JANUARY 1, 2011 – DECEMBER 31, 2012

AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

THE SAINT PAUL FIRE SUPERVISORY ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 3939

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ARTICLE 1 – PURPOSE

1.1 The Employer and the Saint Paul Fire Supervisory Association (SPFSA) agree that the purpose of entering into this Agreement is to:

1.1 (1) Achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of performance that is consistent with the well being of all concerned.

1.1 (2) Establish the full and complete understanding of the parties concerning the terms and conditions of this Agreement.

1.1 (3) Establish procedures to orderly and peacefully resolve disputes as to the application of interpretation of this Agreement.

1.1 (4) Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2 – DEFINITIONS

2.1 Association: Saint Paul Fire Supervisory Association (SPFSA), International Association of Firefighters, Local 3939

2.2 Employer: The City of Saint Paul

2.3 Association Member: A member of Saint Paul Fire Supervisory Association (SPFSA).

2.4 Employee: A member of the exclusively recognized bargaining unit as certified by the State Bureau of Mediation Services in Case No. 78-PR-1056-A dated August 1, 1978.

2.5 Vacancy: As determined by the department head, a funded position opening in a class specified in Article 3.2.

2.6 Position: Any specific office, employment or job in the Fire Department in a class specified in Article 3.2.

2.7 Tour of Duty:

A. For a fifty-six (56) hour work week employee: The performance of job duties and acceptance of the responsibilities of a position for a consecutive and uninterrupted twenty-four (24) hour period from 7:00 a.m. on a calendar day to 7:00 a.m. on the following calendar day.

B. For a forty (40) hour work week employee: The performance of job duties and acceptance of the responsibilities of a position for a consecutive and uninterrupted eight (8) hour period within a calendar day.

ARTICLE 2 – DEFINITIONS (Continued)

C. Notwithstanding B above, employees assigned to a forty (40) hour work week may, through mutual agreement with the Employer, work schedules other than schedules limited by B above. Overtime compensation for employees working under such agreements shall be subject to the provisions as set forth by the Fair Labor Standards Act.

2.8 Department: The fire department of the City of Saint Paul as established and amended from time to time pursuant to Section 9.01 of the City Charter.

2.9 Overtime: Work performed by an Employee in excess of the Employee's tour of duty by order of the Employer.

2.10 Overtime Pay: For employees assigned to a fifty-six (56) hour work week, overtime pay, for the purpose of Article 21, will be based on a fifty-six (56) hour work week. For employees assigned to a forty (40) hour work week, overtime pay, for the purpose of Article 21, will be based on a forty (40) hour work week.

ARTICLE 3 – RECOGNITION

3.1 The Employer recognizes the SPFSA as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for supervisory Fire Department personnel.

3.2 Job classes which are within the bargaining unit and covered by this Agreement are as follows:

Assistant Fire Marshal
Chief Fire Investigator
Deputy Fire Chief
Deputy Training Chief
Fire District Chief
Fire Emergency Management & Communications Chief
Emergency Medical Services Chief
Emergency Preparedness Coordinator
Fire Marshal
Fire Training Officer

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

ARTICLE 4 – SECURITY

4.1 The Employer shall deduct from the wages of Employees who authorize such a deduction in writing an amount necessary to cover monthly Association dues and assessments. Such monies shall be remitted as directed by the Association.

4.2 The Association may designate Employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.

4.3 The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the city as a result of any action taken or not taken by the city under the provisions of this article.

ARTICLE 5 – EMPLOYER AUTHORITY

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

5.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include but are not limited to, such areas of discretion of policy as the functions and programs of the employer, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

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 the Agreement.

6.2 **SPFSA REPRESENTATIVES**: The Employer will recognize representatives designated by the SPFSA as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The SPFSA shall notify the Employer in writing of the names of such SPFSA representatives and of their successors when so designated.

