

MEMORANDUM OF AGREEMENT

Between

THE CITY OF SAINT PAUL

and

IAFF Local 21

AMENDMENT TO LABOR AGREEMENT (EMT/BLS Job Classification)

RECITALS

- A. The City of Saint Paul (hereinafter "Employer") and the International Association of Fire Fighters, Local 21 (hereinafter "Local 21") are parties to a Collective Bargaining Agreement (hereinafter "Labor Agreement") that is currently in force.
- B. The Employer has created a new job classification of Emergency Medical Technician (EMT) to provide certain basic life support services and transports for patients with less serious conditions than would require advanced life support services.
- C. Some of the job duties in the position description for EMT are identical to certain job duties in the position description for Firefighter.
- D. The parties mutually desire to resolve the competing interests relating to the Employer's managerial right to assign work and manage resources versus Local 21's concern over work erosion and to provide for representation of the EMT job classification by Local 21 on the terms set forth below.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

AGREEMENT

1. Effective upon the execution of this Agreement:
 - a. the Labor Agreement is amended to read as set forth in the attached Appendix A and such language shall automatically be incorporated into the successor to the present Labor Agreement; and
 - b. the wage schedule is amended to include the classification of EMT as provided in Appendix B.
2. As consideration for the agreement to amend the Labor Agreement, the parties agree that, once the City Council has established the annual budget for the Fire Department and the number of full-time employees (FTEs) in each job classification for that budget year, the Fire Department will not reduce the authorized strength of sworn job classifications in order to increase the authorized strength of the EMT classification in that year. This provision shall not be construed to: guarantee any specific number of FTEs in any sworn job classification; limit the Fire Department's ability to pursue the normal City processes to increase the authorized strength of the EMT job classification to the extent such additional positions may be funded by additional appropriations or by reallocating funds earmarked for items other than authorized sworn FTEs; limit the Employer's ability to establish the budget for the Fire Department or the number of FTEs in any specific job classification from year to year; or otherwise limit the Employer's inherent managerial rights under PELRA and the Labor Agreement.
3. The parties agree to meet and negotiate over the applicability of Articles 20 (Fire Fighting Equipment) and Article 24 (Uniform Allowance and Uniform Item List).
4. Local 21 shall withdraw the Unit Clarification Petition that has been filed with the Bureau of Mediation Services.
5. All provisions of the Labor Agreement remain in full force and effect, except to the extent expressly provided herein.

FOR THE EMPLOYER:



Jason Schmidt
Labor Relations Manager

10/23/19

Date

FOR LOCAL 21:



Mike Smith, President
IAFF Local 21

10-23-19

Date

APPENDIX A

Section 2.8

- 2.8 **Seniority:** An Employee's length of continuous employment in the Employer's Fire Department in titles represented by IAFF Local 21. "Sworn Seniority" shall mean an Employee's length of continuous employment in the Employer's Fire Department in sworn classifications represented by IAFF Local 21.

Section 3.2

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

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

All job classifications are "sworn" classifications, except the classification of Emergency Medical Technician. In an ambulance unit of a Supermedic Rig, an unsworn EMT may only serve in addition to the two assigned sworn Paramedics or sworn EMTs.

Article 8

ARTICLE 8 – SWORN POSITION OPENINGS

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

Article 10

ARTICLE 10 – SENIORITY

10.1 Department Seniority

For the purposes of this Agreement department seniority shall be defined as provided in Section 2.8. The Union recognizes management's unfettered right to select and appoint people to titles represented by this bargaining unit.

10.2 Seniority Lists

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

10.3 Loss of Department Seniority

An Employee will lose acquired department seniority, classification seniority and sworn seniority in the following instances:

10.3 (1) Resignation

10.3 (2) Discharge

10.3 (3) Retirement

10.4 Work Force Reduction

Whenever it becomes necessary due to lack of work or funds to reduce the size of the work force in any class of positions covered by this Agreement, the Fire Chief shall designate the number of positions from each class which shall be eliminated. The employee(s) to be laid off shall be determined by inverse classification seniority. All temporary and provisional appointees in that class shall in all cases be laid off first. However, in the event of a layoff that results in sworn employees no longer serving in a job classification covered by this Agreement, all employees holding the title of Emergency Medical Technician (EMT) shall be laid off before any employees are laid off from any other class of positions covered by this Agreement. For the purpose of this subsection, persons appointed to the same class on the same date shall be considered to have seniority in the order on which they appeared on the certification. When the number of employees in a class above Firefighter is to be reduced, affected employees in such higher classes who have held lower sworn titles within this bargaining unit shall be entitled to a reduction to the highest of these sworn titles to which classification seniority in such lower sworn title (which includes time served in a higher title) would keep them from being laid off. No employee who is laid off from a sworn classification may reduce to the classification of EMT.

