

2003  
AGREEMENT

Between the

CITY OF DULUTH

and

CITY OF DULUTH SUPERVISORY ASSOCIATION

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Purpose of Agreement. ....	1
2	Definitions .....	1
3	Recognition .....	2
4	Management Rights .....	2
5	Dues Checkoff .....	2
6	Savings Clause .....	2
7	Hours of Work .....	3
8	Wages .....	3
9	Holidays .....	5
10	Longevity Award .....	5
11	Compensation Periods .....	5
12	Deferred Compensation .....	6
13	Hospital-Medical Benefit Plan .....	6
14	Hospital-Medical Insurance - Retired Employees .....	10
15	Dental Insurance .....	12
16	Mandatory Retirement-Termination Pay .....	13
17	Life Insurance .....	14
18	Severance Pay .....	14
19	Safety .....	15
20	Paid Leave .....	15
21	Sick Leave .....	17
22	Long Term Disability Income .....	18
23	Worker's Compensation .....	20
24	Jury Duty .....	20
25	Leaves of Absence .....	20
26	Discipline, Removal, Suspension .....	21
27	Demotions .....	23
28	Resignations .....	23
29	Layoffs .....	23
30	Re-employment Rights .....	24
31	Personnel Committee .....	24
32	Grievance Procedure .....	24
33	Complete Agreement and Waiver of Bargaining .....	26
34	Promotions .....	26
35	Duration of Agreement .....	26
	Appendix 1 .....	28
	Appendix 2 .....	30
	Appendix 3 .....	31
	Appendix 4 .....	32

THIS AGREEMENT is entered into by and between the CITY OF DULUTH, hereinafter called the "Employer", and CITY OF DULUTH SUPERVISORY ASSOCIATION, hereinafter called "CDSA".

## ARTICLE 1 - PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

1.1. Establish certain hours, wages, and other terms and conditions of employment as defined in Minnesota Statute.

1.2. Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.

1.3. The Employer and CDSA, through this Agreement, continue their dedication to the highest quality public service for the citizens of Duluth. Both parties recognize this Agreement as a pledge of this dedication.

1.4. No Strike: The CDSA agrees that neither the Association, its officers or agents, nor any of the employees covered by this agreement will engage in any strike.

## ARTICLE 2 - DEFINITIONS

2.1. Administrative Assistant means the Administrative Assistant to the Mayor of the City of Duluth.

2.2. Appointing Authority means the Administrative Assistant, Department Head or acting Department Head, or designee.

2.3. 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 an authorized leave of absence, sick leave, vacation, or military leave of absence, absence due to illness that was compensable under Minnesota Workers Compensation or, for a period not to exceed two years while on Long Term Disability.

2.4. Employee means a member of the formally recognized bargaining unit represented by CDSA.

2.5. Grievance means a dispute or disagreement as to the interpretation or application of the terms of this Agreement.

2.6. Hourly rate means the rate determined by adding the employees' monthly pay to his/her longevity award, if any, multiplying such number by 12 and dividing such number by 1950, such rate to be calculated to the nearest \$.0001. This is not necessarily the "actual rate" as used in Federal Fair Labor Standards Act, nor do the parties intend to indicate that employees are paid an hourly wage.

2.7. Monthly pay means the monthly salary provided for in the Appendices of this Agreement.

### ARTICLE 3 - RECOGNITION

3.1. The Employer recognizes CDSA as the exclusive bargaining representative of all personnel working in the job titles listed in Appendix 1 of this Agreement and as certified by the Bureau of Mediation Services and also defined as public employees in Minnesota Statutes, Section 179A.03 Subdivision 14.

3.2. In the event that any new job title is created after the effective date but during the term of this Agreement, and such position is filled by the City, the parties agree to meet and discuss whether or not such person should be represented by CDSA prior to making a request to the Director of the Bureau of Mediation Services for a unit designation for such position.

### ARTICLE 4 - MANAGEMENT RIGHTS

The Employer and CDSA 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 Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, 1971, Section 179A.07, Subd. 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to determine the methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services; to assign and transfer employees; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities; to schedule working hours.

### ARTICLE 5 - DUES CHECKOFF

The Employer shall deduct from paychecks once each month an amount sufficient to provide the payment of regular dues established by CDSA from the wages of all members of CDSA authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by CDSA within ten (10) days after the paychecks from which such deductions are made are distributed to the employees.

### ARTICLE 6 - SAVINGS CLAUSE

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

The Employer and CDSA recognize that because of the nature of their duties it is inappropriate for the employees covered by this Agreement to be governed by standard work schedules, and that it is essential that such employees work those hours necessary to carry out the duties and responsibilities of their respective positions. Therefore, it is agreed that the employees covered by this Agreement shall work whatever hours are necessary to perform their duties and responsibilities and shall be permitted to take time off during the normal work day of their respective departments or divisions. It is further agreed that such employees shall be permitted to take a reasonable rest period during each one-half (1/2) day worked and a reasonable lunch break during each day worked.

It is the intent of both undersigned parties to secure exemption from the provisions of 29 USC Section 213(a) (1) (Fair Labor Standards Act) for all employees occupying positions listed in Appendix I of this agreement subject to this collective bargaining agreement, and for those non-members and City employees whose salaries, benefits, and terms and conditions of employment are set by City Council Resolution referring to this contract.

Solely for the purpose of accomplishing that objective, this agreement is to be construed to provide that these employees are paid on a salary basis and will receive the monthly pay provided for in Article 8, and the applicable appendices, not subject to reductions because of variations in the quantity or quality of work performed. The salary will not be reduced because of lack of work available through no fault of the employee.

The employer retains its rights of discipline, lay-off, and management rights described in Article 4 (Management Rights).

The parties also agree that the provisions of the 29 Code of Federal Regulations, Section 541.118, will be followed to assure the validity of the exemptions.

## ARTICLE 8 - WAGES

8.1. Employees shall be assigned to pay ranges according to their job title in accordance with this article and the schedule attached hereto as Appendix 1, and shall be compensated in accordance with the schedule attached hereto as Appendix 2, and Appendix 3, and Appendix 4. Except as provided in paragraph 2 of this article, employees shall be placed in Step A of the pay ranges assigned to such job titles, except when placement in a higher step is approved by the employee's appointing authority and the Administrative Assistant, and such employees shall advance one step in the pay range at the beginning of the next pay period following completion of six (6) months service in such position and shall advance one step in the pay range for each additional twelve (12) months of service in such job title.

8.2. Whenever an employee is promoted to a job title with a higher pay range or whenever the position which an employee holds is reclassified by the Civil Service Board to a job title with a higher pay range, such employee's salary shall be increased to that salary in the new pay range which is next over the salary such employee was receiving prior to such promotion or reclassification or to Step A of the new pay range, whichever is higher, except when a higher level

of pay is approved by the Administrative Assistant, and such employee shall advance one step in the new pay range at the beginning of the next pay period following completion of six (6) months service in such new job title and shall advance one step in the new pay range after each additional twelve (12) months of service in such job title.

