

**JANUARY 1, 2011 – DECEMBER 31, 2012**

**AGREEMENT**

**BETWEEN**

**THE CITY OF SAINT PAUL**

**AND**

**THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**AFL-CIO LOCAL 21**

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## **P R E A M B L E**

This Agreement between the City of Saint Paul, hereinafter referred to as the Employer, and the International Association of Fire Fighters AFL-CIO Local 21, hereinafter referred to as the Union. The Employer and the Union concur that this Agreement has as its basic objective the promotion of the mutual interests of the City of Saint Paul and its employees to provide the highest level of services by methods which will best serve the needs of the general public.

## ARTICLE 1 – PURPOSE

- 1.1 The Employer and the Union agree that the purpose of entering into this Agreement is to:
  - 1.1 (1) Achieve orderly and peaceful relations.
  - 1.1 (2) Establish the full understanding of the parties concerning terms and conditions of this Agreement.
  - 1.1 (3) Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this Agreement.
  - 1.1 (4) Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

## ARTICLE 2 – DEFINITIONS

- 2.1 **Union:** International Association of Fire Fighters AFL-CIO Local 21.
- 2.2 **Employer:** The City of Saint Paul.
- 2.3 **Union Member:** A member of the International Association of Fire Fighters AFL-CIO Local 21.
- 2.4 **Employee:** A member of the exclusively recognized bargaining unit.
- 2.5 **Vacancy:** As determined by the department head, a funded position opening in a class specified in Article 3.2.
- 2.6 **Position:** Any specific office, employment or job in the Fire Department in a class specified in Article 3.2.
- 2.7 **Tour of Duty:**
  - A. For a fifty-six (56) hour work week employee:  
The performance of job duties and acceptance of the responsibilities of a position for a consecutive and uninterrupted twenty-four (24) hour period from 8:00 a.m. on a calendar day to 8:00 a.m. on the following calendar day.
  - B. For a forty (40) hour work week employee:  
  
The performance of job duties and acceptance of the responsibilities of a position for a consecutive and uninterrupted eight (8) hour period within a calendar day.
- 2.8 **Seniority:** An Employee's length of continuous employment in the Employer's Fire Department.
- 2.9 **Department:** The fire department of the City of Saint Paul as established and amended from time to time pursuant to Section 9.01 of the City Charter.

## ARTICLE 2 –DEFINITIONS (Continued)

- 2.10 **Overtime:** Work performed by an Employee in excess of the Employee’s tour of duty by order of the Employer.
- 2.11 **Overtime Pay:** Overtime pay for the purposes of Articles 11 and 12 will be based on a fifty-six (56) hour work week.
- 2.12 **Work Week:** The work week for employees working twenty-four (24) hour tours of duty will be an averaged fifty-six (56) hour per calendar week. The work week for employees working twelve (12) or less hour tours of duty will be forty hours per calendar week.
- 2.13 **Call Back:** A call to report for work by the Employer during an Employee’s scheduled off time.
- 2.14 **Assigned:** The regularly scheduled position to which an employee has been awarded a bid or been appointed.
- 2.15 **Detailed:** The temporary assignment of an employee to a position other than his/her bid position.
- 2.16 **Regular Rate:** The hourly rate of pay for an employee including the base rate and all applicable premium(s) that are payable for straight time worked by the employee when serving in the position for which the employee has bid or otherwise been assigned. This does not include the statutory exclusions identified in the Fair Labor Standards Act (FLSA).
- 2.17 **Base Rate:** The hourly rate of pay for an employee that is payable for straight time worked by the employee established pursuant to the wage schedule for the employee’s job classification according to Article 23.1. This rate excludes all premium pay established under this Agreement.

## ARTICLE 3 – RECOGNITION

- 3.1 The Employer recognizes the Union as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for all eligible personnel under Minnesota Statutes.
- 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

## **ARTICLE 3 – RECOGNITION**

- 3.4 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job position, the issue shall be submitted to the Bureau of Mediation Services for determination.

## **ARTICLE 4 – SECURITY**

- 4.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues and assessments. Such monies shall be remitted as directed by the Union.
- 4.2 The Union may designate Employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 4.3 The Employer shall make space available on bulletin boards for posting Union notice(s) and announcement(s).
- 4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the city as a result of any action taken or not taken by the city under the provisions of this article.

## **ARTICLE 5 – EMPLOYER AUTHORITY**

- 5.1 The Union recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

## **ARTICLE 6 – EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

### **6.1 Definition of Grievance**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. It is specifically understood that any matters governed by civil service rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. All disciplinary action which may be appealed to a civil service authority will be considered a grievance and subject to the grievance procedure herein.

### **6.2 Union Representatives**

The Employer will recognize Employee Representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated. The Employer shall notify the Union in writing of the name or names of the Employer's grievance representatives and of their successors when so designated.

### **6.3 Processing of Grievances**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when

## **ARTICLE 6 – EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)**

consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

### **6.4 Procedure**

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

**Step 1** An Employee claiming a violation concerning the interpretation or application of this Agreement shall within twenty-one (21) calendar days after such alleged violation has occurred present such grievance in writing to the Saint Paul Fire Chief. The Fire Chief or designated representative will discuss and give an answer in writing to such Step 1 grievance within ten (10) calendar days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing by the Union setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Fire Chief or designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

**Step 2** If appealed, the written grievance shall be presented to and discussed with the Employer-designated Step 2 Labor Relations representative. The Employer-designated Labor Relations representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after the receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 by the Union within ten (10) calendar days following the Employer designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Disciplinary actions defined in Article 33 (Discipline) may be appealed to either a Civil Service Hearing (except for reprimands) or arbitration but not both. The Union's step 3 appeal must specify the venue selected. If a venue has not been selected, the grievance will proceed to arbitration.

### **Optional Mediation Step**

1. If the grievance has not been satisfactorily resolved at Step 2, either the Union or the Employer may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment.

## ARTICLE 6 – EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

Step 3 A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to arbitration by the Union subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the “Rules Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services.

A disciplinary grievance unresolved in step 2 and appealed to a Civil Service Hearing shall be processed in accordance with Civil Service Rule 26 II (B).

### 6.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. 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, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of the Agreement and to the facts of the grievance presented.



## **ARTICLE 6 – EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)**

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

### **6.6 Waiver**

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 Union may elect to treat the grievance as denied at the 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 Employer and the Union in each step.

## **ARTICLE 7 – SAVINGS CLAUSE**

- 7.1 In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provisions may be renegotiated at the request of either party.

## **ARTICLE 8 – POSITION OPENINGS**

- 8.1 To expedite the filling of vacancies under civil service procedures, the head of the department or designated representative will:
- 8.1 (1) Make requisition for certification of eligibles to fill a vacancy within fifteen (15) days after determining that a vacancy exists.
  - 8.1 (2) Within fifteen (15) days after the department head has met with the certified eligibles, he will fill a vacancy.
  - 8.1 (3) If no eligibility list is in effect when a vacancy occurs, the department head shall within fifteen (15) days request the appropriate civil service officials to conduct an examination for the purposes of establishing an eligibility list.

