JANUARY 1, 2021 – DECEMBER 31, 2022

AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO LOCAL 21

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PREAMBLE

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 tour of duty may vary based on requirements of an assignment, but schedules must be mutually agreed upon by the employee and his/her supervisor. Overtime compensation for employees working under such agreements shall be subject to the provisions of the Fair Labor Standards Act.

The parties acknowledge that the Labor Agreement presently does not restrict management's rights to assign employees, as defined by Section 2.4 of this Agreement, to a tour of duty consisting, as defined by this Section 2.7, as either a 56-hour work week or a 40-hour work week. The parties further acknowledge that an employee's work week is directly related to the application of other terms of the Labor Agreement and that the

Labor Agreement may not address the application of such terms if a suppression employee is assigned to a 40-hour week. In such case, the parties agree to meet and negotiate over the application of these provisions of the Labor Agreement. By making these acknowledgements, neither party waives or limits any of its rights or claims under the existing language of the Labor Agreement or PELRA.

2.8 **Seniority**: Seniority shall be defined as set forth in this section 2.8 as follows:

"Classification Seniority" shall mean the length of employment in a specific classification represented by IAFF Local 21.

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

Sworn Bidding Seniority for Academy Class of 2020
For graduates of the 2020 Fire Academy, Sworn Bidding 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.

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.

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 2 –DEFINITIONS (Continued)

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

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

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.

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.

3.5 The Union supports City goals, policies and practices intended to advance race and gender equity, reverse disparity trends and eliminate systemic racism to achieve fair, just and equitable opportunities and outcomes for all people.

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).

ARTICLE 4 – SECURITY (Continued)

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. Disciplinary actions may be appealed to either the Civil Service Commission or to an arbitrator. In the case of disciplinary action, employees pursuing an appeal to the Civil Service Commission have five (5) working days from the date of notice to file a written request for a hearing.

Nothing in this Article precludes employees from pursuing whatever recourse they may have under the terms of the Veterans Preference Act. Pursuant to Minn. Stat. §197.46, a veteran separated from employment has thirty (30) calendar days to request a hearing over the reasonableness of the EMPLOYER'S action.

An employee instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, the Saint Paul Civil Service Commission, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

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.

ARTICLE 6 – EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE (Continued)

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 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.

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.

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.

The Union shall have thirty (30) calendar days from the time it provides notice of its intent to pursue arbitration to request a list of arbitrators from the Bureau of Meditation Services. Failure to request the list within 30 days of the notice shall result in the grievance being considered waived.

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 for the sworn positions 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 five (5) 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 five (5) 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 **Seniority**
For the purposes of this Agreement seniority shall be defined as provided in Section 2.8. The Union recognizes management's unfettered right to select and appoint people to titles represented by this bargaining unit.

10.2 **Seniority Lists**
The department shall maintain at all times during this Agreement seniority lists by department.

10.3 **Loss of Seniority**
An Employee will lose acquired *Classification Seniority and Sworn Bidding 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. 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, Sworn Bidding Seniority shall continue to be used for the purposes of bidding for positions and vacations within sworn job classifications. Classification Seniority shall be used for the purposes of bidding for vacations within the non-sworn classifications.

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 thirty (30) consecutive calendar days will be by platoon seniority.

10.5 (2) Reduction in rank for more than thirty (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.

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, 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 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 Sworn Bidding 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 paramedic with the most Sworn Bidding Seniority 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. The Employer shall fill the position with any Fire Equipment Operator that has bid for the position without regard to seniority.

c) Three Firefighter positions will be assigned on each rescue squad. Two Firefighters assigned to one of these positions shall be designated to remain for a maximum of five years. The third Firefighter shall not be subject to the five (5)-year limit. The Captain of the squad shall designate the Firefighter who is not subject to the five (5)-year limit. 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.

d) Squad 3 may operate with four (4) employees at management's discretion.

10.6 (10) When an employee has been determined by his/her treating physician to be permanently unfit to perform the duties of fire suppression, the employee's bid spot will be treated as "open" for bid under the provisions of Section 10.6. If the employee's treating physician fails to cooperate by rendering a decision, the employer may select a health professional to make the determination. Except with regard to removal from his/her bid assignment, the posting of such an employee's position under these circumstances shall not limit or abridge the employee's contractual or statutory rights or benefits regarding his/her employment.

ARTICLE 10 – SENIORITY (Continued)

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.