8.3. Whenever the position which an employee holds is reclassified by the Civil Service Board to a job title with a lower pay range, such employee shall be placed in the new pay range at the step which would give such employee the same salary as such employee received at the time of such reclassification, and such employee shall advance one step in the new pay range after each twelve (12) months of service in such new job title; provided, however, that if the salary of any such reclassified employee is, at the time of reclassification, in excess of that provided for in Step E of the pay range of the new job title, such employee shall remain at his or her prereclassification salary level for a period of one (1) year and shall then be placed at Step E of the new pay range unless, during such one (1) year period, the salary provided for in Step E of the new pay range is increased so that it exceeds the employee's prereclassification salary level, in which case the employee shall be placed at Step E of the new pay range at such time.

#### 8.4 Department Head Pay.

a. A department head shall be an employee who is working in a position of department head or acting department head as described in Sec. 21 of the City Charter, or any successor provision of the charter.

b. The rate of pay of department heads shall be no less than that of pay range 1135, and no more than that of pay range 1170, as set out in the appendices to this agreement.

c. The exact rate of pay of a department head shall be determined by the administrative assistant, who shall make such determination based upon the demands of the position or the results of a periodic evaluation of the employee's job performance, or both.

d. During the term of this agreement, the administrative assistant may increase or decrease the rate of pay of any department head in accordance with paragraph b and c above. However, such change in rate of pay shall become effective no sooner than ninety (90) days after the affected employee's last prior change in rate of pay became effective.

Department heads shall not receive supplemental pay.

#### 8.5 Completion of Job Evaluations.

If an employee who is a member of this unit is directed to complete employee performance reviews, then no increase in pay provided for by the first sentence of Article 8.1 of this contract shall be implemented for that employee until the pay period following completion of the employee performance evaluations in the manner directed by the employer.

8.6. Extra Duty Pay.

The appointing authority has the power to increase an employee's pay by an amount not to exceed 4% of the employee's current rate of pay for a period of time that the Employer, unilaterally, determines that the employee is ordered to perform extra work or work of greater value to the Employer. This extra duty work, and the time that extra pay will be paid for it, shall first be described in writing by the Employer. No employee shall receive more than 7 months extra duty pay in one calendar year. No employee shall have a right to demand or receive extra duty pay.

ARTICLE 9 - HOLIDAYS

9.1. Except as otherwise provided herein, employees shall receive full time off with pay for the legal holidays of New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Christopher Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day, as such holidays are defined in Minnesota Statutes Annotated, Section 645.44, Subd. 5.

ARTICLE 10 - LONGEVITY AWARD

10.1. In addition to the monthly pay prescribed herein, any employee who has been continuously employed by the City 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 or her eighth year of service, a monthly longevity award equal to four percent (4%) of his or her monthly pay and any employee who has been continuously employed by the City 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 or her monthly pay. Such longevity award shall be computed to the nearest dollar per month. 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 or she then occupied. Any time spent by an employee on leave of absence while on military duty with any military service of the United States shall be considered as time spent in the employment of the City for purposes of determining the number of such employee's qualified pay periods.

ARTICLE 11 - COMPENSATION PERIODS

11.1. All employees shall be paid the correctly calculated portion of the monthly salary every two (2) weeks, and payment for each such two (2) week period shall be made not later than the Friday next following such two (2) week period. The amount of pay for each such two (2) week period shall be determined by multiplying the employee's hourly rate by 75. Upon proper request by an employee, the employer shall, in compliance with law and banking regulations, make direct electronic deposit to the employee's account.

ARTICLE 12 - DEFERRED COMPENSATION

12.1. The employer shall allow an employee to participate in any deferred compensation plan of the employee's choice which meets the following criteria:

- a. It has been approved by the deferred compensation commission.
- b. It qualifies under the laws and regulations of the United States, State of Minnesota, Internal Revenue Service.
- c. The employer can accomplish any record keeping, data processing, accounting, or administration of the plan by making a reasonable effort.

The employer shall not do any act to change, alter, amend, or terminate any employee's deferred compensation plan without first giving at least sixty (60) days' written notice of its intention, and completing the processing of any grievance brought concerning the proposed action, unless law, ruling or order of the Internal Revenue Service requires it.

For each employee who has been continuously employed by the Employer for at least 90 days, the Employer shall contribute one hundred fifty-eight dollars (\$158) per month, beginning January 1, 2000, and an additional thirty-three dollars (\$33) or one hundred ninety-one dollars (\$191) each month, beginning January 1, 2001, and an additional thirty-three dollars (\$33) or two hundred twenty-four dollars (\$224) each month, beginning January 1, 2002, and an additional five dollars (\$5) per month for each employee enrolled in plan 3 hospital-medical insurance, for either contribution to a qualifying and approved deferred compensation plan, or for contribution to family-dependent hospital medical premium, whichever is designated by the employee during the open window for insurance selection, or at the time of a life event.

ARTICLE 13 - HOSPITAL-MEDICAL BENEFIT PLAN

13.1. During the period of this Agreement, the Employer will make available to employees hospital-medical benefit plan coverage containing the same level of benefits as provided under the three hospital-medical benefit plans in effect on 1-1-93.

- a. The Employer agrees to pay for the employees without claimed dependents the entire cost of the single employee hospital-medical benefit plan selected by the employee.
- b. The Employer agrees to pay the entire premium as the cost of medical insurance for employees eligible for and enrolled in an approved family hospital-medical insurance plan not to exceed the amounts contained in the following chart:

<u>YEAR</u>	<u>FEE FOR SERVICE (PLAN 1)</u>	<u>H.M.P. PLAN (PLAN 2)</u>	<u>COMPREHENSIVE PLAN (PLAN 3)</u>
2000	\$375.00	\$390.00	\$400.00
2001	\$375.00	\$405.00	\$425.00

2002

\$375.00

\$420.00

\$450.00

The Employer shall deduct from each eligible and enrolled employee's salary or wages the amount by which the monthly premium cost of that employee's selected hospital-medical plan family-dependent coverage exceeds the limit on the Employer's contribution that is stated in this paragraph.

c. Premiums shall be established by November 1 of the prior year, to be in effect January 1 of each year for twelve (12) consecutive calendar months.

d. Any employee covered by this agreement who had family health insurance coverage through the Employer for six (6) months or more in 2003, shall receive a five hundred dollar (\$500) health insurance cost of living adjustment upon City Council approval of this agreement.

