

AGREEMENT
between the
CITY OF DULUTH
and
LOCAL 101
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
1984-1985

EXHIBIT 3

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THIS AGREEMENT, dated the _____ day of _____, 1985, is entered into by and between the CITY OF DULUTH, hereinafter called the "Employer", and LOCAL 101, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter called the "Union".

ARTICLE 1 - PURPOSE OF AGREEMENT

1.1 The intent and purpose of this Agreement is to:

A. Establish certain hours, wages and other terms and conditions of employment, and

B. Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.

1.2 The Employer and the Union, through this Agreement, continue their dedication to the highest quality fire protection to the citizens of Duluth. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - DEFINITIONS

2.1 Administrative Assistant means the Administrative Assistant to the Mayor of the City of Duluth.

2.2 Annual Pay means the employee's basic monthly pay added to his longevity award as provided for in Article 14, his public service duty and E.M.T. allowance as provided for in Article 15, and his educational credit allowance as provided for in Article 16, multiplied by 12.

2.3 Appointing Authority means the Administrative Assistant, Chief, or acting Chief.

2.4 Assignment, means an instruction from the employer to an employee directing the employee to perform work in the same department and in the same job classification.

2.5 Basic Hourly Rate means the employee's basic monthly pay plus longevity, E.M.T. pay and Public Service Duty allowance multiplied by 12, and divided by the number of hours in 26 equal and uniform pay periods in each year for employees whose normal work week is fifty-six (56) hours, or divided by 8 times the number of calendar days in the year, excluding Saturdays and Sundays, for employees whose normal work week is forty (40) hours.

2.6 Basic Monthly Pay means the employee's monthly salary provided for in Appendix I of this Agreement, but does not mean monthly compensation.

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

2.8 Chief means the Chief of the Duluth Fire Department.

2.9 Continuously employed means a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by authorized leave of absence, sick leave, vacation or military leave of absence, absence due to injury compensable under worker's compensation, or for a period, not to exceed two years, while on long-term disability.

2.10 Day means for sick leave and holiday purposes a period of twelve (12) consecutive hours for employees whose normal work week is fifty-six (56) hours and eight (8) hours for employees whose normal work week is forty (40) hours.

2.11 Demotion -- instruction from employer to employee that the employee shall work in a different job classification, which classification is in a lower salary range than the one the employee had been in before receiving the instruction.

2.12 Emergency means situations so defined by the Chief or an authorized person acting in his absence.

2.13 Employee means a member of the formally recognized bargaining unit represented by the Union and defined as a public employee in Minnesota Statutes.

2.14 Fire Department means the Duluth Fire Department.

2.15 Grievance means a dispute or disagreement as to the interpretation or application of the terms of this agreement.

2.16 Grievance Committee means not more than three (3) members of the Union designated by the Union to process grievances.

2.17 Non-duty disability - a physical condition which renders an employee incapable of performing work assigned to him or her by the employer, and which is not compensable under the worker's compensation law.

2.18 Personnel Director means the Director of Personnel of the City of Duluth.

2.19 Position - a job which the employer has determined shall be performed by one person in a single job classification.

2.20 Secretary means the Secretary of the Civil Service Board as defined by Chapter 13 of the Duluth City Code.

2.21 Shift means an eight (8) hour work period for personnel whose normal work week is forty (40) hours and a twenty-four (24) hour work period for personnel whose normal work week is fifty-six (56) hours.

A. Afternoon shift means a shift starting between 1:30 p.m. and 9:30 p.m.

B. Night shift means a shift starting between 9:30 pm and 5:30 am.

2.22 Work group means the "A", "B" or "C" Shift.

ARTICLE 3 - RECOGNITION

3.1 The Employer recognizes the Union as the exclusive bargaining representative of all personnel working in the job classifications listed in Appendix I of this Agreement.

ARTICLE 4 - DUES CHECKOFF

4.1 The Employer shall deduct each payroll period an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by the Union. The Union shall indemnify and hold harmless the employer for and from any claims for wrongful dues deduction which is occasioned by Union action or neglect.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 The Employer and Union recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Fire Department and to meet its obligations under federal, state and local law, such rights to include, but not be limited to those rights specified in Minnesota Statutes, 1971, Section 179.66, Subd 1; the right to direct the working forces; to plan, direct and control all the operations of the Fire Department; to determine the methods, means, organization and number of personnel by which such operation and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 6 - SAVINGS CLAUSE

6.1 This Agreement is subject to the Laws of the United States and the State of Minnesota, and the Charter of the City of Duluth. In the event any provision of this Agreement shall be held to be contrary to such laws 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 provision shall be renegotiated at the request of either party.

ARTICLE 7 - HOURS OF WORK

7.1 For employees assigned to work a 56-hour schedule, including those working in the positions of Assistant Fire Chief, Fire Captain, Fire Equipment Operator and Fire Fighter the normal work week shall be an averaged fifty-six (56) hours. Such work week shall be based on scheduled twenty-four (24) hour shifts; provided, however, that the normal work week for such employees may exceed an averaged fifty-six (56) hours over the period of a calendar year when such excess hours result from use by the Employer of a schedule making use of a three (3) platoon system, with each platoon scheduled to work eight (8) twenty-four (24) hour shifts in a twenty-four (24) day cycle.

7.2 For employees assigned to work a 40-hour schedule, including those working in the positions of Equipment Master, Fire Inspector, Fire Marshal, Deputy Fire Marshal, Fire Equipment Mechanic, and for employees assigned to the Emergency Communications Center or to the shop section of the Fire Department, or assigned to work in the Fire Department training office or Fire Prevention office, the normal work week shall be an averaged forty (40) hours and the normal work day shall be eight (8) hours.

ARTICLE 8 - SALARY PROGRESSION

8.1 Effective January 1, 1984, the monthly salaries shall be as indicated in Appendix I.

8.2 An employee assigned to work in a job classification different from his own, shall, while assigned to work in such different classification, be compensated at the pay range provided for such different classification at the same step within such pay range as such employee is at within his own classification at the time such assignment is made.

8.3 When an assistant chief is assigned to work in the position of Assistant Chief for Squad #251, he shall be paid according to the pay range for Assistant Chief I in Appendix I of this agreement.

8.4 When an Assistant Chief is assigned to work in the position of Assistant Chief for Squad #252, he shall be paid according to the pay range of Assistant Chief II in Appendix I of this agreement.

8.5 An employee appointed to a permanent position in the classified employment list (open examination) shall be placed in wide any less senior tailboard position. No other bumping will be allowed.

The youngest Captain and Fire Equipment Operator on each shift will man the Mini Unit (pickup or #251 Extra) when needed for first aid or grass fires. When the Mini Unit is out, the Quint will respond as a Ladder Company and will have to be flexible if first on the scene.

We are presently looking at some district and procedure changes for the Quint. No final decisions have been made yet.

FLSA

Overtime will be paid 10 hours at a time every 24-day cycle. If a cycle is broken by vacation, sick leave, or personal leave days, no overtime will be paid. This will start as soon as the Finance Department gives its approval and the overtime forms are ready. Note! Also Trade Aff-ty for ex-Busines

#8 Station Quint has been delayed until 1987 to correspond with the completion of the Fire Station/Library.