## **ARTICLE 9 – WORKING OUT OF CLASSIFICATION**

- 9.1 Any Employee required by the Employer to perform the work duties and accept the responsibilities of a higher class, will receive the rate of pay for that class for the entire tour of duty, provided that the Employee performs these duties for at least twelve (12) hours of the tour of duty. It is understood that the higher rate shall not apply when an Employee works in the higher class for less than twelve

## ARTICLE 9 – WORKING OUT OF CLASSIFICATION (Continued)

(12) hours of the tour of duty. This section shall also apply to premiums for: employees who are detailed from their assigned position to a position that qualifies for premium pay; and to pool personnel who possess specialized skills for which premiums are payable and are detailed to a company which utilizes such special skills. However, paramedics who are detailed to a Medic Company shall be eligible to receive the premium specified in Section 31.2 if they are detailed as a Paramedic for four (4) or more hours during any tour of duty.

- 9.2 The Employer has a general management right to detail an employee from his/her assigned position to another position within his/her job classification or to any other classification within the Department. In exercising its discretion, the Employer will reasonably consider the legitimate operational needs and efficiencies of the Department and available staffing options when detailing employees from their bid position.

## ARTICLE 10 – SENIORITY

### 10.1 Department Seniority

For the purposes of this Agreement department seniority shall be defined as the length of continuous and uninterrupted employment in the fire department.

### 10.2 Seniority Lists

The department shall maintain at all times during this Agreement seniority lists by department.

### 10.3 Loss of Department Seniority

An Employee will lose acquired department seniority in the following instances:

10.3 (1) Resignation

10.3 (2) Discharge

10.3 (3) Retirement

### 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. 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 titles within this bargaining unit shall be entitled to a reduction to the highest of these titles to which classification seniority in such lower title (which includes time served in a higher title) would keep them from being laid off.

## ARTICLE 10 – SENIORITY (Continued)

- 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.

### 10.5 **Reduction in Rank**

Reduction in rank shall be in accordance with the Civil Service Rules as of June 30, 1973. (Except as indicated below)

- 10.5 (1) Reduction in rank for periods up to but no more than 30 consecutive calendar days will be by platoon seniority.
- 10.5 (2) Reduction in rank for more than 30 consecutive calendar days shall be in accordance with the Personnel Rules as of June 30, 1973.
- 10.5 (3) There will be a minimum of 3.6 regular Fire Captains appointed for each engine, squad and ladder company.
- 10.5 (4) There will be a minimum of 3.6 regular Fire Equipment Operators appointed for each engine, squad and ladder company.
- 10.5 (5) When promotion positions (Fire Captain - Fire Equipment Operator) fall below minimum requirements (3.6 per position), the Chief of the Fire Department will use existing eligibility lists to fill vacancies within 15 calendar days.
- 10.5 (6) **Short Term Demotion:**
1. The employee demoted goes to the last rank held and is assigned to the pool.
  2. Vacation selections will not be affected by short term demotion (i.e., Fire Captain demoted for short term to Firefighter will retain his vacation selection in the Fire Captain rank.)
  3. Employees who have attained the rank of Fire Equipment Operator (FEO) or Fire Captain as designated in articles 10.5 (3) and 10.5 (4) will retain such rank and pay when temporarily re-assigned to duties in a previously held lower title.

## ARTICLE 10 – SENIORITY (Continued)

10.5 (7) All promoted personnel will be designated a platoon regardless of assignment. Such platoon assignment will determine their seniority to be followed in cases of reduction in accordance with Section 10.5 (1).

### 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 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 employees with a minimum of two (2) calendar years service with the St. Paul Fire Department may bid under this section.

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.

## **ARTICLE 10 – SENIORITY (Continued)**

- 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.
- 10.6 (9) Assignment to positions on the rescue squads shall be made in the following manner:
- a) When a vacancy for Captain occurs, the position shall be posted with the other normal vacancies. The Employer shall fill the position with any Captain that has bid for the position without regard to seniority.
  - b) When a vacancy for Fire Equipment Operator occurs, the normal bid procedure shall be used.
  - c) Three Firefighter positions will be assigned on each rescue squad. Each Firefighter assigned to one of these positions will remain for a maximum of five years. When a vacancy for Firefighter is filled, the position shall be posted with the other normal vacancies. The Employer shall fill the position with any Firefighter that has bid for the position without regard to seniority.
- 10.7 In the event that an employee bidding on a vacancy in a Hazardous Materials Response Unit does not have the required Hazardous Material certification at the time of assignment, he/she shall obtain such certification by satisfactorily completing the next available training session offering such certification.

## **ARTICLE 11 – OVERTIME**

- 11.1 Employees required to work hours in excess of their assigned tour of duty will be compensated at the rate of one and one-half (1.5) times the Employee's regular rate in cash or in compensatory time at the option of the Employer. This includes early reports and/or extensions of regular tours. In cases where employees are detailed for early reports and or extensions of their assigned tour of duty, Article 9.1 will apply for the purposes of determining the overtime rate.

## **ARTICLE 11 – OVERTIME (Continued)**

- 11.2 (a) Employees working a forty (40) hour work week may accumulate up to a maximum of forty (40) hours of compensatory time.
- (b) It is also agreed that Fire Prevention employees may accumulate up to a maximum of fifty-six (56) hours of compensatory time. It is understood that compensatory time shall be scheduled only with the prior approval of management, and that such time shall not be scheduled so as to interfere with operations. Such time shall normally be scheduled in eight (8)-hour segments, except that Fire Prevention employees may, with the approval of the Fire Chief, take time off in four (4)-hour segments.

## **ARTICLE 12 – CALL BACK**

- 12.1 Employees required to report for work by the Employer during scheduled off-duty time will be compensated at the rate of one and one-half (1.5) times the base rate plus any applicable premiums according to Article 31 and Article 9 for the work being performed. The minimum payment under this Article will be four (4) times the Employee's hourly rate.
- 12.2 Employees required to appear in court during scheduled off-duty time will be compensated at the rate of one and one-half (1.5) times the employee's regular rate for hours worked with a minimum of four (4) hours at the employee's regular rate. The minimum of four (4) hours shall not apply when such court time is an extension of or an early report to a scheduled shift.
- 12.3 Employees required to stand-by for court appearance during scheduled off-duty time will be compensated for a minimum of two (2) hours based on the employee's regular rate for each day he/she is required to stand-by, but such compensation shall not apply where the employee is called to court for an appearance on the case subject to the stand-by request or for any other case. The two hour minimum compensation for stand-by shall not apply if notification is given that the stand-by is canceled prior to 6:00 p.m. of the preceding day. Unless notified to the contrary, stand-by status shall continue for a maximum of two consecutive days, at which time the employee shall be required to contact the City or County trial lawyer or his secretary in charge of scheduling by 1600 hours the day following initiation or stand-by status, who will then continue or cancel stand-by status as required and maintain an appropriate record of such notification.
- 12.4 The regular rate for purposes of call back or stand-by compensation shall be based upon the provisions of Article 2 of this Agreement.