13.2. Hospital-medical benefit plan coverage shall become effective ninety (90) calendar days from date of hire.

13.3. While an employee is entitled to receive long-term disability income protection pursuant to Article 29 of this Agreement, the Employer shall maintain such hospital-medical benefit plan coverage for such employee as it does for active employees.

13.4. Any proposed change in the hospital-medical benefit plan coverage shall be negotiated with CDSA.

13.5. The Employer shall include the following provisions to its fee-for-services hospital-medical benefit plan, the cost for which shall be paid by the Employer up to the limit set forth in paragraph b. above:

a. The major medical limit is \$1,000,000 per lifetime.

Counseling for diabetes, weight control, and genetics will be covered when provided by qualified medical professionals.

b. One general physical examination per year will be provided for each person otherwise covered by the plan. If required by a physician, additional examinations or other procedures shall be covered.

c. A mandatory ambulatory surgery schedule will be included as per a listing received from the benefit plan service provider. If an employee elects in-patient surgery when not medically necessary, the employee shall pay the difference in cost. If a determination is made by a qualified physician that such surgery should be performed as an in-patient procedure because of medical necessity, such surgery shall be covered as in-patient surgery.

d. A second opinion by a qualified physician shall be required for elective surgery. The employee may, after obtaining a second opinion, elect the surgery whether or not the second physician concurs.

e. Oral contraceptives shall not be covered by the fee-for-service plan or on a reimbursement basis.

f. A family or employee participating in the hospital-medical benefit plan shall be responsible for payment of \$3.00 of the cost of each drug prescription filled during the calendar year accumulated up to a maximum participant payment of \$100 each year per participant family and \$.50 participant payment for each prescription filled thereafter. The maximum participant payment shall be effective upon the execution of this agreement.

g. If a plan participant discovers a mistake in a hospital-medical billing, and this discovery results in a money saving to the plan, the participant shall receive from the employer one-half the amount of the saving.

13.6. The dependents of a deceased-active employee shall 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 each attains the age of 21 years, or, if the dependent is a full-time student, the age of 23 years.

13.7. The Employer will include the following provisions in the Plan 3 comprehensive hospital-medical insurance Plan:

a. Lifetime benefit is \$2,000,000.

b. Bone marrow, heart, liver, kidney, heart/lung, cornea, and pancreas transplants.

13.8. Group Health Fund.

The City shall establish and maintain a Group Health Fund for the purpose of funding health care costs. All monies appropriated by the City or contributed by plan participants and by other agencies to finance health care or dental care costs under the City's plans shall be paid into such Fund monthly. Monies in the Group Health Fund shall only be expended for payment of health care expenses, purchase of health and dental insurance (including stop loss insurance), payment of expenses incurred in the administration of the City's health care and dental care programs, and other health-related expenses incurred as determined by the Health Insurance Labor-Management Committee. The following expenses are examples of, but not necessarily all of, the expenses that shall not be paid from the Group Health Fund: Payments made pursuant to the Worker's Compensation laws and the cost of physical exams of, or medical services for, employees which exams or services are required by the City or another governmental agency. Any funds expended from the Group Health Fund 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 Group Health Fund. Reimbursements from stop loss insurance shall be promptly deposited in the Group Health Fund.

The City acknowledges its responsibility to cover the full cost of retiree insurance as established by the actuarial rates developed by the health plan claims administrator on an ongoing basis.

The City shall invest reserves in the Group Health Fund to the same extent and in the same manner as it invests reserves in its other funds. Any interest or other return earned through investment of monies in the Group Health Fund shall be credited to such Fund.

If monies in the Group Health Fund are at any time insufficient to pay the expenses described in this Article, the City shall provide sufficient monies to such Fund to cover the deficit. At least one-third of the balance of any such monies which have not been returned by the Fund to the City at the end of any calendar year shall be returned to the City from the Fund as soon as possible and in any event no later than the subsequent calendar year.

The City shall deliver to the members of the Committee each month a summary report of expenditures from the Group Health Fund for the prior month, and a detailed report each quarter.

### 13.9. Health Insurance Labor-Management Committee.

It is jointly agreed between the Union and the City that the goal of the two parties is to establish a joint labor-management committee that will administer the health insurance plans of the City, all collective bargaining units, and eligible sub-groups.

The Health Insurance Labor-Management Committee shall be comprised of the following even number of voting members, equally divided between union and management representatives:

- 1.) One member selected by each of the City bargaining units adopting this agreement, and one additional member selected by the Basic Unit, should it adopt this agreement;
- 2.) The Administrative Assistant of the City or his/her designee; and
- 3.) The Director of Finance, the Director of Administrative Services, and as many other department heads, or their designees, selected by the Administrative Assistant of the City, as are necessary to balance the Committee evenly between bargaining unit and management representatives;
- 4.) There shall be one non-voting member selected by the City's retiree's organization.
- 5.) Because of the complex nature of the subject matter covered, alternate members as well as regular members are encouraged to attend all meetings.

The Health Insurance Labor-Management Committee shall have the following powers and duties:

- 1.) To establish by-laws for its organization and operation. The Committee shall attempt consensus in all actions, but failing that, the concurrence of two-thirds of the members present and voting at any meeting shall be required.
- 2.) To determine the number and type of health insurance plans and the benefit levels in such plans that will be offered to City employees and others participating in the City's health insurance plans. The Committee cannot delete or change health plans or health benefit levels set out in the labor contracts in 1994 without the agreement of the specific union(s) concerned, and the necessary approvals or ratifications.

3.) To determine a projection of expected claims for the next year for all of the health insurance plans that are offered to City employees and others. Expected claims shall be shown as a rate per member per month. In making this determination, the Committee shall rely on the projection of expected claims provided by the City's health plan administrator. Such projection shall be based on two full years of previous claims experience and a partial year of experience for the current plan year.

4.) To annually determine the appropriate level of reserves to be maintained in the City's Group Health Fund.

5.) To annually determine the need for and/or level of stop-loss coverage.

6.) To recommend the selection of the third-party health plan claims administrator for the City's health and dental plans.

7.) To review and approve the cost of administrative services provided by the health plan claims administrator.

8.) To recommend the selection of insurance consultants or actuaries hired by the City to assist the Health Insurance Labor  
-Management Committee.

9.) To review and approve the cost of administrative services provided by City as furnished by the City's Finance Director, including wellness and health promotion programs recommended by the Wellness Committee, and the cost of an insurance consultant.

