

# **LABOR AGREEMENT**

**Between**

**SOUTH METRO FIRE DEPARTMENT**

**and**

**International Association of Fire Fighters**

**Local 1059**

**(Captains Unit)**

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This AGREEMENT is entered into between the South Metro Fire Department, hereinafter referred to as the EMPLOYER, and International Association of Firefighters, Local 1059, hereinafter referred to as the UNION. The EMPLOYER and the UNION agree that this AGREEMENT has as its basic objective the promotion of the mutual interests of the South Metro Fire Department 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**

The EMPLOYER and the UNION agree that the purpose of entering into this AGREEMENT is to:

- 1.1 Achieve orderly and peaceful relations.
- 1.2 Establish the full understanding of the parties concerning the terms and conditions of this AGREEMENT.
- 1.3 Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this AGREEMENT.
- 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 Firefighters, Local 1059.
- 2.2 EMPLOYER: South Metro Fire Department.
- 2.3 UNION MEMBER: A member of the International Association of Firefighters, Local 1059.
- 2.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 2.5 TOTAL SENIORITY: An employee's length of continuous and uninterrupted employment by the EMPLOYER from the most recent date of hire, including the length of continuous and uninterrupted employment by the City of South St. Paul Fire Department and the City of West St. Paul Fire Department.
- 2.6 CLASSIFICATION SENIORITY: Length of cumulative service in a specific job classification within the EMPLOYER. Including the length of continuous uninterrupted employment by the City of South St. Paul Fire Department and City of West St. Paul Fire Department.
- 2.7 DEPARTMENT: South Metro Fire Department.

- 2.8 REGULAR DUTY CALL BACK: The need for employees to be called back to duty including shift extensions for normal shift coverage.
- 2.9 EMERGENCY CALL BACK: A call to report for work by the EMPLOYER due to an active emergency as defined by the EMPLOYER.
- 2.10 OVERTIME PAY: Overtime pay will be based on a fifty-three (53) hour work week.
- 2.11 STRAIGHT TIME: The employee's normal hourly rate of pay.
- 2.12 CATASTROPHIC SICK LEAVE: A catastrophic illness or injury occurs when an employee is out of work due to the employee's own illness or injury, or to care for an ill or injured immediate family member as defined in Section 17.1 of this AGREEMENT. Examples of a catastrophic illness or injury include, but are not limited to:
- (a) Serious, debilitating illness, impairment, or physical/mental condition that involves, any period of incapacity or treatment in connection with overnight stay in a hospital, hospice, or residential medical facility.
  - (b) Continuing treatment for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity.
  - (c) Major, non-elective surgery. While elective surgery does not typically qualify as a catastrophic illness or injury, complications that result in serious health consequences may qualify as a catastrophic illness or injury.
  - (d) While most leave associated with pregnancy is covered by sick leave, complications that result in serious health consequences may qualify as a catastrophic illness or injury.
  - (e) Any absence to receive multiple treatments (including any recovery period) by, or referral by, a licensed health care provider for a condition that likely would result in incapacity (e.g. chemotherapy, physical therapy, dialysis, etc.).
  - (f) Terminal illness.
  - (g) Exhaustion of annual sick leave because of the employee's own illness or injury, or because of care for ill or injured immediate family member as defined in Section 17.1 that requires the employee's attendance.
- 2.13 MSRS: Minnesota State Retirement System, Health Care Saving Plan

### **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 full-time Captains of the South Metro Fire Department excluding the Fire Chief, Assistant Fire Chief, Fire Marshal, confidential employees, part-time employees, temporary or seasonal employees, and all other employees.

3.2 Job classifications which are within the bargaining unit and covered by this AGREEMENT are as follows:

Captain

3.3 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job classification, the issue shall be submitted to the Bureau of Mediation Services for determination.

#### **ARTICLE 4. UNION 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 up to three (3) employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

4.3 The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initial fees, dues, fines or assessments, meetings or other UNION activities on EMPLOYER time which interfere with the work of the EMPLOYER.

4.4 The UNION agrees to indemnify and hold the EMPLOYER harmless from any and all actions, suits, claims, damages, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER pursuant to Sections 4.1 and 4.3 of this Article.

#### **ARTICLE 5 MANAGEMENT RIGHTS**

5.1 The EMPLOYER and the UNION recognize and agree that the EMPLOYER has and retains all rights and authority of inherent managerial policy which include, but are not limited to, areas of discretion or policy as the functions and programs of the EMPLOYER, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and the number of personnel. All rights and authority which the EMPLOYER has not officially abridged, deleted or modified by this Agreement are retained by the EMPLOYER.

- 5.2 Rules and Regulations: It is understood that the EMPLOYER has the right to establish reasonable rules and regulations. The EMPLOYER agrees to meet and discuss with the UNION additions to or changes in existing rules and regulations prior to their implementation.

