



To: MAYOR AND COUNCIL

Agenda Item #: IV. K.

From: Lisa Schaefer, Human Resources Director

Action

Discussion

Date: December 2, 2014

Information

Subject: 2015-2016 Union Contract for I.A.F.F. Local 1275: Paramedics/Firefighters

Action Requested:

Approve the 2015-2016 union contract for International Association of Firefighters (I.A.F.F.) Local 1275
Representing: Paramedics/Firefighters.

Information / Background:

The tentative agreement for this bargaining unit includes the following substantive changes from the previous contract:

- Duration: A two-year agreement (2015-2016).
- Market adjustments: A 2.5% increase effective January 1, 2015, which is equal to the increase that was given to all other full-time non-union and union employees. A 2.5% increase effective January 1, 2016. This increase should allow us to maintain our position in the market.
- Increase in paramedic certification pay for lieutenants and inspectors (5 employees) from \$1464 to \$1800 per year.
- Increase in fitness incentive maximum reimbursement from \$630 to \$680 per year.
- Increase in acting shift officer from \$1.25 per hour to \$2.50 per hour.

In addition there are a number of language changes that the union agreed to that serve to clarify outdated language, ease payroll administration, and/or increase consistency with the city-wide Employee Handbook.

Attachments:

- 11-13-2014 Tentative Agreement between City of Edina and Local 1275 IAFF
- Master Labor Agreement between the City of Edina and International Association of Firefighters Local No. 1275: January 1, 2014 to December 31, 2014.



11-13-2014 TENTATIVE AGREEMENT BETWEEN CITY OF EDINA AND LOCAL 1275 IAFF

1. Call-back Time

13.6 If an employee is held past his/her scheduled end time for purposes of maintaining minimum staff levels at station two, when the Fire Department was given a minimum of one (1) hour of notice of the short staffing situation, the shift supervisor must notify the replacement within 45 minutes of the start of the shift or the held-over employee shall receive a minimum of one hour of pay at his/her overtime rate as defined in Article III. ~~This Article 13.6 will cease to be part of the contract effective December 31, 2014.~~

2. Time-recording

12.2 Payments shall be made the nearest ~~tenth-quarter~~ hour.

13.3 Payments for time beyond the minimum designated 13.1 and 13.2 shall be to the nearest ~~tenth-quarter~~ hour.

3. Vacation Cash Out

19.3 Vacation earned during the calendar year but not used and/or unused EVAA hours may be cashed out at the Employee's request on a pro-rata basis at the Employee's base pay rate. Not more than twelve (12) days per calendar year shall be cashed out for Employees scheduled for 40 hours per week and not more than seven (7) days per calendar year shall be cashed out for Employees working other shifts. Such cash out shall occur within in November of each year.

4. Floating Holiday Cash Out

20.3 Employees working other than an eight (8) hour day shall receive neither pay nor time off for those holidays listed in 20.1. However, each member shall be given six (6) floating holidays which they may schedule utilization of in the same manner as vacation. There shall be no carryover of unused accrual from year to year. ~~Should a person not desire to utilize the time off, the City shall purchase the unused days at one additional full-time pay for each day not utilized~~ Floating holidays earned during the calendar year but not used may be cashed out at the Employee's request up to a maximum of the six (6) days granted per year. The cash out, if chosen, of these days shall be done twice during the year. After June 1 an Employee can cash out a maximum of three (3) floating holidays. ~~After December 1 and before December 31~~ In November, an Employee can cash out the remaining floating holidays. Floating holidays: Employees who are not actively employed with the City twelve (12) months in any calendar year (new hires, leaving employment with less than twelve (12) months in the calendar year, leave of absence) shall be granted their floating holidays in accordance with pro-rated ratio of one day for every 2.0 months of service, or portion thereof.

5. Article 22 Fitness Incentive

Increase from a maximum reimbursement of \$630 per year to \$680 per year.