10.) To establish premium rates for each of the group health insurance plans offered to City employees and others. The Committee shall use the following formula to determine such rates:

a. The health plan claims administrator will calculate a percentage of change in expected claims by comparing the expected claims for the current year to the expected claims for the next year.

b. Multiply the portion of rates directly attributable to expected claims for each plan by the percentage of change calculated in subparagraph a. Above to calculate the amount of increase/decrease for the next year.

c. Multiply the product generated in subparagraph b. above for each plan by the percentage necessary to develop the level of reserves the Committee has determined to be appropriate in paragraph 4. above.

d. Add to the product generated by subparagraph c. above for each plan:

(1) The cost per contract of administrative services provided by the health plan claims administrator;

- (2) The cost per contract of stop-loss coverage;
- (3) The cost per contract of administrative services provided by the City.

11.) All plans will be actuarially reviewed and revalued every four (4) years. The first review and revaluation will take place in 2003 for plan year 2004.

The City and Union acknowledge the need for the Health Insurance Labor-Management Committee to provide premium rates for the following calendar year by November 1st of the current year. If the Committee fails to perform this duty by the date required, the parties agree that the City may make the necessary determinations based upon the formula contained in paragraph 10. above.

ARTICLE 14 - HOSPITAL - MEDICAL INSURANCE  
RETIRED EMPLOYEES

14.1. Any employee 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, subject to the following conditions and exceptions:

a. Any person seeking benefits pursuant to this Article who is eligible for Medicare Coverage "B" must obtain it, or lose any benefits hereunder until he or she obtains Medicare Coverage "B".

b. The City will provide any such eligible retired employee without claimed dependents the hospital-medical benefit provided active employees, without cost to the retiree.

c. For any such eligible retired employee with claimed dependents, the Employer will provide, without cost to such retiree, the approved fee-for-service, or H.M.P. (Plan 2) or Comprehensive Plan (Plan 3) dependant coverage provided to active employees; however, the approved fee-for-service coverage shall be subject to an annual deductible amount of \$650 for claimed dependents. The \$650 deductible does not apply to those retirees enrolled in H.M.P. Plan 2 or Comprehensive Plan 3. If such claimed dependents of such retired employee receive no covered benefits during a calendar year, any portion of the deductible amount which is accrued for services rendered in the last three calendar months of that calendar year shall be applied toward the deductible amount for the following calendar year.

d. 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.

e. Any person who retires from City employment after the date of the execution of this Agreement and who has been continuously employed by the City for a period of at least fifteen (15) years but less than twenty (20) years and is qualified by that employment to receive retirement pension benefits under the Police and Fire fund of the Public Employees' Retirement

Association may elect to receive retiree hospital-medical insurance coverage paid for by the City under comprehensive plan (Plan 3) only.

14.2. 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.

14.3. Those employees hired after the date of City Council approval of this agreement and who cease employment with the City shall receive hospital-medical insurance coverage paid for by the Employer subject to the following schedule:

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

14.4.

- a. Employees hired prior to the date of approval of this agreement shall have the

option of selecting either the provisions of Article 14.1 or 14.3 at the time of cessation of employment with the City.

b. Employees subject to or choosing Article 14.3 shall receive benefits under the Comprehensive Plan (Plan 3) only. Such employees shall have the option of choosing the fee-for-service Plan 1 or the H.M.P. Plan 2 coverage, provided the retiree pays the difference in cost of the monthly premiums between the plan chosen and Comprehensive Plan 3.

#### ARTICLE 15 - DENTAL INSURANCE

15.1. 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 collective bargaining unit of the City, but the Employer agrees to pay only the entire cost for single coverage for each eligible employee. To be eligible for this coverage, an employee must be continuously employed for at least 90 days as a permanent employee. The Employer and CDSA agree that any change in such coverage shall only be done through negotiations.

15.2. When an employee elects to take family dental coverage, the employee shall maintain such coverage for at least two consecutive years. The employee may cancel family dental coverage any time after the two 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 year period. An employee will only be allowed to elect family dental coverage at the time of hire, when he or she becomes eligible for single dental, or at the time of an open enrollment period for health care plans.

15.3 An employee shall have the option, within the period of open enrollment, to increase the annual dental insurance maximum benefit to \$1,500 per person. The employee shall pay the additional cost of the benefit increase above what is provided by the Employer in Articles 15.1 and 15.2.

#### ARTICLE 16 - MANDATORY RETIREMENT TERMINATION PAY

16.1. At the beginning of each quarter of the calendar year (January 1, April 1, July 1 and October 1) each employee who has attained the age of Seventy (70) years shall be retired unless the employee is employed in a public safety (police or fire) position. A public safety employee shall be retired at age of 65 years, for as long as this requirement is allowed by law. Thereafter such employee shall retire at age 70.

16.2. 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 or her salary due, including the value of accumulated paid leave time which shall be calculated based on his or her hourly rate at the time of his or her termination, and any severance pay authorized by Article 18.

16.3. Any employee who was employed by the City as a firefighter or sworn law enforcement officer on August 1, 1980, and who leaves City employment after that date upon completion of more than 25 years of service with the City as a firefighter or sworn law enforcement officer, shall be entitled to a severance allowance. Such allowance shall include an amount equal

to the pension contributions made by such employee to the special fund of the Duluth Firemen's Relief Association, but only for those contributions made for service on or after August 1, 1980, and only for those contributions which are based upon the employee's service in excess of 25 years. Such allowance shall also include interest, which shall be calculated from the times that the above said contributions occur, and shall be compounded quarterly; the rate of interest for any quarter shall be the rate which the City uses for that quarter to allocate its earnings on its investments to its various funds. The secretary of the Duluth Firemen's Relief Association shall establish and compute appropriate accounts, and shall each year submit to the City a statement of the amounts so computed for each such employee. An employee's death shall not extinguish the City's obligation to pay the severance allowance prescribed for such employee by this paragraph.

16.4. Any employee who had completed at least twenty-five (25) years of service with the City as a sworn law enforcement officer on December 30, 1987, shall be entitled, upon termination of employment with the City, to the severance allowance due him on such date under the 1986-1987 agreement between the City and the Union, plus interest from such date as specified in such agreement. An employee's death shall not extinguish the City's obligation to pay such severance allowance. Upon the employee's death, payment shall be made first to the surviving spouse, if any. If there is none, the payment shall be made to any beneficiary designated by the employee for purposes of the life insurance provided by Article 17. If there is no designated beneficiary, then payment shall be made to the estate of the employee.

#### ARTICLE 17 - LIFE INSURANCE

##### 17.1. Active Employees

a. The Employer shall pay the full cost of \$50,000 of 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. In case of the death of a qualifying employee, benefits due shall be paid to the beneficiary duly designated by the employee before death, or, if none, to the estate of the employee in accordance with Minnesota Statutes.

b. Such insurance terminates on the last day of the month in which an employee terminates his or her employment. Employees are responsible to contact the Auditor's office at least one (1) month prior to termination to verify any insurance benefits due after termination.

c. While an employee is entitled to receive long-term income protection pursuant to Article 22 of this Agreement, the Employer shall maintain such life insurance coverage for such employee as it does for active employees.