10.4 (1) In the event of a work force reduction in the department that affects members of the Fire Supervisory Association, Local 3939, and when such affected employees have held lower titles within this bargaining unit, such employees shall be offered reductions to the highest of these titles to which classification seniority would keep them from being laid off.

Except as expressly provided herein, Civil Service Rule 22 (entitled "Layoff") and Civil Service Rule 23 (entitled "Reinstatement") shall continue to apply with regard to employees impacted by the application of this Section 10.4.

Notwithstanding the foregoing, sworn seniority shall continue to be used for the purposes of bidding for positions and vacations within sworn job classifications. Department seniority shall be used for the purpose of bidding for vacations within the EMT classification.

10.5 Reduction in Rank

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

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

10.6 Job Transfer by Bid System

The Employer and the Union recognize the principle of seniority. In the event of a job opening due to the promotion, transfer, demotion, retirement, assignment to Special Duty for more than nine (9) months (unless otherwise agreed by Chief and Local 21) or demise of an employee, which the employer determines should be filled by a lateral transfer, such transfer shall be made in accordance with the following provisions. Only employees with a minimum of two (2) calendar years' service with the St. Paul Fire Department may bid under this section. Effective **January 1, 2015**, only employees with a minimum of three (3) calendar years of service with the St. Paul Fire Department may bid on Medic/Rescue Squad positions, and only employees with a minimum of four (4) calendar years of service may bid on other positions. Those eligible to bid prior to January 1, 2015 will retain their right to bid.

- 10.6 (1) All positions to be filled by lateral transfer shall be announced by bulletin, which shall be posted for a period of thirty (30) days prior to the date service is to commence in the vacant position. Such positions shall be considered open for written bid for the thirty (30) day period.
- 10.6 (2) For the convenience of the employer, an employee may be detailed to a vacant position during the thirty (30) day period for which the position is open for bid. Any such detail, however, shall not be of a duration in excess of two (2) days beyond the expiration of the thirty (30) day bid period.
- 10.6 (3) Employees who desire bulletined positions shall file written applications therefore not later than 2400 hours on the date of expiration of the bid period. Such applications shall be filed by delivery to the employee's Union officer of the original and one copy of the application, both of which shall be time stamped when received. The Union officer shall be responsible for delivering the original application to the employer and all such applications shall be so delivered not later than 1630 hours on the day following the close of the bid period.
- 10.6 (4) Assignment to positions for which bids have been received shall be made not later than the second day following the close of the bid period.
- 10.6 (5) In the event one or more employees submit bids for the same position, the position shall be filled in accord with the following:
 - a) Except in those cases contemplated by subparagraph (b), below, the bidding employee with the greatest sworn seniority shall be assigned to fill the position. Provided, however, that in the event that the employer determines that assignment of the most senior applicant or less senior applicant(s) is not in the best interest of the Department, another employee may be assigned to fill the position. In every such case, however, the employer shall provide to the most senior bidder and any other unsuccessful less senior bidder(s) a written statement of the reasons and factual basis on which the decision not to assign him to fill the position was based.

- b) In cases where the position to be filled by lateral transfer is such that a paramedic who bid therefore would, if assigned to fill the position, be enabled to make use of his paramedic skills and training, the employer may assign the most senior (as determined by sworn seniority) paramedic who bid to fill the position without regard to the seniority of other applicants.
- 10.6 (6) In the event no bid is received for a posted position, the employer may offer the position to any employee or assign the most junior employee on the seniority roster to fill the position, or relist on subsequent bulletin.
- 10.6 (7) When an employee bids for and is assigned to a bulletined position and in the event the employer determines that the employee's former position is to be filled by lateral transfer, the employee's former position shall be filled in accordance with the terms set forth above.
- 10.6 (8) Employees who have bid for and been awarded a bulletined position shall not be permitted to bid for the vacancy created by their transfer until that vacancy has been filled at least once in the manner set forth herein.
- 10.6 (9) Assignment to positions on the rescue squads shall be made in the following manner:
- a) When a vacancy for Captain occurs, the position shall be posted with the other normal vacancies. The Employer shall fill the position with any Captain that has bid for the position without regard to seniority.
 - b) When a vacancy for Fire Equipment Operator occurs, the normal bid procedure shall be used. The Employer shall fill the position with any Fire Equipment Officer that has bid for the position without regard to seniority.
 - c) Three Firefighter positions will be assigned on each rescue squad. Two Firefighters assigned to one of these positions shall be designated to remain for a maximum of five years. The third Firefighter shall not be subject to the five-year limit. The Captain of the squad shall designate the Firefighter who is not subject to the five-year limit. When a vacancy for Firefighter is filled, the position shall be posted with the other normal vacancies. The Employer shall fill the position with any Firefighter that has bid for the position without regard to seniority.
 - d) Squad 3 may operate with four employees at management's discretion.