6.3 **PROCESSING OF GRIEVANCE**: It is recognized and accepted by the SPFSA and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the SPFSA shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the SPFSA representatives 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 program of the Employer.

ARTICLE 6 – GRIEVANCE PROCEDURE (Continued)

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 the Contract shall within twenty-one (21) calendar days after such alleged violation has occurred present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed in Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Contract allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the SPFSA within ten (10) calendar days shall be considered waived.

Step 2 If appealed, the written grievance shall be presented by the SPFSA, and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the SPFSA 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 within ten (10) calendar days following the Employer-designated representative's Step 2 answer. Any grievance not appealed in writing to Step 3 by SPFSA within ten (10) calendar days shall be considered waived.

Step 3 If appealed, the written grievance shall be presented by the SPFSA to, and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the SPFSA the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed by the SPFSA to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the SPFSA within ten (10) calendar days shall be considered waived.

Optional Mediation Step

1. If the grievance has not been satisfactorily resolved at Step 3, either the Union or the Employer may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment unless the parties mutually agree to lengthen the time limit.

2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.

3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.

4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.

5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.

6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

6.5 **ARBITRATOR'S AUTHORITY**: 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 SPFSA, and shall have no authority to make a decision on any other issue not so submitted.

6.6 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 the 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 this Agreement and to the facts of the grievance presented.

ARTICLE 6 – GRIEVANCE PROCEDURE (Continued)

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

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

6.9 **RECORDS**: All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved employee(s).

ARTICLE 7 – SAVINGS CLAUSE

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

ARTICLE 8 – UNIFORM ALLOWANCE

8.1 Effective January 1, 2010, the uniform allowance is $538.79. In each succeeding year, the preceding years' uniform allowance shall be increased by the negotiated across the board percentage wage increase.

8.2 Effective January 1, 2009, the clothing allowance will be changed from a reimbursement to a direct payment to members of the bargaining unit. The clothing allowance will be placed on the check for the first pay day in March for active employees. Employees are responsible for reporting for duty in a clean, Department authorized uniform. Employees who fail to do so will be relieved of duty without pay until such time as they report wearing an acceptable uniform and may be subject to discipline.

8.3 Effective December 31, 2008, all existing uniform balances shall be frozen. Association members shall have until December 31, 2010 to spend down their balances under the current reimbursement system.

ARTICLE 9 – LEGAL SERVICES

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

9.2 Notwithstanding Article 9.1, the Employer shall not be responsible for paying any legal service fee or for providing any legal service arising from any legal action where the employee is the Plaintiff.

ARTICLE 10 – SENIORITY

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

10.2 **Loss of Department Seniority**: An Employee will lose acquired department seniority in the following instances:

10.2 (1) Resignation
10.2 (2) Discharge
10.2 (3) Retirement

10.3 **Work Force Reduction**: In the event of a reduction in the department work force, such reduction shall occur in accordance with Section 22 of the Civil Service Rules as of the date of the signing of this Agreement.

10.4 **Reduction in Rank**: Reduction in rank shall be in accordance with the Civil Service Rules as of the date of the signing of this Agreement. Except as indicated below:

10.4 (1) Reduction in rank for periods up to but no more than 30 consecutive calendar days will be by platoon seniority.

10.4 (2) Reduction in rank for more than 30 consecutive calendar days shall be in accordance with the Civil Service Rules as of the date of the signing of this Agreement.

ARTICLE 11 – CALL BACK

11.1 Employees required by the Employer to report for work during off-duty time will be compensated at the overtime rate in accordance with Article 2.10 of this Agreement. The minimum payment under this Article will be four (4) times the Employee's hourly rate. An early report of two (2) hours or less, or an extension of a normally scheduled tour of duty, shall not qualify an Employee for this minimum payment.

