care benefits to eligible and enrolled Employees and their beneficiaries as described in Article 18.1 above.
 - (b) The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the administration of the Pool and Trust complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended.
 - (c) The Employer agrees to transfer and deposit monthly all premiums as described in Article 18.1 (a) and (b) into the Trust. Monies in the Trust shall only be expended for payment of participant health care benefit expenses, purchase of health and dental insurance (including stop loss insurance), payment of expenses incurred in the administration of the Employer's health care and dental care programs, and other health-related expenses. Expenses made pursuant to the Worker's Compensation laws, the cost of physical exams of, or medical services for, Employees which exams or services are required by the City or another governmental agency shall not be eligible expenses paid from the Trust. Any funds expended from the Trust that are later determined by the Employee Benefits Administrator or through court action, arbitration, or mediation to have been more correctly charged to Worker's Compensation shall be promptly reimbursed to the Trust. Reimbursements received by the Employer from stop loss insurance shall be promptly deposited in the Trust.
 - (d) The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the setting of reserves of the Pool complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules

Chapter 2785, as amended.

- (e) If monies in the Trust are at any time insufficient to pay the expenses described in this Article, the Employer shall provide sufficient monies to such Trust as required by the Board of Trustees to cover the deficit.
- 18.9 The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the setting of premium rates for the group health insurance plans of the Pool, a.) complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended and b.) provides for an amount of premiums for the Trust for its fiscal year that is sufficient to provide for 1) the payment of expected health care claims for the current fiscal year, 2) a reasonable and appropriate reserve necessary to cover incurred and unreported claims, stop-loss liabilities, and other potential claims and liabilities, 3) stop-loss and other necessary insurance costs, 4) contract costs for third party claims administrator services, and 5) other administrative costs of the Pool as determined by the Board of Trustees to be necessary for administration of the Pool. The Employer will notify the Labor Management Committee or subcommittee thereof of the Board's premium rate decision along with supporting documentation and methodology for the rate determination.
- 18.10 The Employer, as a Member of the Joint Powers Enterprise, agrees that, if, in the opinion of the Board of Trustee's legal counsel, the meetings of the Board are not subject to the Minnesota Open Meeting Law, (Minn. Statutes Chapter 13D), the Employer will propose to the Board of Trustees that the proceedings of the Joint Powers Enterprise shall be conducted in accordance with the provisions of the Minnesota Open Meeting Law, (Minn. Statutes Chapter 13D).
- 18.11 The Employer's representative on the Board of Trustees as defined in the Joint Powers Agreement will report, after every meeting of the Board of Trustees, no less than quarterly, to the Labor Management Committee or subcommittee thereof regarding activity in the Trust. The report will include information such as claims activity, actuarial reports, and financial statements, which will be comparable to that which was provided to the Health Insurance Labor Management Committee under the 2010 collective bargaining agreement.
- 18.12 The Union acknowledges that the Employer is authorized to operate a joint self-insurance pool under Minnesota Statutes Chapter 471 and Minnesota Rules Chapter 2785. In the event the City ceases to be a member of the joint self-insurance pool or the pool is dissolved, the language in Article 18.1(c) and (f), Article 18.9 and Article 18.10 as set forth in the 2010 collective bargaining agreement between the parties shall become effective immediately.

ARTICLE 19 - HOSPITAL-MEDICAL INSURANCE-RETIRED EMPLOYEES

- 19.1 Any employee who was hired on or before December 31, 2006, and who retires from employment with the City, and is receiving, or has applied for and will, within sixty (60) days of retirement, receive retirement pension benefits from the Public Employees Retirement Association, or who retires and is vested to receive a retirement pension from the Police and Fire Fund of PERA, or who is currently receiving a disability pension from one of the aforementioned organizations, shall receive hospital-medical benefit plan coverage to the same extent as active employees under Plan 3A, subject to the following conditions and exceptions:
- (a) The City will provide any such eligible retired employee with or without claimed dependents the hospital-medical benefit provided active employees, without any premium cost to the retiree after having been employed by the City for twenty (20) years.
 - (b) Any retiree or qualified dependant seeking benefits pursuant to this Article, who has attained the age of 65 years, or meets any condition that qualifies them to be eligible for Medicare Coverage A and B, must obtain it, or lose any benefits hereunder until he or she obtains Medicare Coverage A and B. Employees hired on or before March 31, 1986 are not required to obtain Medicare Coverage A if such coverage requires paying a monthly premium. Employees hired on or before March 31, 1986 must obtain Medicare Coverage A if they are eligible for free Medicare Coverage A due to previous or contemporaneous employment, or as the spouse, divorced spouse, or widow(er) of a Medicare-covered individual.
 - (c) Such coverage shall be for the life of the retiree, but if the retiree dies before his or her spouse, such coverage shall be continued for such spouse until he or she dies or remarries, but any such coverage for such surviving spouse shall not include coverage for any dependent of such surviving spouse.
 - (d) If any such covered retiree or spouse becomes the beneficiary of any hospital-medical coverage provided by another employer in connection with such retiree's or spouse's employment by or retirement from employment by another employer, the City's obligation to provide the coverage indicated alone shall be only to the extent that the City's coverage exceeds such other coverage.
- 19.2 Any person purchasing medical insurance coverage pursuant to a former, or this, agreement may continue to do so. When any such person ceases to so purchase medical coverage, the employee shall no longer have any right to participate in any insurance plan or group created by this, or successor, labor agreement. This paragraph shall become inoperative when no former employee is buying insurance coverage as here provided.

19.3 Any employee hired on or before December 31, 2006, who retires from employment with the City and who meets the qualifications of Article 19.1 shall receive hospital-medical benefit plan coverage under plan 3A to the same extent as active employees paid for by the Employer and the eligible retired employee, with or without dependents, in accordance with the following schedule:

<u>YEARS OF SERVICE COMPLETED</u>	<u>PERCENT SHARE OF PREMIUM CONTRIBUTIONS</u>	
	<u>EMPLOYEE</u>	<u>EMPLOYER</u>
5	75	25
6	70	30
7	65	35
8	60	40
9	55	45
10	50	50
11	45	55
12	40	60
13	35	65
14	30	70
15	25	75
16	20	80
17	15	85
18	10	90
19	5	95
20 and thereafter	0	100

19.4 (a) For those employees hired on or before December 31, 2006, who retire from City employment and who meet the qualification requirements stated under Article 19.1, the City may provide a 65 or older health insurance program in accordance with Article 19.1(b) in lieu of health care coverage provided

active employees, except that the health insurance program, when combined with Medicare, will provide coverage no less than the coverage provided active employees. The health insurance program may be fully insured or self-insured at the option of the City and at the City's expense in accordance with the schedule in Article 19.3. For those employees hired on or after January 1, 2007, who retire from City employment and who meet the qualification requirements stated under Article 19.4(b), participation in the 65 or older health insurance program will be in accordance with Article 19.1(b) and applicable federal or state laws, and entirely at the expense of the employee with or without dependents with absolutely no contribution from the City.