No

j

Copy of Contract

a 56 hour schedule or a 40 hour schedule, whichever schedule is filled during the overtime is assigned to.

9.3 Insofar as practicable, without reducing efficiency of work performance, opportunities to work overtime covered by this article shall be distributed as equally as practicable among employees, provided the employees are qualified to perform the specific overtime work required. If an employee establishes that he has not received his fair share of overtime, such employee shall have preference to future overtime until reasonable balance is re-established.

9.4 Overtime refused, shall, for distribution purposes, be considered as overtime worked, unless a valid excuse is certified by the Chief or his designated agent. Overtime either refused or worked on Christmas Day, Independence Day, Labor Day, Thanksgiving Day or New Year's Day, as such holidays are defined in Minnesota Statutes Annotated, 1971, Section 645.44, Subd. 5, shall not, for distribution purposes, be considered as overtime worked or refused.

9.5 Overtime is to be computed to the nearest fifteen (15) minutes.

9.6 A record of all overtime worked/earned in shifts or refused shall be made available to the Union and sent out to each firehall every three months.

9.7 Employees called back to work overtime shall receive a minimum of 4 hours pay each time they report to work for call back.

ARTICLE 10 - OVERTIME - FIRE EMERGENCY

10.1 Employees who work hours in excess of their normal work week because they are called back for a fire or are required to continue work at the scene of a fire after completion of a regularly scheduled shift shall be compensated for such excess hours worked at the rate of one and one-half (1½) times their basic monthly pay, their monthly public service duty allowance prescribed by Paragraph A of Article 15, and their longevity award provided by Article 14, multiplied by 12 and divided by 2080. Employees called back on Christmas shall be compensated at the rate of two (2) times their basic monthly pay, their monthly public service duty allowance prescribed by Paragraph A of Article 15, and their longevity award provided by Article 14, multiplied by 12 and divided by 2080.

10.2 Employees who are called back for a fire shall receive a minimum of four (4) hours pay at the rate specified in this article.

10.3 Fire emergency overtime pay shall be paid at the 40 hour schedule rate.

ARTICLE 11 - SHIFT DIFFERENTIAL

11.1 Employees whose averaged work week is forty (40) hours who work the night shift shall, in addition to regular pay and allowances, receive a pay differential of \$.40 per hour.

11.2 Employees whose averaged work week is forty (40) hours who work the afternoon shift shall, in addition to regular pay and allowances, receive a pay differential of \$.25 per hour.

11.3 No employee shall receive such shift differential for any time for which the employee will receive overtime compensation provided for in Articles 9 and 10 of this Agreement.

ARTICLE 12 - UNIFORM ALLOWANCE

12.1 Uniformed employees shall be credited Two Hundred Seventy-Eight Dollars (\$278.00) per year, prorated monthly, which credit shall be used for the purchase or replacement of worn or damaged items of uniform and for the purpose of cleaning of uniforms. After the initial training period, employees may draw on this allowance.

12.2 Upon employment, the City will furnish to the employee one (1) dress uniform, which shall consist of one (1) pair of pants, one (1) jacket, one (1) dress shirt, one (1) hat and one (1) tie.

12.3 Except as provided in the paragraph above, all purchases and payments made by the Employer pursuant to this article shall be handled through the fire uniform accounts under regulations established and supervised by the Chief and approved by the Purchasing Agent and Auditor of the City of Duluth.

ARTICLE 13 - HOLIDAYS - PERSONAL LEAVE

13.1 Employees whose averaged work week is fifty-six (56) hours shall receive nine (9) days off with pay in lieu of time off for holidays, and shall receive two shifts off with pay for personal leave, except that employees who work only part of a calendar year shall receive a proportional number of days or shifts off. Days off in lieu of holidays may continue to be scheduled in conjunction with vacations.

13.2 Employees whose averaged work week is forty (40) hours shall receive nine (9) 8-hour days off with pay in lieu of time off for holidays, and shall receive four (4) 8-hour days off with pay for personal leave, except that employees who work only part of a calendar year shall receive a proportional number of days off. Any such employee who is required to work a shift which commences on New Year's Day, the Fourth of July, Labor Day, Thanksgiving or Christmas shall receive additional compensation equal to four (4) hours of pay at the employee's basic hourly rate. Forty-hour employees must use all four of their personal leave days before the end of the calendar year or they are lost, except in special circumstances the Administrative Assistant may authorize a carry over of one day into the next year.

13.3 Any employee whose averaged work week is fifty-six (56) hours, and who during the calendar year does not use all of the personal leave with pay authorized by this article, shall be compensated for such unused leave, such hourly rate shall be the same as that used for calculating overtime pay for service rendered pursuant to Article 9.

13.4 Personal leave days must be scheduled with supervisor's approval and according to the schedule system contained in this article. Personal leave days will be made available for scheduling for each employee in the same manner as vacation days, but only in a way that a maximum of two employees each day may be off of work while using personal leave days pursuant to this method of scheduling. (See Article 37)

13.5 After this t
to take a personal leave
for himself or herself
his or her replacement
in trades, the Captain
schedule must be chang
give at least 24 hours r

13.6 The City
provide the adequate
leave.

13.7 Any 56-ho
commences on Christmas Day (December 25), shall
equal to six (6) hours pay at the employees basic hourly rate.

When employees are paid 6 additional hours RT for
working Xmas Day, the employee scheduled to work is paid
the 6 hours. If an employee makes a trade for that day,
he is still paid the 6 hours and the trade does not
affect his being paid the 6 hours. The man working the
the trade does not receive additional pay.

Also, past practice is that the employee who works
the day 12 overtime on Xmas Day receives 6 hours
additional pay. The man working the night 12 does not
receive additional pay. This matter was not disputed
in 1983 or 1984.

If a man works out-of-class on Christmas Day, he is
paid 6 additional hours at the out-of-class rate.

ARTICLE 14 - LONGEVITY ALLOWANCE

14.1 In addition to the monthly pay prescribed herein, any employee who
has been continuously employed by the City in the Fire Department for a number
of qualified pay periods, the total of which is not less than eight (8) years,
shall receive from and after the beginning of the next pay period following
completion of his eighth year of service, a monthly longevity award equal to four
percent (4%) of his basic monthly pay, and any employee who has been
continuously employed by the City in the Fire Department for a number of
qualified pay periods, the total of which is not less than sixteen (16) years,
shall receive from and after the beginning of the next pay period an additional
monthly longevity award equal to four percent (4%) of his basic monthly pay;
provided, however, that any person employed in the Fire Department on
October 1, 1977 shall receive a monthly longevity award equal to eight percent
(8%) of his basic monthly pay from and after the beginning of the next pay
period after having been continuously employed by the City for a number of
qualified pay periods, the total of which is not less than sixteen years.

14.2 Such longevity award shall be computed to the nearest dollar per
month.

14.3 The term "qualified pay period" shall mean any regular minimum
period of time at the end of which full-time employees of the City are regularly
paid and during which the employee was employed and/or paid by the City for
not less than three-fourths (3/4) of the normal working hours of the position he
then occupied.