## **ARTICLE 13 – MILITARY LEAVE OF ABSENCE**

### **13.1 Pay Allowance**

Any Employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereinafter organized or constituted under state or federal law, or who shall be a member of the Officer's Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or

## **ARTICLE 13 – MILITARY LEAVE OF ABSENCE (Continued)**

other benefits for all the time when such Employee is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year and further provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established. Such leave shall not be allowed unless the Employee (1) returns to his position immediately upon being relieved from such military service and not later than the expiration of the time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such Employee's own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

### **13.2 Leave Without Pay**

Any Employee who engages in active service in time of war or other emergency declared by proper authority of any of the military or naval forces of the state or of the United States for which leave is not otherwise allowed by law shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law.

13.3 Such leaves of absence as are granted under Article 13 shall conform to Minnesota Statutes, Section 192, as amended from time to time and shall confer no additional benefits other than those granted by said statute.

## **ARTICLE 14 – INSURANCE**

### **14.1 Plans**

The insurance plans, premiums for coverages and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. The Employer will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered plans agree to accept any changes in benefits which a specific provider implements. If in any year the number of plans increases, the increase will be based on the average premium.

### **14.2 Definition of Full-Time**

Eligibility for full-time benefits is defined as appearing on the payroll an average of at least sixty-four (64) hours per biweekly pay period for the twelve (12) month period preceding the annual open enrollment or special enrollments or the employment period preceding initial eligibility.

14.3 Effective for the January 2011 insurance premiums, for each eligible employee covered by this agreement who is employed full-time and who selects single employee health insurance coverage provided by the Employer, the Employer agrees to contribute the following monthly amounts:

## ARTICLE 14 – INSURANCE (Continued)

Open Access with Deductible:	\$561.63 + \$75 to be deposited in a VEBA account.
Primary Clinic with \$500 Deductible:	\$615.10
Distinctions:	\$507.54

For each eligible full-time employee who selects family health insurance coverage, the Employer will contribute the following monthly amounts:

Open Access with Deductible:	\$1,343.25
Primary Clinic with \$500 Deductible:	\$ 951.86
Distinctions:	\$ 951.86

14.4 Effective for the January 2012 insurance premiums, for each eligible employee covered by this agreement who is employed full-time and who selects employee health insurance coverage provided by the Employer, the Employer agrees to contribute the above monthly amounts, plus, for those employees who select the Single or Family Open Access with \$1500 Deductible, the Employer will contribute 100% of the premium increase in 2012.

### 14.5 Cafeteria Plan Requirements

Effective in 2002 under the Cafeteria Plan, full-time, benefit eligible employees (i.e. 40 hours per pay period or more) must select at least single health insurance coverage and \$10,000 life insurance coverage. In 2003 the City's contribution to the \$10,000 mandatory life insurance will be a stand-alone contribution separate from the health insurance contribution.

14.5 (1) Employees who elect to waive the City contribution for health insurance may waive participation in the health insurance plan and shall not be eligible for life insurance benefits nor shall they be eligible to participate in any optional insurance coverages or flexible spending accounts.

14.5 (2) However, an employee whose spouse is also employed by the City of Saint Paul, and is eligible to participate in the City's health insurance plan, will not be required to select mandatory health insurance coverage as long as one of the spouses is participating in the City's insurance plan with family coverage. The mandatory life insurance continues to apply. In this event, \$225.00 per month shall be eligible for payment as unused benefit dollars.

### 14.6 Flexible Spending Account

Under the Cafeteria Plan, employees covered by this agreement will be eligible to participate in the Flexible Spending Accounts offered by the Employer. The service fee charged for employees participating in the Dependent Care Account will be paid by the Employer. The service fee for employees participating in the Medical Expense Account will be paid by the Employer.



## ARTICLE 14 – INSURANCE (Continued)

### 14.7 Survivor Insurance

In the event of the death of an active employee, the dependents of the employee shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits, including such plan improvements as may be made from time to time, which said dependents previously had, at the premium and Employer contribution applicable to eligible early retirees. The date of death shall be considered to be the date of retirement.

In the event of the death of an early retiree or a regular retiree, the dependents who were dependants of record at time of retirement, shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits which said dependents previously had, at the premium and Employer contribution accorded to the eligible deceased retiree.

In the event of the death of an employee killed in the line of duty, the Employer will contribute 100% of the premium for either single or family health insurance coverage for eligible dependents. An eligible dependent who is not enrolled in the City's health insurance program at the time of the employee's death will have an option to enroll at the next annual open enrollment period.

It is further understood that coverage shall cease in the event of:

- 14.7 (1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
- 14.7 (2) The employment of the surviving spouse or dependent where health insurance is obtained through a group program provided by said Employer. In this event, however, the surviving spouse or dependent shall have the right to maintain City health insurance for the first ninety (90) days of said employment.

### 14.8 Retiree Insurance

Employees who retire must meet the following conditions in order to be eligible for the Employer contributions listed in Articles 14.9 through 14.12 below toward a health insurance plan offered by the Employer:

- 14.8 (1) Be receiving benefits from a public employee retirement act covering employees of the City of Saint Paul at the time of retirement, and
- 14.8 (2) Have severed his/her relationship with the City of Saint Paul under one of the retiree plans, and
- 14.8 (3) Have completed at least twenty (20) years of service with the City of Saint Paul excluding service with Independent School District 625 for employees hired after September 1, 1995 or be receiving a disability pension from a public employee retirement act covering employees of the City of Saint Paul and
- 14.8 (4) Have severed his/her relationship with the City of Saint Paul for reasons other than an involuntary termination for misconduct.

## **ARTICLE 14 – INSURANCE (Continued)**

### **14.9 Early Retirees**

This Article shall apply to employees who:

- 14.9 (1) Were appointed on or before December 31, 1995, and
- 14.9 (2) Have not attained age sixty-five (65) at retirement, and
- 14.9 (3) Meet the terms set forth in Article 14.8 above, and
- 14.9 (4) Select a health insurance plan offered by the Employer.

Until such retirees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$350.00 per month toward the premium for single or family health insurance coverage. Any unused portion of the Employer's contribution shall not be paid to the retiree.

When such early retiree attains age sixty-five (65), the provisions of Article 14.11 shall apply.

### **14.10 This Article shall apply to employees who:**

- 14.10 (1) Were appointed on or after January 1, 1996, and
- 14.10 (2) Have not attained age sixty-five (65) at retirement, and
- 14.10 (3) Meet the terms set forth in Article 14.8 above, and
- 14.10 (4) Select a health insurance plan offered by the Employer.

Until such retirees reach sixty-five years (65) of age, the Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion of the Employer's contribution shall not be paid to the retiree.

When such early retiree attains age sixty-five (65), the provisions of Article 14.12 shall apply.

### **14.11 Regular Retirees (Age 65 and over)**

This Article shall apply to employees who:

- 14.11 (1) Were appointed prior to January 1, 1996, and
- 14.11 (2) Have attained age sixty-five (65) at retirement, and
- 14.11 (3) Meet the terms set forth in Article 14.8 above, and
- 14.11 (4) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute a maximum of \$550.00 per month toward the premium for single or family health insurance coverage offered to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

This Article shall also apply to early retirees who retired under the provisions of Article 14.9 when such early retiree attains age 65.