- (b) Any employee hired on or after January 1, 2007, who retires from City employment, and who otherwise meets the qualification requirements stated in Article 19.1, may elect to enroll in the City's hospital medical plan in accordance with 19.1(b), (c), and (d) except that the cost of the premium will be entirely paid for by the employee with or without dependents with absolutely no contribution by the City.
- (c) After twelve (12) months of continuous employment from the date of hire and after successful completion of the employee's initial probationary period, for any permanent full time employee hired on or after January 1, 2007, the Employer shall make a one time deposit of six thousand dollars (\$6,000) into a post employment health care savings plan account, known as the Minnesota Health Care Savings Plan, administered by the Minnesota State Retirement System, which shall be established by the Employer in the name of the employee. An employee is only eligible for this retiree health care savings payment once in his or her lifetime. Deposited funds and accumulated interest shall be made available to the employee as required by law.
- (d) In addition to the monthly pay prescribed elsewhere in this contract, and effective January 1, 2008, any full time and permanent employee shall receive, monthly, an amount equal to one percent (1%) of his/her basic monthly pay deposited into a post employment health care savings plan account, known as the Minnesota Health Care Savings Plan, administered by the Minnesota State Retirement System, established by the Employer in the name of the employee. Such deposit shall be computed to the nearest dollar per month. Effective January 1, 2009, and only for fulltime and permanent employees hired on or after January 1, 2007, said amount shall be increased to one and one-quarter percent (1 ¼ %).

ARTICLE 20 - DENTAL INSURANCE

- 20.1 The Employer agrees to make the same dental care coverage available to all eligible employees as it currently makes available for employees of the Basic and Supervisory collective bargaining units of the City, but the Employer agrees to pay only the entire cost for single coverage for each eligible employee. Dental coverage shall become

effective the first day of the month following date of hire. The Employer and the Union agree that any change in such coverage shall only be done through negotiations. The maximum annual coverage for the low option shall be \$1,000.

- 20.2 When an employee elects to take family dental coverage, the employee shall maintain such coverage for not less than two consecutive years. The employee may cancel family dental coverage any time after the two consecutive year period. If an employee again elects to take family dental coverage after canceling from a previous period, the employee must again maintain the family dental coverage for another two consecutive year period. Employees will only be allowed to elect family dental coverage at the time he or she becomes eligible for single dental, or at the time of an open enrollment period for health care plans.
- 20.3 The employee has the option to increase the annual dental insurance maximum benefit to \$2,000 per person. The employee will pay the additional cost of the benefit increase above what the City provides in Articles 20.1 and 20.2.

ARTICLE 21 - TERMINATION PAY

- 21.1 When an employee leaves City employment, he or she shall be paid in full on the payroll covering the last day he or she actually worked for his/her salary due, plus the value of accumulated vacation time, and unused compensatory time off earned, such value to be calculated based on his/her basic hourly rate at the time of his/her termination.

ARTICLE 22 - PAY PERIODS

- 22.1 All employees shall be paid every two (2) weeks, and payment for each two (2) week period shall be made not later than the Friday next following such two (2) week period. If any such Friday occurs on a holiday, payments shall be made on the working day next prior to such holiday. The amount of pay for each such two (2) week period shall be determined by multiplying the employee's basic hourly rate by 112 for those employees whose normal work week is fifty-six (56) hours and by 80 for those employees whose normal work week is forty (40) hours. Employees shall be notified in January of the dates of deduction-free pay checks in that year. For the purpose of administration and bookkeeping, vacation and holiday time may be converted to hours. Beginning with the first pay period that starts in 2012, payment will be made by electronic deposit only and employees will be required to participate in direct deposit. The Employer will provide reasonable electronic access to deposit information in lieu of paper paystubs.

ARTICLE 23 - WORKER'S COMPENSATION

- 23.1 An employee who suffers an injury compensable under the Worker's Compensation Act and is absent from work as a result thereof, shall be paid an amount by the Employer during such absence equal to the difference between the amount received

by him or her under the Worker's Compensation Act and the amount he/she would have received if he/she were regularly employed, subject to the following:

- 23.2 For each day of absence the employee shall be charged for three-fifths (3/5) of a day of sick leave. When the employee's sick leave and vacation time have been exhausted, he/she shall no longer receive any salary from the Employer while absent from work, except as otherwise provide by Article 25 of this agreement.

ARTICLE 24 - VACATION

- 24.1 Any employee who has been continuously employed by the City shall be credited with vacation according to the following schedule:

Years of Continuous Service	40 Hours Hours/ Pay Period	40 Hour Vacation Hours/Year	56 Hour Hours/ Pay Period	56 Hour Vacation Hours/Year
0-4	3.69	96	5.17	134
5-8	5.85	152	8.19	213
9-12	7.08	184	9.91	258
13-16	7.69	200	10.77	280
17-and over	8.62	224	12.06	314

- 24.2 During any calendar year there shall be no limitation to the amount of vacation time that any employee may accumulate. However, as of December 31 of each year the maximum amount of unused vacation time that any employee may have accumulated shall be four hundred seventy (470) hours for employees with less than twenty-five (25) years of continuous employment with the City. Employees hired before December 31, 1993, with twenty-five (25) years or more of continuous employment with the City, shall be allowed to accumulate eight hundred fifty (850) hours. Employees hired after December 31, 1993, with twenty-five (25) years or more of continuous employment with the City, shall be allowed to accumulate seven hundred (700) hours. Any amount in excess of the maximum allowable amount will be forfeited at 0700 the day immediately following December 31. If an employee with less than 25 years of service on December 31, 1993, has a bank larger than 470 hours, the employee's maximum allowable amount shall be at the banked amount on December 31, 1993.

- (a) All employees who have accumulated over 112 (or 80 for 40 hour/week employees) hours of vacation time by the end of December 31st of each year, will have any remaining hours over 112 (or 80 for 40 hour/week employees) converted into cash, according to their current rate of pay at the time of conversion, and deposited into their post employment health care savings plan account, known as the Minnesota Health Care Savings Plan, administered by the Minnesota State Retirement System, in accordance with the schedule below. The conversion will take place no later than February 15

of the following year and before any forfeiture of banked vacation time under Article 24.2. An employee's accumulated vacation time will not be reduced below 112 (or 80 for 40 hour/week employees) hours as a result of any deposit into the employee's Minnesota Health Care Savings Plan account and hours of banked vacation converted and deposited will not exceed the numbers provided for below. It is agreed that an Employee who retires effective December 31st is considered to have retired at the end of the day of December 31st of that year.