(a) Employees working a voluntary overtime shift shall be paid at the rate of one and one-half (1.5) times the base rate plus any applicable premiums according to Article 31 for the work being performed, regardless of the employee's certified title.

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

ARTICLE 12 – CALL BACK (Continued)

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 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 thirty (30) hours per week or the twelve (12) month period preceding the annual open enrollment or special enrollments or the employment period preceding initial eligibility.

14.3 Effective **January 2021**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

Choice Passport Plan:
2020 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2021, after any plan design changes; employees shall be responsible for the 2020 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2021, after any plan design changes.

Based on a 3.5% premium increase, this results in the following Employer contributions:

Single: $671.62, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2020 Wellness Program). Employee share: $16.88/month.

Family: $1580.76, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per in a VEBA for completion of 2020 Wellness Program). Employee share: $216.72/month.

Elect Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2021; or the actual cost of the Elect Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

Single: $640.84, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2020 Wellness Program). Employee share: $0.00/month.

Family: $1580.76, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2020 Wellness Program). Employee share: $92.92/month.

ACO Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2021; or the actual cost of the ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

Single: $620.54 plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2020 Wellness Program). Employee share: $0.00/month.

Family: $1580.76, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2020 Wellness Program). Employee share: $39.88 /month.

Passport Copay Plan:
Single: $398.88 (Employee share: $481.08 /month)
Family: $748.22 (Employee share: $1560.02/month)

Effective **January 2022**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

Choice Passport Plan:
2021 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2022, after any plan design changes; employees shall be responsible for the 2021 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2022, after any plan design changes.

Based on a 3.5% premium increase, this results in the following Employer contributions:

Single: $691.46 plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2021 Wellness Program). Employee share: $21.08 /month.

Family: $1632.66, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2021 Wellness Program). Employee share: $227.72 /month.

Elect Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2022; or the actual cost of the Elect Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

Single: $663.26, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2021Wellness Program). Employee share: $0.00/month.

Family: $1632.66 plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2021 Wellness Program). Employee share: $99.58 /month.

ACO Plan:

The lesser of the Employer's contribution for the Choice Passport Plan for 2022; or the actual cost of the ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

Single: $642.26, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2021 Wellness Program). Employee share: $0.00/month.

Family: $1632.66, plus $135 quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2021Wellness Program). Employee share: $44.70/month.

Passport Copay Plan:

Single: $398.88 (Employee share: $511.88/month)
Family: $748.22 (Employee share: $1640.80/month)

14.4 **Cafeteria Plan Requirements**

(1) Under the cafeteria plan full-time, benefit eligible employees, (i.e. thirty (30) hour/week or more) will automatically be granted employee life insurance in an amount of $10,000. The City will contribute the cost of the $10,000 mandatory life insurance.

(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.

14.5 **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)

14.6 **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 dependents 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:

(1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.
(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.

14.7 **Retiree Insurance**

Employees who retire must meet the following conditions in order to be eligible for the Employer contributions listed in Articles 14.8 through 14.11 below toward a health insurance plan offered by the Employer:

(1) Be receiving benefits from a public employee retirement act covering employees of the City of Saint Paul at the time of retirement, and
(2) Have severed his/her relationship with the City of Saint Paul under one of the retiree plans, and
(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
(4) Have severed his/her relationship with the City of Saint Paul for reasons other than an involuntary termination for misconduct.

14.8 **Early Retirees**

This Article shall apply to employees who:

(1) Were appointed on or before December 31, 1995, and
(2) Have not attained age sixty-five (65) at retirement, and

(3) Meet the terms set forth in Article 14.7 above, and
(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 14.10 shall apply.

14.9 This Article shall apply to employees who:

(1) Were appointed on or after January 1, 1996, and
(2) Have not attained age sixty-five (65) at retirement, and
(3) Meet the terms set forth in Article14.7 above, and
(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 14.11 shall apply.

14.10 **Regular Retirees (Age 65 and over)**
This Article shall apply to employees who:

(1) Were appointed prior to January 1, 1996, and
(2) Have attained age sixty-five (65) at retirement, and
(3) Meet the terms set forth in Article14.9 above, and
(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 14.8 when such early retiree attains age 65.

14.11 This Article shall apply to employees who:

(1) Were appointed on or after January 1, 1996, and
(2) Have attained age sixty-five (65) at retirement, and
(3) Meet the terms set forth in Article14.7 above, and
(4) Select a health insurance plan offered by the Employer.

