

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF SAINT PAUL
AND
SAINT PAUL FIRE FIGHTERS, LOCAL 21**

The City of Saint Paul (hereinafter “City”) and Saint Paul Fire Fighters, Local 21 (hereinafter “Union”) agree to the terms of this Memorandum of Agreement (hereinafter “MOA”) which states as follows:

WHEREAS, this MOA clarifies between the parties which classifications are sworn classifications under the Collective Bargaining Agreement between the City and the Union;

WHEREAS Article 2 of the Collective Bargaining Agreement between the City and the Union relates to definitions;

WHEREAS Article 3 of the Collective Bargaining Agreement between the City and the Union relates to recognition;

WHEREAS, Article 10 of the Collective Bargaining Agreement between the City and the Union relates to seniority, including the job transfer bid system which contains seniority requirements for eligibility to bid on specified positions within the Saint Paul Fire Department, and;

WHEREAS, the City and the Union, through mutual discussion and consideration, seek to amend these Articles of the Collective Bargaining Agreement;

NOW THEREFORE, it is agreed as follows:

The City and the Union agree to amend Article 2, Article 3 and Article 10 of the 2018 - 2020 Collective Bargaining Agreement to reflect as follows:

ARTICLE 2 – DEFINITIONS: The following changes to Article 2 subdivision 2.8

2.8 Seniority: An Employee’s length of continuous employment in the Employer’s Fire Department in titles represented by IAFF Local 21.

“Sworn Seniority” shall mean an Employee’s length of continuous employment in the Employer’s Fire Department in sworn classifications represented by IAFF Local 21.

Sworn Seniority if hired into sworn position prior to March 17, 2020:

If hired into a sworn position prior to March 17, 2020, Sworn Seniority shall be an Employee’s length of continuous employment in the Employer’s Fire Department in titles represented by IAFF Local 21.

Sworn Seniority for Academy Class of 2020

For graduates of the 2020 Fire Academy, Sworn Seniority shall mean the Employee’s length of continuous employment in the Employer’s Fire Department in sworn classifications represented by IAFF Local 21 as of March 17, 2020.

ARTICLE 3 – RECOGNITION: The following changes to Article 3 subdivision 3.2:

3.2 Job classes which are within the bargaining unit and covered by this Agreement are as follows:

Emergency Medical Services Coordinator
Fire Captain
Fire Equipment Operator
Firefighter
Firefighter Trainee
Fire Training Assistant
Fire/Arson Investigator
Emergency Medical Technician

All job classifications are “sworn” classifications, except the classification of Emergency Medical Technician and Firefighter Trainee. In an ambulance unit of a Supermedic Rig, an unsworn EMT may only serve in addition to the two (2) assigned sworn Paramedics or sworn EMTs.

ARTICLE 10 – SENIORITY: The following changes to Article 10 subdivisions 10.4 and 10.6(5)(a)

10.4 Work Force Reduction

Whenever it becomes necessary due to lack of work or funds to reduce the size of the work force in any class of positions covered by this Agreement, the Fire Chief shall designate the number of positions from each class which shall be eliminated. The employee(s) to be laid off shall be determined by inverse classification seniority. All temporary and provisional appointees in that class shall in all cases be laid off first. However, in the event of a layoff that results in sworn employees no longer serving in a job classification covered by this Agreement, all employees holding the title of Emergency Medical Technician (EMT) shall be laid off before any employees are laid off from any other class of positions covered by this Agreement. For the purpose of this subsection, persons appointed to the same class on the same date shall be considered to have seniority in the order on which they appeared on the certification. When the number of employees in a class above Firefighter is to be reduced, affected employees in such higher classes who have held lower sworn titles within this bargaining unit shall be entitled to a reduction to the highest of these sworn titles to which classification seniority in such lower title (which includes time served in a higher title) would keep them from being laid off. No employee who is laid off from a sworn classification may reduce to the classification of EMT.

- 10.4 (1) In the event of a work force reduction in the department that affects members of the Fire Supervisory Association, Local 3939, and when such affected employees have held lower titles within this bargaining unit, such employees shall be offered reductions to the highest of these titles to which classification seniority would

keep them from being laid off. Except as expressly provided herein, Civil Service Rule 22 (entitled "Layoff") and Civil Service Rule 23 (entitled "Reinstatement") shall continue to apply with regard to employees impacted by the application of this Section 10.4. Notwithstanding the foregoing, Department seniority shall continue to be used for the purposes of bidding for positions and vacations within a job classification.

Except as expressly provided herein, Civil Service Rule 22 (entitled "Layoff") and Civil Service Rule 23 (entitled "Reinstatement") shall continue to apply with regard to employees impacted by the application of this Section 10.4.

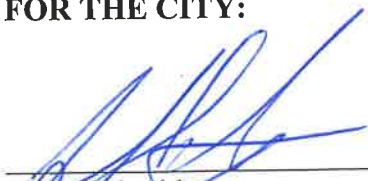
Notwithstanding the foregoing, Sworn Seniority shall continue to be used for the purposes of bidding for positions and vacations within sworn job classifications. Department Seniority shall be used for the purposes of bidding for vacations within the non-sworn classifications.

10.6 (5) In the event one or more employees submit bids for the same position, the position shall be filled in accord with the following:

- a) Except in those cases contemplated by subparagraph (b), below, the bidding employee with the greatest Sworn Seniority shall be assigned to fill the position. Provided, however, that in the event that the employer determines that assignment of the most senior applicant or less senior applicant(s) is not in the best interest of the Department, another employee may be assigned to fill the position. In every such case, however, the employer shall provide to the most senior bidder and any other unsuccessful less senior bidder(s) a written statement of the reasons and factual basis on which the decision not to assign him to fill the position was based.
- b) In cases where the position to be filled by lateral transfer is such that a paramedic who bid therefore would, if assigned to fill the position, be enabled to make use of his paramedic skills and training, the employer may assign the most senior paramedic who bid to fill the position without regard to the seniority of other applicants.

The City and the Union agree that the modifications of Article 2, Article 3 and Article 10 shall be incorporated into the Collective Bargaining Agreement following the current 2018-2020 agreement.

FOR THE CITY:



Jason Schmidt
Labor Relations Manager

9/22/2020

Date

FOR THE UNION:



Mike Smith, President
Fire Fighters Local 21

9/22/2020

Date