<u>Years of Continuous Service</u>	<u>Hours into MNHCSP</u>
Commencing 0 through 8 (inclusive)	Up to 67 hours (48 for 40 hour/week employees)
Commencing 9 through 16 (inclusive)	Up to 90 hours (64 for 40 hour/week employees)
Commencing 17 years and over	Up to 112 hours (80 for 40 hour/week employees)

- 24.3 No employee shall be allowed to use vacation time and no employee shall be compensated for vacation time until he/she has been continuously and satisfactorily employed in the classified service of the City for not less than six (6) months. The Employer shall make adequate vacation selections available each year to allow each employee the opportunity to utilize the vacation time earned during the year. The Employer shall provide a minimum of five (5) vacation picks for each tour during the year. Vacation time shall be used under the guidelines of the vacation schedule.
- 24.4 In the event of death of any employee, any vacation time accumulated to the credit of such deceased employee shall be compensated for in cash and shall be paid in accordance with Minnesota Statutes, Section 181.58, as amended.
- 24.5 An employee may donate all or part of his/her accumulated vacation to another employee in the event of serious hardship or medical condition.
- 24.6 During calendar year 2007, an employee shall have a right to receive paid leave pay in lieu of paid leave time off with pay, under the following conditions:
- (a) The employee has accumulated paid leave time.
 - (b) The employee makes written request to the employer to receive paid leave pay in lieu of paid leave time off.
 - (c) The written request is received by the employer before December 1, 2007.
 - (d) The amount of accumulated paid leave thus "bought back" by the employee shall be:
 1. For 56 hour/week, 56 hours.

2. For 40 hour/week, 40 hours.
- (e) Payment to the employee will be made in the pay period following the date the employee's written request is received.

ARTICLE 25 - SICK LEAVE – ASSIGNMENT OF DISABLED EMPLOYEES

- 25.1 Any employee who has been continuously employed by the City for not less than six (6) months in the classified and/or unclassified service shall be granted up to 120 working days of sick leave with full pay (paid sick leave) during a calendar year, except that such minimum requirement of six months shall not be applicable in connection with any illness or injury arising out of and in the course of employment by the City. A labor-management committee consisting of the City, a union representative, and the Fire Chief or his/her designee, may grant, in writing, up to an additional one hundred twenty (120) days of sick leave if warranted by the employee's documentation of a serious need for such extension. When an employee is unable to or indisposed to report for duty for any of the reasons specified in Section 3 of this article, he or she shall immediately report such fact to his or her immediate supervisor. To qualify for paid sick leave, the employee must report off prior to his or her starting time, but must immediately report off when leaving his or her duties.
- 25.2 If an employee's use of paid sick leave reasonably appears to the Appointing Authority to be unjustified, he or she may direct in writing to such employee, for the current or any subsequent absence by the employee claimed to be allowable as paid sick leave, to furnish written explanation by a physician to justify the absence on paid sick leave; failure to furnish written explanation shall preclude the employee from being allowed the absence as paid sick leave, but the employee may appeal the directive to the Human Resources Manager.
- 25.3 For purposes of this article, sick leave is defined to mean the absence of an employee because of illness or injury, exposure to a contagious disease, attendance upon a member of the immediate family, or death in the immediate family of the employee; provided no employee, unless officially assigned to special duty, shall be granted paid sick leave for any injury or illness resulting from any gainful employment on any job which is subject to the provisions of the worker's compensation laws of any state, other than regular City employment.
 - (a) Illness in Family. Upon request, one (1) shift of paid sick leave shall be allowed for care or attendance upon a member of the immediate family for critical illness, provided, however, two (2) shifts of paid sick leave shall be allowed for this purpose if supported by a written statement (explaining why the employee's attendance is necessary) from the attending physician. This use of paid sick leave is for emergencies when advance arrangements cannot be made and is limited to members of the immediate family who reside in the employee's household.

- (b) Funeral Leave. Upon request, a maximum of three (3) shifts of paid sick leave shall be granted an employee for a death in the immediate family if the distance to the location of the funeral exceeds five hundred (500) miles from Duluth. Upon request, a maximum of two (2) shifts of paid sick leave shall be granted if the distance to the location of the funeral is less than five hundred (500) miles from Duluth. If the employee's absence exceeds the allowed time, the excess time shall be charged to vacation or compensatory time off. Article 37 of this agreement shall not apply to the taking of vacation of this purpose.

For the purposes of this section, immediate family is defined to include only any parent, child, brother, sister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or ward of the employee, and any parent or grandparent of the employee's spouse.

Absence for any funeral of other than a member of the immediate family may be granted on paid sick leave, at the discretion of the chief or his or her designee.

- (c) Medical Appointments. An employee must obtain prior approval from the appointing authority for the purpose of medical, dental, or optical examination or treatment, when such examination or treatment cannot be scheduled other than during working hours. Such absence on paid sick leave shall be approved only when the employee has made a diligent effort to have such examination or treatment prior to his or her normal working hours, after work, or on a day off.
- (d) Paid Sick Leave on Vacation. Except as provided in this article, paid sick leave will not be allowed during a previously scheduled vacation unless the employee is under the care of a physician because of an unexpected injury or illness and the employee furnishes to the Chief a certificate, signed by the physician, indicating the number of days the employee was actually confined to his or her home or hospital or the Fire Chief approves use of sick leave on vacation when the employee is not confined. The employee will then receive paid sick leave for those days spent confined. If the employee is exposed to a contagious disease and confined under doctor's orders, such employee will be granted paid sick leave in lieu of vacation. There will be no sick leave granted to an employee who is on leave of absence.
- (e) Employee Assistance Program. Any approved absence for participation in the Employee's Assistance Program shall be allowed as paid sick leave. An employee's department head may approve reasonable use of paid sick leave so that an employee can participate in a family involvement program involving chemical dependency treatment of the employee's spouse or child.