## **ARTICLE 6. 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 statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth.
- 6.2 GRIEVANCE REPRESENTATIVES. The EMPLOYER will recognize up to three (3) 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 name of such UNION representative and of the successor when so designated. The EMPLOYER shall notify the UNION in writing of the EMPLOYER's grievance representatives and of their successors when so designated.
- 6.3 PROCESSING OF GRIEVANCES. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when 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 (20) calendar days after such alleged violation has occurred present such grievance to the Assistant Fire Chief or Fire Marshal. The Assistant Fire Chief or Fire Marshal will discuss and give an answer to such Step 1 grievance within Twenty (20) 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 Assistant Fire Chief or Fire Marshal'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 Fire Chief or his designated representative. The Fire Chief or his designated representative shall give the UNION the EMPLOYER's Step 2 answer in writing within ten (10) calendar days after 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 Fire Chief or his 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.

Step 2a. In the event a grievance is not resolved in Step 2 and the subject matter specifically is an appeal of a discharge from employment of an employee within the bargaining unit, and the UNION seeks to appeal the grievance, such grievance may be appealed to the Board of Directors of the Fire Department subject to the requirement that any appeal to the Board of Directors shall be in writing and must be received by the Board within ten (10) calendar days after the Fire Chief's Step 2 answer. The Board of Directors or designee shall meet with the UNION and the aggrieved employee to hear the grievance and shall give the UNION the Board's Step 2a answer in writing within ten (10) calendar days after the Step 2a grievance meeting. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days after the Step 2a answer shall be considered waived.

Step 3. A grievance not resolved in Step 2, or Step 2a where applicable, may be appealed to arbitration by the UNION, subject to the requirement that any appeal to arbitration shall be in writing and must be received by the EMPLOYER within ten (10) calendar days after the Fire Chief's Step 2 or the Board's Step 2A answer. The UNION shall request a list of neutral arbitrators from the Minnesota Bureau of Mediation Services. The parties shall determine the selection of the arbitrator by a flip of the coin with the parties alternatively striking names from the list until one (1) name remains, who shall be the designated neutral arbitrator.

## 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.

- C. The fees and expenses for the arbitrator's services and proceedings shall be equally borne 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 record to be made provided 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 appeal thereof within the specified time limits, the UNION 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 agreement between the EMPLOYER and the UNION.

6.7 ELECTION OF REMEDIES. If, as a result of the written EMPLOYER's response in Step 2, or 2a where applicable, the grievance remains unresolved and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of this Article or to another procedure such as Veterans Preference or fair employment. If appealed to any procedure other than Step 3 of this Article, the grievance shall not be subject to the arbitration procedure provided in Step 3 of this Article; unless such a waiver is prohibited by State or Federal law. The aggrieved employee shall indicate in writing which procedure is to be used--Step 3 of this Article or an alternative procedure--and shall sign a statement to the effect that the choice of an alternate procedure precludes the employee from making an appeal through Step 3 of this Article. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

An employee pursuing a remedy pursuant to a statute under the jurisdiction of the United States Equal Employment Opportunity Commission is not precluded from also pursuing an appeal under the grievance procedure of this AGREEMENT. If a court of competent jurisdiction rules contrary to the ruling in EEOC v. Board of Governors of State Colleges and Universities, 957 F.2d 424 (7<sup>th</sup> Cir.), cert. denied, 506 U.S. 906, 113 S.Ct. 299(1992), or if Board of Governors is judicially or legislatively overruled, this paragraph of this Section 6.7 shall be null and void.



## **ARTICLE 7. SAVINGS CLAUSE**

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 provision 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. SENIORITY**

8.1 **DEFINITION OF SENIORITY.** "Total seniority" shall be defined as the length of continuous and uninterrupted employment by the EMPLOYER from the most recent date of hire, including the length of continuous and uninterrupted employment by the City of South Saint Paul Fire Department and the City of West Saint Paul Fire Department. "Classification seniority" shall be defined as the length of cumulative service in a specific job classification within the EMPLOYER where "total seniority" remains unbroken. Classification seniority is used to determine the order of layoff when there is a specific reduction in a classification. When two or more employees have the same seniority date, the employee whose eligibility test score is higher shall be said to have the greater seniority.

8.2 **REDUCTION IN FORCE.** Layoff shall mean a reduction of workforce. In the event of layoff, the following procedure shall apply: within the classification determined to be reduced in force, the employee with the least classification seniority will be selected first for layoff.

In the event of an overall reduction in the workforce, layoff shall be based on total seniority.

8.3 **SENIORITY LIST.** The department shall maintain and post a current seniority list during this AGREEMENT.

8.4 **LOSS OF SENIORITY.** An employee will lose acquired seniority in the following instances:

- A. Resignation.
- B. Discharge.
- C. Retirement.

