2016-2018

AGREEMENT

BETWEEN THE

CITY OF DULUTH

AND

LOCAL 66 OF A.F.S.C.M.E., COUNCIL 5

FOR

BASIC UNIT EMPLOYEES

22780

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THIS AGREEMENT dated the _____day of _____ , 2016, is entered into by and between the City of Duluth, hereinafter called the "Employer," and LOCAL 66 of A.F.S.C.M.E., represented by A.F.S.C.M.E. Minnesota Council 5, hereinafter called the "Union."

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.

The Employer and the Union, 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.

ARTICLE 2 - DEFINITIONS

2.1. Chief Administrative Officer means the Chief Administrative Officer to the Mayor of the City of Duluth.

2.2. Appointing Authority means the Chief Administrative Officer, department head or acting department head.

2.3. Assignment - an order from the Employer to an Employee directing the Employee to perform work in the same department and in the same job classification.

2.4. Basic Annual Pay means the Employee's monthly salary as provided for in Appendix 2, 3, and 4 of this Agreement added to the Employee's longevity award as provided for in Article 9 of this Agreement multiplied by twelve (12).

2.5. Basic Hourly Rate, for all purposes, means the Employee's Basic Annual Pay divided by 2080 in the case of Employees whose normal workweek is forty (40) hours and divided by 1950 in the case of Employees whose normal workweek is thirty-seven and one-half (37 ½) hours. The Basic Hourly Rate shall be calculated to the nearest $.0001.

2.6. Basic Monthly Pay means the Employee's monthly salary provided for in Article 8 of this Agreement.

2.7. Board means the Civil Service Board of the City of Duluth.

2.8 Board of Trustees means the governing body of the Joint Powers Enterprise and the Joint Self Insurance Pool.

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, military leave, layoffs, or absence due to injury or illness that was compensable under Minnesota Workers' Compensation Act or, for a period not to exceed two years, while on long term disability.

2.10. 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 said instruction from the employer.

2.11 Duluth Joint Powers Enterprise Trust or Trust means the Trust created for the purpose of accepting and holding certain Employer contributions or other contributions under the Plan(s).

2.12. Employee A person employed by the Employer who is a member of the formally recognized bargaining unit represented by the Union.

2.13. Temporary Employee. An Employee hired by the Employer for a fixed duration of one year or less.

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

2.15. Involuntary Transfer. A Transfer of an Employee which is ordered by the Employer even though the Employee is opposed to the Transfer.

2.16 Joint Powers Agreement or JPA means the joint powers agreement entered into and among the Members.

2.17 Joint Powers Enterprise means the enterprise jointly created by the Members and reflected in the Joint Powers Agreement.

2.18 Joint Self Insurance Pool or Pool means the joint self-insurance pool created by the Members under Minnesota law, known as the Duluth Joint Insurance Pool, through which certain Plans are funded and operated.

2.19 Members means, unless one or more cease to be a Member pursuant to Article XVI or Article XVII of the Joint Powers Agreement, Employer, the Duluth Airport Authority, the Duluth Entertainment and Convention Center, and the Duluth Housing and Redevelopment Authority, and any other governmental entity, permitted by law, who subsequently becomes a Member under Article XX of the Joint Powers Agreement.

2.20. Non-duty Disability. A physical condition which renders an Employee incapable of performing the work within his or her classification assigned to him or her by the Employer, and which is not compensable under the worker's compensation law.

2.21. Non-bargaining Unit Part-time Employee. An employee under Minn. Stat. §179A.03, subd. 14(a)(5), as amended, whose service does not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the Employee's appropriate unit.

2.22. Non-bargaining Unit Temporary Employee. An employee under Minn. Stat. §179A.03, subd. 14(a)(6), as amended, whose Position is basically temporary or seasonal in character and (1) is not for more than 67 working days in any calendar year; or (2) is not for more than 100 working days in any calendar year and the employee is under the age 22, is a full-time student enrolled in a nonprofit or public educational institution prior to being hired by the Employer, and has indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as a student during or after his/her temporary employment.

2.23. Part-Time Employee. An Employee who works year round, and who works more than 14 hours weekly, but not more than 30 hours weekly averaged per pay period.

2.24 Plan(s) means one or more benefit plans (1) jointly sponsored and maintained by the Members, pursuant to the provisions of the Joint Powers Agreement, (2) authorized by Minnesota law and able to be provided jointly by Minnesota governmental entities, and (3) that provides benefits for a Member's employees, former employees, including retirees, and persons covered by them (e.g. dependents) in accordance with the terms and conditions of such benefit plan(s), including eligibility.

2.25. Position. A job that the Employer has determined shall be performed by one person in a single job classification.

2.26. Seasonal Employee. An Employee who works more than 100 days in a calendar year, but not more than 1,040 hours in that calendar year, and who is only eligible to work from April 1 – November 1 of each year.

2.27. Secretary means the Secretary of the Civil Service Board of the City as defined in Chapter 13 of the City Code.

2.28. Shift means a stipulated eight (8) hour work period for Employees whose normal workweek is forty (40) hours and a seven and one-half (7 ½) hour period for Employees whose normal workweek is thirty-seven and one-half (37 ½) hours.

2.29. Supervisor means an Employee of the City who has been determined by the Director of Mediation to be a Supervisor.

2.30. Transfer. Directing an Employee to perform work in the same job classification and at the same salary range but in a different department of the City than the one the Employee had been working in before the Transfer.

2.31. Voluntary Transfer. A Transfer requested and agreed to by the Employee transferred.

ARTICLE 3 - RECOGNITION

3.1. The Employer recognizes the Union as the exclusive bargaining representative of all Employees working in the classified service excluding police, fire, confidential and supervisory Employees as certified by the Bureau of Mediation Services and also defined as public Employees

in Minnesota Statutes, Section 179A.03, Subd. 14.

3.2. In the event that any new job classification is created within the City 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 the Union prior to making a request to the Minnesota Bureau of Mediation Services for a unit designation for such person.

ARTICLE 4 - DUES CHECKOFF

4.1. The Employer shall deduct from the paychecks once 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 within ten (10) days after the paychecks from which such deductions are made are distributed to the Employees.

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 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, 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 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 schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; 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 unlawful and unenforceable by any court or administrative agency of the State of Minnesota or United States of competent jurisdiction, such provision 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 in pay ranges 14 through 39 the normal work week shall be forty (40) hours and the normal workday shall be eight (8) hours.

7.2. For Employees in pay ranges 116 through 142 and pay ranges 4 through 10 the normal workweek shall be thirty-seven and one-half (37 ½) hours and the normal workday shall be seven and one-half (7 ½) hours.

7.3. For computation of overtime, the workweek will end at 11:59 PM Saturday.

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7.4. Notwithstanding any provision in this Agreement to the contrary, Employees working the Police Record Bureau may be scheduled to work Shifts consisting of seven and one-half (7 ½) consecutive hours of work with no lunch periods..

7.5. The Employer and the Union agree that overtime pay and other benefits shall be negotiated for Employees who may work schedules that provide for other than thirty-seven and one-half (37 ½) hours per week with seven and one-half (7 ½) hour days and forty (40) hours per week with eight (8) hour days.

7.6. An Employee's work schedule shall not be changed without seven (7) calendar days' notice, unless mutually agreed upon by the Employee and Employer in writing.

7.7. Flexible Scheduling

A. This Part 7.7 applies to any Employee who chooses to work approved flexible schedules.

B. The assignment of work, and of work schedules, shall continue to be a right of management, except as expressly modified by this Agreement. The Employer may implement, a work schedule that results in hours of work that are different from those otherwise generally agreed upon in this Agreement, including Articles 7.1 and 7.2. Participation in the new approved work schedule must be voluntary on the part of the Employee. Implementation of flexible scheduling shall not result in any loss of the Employer's rights to set schedules or assign work.

C. The Employees may be scheduled to regularly work the hours each work day, and the work days in each work week which are decided upon, after conferring, by the Employee and her or his Supervisor, and posted by the Employer.

D. Each Employee will be eligible for overtime rate of pay after he or she worked at least 40 hours in a week for those Employees covered by Article 7.1 and 37.5 hours in a week for Employees covered by Article 7.2 in that work week.

E. If the Employee and the Supervisor of a work group decide that the work group shall use individual work schedules rather than a group schedule, the following shall apply:

1. The Employee shall request an individual schedule.

2. The Employee and immediate Supervisor shall agree upon a schedule in writing.

3. The Employer must approve the schedule to be implemented in writing.

4. Any schedule implemented must not violate the established schedule limits.

F. The Employer retains the right to establish such work schedules as it deems necessary to carry out its operations, and the Employer retains the right to rescind any flexible

schedules subject only to the Employee notification requirements of Article 7.6.

ARTICLE 8 - WAGE PROGRESSION - CAFETERIA PLAN CONTRIBUTION

8.1. Effective January 1, 2016, each Employee's Basic Hourly Rate shall be increased 3% as indicated in Appendix 2. Effective January 1, 2017, each Employee's Basic Hourly Rate shall be increased 3% as indicated in Appendix 3. Effective January 1, 2018, each Employee's Basic Hourly Rate shall be increased 2.5% as indicated in Appendix 4.

8.2. An Employee appointed to a permanent Position of the classified service from a Civil Service employment list (open examination) shall be placed in step A of the appropriate pay range as shown in Appendixes 1-4, or except when otherwise recommended and justified by the Appointing Authority with the approval of the Chief Administrative Officer.

8.3. When an Employee is promoted or reclassified to a higher Position or an Employee's Position is assigned to a higher pay range, his or her salary shall be increased to that salary in the new pay range which is next over the salary he or she was receiving prior to promotion except when otherwise recommended and justified by the Appointing Authority with the approval of the Chief Administrative Officer.

8.4. Employees shall remain at the assigned step as specified above until the beginning of the next pay period following completion of six (6) months service in a permanent Position, at which time he or she shall advance one (1) step in the pay range in the applicable Appendix and the Employee shall thereafter advance one (1) step in the pay range for each additional twelve (12) months of service; however, salary progression for an Employee in a non-J.A.T.C. apprenticeship program shall be governed as specified in Appendix 5. If the Employer does not offer course(s) as required in Appendix 5, the Employee shall advance to the next pay step when otherwise eligible. When the Employer offers such course(s), the Employee shall be required to take such course(s) or the Employee will have their salary reduced to the next lower step and the Employee shall remain at such step until they complete the course(s).

8.5. No Employee shall be required to work out of class in a higher job classification without the Employee's consent. Any Employee assigned in writing by the Appointing Authority or his or her authorized representative to work out of class in a higher classification within a work site shall have his or her salary increased to that step in the pay range for the classification in which the Employee is assigned to work which step is next over the salary he or she was receiving prior to such out-of-class Assignment.

The Appointing Authority or his or her designee shall select the Employee by seniority in the next lowest class and then lower classes in the work unit, provided said Employee possesses any license required by job specifications.

No out-of-class pay shall be paid where such Assignment is for a period of less than two hours. All assigned overtime hours worked out-of-class shall be paid using the out-of-class rate as the Basic Hourly Rate for purposes of overtime pay calculation under Article 17 (Overtime.)

Out-of-class pay shall not be paid for Employees being trained within a City-approved training program.

No such Assignment shall exceed ninety (90) working days, at which time a determination shall be made to permanently fill or vacate the Position.

The Chief Administrative Officer, or his or her designee and the Union shall receive a copy of all written Assignments for review for appropriateness of Assignment.

8.6. The Employer and the Union agree there shall be Apprenticeship Programs as established in Appendix 5.

8.7. Notwithstanding any other provision of this article to the contrary, any Employee who subsequent to August 1, 1980, commences employment in a Position as a participant in an apprenticeship or training program which is approved by the Joint Apprenticeship Training Committee (J.A.T.C.) shall be compensated in accordance with the following formula:

TRAINING WAGE FORMULA

Program Years	5 years	4½ years	4 years	3 years	2 years	1 year
0-6 months	Entrance	Entrance	Entrance	Entrance	Entrance	Entrance
6-12 months	79%	84%	86%	78%	80%	88%
12 months	80%	86%	88%	81%	88%	100%
18 months	82%	88%	90%	84%	94%	
24 months	84%	90%	92%	92%	100%	
30 months	86%	92%	94%	96%		
36 months	88%	94%	96%	100%		
42 months	92%	96%	98%			
48 months	94%	98%	100%			
54 months	97%	100%				
60 months	100%					

When a Utility Service Person promotes to an Utility Services Specialist Apprentice, that Employee shall be placed at the 92% level. The Employee will move to the 94% level after six months.

When a Meter Reader promotes to a Utility Service Person, that Employee shall be placed at the 92% level. The Employee shall move to the next step after such Employee completes the necessary requirements, in accordance with the J.A.T.C. rule, for advancement to that step.

However, any Employee who commences employment in a Position contained in the J.A.T.C. Information/Finance Program, shall be compensated in accordance with the following formula:

Level 1 - Clerical Support Technician

0-6 months	79% of Range 121-Step E
6-12 months	82%
12 months	85%
18 months	88%
24 months	91%
30 months	94%
36 months	97%
42 months	100% of Range 121-Step E

Level 2 - Information or Finance Technician

0-6 months	82% of Range 126-Step E
6-12 months	85%
12 months	87%
18 months	90%
24 months	92%
30 months	95%
36 months	97%
42 months	100% of Range 126-Step E

Level 3 - Administrative Information or Finance Specialist

0-6 months	90% of Range 129-Step E
6-12 months	92%
12 months	95%
18 months	97%
24 months	100% of Range 129-Step E

Further, promotions of Employees from one level to the next level within the J.A.T.C. Information/Finance Program shall be according to the following procedure:

A. When an Employee reaches the 100% level in his/her current program level, his/her name will be placed on an eligible list for the next higher level;

B. When an opening occurs at the appropriate higher level, all eligibles will be notified of that opening;

C. If an eligible Employee wishes to be considered for that opening, his/her name will be placed on an interview list; and

D. If there are more than 10 eligible names on the interview list, 10 names will be randomly drawn from the list. Those 10 people would be interviewed for the vacancy. If the interview list contains fewer than 10 eligibles, all such eligibles would be interviewed.

Employees interested in considering a lateral Transfer within a program level, also may have their name added to the interview list.

Notwithstanding any other provisions of this article to the contrary, any Employee who commences employment in a Position contained in the J.A.T.C. Financial Analyst Program, shall be compensated in accordance with the percentage pay plan that is listed below. Except where otherwise limited to the J.A.T.C. Approved program description, a participant's advancement through this plan shall be as follows:

a. One step shall be earned for completion of each 16.67 hours of J.A.T.C. approved training; and

b. Two steps shall be earned for completion of each 600 hour unit of O.J.T. hours (the approximate amount of O.J.T. accumulated in 6 months of employment).

1 (entrance)	70.00%	21	85.75%
2	70.75%	22	86.50%
3	71.50%	23	87.25%
4	72.25%	24	88.00%
5	73.75%	25	88.75%
6	74.50%	26	89.50%
7	75.25%	27	90.25%
8	76.00%	28	91.00%
9	76.75%	29	91.75%
10	77.50%	30	92.50%
11	78.25%	31	93.25%
12	79.00%	32	94.00%
13	79.75%	33	94.75%
14	80.50%	34	95.50%
15	81.25%	35	96.25%
16	82.00%	36	97.00%
17	82.75%	37	97.75%
18	83.50%	38	98.50%
19	84.25%	39	99.25%
20	85.00%	40 (completion)	100.00%

Administration of the J.A.T.C. Financial Analyst Program pay provisions shall be as follows:

1. Upon entry into this program, an Employee's compensation shall be established at the higher of the following amounts:

a. the percentage rate in the pay plan which corresponds to the amount of advanced standing approved for that Employee by the J.A.T.C.; or, for current Employees only,

b. the percentage rate in the pay plan which is next over the Employee's current rate of pay.

2. An Employee's participation in and progress through this program shall be in accordance with the procedures of the J.A.T.C.

8.8. The entrance and completion rates of pay for each such program shall be determined by the Labor-Management Committee, but shall be within the minimum and maximum monthly rates of pay specified for the Position by Appendixes 1-4. The percentages indicated in the above formula shall mean percentages of the completion rate of pay so determined. The J.A.T.C. shall monitor changes to Appendixes 1-4 so as to insure that appropriate entrance and completion rate adjustments are made in connection with related changes made to Appendixes 1-4. When an Employee enters a J.A.T.C. program, the Employee shall not receive pay less than what the Employee was being paid in the Employee's previous classification. An Employee who voluntarily demotes or is demoted to a J.A.T.C. Program shall receive not less than two steps below 100% of the top rate of the apprentice classification. The J.A.T.C. Committee shall have the authority to determine which step the demoted Employee will receive.

8.9. Compensation increases authorized by the above formula shall be implemented only if the Employee has served the time indicated and has satisfactorily completed the appropriate program training, which shall be verified by the J.A.T.C.

8.10. For each eligible Employee who has been Continuously Employed by the Employer for sufficient time as to be eligible for the Employer's hospital-medical benefit plan, the Employer shall make the amounts listed below available to the Employee for contribution to the Employer's Internal Revenue Code Section 125 cafeteria plan program.

(a) $304 per month for each eligible regular Employee either declining both single-hospital and family medical benefit plan coverage (must provide proof of other coverage which meets the Affordable Care Act's minimum essential coverage requirements) or electing single hospital-medical benefit plan coverage; or

(b) $229 per month for each eligible regular Employee electing family hospital-medical benefit plan coverage.

(c) Amounts contributed for regular Part-time Employees shall be prorated pursuant to Article 54.