6. Educational Incentive

~~25.2 Educational Incentive Pay Plan dated August 6, 1975. Employees eligible for educational incentive pay who were members of the Association prior to June 7, 1993, shall receive bi-weekly educational incentive payment of six percent calculated based on the employee's current step (Job Classification and Year) in Appendix A-1. Employees eligible for education incentive pay who were not members of the Association prior to June 7, 1993, shall receive bi-weekly educational incentive payment of three percent calculated based on the employee's current step (Job Classification and Year) in Appendix A-1. Employees who were not members of the Association prior to May 1, 1995, shall not be eligible for educational~~

~~25.3 An Employee can receive only longevity or educational incentive but not both. Election as to which program to participate in may be done no more than once annually and shall be effective on the date of approval by the City Manager.~~

~~25.4~~25.2 All Employees shall be eligible for participation in the City's Training and Education program as from time to time amended and as described in the City of Edina Employee Handbook.

~~25.5~~25.3 Employees will receive an additional payment identified in Appendix A-1, upon successful completion of a fire service A.A.S degree or a bachelor's degree. Degrees must be from an institution or equivalent program approved by the Fire Chief.

7. Article 28 Funeral Leave

~~Sick leave with pay may be used for funeral leave purposes at the time of death of Employee's spouse, children, father, mother, spouse's father or mother, grandchildren, brother, sister, grandparents, and resident members of the Employee's household. The amount in any case, to be determined by the City Manager, but not less than three (3) calendar days for Employee's spouse, children, father, or mother.~~

~~Paid leave (sick, vacation, etc) may be used for funeral leave as defined in the City's personnel policies/Employee Handbook.~~

8. Severance Pay

29.1 Employees who accrue sick leave and who leave employment with the City in good standing, (as described in the Resignation and Retirement section of the Employee Handbook: General Employment Policies) will receive 50% of his/her accrued but unused sick leave up to a maximum of 960 hours (1920 hours of accrued but unused sick leave x 50%). Sick leave will be cashed out at the employee's base rate of pay. Payment for employees working other than 40 hour schedules shall not exceed 1,440 hours (2,880 hours of accrued and unused sick leave x 50%). The payment shall be based upon the employee's rate of pay at the time of separation. The payment shall be made within 30 days of separation.

29.2 Grandfathered Severance Program

~~Effective May 1, 2011, this Article applies only to those employees hired before May 1, 2011, and those who do not choose the City's policy to buy back sick leave. See Appendix A-2. Employees hired prior to May 1, 2011 had the option to opt-out of the severance program described above and remain in the Grandfathered Severance~~



Program. Those employees who opted out have paperwork on file with Human Resources. Those employees who chose to opt-out follow this program instead of the above program: Employees who leave employment in good standing with the City, upon completion of at least 15 years continuous employment with the City, or who become totally and permanently disabled as determined by PERA under PERA rules, or who are permanently laid off shall receive a maximum of 6 weeks pay to be issued upon such termination. A person may only receive such payment once from the City.

29.3 In order to resign in good standing, an employee must provide his or her supervisor and Human Resources with a written resignation stating the last date of work and reason for leaving at least 14 calendar days prior to the resignation date. The City may accept lesser notice if, in the City's determination, the 14 calendar day notice cannot be reasonably given. In order to leave in in good standing an employee must also return all City property and cooperate with requests for work-related information.

Delete Appendix A-2 Sick Leave

9. Article 31 Duration

January 1, 2015 – December 31, 2016.

10. Appendix A-1 Salary Schedule

- 2015: 2.5% to all steps within job classifications
- 2016: 2.5% to all steps within job classifications.
- Supplemental: Paramedic Certification pay for Lieutenants and Inspectors is \$1800.00 (.87 for 40 hour per week and .62 for other schedules.)
- Supplemental: Education incentive under 25.5 for all classifications is \$1675.00 (.81 per hour for 40-hour per week employees and .58 per hour for other schedules).