8.5 **RIGHTS OF RECALL.** Employees who are laid off shall be placed on a recall list for a period of up to two (2) years. If there is a recall, employees on the recall list shall be eligible for recall in the inverse order of their layoff. It is the employee's obligation to maintain a current address and telephone number with the EMPLOYER during layoff and while on the recall list. The EMPLOYER shall send the notice of recall by certified mail to the employee's last known address. Upon receipt of the notice of recall, the employee shall have fourteen (14) days to return to work.

## **ARTICLE 9. HOURS OF WORK AND OVERTIME**

- 9.1 This Article is intended only to define the normal hours of work and to provide the basis for calculation of overtime pay.
- 9.2 Work shifts, staff schedules and assignment of employees thereto shall be established by the EMPLOYER.
- 9.3 The normal work shift for employees shall consist of a consecutive and uninterrupted twenty-four (24) hour period as determined by the EMPLOYER. In the event the EMPLOYER elects to establish a significant change in the normal work schedule, the EMPLOYER will provide the UNION thirty (30) days notice and the opportunity to meet and confer with the EMPLOYER regarding the schedule modification.
- 9.4 Overtime compensation shall be paid in accordance with the Fair Labor Standards Act. Vacation, sick leave and holiday time shall be considered as time worked for the purpose of calculation of overtime.
- 9.5 In order to qualify for overtime compensation, except in an emergency, overtime hours must be previously authorized and subsequently approved by the employee's supervisor. No employee will be compensated for overtime without approval of the EMPLOYER.
- 9.6 The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provision of this AGREEMENT, nor shall there be any pyramiding of premium compensation.
- 9.7 Employees required by the EMPLOYER to attend training during hours other than their regularly scheduled work time shall be compensated for all hours actually spent in classroom training at the applicable straight time or overtime rate of pay. Additionally, employees shall be compensated as follows:
  - 9.7.1 Employees assigned to one-day training shall be compensated for the travel time between the fire station and the training site.
  - 9.7.2 Employees assigned to overnight training for two or more consecutive days outside of the metro area shall not be compensated for travel time and instead shall be compensated for the employee's regularly scheduled work time.
- 9.8 Except for unusual circumstances, all employees scheduled for training during their scheduled time off shall be given written notice of not less than twenty-one (21) calendar days from the start of the training.
- 9.9 Overtime available to employees shall be distributed as evenly as practical during the fiscal year.

**ARTICLE 10. EXCHANGE OF TOURS OF DUTY**

- 10.1 Voluntary exchange of tours of duty shall be granted only after approval by the Fire Chief or his designated representative.
- 10.2 No employees shall be entitled to working out of class pay under this Article as a result of any voluntary exchange of tours of duty.
- 10.3 Time traded shall be considered to have been hours worked by the employee originally scheduled to work.
- 10.4 The hours worked by the substituting employee shall be excluded from any overtime calculation.

**ARTICLE 11. OUT OF CLASSIFICATION**

- 11.1 Any employee, when specifically assigned by the Fire Chief to perform the duties and accept responsibilities of the Assistant Fire Chief or Fire Marshal shall receive compensation at the pay rate of Assistant Fire Chief or Fire Marshal, or at a pay rate that is 104% of the employee's current pay rate, whichever is the higher pay rate, and Section 13.1 shall not apply.

**ARTICLE 12. WAGE SCHEDULE**

- 12.1 Employees shall be compensated in accordance with the wage schedule attached hereto as Appendix A.

**ARTICLE 13. EMERGENCY CALL BACK**

- 13.1 All overtime for covered employees shall be paid at the rate of one and one-half (1-1/2) times the employee's normal rate of pay.
- 13.2 Employees required to work past their normal shift (holdover) shall be compensated at the rate of one and one-half (1-1/2) times the employee's normal rate of pay or 15 minute portion thereof.
- 13.3 Employees required to report for work by the EMPLOYER during scheduled off duty time for emergencies as defined in Article 2 shall be compensated at the rate of two (2) times the employee's normal rate of pay or 15 minute portion thereof. Emergency Call Back shall override vacations. Employees shall be entitled to a minimum of two hours pay. The Emergency Call Back shall commence when the notification is sent to off-duty employees and shall conclude when determined by the Command Officer.

#### **ARTICLE 14.        UNIFORM ALLOWANCE**

- 14.1    The EMPLOYER shall provide an initial uniform to newly hired employees for the first twelve (12) months of employment. If an employee does not successfully complete the initial probationary period or if the employee terminates employment within the first year, the cost of the first year uniform issue will be deducted from the employee's wages.
- 14.2    Each employee shall receive a uniform allowance of \$600.00 in calendar year 2017 and 2018 to be expended for uniform clothing articles and maintenance of such articles shall be on a voucher basis. This provision shall not apply if an employee has already received an allowance from the EMPLOYER during the calendar year. This allowance will not be paid to newly hired employees during the first year of hire. An employee shall be allowed to carryover unused uniform allowance from calendar year to calendar year, subject to a maximum carryover of one year of uniform allowance. Any accumulated uniform allowance in excess of one year's accrual shall be forfeited effective December 31 of each year.
- 14.3    The uniform allowance for the final year of employment shall be prorated to account for less than a full calendar year if the last date of employment is June 30 or before.
- 14.4    Uniform requirements shall be at the discretion of the EMPLOYER.