ARTICLE 12 – INSURANCE

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

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

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

Open Access with Deductible:	$561.63 + $75 to be deposited in a VEBA account for those employees who are on active paid employment status.
Primary Clinic with $500 Deductible:	$615.10
Distinctions:	$507.54

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

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

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

12.5 Under the cafeteria plan full-time, benefit eligible employees, (i.e. 40hrs/pay period or more) must select at least single health insurance coverage and employee life insurance in an amount of $10,000. The City will contribute the cost of the $10,000 mandatory life insurance.

12.5 (1) An employee whose spouse is also employed by the City of St. Paul and is eligible to participate in the city's health insurance plan will not be required to select the mandatory health insurance coverage as long as one of the spouses is participating in the city's health insurance plan with family coverage. The mandatory life insurance coverage continues to apply. In this event, two hundred twenty five dollars ($225.00) per month shall be eligible for payment as unused benefit dollars.

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

Survivor Insurance

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

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

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

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

12.7 (1) The subsequent remarriage of the surviving spouse of the deceased employee or retiree.

12.7 (2) The employment of the surviving spouse where hospital insurance coverage is obtained through a group program provided by said Employer. However, it is further understood that in said event, the surviving spouse shall have the right to maintain City health insurance coverage for the first ninety (90) days of said employment.

ARTICLE 12 – INSURANCE (Continued)

Retiree Insurance

12.8 Employees who retire must meet the following conditions in order to be eligible for Employer contributions listed in Articles 12.8 through 12.14 below toward a health insurance plan offered by the Employer:

12.8 (1) Be receiving benefits from a public employee retirement act covering employees of the City of Saint Paul at the time of retirement, and

12.8 (2) Have severed his/her relationship with the City of Saint Paul under one of the retiree plans, and

12.8 (3) Have completed at least 20 full time years of consecutive service with the City of Saint Paul or be receiving a disability pension from a public employee retirement fund covering employees of the City of Saint Paul, and

12.8 (4) Have severed his/her relationship with the City of Saint Paul for reasons other than an involuntary termination for misconduct.

Early Retirees

12.9 This Article shall apply to employees who:

12.9 (1) Were appointed on or before December 31, 1995, and
12.9 (2) Have not attained age 65 at retirement, and
12.9 (3) Meet the terms set forth in Article 12.8 above, and
12.9 (4) Select a health insurance plan offered by the Employer.

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

When such early retiree attains age 65, the provisions of Article 12.12 shall apply.

12.10 This Article shall apply to employees who:

12. 10 (1) Were appointed on or after January 1, 1996, and
12. 10 (2) Have not attained age 65 at retirement, and
12. 10 (3) Meet the terms set forth in Article 12.8 above, and
12. 10 (4) Select a health insurance plan offered by the Employer.

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

When such early retiree attains age 65, the provisions of Article 12.13 shall apply.

ARTICLE 12 – INSURANCE (Continued)

12.11 This Article shall apply to employees who:

12.11 (1) Were appointed on or after December 31, 2007, and
12.11 (2) Have not attained age 65 at retirement, and
12.11 (3) Meet the terms set forth in Article 12.8 above, and
12.11 (4) Select a health insurance plan offered by the Employer.

Until such retirees reach sixty five years (65) of age, the Employer agrees to contribute a maximum of $100.00 per month toward the cost of single or family health insurance coverage. Any unused portion of the Employer contribution shall not be paid to the retiree.

When such early retiree attains age 65, the provisions of Article 12.14 shall apply.

Regular Retirees (Age 65 and over)

12.12 This Article shall apply to employees who:

12.12 (1) Were appointed prior to January 1, 1996, and
12.12 (2) Have attained age 65 at retirement, and
12.12 (3) Meet the terms set forth in Article 12.8 above, and
12.12 (4) Select a health insurance plan offered by the Employer.

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

12.13 This Article shall apply to employees who:

12.13 (1) Were appointed on or after January 1, 1996, and
12.13 (2) Have attained age 65 at retirement, and
12.13 (3) Meet the terms set forth in Article 12.8 above, and
12.13 (4) Select a health insurance plan offered by the Employer.