ARTICLE 9 - LONGEVITY AWARD

9.1. 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 Basic 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 Basic 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 (¾) of the normal working hours of the Position he or she then occupied.

9.2. In cases where Employees have completed a sufficient number of years of service in the Police or Fire Departments of the City to qualify for police or fire pension benefits, the period of service of such an Employee in the Police or Fire Department shall not be considered in computing the longevity award to which such Employee may be entitled under this article.

ARTICLE 10 - SHIFT DIFFERENTIAL

10.1. Employees working a regular Shift commencing between the hours of 12:00 p.m. and 10:00 p.m., shall, in addition to their monthly pay, receive a Shift differential equal to $.75 per hour for each hour worked during such a Shift. Employees working a regular Shift commencing between the hours of 10:00 p.m. and 4:00 a.m., including Library Employees, shall, in addition to their monthly pay, receive a Shift differential equal to $1.00 per hour for each hour worked during such a Shift. Effective upon ratification of this Agreement by both parties, Employees working a regular Shift commencing between the hours of 12:00 p.m. and 10:00 p.m., shall, in addition to their monthly pay, receive a Shift differential equal to $1.00 per hour for each hour worked during such a Shift. Employees working a regular Shift commencing between the hours of 10:00 p.m. and 4:00 a.m., including Library Employees, shall, in addition to their monthly pay, receive a Shift differential equal to $1.25 per hour for each hour worked during such a Shift. No Employee shall receive such Shift differential for any time for which he or she will receive overtime compensation provided for in Article 17 of this Agreement.

ARTICLE 11 - UNIFORMS

It shall be the responsibility of Employees to maintain uniforms in a neat and presentable manner. All Employees who are issued uniforms shall be required to wear them while on duty. All uniform items shall have Employer furnished identification patches sewn on them. All uniform items shall be purchased from a vendor designated by the Employer. The parties agree to meet and confer regarding Employer provided uniforms and/or uniform allowances for Employees in a new job classification not otherwise covered under this Article 11. Uniforms shall be provided by the Employer for Employees working in the following departments or divisions as follows:

11.1. Public Works and Utilities Department

(a) In the Customer Service (Comfort Systems), Utility Operations, and Traffic Operations Divisions, all Employees, excluding clerical Employees, shall receive an initial uniform issue of: five (5) pants, five (5) shirts, one (1) lined denim jacket, and one (1) winter jacket/coat with hood.

1. All Employees covered under this Article 11.1(a) shall receive a clothing allotment of $275.

2. In addition to those uniforms furnished in this article, coveralls shall be furnished to eligible Employees when requested. Fire resistant coveralls will be furnished to Employees in situations where Supervisors determine that their employees will be working in

hazardous conditions.

3. All jackets, shirts and coveralls shall have identification patches furnished by the department sewn on them.

4. Upon approval of Employee's Supervisor, up to two (2) replacement uniforms or other articles of clothing may be furnished by the Department each year.

(b) Employees assigned permanently to do Sewer Maintenance and Operation work shall be furnished one set of coveralls per week, and they shall receive a clothing allotment of $275 per year. In addition, they will be supplied:

1. At least one change per day of pants and shirt (minimum).

2. At least one extra change per week (a total of six (6) per week).

(c) Bridge Employees shall be furnished with three (3) sets of coveralls for use while engaged in bridge maintenance; coveralls shall be maintained by the department.

(d) Pipeline welders shall receive a maximum reimbursement of $400 per calendar year for Employer-approved uniform items under this Article.

11.2. Public Administration Department

(a) Street Maintenance and Sign Maintenance Employees, excluding clerical, shall receive an initial uniform issue of: five (5) pants, five (5) shirts, one (1) lined denim jacket, and one (1) winter jacket/coat with hood.

1. All Employees covered under this Article 11.2(a) shall receive a clothing allotment of $275 per year.

2. In addition to those uniforms furnished in this article, coveralls shall be furnished to eligible Employees when requested.

3. Upon approval of Employee's Supervisor, up to two (2) replacement uniforms or other articles of clothing may be furnished by the Department each year. All Employees who are issued uniforms shall be required to wear them while on duty.

(b) Painters shall be furnished three (3) painter pants and shirts per year.

(c) Recreation Specialists and Trails Coordinators shall be furnished: one (1) winter jacket or approved winter outerwear; one (1) pair of cold weather foot ware; and one (1) light jacket.

(d) Employees filling Positions of Equipment Maintenance Specialist, Heavy Equipment Mechanic, Industrial Equipment Technician and Welder shall be furnished one (1) set of laundered coveralls, one (1) pair of laundered pants, and one (1) laundered shirt per work day by the Employee's Department. Additionally Employees filling these positions shall receive an initial

issue of one (1) winter jacket and bib overalls which shall be replaced upon approval by the Employee's Supervisor.

11.3. Police Department:

(a) Traffic Division: Parking Meter Monitors shall be furnished the following items upon initial employment and replacement items as needed:

1 jacket	1 jacket liner
4 pairs of pants	1 rain/shine coat
1 winter coat	1 pair snow boots
2 pair shoes	8 shirts

(b)Electronics Technicians shall be furnished shop coats as needed.

11.4. Effective April 1, 1981, all Employees or groups of Employees who have been receiving uniforms or coveralls as provided for under this article, shall continue to receive said coveralls and uniforms as previously provided, however, any change or addition to this article shall only be done with the agreement of the Department Head or his or her designee and with all the affected Employees. All Employees so affected shall be treated the same as to the distribution or wearing of uniforms.

11.5. An Employee entitled to receive uniform items under this Article may substitute suitable workplace footwear as approved by the Employer and/or t-shirts purchased from a designated City vendor for the items, or part of them, so long as the total uniform cost to the Employer is not increased by the substitution.

11.6 Engineering Division. Engineering Division employees, who are required to work outside for substantial periods of time as determined by the supervisor, shall be furnished with one set of coveralls and additionally shall receive $100 per calendar year for replacement of damaged clothing.

ARTICLE 12 - MEAL ALLOWANCE

12.1. Any Employee required to work twelve (12) or more consecutive hours shall be provided a meal allowance of fifteen dollars ($15.00), which shall be added to the Employee's pay.

12.2. Employees working in the Public Works and Utilities Department and Street Maintenance Divisions of the City who are ordered to report for emergency duty of three and one-half (3 ½) hours or more and are required to continue working into the next day Shift shall be provided the opportunity to eat breakfast on duty time, which time shall not exceed one-half (½) hour.

ARTICLE 13 - INCENTIVE AWARDS

13.1. In addition to all other compensation paid to an Employee pursuant to this Agreement, any Employee may be paid additional compensation from time to time in accordance with the rules and regulations of the City Employee Incentive 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.

13.2. Any Employee who is recognized as Employee of the Month or Employee of the Year may receive up to fifteen hundred dollars ($1,500) in additional pay or benefits per year.

ARTICLE 14 - LIFE INSURANCE

14.1. The Employer shall purchase group term life insurance for each eligible Employee in the amount of Fifty Thousand Dollars ($50,000). All Employees shall receive such life insurance coverage on the first day of the month following the date of hire.

14.2. 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 Human Resources Office at least one (1) month prior to termination to verify any insurance benefits due after termination.

14.3. While an Employee is entitled to receive long-term income protection pursuant to Article 30 of this Agreement, the Employer shall maintain such life insurance coverage for such Employee as it does for active Employees.

ARTICLE 15 - LIFE INSURANCE - RETIREES

15.1. The Employer shall pay the full cost for the purchase of term life insurance for any Employee who retires from employment with the City; 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 amount of such insurance coverage shall be $25,000.

ARTICLE 16 - TOOL REPLACEMENT & ALLOWANCE

16.1. Those Employees required to furnish their own tools shall be reimbursed by the Employer for the cost of replacing any personal tools which are damaged or worn to the extent they are no longer usable. The tools for which replacement is being requested shall be turned over to the Employee's Supervisor, who shall have the authority to authorize the purchase of a new tool.

16.2. Department of Public Administration- Fleet Services Unit.

(a) During the period of this Agreement, the Employer will insure replacement of tools lost due to fire or theft, for Maintenance Specialists, Heavy Equipment Mechanics, Industrial Equipment Technicians, Fleet Services Leadworkers, and Welders (in Fleet Services Division).

(b) Effective January 1, 2016, the Basic Hourly Rate for Equipment Maintenance Specialists, Heavy Equipment Mechanics, Industrial Equipment Technicians, Fleet Services Leadworkers, and Welders (in Fleet Services Division) shall include an amount to compensate those Employees for providing their own tools. [$0.75 per hour in 2016]

(c) In order to receive the benefits of this article, an Employee must purchase and use tools that have a lifetime free replacement warranty and use the warranty to replace tools.

ARTICLE 17 - OVERTIME & COMPENSATORY TIME OFF

17.1. Rates of Compensation:

(a) Except as provided in this article, Employees who are required by their Employer and according to Section 4 of this article, to work in excess of eight (8) hours in any day or forty (40) regular hours in any week shall be compensated for such excess hours either with pay at the rate of one and one-half (1 ½) times their current Basic Hourly Rate or with compensatory time off at the rate of one and one-half (1 ½) hours for each excess hour worked as provided in Section 2 of this article.

(b) Employees whose normal work week is thirty-seven and one-half (37 ½) hours, when required by their Employer and according to Section 5 of this article, to work in excess of their normal work week or work day, but not in excess of forty (40) regular hours in any week or eight (8) hours in any day, shall, for such excess hours either receive pay at their current Basic Hourly Rate or be granted compensatory time off at the rate of one (1) hour for each hour worked according to Section 2 of this article.

(c) Overtime shall be computed to the nearest fifteen (15) Minutes.

(d) Effective January 1, 2016, all paid leave hours except sick leave shall be considered hours worked for purposes of daily and weekly overtime pay.

17.2. Compensatory Time Off:

(a) All Employees may earn an unlimited amount of compensatory time off during the year, but Employees may not bank (hold) more than two-hundred (200) compensatory time off hours as of the end of any pay period. Any unused, accrued compensatory time off hours over two-hundred (200) hours at the end of each pay period shall be paid to Employees based on the Employees' Basic Hourly Rate as of the end of that pay period. The Employer shall maintain records of all compensatory time off earned, used, accrued, and paid to Employees.

(b) The distribution of compensatory time off shall be at the discretion of the Employer and upon request of the Employee. In considering requests by Employees for compensatory time off, the Employer shall not grant such requests automatically, but shall consider whether or not the interests of the Employer would be served by permitting Employees to take such time off and whether such time off may be taken without undue interference with the Employer's operations.

(c) Employees may cash out some or all of their accrued compensatory time off during any pay period, based on the Employees' Basic Hourly Rate as of the end of that pay period. Any remaining, unused, accrued compensatory time off remaining at the end of the calendar year shall be paid to such Employee in the paycheck covering the last pay period fully within that year, based on Employee's Basic Hourly Rate as of the last day of that calendar year.

17.3. The working of overtime by an Employee shall be voluntary except in cases where

the Supervisor determines that work is necessary to protect property or human life. For purposes of distribution of overtime, overtime refused is to be considered overtime worked.

17.4. Except for Employees assigned to standby duty under Article 18 of this Agreement, Employees shall not be required to work more than sixteen (16) consecutive hours, to be followed by a minimum of eight (8) hours off before being required to return to work.

17.5. In Fleet Services, callout will occur as follows:

(a) When the Employer determines that the work to be done is heavy equipment work, callout will be in this order: a leadworker, heavy equipment mechanic(s), equipment maintenance specialist(s) with a CDL, other leadworker(s).

(b) When the Employer determines that the work to be done is light equipment work, callout will be in this order: a leadworker, equipment maintenance specialist(s), heavy equipment mechanic(s), other leadworker(s).

ARTICLE 18 - STANDBY SCHEDULING AND PAY

The term "standby" is limited to a status in which an Employee, though off duty, is required by the Employer, to be available for duty. The Employee should receive clear advance notice that he/she will be on "standby".

18.1. Standby may or may not be scheduled at the discretion of the Department Director or his or her designee.

18.2. A standby schedule of qualified Employees for standby duty shall be established annually, and posted no later than the first of December of the preceding year. Qualified Employees shall be scheduled on a continuous rotation. The Employees will be ranked on the list, by division seniority (first date of employment in division) and voids in the scheduling, including, but not limited to, vacation or sick leave, shall be filled from the same seniority list.

18.3. (a) Employees who are on standby duty shall receive two (2) hours of pay at their current Basic Hourly Rate for each Shift they perform duty Monday through Friday and three (3) hours of pay at their current Basic Hourly Rate for each Shift they perform duty on Saturdays, Sundays, and holidays.

(b) Employees who are on standby duty and are required to report back to work shall also receive pay at time and one-half their current Basic Hourly Rate for a minimum of one (1) hour, or any time actually worked, whichever is greater.

(c) Employees who are on standby duty and are required to work remotely shall be paid in accordance with Article 19.2.

18.4. Public Works and Utilities- Service Division:

(a) Qualified Employees may be placed on the annual standby rotation based on seniority.

(b) Non-scheduled shifts shall be covered by at least one (1) Employee on standby.

18.5. Public Works and Utilities - Utility Operations Division:

(a) Qualified Employees. Crew staffing levels shall be determined by the Appointing Authority. Crews shall consist of only Utility Operations Leadworkers, Utility Operators, or Utility Operations Employees who have completed the Water & Gas Maintenance Apprenticeship Program or the Utility Operator Apprenticeship Program. This duty will commence at 7:30 AM on Monday of the assigned week and continue until 7:30 AM of the following Monday. For weeks where Monday is considered a holiday, duty from the previous week will continue until 7:30 AM of the following Tuesday. During this period, the crew shall be scheduled to work their regular day Shift hours from Monday through Friday and, in addition, they shall remain on call and be immediately available for any emergency work during all non-work hours of their standby duty Assignment. When Employees are called out on standby, they shall notify the dispatcher to clock them in and out. Standby leadworkers shall be the first contact for after hours calls for all four utilities (sewer, stormwater, water, and gas). Employees will be scheduled and compensated on holidays the same as Saturdays and Sundays.

(b) Qualified employees may be placed on the annual standby duty scheduled based on seniority. If less than 24 Employees sign up for standby duty for the coming year's rotation, the city may assign, according to reverse seniority, Employees to serve standby in order to assure no less than 24 Employees will be on the rotation list.

18.6. Public Works & Utilities - Engineering Division:

(a) One qualified Employee may be assigned to standby duty for emergency utility (Gopher State One Call/GSOC) locate requests. This duty will commence at 8:00 AM on Monday of the assigned week and continue until 8:00 AM on Monday of the following week. For weeks where Monday is considered a holiday (pursuant to Article 27), standby duty from the previous week will continue until 8:00 AM on Tuesday of the following week. During this period, the assigned Employee shall be scheduled to work the Employee's regular day Shift from Monday through Friday. In addition, the assigned Employee shall remain available on standby call via City provided cell phone for any emergency utility locate requests during all non-work hours of the standby duty Assignment, and respond within an hour of being called. For Gopher State One Call (GSOC) holidays within the same week, the assigned Employee shall remain on standby call in the same manner as required on Saturdays and Sundays. If less than seven (7) Employees sign up for standby duty for the coming year's rotation, the City may assign, according to reverse seniority, Employees to serve standby in order to assure no less than seven (7) Employees will be on the rotation list.

(b) Qualified Employees shall be those Employees of the Public Works & Utilities Department - Engineering Division who meet all of the following criteria:

1. Have completed the requirements for Engineering Technician, Senior Engineering Technician, or Senior Engineering Specialist.

2. Have been deemed safety-sensitive Employees in accordance with Federal and Minnesota Offices of Pipeline Safety regulations and the mandated drug testing regimen associated with such Positions.

3. Have completed on-the-job locator training for utilities.

4. Have completed required Operator Qualification (OQ) training.

ARTICLE 19 - CALL BACK

19.1. An Employee who is released by his or her Supervisor and is called back for work shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the Employee's current Basic Hourly Rate commencing when the Employee returns to the assigned work site, except that such four (4) hour minimum pay requirement shall not apply in instances where the call back time extends from or into the Employee's regularly scheduled Shift. In the event an Employee is called back more than once during an eight (8) hour period, such Employee shall not receive more than eight (8) hours pay at the overtime rate for such period.

19.2. Employees who are called back and are required to work remotely shall receive pay at time and one-half their current Basic Hourly Rate for a minimum of one (1) hour or actual time worked, whichever is greater.

ARTICLE 20 - SENIORITY

20.1. Seniority shall be determined by the Employee's continuous length of service within this bargaining unit in his or her present job classification in the department in which he or she is currently working; however, for any Employee in a classification to which he or she became entitled by automatic promotion pursuant to an apprenticeship or training program specified in Appendix 5, seniority shall be determined by including the time between the promotion and when the Employee became eligible for the promotion.

Employees employed before January 1, 1986, who are currently in the bargaining unit shall retain seniority held and calculated as of December 31, 1985. Time spent in continuous employment as a C.E.T.A. Employee, shall apply towards vacation, sick leave, or longevity calculations only. Temporary employment shall not apply towards continuous employment for the purposes of determining the benefits provided by this contract.

20.2. Except as provided in Section 20.3 of this article and subject to the Employer's right to schedule overtime and determine the times at which vacations may be taken, vacation and overtime selection rights shall be determined within each department division by seniority.

20.3. Street Maintenance Division-Maintenance District Seniority:

(a) Maintenance District seniority applies only for the purpose of daily and weekly Assignments and vacation and overtime selection. Maintenance District seniority does not apply for layoff purposes. When it becomes necessary to reduce the number of Employees within a job classification, Article 39 "Layoffs of Classified Employees" shall apply.