#### **ARTICLE 15.        HOLIDAYS**

- 15.1    If employees are working twenty-four (24) hour tours of duty, they shall be entitled to eleven (11) 24-hour shifts leave per year in lieu of holidays. The EMPLOYER shall make every reasonable effort to allow these shifts to be taken in conjunction with earned vacation.
- 15.2    Employees working New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve and Christmas Day shall be paid one and one-half (1-1/2) times the employee's base hourly rate of pay for all hours actually worked.

#### **ARTICLE 16.        PROBATION**

- 16.1    All newly hired and rehired employees shall serve a probationary period of one (1) year. During the one (1) year probationary period, employees may be disciplined or discharged at the sole discretion of the EMPLOYER, and such discipline or discharge shall not be subject to the grievance procedure set forth in this AGREEMENT.
- 16.2    All promoted employees shall serve a six (6) month probationary period in the promotional position. The EMPLOYER may remove an employee from the promotional position during the six (6) month probationary period, and such removal shall not be

subject to the grievance procedure set forth in this AGREEMENT. An employee removed from a promotional position during the probationary period shall have the right to return to the employee's previous classification based on total seniority, unless the removal is for just cause, at the rate of pay that would have been in effect had the promotion not occurred.

## **ARTICLE 17. SICK LEAVE**

17.1 Sick leave is defined to mean the absence of an employee because of illness or injury, or attendance of such employee with an immediate family member in the event of a serious illness or injury when the employee's attendance is required. Serious illness or injury shall be defined in accordance with the examples set forth in Section 2.13. Immediate family is defined as employee's spouse, parents, siblings, children, legal wards, or parents of spouse.

17.1.1 Use of sick leave for attendance of an employee with a family member in the event of a serious illness, serious injury or hospitalization requiring such attendance are limited to three consecutive shifts per incident and five shifts per year, except as required by Minn. Stat. § 181.940 et seq.

17.1.2 Sick leave may be used for the death of an employee's immediate family, grandparents and individuals who stood in loco parentis to the employee as a child, and spouse's children, legal wards, parents, individuals who stood in loco parentis to the spouse as a child, siblings, grandparents, but is limited to a maximum of two consecutive scheduled tours of duty. These bereavement leave days shall be deducted from accrued sick leave.

17.2 An employee working twenty-four hour tours of duty shall accrue sick leave at the rate of 12 hours per month. An employee working other than twenty-four (24) hour tours of duty shall accrue sick leave on a prorated basis.

17.3 The disposition of unused sick leave shall be resolved on a year-to-year calendar basis, through the following process:

17.3.1 One Hundred Forty Four (144) hours of sick leave shall be placed in an employee's sick leave account on January 1<sup>st</sup> of each calendar year for use during the ensuing calendar year. For a new employee, a prorated amount shall be credited as of their hire date.

17.3.2 On December 31<sup>st</sup> of each calendar year, the EMPLOYER shall assign all sick leave hours remaining from the current calendar year to a "catastrophic sick leave bank." Banked catastrophic sick leave may be accumulated from year to year, but can be used only for the purposes defined in Section 2.13 of this AGREEMENT. The accumulation shall be subject to a maximum accrual of 1,440 hours. Any accrued catastrophic sick leave in excess of 1,440 hours shall

be forfeited effective December 31 of each year. Banked catastrophic sick leave shall be available only after exhaustion of the current year's sick leave complement. There shall be no compensation for unused hours in the catastrophic sick leave bank.

- 17.3.3 On December 31<sup>st</sup> of each calendar year the EMPLOYER shall compensate for one-half (1/2) of the sick leave hours remaining from the current calendar year by payment into the employee's MSRS Plan, as authorized by Section 22.2.4 of this AGREEMENT. The employee's December 31<sup>st</sup> pay rate shall be used to compute the payment into the employee's MSRS Plan.
- 17.3.4 An employee who ends employment with the SMFD prior to the completion of a calendar year shall reimburse the EMPLOYER for sick leave used in excess of the accumulation rate provided in Section 17.2.
- 17.3.5 An employee who ends employment with the SMFD prior to the completion of a calendar year and who has an unused sick leave balance, as measured by Section 17.2, shall be compensated for one-half (1/2) of the remaining sick leave hours by payment into the employee's MSRS Plan, at the rate of pay existing at the time employment ends.
- 17.3.6 An employee at the operational date of the South Metro Fire Department may carry over a maximum of 1,440 hours of accumulated sick leave from their service with the South St. Paul or the West St. Paul Fire Departments, provided that they were employed by one of the Departments at the operational date. The carry over accumulated sick leave shall only be added to the catastrophic sick leave bank defined in Section 2.13 of this AGREEMENT and as described in Section 17.3.2.
- 17.4 An employee who is sick for two consecutive scheduled tours of duty may be required by the EMPLOYER to provide a doctor's authorization to return to work indicating the nature of the illness or injury and any work restrictions. The EMPLOYER may require the employee to submit a doctor's authorization in the event there is a reason to believe that sick leave abuse is occurring.
- 17.5 The EMPLOYER shall have the right to have any injured or sick employee examined by a physician of the EMPLOYER's choice at any time sick leave is being used by the employee and sick leave abuse is suspected. The EMPLOYER shall be responsible for the cost of the physician's exam. The employee will not be required to use sick leave for the time required for the exam if the employee is on duty during the time of the exam.