Working out of classification

- In exchange for eliminating the Acting Fire Lieutenant or Fire Inspector pay, The City will add an additional \$0.09 to the steps for Years 2-8 of the Firefighter/Inspector and Firefighter/Paramedic job classifications in 2015.
- Acting Shift Officer - \$2.50 per hour in addition to the employee's hourly pay rate.
- FTO - \$1.50 per hour in addition to the employee's hourly pay rate.



MASTER LABOR AGREEMENT

between

THE CITY OF EDINA

and

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

LOCAL NO. 1275

JANUARY 1, 2013 to DECEMBER 31, 2014



January 1, 2013- INDEX

<u>ARTICLE</u>		<u>PAGE</u>
I	PURPOSE OF AGREEMENT.....	3
II	RECOGNITION.....	3
III	DEFINITIONS	3
IV	EMPLOYER SECURITY	4
V	EMPLOYER AUTHORITY	4
VI	ASSOCIATION SECURITY	5
VII	ASSOCIATION BUSINESS.....	5
VIII	EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE	6
IX	SAVINGS CLAUSE	9
X	SENIORITY	9
XI	WORK SCHEDULES.....	9
XII	OVERTIME PAY	9
XIII	CALL-BACK TIME.....	10
XIV	SHIFT EXCHANGE.....	10
XV	DISCIPLINE	11
XVI	PROBATIONARY PERIOD	11
XVII	SICK LEAVE WITH PAY.....	11
XVIII	WORKING OUT OF CLASSIFICATION	11
XIX	VACATION	12
XX	HOLIDAYS.....	13
XXI	UNIFORMS	14
XXII	FITNESS INCENTIVE.....	15
XXIII	INSURANCE.....	15
XXIV	WAIVER.....	15
XXV	LONGEVITY AND EDUCATIONAL INCENTIVE.....	16
XXVI	PARAMEDIC CERTIFICATION INCENTIVE	16
XXVII	INJURY IN LINE OF DUTY.....	17
XXVIII	FUNERAL LEAVE.....	17
XXIX	SEVERANCE PAY	17
XXX	PROMOTIONAL OPPORTUNITIES	17
XXXI	DURATION	18
XXXII	LICENSURE.....	18
	<i>APPENDIX A-1 SALARY SCHEDULE</i>	<i>19</i>
	<i>APPENDIX A-2 POLICY FOR THE PAYMENT OF UNUSED SICK TIME.....</i>	<i>21</i>
	<i>APPENDIX A-3 POLICY FOR A HEALTH CARE SAVINGS PLAN.....</i>	<i>22</i>

ARTICLE I PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Edina, hereinafter called Employer, and Local No. 1275, International Association of Firefighters, hereinafter called the Association. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Place in written form the parties' full and complete Agreement upon the terms and conditions of employment specified and for the duration of this Agreement.

ARTICLE II RECOGNITION

The Employer recognizes the Association as the exclusive representative under Minnesota Statutes, Section 179.71, Subd. 3 for the following job classifications;

Firefighter	Firefighter/Inspector
Firefighter/Lieutenant	Firefighter/Paramedic

ARTICLE III DEFINITIONS

- 3.1 Association: The International Association of Firefighters, Local No. 1275.
- 3.2 Employer: The City of Edina.
- 3.3 Association Member: A member of the International Association of Firefighters, Local No. 1275.
- 3.4 Employee: A member of the formally recognized bargaining unit.
- 3.5 Base Pay Rate: The employee's biweekly pay rate, inclusive of the paramedic certification incentive (for inspectors and lieutenants), longevity or educational incentive.
- 3.6 Hourly Pay Rate: The Employee's pay rate calculated on an hourly basis.
- 3.7 Work Week: The maximum hours worked per week shall be an average of 55.85 hours.
- 3.8 Overtime Pay: One and one-half times the Employee's base pay rate calculated on an hourly basis using the normal work week of the Employee in the computations.
- 3.9 Acting Officer: A temporary job assignment that is used as defined in Article 18

of this document.

- 3.10 Promotion: Promotion is defined as the advancement of an Employee to a higher paying job classification or position and shall not include temporary assignments of personnel for training.
- 3.11 Association Executive Board shall be made up of the current elected President, Vice President and Secretary/Treasurer.