### **14.12 This Article shall apply to employees who:**

- 14.12 (1) Were appointed on or after January 1, 1996, and
- 14.12 (2) Have attained age sixty-five (65) at retirement, and
- 14.12 (3) Meet the terms set forth in Article 14.8 above, and
- 14.12 (4) Select a health insurance plan offered by the Employer.

## **ARTICLE 14 – INSURANCE (Continued)**

The Employer agrees to contribute a maximum of \$300.00 per month toward the premium for single or family health insurance coverage offered to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

This Article shall also apply to early retirees who retired under the provisions of Article 14.10 when such early retiree attains age 65.

- 14.13 The contributions indicated in Article 14 shall be paid to the Employer's third party administrator or designated representative.
- 14.14 A retiree's participation in the City's health insurance plan must be continuous. The retiree must be participating in a City health insurance plan at the time of retirement. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation at a later date, such retiree will not be eligible for any future participation or for any Employer contribution.
- 14.15 Employees who were appointed on or after December 31, 2007, shall not be eligible to receive the Employer contributions described in Articles 14.8 – 14.14. In lieu of such contributions for retiree insurance, the Employer shall pay \$375 per year into the VEBA account. Such contributions shall be made on or before March 1, and shall be credited for the previous calendar year. Employees must be on the department payroll on January 1 of the previous calendar year to qualify for the VEBA contribution. Employees who have been discharged are not eligible. (Note: the VEBA contribution shall equal the PEHP contribution in Article 16.8 of the Saint Paul Police Federation contract for 2011-2012.)

## **ARTICLE 15 – EXCHANGE OF TOURS OF DUTY**

- 15.1 Voluntary exchanges of tours of duty shall be granted only after approval by the department head or his designated representative.
- 15.2 No Employee shall be entitled to working out of classification pay under Article 9 as a result of any voluntary exchange of tours of duty.
- 15.3 All voluntary exchange of tours of duty shall be in accordance with 29 CFR 553.31 – Substitution – section 7(p) (3).

## **ARTICLE 16 – VACATION/HOLIDAYS**

- 16.1 For employees who work a forty hour schedule vacation shall be granted as follows: Employees shall be granted in each fiscal year vacation at the rate of two and six-tenths (2.6) times the number of hours designated as the work week. After five (5) years of continuous employment in Employer's fire department, Employees shall be granted vacation at the rate of three and six-tenths (3.6) times the number of hours designated as the work week. After fifteen (15) years of continuous employment in Employer's fire department, Employees shall be granted vacation at the rate of four and eight-tenths (4.8) times the number of hours designated as the work week. After twenty-five (25) years of continuous employment in Employer's fire department, Employees shall be granted

## ARTICLE 16 – VACATION/HOLIDAYS (Continued)

vacation at the rate of five (5) times the number of hours designated as the work week. For 40 hour employees floating holidays are included in the vacation schedule. For 40 hour employees designated holidays shall be handled in accordance with the Salary Plan and Rates of Compensation (St. Paul Ordinance No. 6446).

For employees who work a fifty-six (56) hour work schedule vacation shall be granted as follows: Employees shall be granted in each fiscal year vacation at the rate of four and six-tenths (4.6) times the number of hours designated as the work week. After five (5) years of continuous employment in Employer's fire department, Employees shall be granted vacation at the rate of five and six-tenths (5.6) times the number of hours designated as the work week. After fifteen (15) years of continuous employment in Employer's fire department, Employees shall be granted vacation at the rate of six and eight-tenths (6.8) times the number of hours designated as the work week. After twenty-five (25) years of continuous employment in Employer's fire department, Employees shall be granted vacation at the rate of seven (7) times the number of hours designated as the work week. For 56 hour employees all floating and designated holidays are included in the vacation schedule.

The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subdivision H, unless the contract provisions directly conflict with the Salary Plan. In such cases, the language of the contract shall supercede/replace the conflicting language of the Salary Plan.

Effective January 1, 2007, vacation accrual shall be based on employment date.

- 16.2 The department head may permit Employees to carry over into the following fiscal year vacation time equivalent to two work weeks. Vacation schedules shall be fixed by the department head. An Employee not working full-time shall be granted vacation on a pro-rata basis.
- 16.3 Employees separated from employment by reason of resignation shall be granted such vacation pay as has been earned and remains unused at the time of separation, provided notification of resignation has been sent to the department head, in writing, at least fifteen (15) calendar days prior to the date of resignation. Employees separated from employment by reason of discharge, retirement or death shall be granted such vacation pay as has been earned and remains unused at the time of separation. Employees granted more vacation time than earned at the time of separation from employment shall pay the Employer for such unearned vacation.
- 16.4 This article shall not apply to temporary or emergency employees.
- 16.5 For purposes of this article, New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day are considered major holidays. Martin Luther King Day, Presidents Day, Veterans' Day and the Day after Thanksgiving are considered minor holidays.
- 16.6 **Vacation Sell Back**  
Employees may request compensation in cash for up to two (2) days (48 hours for 56 hour employees, 16 hours for 40 hour employees) of accrued, unused vacation within

## **ARTICLE 16 – VACATION/HOLIDAYS (Continued)**

each IRS payroll reporting year. Payment will be at the discretion of the Department Head and additionally, limited by the availability of funds in the Department's Budget. Such election must be made in writing on or before December 1 of each year. If the employee elects to sell vacation, the payment for such sold vacation shall be made in a lump sum in the nearest full payroll period following the election date. The payment shall be in an amount equal to the number of hours sold times the employee's regular rate of pay in effect as of the date of such election. Article 16.6 shall not be subject to the provisions of Article 6 of this Agreement.

16.6 (1) Invoking the use of sick leave to vacation conversion as provided for in Article 19.2 at any time within the IRS payroll reporting year will prohibit the use of 16.6 above.

### **16.7 Union Activity/Release Bank**

Effective the first payroll of each year (starting in 2007), each member of the Union will have his/her vacation balance reduced by three (3) hours to establish a Union Release Bank. The total number of hours shall be based on the employee count as of the first pay period of the year. Union officers shall be allowed to use this release time or allocate time to union members to fill in for union officers on official business. Union officers will notify the department in writing of use of this provision three days prior to use. Should use of this provision result in overtime, the union bank will be reduced accordingly.

16.8 Payment for vacation time accrued under this Article 16 shall be based upon the employee's regular rate of pay in effect at the time the vacation leave is used or payment is made under Article 16.3 or Article 16.6.

## **ARTICLE 17 – TOUR OF DUTY HOLIDAY**

### **17.1 Tour of Duty Holiday**

17.1 (1) One tour of duty holiday will be provided to Fire Equipment Operators, Fire Captains, Emergency Medical Services Coordinator, Fire Training Assistants and Fire/Arson Investigators.

17.1 (2) Employees in the titles listed in Article 17.1(1) with a minimum of 15 years of service will be provided one additional tour of duty holiday.

17.1 (3) Employees in the title of Firefighter, with a minimum of three (3) years of service in the Fire Department, will be provided the tour of duty holiday listed in 17.1(1).