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

12.14 This Article shall apply to employees who:

12.14 (1) Were appointed on or after December 31, 2007, and
12.14 (2) Have attained age 65 at retirement, and
12.14 (3) Meet the terms set forth in Article 12.8 above, and
12.14 (4) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute a maximum of $100.00 per month toward the premium for single or family health insurance coverage offered to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

ARTICLE 12 – INSURANCE (Continued)

12.15 The contributions indicated in this Article 12 shall be paid to the Employer's third party administrator or designated representative.

12.16 A retiree's participation in the City's health insurance plan must be continuous. The retiree must be participating in a City health insurance plan at the time of retirement. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation at a later date, such retiree will not be eligible for any future participation or for any Employer contribution.

ARTICLE 13 – VACATION/HOLIDAY

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

Years of service	40 hour Employees
1st year thru 5th year	128 hours (16 days) (.0616)
6th year thru 15th year	176 hours (22 days) (.0847)
16th year thru 25th year	216 hours (27 days) (.1039)
26th year and beyond	224 hours (28 days) (.1077)

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

For 56 hour employees in each IRS payroll year, each full-time employee shall be granted vacation according to the following schedule:

Years of service	56 hour Employees
1st year thru 5th year	252 hours (10 shifts 12 hrs)*
6th year thru 15th year	308 hours (12 shifts 20 hrs)**
16th year thru 25th year	375.2 hours (15 shifts 15 hrs 12 min)***
26th year and beyond	386.4 hours (16 shifts 2 hrs 24 min)****

* 4.5 x designated work week
** 5.5 x designated work week
*** 6.7 x designated work week
**** 6.9 x designated work week

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

For purposes of this Article, qualifying years of service shall be based on an employee's original employment date with the City.

13.2 The department head may permit Employees to carry over into the following fiscal year, vacation time equivalent to three work weeks. Vacation schedules shall be fixed by the department head. An Employee not working full-time shall be granted vacation on a pro-rata basis.

ARTICLE 13 – VACATION/HOLIDAY (Continued)

13.3 Employees separated from employment by reason of resignation shall be granted such vacation pay as has been earned and remains unused at the time of separation, provided notification of resignation has been sent to the department head, in writing, at least fifteen (15) calendar days prior to the date of resignation. Employees separated from employment by reason of discharge, retirement, or death shall be granted such vacation pay as has been earned and remains unused at the time of separation. Employees granted more vacation time than earned at the time of separation from employment shall pay the Employer for such unearned vacation.

Effective November 15, 2006, any member of the bargaining unit who retires from the City and has accrued but unused vacation will have all such time paid out into a Post Employment Health Plan account if the member is eligible for and receives severance under Article 16 of this agreement. Post Employment Health Plan contributions will be made at the time of retirement.

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

13.5 Vacation Sell Back

Employees may request compensation in cash for up to four (4) days of unused vacation within each IRS payroll reporting year. Payment will be at the discretion of the Department Head and additionally, limited by the availability of funds in the Department's Budget. Such election must be made in writing on or before December 1 of each year. If the employee elects to sell vacation, the payment for such sold vacation shall be made in a lump sum in the nearest full payroll period following the election date. The payment shall be in an amount equal to the number of hours sold times the employee's regular rate of pay in effect as of the date of such election. Article 13.5 shall not be subject to the provisions of Article 6 of this Agreement.

13.5 (1) Invoking the use of sick leave to vacation conversion as provided for in Article 15.4 at any time within the IRS payroll reporting year will prohibit the use of 13.5 above.

ARTICLE 14 – PARENTAL LEAVE

14.1 Maternity and Parental Leave. Pregnant employees of the City of Saint Paul shall be eligible for the use of paid sick leave and unpaid leave of absence in the same manner as any other disabled or ill City employee. Such paid sick leave eligibility shall begin upon certification by the employee's attending physician that the employee is disabled in terms of her ability to perform the duties of her position.