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.

ARTICLE 14 – INSURANCE (Continued)

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 The contributions indicated in Article 14 shall be paid to the Employer's third party administrator or designated representative.

14.13 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.

14.14 Employees who were appointed on or after December 31, 2007, shall not be eligible to receive the Employer contributions described in Articles14.7 – 14.13. 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.

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 (40) 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 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).

Effective **January 1, 2022**, in each fiscal year, for employees who work a forty (40) hour schedule, vacation shall be granted as follows:

ARTICLE 16 – VACATION/HOLIDAYS (Continued)

Years of Service	40-Hour Employees
1st year thru 5th year	104 hours *
6th year thru 15th year	144 hours **
16th year and beyond	200 hours ***

* 2.6 x designated work week
** 3.6 x designated work week
*** 5.0 x designated 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.

Effective **January 1, 2022**, in each fiscal year, for employees who work a fifty-six (56) hour work schedule vacation shall be granted as follows:

Years of Service	56-Hour Employees
1st year thru 5th year	268.8 hours *
6th year thru 15th year	324.8 hours **
16th year and beyond	403.2 hours ***

* 4.8 x designated work week
** 5.8 x designated work week
*** 7.2 x designated 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 supersede/replace the conflicting language of the Salary Plan.

When an employee is assigned from a 56-hour work schedule to a position with a 40-hour work schedule, their current vacation balance will be divided by 1.4, and for each remaining holiday remaining for the payroll year, an additional 8 hours will be subtracted. When an employee is assigned from a 40-hour work schedule to a 56-hour work schedule, their vacation balance will have 8 hours added for each remaining holiday during the payroll year and will then be multiplied by 1.4.

ARTICLE 16 – VACATION/HOLIDAYS (Continued)

16.2 Effective January 1, 2007, vacation accrual shall be based on employment date. 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, Juneteenth Day, July 4th, 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.

Effective January 1, 2019, New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day are considered major holidays.

16.5(1) If an employee entitled to a holiday is required to work on New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, the Day after Thanksgiving or Christmas Day he/she shall be recompensed for work done on this day by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such hours worked, in addition to his/her regular holiday pay.

16.6 **Vacation Sell Back**
Employees may request compensation in cash for up to four (4) days (96 hours for 56 hour employees, 32 hours for 40 hour employees) of accrued, unused vacation within each calendar 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 calendar year will prohibit the use of 16.6 above.

ARTICLE 16 – VACATION/HOLIDAYS (Continued)

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. The Union may carry over up to a total of five hundred (500) hours of unused Release Bank time annually. Hours in excess of the five hundred (500) hour limit will be forfeited.

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.

Effective **January 1, 2022**, Article 17.1 shall be amended as follows:

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. 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.

ARTICLE 17 – TOUR OF DUTY HOLIDAY (Continued)

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) 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.

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 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. Sick leave shall accrue at the rate of .0462 per hour for all employees.

19.2 If an employee has an accumulation of sick leave credits in excess of one hundred sixty-two days, he/she may convert any part of such excess to vacation at the rate of one-half days' vacation for each day of sick leave credit. No employee may convert more than ten (10) days of sick leave in each calendar year under this provision. For employees hired after **December 31, 2007**, who convert sick leave under this Section, the Employer will contribute to the employee's PEHP an amount equal to 50% of the employee's regular hourly rate times the number of hours so converted in lieu of conversion of the hours to vacation.

19.3 In the case of a serious illness or disability of an employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, 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. The employer may limit the use of sick leave for absences due to an illness or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to no less than 160 hours (224 hours for an employee on a 56-hour per week schedule) in any 12-month period.

ARTICLE 19 – SICK LEAVE AND PARENTAL LEAVE (Continued)

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.

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.

19.6 Whenever an employee is assigned from a 24-hour shift assignment to an assignment for which the normal work week is 40 hours, the number of hours in his/her sick leave bank will be converted by dividing the number of hours by 1.4. Whenever an employee is assigned from an assignment for which the normal work week is 40 hours to a 24-hour shift assignment, the number of hours in his/her sick leave bank will be converted by multiplying the number of hours by 1.4.

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.