17.1 (4) A tour of duty holiday may, at the option of the employee: (1) be added to his/her vacation schedule, or (2) the employee may choose to receive payment at his or her regular rate of pay for the tour of duty holiday.

The Employer must receive and have approved the employee's request for the tour of duty day as vacation time off by November 15 of each calendar year. If the request is not so received by the Employer, the Employee will forfeit his or her option to add the day as vacation.

For Employees who choose the payment option the Employer will make the payment no later than the last regularly scheduled pay day of the calendar year.

## **ARTICLE 17 – TOUR OF DUTY HOLIDAY (Continued)**

- 17.2 For those employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.

## **ARTICLE 18 – VOLUNTEERISM AND/OR OUTSIDE EMPLOYMENT**

- 18.1 As a condition of employment, any position represented by the union as covered in the contract, will be prohibited from membership in any fire department other than the Saint Paul Department of Fire and Safety Services. In addition, other outside employment related to fire suppression must be approved by the Fire Chief.

## **ARTICLE 19 – SICK LEAVE AND PARENTAL LEAVE**

- 19.1 As provided in City of Saint Paul Civil Service Rules Section 20. Effective December 31, 2007, sick leave shall accrue at the rate of .0500 for employees working a 40 hour per week schedule and shall accrue at the rate of .0520 for employees working a 56 hour per week schedule. In addition to the relatives listed in Section 20.B of the Civil Service Rules, accumulated sick leave credits may be granted in the event of the death of the employee's stepparent or stepchild and one day of sick leave to attend the funeral of the employee's grandparent or grandchild.
- 19.2 If an employee has an accumulation of sick leave credits in excess of one-hundred and eighty days, he/she may convert any part of such excess to vacation at the rate of one-half day's vacation for each day of sick leave credit. No employee may convert more than ten (10) days of sick leave in each fiscal year under this provision.
- 19.3 In the case of a serious illness or disability of an employee's child, parent or household member, the head of the department shall grant leave with pay in order for the employee to care for or make arrangements for the care of such sick or disabled persons. Such paid leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to the number of hours designated to be the employee's work week per incident.
- 19.4 **Maternity and Parental Leave.**  
Pregnant employees of the City of Saint Paul shall be eligible for the use of paid sick leave and unpaid leave of absence in the same manner as any other disabled or ill City employee. Such paid sick leave eligibility shall begin upon certification by the employee's attending physician that the employee is disabled in terms of her ability to perform the duties of her position or any duties assigned by the Employer.

A twelve (12) month Parental leave of absence without pay shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. Such leave may be extended an additional twelve (12) months by mutual agreement between the employee and the Employer. Refusal on the part of the Employer to grant an extension of such leave shall not be subject to the provisions of Article 6 of this Agreement.

Employees who return following such leaves of absence shall be placed in a position of equivalent salary and tenure as the one held just prior to the beginning of their leave.

## **ARTICLE 19 – SICK LEAVE AND PARENTAL LEAVE (Continued)**

19.5 Payment for sick time accrued under this Article 19 shall be based upon the employee's regular rate of pay in effect at the time the sick leave is used.

## **ARTICLE 20 – FIRE FIGHTING EQUIPMENT**

20.1 The Employer will provide the following firefighting personal protective equipment for the individual Employee:

National Fire Protection Association (NFPA) compliant personal protective equipment will consist of:

- NFPA Fire Helmet
- NFPA Firefighting Coat
- NFPA Firefighting Bunker Pants
- NFPA H-Back Suspenders
- NFPA Firefighting Gloves
- NFPA Firefighting Choppers
- NFPA Firefighting Boots
- NFPA Nomex Hoods
- Initial Issue Standard Flashlight with Batteries (Pelican Super Saberlight or equivalent)
- Spanner Wrench

## **ARTICLE 21 – STATION SUPPLIES**

21.1 The Employer will provide station supplies such as:

- Refrigerators
- Stoves
- Tables
- Chairs
- Soap
- Brass Polish
- Cleaning Rags
- Light Bulbs
- Chamois

## **ARTICLE 22 – TELEPHONES/E-MAIL**

22.1 The Employer will provide a public telephone as a back-up to the alarm system.

22.2 Telephones installed for individual Employees or groups of Employees will be at the Employees' expense. All such telephones must be approved prior to installation by the department head or his designated representative.

## **ARTICLE 22 – TELEPHONES (Continued)**

- 22.3 The Employer will allow the Union President to send notifications of meetings or other special events through the City's e-mail System. The sending of such e-mails must be approved by the Fire Chief or designee.

## **ARTICLE 23 – WAGE SCHEDULE**

- 23.1 The wage schedule for the purpose of this Agreement shall be Appendix A attached hereto.
- 23.2 Forty (40) hour work week Employees regularly assigned to night duty (e.g. inspectors) will receive night differential in accordance with existing City rules and policies.

## **ARTICLE 24 – UNIFORM ALLOWANCE AND UNIFORM ITEM LIST**

- 24.1 Effective January 1, 2011, the clothing allowance shall be five hundred eighty-three dollars and thirty-six cents (\$583.36). The City shall increase the previous year's clothing allowance by the negotiated across-the-board percentage wage increase in each year of the contract.
- 24.2 For employees who begin employment during the calendar year, their initial clothing allowance shall be paid with the first paycheck after starting employment, and shall not be pro-rated. Future clothing allowances will be paid at the same amount and at the same time as all other active employees.
- 24.2 (1) In 2011 and each year thereafter, the City shall increase the previous year's amount for new employees by the negotiated across-the-board percentage wage increase. The 2011 clothing allowance for new employees shall be three hundred eighty-seven dollars and eighteen cents (\$387.18).
- 24.3. Employees will be responsible for reporting to duty in a clean, Department authorized uniform. Employees who fail to do so will be relieved of duty without pay until such time as they report wearing an acceptable uniform, and may be subject to discipline.
- 24.4 Changes to the department's list identifying uniform items allowable for purchase, will be initiated by recommendations from the department and Local 21 Labor-Management Committee.

## **ARTICLE 25 – LEGAL SERVICES**

- 25.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, the Employer shall defend, save harmless and indemnify an Employee, and/or his/her estate, against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of the Employee's duties.



## ARTICLE 25 – LEGAL SERVICES (Continued)

- 25.2 Notwithstanding Article 25.1, the employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the Plaintiff.

## ARTICLE 26 – SEVERANCE PAY

- 26.1 The Employer shall provide a severance pay program as set forth in this Article 26. Employees are not eligible for severance plans listed in City Ordinance No.11490.
- 26.2 To be eligible for the severance pay program, an employee must meet the following requirements:
- 26.2 (1) The employee must be voluntarily separated from City employment or have been subject to separation by lay-off or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.
- 26.2 (2) The employee must have an accumulated balance of at least eighty (80) days of sick leave credits at the time of his/her separation from service.
- 26.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he/she will be granted severance pay in an amount subject to a maximum as shown below based on the number of years of service with the Fire Department.