##### 17.2. Retired Employees

a. Effective January 1, 1991, for any employee 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 the Duluth Firemen's Relief Association, or retires and has vested right to receive a retirement pension from the Police and Fire Fund of PERA, the Employer shall pay the full cost of term life insurance. The amount of such insurance coverage shall be \$25,000. In case of the death of a qualifying

employee, benefits due shall be paid to the beneficiary duly designated by the employee before death, or, if none, to the estate of the employee in accordance with Minnesota Statutes.

b. Effective April 1, 1991, any employee 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 or through the Public Employees Retirement Association shall, upon retirement receive from the Employer \$10,000 paid up life insurance. Upon such retirement, the ownership of the life insurance policy shall vest with the employee.

c. Effective January 1, 1991, no person covered by this labor agreement who: 1) retires from City employment after working in a City job that required him or her to be a licensed peace officer of the state of Minnesota; or 2) retired from City employment after working a position in the Duluth Fire Department involved in fire prevention or suppression shall receive any benefit under Article 17 unless the person has been continuously employed by the City for a period of at least twenty (20) years and also is qualified by that employment to receive retirement pension benefits from the Police and Fire Fund of the Public Employees Retirement Association.

#### ARTICLE 18 - SEVERANCE PAY

18.1. Any employee except those described in Article 26.3(e) (including department heads and charter officers) who is laid off from his or her employment with the City shall be entitled to a severance payment equal to four months at current salary, with longevity award, if any. If an employee described in Article 26.3(e) is involuntarily separated from City employment by the employer, that employee is entitled to receive a minimum of two months written notice of separation. Employer shall continue any severed employee's hospital-medical and dental coverages in force the same as if such severed employee were an active employee during the four month severance period. This article does not apply to an employee who is discharged for cause. When an employee's employment shall cease as described in this article, the Employer may, at its sole discretion, place that employee in a different position. If pay in the new position is equal to or greater than the pay of the position the employee is leaving, then no severance pay is due under this article. If the pay of the new position is less than that of the old one, then the employee shall continue to receive the pay rate of the position the employee is leaving for up to four months. The benefits provided by this article shall not be given to any employee who is being involuntarily retired, is on probation, or holds a provisional or substitute appointment.

#### 18.2. Hi-5 Balancer

CDSA and the City desire to shift percentage increases to the years 2001 and 2002. CDSA and the City do not want any employee to be negatively impacted or forced to delay retirement as a result of this cost shifting. Therefore: a CDSA member who ceases employment with the City in the years 2000 or 2001 shall, upon request, have his or her compensation package recalculated and paid as though the contract indicated salary increases of 3% for 2000, and additional increase of 3% for 2001 instead of 1.5% in 2000 and 4% in 2001.

#### ARTICLE 19 - SAFETY

19.1. The Employer agrees to maintain sanitary and safe working conditions. The Employer shall furnish safety appliances, special tools required for safety, and scaffolding, and train the employees using such equipment in the proper use of same. The Employer reserves the right to determine what departments and personnel should receive the above listed equipment. Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which is furnished to them hereunder and comply with the safety, sanitary, and fire regulations issued by the Employer.

ARTICLE 20 - PAID LEAVE

20.1. Employees who have been continuously employed by the City for 3 months shall receive paid leave time in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Hours Per Pay Period</u>
Commencing 0 through 8 (inclusive)	6.64 Hours
Commencing 9 through 16 (inclusive)	8.37 Hours
Commencing 17 years and over	10.10 Hours

20.2. The maximum amount of unused paid leave time which one employee may accumulate shall be as follows:

- a. During the year, there is no maximum limit.
- b. At the end of the day of December 31 of each year, the maximum amount allowed to an employee who was a city employee on 1-1-94, shall be the greater of 837 hours or the amount of accumulated leave the employee had on 1-1-92, unless changed according to this article.
- c. At the end of December 31 of each year, the maximum amount allowed to an employee who became a city employee after 1-1-94 shall be 315 hours during the first 25 years of service in the bargaining unit and 470 hours after completion of 25 years of service in the bargaining unit.
- d. If an employee's paid leave accumulation exceeds the maximum amount allowed, then the amount in excess of the maximum amount allowed shall be forfeited, without compensation to the employee, at the end of December 31 of that year.
- e. Changes to maximum amount. An employee may change his or her maximum amount of accumulated paid leave allowed as follows:

The employee may sell back to the employer, at current rates of pay, any qualified amount of accumulated paid leave which was accumulated prior to 1-1-92, and is funded by a dedicated account. A qualified amount is any amount which does not lower the employee's maximum amount of accumulated paid leave allowed below that provided for new hires under paragraph c. above. When an employee sells back qualified accumulated paid leave, the employee's maximum amount of accumulated paid leave shall be reduced by the amount sold back. However, an employee with more than 22 years of service shall not sell back an amount which reduces his or

her maximum amount allowed to less than 470 hours. A sell back of paid leave accumulated after 1-1-92, shall not affect the maximum amount allowed.

20.3. No employee shall be allowed to use or be compensated for paid leave until he or she has been continuously and satisfactorily employed by the City for not less than six (6) months.

20.4. In the event of death of any employee, any paid leave time accumulated to the credit of such deceased employee shall be paid, at the rate of pay at time of death, to his or her beneficiary duly designated by the employee before death, or, if none, to his or her estate in accordance with Minnesota Statutes.

20.5. During calendar year 1994, 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 of each year.
- d. The amount of accumulated paid leave thus "sold back" by the employee shall be in a unit of 75 hours.
- e. Payment to the employee will be made only during the month of December of each year.
- f. Payments under this section are not subject to retroactive pay increases.

20.6. Special Carry-over.

The Administrative Assistant or his/her designee may, upon written recommendation of the department head, which states unique and exceptional cause, grant to an employee the privilege of carrying over to the next calendar year an amount of paid leave in excess of that allowed by this contract. The excess amount of paid leave carry-over granted pursuant to this section must be used by the employee during the first three months of the next calendar year.

#### ARTICLE 21 - SICK LEAVE

21.1. Any employee who has been continuously employed by the City for not less than six (6) months shall be granted up to 120 working days of sick leave with full pay 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.

21.2. When an employee is not able to report for duty, the employee shall notify his or her supervisor, or a responsible person in the work group.

21.3. If an employee's use of paid sick leave reasonably appears to be unjustified, the appointing authority may direct in writing to the employee, for any 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 the written explanation shall preclude the employee from being allowed the absence as paid sick leave.

21.4. 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; 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. Funeral Leave. The Appointing Authority may grant to a member of this unit up to a maximum of five (5) days of paid funeral leave for a death in the immediate family.

