AGREEMENT
Between the

CITY OF DULUTH

and

LOCAL 101 INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

2011

No 21598

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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.

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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.

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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.

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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:

YEARS OF SERVICE COMPLETED	PERCENT SHARE OF PREMIUM CONTRIBUTIONS	
	EMPLOYEE	EMPLOYER
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

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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 of5 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.

Years of Continuous Service	Hours into MNHCSP
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.

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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

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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 place 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.

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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.

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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.

40.5At #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

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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.

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

CITY OF DULUTH

By_____
Mayor

Attest_____
City Clerk

By_____
Chief Administrative Officer

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney

LOCAL 101, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

By_____
Its President

By_____
Its Secretary

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APPENDIX I

TITLE	RANGE	JOB CLASS NO.
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

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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

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