- 10.6 (10) When an employee has been determined by his/her treating physician to be permanently unfit to perform the duties of fire suppression, the employee's bid spot will be treated as "open" for bid under the provisions of Section 10.6. If the employee's treating physician fails to cooperate by rendering a decision, the employer may select a health professional to make the determination. Except with regard to removal from his/her bid assignment, the posting of such an employee's position under these circumstances shall not limit or abridge the employee's contractual or statutory rights or benefits regarding his/her employment.
- 10.7 In the event that an employee bidding on a vacancy in a Hazardous Materials Response Unit does not have the required Hazardous Material certification at the time of assignment, he/she shall obtain such certification by satisfactorily completing the next available training session offering such certification.

Article 27

ARTICLE 27 – INCAPACITATION - INJURY OR ILLNESS

- 27.1 Any physically incapacitated Employee in a sworn classification who is unable to perform normal work duties may be assigned at the direction of the department head to perform the duties of Fire Arson Investigator* or Fire Training Assistant. Such Employees so assigned by the department head will receive their regular rate of pay for the period of their incapacitation.
- 27.2 Notwithstanding Article 27.1, any physically incapacitated employee appointed to a title covered by this Agreement prior to January 1, 1990 who is unable to perform normal work duties may be assigned at the direction of the department head to perform the duties of Fire Arson Investigator* or Fire Training Assistant. Employees so assigned by the department head will receive their regular rate of pay for the period of such assignment.
- 27.3 Firefighters, Fire Equipment Operators, Fire Captains or employees who have previously held one of these titles with the Employer injured during the course of employment and thereby rendered incapable of performing job duties and responsibilities shall receive full wages during the period of incapacity, not to exceed the period equal to twelve (12) months plus accumulated sick leave. It is understood that in such cases, the twelve (12) month period shall first be utilized and only when same is exhausted shall accumulated sick leave be applicable.
- 27.4 Firefighters, Fire Equipment Operators, Fire Captains or employees who have previously held one of these titles with the Employer disabled through injury or sickness other than specified in Section 27.3 above shall receive full wages for a period equal to accumulated sick leave, plus six (6) months as provided herein. It is understood that in such cases, accumulated sick leave shall first be utilized before the six (6) months, or any part thereof, shall be applicable. It is further understood that the six (6) month period shall be available only in those years where the last available Annual Report of the City Civil Service office shall show average sick leave used per Fire Department Employee (based on the 1972 Annual Report method of calculating same), of eight (8) days or less.

- 27.5 Employees injured or incapacitated by illnesses in the line of duty shall be entitled to reinstatement at any time within five (5) years from the date of injury or incapacity provided they are physically capable of resuming their job.
- 27.6 Except as specifically provided in this Article, all illness and incapacity rules and policies previously in effect shall continue.

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

Section 31.3

31.3 Premium Pay for Sworn EMT

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

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

Any sworn employee who is assigned to an advanced life support unit or a basic life support unit as an Emergency Medical Technician-Assigned (EMTA) shall be paid a differential of seven and one quarter percent (7.25%) of his/her base rate. Effective January 1, 2019, this rate shall increase to eight and one quarter percent (8.25%) of his/her base rate.

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

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

Effective January 1, 2001, Firefighter, Fire Equipment Operator and Captain EMT's with five (5) consecutive years assigned to a paramedic engine company, shall be paid a differential of nine and one quarter percent (9.25%) of his/her base rate. Article 31.5 shall not apply to this nine and one quarter percent (9.25%) differential. When a sworn employee is promoted while assigned to a paramedic engine company, it shall not be considered a break in service if there are no open positions available at the time of promotion, as long as the employee bids to the first available position on a paramedic engine company, or after a period of six months, whichever occurs sooner.