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 funeral leave, at the discretion of the Appointing Authority, and shall not exceed one-half (1/2) work day.

b. Paid Sick Leave on Paid Leave. Paid sick leave will not be allowed during a previously scheduled paid leave unless the employee is under the care of a physician because of an unexpected injury or illness and the employee furnishes to the Administrative Assistant or his/her designee a certificate, signed by the physician, indicating the number of days the employee was actually confined to his or her home or hospital. 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 paid leave.

21.5. Temporary Disability. Any employee who is temporarily physically disabled may be offered a work assignment, at the employee's current rate of pay, the duties of which the employee is able to perform.

If the employer is not able to provide the employee such an assignment, the employee may continue to remain on paid sick leave as provided for in this contract. If such a suitable assignment is refused by the employee, paid sick leave will be denied. Recognizing the varieties of illnesses and injuries and the employee's ability to do the assigned work, each case will be evaluated on an individual basis. In case of dispute, the City may use its own physician in making the determination. The City reserves the right to review the assignment after every twenty (20) working days and to reassign the employee to his or her regular duties, modify the assignment or extend the period of special assignment.

21.6. Employee Assistance Program. Any absence approved by the Appointing Authority for participation in the Employee's Assistance Program shall be allowed with pay.

## ARTICLE 22 - LONG TERM DISABILITY INCOME

22.1. Any employee who has been continuously employed by the City for not less than six (6) months shall be eligible for long-term income protection to age 70 for disability; however, there shall be no such protection for 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 requires professional medical care or treatment for such injury or illness.

22.2. 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.

22.3. Payment of benefits pursuant to this article to a disabled employee shall commence when the employer determines that the employee qualifies for benefits, and does not provide benefits under Article 22.4(b). The amount of such protection shall be 65% of the employee's basic hourly rate as of the time that employee's sick leave is exhausted, or the parties agree to commencement of such payments 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 or from the federal government pursuant to the federal Old-Age, Survivors and Disability Insurance Act, and by any other disability 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.

22.4.

a. Payment 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 23 of this Agreement. For any pay period the City may deduct from the payment of benefits any amount which the employee previously received as payments of benefits but to which the employee was not entitled because of the provisions of this Article.

b. As benefits due under this article, the employer may offer to any employee who is disabled an assignment, at such employee's present rate of pay, to any position, or one with tasks or equipment modified to accommodate the employee's 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.

22.5. Within 24 months from the date of injury or illness causing such disability, 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 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 permanent total disability status. Total disability, (as defined in Minnesota Statute 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 which totally incapacitates the employee from working at an occupation which brings him or her an income.

22.6. Receipt of long-term income protection benefits shall cease at the expiration of 24 months from the date of injury or illness causing such total disability unless the employee has complied with Section 22.5 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 Section 22.5. Such determination shall occur when the employer notifies the employee, in writing, of the decision and the medical data, including the attending physician's report, that forms a basis for the determination. The determination may be grieved pursuant to Article 32.

#### 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 or she would have received if he or 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 or she shall no longer receive any salary from the Employer while absent from work, except as otherwise provided by Article 22.

#### ARTICLE 24 - JURY DUTY

24.1. Employees shall receive a leave of absence with pay for any required appearance for jury duty; provided, however, that if an employee is released from such duty prior to the expiration

of his or her normal work day, he or she shall immediately return to his or her job and continue his or her duties as an employee. The employee shall pay to the city an amount equal to any payment the employee receives for serving on jury duty.

#### ARTICLE 25 - LEAVES OF ABSENCE

25.1. Any employee who, for any reason considered good by the Appointing Authority, desires to secure leave from his or her regular duties, may, on written request approved by the Appointing Authority, 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 Administrative Assistant, or his/her designee.

25.2. Any employee asking for special leave without pay shall submit his or her request in writing at least fifteen (15) calendar days prior to the date the employee desires to leave, stating the reasons why in his or her opinion the request should be granted, the date when he or she desires the leave to begin and the probable date of his or her return.

25.3. The Appointing Authority or Administrative Assistant or his/her designee shall respond within five (5) calendar days of the request for each special leave of absence without pay in writing, stating if the leave is to be approved, whether the employee granted such leave shall be entitled to his or her former position upon the employee's return from such leave or whether his or her name shall be placed on the re-employment list for the class for which the employee is classified.

25.4. No leaves without pay over thirty (30) calendar days will be granted until the employee has used all accumulated paid leave.

25.5. No benefits or seniority shall be lost by the employee during leaves of thirty (30) calendar days or less. No benefits or seniority shall be accrued after the first thirty (30) calendar days of any leave. Any employee wishing to be covered under the City's insurance plans may for the first six (6) calendar months of such leave pay the employee's and the employer's share of the cost of coverage.

25.6. Leave of absence without pay for a period of less than thirty (30) calendar days may be granted by a department head. Leaves of absence for over three (3) consecutive days should not be approved by any department head except for the following reasons:

- a. When it is shown that the City will benefit from such leave.
- b. Personal or family emergency.
- c. As provided for in Section 12 of this Article.
- d. Service upon a Board or a Commission where such leave is required for attendance at such meeting, and/or will benefit the City.

25.7 Military leaves of absence shall be granted as provided for in state and federal law.

25.8. City employees who are officers or appointed representatives of the employees' organization or appointed to its staff for the purpose of performing services for such organization shall be afforded reasonable time off for the purposes of conducting the duties of the employee organization; and shall, upon request, be provided with leaves of absence to the elected or appointed capacity of the exclusive representative as required by law.

25.9. An employee accepting an appointed position with the City 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 held prior to such appointment.

## ARTICLE 26 - DISCIPLINE, SUSPENSIONS, REMOVALS

### 26.1. Discipline.

Disciplinary action may be imposed upon an employee only for just cause. Disciplinary action may be grieved by the employee through the regular grievance procedure as provided in Article 32. Disciplinary action shall include only the following: 1) oral reprimand; 2) written reprimand or written record of an oral reprimand; 3) suspension; and 4) removal. Initial minor infractions which the supervisor determines warrant an oral reprimand will not normally result in a permanent written record of the reprimand being kept. Except in the case of a severe breach of discipline, any suspension, disciplinary demotion, or removal action shall be preceded by a written warning. An employee shall be given the opportunity to have a CDSA representative present at any questioning of the employee during a meeting with a supervisor for the purpose of determining what disciplinary action against the employee will be taken. If the Appointing Authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

### 26.2. Suspensions.

a. The appointing authority or any supervisor acting for him or her in his or her absence, may for disciplinary purposes suspend without pay any employee under his or her supervision from the performance of his or her duties for one (1) or more periods aggregating not more than thirty (30) working days in a calendar year for each disciplinary incident.

b. Employee to be Notified of Suspension. If the employer suspends any employee, it shall forthwith give written notice to the suspended employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the employee or send it by certified mail to the employee's last known address; it shall also forthwith send to CDSA a copy of the notice sent to the employee. The notice shall also advise the employee that he or she may grieve pursuant to Article 32 if the employee believes the action is done without just cause or is otherwise in violation of this contract.