ARTICLE IV EMPLOYER SECURITY

- 4.1 The Association agrees that during the life of the Agreement, it will not cause, encourage, participate in or support any strike, slow-down or other interruption of, or interference with, the normal functions of the Employer.
- 4.2 Any Employee who engages in a strike shall have his/her appointment or employment terminated by the Employer effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the Employee by registered mail.
- 4.3 An Employee who is absent from any portion of his/her work assignment without permission, or who abstains wholly or in part from the full performance of his/her duties without permission from his/her Employer on the date or dates when a strike occurs is prima facie presumed to have engaged in a strike on such date or dates.
- 4.4 An Employee who knowingly strikes and whose employment has been terminated for such action may, subsequent to such violation, be appointed or reappointed or employed or re-employed, but the Employee shall be on probation for two years with respect to such employment status, tenure of employment or contract of employment, as he/she may have theretofore been entitled.
- 4.5 No Employee shall be entitled to any daily pay, wages, or per diem for the days on which he/she engaged in a strike.

ARTICLE V EMPLOYER AUTHORITY

- 5.1 The Employer retains full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organization structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 The rights and authority which the Employer has not officially abridged delegated or modified by this Agreement, are retained by the Employer.

ARTICLE VI ASSOCIATION SECURITY

- 6.1 The Employer shall deduct from the wages of Employees who authorize such deduction in writing an amount necessary to cover monthly Association dues. Such monies shall be remitted as directed by the Association.
- 6.2 The Association shall designate Employees from the bargaining unit to act as President, Vice President, Secretary/Treasurer, and three (3) Shift Stewards. The Association shall inform the Employer in writing of such choices and any changes in President, Vice President, Secretary/Treasurer and Shift Stewards.
- 6.3 The Employer shall make space available on the Employee bulletin board for posting Association notice(s) and announcement(s).
- 6.4 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 provision of this Article.

ARTICLE VII ASSOCIATION BUSINESS

- 7.1 It is recognized and accepted by the Association and the Employer that the conduct of the Association business is limited to 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 Employer shall permit a maximum of three (3) Association representatives a reasonable amount of time off with pay to conduct negotiations with the Employer when such negotiations are conducted during their normal working hours, provided that the Association has 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.
- 7.2 The Employer agrees to permit the Association to hold a reasonable number of

Association business meetings per year of no more than two (2) hours duration each in the City Fire Station, 6250 Tracy Avenue, provided the Association has notified and received approval of the designated supervisor who has determined that such meeting is at a reasonable time and would not be detrimental to the work program of the Employer. On-duty Employees will be permitted to attend said Association meetings provided such attendance is not detrimental to the work program of the Employer. The Association agrees that should an emergency arise, on-duty Employees and those off-duty Employees as may be designated by the officer in charge of the shift shall respond and carry out all duties assigned.

- 7.3 Officers, agents, representatives or members of the Association who are not Employees of the Fire Department shall have access to the premises of the City, at reasonable times, provided they notify the Fire Chief or the Chief's designee of their presence upon arrival, and that their presence will not, in the opinion of the Chief or the Chief's designee, disrupt the orderly routine of the Department.

ARTICLE VIII EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

8.1 DEFINITION OF A 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.

8.2 ASSOCIATION REPRESENTATIVES'

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

8.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Association 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 Association Representative 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 that the Employee and the Association Representative have notified and received 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.

8.4 PROCEDURE

Grievances, as defined by section 8.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employer-designated representative on the shift during which time the alleged violation occurred. 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 to 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 AGREEMENT 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 Association within ten (10) calendar days shall be considered waived.

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

Step 3. If appealed, the written grievance shall be presented by the Association and discussed with the City Manager. The City Manager shall give the Association 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 to Step 4 within ten (10) calendar days following the City Manager's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Association within ten (10) calendar days shall be considered waived.