(b) Daily Equipment Assignment: Day to day equipment Assignments shall be those tasks that are anticipated to last less than five (5) continuous working days or to meet unanticipated needs. In making such Assignments to Employees, the foreman may use discretion, using seniority as a factor.

(c) Weekly Equipment Assignment: Weekly equipment Assignments shall be those tasks that are anticipated to exceed five (5) continuous working days. In making such Assignments to Employees in the classifications, seniority shall be the factor.

(d) Vacation and Overtime Selection: Vacation and overtime selection rights shall be determined within each Maintenance District by seniority.

(e) Voluntary Assignment: When an Employee is voluntarily assigned from one Maintenance District to another Maintenance District, the Employee's classification seniority within the new Maintenance District shall be for the purposes of vacation and overtime selection, daily Assignments, and weekly Assignments, the date the Employee started working in the new Maintenance District.

(f) Involuntary Assignment: When an Employee is involuntarily assigned from one Maintenance District to another Maintenance District, the Employee's classification seniority for the purposes of vacation and overtime selection, daily Assignments, and weekly Assignments shall be carried forward to the new Maintenance District.

20.4. Any Employee denied the opportunity to work overtime because of the Employer's failure to comply with requirements of Section 20.2 or 20.3 of this Article shall, after the first such occurrence reported by the aggrieved Employee or the Union, be given the opportunity, within thirty (30) working days after such report, to work an amount of overtime equal to that which he or she was denied as a result of the Employer's violation of such provisions, and if the Employee chooses to work such overtime, he or she shall be paid for such overtime an amount equal to what he or she would have earned if he or she had actually worked the overtime which he or she had been denied; in the case of any subsequent occurrence affecting the same Employee which is within twelve (12) months of the first or any subsequent occurrence affecting such Employee, the Employee shall be paid an amount equal to what he or she would have earned if he or she had actually worked the overtime that he or she was denied. Makeup overtime allowed under this paragraph may be worked at any time convenient to the Employee within the thirty (30) day period; provided, however, that the Employee must give at least twenty-four (24) hours notice to his or her immediate Supervisor of the time at which he or she plans to work such overtime. Makeup overtime assigned to any Employee pursuant to this paragraph shall not be subject to the provisions of Sections 20.2 or 20.3 of this article.

20.5. In the Public Works and Utilities Service and Utility Operations Divisions seniority shall be the determining factor in making Assignments to work locations and to work schedules for which the Basic Hourly Rate or the Basic Hourly Rate and Shift differential is paid unless one (1) or more of the following factors can be demonstrated to make it desirable from the standpoint of management efficiency to make an Assignment on a basis other than seniority:

(a) the implementation of training programs.

(b) the need for a particular task to be carried out by a person who possesses a certain license or who has special training.

(c) the physical or mental ability of Employees to perform the specific tasks or operate the particular equipment involved in a particular Assignment.

(d) the knowledge Employees have of the geographical area involved in a particular Assignment.

(e) the need for Employees to have a certain amount of experience before being assigned to night or weekend Shifts.

20.6. The Employer and Union agree with the principle that seniority shall be a factor in making any Assignments other than those specified in Sections 20.3 and 20.5 of this article.

20.7. The Employer and Union agree that the Employer will provide data, assistance, and use of data processing system to jointly develop with the Union a seniority list, at least annually.

20.8. When calculating classification seniority, the following criteria shall be used:

(a) An Employee who is reclassified to a higher Position shall have his or her seniority date changed to the effective date of the reclassification.

(b) An Employee who is reclassified to a Position at the same salary range shall retain his or her previously established seniority date.

(c) When two (2) or more persons have equal seniority in a job class as calculated in 20.1, the order of seniority in such tie cases shall be determined first by the total continuous department years of service within the bargaining unit, second by the total continuous years of service within the bargaining unit, from the highest score on the last examination for the job title that the Employee currently holds and if a tie still exists, by a coin flip.

20.9. This article shall not be construed to affect in any way the provisions contained in Article 38 regarding the layoff of Employees.

ARTICLE 21 - HOSPITAL-MEDICAL INSURANCE

21.1. The Employer will make available to eligible Employees comprehensive hospital-medical benefit Plan 3A only.

(a) The Employer agrees to pay for the Employees without claimed dependents 90% of the monthly premium for single Employee hospital-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 single hospital-medical plan coverage exceeds the Employer's contribution that is stated in this paragraph.

(b) The Employer agrees to pay 80% of the monthly premium for family hospital-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 all Employees' unused flexible benefits spending account monies as of the end of the calendar year that are not eligible for carryover pursuant to Internal Revenue Code Section 125 into the JPE Trust.

(d) The Employer's representative on the Board of Trustees as defined in the JPA 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.

21.2. Hospital-medical benefit plan coverage shall become effective the first day of the month following the date of hire.

21.3. While an Employee is entitled to receive long-term disability income protection pursuant to Article 30 of this Agreement, the Employer shall provide hospital-medical benefit plan coverage and monthly Employer premium cost-sharing for such Employee to the same extent as active Employees. The Employer shall deduct from each eligible and enrolled Employee's long-term disability income protection payments the amount by which the monthly premium cost of the Employee's single or family-dependent hospital-medical plan coverage exceeds the Employer's contribution stated in Article 19.1(a) and (b) above.

21.4. 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.

21.5. The dependents of an active Employee who dies 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 each ceases to be defined as a dependent in the applicable section of Minnesota Statutes Chapter 62, as amended.

21.6. 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.

(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.

21.7. The insured shall be responsible for the following prescription drug co-pays: 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 of

thirty dollars ($30)/maximum one hundred dollars ($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 medical necessity, the insured shall be responsible for the Tier Two co-pay.

21.8. 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 21.1 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 21.1 (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.

21.9. 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.

21.10. 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 or subcommittee thereof 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.

21.11. 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).

21.11(a) Monthly Health Care Savings Plan (HCSP) Contribution for Employees Hired before January 1, 2007. In addition to the monthly pay prescribed elsewhere in the contract, and effective January 1, 2008, any full-time, permanent, and active Employee hired before January 1, 2007, shall receive monthly an amount equal to one percent (1%) of his/her Basic Monthly Pay deposited into a post employment health care savings 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 deposits shall be computed to the nearest cent per month.

21.11(b). Monthly Health Care Savings Plan (HCSP Contribution for Emloyees Hired After December 31, 2006. Effective January 1, 2016, any full-time, permanent, and active Employee hired after December 31, 2006 shall receive monthly an amount equal to two percent (2%) of his/her Basic Monthly Pay deposited into a post employment health care savings 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 deposits shall be computed to the nearest cent per month.

21.11(c). One-Time, Lumpsum, Health Care Savings Plan (HSCP) Contribution. After sixty (60) months of continuous employment - defined as earning service credit towards vesting for a PERA pension - from the date of hire for any permanent full-time Employee hired on or after January 1, 2007, the Employer shall make a 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. In no case may an Employee be paid more than $6,000 under Article 23.6 in his or her lifetime. Deposited funds and accumulated interest shall be available to the Employee as required by law.

21.12. The Union acknowledges that the City 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 become a member of the joint self-insurance pool or the pool is dissolved, the language in Article 21.1(c) and (e), Article 21.8, and Article 21.9 as set forth in the 2010 collective

bargaining agreement between the parties shall become effective immediately.

21.13. Wellness Program. Effective January 1, 2016, the Employer agrees to reimburse an Employee up to $30.00 monthly for the cost of membership in a health or fitness program. To become eligible for reimbursement, an Employee must submit to the City Auditor proof of participation at least eight (8) times that month and payment made for that calendar month.

ARTICLE 22 - DENTAL INSURANCE

22.1. The Employer agrees to make the same dental care coverage available to all eligible Employees and their families as it presently makes available, but the Employer agrees to pay only the entire cost for single coverage for each 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.

22.2 The Employee has the additional options to increase the annual dental insurance maximum benefit to $2,000 per person and/or elect family dental coverage. The Employee will pay the additional cost of the benefit increase above what the City provides in Articles 22.1.

ARTICLE 23 – HOSPITAL-MEDICAL INSURANCE - RETIRED EMPLOYEES

23.1. Any Employee who was hired on or before December 31, 2006, and who retires from employment with the City, 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, and who is currently receiving a retirement or disability pension from any such fund, shall receive hospital-medical benefit plan coverage to the same extent as active Employees, subject to the following conditions and exceptions:

(a) 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.

(b) Any retiree or qualified dependent 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."

(c) The hospital-medical benefit plan coverage for any such eligible retired Employee, with or without claimed dependents, shall be paid by the City and the eligible retired Employee, with or without claimed dependents, in accordance with the following schedule:

YEARS OF SERVICE COMPLETED (Whether continuous or not)	PERCENT SHARE OF PREMIUM CONTRIBUTIONS	
	RETIRED 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

23.2. 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.

23.3. For those Employees hired on or before December 31, 2006, who retire from City employment and who meet the length of service and qualification requirements stated under Article 23.1, the City may provide a 65 or older health insurance program in accordance with Article 23.1(b) in lieu of health care coverage provided active Employees, except that the health insurance program, when combined with Medicare, will provide coverage no less than the coverage provided active Employees. The health insurance program may be fully insured or self-insured at the option of

the City and at the City's expense in accordance with the schedule in Article 23.1(c) or 23.1(d). For those Employees hired on or after January 1, 2007, who retire from City employment and who otherwise meet the length of service and qualification requirements stated under Article 23.1, participation in the post 65 or older health insurance program will be in accordance with Article 23.1(b) and entirely at the expense of the Employee, with or without dependents with absolutely no contribution from the City.

23.4. Any Employee hired on or after January 1, 2007, who retires from City employment and who otherwise meets the length of service and qualification requirements stated under Article 23.1 may elect to enroll in the City's hospital-medical plan in accordance with this Article except that the cost of the premium will be entirely paid for by the Employee, with or without dependents, with absolutely no contribution from the City.

ARTICLE 24 - HOSPITAL-MEDICAL INSURANCE - DISABLED EMPLOYEES

24.1. The Employer agrees that it shall be deemed an "employer" as defined in subdivision 5 of Section 62A.147 of Minnesota Statutes, 1976 so that Sections 62A.147 and 62A.148 of said statutes will be applicable to the Employer. This paragraph shall be deemed to pertain only to said sections as they existed in Minnesota Statutes, 1976; it shall not be deemed to incorporate any amendments that may subsequently be made by the legislature. Notwithstanding the foregoing language in this paragraph, the Employer shall not be deemed an "employer" as defined in said Subdivision 5 with regard to any Employee or former Employee who has attained the age of 65 years. The provisions of this article shall be deemed applicable only to former Employees of the Employer presently covered by this article or who qualify after the date of this Agreement.

ARTICLE 25 - PAY PERIODS

25.1. All Employees shall be paid every two (2) weeks, and payment for each such two-week period shall be made not later than the Friday next following such two-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-week period shall be determined by multiplying the Employee's Basic Hourly Rate by 75 in the case of Employees whose normal work week is thirty-seven and one-half (37 ½) hours and by 80 in the case of Employees whose normal work week is forty (40) 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. Work time or leave time may be recorded using either a decimal system or an hours and minutes system, whichever is most convenient for the payroll office.

ARTICLE 26 - REST PERIODS

26.1. A rest period of fifteen (15) minutes shall be permitted during each one-half (½) Shift. Such rest period will be given at such time as is established by the appropriate Supervisor.

26.2 Whenever an Employee works a minimum of sixteen (16) consecutive hours, the Employee shall be allowed at least eight (8) consecutive hours of rest. If the eight (8) hour rest

period runs into the Employee's regular Shift, the Employee will be compensated for the unworked hours of that Shift at his/her Basic Hourly Rate. If the eight (8) hour rest period ends during the Employee's regular Shift, he/she may return to work or use his/her accrued personal leave, vacation, or compensatory time off hours for the remainder of his/her Shift. These hours will be compensated at his/her Basic Hourly Rate.

ARTICLE 27 - HOLIDAYS - PERSONAL LEAVE

27.1. (a) Employees shall receive full time off with pay for the legal holidays of New Year's Day, Martin Luther King Day, Washington's & Lincoln's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, December 24th, and Christmas Day, as such holidays are defined in Minnesota Statutes Annotated, Section 645.44, Subd. 5.

(b) In addition, each eligible Employee shall receive four (4) days of personal leave with pay each year, to be taken at a time approved by the Employer. Employees on initial probation may earn personal leave days. Only Employees who have been Continuously Employed by the City for six (6) months may utilize any personal leave days. Personal leave days not used by Employee before December 31 may not be carried over for use in the next year, unless earned during initial probation.

(c) If an Employee cannot get to work because of a snow emergency, the Employee may use personal leave, vacation, or compensatory time to be paid for that day.

27.2. Employees whose normal work week is Monday through Friday shall receive time off for the above-described holidays on the date of such holidays. If such Employee is required to work such a holiday, such Employee shall, in lieu of receiving time off on such holiday and in addition to his or her regular pay for such holiday, be compensated at the rate of one and one-half (1 ½) times his or her current Basic Hourly Rate for each hour worked on such holiday.

27.3. An Employee whose normal work week regularly includes Saturdays, Sundays and holidays shall, for those work weeks which include a holiday, as described above, in lieu of receiving time off on such holiday and in addition to his or her regular pay for such holiday, either receive compensation at a rate of one and one-half (1 ½) times his or her current Basic Hourly Rate for each hour worked on such holiday or receive one and one-half (1 ½) hours off for each hour worked on such holiday, whichever is decided by the Employee. If a holiday falls on such an Employee's normal day off and he or she does not actually work on such holiday, he shall either receive another day off on a date approved by his or her department head, or a day's pay at his or her regular rate, whichever is decided by the Employee.

27.4. Employees who receive overtime pay for time worked on a holiday shall not also receive holiday premium pay for such time worked.

ARTICLE 28 - VACATION

28.1. Employees shall receive vacation time in accordance with the following schedule in hours:

Years of Continuous Service	40 Hours/Pay Period	37.5 Hours/Pay Period	Vacation Days/Year
0 - 4	3.69	3.46	12
5 - 8	5.85	5.48	19
9 - 12	7.08	6.63	23
13 - 16	7.69	7.21	25
17 and over	8.62	8.08	28

28.2. In cases where an Employee has completed a sufficient number of years of service in the Police or Fire Department of the City to qualify for police or fire pension benefits, the period of service of such an Employee in the Police or Fire Department shall not be considered in computing vacation benefits under this article.

28.3. Employees shall be allowed to have an accumulation of not more than three hundred fifteen (315) hours of paid vacation time for 37 ½ hour Employees and three hundred thirty-six (336) hours of paid vacation time for 40 hour Employees as of the end of the day on December 31, 2013 and December 31, 2014. All unused paid vacation hours over 263 but not more than 315 for 37 ½ hour Employees and over 280 but not more than 336 for 40 hour Employees accumulated as of the end of the day on December 31, 2013, and December 31, 2014 shall be converted into cash and deposited into a post-employment health care savings plan (HCSP) account, knows as the Minnesota Health Care Savings Plan, administered by the Minnesota State Retirement System, established by the Employer in the name of the Employee. The HCSP deposits shall be made within sixty (60) days following December 31, 2013, and December 31, 2014. Employees with an accumulation of more than 315 hours for 37 ½ hour Employees or 336 hours for 40 hour Employees as of the end of the day on December 31, 2013 and December 31, 2014, shall forfeit the amount of paid vacation that exceeds these stated limits. Employer shall not pay Employees for paid vacation time forfeited pursuant to this section.

28.4. Effective January 1, 2015, Employees shall be allowed to have an accumulation of not more than two hundred sixty-three (263) hours of paid vacation time for 37 ½ hour Employees and two hundred eighty (280) hours of paid vacation time for 40 hour Employees as of the end of the day on December 31 of each year. Employees with an accumulation of more than 263 hours for 37 ½ hour Employees or 280 hours for 40 hour Employees as of the end of the day on December 31 of each year shall forfeit the amount of paid vacation that exceeds these stated limits. The Employer shall not pay Employees for paid vacation hours forfeited pursuant to this Section.

28.5. No Employee shall be allowed to use vacation time and no Employee shall be compensated for vacation time until he or she has been continuously employed for not less than six (6) months. No Employee shall use vacation time except at such time or times as the Appointing Authority may approve.

28.6. In the event of death of any Employee, any vacation or compensatory time accumulated to the credit of such deceased Employee shall be compensated for and shall be paid in accordance with Minnesota Statutes, Section 181.58, as amended.

28.7. An Employee may irrevocably give accrued vacation hours to another Employee, under the following conditions:

1. For that Employees legitimate use as sick leave; or
2. The recipient is in a serious hardship situation which will be relieved by the gift and the gift is approved by the Employer.

If an immediate supervisor denies an Employee's vacation gift or use of a vacation gift under this Section 28.6, that denial may immediately be appealed to the Manager of Human Resources, Healthcare and Safety, or the Chief Administrative Officer.

28.8. Special Carry-over.

The Chief Administrative Officer or his/her designee may, upon written recommendation of the Appointing Authority, which states unique and exceptional cause, grant to an Employee the privilege of carrying over to the next year an amount of vacation in excess of that allowed by this contract.

ARTICLE 29 - SICK LEAVE

29.1. Effective the first day of the month following the date of hire, an Employee shall be granted up to 120 working days of sick leave with full pay (paid sick leave) for each illness or injury during a calendar year. When an Employee is unable to or indisposed to report for duty for any of the reasons specified in Section 29.4 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 15 minutes prior to his or her starting time, and must immediately report off when leaving his or her duties.