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, 2021**, the clothing allowance shall be seven hundred twenty-four dollars and eighty-one cents ($724.81). 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. **January 1, 2022**: $742.93

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 2021 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 2021 clothing allowance for new employees shall be four hundred seventy-six dollars and twenty-nine cents ($476.29). **January 1, 2022**: $488.20

ARTICLE 24 – UNIFORM ALLOWANCE AND UNIFORM ITEM LIST (Continued)

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.

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 800 hours of sick leave credits at the time of his/her separation from service.

26.3 An employee meeting the requirements set forth above will be granted severance pay in the amount subject to a maximum as shown below based on the number of years of service with the City.

Years of Service With the City At Least	Maximum Severance Pay
20	$10,000
21	$11,000
22	$12,000
23	$13,000
24	$14,000
25	$15,000

ARTICLE 26 – SEVERANCE PAY (Continued)

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.

Effective the signing date of the 2016-2017 contract:

(1) Any employee who is a member of this bargaining unit who:
   a. Was hired by the City between July 11, 1990 and June 4, 1996
   b. Has an accumulated balance of at least two thousand four hundred fifty (2,450) hours of sick leave credits; and
   c. Has at least twenty-five (25) years of service at the time of his/her separation from service, or who separated by reason of being ruled disabled and at the time of disability separation has at least twenty (20) years of service and begins drawing a disability pension

   Shall be granted severance pay in the amount of thirty thousand dollars ($30,000).

(2) Any employee who is a member of this bargaining unit who:
   a. Was hired by the City between June 5, 1996 and December 31, 2007;
   b. Has an accumulated balance of at least two thousand two hundred forty (2,240) hours of sick leave credits; and
   c. Has at least twenty-five (25) years of service at the time of his/her separation from service, or who separated by reason of being ruled disabled and at the time of disability separation has at least twenty (20) years of service and begins drawing a disability pension

   Shall be granted severance pay in the amount of thirty thousand dollars ($30,000).

(3) Any employee who is a member of this bargaining unit who:
   a. Was hired by the City on or after January 1, 2008;
   b. Has an accumulated balance of at least two thousand one hundred (2,100) hours of sick leave credits; and
   c. Has at least twenty-five (25) years of service at the time of his/her separation from service, or who separated by reason of being ruled disabled and at the time of disability separation has at least twenty (20) years of service and begins drawing a disability pension

   Shall be granted severance pay in the amount of thirty thousand dollars ($30,000).

The $30,000 severance payout shall be made in one payout in February of 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.

ARTICLE 26 – SEVERANCE PAY (Continued)

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 physically incapacitated Employee in a sworn classification who is unable to perform normal work duties may be assigned at the direction of the department head to perform the duties of Fire Arson Investigator* or Fire Training Assistant. Such Employees so assigned by the department head will receive their regular rate of pay for the period of their incapacitation.

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 Arson 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 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.

ARTICLE 27 – INCAPACITATION - INJURY OR ILLNESS (Continued)

Employees who are declared unable to return to work by a physician will be allowed to maintain this benefit for a maximum of sixty (60) days following the determination.

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 superseded 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 Effective **January 1, 2015**, the premium pays as defined in this Article 31 shall be limited to employees covered by this agreement who have at least one (1) year of service with the Department. The Employer reserves the right to pay such premiums to employees with less than one year 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.

Effective January 1, 2019 the following premiums shall apply:

14.4% after 5 years in program
15.4% after 10 years in program
16.4% after 15 years in program

Effective **January 1, 2022** the following "Unassigned Paramedic" premium shall apply to employees certified as a paramedic but who are not assigned to an advanced life support unit:

5 – 10 years:	10.4%
10 – 15 years:	11.4%
15 years +:	12.4%

31.3 **Premium Pay for Sworn EMT**
All employees in all sworn 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 sworn 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. Effective January 1, 2019, this rate shall increase to eight and one quarter percent (8.25%) of his/her base rate.

Employees in a sworn job classification who are 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 in a sworn job classification who have satisfactorily completed all required EMT training shall be eligible for such assignment and pay differential.

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. When a sworn employee is promoted while assigned to a paramedic engine company, it shall not be considered a break in service if there are no open positions available at the time of promotion, as long as the employee bids to the first available position on a paramedic engine company, or after a period of six months, whichever occurs sooner.

Effective **January 1, 2022**, Firefighters, Fire Equipment Operators and Captain EMT's with five (5) consecutive years assigned to a paramedic engine company, shall be paid a differential of ten and one quarter percent (10.25%) of his/her base rate. Article 31.5 shall not apply to this ten and one quarter percent (10.25%) differential. When a sworn employee is promoted while assigned to a paramedic engine company, it shall not be considered a break in service if there are no open positions available at the time of promotion, as long as the employee bids to the first available position on a paramedic engine company, or after a period of six months, whichever occurs sooner.