ARTICLE 14 – PARENTAL LEAVE (Continued)

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

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

ARTICLE 15 – SICK LEAVE

15.1 Sick leave shall be earned and granted in accordance with the Civil Service Rules. Effective the first pay period of 2010, the sick leave accrual rate is reduced from 0.0538 of each working hour on the payroll, excluding overtime, to 0.0462 for each hour on the payroll, excluding overtime. The Association and the Employer agree to meet and confer during the term of this contract to discuss sick leave usage by the Association and possible impacts on Severance.

15.2 In the case of a serious illness or disability of an employee's child, parent or household member, the head of the department shall grant leave with pay in order for the employee to care for or make arrangements for the care of such sick or disabled persons. Such paid leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to the number of hours designated to be the employee's work week per incident.

15.3 Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, may be granted one day of sick leave to attend the funeral of the employee's grandparent or grandchild.

15.4 If an employee has an accumulation of sick leave credits in excess of one hundred and eighty days, he/she may convert any part of such excess to vacation at the rate of one-half day's vacation for each day of sick leave credit. No employee may convert more than ten (10) days of sick leave in each calendar year under this provision.

ARTICLE 16 – SEVERANCE PAY

16.1 The employer shall provide a severance pay program as set forth in this Article 16. Employees are not eligible for severance plans listed in City Ordinance No. 11490.

16.2 To be eligible for the severance pay program, an employee must meet the following requirements:

16.2 (1) The employee must be voluntarily separated from City employment or have been subject to separation by lay-off or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City Severance pay program.

ARTICLE 16 – SEVERANCE PAY (Continued)

16.2 (2) The employee must file a waiver of re-employment with the Human Resources Director, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or re-employment (of any type), with the City or with Independent School District No. 625.

16.2 (3) The employee must have an accumulated balance of at least eighty (80) days of sick leave credits at the time of his/her separation from service.

16.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he/she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum as shown below based on the number of years of service with the City.

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

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

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

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

16.4 For the purpose of this severance program, a death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above at the time of his/her death, payment of the severance pay may be made to the employee's estate or spouse.

16.5 For the purpose of this severance program, a transfer from the City of Saint Paul employment to Independent School District No. 625 employment is not considered a separation of employment, and such transferee shall not be eligible for the City severance program.

ARTICLE 16 – SEVERANCE PAY (Continued)

16.6 The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490.

16.7 The manner of payment of severance in amounts of ten thousand dollars ($10,000) or less shall be made in accordance with the provisions of City Ordinance No. 11490.

16.8 For any employee who is eligible to receive severance from the City under this Article, the City will contribute the full amount of their severance payment to a post-employment health plan pursuant to the Memorandum of Understanding between the parties dated March 12, 2003.

ARTICLE 17 – WAGES

17.1 The biweekly rates for titles other than District Fire Chief covered by this Agreement shall be adjusted to reflect the percent as shown below of the rates applicable to the title District Fire Chief.

TITLE	PERCENT of DISTRICT FIRE CHIEF
Assistant Fire Marshal	91.3%
Emergency Preparedness Coordinator	92.9%
Fire Emergency Management & Communications Chief	100.0%
Fire Training Officer	100.0%
Chief Fire Investigator	100.0%
Deputy Fire Chief	108.3%
Fire Marshal	108.3%
Emergency Medical Services Chief	108.3%
Deputy Training Chief	108.3%

Such adjustments shall be effective on the first day of the first payroll period of the respective year.

17.2 Any Fire Captain currently receiving the premium as a paramedic, hazmat or ATR with 12 years of service who is promoted to Fire District Chief or Fire Training Officer shall begin at the 10 year step.