29.2. When an Employee's use of sick leave reasonably appears to be unjustified, the Employer may request that the Employee provide a physician's explanation to justify subsequent absences. The Employer's request shall be in writing and shall state the reason for the Employer's request. No request shall be based solely on the number of sick days used by the Employee.

The Employer's request shall not be considered disciplinary action.

The failure of the Employee to provide the physician's written explanation shall preclude the Employee from further use of paid sick leave.

The Employer's written request shall cease to be in effect six (6) months from the date it is written.

If disciplinary action results from the use of this article, the discipline shall be taken under the Discipline, Suspensions, Removal article of this agreement.

29.3. A Department Head or Acting Department Head may, for work-related reason stated in writing to the Employee, require an Employee to submit to medical examination, paid for by the Employer, to determine an Employee's medical fitness to do tasks of employment or to attend work. The Employee may refuse the first Employer-recommended doctor. The doctor will report only the

medical information relevant to the fitness for duty information request.

29.4. 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, attendance upon a member of the immediate family, 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 workers' compensation laws of any state, other than regular city employment.

Immediate Family. For the purposes of this section, immediate family is defined to include only any parent, stepparent, child, stepchild, brother, stepbrother, sister, stepsister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent-in-law, or ward or legal dependent of the Employee.

(a) Sick Leave Benefits for Care of Relatives. Employees may use paid sick leave to care for members of their immediate family pursuant to Minnesota Statutes Section 181.9413: absences due to an illness of or injury to a member of the Immediate Family for reasonable periods of time as the Employee's attendance may be necessary, on the same terms upon which the Employee is able to use sick leave benefits for the Employee's own illness or injury. Pursuant to the minimum requirements of Minn. Stat. 181.9413, except for absences due to the illness or injury of a child, an Employee's use of sick leave in accordance with this Section 29.4(a) shall not exceed 200 hours for 40 hour-a-week employees, or 187.5 hours for 37.5 hour-a-week employees, in any 12-month period.

(b) 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.

(c) Paid Sick Leave on Vacation: 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 Administrative Officer or his designee a certificate, signed by the physician, indicating the number of days the Employee was actually confined in a hospital. The Employee will then receive paid sick leave for those days spent confined.

(d) Birth/Adoption. Employees may use paid sick leave existing under this Article 29 for the birth or adoption of their children. Non-birthing parents may use five (5) consecutive work days of paid sick leave beginning the day of birth. Adopting parents may use five (5) consecutive work days of paid sick leave beginning or after the date of adoption. This paid sick leave is offered to Employees in addition to any paid leave mandated by Minnesota or federal law.

29.5. Whenever an Employee is absent on sick leave in excess of three (3) consecutive working days, the Employer may 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 such Employee from being allowed such absence as paid sick leave. This section shall not apply to

funeral leaves.

29.6. Temporary Disability. Any Employee who will be temporarily disabled for a period in excess of ten (10) working days may be offered an Assignment to a Position, which may have tasks or equipment modified to accommodate the Employee's medical restrictions, at such Employee's present rate of pay by the City in his or her present or lower classification, the duties of which the Employee is able to perform. If the City is not able to provide the Employee such Assignment, the Employee may continue to remain on paid sick leave. If such Assignment is refused by the Employee, and justification for the refusal is not provided by the Employee's physician, 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 or extend the period of Assignment.

29.7. (a) Permanent Non-Duty Disability: A classified Employee who has a permanent Non-Duty Disability, which prevents him or her from performing the duties of his or her classification, may request an investigation by the Personnel Committee for a determination of what duties he or she may perform and the proper classification these duties fall under. The committee may then recommend to the Employee's Appointing Authority that a recommendation of Demotion to the new class be made to the Civil Service Board.

(b) The Employee may be assigned or transferred temporarily to a lower class as provided in Section 6 above until the Civil Service Board takes final action, provided that such Assignment shall not result in the denial of promotion to, or the lay-off of, a classified Employee.

29.8. Employee Assistance Program: Any absence approved by the Appointing Authority for participation in the Employee Assistance Program shall be allowed as paid sick leave. When the Employee is under the Family Involvement Program, and it requires the spouse and/or the parent of the chemically dependent person to participate in the program, that time spent by the Employee to participate in this program shall be allowed as paid sick leave. As in the case with other paid sick leave, the Employee must report off sick and report the purpose for the use of such paid sick leave, but it will not be necessary for him or her to go into details.

29.9. Any Employee removed from the payroll through the operation of this article, if he or she files with the Chief Administrative Officer or his designee at least once every three (3) months a statement from a physician which indicates that he or she is unable to perform the duties of his or her Position, shall be considered to be on leave not to exceed one (1) year and shall be reinstated in his or her Position upon filing with the Chief Administrative Officer or his designee a statement signed by a physician which indicates that he or she is physically fit to perform the duties of his or her Position, and the physician for such latter statement shall be chosen and compensated by the Chief Administrative Officer or his designee.

ARTICLE 30 - FUNERAL LEAVE

30.1. Upon request, a maximum of five (5) days of paid funeral leave shall be granted an Employee for a death in the immediate family, as defined in the Sick Leave Article, if the distance to the location of the funeral exceeds five hundred (500) miles from Duluth. Upon request, a

maximum of three (3) days of paid funeral leave shall be granted if the distance to the location of the funeral is less than five hundred (500) miles from Duluth.

30.2. Employees must utilize accumulated paid vacation, personal leave, compensatory time off, or authorized unpaid leave for an absence for any funeral of other than that of a member of the immediate family.

30.3 Employees may be granted up to two (2) hours of paid funeral leave, at the discretion of the Supervisor, to attend the funeral of a current Employee.

ARTICLE 31 - LONG TERM DISABILITY INCOME

31.1. 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 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.

31.2. 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.

31.3. 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 29 of this agreement. 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 $5,000 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 disability insurance or disability annuity payment, and by any amount that the Employee receives as workers' compensation in lieu of wages or salary. Any cost of living adjustment to any amount received as a retirement or disability pension or as workers' 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.

31.4. (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 25 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.

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(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 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.

31.5. 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.

31.6. 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 31.5 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 paragraph 31.5. Such determination shall occur upon the occurrence of paragraph 31.7.

31.7. 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 physician 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, and not subject to the grievance procedure.

31.8. Disagreements under this article, except Section 31.7, shall be subject to the Grievance procedure.

ARTICLE 32 - WORKERS' COMPENSATION

32.1. An Employee who suffers an injury compensable under the Workers' 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 Workers' Compensation Act and his or her gross Monthly Pay, including earned longevity, subject to the following:

32.2. For each hour of absence the Employee shall be charged for one-third (1/3) of an hour 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 for in this agreement.

ARTICLE 33 - JURY DUTY

33.1. An Employee shall receive his or her regular daily pay when attending 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.

ARTICLE 34 - LEAVES OF ABSENCE

34.1. Any Employee who, is mentally or physically incapacitated to perform his or her duties or who desires to engage in a course of study such as will increase his or her usefulness on his or her return to the City, or 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 Chief Administrative Officer or his designee.

34.2. 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 the leave, stating the reasons why in the Employee's opinion the request should be granted, the date when the Employee desires the leave to begin and the probable date of the Employee's return.

34.3. The Appointing Authority or Chief Administrative Officer or his 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.

34.4. No leaves without pay will be granted until the Employee has used all accumulated vacation and accrued compensatory leave.

34.5. 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.

34.6. Leave of absence without pay for a period of less than thirty (30) calendar days may be granted by 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.

34.7. Any Employee who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, shall be granted a leave of absence for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said Position.

34.8. Reinstatement of any Employee on military leave of absence shall be at the same salary which he or she would have received had he or she not taken such leave and shall be upon the following conditions:

(a) That the Position has not been abolished.

(b) That the Employee is not physically or mentally disabled from performing the duties of such Position.

(c) That he or she makes written application for reinstatement to the Appointing Authority within ninety (90) days after termination of such service.

(d) That he or she submits to the Appointing Authority an honorable discharge or other form of release by proper authority indicating that his or her military or naval service was satisfactory.

34.9. Upon reinstatement of any Employee who has been on military leave of absence, said Employee shall have the same rights with respect to accrued and future seniority status, efficiency rating, vacation, sick leave and other benefits as if he or she had been actually employed during the time of such emergency.

34.10. Any Employee who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, and who has not served the required probationary period for said Position at the time of becoming a member of said armed forces, shall with the approval of the Civil Service Board, at the date that the Employee becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full Civil Service status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with section 34.7 of this article, and

shall, upon completion of such military service, if the person is physically and mentally able to perform the duties of the Position, be reinstated to the Position which he or she held at the time of becoming a member of said armed forces in accordance with this article.

34.11. Military leave of absence shall be granted with pay the greater of fifteen (15) days per year or as required by Minnesota Statutes and federal law. Where possible, all military leaves with pay shall be taken while the Employee is not working, and no Employee under this agreement shall request of the military unit to which the Employee is assigned, or the Commander thereof, that the Employee be assigned or authorized military duty for which the Employee would be entitled to leave with pay from the City during the time the Employee is working.

34.12. (a) As required by the Minnesota Public Employees Labor Relations Act, the Employer shall afford reasonable time off to any Employee who is an elected officer or appointed representative of the union, for the purposes of conducting the duties of the Union, and shall, upon request, provide a leave of absence to any Employee who is an elected or appointed official of the Union or who is appointed to its staff.

(b) Any Employee who is on leave of absence for the purpose of serving as an officer or representative of the Union shall, upon the request of such Employee, receive his or her regular pay from the Employer while on such leave; however, the Employer shall submit to the Union an invoice for reimbursement of an amount based on such Employee's gross hourly rate of pay for such leave, and the Union shall then reimburse the Employer for such amount. The Union shall defend the Employer against any claim for any injury, damage or loss which arises out of and within the scope of such service, and shall indemnify the Employer for any such injury, damage or loss, but such obligation to defend and indemnify the Employer shall not extend to the Employer's obligations to provide paid sick leave under Article 29 or to provide long term disability protection under Article31. No such Employee shall receive leave of absence with pay pursuant to this paragraph in excess of a total of 30 working days in any calendar year.

ARTICLE 35 - ASSIGNMENT, TRANSFERS & DEMOTIONS OF EMPLOYEES

35.1. The Transfer of an Employee from a Position in one class to another Position in the same class in the same department shall be called an Assignment and may be made by the Appointing Authority; provided, that if change in the rate of compensation is involved, the Assignment may be made only if the consent of the Union is obtained.

35.2. Departmental Transfers. The Transfer of an Employee from a Position in one job title to another Position in the same job title in a different department shall be called a departmental Transfer, and may be made only with the consent of the Appointing Authority or authorities concerned and the Employee; provided, that if, in the judgment of the Appointing Authority of the department to which the Employee is transferred, the services rendered by the Employee are not satisfactory, or if the Employee feels that the new Position is unsatisfactory, such Employee shall be returned to his or her original Position at any time within (30) calendar days after the department Transfer is made.

35.3. Any Employee who desires to be transferred may inform the Chief Administrative Officer or his/her designee in writing of such desire, stating the reasons therefor, and the Chief Administrative Officer or his/her designee shall, if he or she considers the reasons sufficient and if

he or she thinks such Transfer will be for the good of the City service, call to the attention of the Appointing Authorities concerned the desire of the Employee to be transferred when a Position in some other departmental unit becomes vacant; provided, that the Chief Administrative Officer or his/her designee may himself or herself take the initiative recommending Transfer when he or she considers such actions for the good of the City service.

35.4. The voluntary Transfer of an Employee shall result in suspension of seniority in the original department; provided, that return to the original department shall revive the seniority so suspended. No seniority shall be lost in Involuntary Transfers.

35.5. Demotions:

(a) Upon the request of an Employee or by the Appointing Authority, an Employee may be reclassified from a higher to a lower paid classified Position, which in the discretion of the Appointing Authority, the Employee is eligible to fill.

(b) The Appointing Authority proposing the Demotion of an Employee shall make his or her recommendation in writing to the Chief Administrative Officer or his designee, and shall supply the Employee with a copy of such recommendation, and such 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 Chief Administrative Officer or his designee may require; provided, that the recommendation shall also advise the Employee that he or she may grieve pursuant to Article 45 of this agreement if he/she does not agree with the Appointing Authority's recommendations.

35.6. Appointment to New Job Title. Employees voluntary appointed to a new job title may, at the Employee's discretion, return to their previous job title and position at any time within (30) calendar days after the appointment is made without any loss of seniority.

35.7. Maintenance Worker Vacancies. Maintenance Worker vacancies shall be offered by seniority to all current Maintenance Workers.

ARTICLE 36 - DISCIPLINE, SUSPENSIONS, REMOVALS

36.1. 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 this agreement. Disciplinary action shall include only the following: 1) written reprimand; 2) suspension; 3) Demotion; and 4) removal. Except in the case of a severe breach of discipline any suspension, Demotion, or removal action shall be preceded by a written warning. An Employee shall be given the opportunity to have a Union 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. An Employee shall be given the opportunity to have a Union representative present during a meeting where a performance improvement plan (PIP) is presented and/or reviewed. 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.

36.2. 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 fifteen (15) working days in a calendar year for each disciplinary incident unless the union and the Employer mutually agree to a longer period of time.

(b) Employee to be notified of suspension: In case the Appointing Authority or the Supervisor acting in his or her place suspends any Employee, he or she 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 by certified mail to his or her last known address; he or she shall also forthwith send to the Union a copy of such notice sent to the Employee. Such notice shall also advise the Employee that he or she may grieve pursuant to this agreement if he or she disagreed with the action of the Appointing Authority.

36.3. Removals:

(a) An Appointing Authority may, except as provided in Article 37, remove any Employee who has completed the probation period prescribed in accordance with Section 13-69 of the Civil Service code 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 their 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 union contract. The Appointing Authority shall forthwith personally deliver such written notice to the Employee or send by certified mail to the Employee's last known address and shall also forthwith send to the Union a copy of such notice sent or delivered to the Employee.

(d) If the Employee being removed files a Grievance, or demands a veterans hearing, the Employee shall be placed on suspension without pay until the Grievance is resolved except during the time where suspension without pay is prevented by law.

36.4. Personnel Records. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the Employee and if corrected shall not be entered into the Employee's personnel office record. Investigations which do not result in disciplinary actions shall not be entered into the Employee's personnel office records.

Each Employee shall be furnished with a copy of all disciplinary entries into all his or her personnel record and shall be entitled to a written response included therein. All disciplinary

entries in the personnel record shall state the corrective action expected of the Employee.

The contents of an Employee's personnel office record shall be disclosed to him or her upon request and to the Employee's union representative upon the request of the Employee in accordance with state law. In the event a Grievance is initiated under Article 44, the Appointing Authority shall provide a copy of any items from the Employee's personnel office record upon request of the Employee.

ARTICLE 37 - RESIGNATIONS

37.1. 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.

37.2. If any Employee resigns without giving the required notice, failure to give the required notice may be considered sufficient reason for rejecting any future application from him or her to enter tests.

37.3. Any Employee who is absent from duty for three (3) consecutive business days without securing leave from the Employee's immediate Supervisor or without notifying the Supervisor of the reason for the Employee's absence and the time when the Employee expects to return, or who fails to notify the Manager of Human Resources, Healthcare and Safety of the Employee's readiness to resume the Employee's duties within five (5) days after the expiration of a leave of absence, shall be considered to have resigned, and such resignations shall be treated as a resignation.

ARTICLE 38 – SEPARATION PAY

38.1. When an Employee separates from 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 wages due, the value of accumulated vacation time, time off due for holidays which fell on his or her days off, and unused compensatory time off, such value to be calculated based on his or her Basic Hourly Rate at the time of his or her separation.

ARTICLE 39 - LAYOFFS OF CLASSIFIED EMPLOYEES

39.1. When, because of lack of work or funds, or to obtain efficiencies, or for other causes for which an Employee is not at fault, there is a reduction in the number of Employees in a job title within a department, the following procedure shall apply:

(a) All Temporary, Non-bargaining Unit Temporary, Non-bargaining Unit Part-time, and provisional, and substitute Employees shall be the first to be laid off within that department, except those Employees working as mowers at the golf course, lifeguards, or shelvers at the library, playground leaders, recreation workers, special events coordinators and aides, ice rink caretakers, chairlift operators, ballfield maintenance workers, laborers (rose garden, gardeners, grass mower, litter pickup, street marking and legend painters).

1. Permanent Employees who are substituting in a vacant Position

shall, during any layoff affecting their permanent Position or the Position to which they are substituting, return to their permanent Position.

2. Permanent Employees who are promoted provisionally shall, during any layoff affecting their permanent Position or the Position to which they were provisionally promoted, return to their permanent Position.

3. Permanent Employees who are on a leave of absence shall, during any layoff affecting their Position, be deemed to have returned to his/her Position.

4. If any City Employee is displaced from a regular civil service Position with the Employer, then the Employer shall allow the displaced Employee to replace any temporary, Non-bargaining Unit Temporary, Non-bargaining Unit Part-time, provisional, seasonal, or substitute worker who is performing work in a Position for which the laid off Employee meets the job requirements, at the laid off Employee's regular rate of pay with the same benefits as received by a permanent Employee. If any Employee qualified to shelve books, in the library department is laid off, he or she may displace part-time library book shelvers to the extent possible to secure fulltime employment at the Employee's regular rate of pay and receiving regular benefits.