- (f) Birth or Adoption of a child. Upon request, one (1) shift of paid sick leave shall be allowed for care or attendance of the birth or adoption of an employee's child.
- 25.4 Whenever an employee is absent on sick leave in excess of two (2) working shifts for a fifty-six (56) hour employee or three (3) days for a forty (40) hour employee, the appointing authority shall direct such employee to furnish written explanation by a physician to justify such absence on paid sick leave; failure to furnish such written explanation shall preclude the employee from being allowed such absence as paid sick leave. This section shall not apply to funeral leaves.
- 25.5 During any period an employee is absent from work on paid sick leave, he shall not be employed or engage in any occupation for compensation outside of his/her regular City employment except for job related work such as performing duties for the Union or for the Employees' Relief Association or Credit Union. Violation of the provisions of this paragraph by any employee shall be grounds for suspension of such employee without pay for not to exceed twice the number of days or portions thereof on which such violation has occurred.
- 25.6 Injured or Disabled Employees - Light Duty. Whenever an employee suffers an injury or disability results in the employee's inability, in excess of five (5) shifts, to perform all the duties of his or her position, the employer may, if such employee is capable of performing the work of any other position or any, including his/her own, position modified to accommodate medical restrictions, within the existing work structure of the fire department, assign or transfer the employee to such other position as the employer determines would result in the most effective use of the employee. The employee may remain on their regular scheduled work shift for the first five (5) shifts of light duty. Upon completion of the fifth (5th) light duty shift, the employee will be assigned or transferred as allowed by this article. The employer will determine the working hours of light duty employees based on their medical restrictions and department needs. The employee shall receive total monthly compensation at his/her current monthly salary. Assignment or transfers under this paragraph shall expire at such time as the employee is able to perform the regular duties of the position held before injury or disability, but the employer may terminate the assignment earlier and allow the employee to receive sick leave, up to the maximum allowed in this contract, or disability benefits that are available. Employees shall be allowed to substitute unused compensatory time, vacation time, or personal leave days in lieu of light duty.
- 25.7 Employees normally scheduled to work a 56 hour week, who are assigned, pursuant to Article 24.6, to work a 40 hour week, when scheduled to work a holiday, shall have the option of working the holiday, using vacation, compensatory time, or sick leave.
- 25.8 If an assignment under this provision is refused by an employee, and justification for the refusal is not provided by the employee's treating physician, or a medical doctor

furnished by the employer to evaluate the medical condition, paid sick leave, or other benefits otherwise available to the employee, will be unavailable to him or her. In case of a dispute as to whether the employee can perform assigned work, the employer may use its own doctors or other experts to evaluate the employee's medical condition, or work capacity.

ARTICLE 26 - LONG TERM DISABILITY INCOME

- 26.1 Any employee who has been continuously employed by the City for not less than six (6) months in the classified and/or unclassified service shall be eligible for long term income protection to age 70 for disability; however, there shall be no such protection for total disability caused by any injury or illness for which the employee received professional medical care or treatment within ninety (90) consecutive days prior to when the employee otherwise becomes eligible for such protection, unless ninety (90) consecutive days elapse from the time when the employee otherwise would be eligible for such protection and during such ninety (90) consecutive days the employee neither receives nor required professional medical care or treatment for such injury or illness.
- 26.2 For the purposes of this Article, disability means that which is caused by illness or injury which occurs during the employee's term of employment and which prevents the employee from performing the major tasks of the employee's position.
- 26.3 Payment of benefits pursuant to this article to a disabled employee shall commence when the employee exhausts his or her allowance of 120 days of sick leave with full pay provided by Article 24 of this Agreement. The amount of such payments shall be 65% of the employee's basic hourly rate as of the time commencement of such protection, but shall not exceed an amount equivalent to a monthly rate of pay of \$3,500; however, for any pay period, the amount of such protection shall be reduced by any amount that the employee receives for such pay period as a retirement or disability pension from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, the Duluth Police Pension Association, or from the federal government pursuant to the federal Old-Age, Survivors and Disability Insurance Act, and by any other insurance or disability annuity payment, and by any amount that the employee receives as worker's compensation in lieu of wages or salary. Any cost of living adjustment to any amount received as a retirement or disability pension or as worker's compensation shall not be used to reduce the amount of such protection. The amount of such protection for any pay period shall also be reduced by any amount that the employee receives as wages or salary during that pay period, but only when the total amount that the employee has received for wages or salary during the calendar year exceeds \$5,000.
- 26.4 Payments of benefits due under this article shall be calculated for each regular pay period, and shall be paid for the period at the same time as employees are then paid pursuant to Article 22 of this Agreement. For any pay period the City may deduct from the payment of benefits any amount which the employee previously received as

payments of benefits but to which the employee was not entitled because of the provisions of this Article.

- 26.5 As benefits due under this article the employer may offer to any employee who is disabled, an assignment within the work structure of the Fire Department, at such employee's present rate of pay, to any position, or one with tasks or equipment modified to accommodate employees medical restrictions, in his or her present or lower classification, the duties of which the employee is medically able to perform. Such assignment shall not result in the denial of promotion to, or the layoff of, a classified employee.
- 26.6 Within 24 months from the date of commencement of LTD benefit payments, if the employee is still receiving benefits pursuant to this article, the employee shall:
- (a) Return to the position with the City which the employee occupied when he or she became disabled; or return to a position with the City, which may have tasks or equipment modified to accommodate the employee's medical restrictions, for which the employee is qualified, if such position is available; but only if the employee provides written information from a physician, chosen and compensated by the City, which indicates that the employee is then capable of performing the duties of such position; or
 - (b) Request rehabilitation or retraining designed to return the employee to other work which produces an economic status as close as possible to that enjoyed by the employee before the illness or injury; the costs of such rehabilitation and/or retraining shall be borne by the City; such rehabilitation or retraining may include, but is not limited to, medical evaluation, physical rehabilitation, work evaluation, counseling, job placement, and implementation of on-the-job short-term training; or
 - (c) Apply for continuing permanent total disability status. Total disability (as defined in Minnesota Statutes 176.101, Subd. 5) means the total and permanent loss of the sight of both eyes, the loss of both arms at the shoulder, the loss of both legs so close to the hips that no effective artificial member can be used, complete and permanent paralysis, total and permanent loss of mental faculties, or any other injury or illness which totally incapacitates the employee from working at an occupation which brings him or her an income.
- 26.7 Receipt of long-term income protection benefits shall cease at the expiration of 24 months from the date of commencement of LTD benefit payments unless the employee has complied with Part 26.6 of this Article and has been determined to be returned to work, rehabilitated and/or retrained, or eligible for continuing total disability benefits because he or she is disabled as defined in paragraph 26.6(c). Such determination shall occur upon the occurrence of both of the following:

- (a) Medical verification by the employee's treating physician and a physician appointed by the City that the determination is consistent with the employee's medical condition. In event of disagreement, a third person mutually agreed upon by the employee and the City shall act as arbitrator. The arbitrator's decision as to whether the determination is consistent with the employee's medical condition shall be binding on both parties.
 - (b) Approval by the City Disability Board. The Long Term City Disability Board shall consist of one (1) State of Minnesota Worker's Compensation Judge, one member of the bargaining unit appointed by the union, and the Human Resources Manager
- 26.8 While an employee is entitled to receive long-term disability income protection pursuant to this Article 26, the Employer shall maintain such hospital-medical insurance coverage for such employee as it does for active employees.