31.4 **Premium Pay for Hazardous Materials**

31.4 (a) **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.

Effective **January 1, 2021** (closest pay period), the following 31.4(b) shall be incorporated:

31.4 (b) **Premium Pay for Arson Investigation**

Any employee who is a certified Arson Inspector and is assigned as the designated Arson Inspector, shall be paid a differential of three (3.0%) of his/her base rate. If the employee is assigned as a designated Arson Inspector per this Article 31.4(b), Article 31.6 below shall not apply.

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 **Drug and Alcohol Testing**
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. The City will comply with Minnesota's Drug and Alcohol Testing in the Workplace Act §§ 181.950 et seq. ("DATWA"). 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 through a rehabilitation or counseling program for treatment for chemical dependence pursuant to DATWA. 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 and alcohol testing policy, provided with a copy of the policy and required to sign an acknowledgement of receipt 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 the consequences of testing positive for drug or alcohol use. All tests shall be administered according to standards listed in DATWA; § 181.953, subdivision 1. All newly hired employees will be provided with this information on their initial date of hire.

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 not result in the elimination of the test results, provided the testing procedures complied with DATWA.

32.4 Test sample 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 pursuant to DATWA. Upon request, an employee shall be entitled to the presence of a union representative before testing is administered, provided it does not unreasonably delay testing.

32.5 **Testing Procedures**
All samples shall be tested for a finding of the presence of alcohol, drugs or their metabolites in the sample tested in levels at or above the threshold detection levels set by Minnesota Drug and Alcohol Testing in the Workplace Act (DATWA).

Any sample which has been adulterated or is shown to be a substance other than urine shall be reported as such.

Testing shall be conducted in a manner to ensure 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 sample tests positive for illicit drugs shall be medically evaluated, counseled and treated for rehabilitation, as determined by the City after consultation with a trained chemical dependency counselor or physician.

Details concerning treatment any employee receives a drug or alcohol counseling or rehabilitation 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 pursuant to DATWA.

32.8 **Duty Assignment After Treatment**
Once an employee successfully completes rehabilitation pursuant to DATWA 181.953 Subdivision 10, he/she shall be returned to his/her regular duty assignment. Rehabilitation is not successfully completed where an employee refuses to participate in counseling or rehabilitation program, the employee withdraws from a drug counseling or rehabilitation program prior to completion or employee has a positive confirmatory test after completion of a rehabilitation program. 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.

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.

ARTICLE 32 – DRUG AND ALCOHOL TESTING (Continued)

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, 2001, 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 $1550.00 over the three (3) years of the Apprenticeship Program.

ARTICLE 35 – BEREAVEMENT LEAVE

35.1 Employees who normally work a 40-hour work week shall be entitled to three (3) work days per calendar year for paid Bereavement Leave. Employees who normally work a 24-hour shift shall be entitled to two (2) work days per calendar year for paid Bereavement Leave. Paid Bereavement Leave may be used by an employee in the case death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild or other person who is a member of the household.

35.2 The preceding paragraph specifies the maximum paid Bereavement Leave that may be used in a calendar year. Unused Bereavement Leave shall not carry over from year to year.

35.3 Additional time off in the event of death of an employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or other person who is a member of the

ARTICLE 35 – BEREAVEMENT LEAVE (Continued)

household shall be charged to the employee's accrued sick leave. Any additional time off must be approved by the department head.

35.4 Bereavement Leave may only be used for those days when an employee has been previously scheduled to work during the requested leave time.

35.5 The Department reserves the right to request appropriate documentation relating to the death at issue prior to granting Bereavement Leave. Such request for documentation shall not be subject to the provisions of Article 6 (Grievance Procedure).

35.6 This Article supersedes any and all Civil Service Rules relating to utilization of paid leave for purposes stated in this article.

ARTICLE 36 – FITNESS FOR DUTY – PSYCHOLOGICAL/PHYSICAL EVALUATIONS

36.1 **Psychological and Physical Examinations.** No employee shall be referred to any psychiatric, psychological or physical testing or examination unless the City has reasonable cause, as established under the circumstances described below. Notice of such referral shall be made in writing to the employee stating in full the reasons for said referral.