17.3 The wage schedule for the purpose of this Agreement shall be Appendix B attached hereto.

ARTICLE 18 – VOLUNTEERISM AND/OR OUTSIDE EMPLOYMENT

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

ARTICLE 19 – INCAPACITATION

19.1 Regular, full time employees in the titles listed in Article 3 of this agreement who are injured during the course of employment and thereby rendered incapable of performing job duties and responsibilities shall receive full wages during the period of incapacity, not to exceed the period equal to twelve (12) months plus accumulated sick leave. It is understood that in such cases, the twelve (12) month period shall first be utilized and only when same is exhausted shall accumulated sick leave be applicable.

19.2 Effective December 31, 2005, the City and Union agree that employees covered by this collective bargaining agreement are no longer eligible for the off duty benefit as set forth in the City Charter Section 12.10.

19.3 Employees injured or incapacitated by illness in the line of duty shall be entitled to reinstatement at any time within five (5) years from the date of injury or incapacity provided they are physically capable of resuming their job.

19.4 Except as specifically provided in this Article, all illness and incapacity rules and policies previously in effect shall continue.

ARTICLE 20 – DRUG AND ALCOHOL TESTING

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

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

20.3 **Employee Testing:** No employee will be tested for drug or alcohol abuse unless there exists reasonable suspicion to believe that the employee to be tested is under the influence of illegal drugs or alcohol. Random or mass testing is prohibited. No such testing may be conducted without the written approval of the officer in charge of the unit.

The officer in charge must document in writing who is to be tested and why the testing was ordered. Failure to follow any of these procedures shall result in the elimination of the test results as if no test had been administered. The test results shall be destroyed and no discipline shall be levied against the employee.

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

20.5 **Testing Procedures:** All samples shall be tested for Chemical Adulteration, Narcotics, Cannabis, PCP, Cocaine, Amphetamines, Alcohol and Sedatives. The testing shall be done by a Selected Laboratory and the following standards shall be used:

Drug Testing Standards

Alcohol .02 concentration as shown by an analysis of urine

Drug Group	Drug or metabolite detected	Initial Test level ng/ml	GC/MS Confirmation
Amphetamine	Amphetamine	1,000 ng/ml	500 ng/ml
	Methamphetamine	1,000 ng/ml	500 ng/ml
Cocaine metabolites	Benzoylecgonine	300 ng/ml	150 ng/ml
Marijuana metabolites	delta-9-THC-9-COOH	15 ng/ml	15 ng/ml
Opiate metabolites	Codeine	300 ng/ml	300 ng/ml
	Total Morphine	300 ng/ml	300 ng/ml
Phencyclidine	PCP	25 ng/ml	25 ng/ml
Barbiturates	Secobarbital	300 ng/ml	1,000 ng/ml
	Pentobarbital	1,000 ng/ml	1,000 ng/ml
	Phenobarbital	3,000 ng/ml	1,000 ng/ml
	Butabarbital	1,000 ng/ml	1,000 ng/ml
Benzodiazepine metabolites	Oxazepam	300 ng/ml	300 ng/ml
Methadone	Methadone	300 ng/ml	300 ng/ml

Drug or Drug Group	Initial Test metabolite detected	GC/MS level ng/ml	Confirmation
Methaqualone	Methaqualone	300 ng/ml	300 ng/ml
Propoxyphene	Propoxyphene	300 ng/ml	300 ng/ml
	Norpropoxyphene	300 ng/ml	300 ng/ml

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

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

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

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

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

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

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

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

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

ARTICLE 20 – DRUG AND ALCOHOL TESTING (Continued)

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

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

20.11 **Conflict with Other Laws:** This Article is in no way intended to supercede or waive an employee's federal or state constitutional rights.

ARTICLE 21 – OVERTIME

21.1 Employees required to work in excess of their assigned tour of duty will be compensated at the rate of one and one-half (1.5) times the employee's normal rate. Such compensation shall be made in cash or in compensatory time at the option of the Employer.

21.2 The purpose of this section is to effectively eliminate three (3) Fire District Chief positions, i.e., those positions which have been traditionally known as the pool of Fire District Chiefs.