Years of Service With the City At Least	Maximum Severance Pay
20	\$5,000
21	\$6,000
22	\$7,000
23	\$8,000
24	\$9,000
25	\$10,000

However, any employee separated from City employment on or after June 30, 1992 who has an accumulated balance of at least one thousand eight hundred fifty (1,850) hours of sick leave credits and at least 25 years of service in the City of Saint Paul at the time of his/her separation from service shall be granted severance pay in the amount of thirty thousand dollars (\$30,000).

An employee with twenty (20) or more years of service who is ruled disabled and is receiving a disability pension and who has 1850 hours of accumulated sick leave shall be allowed the maximum severance benefit of \$30,000.

## **ARTICLE 26 – SEVERANCE PAY (Continued)**

The manner of payment of such severance pay shall be made in three consecutive equal annual payments of ten thousand dollars (\$10,000) each. The annual payments shall be made in February of each year. The first payment shall be made during the month of February in the year following the year in which the employee separates his/her employment.

- 26.4 For the purpose of this severance program, a death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above, at the time of his/her death, payment of the severance pay may be made to the employee's estate or spouse.
- 26.5 For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is not considered a separation of employment, and such transferee shall not be eligible for the City severance program.
- 26.6 The manner of payment of severance in amounts of ten thousand dollars (\$10,000) or less shall be made in accordance with the provisions of City Ordinance No. 11490.
- 26.7 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490 except in those cases where the specific provisions of this article conflict with said ordinance and in such cases, the provisions of this article shall control.
- 26.8 Effective January 1, 2011, for any employee who is eligible to receive severance from the City under this Article, the City will contribute their severance payment(s) to a Post Employment Health Plan (from MOU dated 5/23/2003). If an employee dies before final severance payment is made, per the Trust Adoption Agreement, such monies are paid to the deceased employee's estate.

## **ARTICLE 27 – INCAPACITATION - INJURY OR ILLNESS**

- 27.1 Any physical \* incapacitated Employee unable to perform normal work duties may be assigned at the direction of the department head to perform the duties of Fire Alarm Dispatcher I, Fire Alarm Dispatcher II, Fire Inspector , \* Fire Investigator \* or Fire Training Assistant. Employees so assigned by the department head will receive their regular rate of pay for a period not to exceed one hundred and eighty (180) days. After one hundred and eighty (180) days, Employees so assigned will receive their regular pay rate or the Fire Alarm Dispatcher II pay rate, whichever is lower.
- 27.2 Notwithstanding Article 27.1, any physically incapacitated employee appointed to a title covered by this Agreement prior to January 1, 1990 who is unable to perform normal work duties may be assigned at the direction of the department head to perform the duties of Fire Alarm Dispatcher I, Fire Alarm Dispatcher II, Fire Inspector, \* Fire Investigator\* or Fire Training Assistant. Employees so assigned by the department head will receive their regular rate of pay for the period of such assignment.
- 27.3 Firefighters, Fire Equipment Operators, Fire Captains or members who have previously held one of these titles with the Employer injured during the course of employment and thereby rendered incapable of performing job duties and responsibilities shall receive full

## **ARTICLE 27 – INCAPACITATION - INJURY OR ILLNESS (Continued)**

wages during the period of incapacity, not to exceed the period equal to twelve (12) months plus accumulated sick leave. It is understood that in such cases, the twelve (12) month period shall first be utilized and only when same is exhausted shall accumulated sick leave be applicable.

- 27.4 Firefighters, Fire Equipment Operators, Fire Captains or members who have previously held one of these titles with the Employer disabled through injury or sickness other than specified in Section 27.3 above shall receive full wages for a period equal to accumulated sick leave, plus six (6) months as provided herein. It is understood that in such cases, accumulated sick leave shall first be utilized before the six (6) months, or any part thereof, shall be applicable. It is further understood that the six (6) month period shall be available only in those years where the last available Annual Report of the City Civil Service office shall show average sick leave used per Fire Department Employee (based on the 1972 Annual Report method of calculating same), of eight (8) days or less.
- 27.5 Employees injured or incapacitated by illnesses in the line of duty shall be entitled to reinstatement at any time within five (5) years from the date of injury or incapacity provided they are physically capable of resuming their job.
- 27.6 Except as specifically provided in this Article, all illness and incapacity rules and policies previously in effect shall continue.

\* These titles are viable only for the purpose of assignments pursuant to these sections.

## **ARTICLE 28 – CITY MILEAGE**

- 28.1 Chapter 33 of the Saint Paul Administrative code shall be superceded for members of this bargaining unit by this article.
- 28.2 **Method of Computation**  
To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head.
- When an employee is required to use his/her personal automobile to conduct authorized City business, the City shall reimburse the employee at the then current Federal I.R.S. mileage reimbursement rate on the most direct route.
- 28.3 The City will provide parking at a location and manner of the Employer's choice within a reasonable distance of the work site for City employees on the above mentioned reimbursement plan who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his/her own personal car available.

## **ARTICLE 29 – PAID TIME OFF FOR NEGOTIATIONS**

- 29.1 Employees elected to office in Local 21 shall be granted reasonable time off to meet with City officials for contract negotiations without loss of pay. The number of employees permitted to attend such negotiations shall be limited to two at any one meeting and such employee shall give prior reasonable notice for such absence and receive approval of the employee's designated supervisor.

## ARTICLE 30 – MAINTENANCE OF STANDARDS

- 30.1 The parties agree that all conditions of employment relating specifically to wages, hours of work, vacations, holidays and sick leave except as modified by this agreement shall be maintained at not less than the minimum standard as set forth in the Civil Service Rules of the City of Saint Paul, (Resolution No. 3250) and Resolution No. 6446 at the time of the signing of this Agreement, and these conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is specifically agreed that the Civil Service Rules set forth above are not a part of this contract and that these rules shall only be amended by the present legislative process by the Civil Service Commission and the City Council.

## ARTICLE 31 – PREMIUM PAY FOR PARAMEDIC AND EMTA ASSIGNMENTS

- 31.1 The premium pays as defined in this Article 31 shall be limited to employees covered by this agreement who have at least three (3) years of service with the Department. The Employer reserves the right to pay such premiums to employees with less than three years of service in the Department providing such employee holds the required certification.

### 31.2 **Premium Pay for Paramedic**

Any employee who is assigned to an advanced life support unit as a Paramedic shall be paid a differential of eleven and four tenths percent (11.4%) of his/her base rate.

Only employees who have satisfactorily completed all required Paramedic training shall be eligible for such assignment and pay differential.

The following amendment is added to this section:

+2% (13.4%) after 5 years in program  
+1% (14.4%) after 10 years in program  
+1% (15.4%) after 15 years in program

### 31.3 **Premium Pay for EMT**

All employees in all titles will be required to become certified as an EMT and to maintain such certification as a term and condition of employment. However, any employee originally appointed to a title covered by this Agreement prior to January 1, 1980 who is not certified as an EMT shall not be required to become certified. Such employees may choose to become certified. Once certified such employee must maintain their EMT certification as a term and condition of employment.

Any employee who was originally appointed prior to January 1, 1980 to a title covered by this Agreement who is certified as an EMT must maintain their certification as a term and condition of employment.