5. In filling any temporary, Non-bargaining Unit Temporary, Non-bargaining Unit Part-time, provisional, seasonal, or substitute Positions, the Employer shall first offer such Positions to individuals whose names appear on a City re-employment list, and who meet the job requirements of the Position being filled, by seniority, as provided for in this agreement at the Employee's regular rate of pay and with the same benefits as received by a permanent Employee. However, the Employer need not make such an offer to an individual who has declined three offers of temporary, Non-bargaining Unit Temporary, Non-bargaining Unit Part-time, provisional or seasonal work, or who has declined an offer of a full-time, permanent Position.

6. The Employer agrees to comply with the provisions of the Minnesota Public Employee Labor Relations Act (PELRA) in the hiring of Temporary Employees. The Employer also agrees the same standard shall apply to Temporary Employees hired through an employment agency.

(b) For purposes of layoff, seniority shall be determined by using the Employee's original hire date from which he or she has been Continuously Employed within this bargaining unit after December 31, 1985, to determine the least senior. Employees employed before January 1, 1986, who are currently in the bargaining unit shall retain seniority held and calculated as of December 31, 1985. Seniority ties shall be determined in the manner laid out in Article 20.

(c) During any layoff that affects a certified or non-certified apprenticeship or training program, all trainees or apprentices shall be laid off until such time as the laid off journeyperson or an Employee who has completed said program has been recalled or withdraws his or her name from said list or who has been removed from said list according to Sections 40.6 and 40.7.

(d) Bumping: When an Employee is laid off in a job title in the work force, he or she shall be permitted to exercise his or her seniority rights to bump (replace an Employee with

less seniority). Such Employee may, if he or she so desires, bump any Employee in the same or lower job classification in the same job series within the same department, provided the bumping Employee has greater seniority than the Employee whom he or she bumps, and such bumping shall be accomplished according to the following procedure:

1. When a Position in a series of job titles is eliminated, the Employee in that Position shall be given the option to bump by seniority (e.3.) into any Position in the same job title within the department. If an Employee does not have sufficient seniority to maintain a Position within his or her job title, he or she shall be given the option to bump any Employee with less seniority in the next lower job title in that job series within that department.

2. The procedure as described in (Sec. d. 1) shall be followed in each lower job title until the least senior Employee(s) in the lowest job title in a series within the department is laid off.

3. Any Employee who chooses not to exercise his or her bumping rights shall be placed on the re-employment list.

4. When a Position that is not in a series of job titles is eliminated, the least senior (39.1.b.) Employee in that job title within that department shall be laid off.

(e) For the purposes of this article, the following job series shall each be treated as separate departments: Custodial, Secretarial-Clerical, Accounting and Bookkeeping.

(f) For purposes of this article only, the Employees in the Building Safety Division will bump in the layoff series as if they are in the Public Administration Department.

39.2. (a) For the purposes of this article, job title(s) shall be defined to mean Civil Service job classification(s). For the purpose of this article, the Civil Service Classifications of Clerical Technician and Clerical Support Technician (J.A.T.C.) shall be treated as one job title. Layoffs and/or bumpings that occur within this composite job title shall be according to the process that is set for in section 39.1.

(b) For the purposes of this article, the Civil Service job classifications of Collection System Maintenance Worker and Utility Operator shall be treated as one job title.

39.3. "Series of job titles" or "job series" as referred to in this article shall be the list of job titles and their order that are negotiated between the union and the Employer.

39.4. Demotions made in accordance with this article are not subject to the requirements contained in Article 35 - Demotions, but are subject to the Grievance procedure in this collective bargaining agreement.

39.5. The Employer shall notify in writing the Employee or Employees to be laid off at least ten (10) working days prior to actual layoff and shall forthwith transmit to the Civil Service Board and the Union the names of those so notified.

39.6 (a) No City of Duluth Employee will be forced to Transfer or reclassify into the

Utility Operator classification. Employees holding the classification of Collection System Maintenance Worker, Regulator Mechanic, Lift Station Operator, Pipeline Welder, or Utility Resources Specialist, will be allowed to hold such classification for the remainder of their employment with the City; all the way to and including their retirement if the Employee so chooses. The City will maintain these classifications and agrees not to eliminate them so long as there are Employees who wish to remain in these classifications.

(b) The Layoff Series Agreement between the City of Duluth and A.F.S.C.M.E. Local 66 will be revised to allow Collection System Maintenance Workers and to bump into the Utility Operator Position, according to date of hire, in the event of a layoff.

(c) Seniority for those Employees holding the title of Utility Operator will be determined based upon each Employee's date of hire with the City, with the exception of Employees who promote, demote, or are reclassified to Utility Operator. Seniority for Employees who promote, demote, or are reclassified to Utility Operator will be based on the date of their classification to Utility Operator. Employees will maintain this seniority as long as they hold such classification.

ARTICLE 40 - RE-EMPLOYMENT LIST

40.1. The name of any Employee who has been laid off shall be placed on the re-employment list, which shall be the same list required by the Civil Service Code. The Chief Administrative Officer or his designee shall enter on the appropriate re-employment list(s), (as provided for in Sec. 2 and 3 of this article), the name(s) of those Employees eligible for re-employment and who desire to be re-employed when vacancies occur in the job title(s). The Union shall receive copies of all such lists, and shall be notified of any changes on said lists.

40.2. For job title(s) that are in a City-wide department (see Article 39.1.e,.)

(a) The name(s) of laid off Employees shall be arranged on a re-employment list for the job title from which an Employee was laid off and for all lower job titles in the same series in the order of their total seniority with the City.

40.3. For job titles not in a City-wide department, the name(s) of any laid off Employee(s) shall be arranged on the re-employment list(s) in the following manner:

(a) A list by job title and the department from which the Employee(s) was laid off and by arranging said Employee(s) name by total seniority with the City.

(b) A list of any lower job title(s) within the department that has been determined to be part of the same job series, as provided for in Article 39, and by arranging said Employee(s) name by total seniority with the City.

(c) A list by job title(s) on a City-wide basis and arranging said Employee(s) name by total seniority with the City. This list should be used for those job titles which have the same job description and are used in more than one department (i.e. Light Equipment Operator, Parks Department and Light Equipment Operator, Public Works Department).

40.4. Employees shall be recalled from the re-employment list according to the following procedure:

(a) Employees not in a City-wide department.

1. Sec. 40.3(a) shall be followed first.
2. Sec. 40.3(b) shall be followed second.
3. Sec. 40.3(c) shall be followed third.

(b) Employees in a City-wide department.

1. Sec.40.2(a) shall be followed.

40.5. Employees who have or could be placed on the re-employment list by other articles of this agreement or as provided for by Civil Service Rules shall have their name placed on appropriate lists as provided for in Sec. 40.2 and 40.3.

40.6. To determine if any Employee is interested in remaining on such re-employment list(s), the Chief Administrative Officer or his designee shall, on or about the anniversary date of the layoff and when a Position(s) becomes available, contact by certified mail each Employee who has not been re-employed. Employees shall have fourteen (14) calendar days to respond by certified mail to the Chief Administrative Officer or his designee if they are interested in accepting a Position or if they are still interested in remaining on a re-employment list.

40.7. The Chief Administrative Officer or his designee may remove an Employee's name from the re-employment list for a Position in the job title from which the Employee was originally laid off if: (1) the Employee indicates he or she is no longer interested in said Position; or (2) the Employee refuses to accept an appointment for such Position without giving a satisfactory reason. Employees refusing to accept an appointment for a Position in a lower job title than the one from which the Employee was originally laid off shall have their names removed from such lower list.

ARTICLE 41 - PROBATION TERM

41.1. Employees may be required to serve a probation period which shall not exceed six (6) consecutive calendar months. New Employees hired after ratification of this Agreement by both parties may be required to serve a probation period which shall not exceed twelve (12) consecutive calendar months. Internal Employees transferred or promoted to a new classification may be required to serve a probation period which shall not exceed six (6) consecutive calendar months.

ARTICLE 42 - EMPLOYEE SAFETY

42.1. The Employer agrees to maintain sanitary and safe working conditions and to maintain adequate and suitable first aid facilities. The Employer shall furnish and maintain safety committee approved personal protective clothing and equipment, including, but not limited to rubber gloves, hip boots, rain gear, hard hats, protective shields, safety appliances, special tools required for safety, fire resistant clothing, 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 43 - CIVIL SERVICE RULES

43.1. The Employer and Union agree that Grievances regarding the interpretation or application of provisions contained in both this Agreement and Chapter 13 of the Duluth City Code, which deals with Civil Service, shall be resolved pursuant to the procedures set forth in said Chapter 13 of the City Code, and shall not be subject to the Grievance procedures contained in this agreement.

43.2. The Union shall be afforded the opportunity to discuss contemplated changes to the Civil Service Rules with the Employer.

43.3. In addition to the authority and responsibility conferred upon the Civil Service Board by the City Charter and the other provisions of Chapter 13 of the Duluth City Code, the Board shall act in accordance with the authority and responsibility conferred upon it by any provision of this collective bargaining agreement.

43.4. Employees who were incumbents in the classification of Utility Services Dispatcher on December 1, 1998, shall have the right to return to their last previously held classification without further testing, and shall retain seniority and benefits as set out in this contract.

ARTICLE 44 - PERSONNEL COMMITTEE

44.1. A committee consisting of one representative of the Union and one representative of the Human Resources Division of the City of Duluth shall be established to meet and confer on the following functions during the period of this Agreement:

At least once every three (3) months, the Personnel Committee shall meet to discuss job audits and related issues. Unless otherwise stated below, all requests for job audits for the purpose of determining whether the specifications for a job title should be amended, whether certain Positions should be reclassified to a different job title, or whether there is a need to establish a new job title to describe an existing Position shall be reviewed by the Personnel Committee prior to staff audit work.

Upon completion of staff audit work, a copy of the audit shall be sent to the Union no later than fourteen calendar days prior to the date it is scheduled on the Civil Service Board Agenda.

44.2. The Personnel Committee shall meet and negotiate the pay rate and placement in a layoff series for:

(a) Any new or modified job specification or title resulting from a job audit.

(b) Any new Position with a new title created unrelated to a job audit.

(c) When the Employer creates a new job description or amends a current job description, it shall notify the Union of the proposed rate of pay. The Employer and the Union shall meet and negotiate regarding the rate of pay for the job description. If the Employer and the Union are unable to reach an agreement as to the rate of pay for the job description within 10 days from the Employer's written notice to the Union that a pay rate must be set, then either may request mediation services from the Bureau of Mediation Services.

1. If agreement has not been reached after one mediation session or if a second session has not occurred within 20 days of the date of the request, then either party may request the mediator to make an immediate written recommended settlement. The recommendation shall become binding 5 days after receipt of it by the Employer.

2. The cost, if any, of the mediator shall be equally split between the Employer and the Union.

3. The Employer and the Union shall each submit to the mediator only one final best position for the pay rate for the job description. The only other materials that a party may present to the mediator are:

a. discussion held in the mediation session;

b. joint stipulations as to facts;

c. affidavits of individual parties, should the parties disagree as to the facts;

d. a copy of the approved civil service job description;

e. staff job evaluation reports, with pay equity study results used only to show if there is non-compliance;

f. and a letter supporting its position (not to exceed two (2) pages 8½ x11 inches, double-spaced, with one inch margins and twelve point type).
[Management rights are found in Article 5 of this agreement.]

The mediator's written recommendation shall award either the Union's final position or the Employer's final position. The mediator shall have no power to make any recommendation other than the final, best position submitted by one of the parties.

44.3. The Personnel Committee shall meet to discuss the establishment of apprenticeship programs. If the Employer and Union representatives on the Committee mutually agree on such a program, a supplemental agreement shall be prepared and recommended for approval by the City Council.

44.4. Job Audits. The Employer agrees to provide a list of the current jobs awaiting completion of a job audit.

(a) The Employer agrees to make any pay adjustments from job audits effective no later than six months from the date the job audit request is filed.

ARTICLE 45 - GRIEVANCE PROCEDURE

45.1. 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 the Union in writing to the appropriate first line or division manager or, in the absence of such manager, to his or her authorized representative with a copy of the Grievance being sent to the Department Director.

(a) Within ten (10) working days of receipt of the Grievance, the manager shall meet with the grieving Employee/s and the steward to try to fairly and equitably resolve the Grievance.

(b) The manager, in consultation with the department head shall present the Employer's position in writing to the Employee or Employees and the Union within ten (10) working days after receipt of the Grievance.

(c) Grievances not resolved within the department must be presented by the Employee or Employees through the Union in writing to the Chief Administrative Officer or designee within twelve (12) working days after the Employer has given its reply to such Grievance.

(d) The Chief Administrative Officer or designee shall reply in writing to the aggrieved Employee or Employees and the Union within twelve (12) working days after receipt of such Grievance.

(e) 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 Union and the Employer.

45.2. If the Grievance is not settled in accordance with the foregoing procedure, the Union may, within twelve (12) working days after receipt of the reply of the Chief Administrative Officer or designee submit the Grievance to arbitration by serving notice in writing of such submittal upon the Chief Administrative Officer or designee. In the event the parties are unable to agree upon an arbitrator within said twelve (12) day period, either party may request the Bureau of Mediation Services of the State of Minnesota to submit a panel of at least five arbitrators. The parties shall each have the right to alternately strike names from the panel until one name remains. 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 the parties.

45.3. 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 within 30 days 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.

45.4. 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.

45.5. 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.

45.6. 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.

45.7. All documents, communications, and records dealing with a Grievance shall be filed separately from the personnel files of the Employees involved.

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

ARTICLE 46 - UNION RIGHTS

46.1. All new Employees shall be informed by the Employer that the Union is the exclusive representative of Employees in the unit. The Employer shall provide each new Employee with a copy of this Basic Agreement, together with a list of the officers of the Union, and designated steward in the Employee's department. All new Employees shall also be informed that a fair share fee in lieu of union membership may be charged by the Union as provided by state law.

ARTICLE 47 - P.E.O.P.L.E. CHECKOFF

47.1. The Employer shall deduct from the wages of any Employee who is a member of the Union a P.E.O.P.L.E. 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 48 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

48.1. 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 49 - DURATION OF AGREEMENT

49.1. Subject to any specific limitations or extensions of effective periods which may appear elsewhere in this Agreement, this Agreement shall be effective as of the 1st day of January, 2016, and shall remain in full force and effect through the 31st day of December, 2018, and from year to year thereafter unless either party shall give written notice to the other party of such party's desire to initiate bargaining discussions over changes of any one (1) or more of the provisions contained in this Agreement, such notice to be given not less than sixty (60) days prior to the date of expiration of this Agreement.

ARTICLE 50 - JOINT APPRENTICESHIP TRAINING COMMITTEE

50.1. The Employer and the Union have entered into a separate agreement for the establishment of standards of apprenticeship. The standards of apprenticeship require the establishment of a Joint Apprenticeship Training Committee (J.A.T.C.). In order to clarify the Committee's function, the following shall apply: The Joint Apprenticeship Training Committee shall approve all apprenticeship programs, including training programs, course content, the development of a monitoring system to comply with the established programs, and the development of a verification and certification procedure for compliance. The Joint Apprenticeship Training Committee shall not be responsible for the establishment of pay rates, job descriptions, or contract language for the implementation of those programs.

ARTICLE 51 - REOPENERS

51.1. The parties agree to:

a. Meet and confer in the Labor Management Committee or any subcommittee thereof to recommend any appropriate changes to the current hospital-medical insurance, sick leave, and disability plans, to achieve reasonable and conservative cost containment; and

b. Upon request by either party, meet and negotiate items addressed in 51.1(a) in conjunction with the creation or development of a comprehensive disability plan and/or changes to hospital-medical plan design.

51.2. The parties agree to meet and concur, , to discuss changes in the structuring of the Apprenticeship Programs, and then propose contract changes prior to the expiration of this Agreement for the successor Agreement.

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ARTICLE 52 - COMPARABLE WORTH

The employer agrees to comply with current comparable worth laws. If any changes are necessary, they will be negotiated with the bargaining unit.

ARTICLE 53 - FLEXIBLE BENEFITS

Any Employee may participate in the City of Duluth flexible benefits plan in accordance with federal law.

ARTICLE 54 - PART-TIME AND SEASONAL EMPLOYEES

54.1. Part-time Positions will be filled in accordance with Civil Service Rules (Duluth City Code Chapter 13) and existing practices and procedures used for full-time Employees as set forth in this contract for full-time Employees. Part-time Positions that increase from under 24 hours a week averaged per pay period to more than 24 hours a week averaged per pay period, or from under 30 hours a week averaged per pay period to more than 30 hours a week averaged per pay period, will be reposted and interested Employees will be selected off the appropriate Civil Service list and in accordance with Civil Service Rules (Duluth City Code Chapter 13).

54.2. Benefits will accrue to Part-time Employees in the following manner:

(a) Employees who are scheduled to work 14 or more but less than 24 hours a week averaged per pay period will accrue benefits at ½ the full time rate for that pay period.

(b) Employees who are scheduled to work 24-30 hours a week averaged per pay period will accrue benefits at 3/4 the full time rate for that pay period.

(c) Employees who are scheduled to work more than 30 hours a week averaged per pay period will accrue benefits at the full time rate for that pay period.

(d) Seasonal Employees, regardless of hours worked, shall not be eligible for any Employee benefits, either active or retiree, contained in this Agreement. Seasonal workers will, however, receive compensation at a rate of 1 and ½ times their current Basic Hourly Rate for each hour worked on holidays recognized in this Agreement. The number of Seasonal Employees will not exceed 10% of the number of budgeted, full-time A.F.S.C.M.E. bargaining unit Employees for the given year. No full-time or permanent Employee covered by this Agreement will be displaced by a Seasonal Employee.