Beginning December 31, 1997 the employer may assign Fire Captains to perform the duties of Fire District Chiefs only in accordance with subsections 2.1, 2.2, and 2.3 below.

21.2 (1) All Fire Deputy or District Chiefs assigned and available for work on a shift are working as Fire Deputy or District Chief.

21.2 (2) The Department may assign Captains as out-of-title District Chiefs for any absence (Scheduled absence, as used herein, is an absence that will be known when a segment schedule is prepared and distributed for the next, i.e., immediately following segment). However, the out-of-title assignments will not occur until Deputy and District Chiefs, as a group have scheduled or earned, within the calendar year, eight (8) overtime shifts per person. If a Deputy or District Chief elects not to use all of their allotted overtime days, the remaining days shall be used by other Deputy or District Chiefs. This overtime will be earned by filling Deputy and District Chief scheduled absences. Once the eight (8) overtime shifts per person are utilized, and a Captain is assigned to work out-of-title as a District Chief, and the assignment of a Captain to work out-of-title directly results in overtime during that work shift, no out-of-title assignments shall be made until such assignments are first offered to members of the Association. The Association shall determine the means and process for contacting Association members for such assignments. The selection of personnel for such assignments shall not be subject to Article 6 of this Agreement.

ARTICLE 21 – OVERTIME (Continued)

21.2 (3) The Association will determine the method and be responsible for distributing the scheduled overtime tours of duty among the Deputy and District Chiefs. This will be done to the satisfaction of the employer that qualified personnel are filling the positions.

ARTICLE 22 – DISCIPLINE

22.1 The Employer may discipline employees in any form listed below:

Oral Reprimand
Written Reprimand
Suspension
Demotion

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

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

ARTICLE 23 – POSITION OPENINGS

23.1 To expedite the filling of vacancies under the civil service procedures, the head of the department or designated representative will:

- Make requisition for certification of eligibles to fill a vacancy within fifteen (15) days after determining that a vacancy exists.
- Within fifteen (15) days after the department head has met with the certified eligibles, he/she will fill the vacancy.

If no eligible list is in effect when a vacancy occurs, the department head shall, within fifteen (15) days, request the Human Resources Director to conduct an examination for the purpose of establishing an eligible list.

Nothing in this Article 23 shall be construed to eliminate or lessen the Department Head's right to determine the number of employees in any class title.

ARTICLE 24 – CITY MILEAGE

24.1 **Automobile Reimbursement Authorized:** Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their own automobiles in the performance of their duties, the following provisions are adopted.

24.2.1 **Method of Computation:** To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head.

Employees of this bargaining unit shall be reimbursed at the IRS mileage reimbursement rate in effect. The rate of reimbursement to employees shall be reflective of any changes to the IRS rate.

24.3 The City will provide parking at the River Centre Parking Ramp for City employees on either of the above mentioned types of reimbursement plans who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his/her own personal car available.

ARTICLE 25 – DURATION OF AGREEMENT

25.1 Except as herein provided, this Agreement shall be effective as of the date the Agreement is executed by the parties, and shall continue in full force and effect through the 31st day of December, 2012, and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Minnesota Public Employment Labor Relations Act of 1984. Retroactive pay adjustments shall apply to all active employees of the bargaining unit on the date of signing of the agreement except those who have been terminated for cause.

25.2 The wage schedule attached hereto as Appendix "B" shall take force and effect at such time as is specified in the administrative resolution recognizing and approving this Agreement in accordance with Section 12.09 of the Saint Paul City Charter.