ARTICLE 27 - LIFE INSURANCE

- 27.1 The Employer shall pay the full cost of \$50,000 group term life insurance for each eligible employee. All employees shall receive such life insurance coverage on the first day of the calendar month following completion of six (6) months service.
- 27.2 Such insurance terminates on the last day of the month in which an employee terminates his/her employment. Employees are responsible to contact the Auditor's office at least one (1) month prior to retirement to verify any insurance benefits due after termination.
- 27.3 While an employee is entitled to receive long-term income protection pursuant to Article 26 of this Agreement, the Employer shall maintain such life insurance coverage for such employee as it does for active employees.

ARTICLE 28 - LIFE INSURANCE - RETIREES

- 28.1 The Employer shall pay full cost of term life insurance for any employee who retires from employment with the City after approval of this contract, after having been employed by the City for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, or the Duluth Police Pension Association. The amount of such insurance coverage shall be \$25,000.

ARTICLE 29 - LEAVES OF ABSENCE

- 29.1 Any employee who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the City, or who for any reason considered good by the Chief desires to secure leave from his/her regular duties, may, on written request approved

- by the Chief, be granted special leave of absence without pay for a period not exceeding one (1) year, provided, however, any leave that exceeds thirty (30) calendar days must also be approved by the Human Resources Manager.
- 29.2 Any employee asking for special leave without pay shall submit his/her request in writing, stating the reasons why in his/her opinion the request should be granted, the date when he desires the leave to begin and the probable date of his/her return.
- 29.3 For each separate case of special leave without pay, the Chief shall, at the time he/she approves the leave, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave or whether his/her name shall be placed on the re-employment list for the class.
- 29.4 No leaves without pay over thirty (30) days will be granted until the employee has used all accumulated vacation and accrued compensatory leave.
- 29.5 No benefits or seniority shall be accrued by the employee during such leave, however, any employee wishing to be covered under the City's insurance plans may for the first six (6) months of such leave pay both the employee's and the employer's share of the cost of coverage. No sick leave will be granted to an employee on a leave of absence.
- 29.6 A member of the Union accepting the appointed position of Fire Chief or Deputy Fire Chief shall be on a leave of absence during the period of such appointment and upon the expiration of such appointment shall be reinstated to the class he/she held prior to such appointment.
- 29.7 Military leave shall be handled as governed by appropriate Federal and State laws.
- 29.8 FMLA shall be granted in accordance with Minnesota state law.

ARTICLE 30 - DEMOTIONS

- 30.1 Upon the request of an employee or by the appointing authority an employee may be reclassified from a higher to a lower position, which in the discretion of the appointing authority, the employee is eligible to fill.
- 30.2 The appointing authority proposing the demotion of an employee shall make his/her recommendation in writing to the Civil Service Board, and shall supply the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the Civil Service Board may require, including specific reasons for the demotion. The recommendation shall also advise the employee that he/she may grieve pursuant to Article 36 of this agreement if he/she does not agree with the appointing authority's recommendations.

ARTICLE 31 - DISCIPLINE AND DISCHARGE

- 31.1 An employee who is removed from his/her position while on probation shall have the right to revert to the last position in which he/she completed a probation period.
- 31.2 Any employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause. Discipline may be grieved by the employee through the regular grievance procedure as provided in Article 35. Under normal circumstances, discipline shall be progressive in application and shall include only the following: 1) Verbal Reprimand; 2) Written Reprimand; 3) Suspension; 4) Involuntary Demotion; 5) Removal. Except in the case of a severe or dangerous breach of discipline (such as refusing to carry out lawful reasonable orders during an emergency situation), any suspension, involuntary demotion, or removal action shall be preceded by a warning.
- 31.3 The Chief or any supervisor acting for him/her, may for disciplinary purposes, suspend without pay any employee under his or her supervision in his or her department for one or more periods aggregating not more than thirty (30) calendar days in a calendar year. He/she shall as soon as practicable give written notice to the employee stating the reason for the suspension, the duration thereof, and advise the employee that he/she may grieve pursuant to Article 36 if he/she disagrees with the action. He/she shall personally deliver such written notice to the employee or mail it to his/her last known address by certified mail.
- 31.4 The Chief, any member of the Board, or the Human Resources Manager may file written charges, in duplicate, to the Human Resources Manager asking for the removal of any employee. Any charge filed against any employee shall state specifically the act or acts constituting cause for removal. Upon receiving any such charge the Human Resources Manager shall forthwith mail one (1) copy by certified mail to the last known address of the employee and advise the employee he/she may grieve pursuant to Article 36 if he/she disagrees with the action.
- 31.5 Discipline involving physical fitness or smoking standards.
- The union and the employer agree that the purpose of the administration of physical fitness standards or tobacco use standards is to assure that a good faith effort is made to protect the health of employees who have passed probation, and to facilitate their continued employment.
- 31.6 The Chief, or his or her designee, may, for work related reason, stated in writing to the employee, require an employee to submit to a medical examination to determine an employee's medical fitness to do the tasks of his/her employment, and be present at the work place. The employer will pay the cost of the examination. The employer will schedule the examination during regular work hours. The employee may refuse the first examiner chosen by the employer. The examiner's findings will be reported to the employee.

ARTICLE 32 - UNION NOTIFICATION

In the case of any reprimand, the employee shall have the right to have a union representatives present. Further, if any employee shall have any letter of notice served to him/her by the employer in regards to any discipline or warning, the Union shall be served with the notice, by way of department mail, at the same time that the employee is served.

ARTICLE 33 - RESIGNATIONS

- 33.1 Any employee who wishes to resign in good standing shall give the Chief written notice of at least four (4) weeks, unless the Chief consents to his/her leaving on shorter notice. Such notice of resignation shall be forwarded forthwith to the secretary by the Chief, together with a report as to the character of the employee's service.
- 33.2 If any employee resigns without giving the required notice, the secretary shall enter that fact on his/her roster card, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him/her to enter tests.
- 33.3 Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the Chief withdraw his/her resignation and be restored to the position vacated if such position is still vacant or is filled by a provisional employee; if it is not thus available, he/she may, upon written request to the Chief Administrative Officer, have his/her name placed on the re-employment list for the appropriate class.
- 33.4 Any employee who is absent from duty for two (2) scheduled work shifts without securing leave from the Chief or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or who fails to notify the Chief of his/her readiness to resume his/her duties within five (5) days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice and a report thereof made to the Chief Administrative Officer.