ARTICLE 15 - PUBLIC SERVICE DUTY AND E.M.T. ALLOWANCE

15.1 In addition to the monthly pay prescribed in this Agreement, each
employee shall be paid an additional amount of money each month as a public
service duty allowance, said allowance to compensate, in part, for off-duty
employees having a continuing duty to report and aid in the control of fires, as
directed by the Chief, and for inspection of residential, commercial and all
public buildings in order to protect the safety of the City of Duluth. Such
additional amount of money shall be equal to four and one-half percent (4½%) of
the basic monthly pay of a Fire Fighter - Step E, computed to the nearest
dollar.

15.2 Employees hired before January 1, 1980 shall attend on-duty Emergency Medical Technician training sessions as the employer directs.

15.3 Employees hired after January 1, 1980 shall attend on-duty emergency medical technician training sessions as the employer directs; and, in addition, those who become or have become registered Emergency Medical Technicians shall maintain as current that certification and registration. The employer shall provide reasonable training opportunities necessary to maintain the registration, and shall pay the registration fee.

15.4 Employees shall receive monthly two percent (2%) of basic monthly pay of Firefighter, Step E for E.M.T. training, as reflected in Appendix I.

ARTICLE 16 - EDUCATIONAL CREDIT ALLOWANCE

16.1 In addition to the monthly pay and the additional longevity and public service duty allowances described herein, employees shall receive One Dollar (\$1.00) per month per credit for eligible courses successfully completed, and approved by the National Board of College Accreditation.

16.2 The Chief, with the approval of the Administrative Assistant, shall determine a list of eligible courses and establish rules and regulations to implement this program.

16.3 The educational credit allowance described in this article shall be effective the first day of the pay period following the dates of completion of requirements as established by rules and regulations promulgated by the Chief.

ARTICLE 17 - HOSPITAL-MEDICAL INSURANCE

17.1 During the period of this Agreement, the Employer will provide employees hospital-medical insurance coverage containing the same level of benefits as provided under the hospital-medical insurance plan presently in effect, except as provided in this article.

(a) The Employer agrees to pay for the employees without claimed dependents the cost of the single employee approved fee-for-service or H.M.O. plan selected by the employee.

(b) The employer agrees to pay the entire premium, not to exceed \$252 per month as the cost of medical insurance for employees eligible for the family hospital-medical insurance plan under the fee-for-service or HMO for 1984, and the premium, not to exceed \$300 per month, as the cost of medical insurance for employees eligible for family hospital-medical insurance plan under the fee-for-service or HMO effective January 1, 1985.

(c) Premiums shall be established by November 1 of the prior year, to be in effect January 1 of each year for twelve (12) consecutive calendar months.

17.2 Hospital-medical insurance coverage shall become effective ninety (90) calendar days from date of hire.

17.3 While an employee is entitled to receive long-term disability income protection pursuant to Article 26 of this Agreement, the Employer shall maintain

such hospital-medical insurance coverage for such employee as it does for active employees.

17.4 Any proposed change in the hospital-medical insurance coverage shall be negotiated with the Union.

17.5 The Employer will include the following provisions in its fee-for-services hospital-medical insurance plan, the cost for which shall be paid by the Employer up to the \$300 limit set forth in paragraph one, above:

(a) The major medical limit is increased to \$1,000,000 per lifetime.

Counseling for diabetes, weight control, and genetics will be covered when provided by qualified medical professionals.

(b) One general physical examination and/or pulmonary capacity test per year will be provided for each person otherwise covered by the plan; coverage for such physical examinations is limited to \$150.00 per person. If required by a physician, additional examinations or other procedures shall be covered.

(c) A mandatory ambulatory surgery schedule will be included as per a listing received from Blue Cross/Blue Shield. If an employee elects in-patient surgery when not medically necessary, the employee shall pay the difference in cost. If a determination is made by a qualified physician that such surgery should be performed as an in-patient procedure because of medical necessity, such surgery shall be covered as in-patient surgery.

(d) A second opinion by a qualified physician shall be required for elective surgery. The employee may, after obtaining a second opinion, elect the surgery whether or not the second physician concurs.

(e) Oral contraceptives shall not be covered by the fee-for-service plan.

17.6 The dependents of a deceased-active employee shall receive hospital-medical insurance to the same extent as active employees until the spouse dies or remarries, and the minor dependents become of legal age according to the current medical contract.

ARTICLE 18 - HOSPITAL-MEDICAL INSURANCE-RETIRED EMPLOYEES

18.1 Any employee who retires from employment with the City on or after January 1, 1983, after having been employed by the City for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, or the Duluth Police Pension Association, shall receive hospital-medical insurance coverage to the same extent as active employees, subject to the following conditions and exceptions:

18.2 Any person who retires after December 31, 1985, seeking benefits pursuant to this Article and who is eligible to obtain Medicare Coverage B must obtain it, or lose any benefits hereunder.

18.3 The City will provide any such eligible retired employee without claimed dependents the following coverage without cost to such retiree:

(a) The approved fee-for-service coverage provided active employees.

18.4 For any such eligible retired employee with claimed dependents, the City will provide, without cost to such retiree, the approved fee-for-service coverage provided active employees; however, the approved fee-for-service coverage shall be subject to an annual deductible amount of \$650 for such claimed dependents. If such claimed dependents of such retired employee receive no covered benefits during a calendar year, any portion of the deductible amount which is accrued for services rendered in the last three calendar months of that calendar year shall be applied toward the deductible amount for the following calendar year.

18.5 Such coverage shall be for the life of the retiree, but if the retiree dies before his or her spouse, such coverage shall be continued for such spouse until he or she dies or remarries, but any such coverage for such surviving spouse shall not include coverage for any dependent of such surviving spouse.

18.6 If any such covered retiree or spouse becomes the beneficiary of any hospital-medical coverage provided by another employer in connection with such retiree's or spouse's employment by or retirement from employment by another employer, the City's obligation to provide the coverage indicated alone shall be only to the extent that the City's coverage exceeds such other coverage.

18.7 Any person purchasing medical insurance coverage pursuant to a former, or this, agreement may continue to do so. When any such person ceases to so purchase medical coverage, the employee shall no longer have any right to participate in any insurance plan or group created by this, or successor, labor agreement. This paragraph shall become inoperative when no former employee is buying insurance coverage as here provided.

ARTICLE 19 - DENTAL INSURANCE

The Employer agrees to make the same dental care coverage available to all eligible employees as it currently makes available, but the Employer agrees to pay only the entire cost for single coverage for each eligible employee. To be eligible for this coverage, an employee must be continuously employed at least six (6) months as a permanent employee. The Employer and the Union agree that any change in such coverage shall only be done through negotiations.

ARTICLE 20 - TERMINATION PAY

20.1 When an employee leaves City employment, he shall be paid in full on the payroll covering the last day he actually worked for his salary due, plus the value of accumulated vacation time, and unused compensatory time off earned, such value to be calculated based on his basic hourly rate at the time of his termination.