WITNESSES:

CITY OF SAINT PAUL

6/1/12

Jason Schmidt — Date
Labor Relations Manager

SAINT PAUL FIRE SUPERVISORY ASSOCIATION

6-1-12

Patrick Smith — Date
President

APPENDIX A

Regulation “West Point” long sleeve police shirt
Regulation “West Point” short sleeve police shirt

Ranking Officer’s white uniform shirt, long sleeve, West Point 7500C
Ranking Officer’s white uniform shirt, short sleeve, West Point 7500C

Jersey type long sleeve sweat shirt, navy blue - Wilson 8632
Jersey type 3/4 sleeve sweat shirt, navy blue - Wilson 8632

Fechheimer Bros. navy blue trousers 32200
Fechheimer Bros. navy blue trousers 32250

Jacket - Light weight, waist style Fechheimer 32100

Fur coat - Energy 100FD - Sizes 48 - 50 add 10% - longs add 10%

Jacket - California thermal chief - Horace Small

Parka - Navy - Butwin 111SP
- Regular sizes 34 - 46
- Extra sizes 48, 50, 52, Long

Liners for summer uniform fire fighter jacket - Fechheimer Bros. 32704
- Sewing Costs: No cost when ordered with jacket, otherwise

Caps
- Trooper Cap
- Chiefs Navy-Stype Midwest-N.W.
- 8 pt. Midwest-N.W.

Belts - leather - black - 1.5 inch

Shoes
- Wedge style oxford - Red Wing shoe #101
- Slip on style oxford - FLOAT-AWAYS #J5347
- Slip on style oxford - FLOAT-AWAYS #J5318
- Lace style oxford - FLOAT-AWAYS Z5096
- Slip on style oxford Weinbrenner 1635
- Slip on style oxford Weinbrenner 1435
- Lace style oxford T5152 Mocc toe
- Lace style oxford Weinbrenner 1225
- Lace style oxford Weinbrenner 1250

Socks
- Munsingwear #40
- Munsingwear #415 - stretch style

Ties - black, 4-in-hand, or snap-on style

APPENDIX B: BIWEEKLY RATES

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

Effective January 1, 2011: 0% increase.
Effective January 1, 2012: 0% increase.

Grade 044
031 ASSISTANT FIRE MARSHAL

	A	B	C	D	E	F	10-YR	15-YR	20-YR
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01/01/11	2,555.89	2,682.15	2,814.74	2,927.10	3,075.19	3,198.56	3,363.12	3,500.58	3,605.59
12/31/11	2,555.89	2,682.15	2,814.74	2,927.10	3,075.19	3,198.56	3,363.12	3,500.58	3,605.59

Grade 045
057A EMERGENCY PREPAREDNESS COORDINATOR

	A	B	C	D	E	F	10-YR	15-YR	20-YR
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01/01/11	2,600.71	2,729.11	2,864.07	2,978.37	3,129.07	3,254.66	3,422.08	3,561.94	3,668.80
12/31/11	2,600.71	2,729.11	2,864.07	2,978.37	3,129.07	3,254.66	3,422.08	3,561.94	3,668.80

Grade 046
492A CHIEF FIRE INVESTIGATOR
150 FIRE DISTRICT CHIEF
271B FIRE EMERGENCY MGMT & COMM CHIEF
691 FIRE TRAINING OFFICER

	A	B	C	D	E	F	10-YR	15-YR	20-YR
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01/01/11	2,799.47	2,937.72	3,082.96	3,206.05	3,368.25	3,503.38	3,683.60	3,834.16	3,949.19
12/31/11	2,799.47	2,937.72	3,082.96	3,206.05	3,368.25	3,503.38	3,683.60	3,834.16	3,949.19

Grade 049
193A DEPUTY FIRE CHIEF (U)
327A DEPUTY TRAINING CHIEF (U)
193B EMERGENCY MEDICAL SERVICES CHIEF (U)
186 FIRE MARSHAL

	A	B	C	D	E	F	10-YR	15-YR	20-YR
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
01/01/11	3,031.82	3,181.54	3,338.84	3,472.10	3,647.80	3,794.13	3,989.34	4,152.39	4,276.97
12/31/11	3,031.82	3,181.54	3,338.84	3,472.10	3,647.80	3,794.13	3,989.34	4,152.39	4,276.97