ARTICLE 34 - LAYOFFS

- 34.1 When the employer determines it is desirable, in order to obtain efficiencies, or for other causes for which no employee is at fault, to reduce the number of employees within a certain class, the Chief shall act in accordance with this Article.
- 34.2 Temporary, provisional, and substitute employees in such class in the department shall first be terminated. Then such reduction shall be made on the basis of seniority; the employee with the least seniority in such class shall be the first to be displaced from such class and so on. Any employee displaced from such class shall be demoted to the next lower class in which he completed the probation period.

Employees shall have their seniority from any reduced classification added to their lower classification seniority for determination of seniority in the lower classification.

- 34.3 The above described procedure shall be re-applied, as is necessary, through to the lowest class; when there is no lower class to which to demote an employee, an employee who would otherwise be demoted shall be laid off.
- 34.4 If persons in a class from which a demotion is to be made have equal seniority in such class, seniority between or amongst such persons shall be determined by the total time such persons have been employed in the classified service by the City.
- 34.5 The name of any employee who is demoted or laid off pursuant to this section shall be placed on the re-employment list for each class from which he/she is laid off. This paragraph shall not be applicable to any temporary or provisional employee.
- 34.6 Demotions or layoffs of an employee made pursuant to this article shall not be deemed to be a removal which is subject to Article 31.

ARTICLE 35 - RE-EMPLOYMENT RIGHTS

- 35.1 The name of any person who has been laid off shall be placed on the re-employment list.
- 35.2 The names shall be arranged on the re-employment list for each class, in which they completed a probationary period, in the order of their total seniority in that and higher classes; provided, that if any employee has not been re-employed, the Human Resources Manager shall, on or about the anniversary date of the layoff, contact each person laid off by certified mail to determine if such person is interested in re-employment. If the person is no longer interested, or without giving a satisfactory reason, refuses to accept an appointment offered him/her, the Human Resources Manager may remove his/her name from the re-employment list.

ARTICLE 36 - GRIEVANCE PROCEDURE

- 36.1 An employee or group of employees with a grievance shall within thirty (30) calendar days after the first occurrence of the event giving rise to the grievance present such grievance through the Grievance Committee in writing to the Chief, or in the Chief's absence, to his or her authorized representative.
- 36.2 The Chief or his or her authorized representative shall present the Employer's position in writing to the employee or employees and the Grievance Committee within seven (7) calendar days after receipt of such grievance. Grievances not resolved within the Fire Department must be presented by the employee or employees through the Grievance Committee in writing to the Human Resources Manager within twelve (12) calendar days after the Chief has given his or her reply to such grievance. The Human Resources Manager shall reply to the aggrieved employee or

employees and the Grievance Committee within twelve (12) calendar days after receipt of such grievance. The resolution of grievances settled by the procedures set forth in this paragraph shall be reduced to writing and signed by the employee or employees, the Grievance Committee and the Employer.

- 36.3 If the grievance is not settled in accordance with the foregoing procedure, the Grievance Committee may, within nine (9) calendar days after receipt of the reply of the Human Resources Manager submit the grievance to arbitration by serving notice in writing of such submittal upon the Human Resources Manager. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after submittal of the grievance to arbitration and in the event the parties are unable to agree upon an arbitrator within said seven (7) day period, either party may request the Bureau of Mediation Services of the State of Minnesota to submit a panel of five (5) arbitrators. The parties shall each have the right to alternately strike two (2) names from the panel. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the parties requesting that he/she set a time and a place for a hearing on the grievance, subject to the availability of the parties.
- 36.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue(s) submitted to him/her in writing by the parties, and shall have no authority to make a decision on any other issue not so submitted to him/her. More than one (1) grievance may be heard by the same arbitrator by mutual written agreement of the parties. Either party may, if it desires, submit a brief to the arbitrator setting forth its position with respect to the issue(s) involved in a grievance. 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 and rules and regulations having the force and effect of law. The arbitrator shall submit his/her decision in writing to the parties and shall file a copy of such decision with the Bureau of Mediation Services of the State of Minnesota. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.
- 36.5 The decision of the arbitrator shall be final and binding upon the parties, except that an appeal may be taken to the District Court on the grounds that the order of the arbitrator violates the provisions of Minnesota Statutes Annotated, Section 179.72, Subd. 7, or its successor, relating to the scope of such order.
- 36.6 The fee and expenses of the arbitrator shall be divided equally between the parties. Each party shall be responsible for compensating its own witnesses. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of such proceedings, the cost shall be shared equally.

- 36.7 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the employee or employees or Grievance Committee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the parties involved in each step.
- 36.8 All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the employees involved.
- 36.9 Access to all information necessary to the determination and processing of a grievance shall be made available to all participants.

ARTICLE 37 - SENIORITY - VACATION
AND PERSONAL LEAVE RIGHTS; ASSIGNMENTS

- 37.1 For purposes of this Agreement, seniority shall be determined by the employee's length of continuous full-time service with the Fire Department. The term "continuous service", as used in this article, shall mean a period of employment which has not been interrupted by more than thirty (30) days at any one time, except by authorized leave of absence.
- 37.2 If two or more employees who were hired after January 1, 1983, have the same length of continuous service, any such employee with the highest score on the civil service eligible list from which he/she was appointed shall be deemed to have the most seniority, and so on. If two or more employees have the same length of continuous service and the same such scores, their seniority shall be determined by drawing lots.
- 37.3 Subject to the Chief's right to determine the time at which vacation and personal leave with pay may be taken, vacation and personal leave selection rights shall be determined within work groups by seniority. Vacations will be picked one week at a time (4 - 24 hour shifts) according to seniority by shift. If it should be necessary to move a previously picked vacation because of permanent change in work group, the employee shall be given the vacation that most closely approximates the same time period of original vacation. A vacation shall be deemed four (4) consecutive shifts or as many consecutive shifts as employee has remaining vacation time. Because of the unique job requirements of both 40-hour employees and Assistant Fire Chiefs, they may schedule banked vacation time subject to the Chief's right to determine at which time vacation with pay may be taken.
- 37.4 The Employer and Union agree with the principle that seniority shall be a factor in making assignments.

ARTICLE 38 - MISCELLANEOUS

- 38.1 The Employer agrees to continue providing training material, safety equipment, rubber boots, hygienic supplies, and supplies and materials for cleaning and maintaining the fire stations at the same level as provided during 1978.
- 38.2 The Employer agrees to keep the firehalls structurally safe and sound.
- 38.3 Employees shall be permitted, at their expense, to have one private phone in each firehall, which shall be used solely for non-business matters.
- 38.4 In the event an employee reports to his/her duty station and is thereafter assigned to a different fire station, the Employer agrees to provide such employee with transportation to such different station and back to his/her original duty station after completion of his/her assignment.