20.2 Any employee who was an employee on August 1, 1980, and who leaves City employment after that date upon completion of more than 25 years of service with the City as a firefighter, shall also be entitled to a severance allowance. Such allowance shall include an amount equal to the pension contributions made by such employee to the special fund of the Duluth Firemen's Relief

Association, but only for those contributions made for service on or after August 1, 1980, and only for those contributions which are based upon the employee's service in excess of 25 years. Such allowance shall also include interest, which shall be calculated from the times that the above said contributions occur, and shall be compounded quarterly; the rate of interest for any quarter shall be the rate which the City uses for that quarter to allocate its earnings on its investments to its various funds. The secretary of the Duluth Firemen's Relief Association shall establish and compute appropriate accounts, and shall each year submit to the City a statement of the amounts so computed for each such employee. An employee's death shall not extinguish the City's obligation to pay the severance allowance prescribed for such employee by this paragraph.

ARTICLE 21 - PAY PERIODS

21.1 All employees shall be paid every two (2) weeks, and payment for each two (2) week period shall be made not later than the Friday next following such two (2) week period. If any such Friday occurs on a holiday, checks shall be distributed on the working day next prior to such holiday. The amount of pay for each such two (2) week period shall be determined by multiplying the employee's basic hourly rate by 112 for those employees whose normal work week is fifty-six (56) hours and by 80 for those employees whose normal work week is forty (40) hours.

ARTICLE 22 - WORKER'S COMPENSATION

22.1 An employee who suffers an injury compensable under the Worker's Compensation Act and is absent from work as a result thereof, shall be paid an amount by the Employer during such absence equal to the difference between the amount received by him under the Worker's Compensation Act and the amount he would have received if he were regularly employed, subject to the following:

22.2 For each day of absence the employee shall be charged for three-fifths (3/5) of a day of sick leave. When the employee's sick leave and vacation time have been exhausted, he shall no longer receive any salary from the Employer while absent from work, except as otherwise provide by Article 26 of this agreement.

ARTICLE 23- VACATION

23.1 Beginning January 1, 1985, any employee who has been continuously employed by the City for less than six (6) years as a classified employee shall be credited with 1.00 days of vacation for his first and each additional full month of service as an employee; however, any such employee shall be credited with such amount of vacation time for the month in which he begins employment with the City only if he begins such employment on or before the tenth day of such month. Effective the first day of the month after having been continuously employed for six (6) years as a classified employee, such employee shall be credited with 1.42 days of vacation for each full month of service. Effective the first day of the month after having been continuously employed for twelve (12) years as a classified employee, such employee shall be credited with 1.84 days of vacation for each full month of service. Effective the first day of the month after having been continuously employed for twenty (20) years as a classified employee, such employee shall be credited with 2.25 days vacation for each full month of service. Beginning December 31, 1985; Effective the first day of the month after having been continuously employed for six (6) years as a classified

employee, such employee shall be credited with 1.50 days of vacation for each full month of service. Effective the first day of the month after having been continuously employed for twelve (12) years as a classified employee, such employee shall be credited with 1.92 days of vacation for each full month of service. Effective the first day of the month after having been continuously employed for twenty (20) years as a classified employee, such employee shall be credited with 2.33 days vacation for each full month of service. Vacation time allowed under this section shall be at full pay. For any employee who works a fifty-six (56) hour week, each day of vacation accumulated hereunder shall entitle the employee to 11.2 hours off.

23.2 During any calendar year there shall be no limitation to the amount of vacation time that any employee may accumulate. However, as of December 31 of each year: any employee who has been continuously employed by the City in the classified service for less than six (6) years shall not be permitted to have an accumulation of more than fifteen (15) days of vacation time; any employee who has been continuously employed by the City in the classified service for more than six (6) years but less than twelve (12) years shall not be permitted to have an accumulation of more than twenty-three (23) days of vacation time; any employee who has been continuously employed by the City in the classified service for more than twelve (12) years but less than twenty (20) years shall not be permitted to have an accumulation of more than thirty (30) days of vacation time; and any employee who has been continuously employed by the City in the classified service for more than twenty (20) years shall not be permitted to have an accumulation of more than thirty-eight (38) days of vacation time.

23.3 No employee shall be allowed to use vacation time and no employee shall be compensated for vacation time until he has been continuously and satisfactorily employed in the classified service of the City for not less than six (6) months. Vacation time shall be used under the guidelines of the vacation schedule.

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

ARTICLE 24 - SICK LEAVE

24.1 Any employee who has been continuously employed by the City for not less than six (6) months in the classified and/or unclassified service shall be granted up to 120 working days of sick leave with full pay (paid sick leave) for each illness or injury during a calendar year, except that such minimum requirement of six months shall not be applicable in connection with any illness or injury arising out of and in the course of employment by the City. When an employee is unable to or indisposed to report for duty for any of the reasons specified in Section 3 of this article, he or she shall immediately report such fact to his or her immediate supervisor. To qualify for paid sick leave, the employee must report off prior to his or her starting time, but must immediately report off when leaving his or her duties.

24.2 If an employee's use of paid sick leave reasonably appears to the Appointing Authority to be unjustified, he or she may direct in writing to such employee, for the current or any subsequent absence by the employee claimed to be allowable as paid sick leave, to furnish written explanation by a physician to

justify the absence on paid sick leave; failure to furnish written explanation shall preclude the employee from being allowed the absence as paid sick leave, but the employee may appeal the directive to the Personnel Director.

24.3 For purposes of this article, sick leave is defined to mean the absence of an employee because of illness or injury, exposure to a contagious disease, attendance upon a member of the immediate family, or death in the immediate family of the employee; provided no employee, unless officially assigned to special duty, shall be granted paid sick leave for any injury or illness resulting from any gainful employment on any job which is subject to the provisions of the worker's compensation laws of any state, other than regular City employment.

(a) Illness in Family. Upon request, one (1) shift of paid sick leave shall be allowed for care or attendance upon a member of the immediate family for critical illness, provided, however, two (2) shifts of paid sick leave shall be allowed for this purpose if supported by a written statement (explaining why the employee's attendance is necessary) from the attending physician. This use of paid sick leave is for emergencies when advance arrangements cannot be made and is limited to members of the immediate family who reside in the employee's household.

(b) Funeral Leave. Upon request, a maximum of three (3) shifts of paid sick leave shall be granted an employee for a death in the immediate family if the distance to the location of the funeral exceeds five hundred (500) miles from Duluth. Upon request, a maximum of two (2) shifts of paid sick leave shall be granted if the distance to the location of the funeral is less than five hundred (500) miles from Duluth. If the employee's absence exceeds the allowed time, the excess time shall be charged to vacation or compensatory time off. Article 37 of this agreement shall not apply to the taking of vacation of this purpose.

For the purposes of this section, immediate family is defined to include only any parent, child, brother, sister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or ward of the employee, and any parent or grandparent of the employee's spouse.

Absence for any funeral of other than a member of the immediate family may be granted on paid sick leave, at the discretion of the chief or his or her designee and shall not exceed one-half (1/2) work day.

(c) Medical Appointments. An employee must obtain prior approval from the appointing authority for the purpose of medical, dental, or optical examination or treatment, when such examination or treatment cannot be scheduled other than during working hours. Such absence on paid sick leave shall be approved only when the employee has made a diligent effort to have such examination or treatment prior to his or her normal working hours, after work, or on a day off.