(e) For Part-time Employees, the Employer shall contribute the full cost of the Part-time Employee's single health care coverage. Effective upon ratification of this Agreement by both parties, the Employer agrees to pay for the Part-Time Employees without claimed dependents pursuant to Section 21.1(a). Part-time Employees are not eligible for dependent (family) health care coverage.

(f) Part-time, qualified Employees will be eligible for active benefits, on a pro-rated basis, according to their work schedule, effective after the same time periods as their full-time counterparts. Any Part-time Employee hired on or after January 1, 2007, shall not be eligible

for any retiree health care (Articles 23-24), any lump sum payment to a health care savings plan account (Article 23.6) or retiree life insurance benefits (Article 15).

54.3. Part-time Employees who are laid off are entitled to the same rights as full-time Employees as outlined in Article 39.1. Seasonal Employees may be eligible for rehire, but must reapply each year. A Seasonal Employee does not have the right to replace any Employee under Article 39.

Seniority for part-time Employees shall be calculated based upon annual hours scheduled to be worked (1950 hours for pay ranges 116 to 142 and 2080 hours for pay ranges 14 to 39 shall be equivalent to one full year of full time employment).

For holidays, each part time Employee will be scheduled to work a fraction of each holiday based upon the hours they are scheduled to work each week and shall be granted time off with pay.

Overtime will be paid according to the provisions set out in the collective bargaining agreement.

54.4. The Employer retains the right to determine staffing levels and the number of hours of Positions. The Employer retains the right to implement layoffs as provided in Article 39 and manage the workforce as provided in Article 5. Due to a financial crisis, the City may temporarily Transfer an Employee from one department to a different department without loss of pay, benefits, or seniority.

ARTICLE 55 – LABOR-MANAGEMENT COMMITTEE

55.1. The Employer and the Union shall participate in the bona fide joint labor-management committee, as established with the assistance of the Bureau of Mediation Services for the continuing 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, including the joint Health Insurance Labor Management Subcommittee provided for in Article 55.2, 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
Employee retention
Working environment
Health and safety issues
Work process and customer service improvement
Employee recruitment and retention
Health Insurance

55.2 Health Insurance Labor-Management Subcommittee.

It is jointly agreed between the Union and the City that the goal of the two parties is to establish a joint health insurance labor-management subcommittee under the labor management committee set forth in Article 55.1.

1. The purpose of the joint Health Insurance Labor Management Subcommittee is to meet and discuss issues relating to health care for plan participants and to:

a. raise issues, questions, concerns and recommendations to the City's representative to the Board of Trustees relating to the Pool;

b. to keep plan participants informed of the activities of the Board of Trustees;

c. to offer recommendations to the City representative on the Board of Trustees for modifications and additions to plan provisions offered under the Employer's health plans and to propose programs such as wellness or other health promotion programs.

d. Discuss 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 program.

2. It is the intent of the parties that the joint Health Insurance Labor-Management Subcommittee shall be comprised of the following members, divided between union and management representatives:

a. 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;

b. The Chief Administrative Officer of the City or his/her designee; and

c. As many management representatives, or their designees, selected by the Chief Administrative Officer of the City, as the Chief Administrative Officer deems appropriate, but not to exceed the number of bargaining unit members;

d. There shall be one member selected by the City's retiree's organization.

3. The joint Health Insurance Labor Management Subcommittee may, at its discretion, provide its views to the Board of Trustees on matters related to the operation of the Pool including, but not limited to:

a. the selection of the third party administrator for the Employer's health and dental plans;

b. the nature and costs of various service providers to the Pool;

c. the nature and costs of administrative services provided by the City to the Pool;

4. The Employer, as Member of the Joint Powers Enterprise, agrees to inform the joint Health Insurance Labor Management Subcommittee of the dates, times and locations of all meetings of the Board of Trustees and shall provide to the Subcommittee meeting materials related thereto.

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

Dated:_____

CITY OF DULUTH

By_____
Mayor

Attest_____
City Clerk

By_____
Chief Administrative Officer

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney

LOCAL 66 of A.F.S.C.M.E., represented by A.F.S.C.M.E. Minnesota Council 5

By_____
President, Local 66

By_____
Regional Director, Council 5

By_____
Field Business Representative

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APPENDIX 1

TITLE	RANGE	JOB CLASS NO.
Administrative Clerical Specialist	127	1810
Administrative Finance Specialist	90%-100% of 129E*	1819
Administrative Information Specialist	90%-100% of 129E*	1818
Administrative Legal Assistant	129	4221
Administrative Secretarial Specialist	127	1811
Animal Control Officer	24	4435
Animal Services Technician	21	4436
Animal Shelter Leadworker	31	1534
Applications Administrator	137	3116
Appraiser	127A-134E*	3319
Assistant Storekeeper	24	4303
Bid & Contract Assistant	129	4227
Bridge Operator	27	4429
Bridge Operator – Electrical	28	4428
Budget & Operations Analyst	133	3121
Building Maintenanceperson	26	4203
Building Maintenanceperson II	28	4202
Business Developer	135	3111
Buyer	130	4119
Carpenter	29	5206
Chief Communications Liaison	136	4124
Clerical Specialist	124	4320
Clerical Support Technician	79%-100% of 121E*	4336
Clerical Technician	120	4419
CMMS Administrator	131	4125
Collection System Maintenance Worker	28	4241
Construction Inspection Leadworker	36	1755
Construction Inspector	31	5102
Construction Project Coordinator	33	3312
Construction Services Combination Inspector	32	4740
Construction Services Information & Communication Specialist	132	3131
Contract Management & Compliance Administrator	135	1735
Corrosion Technician I	29	5409
Corrosion Technician II	32	5404
Credit & Collections Administrator	135	1824
Customer Service Leadworker	32	3226
Database Administrator	136	3117
Electrical Inspector	31	5104
Electrician	29	5207
Electronics Technician	30A-31E	3228
Electronics Technician Leadworker	33	1533
Employment Technician	131	3421
Energy Coordinator	33	3122
Engineering Technician	28	4106
Equipment Maintenance Specialist	25	4430
Executive Assistant	131	1828

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TITLE	RANGE	JOB CLASS NO.
Facilities Maintenance Specialist	28	4215
Facility Projects Specialist	33	3124
Finance Office Coordinator	133	3125
Finance Technician	82%-100% of 126E*	3425
Financial Analyst	70%-100% of 136E*	3120
Fleet Assistant	28	4244
Fleet Services Leadworker	32	1752
Gas &Energy Coordinator	33	1750
Gas Fitter	29	4240
Geographical Information Systems Specialist	133A-136E (4)	3213
Grant Coordinator	131	3304
Graphics Coordinator	131	3305
Heating and Ventilating Inspector	31	5103
Heavy Equipment Mechanic	28	4133
Heavy Equipment Operator	27	4205
Help Desk Technician	129	3217
Housing Inspector	29	3404
Housing Inspector Leadworker	32	1535
Human Resources Assistant	127	3420
Industrial Equipment Technician	27	4242
Industrial Painter	29	5210
Information Technician	82%-100% of 126E*	3424
Instrument Technician	31	3235
Janitor I	121	4411
Janitor II	122	4316
Janitorial Supervisor	25	1807
Labor Compliance Technician	129	3429
Land Use Technician	28	4420
Librarian I	131	3409
Librarian II	133	3303
Librarian III	136	1331
Library Custodian	22	4408
Library Technician	124	4327
Lift Station Apprentice	23A-25E*	4417
Lift Station Operator	29*	4229
Maintenance Operations Leadworker	32	1756
Maintenance Worker	22	4405
Maintenance Worker Helper	16	5407
Master Electrician	31	5205
Master Plumber	31	1820
Measurement Services Specialist	29	4139
Meter Mechanic	29	4208
Meter Reader	22	4409
Network Administrator	137	3215
Painter	29	5202
Paralegal	131	3224
Park Maintenance Worker	27*	4141
Parking Meter Monitor	18	4415
Parking Operations Specialist	131	1744
Payroll Practitioner	129	3317

TITLE	RANGE	JOB CLASS NO.
Permitting Services Leadworker	32	1757
Pipeline Welder	31	4432
Planner I	129	3426
Planner II	133	3302
Plans Examiner	29	3428
Plans Examiner Leadworker	32	3427
Plumber	29	5204
Plumbing Inspector	31	5101
Police Crime & Intelligence Analyst	131	1822
Police Records Coordinator	132	1743
Police Records Technician I	124	1827
Police Records Technician II	128	1826
Programmer Analyst	133-136 (3)	3212
Project Coordinator	32	3321
Project Engineer	36	3112
Property & Evidence Specialist	29	1829
Property & Evidence Technician	24	4410
Property Services Specialist	133	3128
Prosecution & Technology Assistant	131	4128
Public Information Coordinator	135	3113
Public Works & Utilities Analyst	33	3127
Recreation Specialist	26	4434
Regulator Mechanic	30	4207
Safety & Training Specialist	135	1605
Safety Coordinator	133	1607
Seasonal Groundskeeper	14a	5408
Secretarial Specialist	124	4321
Senior Animal Shelter Technician	26	4237
Senior Business Developer	138	3118
Senior Buyer	133	3316
Senior Center Coordinator	124	4444
Senior Clerical Specialist	125	4232
Senior Community Service Employment Director	134	1738
Senior Engineering Specialist	34	3119
Senior Engineering Technician	31 (1)	1801
Senior Facilities Maintenance Worker	27	4315
Senior Library Technician	128	4223
Senior Planner	136	3204
Senior Police Records Technician	133	1825
Senior Programmer Analyst	137	3114
Senior Project Engineer	39	1603
Senior Ramp Worker	24	5406
Senior Safety & Training Specialist	136	1606
Senior Secretarial Specialist	125	4234
Senior Support Analyst	134	3129
Signal Technician	31	4226
Solid Waste Compliance Officer	29	1817
Special Assessment Coordinator	129	3219
Special Events Coordinator	129	4127
Storekeeper	27	4201

TITLE	RANGE	JOB CLASS NO.
Street Maintenance Worker	27	4308
Support Analyst	131	4126
Systems Administrator	137	3115
Traffic Maintenance Worker	27	4304
Traffic Operations Leadworker	32	3331
Trails Coordinator	28	4143
Utility Accounts Receivable Specialist	132	1823
Utility Maintenance Worker	23	4310
Utility Operations Leadworker	32	1749
Utility Operations Paralegal	133	3130
Utility Operator	28*	4140
Utility Operator Apprentice	25A*	4225
Utility Programs Coordinator	33	3309
Utility Resources Specialist	31	3230
Utility Service Journeyperson	28*	4220
Utility Serviceperson	25A*	4407
Utility Services Dispatcher	26	4210
Utility Services Specialist Apprentice	26-30*	4438
Utility Services Specialist Journeyperson	30*	4238
Water & Gas Maintenance Journeyperson	28*	4231
Water Conveyance Specialist	31	3329
Water Conveyance Technician	29	4211
Water Lab Chemist	32	3123
Water Lab Technician	27	3232
Water Plant Operator A	31	3330
Water Plant Operator B	28	4116
Water Plant Operator C	26	4424
Water Plant Operator D	24	4425
Welder	28	4431
Wellness Coordinator	128	3313

* The salary for any person so employed shall be determined in accordance with Clause 8, Paragraph 8.7.

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APPENDIX 2
2016 BASIC PAY PLAN

116	Annual	27,395	28,265	29,350	30,232	31,341
	Monthly	2,283	2,355	2,445	2,519	2,612
	Hourly	14.0489	14.4950	15.0511	15.5036	16.0726
117	Annual	28,265	29,350	30,232	31,341	32,476
	Monthly	2,355	2,445	2,519	2,612	2,706
	Hourly	14.4950	15.0511	15.5036	16.0726	16.6544
118	Annual	29,350	30,232	31,341	32,476	33,611
	Monthly	2,445	2,519	2,612	2,706	2,801
	Hourly	15.0511	15.5036	16.0726	16.6544	17.2363
119	Annual	30,232	31,341	32,476	33,611	34,821
	Monthly	2,519	2,612	2,706	2,801	2,902
	Hourly	15.5036	16.0726	16.6544	17.2363	17.8570
120	Annual	31,341	32,476	33,611	34,821	36,233
	Monthly	2,612	2,706	2,801	2,902	3,020
	Hourly	16.0726	16.6544	17.2363	17.8570	18.5811
121	Annual	32,476	33,611	34,821	36,233	37,645
	Monthly	2,706	2,801	2,902	3,020	3,137
	Hourly	16.6544	17.2363	17.8570	18.5811	19.3052
122	Annual	33,611	34,821	36,233	37,645	39,007
	Monthly	2,801	2,902	3,020	3,137	3,250
	Hourly	17.2363	17.8570	18.5811	19.3052	20.0034
123	Annual	34,821	36,233	37,645	39,007	40,545
	Monthly	2,902	3,020	3,137	3,250	3,379
	Hourly	17.8570	18.5811	19.3052	20.0034	20.7922
124	Annual	36,233	37,645	39,007	40,545	42,020
	Monthly	3,020	3,137	3,250	3,379	3,502
	Hourly	18.5811	19.3052	20.0034	20.7922	21.5486
125	Annual	37,645	39,007	40,545	42,020	43,634
	Monthly	3,137	3,250	3,379	3,502	3,636
	Hourly	19.3052	20.0034	20.7922	21.5486	22.3762
126	Annual	39,007	40,545	42,020	43,634	45,411
	Monthly	3,250	3,379	3,502	3,636	3,784
	Hourly	20.0034	20.7922	21.5486	22.3762	23.2878
127	Annual	40,545	42,020	43,634	45,411	47,315
	Monthly	3,379	3,502	3,636	3,784	3,942
	Hourly	20.7922	21.5486	22.3762	23.2878	24.2640
128	Annual	42,020	43,634	45,411	47,315	49,269
	Monthly	3,502	3,636	3,784	3,942	4,105
	Hourly	21.5486	22.3762	23.2878	24.2640	25.2661
129	Annual	43,634	45,411	47,315	49,269	51,210
	Monthly	3,636	3,784	3,942	4,105	4,267
	Hourly	22.3762	23.2878	24.2640	25.2661	26.2618

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2016 BASIC PAY PLAN

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
130	Annual	45,411	47,314	49,267	51,207	53,309
	Monthly	3,784	3,942	4,105	4,267	4,443
	Hourly	23.2875	24.2636	25.2651	26.2602	27.3378
131	Annual	47,314	49,267	51,207	53,309	55,435
	Monthly	3,942	4,105	4,267	4,443	4,620
	Hourly	24.2636	25.2651	26.2602	27.3378	28.4280
132	Annual	49,267	51,207	53,309	55,435	57,993
	Monthly	4,105	4,267	4,443	4,620	4,833
	Hourly	25.2651	26.2602	27.3378	28.4280	29.7401
133	Annual	51,207	53,309	55,435	57,993	60,354
	Monthly	4,267	4,443	4,620	4,833	5,029
	Hourly	26.2602	27.3378	28.4280	29.7401	30.9507
134	Annual	53,309	55,435	57,993	60,354	62,974
	Monthly	4,443	4,620	4,833	5,029	5,248
	Hourly	27.3378	28.4280	29.7401	30.9507	32.2945
135	Annual	55,435	57,993	60,354	62,974	64,507
	Monthly	4,620	4,833	5,029	5,248	5,375
	Hourly	28.4280	29.7401	30.9507	32.2945	33.0804
136	Annual	57,993	60,354	62,974	64,507	68,400
	Monthly	4,833	5,029	5,248	5,375	5,700
	Hourly	29.7401	30.9507	32.2945	33.0804	35.0770
137	Annual	60,354	62,974	64,507	68,400	71,404
	Monthly	5,029	5,248	5,375	5,700	5,951
	Hourly	30.9507	32.2945	33.0804	35.0770	36.6173
138	Annual	62,974	64,507	68,400	71,404	74,704
	Monthly	5,248	5,375	5,700	5,951	6,225
	Hourly	32.2945	33.0804	35.0770	36.6173	38.3097
139	Annual	64,507	68,400	71,404	74,704	77,880
	Monthly	5,375	5,700	5,951	6,225	6,490
	Hourly	33.0804	35.0770	36.6173	38.3097	39.9386
140	Annual	68,400	71,404	74,704	77,880	81,082
	Monthly	5,700	5,951	6,225	6,490	6,757
	Hourly	35.0770	36.6173	38.3097	39.9386	41.5803
141	Annual	71,404	74,704	77,880	81,082	84,938
	Monthly	5,951	6,225	6,490	6,757	7,078
	Hourly	36.6173	38.3097	39.9386	41.5803	43.5579
142	Annual	74,704	77,880	81,082	84,938	88,683
	Monthly	6,225	6,490	6,757	7,078	7,390
	Hourly	38.3097	39.9386	41.5803	43.5579	45.4785