## **ARTICLE 18. VACATIONS**

- 18.1 If employees are working twenty-four (24) hour tours of duty, they shall accrue vacation on a monthly basis as follows:

0-5 years	10 hours monthly/120 hours annually
6-12 years	16 hours monthly/192 hours annually
13-19 years	20 hours monthly/240 hours annually
More than 19 years	24 hours monthly/288 hours annually

- 18.2 Employees working other than twenty-four (24) hour tours of duty shall accrue vacation on a prorated basis.
- 18.3 The length of continuous and uninterrupted employment by the EMPLOYER from the most recent date of hire, including the length of continuous and uninterrupted employment by the City of South St. Paul Fire Department and the City of West Saint Paul Fire Department, shall be used as the measure for determining an employee's accrual rate.
- 18.4 An employee who ends employment with the Department who has an unused vacation leave balance, shall be compensated by check payment or depositing the corresponding amount into the employee's deferred compensation plan or MSRS account for vacation leave accrued and unused as of the date of separation. An employee that leaves employment during his or her probationary period shall not be paid for vacation accrued.
- 18.5 An employee who ends employee with the department who has used vacation leave in excess of their accrued amount shall reimburse the department for excess vacation leave used. The reimbursement shall be deducted from the employee's final check. If sufficient funds are not available in the final check, then the employee shall be required to reimburse the Department within three (3) working days of the last day of employment.
- 18.6 An employee shall be allowed to carryover unused vacation time from calendar year to calendar year, subject to a maximum carryover of one year's worth of accrued vacation time, measured by the employee's current vacation accrual rate. Any accrued vacation in excess of one year's worth, measured by the employee's current vacation accrual rate, shall be forfeited effective December 31 of each year.

## **ARTICLE 19. DRUG AND ALCOHOL TESTING POLICY**

The EMPLOYER's Drug and Alcohol Testing Policy is set forth as Appendix B is attached hereto.

## **ARTICLE 20. MOVEMENT BETWEEN LOCALS AND GENERAL SERVICE POSITIONS**

- 20.1 When a current or previous member of IAFF Local 724 has been promoted to IAFF Local 1059 or a member of IAFF Local 1059 is assigned to a General

Service position, if that employee is demoted, voluntarily requests a demotion, there is a reduction in classification or is removed from the assignment, they shall be allowed to return to IAFF Local 1059 or IAFF Local 724 as follows;

- 20.2 If due to a voluntary demotion or removed from the assignment, approved by the fire chief, the employee seeking demotion/reassignment shall return to the position previously held prior to their promotion/assignment. If no vacancy exists, the least senior employee in classification holding the position being sought by the employee seeking demotion or reassignment shall be required to return to the position they previously held. If no position/vacancy is available, the involuntarily demoted employee shall go to the top of the eligibility list and shall be appointed to the next available position from which he/she was demoted. The involuntarily demoted employee shall remain on the top of the current list or subsequent list until he/she is appointed.
- 20.3 If due to a reduction in the position, refer to Article 8.2 REDUCTION IN FORCE of this agreement.
- 20.4 If due to demotion by the department, the employee's position will be determined through the disciplinary and if necessary grievance process and the employee's seniority shall be based on prior classification seniority or total seniority as appropriate.

## **ARTICLE 21. DISCIPLINE**

- 21.1 Employees who have completed the required probationary period shall be disciplined for just cause only. Normally, discipline will be in one of the following forms:
  - A. Oral reprimand
  - B. Written reprimand
  - C. Suspension without pay
  - D. Demotion, or
  - E. Discharge

Discipline is not required to be imposed in the sequence listed above.

- 21.2 Suspensions, demotions and discharges will be in written form.
- 21.3 Written reprimands, notices of suspension, demotion and discharge shall be read and acknowledged by the signature of the employee who shall receive a copy.
- 21.4 Employees may examine their personnel files at reasonable times following written request to the EMPLOYER.