When an employee is referred for a psychological, ~~or~~ psychiatric, or physical fitness for duty examination, such examination shall be conducted by one of the professionals selected by the employee from a panel established by mutual agreement between the City and Local 21.

The panel for psychological examinations shall consist of not less than three (3) licensed psychiatrists or psychologists (the "Medical Professional") who have expertise regarding psychological or emotional disorders and who are qualified to opine as to the employee's fitness to engage in firefighting duties. The panel for physical examinations shall consist of not less than three (3) licensed occupational health physicians (the "Medical Professional") who have expertise regarding occupational health and who are qualified to opine as to the employee's fitness to engage in firefighting duties. If the employee fails to select a Medical Professional from the panel and schedule an initial appointment within ten (10) days of the notice of referral, the City may select the medical Professional from the panel.

The decision of the Medical Professional shall be final and binding on the parties as to the fitness for duty of the employee. The cost of the examination shall be paid by the City.

The City agrees that it will limit the documentation it obtains from the examination to the Medical Professional's medical conclusion as to whether that employee is fit for duty. The City agrees to maintain the information noted above in strict confidentiality subject to the requirements of the Minnesota Government Data Practices Act.

At such time as the City determines that an employee shall be required to submit to a fitness for duty evaluation and during the time the evaluation is pending, the City shall reassign the employee to other duties or place the employee on paid administrative leave.

However, such assignment or pay status may be revoked or discipline imposed if the employee fails to cooperate with the City or the Medical Professional including any failure to provide documentation or waivers deemed necessary by the Medical Professional in order to prepare the fitness for duty examination under these provisions.

After an employee who has been found to be not fit for duty has exhausted his/her incapacitation benefits under Article 27 and any sick leave, vacation, and compensatory time banks, the City in its sole discretion, shall either assign the employee to a limited duty assignment or place the employee on an unpaid medical leave of absence. Such unpaid medical leave of absence shall last not less than two (2) years.

FMLA benefits shall run from the date employee has been determined to be not fit for duty. The employee shall be entitled to return to his/her last held rank if, prior to the expiration of the leave of absence, the Medical Professional who originally made the finding that the employee was not fit for duty determines that the employee has regained his/her ability to perform the essential functions of the job.

If the Medical Professional who originally made the finding that the employee was not fit for duty is no longer licensed to practice in the State of Minnesota, such determination of rehabilitation and fitness to return to work may be made by any Medical Professional currently on the panel. In the event of reinstatement, the City shall pay for the cost of any training or certification necessary for the employee to return to active duty as a fire fighter.

36.2 **Circumstances Permitting Referral for Psychological Examination.** The City may require an employee to be examined where there exists a reasonable cause to believe, based upon specific observations and facts and rational inferences drawn from those observations and facts, that the employee may be suffering from a mental condition and such condition prevents the employee from effectively performing the essential job duties or poses a threat to the health and safety of the employee or others. Such reasonable suspicion must be based upon the observations of at least two supervisors or co-workers who have first-hand knowledge or upon reliable information provided to a supervisor that employee is currently exhibiting conduct which reasonably demonstrates that the aforementioned circumstances exists. However, before making the referral, the Chief or his/her designee shall verify the validity of the circumstances by meeting with the employee or conducting an investigation as to the factual basis of the alleged conduct.

36.3 **Circumstances Permitting Referral for Physical Examinations.** The Chief or Assistant Chief of the Fire Department may require an employee to be examined under this article in the circumstances described below:

36.3(a) Where there exists a reasonable cause to believe, based upon specific observations and facts and rational inferences drawn from those observations and facts, that the employee may be suffering from a physical condition and such condition prevents the employee from effectively performing the essential job duties or poses a threat to the health and safety of the employee or others. Such reasonable suspicion must be based upon the observations of at least two supervisors or co-workers who have first-hand knowledge or upon reliable information provided to a supervisor that employee is currently exhibiting

conduct which reasonably demonstrates that the aforementioned circumstances exist. However, before making the referral, the Chief or his/her designee shall verify the validity of the circumstances by meeting with the employee or conducting an investigation as to the factual basis of the alleged conduct.

36.3(b) Where an employee is returning to active service after a leave of absence without pay or similar absence or where the employee has been outside of the Department's observation or control for a period longer than six (6) calendar months.