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 an arbitrator shall be made in the following manner: Either the Employer or the Association shall request the Bureau of Mediation Services to submit a list of five (5) arbitrators. The Employer and the Association shall alternately strike names from the list until one name remains who shall be the arbitrator. The party entitled to strike the first name shall be determined by the toss of a fair coin.

- 8.5 A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall

consider and decide only the specific issue(s) submitted in writing by the Employer and the Association, 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 the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Association and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented.

C. The fees and the expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association 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 verbatim record of the proceedings, the cost shall be shared equally.

8.6 WAIVER

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

8.7 CHOICE OF REMEDY

If, as a result of the written Employer response in Step 3 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 4 of Article VIII or a procedure such as Veteran's Preference or Fair Employment. If appealed to any procedure other than Step 4 of Article VIII the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VIII. The aggrieved Employee shall indicate, in writing, which procedure is to be utilized -Step 4 of Article VIII or another appeal procedure - and shall sign a statement of the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through step 4 of Article VIII.

ARTICLE IX SAVINGS CLAUSE

The Agreement is subject to law. 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 provision may be renegotiated at the written request of either party.

ARTICLE X SENIORITY

- 10.1 Seniority shall be determined by the Employee's length of continuous employment with the Fire Department and posted in an appropriate location. Seniority rosters shall be maintained by the Employer on the basis of time in grade and time within specific classifications.
- 10.2 A reduction of the work force will be accomplished on the basis of seniority. No full-time firefighter (i.e. member of the Association) shall be laid off while any volunteer/paid on call firefighter remains on the roster except under Article XV of this Agreement.
- 10.3 Employees shall be recalled from lay off on the basis of seniority. An Employee on lay off shall have an opportunity to return to work within two years of the time of his lay off before any new Employee is hired. Recall notification shall be by registered mail with Employee having two (2) weeks to return to work to retain his seniority rights.
- 10.4 Vacation periods shall be selected on the basis of seniority until January 2nd of each year.
- 10.5 Senior qualified shift Employees shall be given shift preference after eighteen (18) months of continuous full-time employment with the department.

ARTICLE XI WORK SCHEDULES

The sole authority in establishing work schedules is the Employer. The Employer agrees to give the Affected Employee fifteen (15) calendar days notice of non-emergency changes in the work schedule which affects one (1) or more Employees of the department. The Employer reserves the right to make emergency changes in the work schedule as may be necessary without prior notice to the Affected Employee.

ARTICLE XII OVERTIME PAY

- 12.1 Hours worked in excess of what is the normal work day (except for shift changes), as established by the Employer in the Employee's work schedule, shall be considered overtime and shall be compensated for at the overtime rate as defined in Article III.

- 12.2 Payments shall be made to the nearest tenth hour.
- 12.3 Overtime shall be restricted to necessary work authorized by the Employee's authorized supervisor.
- 12.4 Employees have the obligation to work overtime if requested by the Employer unless unusual circumstances prevent the Employee from so working.

ARTICLE XIII CALL-BACK TIME

- 13.1 An Employee who is called to duty during his scheduled off-duty time shall receive a minimum of two (2) hours pay at his overtime rate defined in Article III.
- 13.2 If an Employee is called to duty between the hours of 2200 to 800, he shall receive a minimum of three (3) hours pay at his overtime rate as defined in ARTICLE III.
- 13.3 Payments for time beyond the minimum designated 13.1 and 13.2 shall be to the nearest tenth hour.
- 13.4 Employees have the obligation to answer call-backs if requested by the Employer unless unusual circumstances prevent the Employee from so answering.
- 13.5 No Employee receiving overtime pay under this Article shall be paid more than once for the same hours worked. No compounding of overtime pay will be allowed under this Article.
- 13.6 If an employee is held past his/her scheduled end time for purposes of maintaining minimum staff levels at station two, when the Fire Department was given a minimum of one (1) hour of notice of the short staffing situation, he/she shall receive a minimum of one hour of pay at his/her overtime rate as defined in Article III. This Article 13.6 will cease to be part of the contract effective December 31, 2014.