- 21.5 Suspensions, demotions and discharges may be processed beginning at Step 2 of the grievance procedure.

## **ARTICLE 22. INSURANCE**

- 22.1 Eligibility. Full-time employees are eligible to participate in the group insurance plans as set forth below.

- 22.2 The EMPLOYER and the UNION agree to allow employee participation in the, MSRS as follows:

22.2.1 It shall be the sole responsibility of the UNION to secure the employee approvals necessary for launch of MSRS Plan.

22.2.2 All contributions to the plan shall be by the employer and in lieu of cash payment to the employee for wages or severance benefits accrued to the employee.

22.2.3 All UNION employees are required to participate.

22.2.4 The UNION and EMPLOYER also agree that the annual settlement of accrued sick leave described in Section 17.3.3 and Section 17.3.5 of this AGREEMENT shall be accomplished by EMPLOYER through payments into the MSRS Plan of the employees.

~~22.2.5~~

22.2.6 MSRS Plan

1. Contribution amounts shall be based on length of service with the City of South St. Paul Fire Department and West St. Paul Fire Department, and/or the South Metro Fire Department.
2. The UNION shall inform the EMPLOYER when an employee moves from one deduction category to another.
3. The EMPLOYER shall contribute the following amounts each pay period, based on length of service, the EMPLOYER shall reduce the employee wage based on the following in lieu of cash payment :

Day 1 through 5 years-\$25.00	Day 1, year 6 through 10-\$25.00
Day 1, year 11 through 15-\$25.00	Day 1, year 16 through 20-\$25.00
Day 1, year 21 through 25-\$50.00	Day 1, year 26 until retired-\$50.00

- 22.3 Group Health Insurance. The maximum dollar amount contributed by the EMPLOYER for health insurance is:

\$800.70 per month for the period of January 1, 2017 to December 31, 2017 .

For employees electing to participate in the HSA plan, EMPLOYER will provide the full cost of the premium for single coverage plus \$2,500.00 payable in two equal installments by January 31<sup>st</sup> and July 15<sup>th</sup> each year towards the cost of the deductible. Employees with family coverage electing to participate in the HSA plan shall be eligible for the EMPLOYER maximum dollar contribution of \$800.70 per month plus \$1,000 payable in one installment by January 31<sup>st</sup> each year towards the cost of the deductible.

It is the intent of both parties to renegotiate the terms of Article 22.3 Group Health Insurance for calendar year 2018.

Any additional costs for premium coverage shall be paid by the employee through payroll deduction.

- 22.4 Group Life Insurance. The EMPLOYER shall provide the employee with term life in the amount of \$40,000.

- 22.5 Group Dental Insurance. The Employer will provide dental insurance for employees covered by this AGREEMENT. The EMPLOYER's share of dental insurance premium shall not exceed \$29.46 per month. Any additional cost for such coverage shall be paid by the employee through payroll deduction.

It is the intent of both parties to renegotiate the terms of Article 22.5 Group Dental Insurance for calendar year 2018.

## **ARTICLE 23. INJURY ON DUTY**

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular pay and Worker's Compensation insurance payments for a period not to exceed ninety (90) calendar days per injury not charged to the employee's vacation, sick leave or other accumulated benefits. No employee can receive more than the employee's gross pay as a result of any Employer pay supplement to Worker's Compensation benefits. Following exhaustion of leave pursuant to this Article, an employee that remains injured and is not released to return to work may utilize accrued sick leave, catastrophic sick leave and accrued vacation in that order.

## **ARTICLE 24. COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- 24.1 This instrument constitutes the entire AGREEMENT of the EMPLOYER and the UNION, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

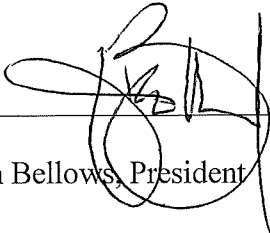
24.2 The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right to meet and negotiate, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered in this AGREEMENT except by mutual written agreement of the parties to reopen negotiations. Any modification in the terms of this AGREEMENT shall be reduced to writing and signed by both parties.

#### **ARTICLE 25. DURATION**


This AGREEMENT shall be effective January 1, 2017, and shall remain in full force and effect through December 31, 2018, and shall continue in effect from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this AGREEMENT.

**IN WITNESS WHEREOF**, the parties hereto have executed this Labor Agreement this 28<sup>th</sup> day of JUNE, 2017.

FOR SOUTH METRO FIRE DEPARTMENT

  
\_\_\_\_\_  
John Bellows, President

FOR IAFF, LOCAL 1059

  
\_\_\_\_\_  
Brad Quiggle, President

## **Appendix A - Wage Schedule**

### 1. Captain Classification

The wage schedule for the Captain classification in the South Metro Fire Department for the period effective January 1, 2017 through December 31, 2018 for the purposes of this AGREEMENT shall be:

<b>Length of Service</b>	<b>Percent of Top Captain Step</b>
0 – 12 months	70% of top step
12 – 24 months	80% of top step
24 – 36 months	90% of top step
Over 36 months	Top step

For those employees appointed to Captain prior to July 1, 2017:

Top step for the period: January 1 – December 31, 2017 = \$7,244.57/month.

