

**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 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, and Article 10 of the 2018 - 2020 Collective Bargaining Agreement to reflect as follows:

The parties agree to the amendment of **ARTICLE 2 – DEFINITIONS** to add section 2.18 defining Sworn job classifications as follows:

- 2.18 **Sworn Employees:** An Employee represented by this bargaining unit in the following job classes:
- Emergency Medical Services Coordinator
 - Fire Captain
 - Fire Equipment Operator
 - Firefighter
 - Fire Training Assistant
 - Fire/Arson Investigator

The Parties agree to the amendment of **ARTICLE 10.6 – Job Transfer Bid System**, as follows:

10.6 Job Transfer by Bid System

The Employer and the Union recognize the principle of seniority. In the event of a job opening due to the promotion, transfer, demotion, retirement, assignment to Special Duty for more than nine (9) months (unless otherwise agreed by Chief and Local 21) or demise of an employee, which the employer determines should be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions. Only Sworn Employees with a minimum of two (2) calendar years' service with the St. Paul Fire Department as a Sworn Employee may bid under this section. Effective **January 1, 2015**, only Sworn Employees with a minimum of three (3) calendar years of service with the St. Paul Fire Department as a Sworn Employee may bid on Medic/Rescue Squad positions, and only Sworn Employees with a minimum of four (4) calendar years of service as a Sworn Employee may bid on other positions. Those eligible to bid prior to January 1, 2015 will retain their right to bid.

- 10.6 (1) All positions to be filled by lateral transfer shall be announced by bulletin, which shall be posted for a period of thirty (30) days prior to the date service is to commence in the vacant position. Such positions shall be considered open for written bid for the thirty (30) day period.
- 10.6 (2) For the convenience of the employer, an employee may be detailed to a vacant position during the thirty (30) day period for which the position is open for bid. Any such detail, however, shall not be of a duration in excess of two (2) days beyond the expiration of the thirty (30) day bid period.
- 10.6 (3) Employees who desire bulletined positions shall file written applications therefore not later than 2400 hours on the date of expiration of the bid period. Such applications shall be filed by delivery to the employee's Union officer of the original and one copy of the application, both of which shall be time stamped when received. The Union officer shall be responsible for delivering the original application to the employer and all such applications shall be so delivered not later than 1630 hours on the day following the close of the bid period.
- 10.6 (4) Assignment to positions for which bids have been received shall be made not later than the second day following the close of the bid period.
- 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 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.
- 10.6 (6) In the event no bid is received for a posted position, the employer may offer the position to any employee or assign the most junior employee on the seniority roster to fill the position, or relist on subsequent bulletin.
- 10.6 (7) When an employee bids for and is assigned to a bulletined position and in the event the employer determines that the employee's former position is to be filled by lateral transfer, the employee's former position shall be filled in accordance with the terms set forth above.
- 10.6 (8) Employees who have bid for and been awarded a bulletined position shall not be permitted to bid for the vacancy created by their transfer until that vacancy has been filled at least once in the manner set forth herein.