Any employee who is assigned to an advanced life support unit or a basic life support unit as an Emergency Medical Technician-Assigned (EMTA) shall be paid a differential of seven and one quarter percent (7.25%) of his/her base rate.

## **ARTICLE 31 – PREMIUM PAY FOR PARAMEDIC AND EMTA ASSIGNMENTS (Continued)**

Employees certified as an EMT but who are not assigned to an ambulance unit shall receive a differential of four and one eighth percent (4.125%) of his/her base rate.

Only employees who have satisfactorily completed all required EMT training shall be eligible for such assignment and pay differential.

Any employee who is assigned to a unit as an EMT-I/D shall be paid a differential of eight percent (8%) of his/her regular base rate. This premium will be eliminated effective December 31, 2012.

Effective January 1, 2001, Firefighter, Fire Equipment Operator and Captain EMT's with five (5) consecutive years assigned to a paramedic engine company, shall be paid a differential of nine and one quarter percent (9.25%) of his/her base rate. Article 31.5 shall not apply to this nine and one quarter percent (9.25%) differential.

### **31.4 Premium Pay for Hazardous Materials**

Any employee who is assigned to a designated hazardous materials response unit or a designated advanced technical rescue unit or who is permanently appointed as a Fire Training Assistant shall be paid a differential of nine and three tenths (9.3%) of his/her base rate.

31.5 Qualified Pool personnel shall be eligible for the EMT and Paramedic premium pay on the same basis as qualified assigned personnel.

31.6 It is understood that no premium pay shall be applied on any other premium pay.

## **ARTICLE 32 – DRUG AND ALCOHOL TESTING**

### **32.1 Policy**

The Fire Department recognizes illegal drug and alcohol usage as a threat to the public welfare and the employees of the department. Thus, the Fire Department will take the necessary steps, including drug and alcohol testing, to eliminate illegal usage. It is the goal of this policy to prevent and rehabilitate rather than terminate the employment of workers who are abusing drugs or alcohol. No member of the Fire Department shall be discharged for illegal drug or alcohol use without first having been offered the opportunity to discontinue use either through personal choice or by treatment for chemical dependency, if such treatment is needed. The Union agrees, at the Employer's request, to re-open negotiations of this Article during the term of this Agreement.

### **32.2 Informing Employees About Drug and Alcohol Testing**

All employees will be fully informed of the Fire Department's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs or alcohol on job performance. In addition, the employer shall inform the employees of how the tests are conducted, how well the tests perform, when the tests will be conducted, what the tests can determine, and the consequences of testing positive for drug or alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested until this information is provided to him/her.

## ARTICLE 32 – DRUG AND ALCOHOL TESTING (Continued)

### 32.3 Employee Testing

No employee will be tested for drug or alcohol abuse unless reasonable suspicion exists that an employee is under the influence of illegal drugs or alcohol. At least two supervisors must determine that “reasonable suspicion” exists. Random or mass testing is prohibited. No such testing may be conducted without the written approval of the officer in charge of the unit. The officer in charge must document in writing who is to be tested and why the testing was ordered. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.

32.4 Urine collection shall be conducted in a manner which results in a legally acceptable sample as well as providing a high degree of security for the sample, freedom from adulteration of the sample, the highest possible accuracy of the clinical results while at the same time preserving the dignity of the employee. Administrative procedures shall be such as to prevent the submission of fraudulent tests. When appropriate, biologic testing of the samples may be included as part of such administrative procedures. In testing which could result in employee discipline, if the test result is positive, a split sample shall be reserved for independent analysis which shall be performed at the request of the affected employee. Upon request, an employee shall be entitled to the presence of a union representative before testing is administered.

### 32.5 Testing Procedures

All samples shall be tested for Chemical Adulteration, Narcotics, Cannabis, PCP, Cocaine, Amphetamines, Alcohol and Sedatives. The testing shall be done by a Selected Laboratory and will follow: DOT standards for substances subject to DOT testing.

The threshold for a positive result and the substances for which the sample shall be tested shall be as established by the US Department of Transportation in 49 CFR 40.85 and 40.87, with regard to controlled substances, plus alcohol. An alcohol concentration of 0.02 or more shall constitute a positive result for the presence of alcohol.

Samples may also be tested for the following substances. The specific levels shall establish the level for a positive test result.

#### Drug Testing Standards

<u>Drug Group</u>	<u>Drug or metabolite detected level</u>	<u>Initial Test ng/ml</u>	<u>GC/MS Confirmation</u>
Benzodiazepine metabolites	Oxazepam	300 ng/ml	300 ng/ml
Methadone	Methadone	300 ng/ml	300 ng/ml
Methaqualone	Methaqualone	300 ng/ml	300 ng/ml
Propoxyphene	Propoxyphene Norpropoxyphene	300 ng/ml 300 ng/ml	300 ng/ml 300 ng/ml

## **ARTICLE 32 – DRUG AND ALCOHOL TESTING (Continued)**

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such. All samples which test positive on a screening test shall be confirmed by gas chromatography-mass spectrophotometry, and no records of unconfirmed positive tests shall be released or retained by the laboratory.

Testing shall be conducted in a manner to insure that an employee's legal drug use does not affect the test results.

All results shall be evaluated by a suitably trained occupational physician or occupational nurse prior to being reported.

Test results shall be treated with the same confidentiality as other employee medical records. The test results shall not be reported outside the Fire Department.

### **32.6 Chemical Dependency Program**

Each person whose urine tests positive for illicit drugs shall be medically evaluated, counseled and treated for rehabilitation, if required. In addition, at any time an employee may voluntarily enter the chemical dependency program without fear of disciplinary actions against him.

This Program is designated to provide care and treatment to employees who are in need of rehabilitation. Details concerning treatment any employee receives at this Program shall remain confidential and shall not be released to the public. The employee shall be responsible for the cost of treatment.

No employee shall be relieved or transferred to other than his/her usual duties on the basis of one test result although the employee may be re-evaluated for his/her duty assignment. When undergoing treatment and evaluation employees shall receive the usual compensation and fringe benefits provided at their assigned position.

### **32.7 Right of Appeal**

Each employee has the right to challenge the results of drug or alcohol testing in the same manner that he/she may grieve any managerial action.

### **32.8 Duty Assignment After Treatment**

Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow-up care is prescribed after treatment, this may be a condition of employment. Once treatment and any follow-up care is completed, at the end of two years the records of treatment and positive drug or alcohol test results shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record.

## **ARTICLE 32 – DRUG AND ALCOHOL TESTING (Continued)**

### **32.9 Right of Union Participation**

At any time, the Union, upon request, will have the right to inspect and observe any aspect of the drug and alcohol testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

### **32.10 Union Held Harmless**

This drug and alcohol testing program is solely initiated at the behest of the employer. The Fire Department shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug or alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug or alcohol testing program.

### **32.11 Conflict with Other Laws**

This Article is in no way intended to supersede or waive an employee's federal or state constitutional rights.

## **ARTICLE 33 – DISCIPLINE**

33.1 The Employer may discipline employees in any of the forms listed below:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

The Employer will discipline employees for just cause only and in accordance with the concept of progressive discipline.