ARTICLE 39 - SPECIAL PROVISIONS RELATING TO 24-HOUR SHIFTS

- 39.1 The parties agree that the working of the 24-hour shifts contemplated by this Agreement for employees on a fifty-six (56) hour week creates a need for granting certain special working conditions and employee privileges to such employees. With the understanding between the parties that these special working conditions and privileges may not be appropriate should the employees no longer be working 24-hour shifts, the Employer agrees that the following provisions shall be applicable to employees working 24-hour shifts:
 - 39.2 Employees may exchange work shifts with a qualified employee after obtaining permission from the employer. All trades permitted under this paragraph must be paid back in whatever manner is necessary to avoid the payment of overtime wages.
 - 39.3 Employees may keep present and like recreational equipment in the firehalls and make use of such equipment at times when they are not assigned to work duties.
 - 39.4 Employer will provide sanitary, safe, and habitable quarters for employees in areas where they live in the firehalls.
 - 39.5 Employees may use the beds in the firehalls between the hours of 9:00 p.m. and 7:00 a.m. throughout the week and between the hours of 1:00 p.m. and 5:00 p.m. on Saturdays, Sundays and the legal holidays designated in Article 13.
 - 39.6 The employer shall determine whether a fire demonstration or first aid demonstration to the public shall be presented. If a demonstration is to be presented, the employer shall ask for volunteers to make the demonstration. Participation in such a demonstration by an employee shall be purely voluntary on the employee's part. The employer shall not require participation by an employee. If an employee refuses to participate he/she shall not be subject to penalty or disciplinary action. When an

employee voluntarily participates, he/she shall not receive overtime, special pay, nor shall he/she receive any compensatory time off as a result of his/her participation. This paragraph does not apply to employees working on the forty (40) week schedule whose regular job includes giving demonstrations.

- 39.7 The employer shall provide on-site parking at all fire stations. There shall be no cost to the employee for parking.

ARTICLE 40 - SAFETY

- 40.1 The Union has requested that certain existing operating procedures be made a part of this Agreement because it believes that these operating procedures are important to the safety of its members. The Employer does not wish to make these operating procedures a part of this Agreement because of the potential difficulty it may have in changing such procedures in the future. However, because the Employer recognizes that there are certain unique hazards associated with fire service and because the Employer wishes to insure that appropriate consideration be given to the matter of the safety of the fire fighters, and because the Employer wishes to take advantage of the knowledge and ideas possessed by fire fighters, it agrees that it shall not change the operating procedures listed below without having first conducted a conference on the subject with representatives of the Union. The operating procedures referred to are as follows:
- 40.2 A minimum of two (2) employees shall be assigned at all times to engine companies in the Gary-New Duluth, Woodland and Lakeside fire stations, as long as the employer maintains engine companies in these locations.
- 40.3 A minimum of three (3) employees shall be assigned at all times to ladder companies and engine companies not covered by paragraph 1, above, except that one (1) employee may be assigned to the Park Point fire station engine company.
- 40.4 At least two (2) engine companies or one (1) engine company and one (1) ladder company shall respond immediately to all fire alarms indicating a structural fire, if at the time of such alarm all engine and ladder companies are available for service.
- 40.5 At #4 Fire Station the employer has two units of equipment: One Quint Rig, and one Rescue Squad #244. The manning levels to be maintained on these units is: Two employees on Squad #244 and three employees on the Quint Rig. When the Quint unit is planned to be used as a combined engine and ladder unit, it will be operated by a five employee team, including the three employees whose regular work assignment is to the Quint Rig. When the Quint unit is operated by only the three employees who are assigned to it, rather than a five employee team, it shall operate as a ladder company or an engine company

ARTICLE 41 - REST PERIOD

Employees whose normal work week is forty (40) hours shall be permitted a rest period of fifteen (15) minutes during each one-half (½) shift. Such rest period will be taken at such time as is established by the Chief.

ARTICLE 42 - NO STRIKE PROVISION

- 42.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined.

ARTICLE 43 - EMPLOYER TO DEFEND AND INDEMNIFY EMPLOYEES

- 43.1 The Employer and the Union recognize the Employer's responsibility to defend and indemnify employees as required by Chapter 466 and by Section 471.86 of Minnesota Statutes.

ARTICLE 44 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

- 44.1 The parties acknowledge that the provisions contained in this Agreement constitute the entire agreement between the parties, and that the provisions of this Agreement are not subject to renegotiation, except with the mutual consent of the parties.

ARTICLE 45 - UNRESOLVED ISSUES

- 45.1 The parties agree to meet and confer in the labor management committee or a subcommittee thereof for appropriate changes in the medical insurance plan, and long term disability plan, or the effects of state or federal legislation, to achieve reasonable and conservative cost containment suggestions, and then, upon request of either party, negotiate contract changes, if possible.
- 45.2 The parties will also continue to meet and confer, or upon request of either, to meet and negotiate, upon the issues of long term disability plan or in the relationship between PERA and union members.

ARTICLE 46 - DURATION OF AGREEMENT

- 46.1 This Agreement shall be effective as of the 1st day of January, 2011, and shall remain in full force and effect through the 31st day of December, 2011, and after that date the agreement survives until the parties agree to a new contract, as provided by law.

ARTICLE 47 - DISTRIBUTION OF COPIES OF AGREEMENT

- 47.1 The Employer shall give to each present employee, and to each new employee when he or she is hired, a copy of this Agreement.

ARTICLE 48 - JURY DUTY

- 48.1 Any employee shall receive a leave of absence with pay for any required appearance for jury duty; however, if the employee is released from such duty prior to the expiration of his or her normal shift, he or she shall immediately return to his or her job and continue his or her duties as an employee.

ARTICLE 49 - HAZMAT TEAM

- 49.1. Each employee assigned to the Hazardous Materials Emergency Response Team must remain qualified as required by the Employer. The Employer shall provide training that it requires.
- 49.2. Employees responding to hazardous materials incidents, while inside or outside the geographic city limits of Duluth, shall be covered by the same terms and conditions of employment and contract provisions in this contract. The only exceptions to these provisions are those specifically stated in this article.
- 49.3. When the Employer directs the hazmat team to respond to an incident outside the geographic limits of the city of Duluth, each employee on the responding team shall be paid two and one-half (2½) times his or her regular rate of pay.
- 49.4. Team members shall be subject to the following provision.
- (a) Members of the hazmat team may be required when making trades to trade with equally qualified hazmat team member when necessary to maintain minimum team strength.
 - (b) A seniority based bid for a job assignment to a vacant position may be denied if it would result in a shortage of qualified hazmat personnel on a given shift. However, the manpower pool will be used to balance hazmat team members whenever possible.
 - (c) Members of the hazmat team may be denied an open vacation pick if it would result in shortage of qualified hazmat personnel on a given shift. However,

the manpower pool will be used to balance hazmat team members whenever possible.