### 26.3. Removals.

a. An appointing authority may remove an employee, except those covered by paragraph 26.3(e), only for just cause.

b. Any charges filed against any employee shall state specifically the just cause or causes the appointing authority feels are sufficient to constitute grounds for removal, and in addition, the specific act or acts of such employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the City" be considered for removal and that in no case may an employee be removed on account of his or her religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

c. Any employee proposed to be removed for just cause, shall be notified in writing of the charges against him or her, the date of separation, and the rights of the employee to file a formal grievance under the CDSA contract. The appointing authority shall personally deliver such written notice to the employee or send it by certified mail to the employee's last known address and shall send to CDSA a copy of such notice sent or delivered to the employee.

d. If the employee being removed files a grievance, the employee shall be placed on suspension without pay until the grievance is resolved except in those cases where suspension without pay is prevented by law.

e. Unclassified City employees that are appointed by the Mayor or the City's administrative assistant, whether or not approved by the City Council, or whose appointment must be approved by the administrative assistant under section 21 of the City Charter, may be removed without cause from employment upon the giving of 45 days written notice of removal.

#### ARTICLE 27 - DEMOTIONS

27.1. Upon the request of an employee or by the appointing authority, an employee may be reclassified from a higher paid to a lower paid position, which in the discretion of the appointing authority, the employee is eligible to fill.

27.2. The appointing authority proposing the demotion of an employee shall make his or her recommendation in writing to the Administrative Assistant or his/her designee, and shall supply a copy to the employee. The recommendation shall give 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 Administrative Assistant or his/her designee may require. The recommendation shall advise the employee that he or she may grieve pursuant to Article 33 of this agreement if he or she does not agree with the appointing authority's recommendations.

#### ARTICLE 28 - RESIGNATIONS

28.1. Any employee who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his or her leaving on shorter notice.

28.2. An employee who is absent from duty for three (3) consecutive business days without securing leave from his or her Appointing Authority shall be considered to have resigned.

## ARTICLE 29 - LAYOFF

29.1. When it becomes necessary, because of lack of work or funds, or to obtain efficiencies, or for other causes for which an employee is not at fault, to reduce the number of employees within a department, the following procedure shall apply, to the extent it is not superseded by the veterans' preference law:

a. All temporary, provisional and substitute employees, who are employed in the title from which the layoff is made, shall be laid off first within that department.

b. Permanent employees who are substituting in a vacant position shall, during any layoff affecting their permanent position or the position in which they are substituting, return to their permanent position.

c. Permanent employees who are appointed provisionally shall, during any layoff affecting their permanent position or the position to which they were provisionally appointed, return to their permanent position.

d. Permanent employees who are on a leave of absence shall, during any layoff affecting their position, return to their permanent position.

e. Layoffs from job titles that have multiple incumbents shall be made by inverse seniority in the job title from which the layoff is made.

29.2. The Appointing Authority shall notify in writing the employee or employees to be laid off at least ten (10) working days prior to actual layoff and shall transmit to CDSA the names of those so notified.

## ARTICLE 30 - RE-EMPLOYMENT RIGHTS

30.1. The name of any employee who has been laid off shall be placed on the reemployment list.

30.2. The names shall be arranged on the re-employment list in the order of their total seniority with the City; provided, that if any employee has not been re-employed, the Administrative Assistant or his/her designee 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 remaining on such list. If the person is no longer interested, or without giving a satisfactory reason, refuses to accept an appointment offered him or her, the Administrative Assistant or his/her designee may remove his or her name from any re-employment list. An employee refusing to accept an appointment for a position from which he or she was originally laid off shall have his or her name removed from such list.

30.3. Any name of any employee which is placed on a reemployment list because of layoff shall be removed from such list by the Administrative Assistant or his/her designee twenty-four (24) months from the date of the employee's layoff.

## ARTICLE 31 - PERSONNEL COMMITTEE

31.1 An employee may request that the employer complete a job evaluation. No position shall be evaluated more than once in a twelve month period unless the employer has significantly changed the employee's job duties. Requested evaluations shall be completed. A standing committee consisting of the President of CDSA or his/her designee and an employer representative shall meet and negotiate the pay rate for any position with a new, or amended job description, or any newly evaluated position which is represented by CDSA. The Administrative Assistant may direct position evaluations to be performed outside of this 10% minimum requirement.

31.2 Upon request, the CDSA will meet and confer with the employer about management plans or projects.

## ARTICLE 32 - GRIEVANCE PROCEDURE

32.1. An employee or group of employees with a grievance shall within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance present such grievance through CDSA in writing to the Administrative Assistant or his/her designee.

32.2. The Administrative Assistant or his/her designee shall present the Employer's position in writing to CDSA 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, CDSA and the Employer.

32.3. If the grievance is not settled in accordance with the foregoing procedure, CDSA may, within nine (9) calendar days after receipt of the reply of the Administrative Assistant or his/her designee, submit the grievance to arbitration by serving notice in writing of such submittal upon the Administrative Assistant or his/her designee. 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 or her selection by a joint letter from the parties requesting that he set a time and a place for a hearing on the grievance, subject to the availability of the parties.

32.4. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue(s) submitted to him or her in writing by the parties, and shall have no authority to make a decision on any other issue not so submitted to him or her. More than one grievance may be heard by the same arbitrator by mutual 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 or 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 or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

32.5. 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 guidelines imposed upon him or her by the provisions of this article.

32.6. The fee and expenses of the arbitrator shall be divided equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and 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.

32.7. 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, CDSA 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.

32.8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the employees involved.

32.9. Access to all information necessary to the determination and processing of a grievance shall be made available to all participants.

### ARTICLE 33 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

33.1. The parties acknowledge that the provisions contained in this Agreement constitute the entire agreement between the parties and the provisions of this Agreement are not subject to renegotiation, except with the mutual consent of the parties, or as provided in Article 31 or this article.

33.2. The parties agree to meet and confer in the Labor-Management Insurance Committee to discuss appropriate changes in Medical Benefit Plan, Long Term Disability Plan, and any benefit plan features affected by state or federal legislation or regulation changes, and to achieve reasonable and conservative cost containment suggestions, and then, upon request of either party, to meet and negotiate contract changes, if possible.

33.3. During the term of this contract, either party may, by written notice, require the other to meet and negotiate concerning the wording or subject matter of Article 31. This does not include the pay rate of any job.