36.3(c) Where an employee is returning to active service after a serious illness, injury or medical condition whether or not the employee's personal physician has placed restrictions on the employee's job-related activities.

36.3(d) Where an employee has been involved in an incident where the potential for physical trauma to the employee was significant.

36.3(e) Where the employee contends he/she is not medically fit for duty.

36.4 **Employee Right to Grieve.** Nothing herein shall limit or otherwise modify the rights of an employee to file for a grievance arbitration to challenge the basis upon which the Chief relied in making the referral for the physical or psychological evaluation before the employee shall be required to submit to a psychological fitness for duty evaluation as established by the Minnesota Court of Appeals in Hill v. City of Winona. The processing of the grievance arbitration should be completed within sixty (60) days, if at all possible. If after the grievance is resolved or arbitrated and the cause for referral is upheld, the employee must sign all necessary releases and fully cooperate with the fitness for duty examination or be subject to disciplinary action.

36.5 **Adverse Findings; Documentation.** Where it is determined that an employee is not fit for duty, the examining physician shall prepare a written report which includes the following:

(a) A specific diagnosis of the employee's condition and the reasons why such problem renders the employee unfit for duty;

(b) A statement as to whether the employee, with reasonable accommodation, is able to perform the essential functions of the job;

(c) A specific treatment plan, if any; and

(d) A prognosis for recovery and a schedule concerning re-examination.

The employee shall sign an appropriate release in order to authorize the doctor to disclose to the Chief whether the employee is fit for duty and, if not, the information specified in (a), (b) and (d), above. A copy of the examining physician's written report shall be

ARTICLE 36 – FITNESS FOR DUTY – PSYCHOLOGICAL/PHYSICAL EVALUATIONS (Continued)

provided to the employee unless the examining physician or other licensed medical provider documents with reasonable specificity that disclosure of the information in the report is likely to cause harm to the employee or to others. In such cases, the information shall be handled and/or disclosed in a manner consistent with prevailing medical and/or legal authority.

36.6 **No Conflict With Workers' Compensation Laws.** Nothing in this Section shall be construed to be in conflict with any rights or obligations of the City or employee under applicable Workers Compensation laws or regulations. If such conflict arises, the Workers Compensation laws and regulations shall prevail.

36.7 **Consent under the Minnesota Human Rights Act.** If the above provisions are complied with, the employee is deemed to have consented to this examination under the Minnesota Human Rights Act.

ARTICLE 37 – DURATION OF AGREEMENT

37.1 Unless otherwise specifically noted herein, this Agreement is effective the date of signing by the Employer and the Union and shall continue in full force and effect through the 31st day of December, 2022 and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Minnesota Public Employment Labor Relations Act of 1984. Retroactive pay adjustments shall apply to all employees of the bargaining unit who are active employees on the date of signing of the agreement except those who have been terminated for cause.

WITNESSES:

CITY OF SAINT PAUL

5/13/22

Jason Schmidt — Date
Labor Relations Manager

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 21

5/13/22

Michael Smith, President — Date

APPENDIX A – HOURLY BASE RATES

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

*All rates are closest pay period

Effective **January 1, 2021**: 1.0% ATB
Effective **January 1, 2022**: 2.0% ATB
Effective **July 1, 2022**: 0.5% ATB

2021-2022 Salary Schedule
(40 Hour/56 Hour Rates)

EMERGENCY MEDICAL TECHNICIAN (New Title and Grade effective 4/27/2019)

	A	B	C	D	E	F	G	H
	Start	14-mo	3-yr	5-yr	7-yr	10-yr	15-yr	20-yr
Effective	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01/02/2021	$19.11	$20.16	$21.32	$22.59	$23.87	$25.14	$26.42	$27.59
01/01/2022	$19.49	$20.56	$21.75	$23.04	$24.35	$25.64	$26.95	$28.14
07/02/2022	$19.59	$20.66	$21.86	$23.16	$24.47	$25.77	$27.08	$28.28

