

SUPPLEMENTAL AGREEMENT

Parties to this agreement are City of Duluth (Employer) and City of Duluth Supervisory Association (CDSA).

The parties acknowledge the following:

A. Each is bound by a collective bargaining agreement for 2007, 2008 and 2009, to the extent provided for by law.

B. That extending a plan benefit to CDSA members under this collective bargaining agreement, which is extended to Fire, Police, and Confidential members under their respective collective bargaining agreements, promotes good will and fairness.

C. Each party desires to extend a plan benefit to the CDSA members herein.

Therefore, in consideration of the parties' mutual promises to each other, the parties agree as follows:

1. Article 13 shall be amended and enforced to include the following paragraph 13.11:

13.11. 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.

2. Article 20 shall be amended and enforced to include the following paragraph 20.6:

20.6. 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 14 of each year.
- d. The amount of accumulated paid leave thus "sold back" by the employee shall be in a unit of 37.5 hours.
- e. Payment to the employee will be made in the pay period following the

date the employee's written request is received.

f. Payments under this section are not subject to retroactive pay increases.

3. All other articles of the collective bargaining agreement shall remain in full force and effect. This Supplemental Agreement shall be effective December 13, 2007, and remain in effect for the same term as the collective bargaining agreement it modifies, or until changed by mutual agreement between the parties, whichever occurs first.

Dated: _____

CITY OF DULUTH

CITY OF DULUTH
SUPERVISORY ASSOCIATION

By _____
Mayor

By _____
President

Attest _____
City Clerk

By _____
Secretary

By _____
Chief Administrative Officer

Countersigned:

City Auditor

Approved as to form:

City Attorney