Top step for the period: January 1 – December 31, 2018 = \$7,443.80/month.

For those employees appointed to Captain after July 1, 2017:

Top step for the period: January 1 – December 31, 2017 = \$7,121.79/month.

Top step for the period: January 1 – December 31, 2018 = \$7,317.64/month.

The employees serving as Lieutenants prior to July 1, 2017 may make a one time election, order based on classification seniority, to serve in the classification of Captain, as a result of the 2017 Department reorganization. The former Lieutenants who do not elect to serve as a Captain shall be designated as Firefighters and compensated in accordance with the IAFF Local 724 Labor Agreement. Employees serving as Lieutenants prior to July 1, 2017 who do not immediately have the opportunity to make their one time election to serve in the classification of Captain shall remain as a Lieutenant until they have the opportunity to make their one time election when a Captain position becomes available. Lieutenant Mike Nelson has made his one time election to serve in the classification of Captain. Upon completion of his assignment as the Training Chief he will serve as a Captain, with classification seniority including time served as the Training Chief.

Length of service shall be calculated as the length of continuous and uninterrupted employment by the EMPLOYER from the most recent date of hire, including the length of continuous and uninterrupted employment by the City of South St. Paul Fire Department and/or the City of West St. Paul Fire Department.

Newly hired and rehired employees may be started at any step deemed appropriate by the EMPLOYER. They may not proceed to a next step, however, until successful completion of probation as described in Article 16.

## 2. Longevity Allowance

In recognition of dedicated service, the EMPLOYER shall pay each qualifying full-time employee monthly longevity payments on the terms hereinafter listed:

### a. For those employees hired prior to January 1, 1991:

- Employees with more than 15 but less than 20 completed years of continuous and uninterrupted full-time employment by the EMPLOYER as measured from the most recent date of hire, including the length of continuous and uninterrupted employment by the City of South St. Paul Fire Department and the City of West St. Paul Fire Department, shall receive a monthly longevity payment of two percent (2%) of the employee's base rate of pay.
- Employees with more than 20 completed years of continuous and uninterrupted full-time employment by the EMPLOYER as measured from the most recent date of hire, including the length of continuous and uninterrupted employment by the City of South St. Paul Fire Department and the City of West St. Paul Fire Department, shall receive a monthly longevity payment of six percent (6%) of the employee's base rate of pay.

### b. For those employees hired after January 1, 1991:

- Employees with more than 8 but less than 15 completed years of continuous and uninterrupted full-time employment by the EMPLOYER as measured from the most recent date of hire, including the length of continuous and uninterrupted employment by the City of South St. Paul Fire Department and the City of West St. Paul Fire Department, shall receive a monthly longevity payment of one percent (1.0%) of the employee's base rate of pay.
- Employees with more than 15 but less than 20 completed years of continuous and uninterrupted full-time employment by the EMPLOYER as measured from the most recent date of hire, including the length of continuous and uninterrupted employment by the City of South St. Paul Fire Department and the City of West St. Paul Fire Department, shall receive a monthly longevity payment of two percent (2%) of the employee's base rate of pay.

- Employees with more than 20 completed years of continuous and uninterrupted full-time employment by the EMPLOYER as measured from the most recent date of hire, including the length of continuous and uninterrupted employment by the City of South St. Paul Fire Department and the City of West St. Paul Fire Department, shall receive a monthly longevity payment of five percent (5%) of the employee's base rate of pay.

## **Appendix B**

### **DRUG AND ALCOHOL TESTING POLICY**

1. This Policy shall conform to the requirements of the laws set forth in Minnesota Statute Chapter 181 and the Federal Drug Free Workplace Act of 1988. The terms defined in this Policy shall have the meanings given to them by Minnesota and federal law.
2. Employee Requirements.
  - 2.1 No employee will be under the influence of any drug or alcohol while the employee is on duty, posses, sell, or transfer drugs or alcohol while the employee is working or on the Employer's premises except to the extent authorized by a valid medical prescription.
  - 2.2 An employee will notify the Employer in writing of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Employer will notify the appropriate federal agency of such conviction within ten (10) days of receiving notice from the employee.
3. Persons Subject to Testing.
  - 3.1 No person will be tested for drugs or alcohol under this Policy without the person's consent. The Employer will request or require an individual to undergo drug or alcohol testing only under the circumstances described in this Policy.
  - 3.2 Job Applicants. Job applicants may be required to undergo drug and alcohol testing after a job offer has been conditionally made and before commencing employment in the position.
4. Circumstances for Drug or Alcohol Testing.
  - 4.1 Reasonable Suspicion Testing. The Employer may request or require an employee to undergo drug and alcohol testing if the Employer has a reasonable suspicion that the employee:
    - 4.1.1 Is under the influence of drugs or alcohol;
    - 4.1.2 Has violated the Employer's written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while the employee is working or while the employee is on the Employer's premises or operating the Employer's equipment;