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2016 BASIC PAY PLAN

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
14	Annual	20,369	20,963	21,618	22,223	22,915
	Monthly	1,697	1,747	1,801	1,852	1,910
	Hourly	9.7929	10.0782	10.3931	10.6843	11.0170
14a	Annual	22,990	23,781	24,189	25,474	26,401
	Monthly	1,916	1,981	2,016	2,123	2,200
	Hourly	11.0527	11.4330	11.6291	12.2471	12.6928
15	Annual	25,981	26,994	27,934	28,935	29,825
	Monthly	2,165	2,249	2,328	2,411	2,485
	Hourly	12.4907	12.9780	13.4296	13.9109	14.3388
16	Annual	29,194	29,367	29,862	32,358	33,619
	Monthly	2,433	2,448	2,488	2,696	2,801
	Hourly	14.0357	14.1189	14.3566	15.5570	16.1631
17	Annual	29,367	29,862	32,358	33,619	34,880
	Monthly	2,448	2,488	2,696	2,801	2,906
	Hourly	14.1189	14.3566	15.5570	16.1631	16.7692
18	Annual	31,296	32,358	33,619	34,880	36,141
	Monthly	2,608	2,696	2,801	2,906	3,011
	Hourly	15.0459	15.5570	16.1631	16.7692	17.3753
19	Annual	32,358	33,619	34,880	36,141	37,463
	Monthly	2,696	2,801	2,906	3,011	3,122
	Hourly	15.5570	16.1631	16.7692	17.3753	18.0111
20	Annual	33,619	34,880	36,141	37,463	39,021
	Monthly	2,801	2,906	3,011	3,122	3,251
	Hourly	16.1631	16.7692	17.3753	18.0111	18.7599
21	Annual	34,880	36,141	37,463	39,021	40,504
	Monthly	2,906	3,011	3,122	3,251	3,376
	Hourly	16.7692	17.3753	18.0111	18.7599	19.4729
22	Annual	36,141	37,463	39,021	40,504	42,049
	Monthly	3,011	3,122	3,251	3,376	3,504
	Hourly	17.3753	18.0111	18.7599	19.4729	20.2157
23	Annual	37,463	39,021	40,504	42,049	43,717
	Monthly	3,122	3,251	3,376	3,504	3,643
	Hourly	18.0111	18.7599	19.4729	20.2157	21.0179
24	Annual	39,021	40,504	42,049	43,717	45,547
	Monthly	3,251	3,376	3,504	3,643	3,796
	Hourly	18.7599	19.4729	20.2157	21.0179	21.8974
25	Annual	40,504	42,049	43,717	45,547	47,289
	Monthly	3,376	3,504	3,643	3,796	3,940
	Hourly	19.4729	20.2157	21.0179	21.8974	22.7353
26	Annual	42,049	43,717	45,547	47,289	49,143
	Monthly	3,504	3,643	3,796	3,940	4,096
	Hourly	20.2157	21.0179	21.8974	22.7353	23.6266

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2016 BASIC PAY PLAN

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
27	Annual	43,717	45,547	47,289	49,143	51,170
	Monthly	3,643	3,796	3,940	4,096	4,264
	Hourly	21.0179	21.8974	22.7353	23.6266	24.6012
28	Annual	45,547	47,289	49,143	51,170	53,346
	Monthly	3,796	3,940	4,096	4,264	4,445
	Hourly	21.8974	22.7353	23.6266	24.6012	25.6470
29	Annual	47,289	49,143	51,170	53,346	55,533
	Monthly	3,940	4,096	4,264	4,445	4,628
	Hourly	22.7353	23.6266	24.6012	25.6470	26.6988
30	Annual	49,143	51,170	53,346	55,533	58,141
	Monthly	4,096	4,264	4,445	4,628	4,845
	Hourly	23.6266	24.6012	25.6470	26.6988	27.9526
31	Annual	51,170	53,346	55,533	58,141	60,304
	Monthly	4,264	4,445	4,628	4,845	5,026
	Hourly	24.6012	25.6470	26.6988	27.9526	28.9925
32	Annual	53,346	55,533	58,141	60,304	62,875
	Monthly	4,445	4,628	4,845	5,026	5,239
	Hourly	25.6470	26.6988	27.9526	28.9925	30.2285
33	Annual	55,533	58,141	60,304	62,875	65,570
	Monthly	4,628	4,845	5,026	5,239	5,464
	Hourly	26.6988	27.9526	28.9925	30.2285	31.5239
34	Annual	58,141	60,304	62,875	65,570	68,363
	Monthly	4,845	5,026	5,239	5,464	5,697
	Hourly	27.9526	28.9925	30.2285	31.5239	32.8669
35	Annual	60,304	62,875	65,570	68,363	71,354
	Monthly	5,026	5,239	5,464	5,697	5,946
	Hourly	28.9925	30.2285	31.5239	32.8669	34.3049
36	Annual	62,875	65,570	68,363	71,354	74,518
	Monthly	5,239	5,464	5,697	5,946	6,210
	Hourly	30.2285	31.5239	32.8669	34.3049	35.8262
37	Annual	65,570	68,363	71,354	74,518	77,893
	Monthly	5,464	5,697	5,946	6,210	6,491
	Hourly	31.5239	32.8669	34.3049	35.8262	37.4484
38	Annual	68,363	71,354	74,518	77,893	81,242
	Monthly	5,697	5,946	6,210	6,491	6,770
	Hourly	32.8669	34.3049	35.8262	37.4484	39.0588
39	Annual	71,354	74,518	77,893	81,242	84,864
	Monthly	5,946	6,210	6,491	6,770	7,072
	Hourly	34.3049	35.8262	37.4484	39.0588	40.7999

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APPENDIX 3
2017 Basic Pay Plan

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
116	Annual	28,217	29,113	30,230	31,139	32,282
	Monthly	2,351	2,426	2,519	2,595	2,690
	Hourly	14.4704	14.9299	15.5026	15.9687	16.5547
117	Annual	29,113	30,230	31,139	32,282	33,450
	Monthly	2,426	2,519	2,595	2,690	2,787
	Hourly	14.9299	15.5026	15.9687	16.5547	17.1541
118	Annual	30,230	31,139	32,282	33,450	34,619
	Monthly	2,519	2,595	2,690	2,787	2,885
	Hourly	15.5026	15.9687	16.5547	17.1541	17.7534
119	Annual	31,139	32,282	33,450	34,619	35,866
	Monthly	2,595	2,690	2,787	2,885	2,989
	Hourly	15.9687	16.5547	17.1541	17.7534	18.3927
120	Annual	32,282	33,450	34,619	35,866	37,320
	Monthly	2,690	2,787	2,885	2,989	3,110
	Hourly	16.5547	17.1541	17.7534	18.3927	19.1385
121	Annual	33,450	34,619	35,866	37,320	38,774
	Monthly	2,787	2,885	2,989	3,110	3,231
	Hourly	17.1541	17.7534	18.3927	19.1385	19.8843
122	Annual	34,619	35,866	37,320	38,774	40,177
	Monthly	2,885	2,989	3,110	3,231	3,348
	Hourly	17.7534	18.3927	19.1385	19.8843	20.6035
123	Annual	35,866	37,320	38,774	40,177	41,761
	Monthly	2,989	3,110	3,231	3,348	3,480
	Hourly	18.3927	19.1385	19.8843	20.6035	21.4159
124	Annual	37,320	38,774	40,177	41,761	43,280
	Monthly	3,110	3,231	3,348	3,480	3,607
	Hourly	19.1385	19.8843	20.6035	21.4159	22.1951
125	Annual	38,774	40,177	41,761	43,280	44,943
	Monthly	3,231	3,348	3,480	3,607	3,745
	Hourly	19.8843	20.6035	21.4159	22.1951	23.0474
126	Annual	40,177	41,761	43,280	44,943	46,773
	Monthly	3,348	3,480	3,607	3,745	3,897
	Hourly	20.6035	21.4159	22.1951	23.0474	23.9864
127	Annual	41,761	43,280	44,943	46,773	48,734
	Monthly	3,480	3,607	3,745	3,897	4,061
	Hourly	21.4159	22.1951	23.0474	23.9864	24.9919
128	Annual	43,280	44,943	46,773	48,734	50,747
	Monthly	3,607	3,745	3,897	4,061	4,229
	Hourly	22.1951	23.0474	23.9864	24.9919	26.0241
129	Annual	44,943	46,773	48,734	50,747	52,747
	Monthly	3,745	3,897	4,061	4,229	4,395
	Hourly	23.0474	23.9864	24.9919	26.0241	27.0496

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2017 BASIC PAY PLAN

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
130	Annual	46,773	48,734	50,745	52,744	54,908
	Monthly	3,897	4,061	4,229	4,395	4,576
	Hourly	23.9861	24.9915	26.0231	27.0481	28.1579
131	Annual	48,734	50,745	52,744	54,908	57,098
	Monthly	4,061	4,229	4,395	4,576	4,758
	Hourly	24.9915	26.0231	27.0481	28.1579	29.2808
132	Annual	50,745	52,744	54,908	57,098	59,733
	Monthly	4,229	4,395	4,576	4,758	4,978
	Hourly	26.0231	27.0481	28.1579	29.2808	30.6323
133	Annual	52,744	54,908	57,098	59,733	62,164
	Monthly	4,395	4,576	4,758	4,978	5,180
	Hourly	27.0481	28.1579	29.2808	30.6323	31.8792
134	Annual	54,908	57,098	59,733	62,164	64,863
	Monthly	4,576	4,758	4,978	5,180	5,405
	Hourly	28.1579	29.2808	30.6323	31.8792	33.2633
135	Annual	57,098	59,733	62,164	64,863	66,442
	Monthly	4,758	4,978	5,180	5,405	5,536
	Hourly	29.2808	30.6323	31.8792	33.2633	34.0728
136	Annual	59,733	62,164	64,863	66,442	70,452
	Monthly	4,978	5,180	5,405	5,536	5,871
	Hourly	30.6323	31.8792	33.2633	34.0728	36.1294
137	Annual	62,164	64,863	66,442	70,452	73,546
	Monthly	5,180	5,405	5,536	5,871	6,129
	Hourly	31.8792	33.2633	34.0728	36.1294	37.7158
138	Annual	64,863	66,442	70,452	73,546	76,945
	Monthly	5,405	5,536	5,871	6,129	6,412
	Hourly	33.2633	34.0728	36.1294	37.7158	39.4590
139	Annual	66,442	70,452	73,546	76,945	80,217
	Monthly	5,536	5,871	6,129	6,412	6,684
	Hourly	34.0728	36.1294	37.7158	39.4590	41.1368
140	Annual	70,452	73,546	76,945	80,217	83,514
	Monthly	5,871	6,129	6,412	6,684	6,959
	Hourly	36.1294	37.7158	39.4590	41.1368	42.8277
141	Annual	73,546	76,945	80,217	83,514	87,486
	Monthly	6,129	6,412	6,684	6,959	7,290
	Hourly	37.7158	39.4590	41.1368	42.8277	44.8646
142	Annual	76,945	80,217	83,514	87,486	91,343
	Monthly	6,412	6,684	6,959	7,290	7,612
	Hourly	39.4590	41.1368	42.8277	44.8646	46.8428

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2017 BASIC PAY PLAN

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
14	Annual	20,980	21,591	22,266	22,890	23,603
	Monthly	1,748	1,799	1,855	1,907	1,967
	Hourly	10.0867	10.3805	10.7049	11.0048	11.3475
14a	Annual	23,679	24,494	24,914	26,238	27,193
	Monthly	1,974	2,041	2,076	2,187	2,266
	Hourly	11.3843	11.7760	11.9780	12.6145	13.0736
15	Annual	26,760	27,804	28,772	29,803	30,719
	Monthly	2,230	2,317	2,397	2,483	2,560
	Hourly	12.8655	13.3673	13.8325	14.3283	14.7690
16	Annual	30,070	30,248	30,758	33,329	34,628
	Monthly	2,506	2,521	2,563	2,777	2,885
	Hourly	14.4568	14.5425	14.7873	16.0237	16.6480
17	Annual	30,248	30,758	33,329	34,628	35,926
	Monthly	2,521	2,563	2,777	2,885	2,993
	Hourly	14.5425	14.7873	16.0237	16.6480	17.2723
18	Annual	32,234	33,329	34,628	35,926	37,225
	Monthly	2,687	2,777	2,885	2,993	3,102
	Hourly	15.4973	16.0237	16.6480	17.2723	17.8966
19	Annual	33,329	34,628	35,926	37,225	38,587
	Monthly	2,777	2,885	2,993	3,102	3,215
	Hourly	16.0237	16.6480	17.2723	17.8966	18.5515
20	Annual	34,628	35,926	37,225	38,587	40,191
	Monthly	2,885	2,993	3,102	3,215	3,349
	Hourly	16.6480	17.2723	17.8966	18.5515	19.3227
21	Annual	35,926	37,225	38,587	40,191	41,719
	Monthly	2,993	3,102	3,215	3,349	3,477
	Hourly	17.2723	17.8966	18.5515	19.3227	20.0571
22	Annual	37,225	38,587	40,191	41,719	43,310
	Monthly	3,102	3,215	3,349	3,477	3,609
	Hourly	17.8966	18.5515	19.3227	20.0571	20.8222
23	Annual	38,587	40,191	41,719	43,310	45,029
	Monthly	3,215	3,349	3,477	3,609	3,753
	Hourly	18.5515	19.3227	20.0571	20.8222	21.6485
24	Annual	40,191	41,719	43,310	45,029	46,913
	Monthly	3,349	3,477	3,609	3,753	3,910
	Hourly	19.3227	20.0571	20.8222	21.6485	22.5543
25	Annual	41,719	43,310	45,029	46,913	48,708
	Monthly	3,477	3,609	3,753	3,910	4,059
	Hourly	20.0571	20.8222	21.6485	22.5543	23.4173
26	Annual	43,310	45,029	46,913	48,708	50,618
	Monthly	3,609	3,753	3,910	4,059	4,219
	Hourly	20.8222	21.6485	22.5543	23.4173	24.3354

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2017 BASIC PAY PLAN

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
27	Annual	45,029	46,913	48,708	50,618	52,706
	Monthly	3,753	3,910	4,059	4,219	4,392
	Hourly	21.6485	22.5543	23.4173	24.3354	25.3392
28	Annual	46,913	48,708	50,618	52,706	54,946
	Monthly	3,910	4,059	4,219	4,392	4,578
	Hourly	22.5543	23.4173	24.3354	25.3392	26.4164
29	Annual	48,708	50,618	52,706	54,946	57,199
	Monthly	4,059	4,219	4,392	4,578	4,767
	Hourly	23.4173	24.3354	25.3392	26.4164	27.4998
30	Annual	50,618	52,706	54,946	57,199	59,886
	Monthly	4,219	4,392	4,578	4,767	4,990
	Hourly	24.3354	25.3392	26.4164	27.4998	28.7912
31	Annual	52,706	54,946	57,199	59,886	62,114
	Monthly	4,392	4,578	4,767	4,990	5,177
	Hourly	25.3392	26.4164	27.4998	28.7912	29.8623
32	Annual	54,946	57,199	59,886	62,114	64,762
	Monthly	4,578	4,767	4,990	5,177	5,396
	Hourly	26.4164	27.4998	28.7912	29.8623	31.1354
33	Annual	57,199	59,886	62,114	64,762	67,537
	Monthly	4,767	4,990	5,177	5,396	5,628
	Hourly	27.4998	28.7912	29.8623	31.1354	32.4697
34	Annual	59,886	62,114	64,762	67,537	70,414
	Monthly	4,990	5,177	5,396	5,628	5,868
	Hourly	28.7912	29.8623	31.1354	32.4697	33.8529
35	Annual	62,114	64,762	67,537	70,414	73,495
	Monthly	5,177	5,396	5,628	5,868	6,125
	Hourly	29.8623	31.1354	32.4697	33.8529	35.3341
36	Annual	64,762	67,537	70,414	73,495	76,754
	Monthly	5,396	5,628	5,868	6,125	6,396
	Hourly	31.1354	32.4697	33.8529	35.3341	36.9010
37	Annual	67,537	70,414	73,495	76,754	80,230
	Monthly	5,628	5,868	6,125	6,396	6,685
	Hourly	32.4697	33.8529	35.3341	36.9010	38.5719
38	Annual	70,414	73,495	76,754	80,230	83,680
	Monthly	5,868	6,125	6,396	6,685	6,974
	Hourly	33.8529	35.3341	36.9010	38.5719	40.2306
39	Annual	73,495	76,754	80,230	83,680	87,410
	Monthly	6,125	6,396	6,685	6,974	7,284
	Hourly	35.3341	36.9010	38.5719	40.2306	42.0239

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APPENDIX 4
2018 Basic Pay Plan

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
116	Annual	28,923	29,841	30,986	31,918	33,089
	Monthly	2,410	2,487	2,582	2,660	2,757
	Hourly	14.8322	15.3031	15.8902	16.3680	16.9686
117	Annual	29,841	30,986	31,918	33,089	34,287
	Monthly	2,487	2,582	2,660	2,757	2,857
	Hourly	15.3031	15.8902	16.3680	16.9686	17.5829
118	Annual	30,986	31,918	33,089	34,287	35,485
	Monthly	2,582	2,660	2,757	2,857	2,957
	Hourly	15.8902	16.3680	16.9686	17.5829	18.1972
119	Annual	31,918	33,089	34,287	35,485	36,762
	Monthly	2,660	2,757	2,857	2,957	3,064
	Hourly	16.3680	16.9686	17.5829	18.1972	18.8525
120	Annual	33,089	34,287	35,485	36,762	38,253
	Monthly	2,757	2,857	2,957	3,064	3,188
	Hourly	16.9686	17.5829	18.1972	18.8525	19.6170
121	Annual	34,287	35,485	36,762	38,253	39,744
	Monthly	2,857	2,957	3,064	3,188	3,311
	Hourly	17.5829	18.1972	18.8525	19.6170	20.3814
122	Annual	35,485	36,762	38,253	39,744	41,181
	Monthly	2,957	3,064	3,188	3,311	3,431
	Hourly	18.1972	18.8525	19.6170	20.3814	21.1186
123	Annual	36,762	38,253	39,744	41,181	42,805
	Monthly	3,064	3,188	3,311	3,431	3,567
	Hourly	18.8525	19.6170	20.3814	21.1186	21.9513
124	Annual	38,253	39,744	41,181	42,805	44,362
	Monthly	3,188	3,311	3,431	3,567	3,697
	Hourly	19.6170	20.3814	21.1186	21.9513	22.7499
125	Annual	39,744	41,181	42,805	44,362	46,066
	Monthly	3,311	3,431	3,567	3,697	3,839
	Hourly	20.3814	21.1186	21.9513	22.7499	23.6236
126	Annual	41,181	42,805	44,362	46,066	47,943
	Monthly	3,431	3,567	3,697	3,839	3,995
	Hourly	21.1186	21.9513	22.7499	23.6236	24.5861
127	Annual	42,805	44,362	46,066	47,943	49,953
	Monthly	3,567	3,697	3,839	3,995	4,162
	Hourly	21.9513	22.7499	23.6236	24.5861	25.6167
128	Annual	44,362	46,066	47,943	49,953	52,016
	Monthly	3,697	3,839	3,995	4,162	4,334
	Hourly	22.7499	23.6236	24.5861	25.6167	26.6747
129	Annual	46,066	47,943	49,953	52,016	54,065
	Monthly	3,839	3,995	4,162	4,334	4,505
	Hourly	23.6236	24.5861	25.6167	26.6747	27.7259