(d) Paid Sick Leave on Vacation. Paid sick leave will not be allowed during a previously scheduled vacation unless the employee is under the care of a physician because of an unexpected injury or illness and the employee furnishes to the Personnel Director a certificate, signed by the physician, indicating the number of days the employee was actually confined to his or her home or hospital. The employee will then receive paid sick leave for those days

spent confined. If the employee is exposed to a contagious disease and confined under doctor's orders, such employee will be granted paid sick leave in lieu of vacation.

24.4 Whenever an employee is absent on sick leave in excess of two (2) working shifts for a fifty-six (56) hour employee or three (3) days for a forty (40) hour employee, the appointing authority shall direct such employee to furnish written explanation by a physician to justify such absence on paid sick leave; failure to furnish such written explanation shall preclude the employee from being allowed such absence as paid sick leave. This section shall not apply to funeral leaves.

24.5 Employee Assistance Program. Any approved absence for participation in the Employee's Assistance Program shall be allowed as paid sick leave. An employee's department head may approve reasonable use of paid sick leave so that an employee can participate in a family involvement program involving chemical dependency treatment of the employee's spouse or child.

24.6 During any period an employee is absent from work on paid sick leave, he shall not be employed or engage in any occupation for compensation outside of his regular City employment except for job related work such as performing duties for the Union or for the Employees' Relief Association or Credit Union. Violation of the provisions of this paragraph by any employee shall be grounds for suspension of such employee without pay for not to exceed twice the number of days or portions thereof on which such violation has occurred.

24.7 For short term disability and sick leave see Article 41.

ARTICLE 25 - LONG TERM DISABILITY INCOME

25.1 Any employee who has been continuously employed by the City for not less than six (6) months in the classified and/or unclassified service shall be eligible for long term income protection to age 70 for disability; however, there shall be no such protection for total disability caused by any injury or illness for which the employee received professional medical care or treatment within ninety (90) consecutive days prior to when the employee otherwise becomes eligible for such protection, unless ninety (90) consecutive days elapse from the time when the employee otherwise would be eligible for such protection and during such ninety (90) consecutive days the employee neither receives nor required professional medical care or treatment for such injury or illness.

25.2 For the purposes of this Article, disability means that which is caused by illness or injury which occurs during the employee's term of employment and which prevents the employee from performing the major tasks of the employee's position.

25.3 Payment of benefits pursuant to this article to a disabled employee shall commence when the employee exhausts his or her allowance of 120 days of sick leave with full pay provided by Article 25 of this Agreement. The amount of such payments shall be 65% of the employee's basic hourly rate as of the time commencement of such protection, but shall not exceed an amount equivalent to a monthly rate of pay of \$3,500; however, for any pay period, the amount of such protection shall be reduced by any amount that the employee receives for such pay period as a retirement or disability pension from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, the Duluth Police

Pension Association, or from the federal government pursuant to the federal Old-Age, Survivors and Disability Insurance Act, and by any other insurance or disability annuity payment, and by any amount that the employee receives as worker's compensation in lieu of wages or salary. Any cost of living adjustment to any amount received as a retirement or disability pension or as worker's compensation shall not be used to reduce the amount of such protection. The amount of such protection for any pay period shall also be reduced by any amount that the employee receives as wages or salary during that pay period, but only when the total amount that the employee has received for wages or salary during the calendar year exceeds \$5,000.

25.4 Payments of benefits due under this article shall be calculated for each regular pay period, and shall be paid for the period at the same time as employees are then paid pursuant to Article 22 of this Agreement. For any pay period the City may deduct from the payment of benefits any amount which the employee previously received as payments of benefits but to which the employee was not entitled because of the provisions of this Article.

25.5 As benefits due under this article the employer may offer to any employee who is disabled, an assignment within the work structure of the Fire Department, at such employee's present rate of pay, to any position, or one with tasks or equipment modified to accommodate employee's medical restrictions, in his or her present or lower classification, the duties of which the employee is medically able to perform. Such assignment shall not result in the denial of promotion to, or the layoff of, a classified employee.

25.6 Within 24 months from the date of commencement of LTD benefit payments, if the employee is still receiving benefits pursuant to this article, the employee shall:

(a) Return to the position with the City which the employee occupied when he or she became disabled; or return to a position with the City, which may have tasks or equipment modified to accommodate the employee's medical restrictions, for which the employee is qualified, if such position is available; but only if the employee provides written information from a physician, chosen and compensated by the City, which indicates that the employee is then capable of performing the duties of such position; or

(b) Request rehabilitation or retraining designed to return the employee to other work which produces an economic status as close as possible to that enjoyed by the employee before the illness or injury; the costs of such rehabilitation and/or retraining shall be borne by the City; such rehabilitation or retraining may include, but is not limited to, medical evaluation, physical rehabilitation, work evaluation, counseling, job placement, and implementation of on-the-job short-term training; or

(c) Apply for permanent total disability status. Total disability, (as defined in Minnesota Statutes 176.101, Subd. 5) means the total and permanent loss of the sight of both eyes, the loss of both arms at the shoulder, the loss of both legs so close to the hips that no effective artificial member can be used, complete and permanent paralysis, total and permanent loss of mental faculties, or any other injury or illness which totally incapacitates the employee from working at an occupation which brings him or her an income.

25.7 Receipt of long-term income protection benefits shall cease at the expiration of 24 months from the date of commencement of LTD benefit payments unless the employee has complied with Section 5 of this Article and has been determined to be returned to work, rehabilitated and/or retrained, or eligible for continuing total disability benefits because he or she is disabled as defined in paragraph 25.6(c). Such determination shall occur upon the occurrence of both of the following:

(a) Medical verification by the employee's treating physician and a physician appointed by the City that the determination is consistent with the employee's medical condition. In event of disagreement, a third person mutually agreed upon by the employee and the City shall act as arbitrator. The arbitrator's decision as to whether the determination is consistent with the employee's medical condition shall be binding on both parties.

(b) Approval by the City Disability Board. Long Term Disability Subcommittee of the Insurance Committee and by the Personnel Committee (or its equivalent). The Long Term City Disability Board shall consist of one (1) State of Minnesota Worker's Compensation Judge, one member of the bargaining unit appointed by the union, and the personnel director.

ARTICLE 26 - LIFE INSURANCE

26.1 The Employer shall pay the full cost of \$12,500 group term life insurance for each eligible employee. All employees shall receive such life insurance coverage on the first day of the calendar month following completion of six (6) months service.

26.2 Such insurance terminates on the last day of the month in which an employee terminates his employment. Employees are responsible to contact the Auditor's office at least one (1) month prior to retirement to verify any insurance benefits due after termination.

26.3 While an employee is entitled to receive long-term income protection pursuant to Article 26 of this Agreement, the Employer shall maintain such life insurance coverage for such employee as it does for active employees.