33.4. During the term of this Agreement, either party may, by written notice, require the other to meet and negotiate concerning the wording or subject matter of Article 13 and/or Article

14. However, the Employer shall not take a unilateral, final position that is lower than the lesser of either: 1) the minimum incremental annual cash value of the settlement for year 1999 in this contract, or 2) the minimum incremental annual cash value of the settlement for year 1999 of any other bargaining unit of the City.

ARTICLE 34 - PROMOTION

34.1. Effective January 1, 1987 positions in this bargaining unit shall be filled only through appointment by the Mayor or Administrative Assistant, as provided for in the Charter, or through open and competitive examination wherein no advantage is given to candidates who seek the position as a promotion from another City position, or who seek to have appointment made from a segregated "promotional" list of candidates.

ARTICLE 35 - DURATION OF AGREEMENT

35.1. This Agreement shall be effective as of the 1st day of January, 2003, and shall remain in full force and effect through the 31st day of December, 2003, and from year to year thereafter as provided by law unless and until the parties negotiate and agree upon a successor contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2004.

CITY OF DULUTH

By \_\_\_\_\_  
Administrative Assistant

By \_\_\_\_\_  
Mayor

Attest \_\_\_\_\_  
City Clerk

Approved as to form:

CITY OF DULUTH  
SUPERVISORY ASSOCIATION

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
President

By \_\_\_\_\_

Secretary

APPENDIX 1

	<u>RANGE</u>	<u>JOB TITLE NUMBER</u>
Aerial Lift Bridge Supervisor	1075	1526
Assessor	1135	1310
Asst. District Maintenance Supervisor	1075	1604
Assistant Assessor	1085	1343
Assistant City Auditor	1085	1341
Assistant City Clerk	1055	1354
Assistant Director, Water & Gas	1140	1201
Assoc. Director, Parks Mtce. & Forestry	1075	1326
Assoc. Director, Recreation	1075	1327
Auditor	1115	1316
Billing & Credit Supervisor	1035	1745
Building Official	1135	1318
Business Development Manager	1125	1335
Chief Engineer, Transportation	**1115-1130	1307
Chief Engineer, Water & Gas	1130	1305
Chief Gas Dispatcher	1075	1816
City Architect	1135	1342
City Clerk	1100	1323
City Engineer	1140	1301
City Forester	1080	1531
Communications Supervisor	1085	1504
Deputy Fire Chief	1130	1206
Deputy Police Chief	1130	1205
Director of Administration	*1135-1170	1111
Director, Finance & Records	*1135-1170	1106
Director, Libraries	*1135-1170	1109
Director, Parks & Recreation	*1135-1170	1110
Director, Planning & Development	*1135-1170	1105
Director, Public Works	*1135-1170	1102
Director, Water & Gas	*1135-1170	1101
Facility Operations Supervisor	1035	1342
Engineering Services Manager	1130	1347
Fire Chief	*1135-1170	1108
Fleet Manager	1115	1529
General Curator/Veterinarian	1075	1352
Golf Course Superintendent	1075	1512
Head Meter Reader	1035	1805
Manager, Community Dev./Housing	1085	1339
Manager, Customer Service	**1115-1130	1356
Manager, MIS	**1125-1135	1312
Manager, Employment & Training	1085	1345
Manager, Fiscal & Management Analysis	**1105-1115	1315

APPENDIX 1 (continued)

	<u>RANGE</u>	<u>JOB TITLE NUMBER</u>
Manager, Sewer Division	1105	1353
Manager, Information Systems	1075	1528
Manager, Library & Grounds	1035	1715
Manager, Payroll Personnel Systems	**1080-1090	1340
Manager, Physical Planning	1135	1334
Manager, Street Maintenance	1110	1314
Manager, Utility Operations	** 1115-1130	1357
Measurement Services Supervisor	** 1090-1105	1527
Office Manager	1035	1528
Office Manager, Billing & Credit	1085	1510
Operations Manager for Water & Gas Supply	**1115-1130	1207
Police Chief	*1135-1170	1107
Police Inspector	1115	1330
Police Lieutenant	** 1105-1110	1511
Property Manager	** 1125-1135	1337
Purchasing Agent	1100	1336
St. and Park Maintenance Area Manager	1100	1314
St. and Traffic Control Maint. Supv.	1100	1727
Street Maintenance Supervisor	1080	1517
Superintendent, Building Maintenance	**1090-1105	1723
Superintendent, Meters & Inspection	1085	1506
Superintendent, Sewer Division	1085	1344
Superintendent, Distribution Division	1085	1505
Supervisor Forest Maintenance	1055	1530
Systems Operations Manager	1140	1346
Traffic Control Mtce. Supervisor	1085	1727
Traffic Operations Manager	1100	1705
Treasurer	1100	1322
Utility Operations Supervisor	**1080-1095	
Vehicle Center Supervisor	1085	1525
Zoning and Housing Inspection Manager	1070	1718
Zoo Manager	1075	1325

\* These positions are department heads. Pay is set according to Article 8 within ranges 1135 to 1170.

\*\* Pay rate for an individual appointed to these positions is set by the appointing authority by designating in writing the pay range, which shall be one within the spectrum indicated in this appendix.

## APPENDIX 2

Any employee hired before February 1, 1991, who is covered by the City's group health insurance plan, shall have added to his or her monthly salary the amount of \$32.00. Employees hired after February 1, 1991 shall not receive the payment described above.

Compensation for department heads is set in accordance with Article 8.

### 2003 PAY RANGE SCHEDULE

Effective January 1, 2003, monthly salaries of employees in the various pay ranges shall be as follows:

<u>Range No.</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
1170	6497	6815	7136	7530	7924
1165	6336	6646	6955	7342	7726
1160	6177	6477	6778	7155	7532
1155	6015	6307	6602	6970	7338
1150	5858	6147	6430	6790	7147
1145	5701	5978	6258	6606	6950
1140	5553	5826	6096	6435	6772
1135	5233	5487	5743	6061	6381
1130	5035	5282	5526	5835	6141
1125	4859	5096	5334	5630	5927
1115	4759	4989	5222	5512	5805
1110	4660	4886	5114	5397	5681
1105	4559	4781	5003	5281	5558
1100	4455	4672	4892	5163	5435
1095	4357	4568	4782	5047	5310
1090	4256	4462	4669	4929	5191
1085	4154	4379	4598	4823	5065
1080	4055	4264	4477	4704	4969
1075	3954	4150	4357	4574	4803
1070	3848	4036	4221	4454	4694
1055	3756	3938	4123	4351	4582
1050	3655	3835	4011	4237	4457
1045	3594	3769	3942	4162	4384
1040	3494	3665	3835	4047	4260
1035	3416	3583	3766	3960	4157
1030	3225	3382	3539	3737	3937
1025	3051	3199	3347	3534	3718
1020	2885	3025	3168	3342	3517