- (d) Team members shall be chosen from qualified employees by seniority by shift.
- 49.5 The Employer may change, expand, or terminate the hazmat program as an exercise of its management rights, without any requirement to meet and negotiate about the effects of its decision. The implementation of the program is dependent upon the department's needs and resources and the availability of state funding. The parties specifically agree that the operation of this program shall not be construed as a binding practice of the parties. The Employer reserves all its management rights. During the time the Employer is operating a hazardous materials team, it will be bound by this labor contract as far as pay rates, seniority, and benefits are concerned, as specified above. This section specifies that the program may be changed or eliminated without negotiation, but the effect of any such change on any employee will be administered according to this contract, and no contract rights will be lost by any employee.
- 49.6 Station uniforms and personal articles of clothing shall be replaced if damaged during the team's response to hazardous material event.

ARTICLE 50 – F.P.C.O.

- 50.1 The Employer shall deduct from the wages of any employee who is a member of the Union a F.P.C.O. deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 51 – LABOR MANAGEMENT COMMITTEE

- 51.1 The Employer and the Union will participate in the city-wide bona fide joint labor-management committee as established with the assistance of the Bureau of Mediation Services for the purpose of meeting and discussing matters of mutual concern. The labor-management committee shall consist of representatives of the Employer and representatives of participating Unions and shall be chaired jointly by a representative of the Employer and a representative of participating Unions. The labor-management committee has the authority to establish labor management subcommittees, monitor their progress, forward subcommittee recommendations to the Administration, and dissolve subcommittees. The labor-management committee shall operate on a recommendation basis only, and the committee chairs shall mutually determine all questions of process, procedure and agenda content. The labor-management

subcommittees will be responsible for collaboratively addressing common interests that may include, but are not limited to the following:

- Budget related issues
- Working environment
- Health and safety issues
- Work process and customer service improvement
- Employee recruitment and retention
- Health Insurance

- 51.2 The City's representative on the Joint Powers Enterprise Board of Trustees as defined in the Joint Powers Agreement will report, no less than quarterly, to the labor management committee regarding activity in the Duluth Joint Powers Enterprise Trust. The report will include information such as claims activity, actuarial reports, and financial statements, which will be comparable to that which was provided to the Health Insurance Labor Management Committee under the 2010 collective bargaining agreement.

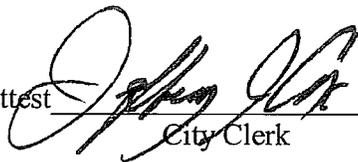
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

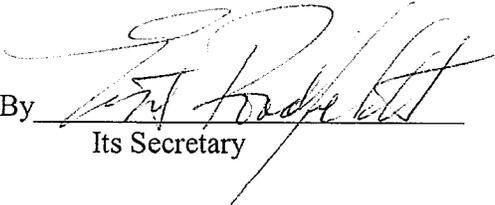
CITY OF DULUTH

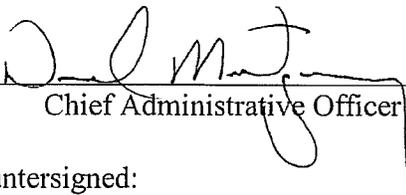
LOCAL 101, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By 
Mayor

By 
Its President

Attest 
City Clerk

By 
Its Secretary

By 
Chief Administrative Officer

Countersigned:


City Auditor

Approved as to form:


City Attorney

521598

APPENDIX I

<u>TITLE</u>	<u>RANGE</u>	<u>JOBCLASSNO.</u>
Fire Fighter	226	4401
Fire Equipment Operator	227	4109
Fire Inspector	228	4110
Fire Captain	228	1713
Deputy Fire Marshal	230	3209
Training Officer	231	Not Classified
Assistant Fire Chief II	231	1329
Fire Marshal	233	1333
Assistant Fire Chief I	233	1329

Effective January 1, 2011, the monthly salaries of employees in the various pay ranges shall be as follows:

2011 BASIC MONTHLY PAY

Range No.		Step A	Step B	Step C	Step D	Step E
226	90% of 3676	3310		3855		4401
227						4621
228						4852
229						5095
230						5350
231						5618
232						5899
233						6194

CERTIFIED COPY OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DULUTH, MINNESOTA

RESOLUTION 12-0187

ADOPTED: APRIL 9, 2012

RESOLVED, that the proper city officials are hereby authorized to execute and implement a collective bargaining agreement with Local 101 International Association of Firefighters, containing the same terms and conditions, and being substantially the same as that on file in the office of the city clerk as Public Document No. 12-0409-11, covering the year 2011.

Resolution 12-0187 was unanimously adopted.

Approved April 9, 2012

DON NESS, Mayor

I, JEFFREY J. COX, city clerk of the city of Duluth, Minnesota, do hereby certify that I have compared the foregoing resolution passed by the city council on the ninth day of April, 2012, with the original in my custody as city clerk of said city and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth, this 20th day of April, 2012.

JEFFREY J. COX
City Clerk

by 
Assistant
CITY OF DULUTH, MINNESOTA

No 21598

EXHIBIT D

Exhibit "D" - Cost Schedule

Employee Count: Approximately 1,000

A. VCS Time and Attendance Software

Time and Attendance Software: Unlimited Workstations
Employee Self Service Internet Portal
Timesheets and New World Payroll/HR Management and Interface
Training and Certification Management
Project, Extra Duty and Special Event Invoicing
Court Alert

Software Total \$120,000

B. Personnel Audio Response System (PARS)

HP ProLiant DL380 Server (with Raid) - 5
CTADE Runtime License
Port Analog Telephony Control Board
Nuance Real Speak Text To Speech Engine with unlimited maintenance and support

Total PARS Fees \$12,600

C. Posiflex Jiva 8315 15" Res Touch QTY-23

Intel T3100 Dual Core Kiosk
FB Attachment for Jiva TP8315
Wall Mount Kit for Jiva TP8315
Kiosk Configuration Cost
Kiosk Software

Hardware Total \$60,467

D. System Training

Online Installation, Data Configuration & Training
15 Days Onsite Training in the City of Duluth. All travel expenses included.
Full Implementation Plan for 1,000 employees

Implementation Total \$35,000

Complete Time and Attendance Solution Total \$228,067

E. Annual Support & Upgrade Plan (Included year 1)

Unlimited support
Unlimited Training
Frequent upgrades and enhancements
Training Video Library
Client Support Portal
All Minor and Major upgrades and enhancements

Annual Support & Upgrade plan starting year two: \$24,000 per year.