ARTICLE 27 - LIFE INSURANCE - RETIREES

27.1 The Employer shall pay full cost of term life insurance for any employee who retires from employment with the City on or after January 1, 1983, after having been employed by the City for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, or the Duluth Police Pension Association. The amount of such insurance coverage shall be 50% of that provided for active employees.

ARTICLE 28 - LEAVES OF ABSENCE

28.1 Any employee who is mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to the City, or who for any reason considered good by the Chief desires to secure leave from his regular duties, may, on written request approved by the Chief, be granted special leave of absence without pay for a period not exceeding one (1) year, provided, however, any leave that

exceeds thirty (30) calendar days must also be approved by the Personnel Director.

28.2 Any employee asking for special leave without pay shall submit his request in writing, stating the reasons why in his opinion the request should be granted, the date when he desires the leave to begin and the probable date of his return.

28.3 For each separate case of special leave without pay, the Chief shall, at the time he approves the leave, determine whether the employee granted such leave shall be entitled to his former position on his return from such leave or whether his name shall be placed on the re-employment list for the class.

28.4 No leaves without pay over thirty (30) days will be granted until the employee has used all accumulated vacation and accrued compensatory leave.

28.5 No benefits or seniority shall be accrued by the employee during such leave, however, any employee wishing to be covered under the City's insurance plans may for the first six (6) months of such leave pay both the employee's and the employer's share of the cost of coverage.

28.6 A member of the Union accepting the appointed position of Fire Chief shall be on a leave of absence during the period of such appointment and upon the expiration of such appointment shall be reinstated to the class he held prior to such appointment.

28.7 Military leave shall be handled as governed by appropriate Federal and State laws.

ARTICLE 29 - DEMOTIONS

29.1 Upon the request of an employee or by the appointing authority an employee may be reclassified from a higher to a lower position, which in the discretion of the appointing authority, the employee is eligible to fill.

29.2 The appointing authority proposing the demotion of an employee shall make his recommendation in writing to the Civil Service Board, and shall supply the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the employee, the new rate of pay, and any other information that the Civil Service Board may require, including specific reasons for the demotion. The recommendation shall also advise the employee that he may grieve pursuant to Article 36 of this agreement if he does not agree with the appointing authorities recommendations.

ARTICLE 30 - DISCIPLINE AND DISCHARGE

30.1 An employee who is removed from his position while on probation shall have the right to revert to the last position in which he completed a probation period.

30.2 Any employee who has completed the probationary period may be suspended without pay, discharged or disciplined only for just cause.

30.3 The Chief or any supervisor acting for him, may for disciplinary purposes, suspend without pay any employee under his supervision in his

department for one or more periods aggregating not more than thirty (30) calendar days in a calendar year. He shall as soon as practicable give written notice to the employee stating the reason for the suspension, the duration thereof, and advise the employee that he may grieve pursuant to Article 36 if he disagrees with the action. He shall personally deliver such written notice to the employee or mail it to his last known address by certified mail.

30.4 The Chief, any member of the Board, or the Personnel Director may file written charges, in duplicate, to the Personnel Director asking for the removal of any employee. Any charge filed against any employee shall state specifically the act or acts constituting cause for removal. Upon receiving any such charge the Personnel Director shall forthwith mail one (1) copy by certified mail to the last known address of the employee and advise the employee he may grieve pursuant to Article 36 if he disagrees with the action.

ARTICLE 31 - UNION NOTIFICATION

In the case of any reprimand, the employee shall have the right to have a member of the Executive Board present. Further, if any employee shall have any letter of notice served to him by the employer in regards to any discipline or warning, the Union shall receive a copy as soon as possible.

ARTICLE 32 - RESIGNATIONS

32.1 Any employee who wishes to resign in good standing shall give the Chief written notice of at least four (4) weeks, unless the Chief consents to his leaving on shorter notice. Such notice of resignation shall be forwarded forthwith to the secretary by the Chief, together with a report as to the character of the employee's service.

32.2 If any employee resigns without giving the required notice, the secretary shall enter that fact on his roster card, and such failure to give the required notice may be considered sufficient reason for rejecting any future application from him to enter tests.

32.3 Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the Chief withdraw his resignation and be restored to the position vacated if such position is still vacant or is filled by a provisional employee; if it is not thus available, he may, upon written request to the secretary, have his name placed on the re-employment list for the appropriate class.

32.4 Any employee who is absent from duty for two (2) scheduled work shifts without securing leave from the Chief or without notifying him of the reason for his absence and the time when he expects to return, or who fails to notify the Chief of his readiness to resume his duties within five (5) days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice and a report thereof made to the secretary.

ARTICLE 33 - LAYOFFS

33.1 When the employer determines it is desirable, in order to obtain efficiencies, or for other causes for which no employee is at fault, to reduce the

number of employees within a certain class, the Chief shall act in accordance with this Article.

33.2 Temporary, provisional, and substitute employees in such class in the department shall first be terminated. Then such reduction shall be made on the basis of seniority; the employee with the least seniority in such class shall be the first to be displaced from such class and so on. Any employee displaced from such class shall be demoted to the next lower class in which he completed the probation period. Employees shall have their seniority from any reduced classification added to their lower classification seniority for determination of seniority in the lower classification.

33.3 The above described procedure shall be re-applied, as is necessary, through to the lowest class; when there is no lower class to which to demote an employee, an employee who would otherwise be demoted shall be laid off.

33.4 If persons in a class from which a demotion is to be made have equal seniority in such class, seniority between or amongst such persons shall be determined by the total time such persons have been employed in the classified service by the City.

33.5 The name of any employee who is demoted or laid off pursuant to this section shall be placed on the re-employment list for each class from which he is laid off. This paragraph shall not be applicable to any temporary or provisional employee.

33.6 Demotions or layoffs of an employee made pursuant to this article shall not be deemed to be a removal which is subject to Article 31.

ARTICLE 34 - RE-EMPLOYMENT RIGHTS

34.1 The name of any person who has been laid off shall be placed on the re-employment list.

34.2 The names shall be arranged on the re-employment list for each class, in which they completed a probationary period, in the order of their total seniority in that and higher classes; provided, that if any employee has not been re-employed, the Personnel Director shall, on or about the anniversary date of the layoff, contact each person laid off by certified mail to determine if such person is interested in re-employment. If the person is no longer interested, or without giving a satisfactory reason, refuses to accept an appointment offered him, the Personnel Director may remove his name from the re-employment list.

ARTICLE 35 - GRIEVANCE PROCEDURE

35.1 An employee or group of employees with a grievance shall within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance present such grievance through the Grievance Committee in writing to the Chief, or in the Chief's absence, to his authorized representative.

35.2 The Chief or his authorized representative shall present the Employer's position in writing to the employee or employees and the Grievance Committee within seven (7) calendar days after receipt of such grievance. Grievances not resolved within the Fire Department must be presented by the

employee or employees through the Grievance Committee in writing to the Personnel Director within twelve (12) calendar days after the Chief has given his reply to such grievance. The Personnel Director shall reply to the aggrieved employee or employees and the Grievance Committee within twelve (12) calendar days after receipt of such grievance. The resolution of grievances settled by the procedures set forth in this paragraph shall be reduced to writing and signed by the employee or employees, the Grievance Committee and the Employer.