Employees who are disciplined pursuant to the terms of this Article may appeal the Employer's disciplinary action through the grievance procedure set forth in Article 6 of this Agreement.

## **ARTICLE 34 – TUITION REIMBURSEMENT**

34.1 Effective January 1, 2000, an employee who has successfully completed a course in the required Apprenticeship Program will be reimbursed for the course upon successful completion. The maximum amount of reimbursement shall be \$1500.00 over the three (3) years of the Apprenticeship Program. Effective January 1, 2001, the maximum amount of reimbursement shall be \$1550.00 over the three (3) years of the Apprenticeship Program.





## APPENDIX A – BIWEEKLY BASE RATES

Salary ranges applicable to titles covered by this Agreement shall be as shown below:

Effective January 1, 2011 (or closest pay period)      0% increase.  
 Effective January 1, 2012 (or closest pay period)      0% increase.

### 2011 - 2012 Salary Schedule

#### FIREFIGHTER TRAINEE

<b>Effective</b>	<b>A</b>
01/01/11	(1) \$1453.46
12/31/11	\$1453.46

#### FIREFIGHTER FIRE INSPECTOR

<b>Effective</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
01/01/11	(1) \$1,816.82	(2) \$2,001.71	(3) \$2,187.82	(4) \$2,275.94	(5) \$2,336.25	(6) \$2,393.49	(7) \$2,525.87	(8) \$2,639.54
12/31/11	\$1,816.82	\$2,001.71	\$2,187.82	\$2,275.94	\$2,336.25	\$2,393.49	\$2,525.87	\$2,639.54

#### FIRE EQUIPMENT OPERATOR

<b>Effective</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
01/01/11	(1) 1,961.15	(2) 2,160.84	(3) 2,361.78	(4) 2,456.98	(5) 2,522.09	(6) 2,583.94	(7) 2,726.92	(8) 2,849.62
12/31/11	1,961.15	2,160.84	2,361.78	2,456.98	2,522.09	2,583.94	2,726.92	2,849.62

**APPENDIX A – BIWEEKLY BASE RATES (Continued)**

**FIRE CAPTAIN**  
**FIRE TRAINING ASSISTANT**

	A	B	C	D	E	F	G	H
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>Effective</b>								
01/01/11	2,141.55	2,359.75	2,579.30	2,683.28	2,754.39	2,822.02	2,978.15	3,112.18
12/31/11	2,141.55	2,359.75	2,579.30	2,683.28	2,754.39	2,822.02	2,978.15	3,112.18

**FIRE/ARSON INVESTIGATOR**

	A	B	C	D	E	F	G	H
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>Effective</b>								
01/01/11	2,279.74	2,512.13	2,745.94	2,856.66	2,932.36	3,004.25	3,170.43	3,313.10
12/31/11	2,279.74	2,512.13	2,745.94	2,856.66	2,932.36	3,004.25	3,170.43	3,313.10

## APPENDIX B – UNIFORM ITEM LIST

	Unit Price
Regulation “West Point” long sleeve police shirt.....	\$ 7.00
Regulation “West Point” short sleeve police shirt.....	\$ 6.45
Ranking Officer’s white uniform shirt, long sleeve, West Point 7500C.....	\$ 6.50
Ranking Officer’s white uniform shirt, short sleeve, West Point 7500C.....	\$ 6.00
Jersey type long sleeve sweat shirt, navy blue - Wilson 8632.....	\$ 3.30
Jersey type 3/4 sleeve sweat shirt, navy blue - Wilson 8632.....	\$ 3.30
Fechheimer Bros. navy blue trousers 32200.....	\$ 8.75
Fechheimer Bros. navy blue trousers 32250.....	\$ 8.25
Jacket - Light weight, waist style Fechheimer #32100.....	\$10.00
Surcoat - Energy 100FD - Sizes 48-50 add 10%, - longs add 10%.....	\$30.75
<b>Parka - Navy - Butwin 111SP</b>	
Regular sizes 34-46.....	\$39.00
Extra sizes 48.....	\$42.90
50.....	\$44.85
52.....	\$49.00
Long.....	\$42.90
Liners for summer uniform fire fighter jacket - Fechheimer Bros. 32704.....	\$ 5.60
SEWING COSTS: No cost when ordered with jacket otherwise.....	\$ 1.00
<b>Caps</b>	
Trooper Cap.....	\$ 4.95
Chiefs Navy-Style Midwest-N.W.....	\$ 6.25
8 pt. Midwest-N.W.....	\$ 4.25
Belts - leather - black - 1.5 inch.....	\$ 1.45
<b>Shoes</b>	
Wedge style oxford - Red Wing shoe #101.....	\$ 4.95
Slip on style oxford - FLOAT-AWAYS #J5347.....	\$15.50
Slip on style oxford - FLOAT-AWAYS #J5318.....	\$14.50
Lace style oxford - FLOAT-AWAYS Z5096.....	\$14.50
Slip on style oxford Weinbrenner 1635.....	\$15.95
Slip on style oxford Weinbrenner 1435.....	\$12.00
Lace style oxford T5152 Mocc toe.....	\$16.50
Lace style oxford Weinbrenner 1225.....	\$16.50
Lace style oxford Weinbrenner 1250.....	\$16.50
<b>Socks</b>	
Munsingwear #40.....	\$ .65
Munsingwear #415 - stretch style.....	\$ .65
Ties - black, 4-in-hand, or snap-on style.....	\$1.00

## APPENDIX C – VACATION/HOLIDAY

The following chart illustrates the total vacation/holiday hours in an alternative format for ease of vacation/holiday hours determination. This chart does not add to or detract from the total hours available as specified in Article 16. This appendix is not subject to Article 6 of this agreement.

In each fiscal year, each Full-time employee shall be granted vacation according to the following schedule:

<u>Years of Service</u>	<u>40 hour Employees</u>
0 - 5 years	104 hours (13 days) (.0518)
After 5 years	144 hours (18 days) (.0692)
After 15 years	192 hours (24 days) (.0923)
After 25 years	200 hours (25 days) (.0962)

For 40 hour employees floating holidays are included in the vacation schedule. Designated holidays shall be handled in accordance with the Salary Plan and Rates of Compensation (St. Paul Ordinance No. 6446).

<u>Years of Service</u>	<u>56 hour Employees</u>
0 - 5 yrs	257.6 hours (10 shifts, 17 hrs, 30 min)*
After 5 yrs	313.6 hours (13 shifts, 1 hr, 30 min)**
After 15 yrs	380.8 hours (15 shifts, 21 hrs)***
After 25 yrs	392.0 hours (16 shifts, 8 hrs)****

For 56 hour employees all floating and designated holidays are included in the vacation schedule. One shift shall be the equivalent of 24 hours.

- \* 4.6 x designated work week
- \*\* 5.6 x designated work week
- \*\*\* 6.8 x designated work week
- \*\*\*\* 7.0 x designated work week

The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subdivision H, unless the contract provisions directly conflict with the Salary Plan. In such cases, the language of the contract shall supercede/replace the conflicting language of the Salary Plan.