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2018 BASIC PAY PLAN

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
130	Annual	47,942	49,952	52,014	54,062	56,281
	Monthly	3,995	4,162	4,334	4,505	4,691
	Hourly	24.5858	25.6163	26.6736	27.7243	28.8619
131	Annual	49,952	52,014	54,062	56,281	58,525
	Monthly	4,162	4,334	4,505	4,691	4,877
	Hourly	25.6163	26.6736	27.7243	28.8619	30.0129
132	Annual	52,014	54,062	56,281	58,525	61,226
	Monthly	4,334	4,505	4,691	4,877	5,102
	Hourly	26.6736	27.7243	28.8619	30.0129	31.3981
133	Annual	54,062	56,281	58,525	61,226	63,719
	Monthly	4,505	4,691	4,877	5,102	5,309
	Hourly	27.7243	28.8619	30.0129	31.3981	32.6762
134	Annual	56,281	58,525	61,226	63,719	66,485
	Monthly	4,691	4,877	5,102	5,309	5,540
	Hourly	28.8619	30.0129	31.3981	32.6762	34.0949
135	Annual	58,525	61,226	63,719	66,485	68,103
	Monthly	4,877	5,102	5,309	5,540	5,675
	Hourly	30.0129	31.3981	32.6762	34.0949	34.9247
136	Annual	61,226	63,719	66,485	68,103	72,214
	Monthly	5,102	5,309	5,540	5,675	6,018
	Hourly	31.3981	32.6762	34.0949	34.9247	37.0326
137	Annual	63,719	66,485	68,103	72,214	75,384
	Monthly	5,309	5,540	5,675	6,018	6,282
	Hourly	32.6762	34.0949	34.9247	37.0326	38.6587
138	Annual	66,485	68,103	72,214	75,384	78,869
	Monthly	5,540	5,675	6,018	6,282	6,572
	Hourly	34.0949	34.9247	37.0326	38.6587	40.4454
139	Annual	68,103	72,214	75,384	78,869	82,222
	Monthly	5,675	6,018	6,282	6,572	6,851
	Hourly	34.9247	37.0326	38.6587	40.4454	42.1652
140	Annual	72,214	75,384	78,869	82,222	85,602
	Monthly	6,018	6,282	6,572	6,851	7,133
	Hourly	37.0326	38.6587	40.4454	42.1652	43.8984
141	Annual	75,384	78,869	82,222	85,602	89,673
	Monthly	6,282	6,572	6,851	7,133	7,473
	Hourly	38.6587	40.4454	42.1652	43.8984	45.9863
142	Annual	78,869	82,222	85,602	89,673	93,627
	Monthly	6,572	6,851	7,133	7,473	7,802
	Hourly	40.4454	42.1652	43.8984	45.9863	48.0139

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2018 BASIC PAY PLAN

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
14	Annual	21,505	22,131	22,823	23,462	24,193
	Monthly	1,792	1,844	1,902	1,955	2,016
	Hourly	10.3389	10.6400	10.9725	11.2799	11.6312
14a	Annual	24,271	25,106	25,537	26,894	27,873
	Monthly	2,023	2,092	2,128	2,241	2,323
	Hourly	11.6689	12.0704	12.2774	12.9299	13.4004
15	Annual	27,429	28,499	29,491	30,548	31,487
	Monthly	2,285	2,375	2,457	2,546	2,624
	Hourly	13.1871	13.7015	14.1783	14.6865	15.1382
16	Annual	30,822	31,005	31,527	34,162	35,493
	Monthly	2,568	2,584	2,627	2,846	2,957
	Hourly	14.8182	14.9061	15.1570	16.4243	17.0642
17	Annual	31,005	31,527	34,162	35,493	36,824
	Monthly	2,584	2,627	2,846	2,957	3,068
	Hourly	14.9061	15.1570	16.4243	17.0642	17.7041
18	Annual	33,040	34,162	35,493	36,824	38,155
	Monthly	2,754	2,846	2,957	3,068	3,179
	Hourly	15.8847	16.4243	17.0642	17.7041	18.3440
19	Annual	34,162	35,493	36,824	38,155	39,552
	Monthly	2,846	2,957	3,068	3,179	3,296
	Hourly	16.4243	17.0642	17.7041	18.3440	19.0153
20	Annual	35,493	36,824	38,155	39,552	41,196
	Monthly	2,957	3,068	3,179	3,296	3,433
	Hourly	17.0642	17.7041	18.3440	19.0153	19.8057
21	Annual	36,824	38,155	39,552	41,196	42,762
	Monthly	3,068	3,179	3,296	3,433	3,564
	Hourly	17.7041	18.3440	19.0153	19.8057	20.5586
22	Annual	38,155	39,552	41,196	42,762	44,393
	Monthly	3,179	3,296	3,433	3,564	3,700
	Hourly	18.3440	19.0153	19.8057	20.5586	21.3428
23	Annual	39,552	41,196	42,762	44,393	46,155
	Monthly	3,296	3,433	3,564	3,700	3,847
	Hourly	19.0153	19.8057	20.5586	21.3428	22.1897
24	Annual	41,196	42,762	44,393	46,155	48,086
	Monthly	3,433	3,564	3,700	3,847	4,007
	Hourly	19.8057	20.5586	21.3428	22.1897	23.1182
25	Annual	42,762	44,393	46,155	48,086	49,926
	Monthly	3,564	3,700	3,847	4,007	4,160
	Hourly	20.5586	21.3428	22.1897	23.1182	24.0028
26	Annual	44,393	46,155	48,086	49,926	51,883
	Monthly	3,700	3,847	4,007	4,160	4,324
	Hourly	21.3428	22.1897	23.1182	24.0028	24.9438

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2018 BASIC PAY PLAN

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
27	Annual	46,155	48,086	49,926	51,883	54,023
	Monthly	3,847	4,007	4,160	4,324	4,502
	Hourly	22.1897	23.1182	24.0028	24.9438	25.9727
28	Annual	48,086	49,926	51,883	54,023	56,320
	Monthly	4,007	4,160	4,324	4,502	4,693
	Hourly	23.1182	24.0028	24.9438	25.9727	27.0768
29	Annual	49,926	51,883	54,023	56,320	58,629
	Monthly	4,160	4,324	4,502	4,693	4,886
	Hourly	24.0028	24.9438	25.9727	27.0768	28.1872
30	Annual	51,883	54,023	56,320	58,629	61,383
	Monthly	4,324	4,502	4,693	4,886	5,115
	Hourly	24.9438	25.9727	27.0768	28.1872	29.5110
31	Annual	54,023	56,320	58,629	61,383	63,666
	Monthly	4,502	4,693	4,886	5,115	5,306
	Hourly	25.9727	27.0768	28.1872	29.5110	30.6089
32	Annual	56,320	58,629	61,383	63,666	66,381
	Monthly	4,693	4,886	5,115	5,306	5,531
	Hourly	27.0768	28.1872	29.5110	30.6089	31.9138
33	Annual	58,629	61,383	63,666	66,381	69,225
	Monthly	4,886	5,115	5,306	5,531	5,769
	Hourly	28.1872	29.5110	30.6089	31.9138	33.2814
34	Annual	61,383	63,666	66,381	69,225	72,174
	Monthly	5,115	5,306	5,531	5,769	6,014
	Hourly	29.5110	30.6089	31.9138	33.2814	34.6992
35	Annual	63,666	66,381	69,225	72,174	75,332
	Monthly	5,306	5,531	5,769	6,014	6,278
	Hourly	30.6089	31.9138	33.2814	34.6992	36.2174
36	Annual	66,381	69,225	72,174	75,332	78,673
	Monthly	5,531	5,769	6,014	6,278	6,556
	Hourly	31.9138	33.2814	34.6992	36.2174	37.8235
37	Annual	69,225	72,174	75,332	78,673	82,235
	Monthly	5,769	6,014	6,278	6,556	6,853
	Hourly	33.2814	34.6992	36.2174	37.8235	39.5362
38	Annual	72,174	75,332	78,673	82,235	85,772
	Monthly	6,014	6,278	6,556	6,853	7,148
	Hourly	34.6992	36.2174	37.8235	39.5362	41.2363
39	Annual	75,332	78,673	82,235	85,772	89,595
	Monthly	6,278	6,556	6,853	7,148	7,466
	Hourly	36.2174	37.8235	39.5362	41.2363	43.0745

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APPENDIX 5

SENIOR ENGINEERING TECHNICIAN (1)

A person occupying a Position as an Engineering Technician shall become eligible for participation in the Senior Engineering Technician Program upon reaching Salary Range 28, step E. Entrance to the program begins on the date Human Resources receives written notification from an eligible Employee of his/her interest in participating. Participation in this program shall be voluntary.

The salary for any person entering the Senior Engineering Technician Program shall be as follows:

SALARY RANGE 31, STEP B for any such person upon entrance to the program.

SALARY RANGE 31, STEP C for any such person with not less than six (6) months service at salary range 31, step B and with satisfactory service* for the preceding six (6) months and with successful completion of one of the three training modules described herein.

SALARY RANGE 31, STEP D for any such person with not less than six (6) months service at salary range 31, step C and with satisfactory service* for the preceding six (6) months and with successful completion of one of the remaining two training modules described herein.

SALARY RANGE 31, STEP E for any such person with not less than six (6) months service at salary range 31, step D and with satisfactory service* for the preceding six (6) months and with successful completion of the remaining training module described herein.

Upon reaching Salary Range 31, Step E, the participating Employee shall automatically be reclassified to Senior Engineering Technician.

The training modules listed above are as follows:

**Module I: Interpersonal communications and writing skills

**Module II: Team performance (includes problem solving, decision-making, conflict resolution)

**Module III: Microcomputer applications

*Satisfactory service will be a determination of the City Engineer. Incumbents who disagree with the City Engineer's determination may grieve it in accordance with Article 45 of this agreement.

**Courses for each module will be determined by the City Engineer and will be revised as necessary to remain current with changing technology.

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DATA PROCESSING CAREER DEVELOPMENT PLAN
COMPUTER OPERATOR SERIES (2)

The salary for any person appointed to a Position as a Computer Operator shall be as follows:

SALARY RANGE 122, STEP A, for any such person with less than six (6) months of service in such Position.

SALARY RANGE 122, STEP B, for any such person with not less than six (6) months service in such Position.

SALARY RANGE 122, STEP C, for any such person with not less than eighteen (18) months service in such Position; who has satisfactorily completed Computer Operator Course I, the content of which shall have been approved by the Personnel Committee; whose satisfactory completion of such course shall have been certified by the Chief Administrative Officer or his/her designee; who has been certified according to Human Resources Division requirements as being competent at performing the duties of such Position; and whose service rating for the preceding six (6) months has been rated satisfactory by the individual's department director.

SALARY RANGE 122, STEP D, for any such person with not less than twelve (12) months service at salary Range 122, Step C.

SALARY RANGE 122, STEP E, for any such person with not less than twelve (12) months service at Salary Range 122, Step D.

SALARY RANGE 123, STEP E, for any such person with not less than twelve (12) months service at Salary Range 122, Step E; who has satisfactorily completed Computer Operator Course #I and #II, the content of which shall have been approved by the Personnel Committee; whose satisfactory completion of such courses shall have been certified by the Chief Administrative Officer or his/her designee; who has been certified by the Human Resources Division requirements as being competent at performing the duties of such Position; and whose service rating for the preceding six (6) months has been rated as satisfactory by the individual's department director.

A Computer Operator shall be automatically promoted to pay Step 124E upon passing a Human Resources Education and Experience Rating Exam after being at Salary Range 123, Step E, for not less than six (6) months; and whose service rating for the preceding six (6) months has been rated satisfactory, including Computer Operator Course #I and #II.

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PROGRAMMER ANALYST CAREER DEVELOPMENT PLAN (3)

The salary for any person appointed to a Position as a Programmer Analyst shall be as follows:

Range 133, step A with less than 6 months service in such Position.

Range 133, step B with not less than 6 months service in such Position.

Range 133, step C with not less than 12 months at step B and with satisfactory service for the preceding 12 months.

Range 133, step D with not less than 12 months at step C and with satisfactory service for the preceding 12 months.

Range 133, step E with not less than 12 months at step D and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

Range 134, step E with not less than 12 months at Range 133, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

Range 135, step E with not less than 12 months at Range 134, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

Range 136, step E with not less than 12 months at Range 135, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

*Satisfactory service will be determination of the Manager, MIS. Incumbents who disagree with the Manager's determination may grieve it in accordance with Article 45 of this agreement.

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GIS SPECIALIST CAREER DEVELOPMENT PLAN (4)

The salary for any person appointed to a Position as a GIS Specialist shall be as follows:

Range 133, step A with less than 6 months service in such Position.

Range 133, step B with not less than 6 months service in such Position.

Range 133, step C with not less than 12 months at step B and with satisfactory service for the preceding 12 months.

Range 133, step D with not less than 12 months at step C and with satisfactory service for the preceding 12 months.

Range 133, step E with not less than 12 months at step D and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a professional vendor or third-party training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

Range 134, step E with not less than 12 months at Range 133, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

Range 135, step E with not less than 12 months at Range 134, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

Range 136, step E with not less than 12 months at Range 135, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a professional training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

*Satisfactory service will be determination of the Manager, MIS. Incumbents who disagree with the Manager's determination may grieve it in accordance with Article 45.

2016-2018 Contract Agreement with City of Duluth

By our signatures below, we acknowledge that a complete review of the Collective Bargaining Agreement for signature, as provided by the City in its email sent on February 2, 2016 at 2:00pm, has been completed and that this draft is an accurate reflection of our agreement with the City of Duluth.

Deb Strohm — 2/4/2016

Deb Strohm, Bargaining Unit Chair

2/4/2016

Daral Lange, Negotiating Team Chair

Negotiating Team Member

4 Feb, 2016

Negotiating Team Member

2/4/16

Negotiating Team Member

2-4-16

Negotiating Team Member

City of Duluth

411 West First Street
Duluth, Minnesota 55802

Master

File Number: 16-0113R

File ID:	16-0113R	**Type:** Resolution	**Status:** Passed
Version:	1	**Agenda Section:**	**Committee:** Finance
			File Created: 02/02/2016
Subject:			**Final Action:** 02/08/2016

Title: RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DULUTH AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL 5, LOCAL 66, FOR CITY OF DULUTH BASIC UNIT EMPLOYEES FOR THE YEARS 2016-2018.

Internal Notes: SH:sl

Sponsors:		**Enactment Date:**	
Attachments:	Exhibit A - 2016-2018 AFSCME CBA - clean, 2016-2018 AFSCME CBA - Redline	**Enactment Number:**	
Recommendation:		**Hearing Date:**	
Drafter:	slapaugh@duluthmn.gov	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	02/08/2016	adopted				Pass
	Action Text:	This Resolution was adopted					
	Notes:						
			Yea: 9	Councilor Hanson, Councilor Russ, Councilor Hobbs, Councilor Westerlund, Councilor Hansen, Councilor Anderson, Vice Chair Sipress, Councilor Fosle and President Filipovich			
1	Mayor	02/08/2016	approved				
	Action Text:	This Resolution was approved.					
	Notes:						

22780

File #: 16-0113R, **Version:** 1

RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DULUTH AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, MINNESOTA COUNCIL 5, LOCAL 66, FOR CITY OF DULUTH BASIC UNIT EMPLOYEES FOR THE YEARS 2016-2018.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute and implement a collective bargaining agreement with the American Federation of State, County and Municipal Employees, Minnesota Council 5, Local 66 ("AFSCME"), for the City of Duluth Basic Unit employees, substantially the same as that attached hereto as Exhibit A, covering the years 2016 through 2018.

STATEMENT OF PURPOSE: The city and the AFSCME City of Duluth Basic Unit began negotiations on October 29, 2015. The city and the union participated in labor contract mediation facilitated by Minnesota Bureau of Mediation Services Commissioner Josh Tilsen, and reached a voluntary, tentative agreement on January 7, 2016, for a 2016-2018 collective bargaining agreement (CBA). AFSCME City of Duluth Basic Unit membership ratified the tentative agreement on January 27, 2016. This CBA provides general wage increases of 3% in 2016, 3% in 2017, and 2.5% 2018. Starting in 2016,the City will double its health care savings plan contribution amounts (1% to 2% of employees' basic pay) for those employees not eligible for future retiree health insurance paid for by the city (employees hired after December 31, 2006). This CBA increases overtime and sick leave pay eligibility. Other changes are increases to, and expanded eligibility for, meal, uniform, and tool allowances.