35.3 If the grievance is not settled in accordance with the foregoing procedure, the Grievance Committee may, within nine (9) calendar days after receipt of the reply of the Personnel Director submit the grievance to arbitration by serving notice in writing of such submittal upon the Personnel Director. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after submittal of the grievance to arbitration and in the event the parties are unable to agree upon an arbitrator within said seven (7) day period, either party may request the Public Employment Relations Board of the State of Minnesota to submit a panel of five (5) arbitrators. The parties shall each have the right to alternately strike two (2) names from the panel. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the parties requesting that he set a time and a place for a hearing on the grievance, subject to the availability of the parties.

35.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue(s) submitted to him in writing by the parties, and shall have no authority to make a decision on any other issue not so submitted to him. More than one (1) grievance may be heard by the same arbitrator by mutual written agreement of the parties. Either party may, if it desires, submit a brief to the arbitrator setting forth its position with respect to the issue(s) involved in a grievance. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit his decision in writing to the parties and shall file a copy of such decision with the Bureau of Mediation Services of the State of Minnesota. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

35.5 The decision of the arbitrator shall be final and binding upon the parties, except that an appeal may be taken to the District Court on the grounds that the order of the arbitrator violates the provisions of Minnesota Statutes Annotated, Section 179.72, Subd. 7, or its successor, relating to the scope of such order.

35.6 The fee and expenses of the arbitrator shall be divided equally between the parties. Each party shall be responsible for compensating its own witnesses. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of such proceedings, the cost shall be shared equally.

35.7 If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the employee or employees or Grievance Committee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the parties involved in each step.

35.8 All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the employees involved.

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

ARTICLE 36 - SENIORITY - VACATION AND PERSONAL LEAVE RIGHTS; ASSIGNMENTS

36.1 For purposes of this Agreement, seniority shall be determined by the employee's length of continuous service with the Fire Department. The term "continuous service", as used in this article, shall mean a period of employment which has not been interrupted by more than thirty (30) days at any one time, except by authorized leave of absence.

36.2 If two or more employees who were hired after January 1, 1983, have the same length of continuous service, any such employee with the highest score on the civil service eligible list from which he was appointed shall be deemed to have the most seniority, and so on. If two or more employees have the same length of continuous service and the same such scores, their seniority shall be determined by drawing lots.

36.3 Subject to the Chief's right to determine the time at which vacation and personal leave with pay may be taken, vacation and personal leave selection rights shall be determined within work groups by seniority. Vacations will be picked one week at a time (4 - 24 hour shifts) according to seniority by shift. If it should be necessary to move a previously picked vacation because of permanent change in work group, the employee shall be given the vacation that most closely approximates the same time period of original vacation. A vacation shall be deemed four (4) consecutive shifts or as many consecutive shifts as employee has remaining vacation time.

36.4 The Employer and Union agree with the principle that seniority shall be a factor in making assignments.

ARTICLE 37 - MISCELLANEOUS

37.1 The Employer agrees to continue providing training material, safety equipment, rubber boots, hygenic supplies, and supplies and materials for cleaning and maintaining the fire stations at the same level as provided during 1978.

37.2 The Employer agrees to keep the firehalls structurally safe and sound.

37.3 Employees shall be permitted, at their expense, to have one private phone in each firehall, which shall be used solely for non-business matters.

37.4 In the event an employee reports to his duty station and is thereafter assigned to a different fire station, the Employer agrees to provide such employee with transportation to such different station and back to his original duty station after completion of his assignment.

ARTICLE 38 - SPECIAL PROVISIONS RELATING TO 24-HOUR SHIFTS

38.1 The parties agree that the working of the 24-hour shifts contemplated by this Agreement for employees on a fifty-six (56) hour week creates a need for granting certain special working conditions and employee privileges to such employees. With the understanding between the parties that these special working conditions and privileges may not be appropriate should the employees no longer be working 24-hour shifts, the Employer agrees that the following provisions shall be applicable to employees working 24-hour shifts:

38.2 Employees may exchange work shifts with a qualified person of the same rank after obtaining permission of the company officer of the employee initiating the exchange; provided, however, that in the case of exchanges by company officers, permission of the Assistant Chief in charge of the company officer initiating the exchange shall be obtained. All trades permitted under this paragraph must be paid back in whatever manner is necessary to avoid the payment of overtime wages.

38.3 Employees may keep present and like recreational equipment in the firehalls and make use of such equipment at times when they are not assigned to work duties.

38.4 Employer will provide sanitary, safe, and habitable quarters for employees in areas where they live in the firehalls.

38.5 Employees may use the beds in the firehalls between the hours of 9:00 pm and 7:00 am throughout the week and between the hours of 1:00 pm and 5:00 pm on Saturdays, Sundays and the legal holidays designated in Article 13.

38.6 Employees detailed to a fire demonstration or first aid demonstration shall, if on regular duty, receive compensatory time off equal to fifty percent (50%) of the time he spends on such demonstration, or four (4) hours, whichever is greater, and shall, if off duty, receive compensatory time off equal to one and one-half (1½) times the time spent on such demonstration, or four (4) hours, whichever is greater. Compensatory time off shall be scheduled at such times as are approved by the Chief. Any compensatory time off due an employee at the end of any calendar year shall be paid to such employee in the paycheck covering the last pay period in that year, based on the employee's basic hourly rate as of the last day of that year.

ARTICLE 39 - SAFETY

39.1 The Union has requested that certain existing operating procedures be made a part of this Agreement because it believes that these operating procedures are important to the safety of its members. The Employer does not wish to make these operating procedures a part of this Agreement because of the potential difficulty it may have in changing such procedures in the future.

However, because the Employer recognizes that there are certain unique hazards associated with fire service and because the Employer wishes to insure that appropriate consideration be given to the matter of the safety of the fire fighters, and because the Employer wishes to take advantage of the knowledge and ideas possessed by fire fighters, it agrees that it shall not change the operating procedures listed below without having first conducted a conference on the subject with representatives of the Union. The operating procedures referred to are as follows:

39.2 A minimum of two (2) men shall be assigned at all times to engine companies in the Gary-New Duluth, Woodland and Lakeside fire stations, as long as the employer maintains engine companies in these locations.

39.3 A minimum of three (3) men shall be assigned at all times to ladder companies and engine companies not covered by paragraph 1, above, except that one (1) man may be assigned to the Park Point fire station engine company.

39.4 At least two (2) engine companies or one (1) engine company and one (1) ladder company shall respond immediately to all fire alarms indicating a structural fire, if at the time of such alarm all engine and ladder companies are available for service.

ARTICLE 40 - REST PERIOD

Employees whose normal work week is forty (40) hours shall be permitted a rest period of fifteen (15) minutes during each one-half ($\frac{1}{2}$) shift. Such rest period will be taken at such time as is established by the Chief.