- 4.1.3 Has sustained a personal injury, as that term is defined in Minnesota Statute 176.011, subd. 16, or has caused another employee to sustain a personal injury; or
  - 4.1.4 Has caused a work related accident or was operating or helping to operate machinery, equipment or vehicles involved in a work related accident.
- 5. Other Testing. The Employer will permit an employee who has requested a drug and alcohol test to undergo testing in accordance with the procedures established by this Policy at the employee's expense.
- 6. Refusal to Undergo Drug or Alcohol Testing.
  - 6.1 Job Applicants. If a job applicant refuses to undergo drug or alcohol testing requested or required by the Employer, no such test will be given, and the job applicant will be deemed to have withdrawn the application for employment.
  - 6.2 Employees. If any employee refuses to undergo drug or alcohol testing requested or required by the Employer, no such test will be given, but the Employer may discipline the employee. Such discipline may include discharge on grounds of insubordination.
  - 6.3 Refusal on Religious Grounds. No employee or job applicant who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds will be deemed to have refused unless the employee or job applicant also refuses to undergo drug or alcohol testing of a urine sample.
- 7. Procedure for Testing. The procedure for testing shall conform with Minnesota and federal law.
- 8. Notice of Test Results. Within three (3) working days after receipt of the test result report from the testing laboratory, the Employer will inform an employee or job applicant who has undergone drug or alcohol testing in writing of a negative test result on an initial screening test or of a negative or positive test result on a confirmatory test. The Employer will also inform an employee or job applicant of the following rights pursuant to Minnesota Statute 181.953.
  - 8.1 The right to request and receive from the Employer a copy of the test result report.
  - 8.2 The right to request within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense or a confirmatory retest at another laboratory at the employee's expense.
  - 8.3 The right to submit information to the Employer within three (3) working days after a notice of a positive test result to explain that result.



- 8.4 The right of an employee for whom a positive test result on a confirmatory test was the first such result on a drug or alcohol test requested by the Employer not to be discharged unless the Employer has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program.
  - 8.4.1 Participation in a counseling or rehabilitation program will be at the employee's own expense or pursuant to coverage under an employee's benefit plan.
  - 8.4.2 The Employer may determine which type of program is more appropriate for the employee after consultation with a certified chemical-use counselor or a physician trained in the diagnosis and treatment of chemical dependency.
  - 8.4.3 The employee may be discharged if she/he has either refused to participate in the counseling or rehabilitation program, or has failed to successfully complete the program. Withdrawal from the program before its completion or a positive test result on a confirmatory test after completion of the program will be considered evidence that the employee failed to successfully complete the program.
- 8.5 The right not to be disciplined if the outcome of the confirmatory or confirmatory retest is negative.
- 8.6 The right not to be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Employer concerning the reliability of, or explanation for, a positive test result unless the employee or job applicant was under an affirmative duty to provide the information before, upon, or after hire.
- 8.7 The right to access the information in their personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process including conclusions drawn from and actions taken based on the reports or other acquired information.
- 8.8 The right of an employee or a job applicant, who has received a job offer made contingent on the applicant passing drug and alcohol testing, to not have the offer withdrawn based on a positive test result from an initial screening test that has not been verified by a confirmatory test.
- 9. Action After Test. The Employer will not discharge, discipline, discriminate against, or request or require rehabilitation of an Employee solely on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.

Where there has been a positive test result in a confirmatory test and in any confirmatory retest, the Employer may do the following:

- 9.1 First Positive Test Result. If a professional assessment deems treatment warranted, give the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate. The Employer through its Employee Assistance Program may determine which type of program is more appropriate after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency. Participation in a counseling or rehabilitation program will be at the employee's own expense or pursuant to coverage under and employee's own benefit plan.

When undergoing treatment and evaluation, employees may use accumulated paid leave. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program, or the Employer may discharge the employee.

- 9.2 Completion of Rehabilitation. Upon successful completion of rehabilitation, the employee shall be returned to their regular duty assignment. Employee reassignment during treatment shall be based on each individual's circumstances. If follow up care is prescribed after treatment, this may be a condition of employment.
- 9.3 Suspension and Transfers. The Employer may temporarily suspend the tested employee or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the Employer believes that it is reasonably necessary to protect the health or safety of the employee, co-employees, or the public.
- 9.4 Data Privacy. The Employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another Employer or to a third party group or individual, governmental agency, or private organization without the written consent of the employee tested, unless required by law or court order.