FIREFIGHTER TRAINEE

	A
	Start
Effective	(1)
01/02/2021	$22.57
01/01/2022	$23.02
07/02/2022	$23.14

FIREFIGHTER
FIRE INSPECTOR

	A	B	C	D	E	F	G	H
	Start	14-mo	3-yr	5-yr	7-yr	10-yr	15-yr	20-yr
Effective	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01/02/2021	$29.53	$31.11	$33.99	$35.37	$36.30	$37.20	$39.25	$41.03
56 Hour	$21.10	$22.21	$24.30	$25.26	$25.94	$26.57	$28.04	$29.31
01/01/2022	$30.12	$31.73	$34.67	$36.08	$37.03	$37.94	$40.04	$41.85
56 Hour	$21.52	$22.65	$24.79	$25.77	$26.46	$27.10	$28.60	$29.90
07/02/2022	$30.27	$31.89	$34.84	$36.26	$37.22	$38.13	$40.24	$42.06
56 Hour	$21.63	$22.76	$24.91	$25.90	$26.59	$27.24	$28.74	$30.05

APPENDIX A – HOURLY BASE RATES (Continued)

FIRE EQUIPMENT OPERATOR

	A	B	C	D	E	F	G	H
	Start	14-mo	3-yr	5-yr	7-yr	10-yr	15-yr	20-yr
Effective	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01/02/2021	$30.47	$33.58	$36.70	$38.18	$39.20	$40.15	$42.38	$44.29
56 Hour	$21.77	$24.00	$26.24	$27.28	$28.01	$28.67	$30.27	$31.64
01/01/2022	$31.08	$34.25	$37.43	$38.94	$39.98	$40.95	$43.23	$45.18
56 Hour	$22.21	$24.48	$26.76	$27.83	$28.57	$29.24	$30.88	$32.27
07/02/2022	$31.24	$34.42	$37.62	$39.13	$40.18	$41.15	$43.45	$45.41
56 Hour	$22.32	$24.60	$26.89	$27.97	$28.71	$29.39	$31.03	$32.43

FIRE CAPTAIN
FIRE TRAINING ASSISTANT

	A	B	C	D	E	F	G	H
	Start	14-mo	3-yr	5-yr	7-yr	10-yr	15-yr	20-yr
Effective	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01/02/2021	$33.28	$36.67	$40.08	$41.69	$42.79	$43.85	$46.27	$48.37
56 Hour	$23.78	$26.22	$28.63	$29.77	$30.58	$31.34	$33.08	$34.56
01/01/2022	$33.95	$37.40	$40.88	$42.52	$43.65	$44.73	$47.20	$49.34
56 Hour	$24.26	$26.74	$29.20	$30.37	$31.19	$31.97	$33.74	$35.25
07/02/2022	$34.12	$37.59	$41.08	$42.73	$43.87	$44.95	$47.44	$49.59
56 Hour	$24.38	$26.87	$29.35	$30.52	$31.35	$32.13	$33.91	$35.43

FIRE/ARSON INVESTIGATOR

	A	B	C	D	E	F	G	H
	Start	14-mo	3-yr	5-yr	7-yr	10-yr	15-yr	20-yr
Effective	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
01/02/2021	$35.42	$39.04	$42.66	$44.39	$45.57	$46.69	$49.27	$51.48
56 Hour	$25.30	$27.91	$30.47	$31.70	$32.54	$33.35	$35.19	$36.80
01/01/2022	$36.13	$39.82	$43.51	$45.28	$46.48	$47.62	$50.26	$52.51
56 Hour	$25.81	$28.47	$31.08	$32.33	$33.19	$34.02	$35.89	$37.54
07/02/2022	$36.31	$40.02	$43.73	$45.51	$46.71	$47.86	$50.51	$52.77
56 Hour	$25.94	$28.61	$31.24	$32.49	$33.36	$34.19	$36.07	$37.73

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
Parka - Navy - Butwin 111SP	
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
Caps	
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
Shoes	
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
Socks	
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:

Years of Service	40 hour Employees
0 - 5 years	104 hours (13 days) (.0500)
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).

Years of Service	56 hour Employees
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

Effective **January 1, 2022**, in each fiscal year, each Full-time employee shall be granted vacation according to the following schedule:

Years of Service	40 hour Employees
0 - 5 years	104 hours (13 days) *
After 5 years	144 hours (18 days) **
After 15 years	200 hours (25 days) ***

* 2.6 x designated work week
** 3.6 x designated work week
*** 5.0 x designated work week

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).

APPENDIX C – VACATION/HOLIDAY (Continued)

Years of Service	56 hour Employees
0 - 5 yrs	268.8 hours*
After 5 yrs	324.8 hours**
After 15 yrs	403.2 hours***

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

* 4.8 x designated work week
** 5.8 x designated work week
*** 7.2 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 supersede/replace the conflicting language of the Salary Plan.