ARTICLE 41 - ASSIGNMENT OF INJURED OR DISABLED EMPLOYEES TO OTHER POSITIONS

41.1 Whenever an employee suffers an injury or disability which results in the employee's inability, in excess of 5 shifts, to perform all the duties of his or her position, the employer may, if such employee is capable of performing the work of any other position, or any, including his own, position modified to accommodate medical restrictions, within the existing work structure of the fire department, assign or transfer the employee to such other position as the employer determines would result in the most effective use of the employee. If the injury or disability is not job related, the employee shall receive total monthly compensation at his current monthly salary. Assignments or transfers under this paragraph shall expire at such time as the employee is able to perform the regular duties of the position held before injury or disability, but the employer may terminate the assignment earlier and allow the employee to receive sick leave, up to the maximum allowed in this contract, or disability benefits that are available.

41.2 If an assignment under this provision is refused by an employee, and justification for the refusal is not provided by the employee's treating physician, or a medical doctor furnished by the employer to evaluate the medical condition, paid sick leave, or other benefits otherwise available to the employee, will be unavailable to him. In case of a dispute as to whether the employee can perform assigned work, the employer may use its own doctors or other experts to evaluate the employee's medical condition, or work capacity.

41.3 The term "job related injury" shall mean an injury suffered by an employee that arises out of and in the course of employment by the employer City of Duluth, exclusively. The term "job related disability" shall mean a medical disability arising out of and in the course of employment by the employer City of Duluth, exclusively.

41.4 The parties agree that within the operation of the Emergency Communications Center there shall be four (4) shift supervisors who shall be determined in the following manner: The employee with the greatest length of service in the Emergency Communications Center from each of the three (3) bargaining units supplying personnel to such center, namely Local 66, Duluth Police Local and Local 101 - International Association of Firefighters, shall be designated as a shift supervisor. The fourth shift supervisor shall be the employee from any of such bargaining units that has the greatest length of service in the Emergency Communications Center after selection of the first three (3) supervisors. If there are no personnel assigned to the Emergency Communications Center from either or both Duluth Police Local or Local 101, the shift supervisor positions allocated to those bargaining units shall be filled by those employees from any bargaining unit who have the greatest length of service in such Center among the remaining employees. Whenever a shift supervisor is absent, he shall be replaced by the employee assigned to that shift who has the greatest length of service in the Emergency Communications Center. For purposes of this article, service as a Police Switchboard Operator or as a Police or Fire Dispatcher shall be considered to be service in the Emergency Communications Center.

41.5 Whenever an employee who is assigned to the Emergency Communications Center pursuant to this article serves as a shift supervisor in such Center, he shall receive, in addition to the compensation provided for in this article, a pay differential equal to the difference in pay between Step E of Pay Range 25 and Step E of Pay Range 26, as set forth in the labor agreement covering the basic unit of City employees.

ARTICLE 42 - NO STRIKE PROVISION

42.1 Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass resignations, mass absenteeism, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any employee violates this article, the Union shall immediately notify any such employee in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this article may be discharged or otherwise disciplined.

ARTICLE 43 - EMPLOYER TO DEFEND AND INDEMNIFY EMPLOYEES

43.1 The Employer and the Union recognize the Employer's responsibility to defend and indemnify employees as required by Chapter 466 and by Section 471.86 of Minnesota Statutes.

ARTICLE 44 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

44.1 The parties acknowledge that the provisions contained in this Agreement constitute the entire agreement between the parties, and that the provisions of this Agreement are not subject to renegotiation, except with the mutual consent of the parties.

ARTICLE 45 - UNRESOLVED ISSUES

45.1 The parties agree that during the term of this contract either may initiate continued negotiations upon the issues of rate of pay for the fire equipment mechanic and severance pay in the event of changes in the state PERA law, or the union's members' relationship with PERA, that would affect severance pay.

ARTICLE 46 - DURATION OF AGREEMENT

46.1 This Agreement shall be effective as of the 1st day of January, 1984, and shall remain in full force and effect through the 31st day of December, 1985, and after that date the agreement survives until the parties agree to a new contract, as provided by law.

ARTICLE 47 - DISTRIBUTION OF COPIES OF AGREEMENT

47.1 The Employer shall give to each present employee, and to each new employee when he or she is hired, a copy of this Agreement.

ARTICLE 48 - JURY DUTY

48.1 Any employee shall receive a leave of absence with pay for any required appearance for jury duty; however, if the employee is released from such duty prior to the expiration of his or her normal shift, he or she shall immediately return to his or her job and continue his or her duties as an employee.

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

By: *Kyle J. Pollock*
Personnel Director

CITY OF DULUTH

By: *[Signature]*
Mayor

Attest *Zelda Blawert*
DEPUTY City Clerk

Approved as to form:

Bryan F. Brown
Deputy City Attorney

LOCAL 101, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By *Stanley A. Rouse*
Its President

And *[Signature]*
Its Secretary

APPENDIX I

<u>TITLE</u>	<u>RANGE</u>	<u>JOB CLASS NO.</u>
Fire Equipment Mechanic	225	4122
Fire Fighter	226	4401
Fire Equipment Operator	227	4109
Fire Inspector	227	4110
Fire Captain	228	1713
Equipment Master	228	1714
Fire Marshal	233	1333
Deputy Fire Marshal	228	3209
Assistant Fire Chief I	233	1329
Assistant Fire Chief II	231	1329

Effective January 1, 1984, the monthly salaries of employees in the various pay ranges shall be as follows:

1984 BASIC MONTHLY PAY

<u>Range No.</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
225	1566	1638	1711	1783	1866
226	1613	1681	1763	1848	1941
227	1681	1763	1848	1941	2035
228	1763	1848	1941	2035	2135
229	1848	1941	2035	2135	2242
230	1941	2035	2135	2242	2352
231	2035	2135	2242	2352	2470
232	2135	2242	2352	2470	2597
233	2242	2352	2470	2597	2721

FIRE CONTRACT RATES WITH EMT PAY

<u>Range No.</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
225	1605	1677	1750	1822	1905
226	1652	1720	1802	1887	1980
227	1720	1802	1887	1980	2074
228	1802	1887	1980	2074	2174
229	1887	1980	2074	2174	2281
230	1980	2074	2174	2281	2391
231	2074	2174	2281	2391	2509
232	2174	2281	2391	2509	2636
233	2281	2391	2509	2636	2760

1985 BASIC MONTHLY PAY

Range No.	Step A	Step B	Step C	Step D	Step E
225	1625	1699	1775	1850	1936
226	1673	1744	1829	1917	2014
227	1744	1829	1917	2013	2111
228	1829	1917	2013	2111	2215
229	1917	2014	2111	2215	2326
230	2014	2111	2215	2326	2440
231	2111	2215	2326	2440	2563
232	2215	2326	2440	2563	2694
233	2326	2440	2563	2694	2823

FIRE CONTRACT RATES WITH EMT PAY

Range No.	Step A	Step B	Step C	Step D	Step E
225	1665	1739	1815	1890	1976
226	1713	1784	1869	1957	2054
227	1784	1869	1957	2053	2151
228	1869	1957	2053	2151	2255
229	1957	2054	2151	2254	2366
230	2054	2151	2255	2366	2480
231	2151	2254	2366	2480	2603
232	2254	2366	2480	2603	2734
233	2365	2480	2603	2734	2863

EMT \$ 40 per month
 SD
 Long 4% to 8%