ARTICLE XIV SHIFT EXCHANGE

- 14.1 Employees may exchange duty shifts with another Employee provided that such exchange does not subject the Employer to liability for additional overtime compensation by virtue of such trading of duty shifts.
- 14.2 Employees may exchange shifts only with the specific approval of the Employer and under the conditions established by the Employer.
- 14.3 All shift exchanges that are made and approved must be made up within twelve (12) months from the date on which the exchange is made.

ARTICLE XV DISCIPLINE

- 15.1 Nothing in the Agreement shall abridge the Employer's right to discipline for just cause, such discipline being subject to the grievance procedure.
- 15.2 Discipline will be in one or more of the following forms:
- a) oral reprimand d) demotion
 - b) written reprimand e) discharge
 - c) suspension

ARTICLE XVI PROBATIONARY PERIOD

- 16.1 All newly hired Employees will serve a one (1) year probationary period. At any time during the probationary period, a newly hired Employee may be terminated at the sole discretion of the Employer.
- 16.2 The probationary period shall also apply to all promotions and reclassifications within the Fire Department. If, during the promotional probationary period, the Employee does not meet the Employer's standards of performance, the Employee shall be demoted to his previous classification at the sole discretion of the Employer.

ARTICLE XVII SICK LEAVE WITH PAY

- 17.1 Employees working a forty (40) hour work week shall accrue sick leave, with pay, at the rate of 3.69 hours per bi-weekly pay period with a maximum accumulation of 960 hours. Other Employees shall accrue sick leave, with pay, at the rate of 7.38 hours per bi-weekly pay period with a maximum accumulation of 2,880 hours.
- 17.2 See Appendix A-2 for payment of unused sick leave.

ARTICLE XVIII WORKING OUT OF CLASSIFICATION

Any Employee required by the Employer to perform the duties and assume the authority of a higher position or rank shall receive compensation in accordance with this article and Appendix A. Assignment to a higher position or rank is at the sole discretion of a chief officer.

- 18.1 Any Employee required by the Employer to perform the duties and assume the responsibility of Inspector, Fire Lieutenant, or shift officer for less than four (4) hours per shift shall not receive any additional compensation. Employees required by the Employer to perform the duties and accept the authority of Inspector, Fire Lieutenant, or shift officer for more than four (4) hours per shift shall receive compensation as provided for in Appendix A. Employees so assigned for more than four (4) hours per shift will be paid retroactively for the primary four hours.

18.2 Any Employee required by the Employer to perform the duties and assume the responsibility of a field training officer (FTO) shall receive compensation as provided for in Appendix A while performing the duties of a field training officer.

ARTICLE XIX VACATION

19.1 Employees shall accrue vacation with pay in accordance with the following schedule:

	<u>Employees Scheduled For 40 Hours Per Week</u>	<u>Employees Working Other Schedules</u>
5 years or less	3.08 hours/pay period	5.08 hours/pay period
Commencing with the 6 th year thru the 10 th year of service	4.92 hours/pay period	7.85 hours/pay period
Commencing with the 11 th year thru the 15 th year of service	5.54 hours/pay period	8.77 hours/pay period
Commencing with the 16 th year of service	6.46 hours/pay period	10.15 hours/pay period
Commencing with the 21 st year of service	6.76 hours/pay period	11.08 hours/pay period

19.2 Effective 1-1-13, employees will be able to accrue a maximum of 480 hours of vacation leave for 40 hour per week employees, and 672 hours of vacation leave for employees working other schedules. Once the maximum level of vacation is reached, additional leave will not be accrued until the balance falls below the maximum accrual level. Unused vacation leave up to the maximum balance of 480/672 hours will be paid to employees who leave in good standing upon termination of employment. The first year of employment, new employees will be allowed to carry a negative balance of vacation to a maximum of -80 hours.

Transition to New Cap

In January, 2013 any amount of vacation over two hundred (200) hours will be placed into an "Excess Vacation Accrual Account (EVAA)". This is a one-time transfer. Employees will not be able to add any vacation to the EVAA after January, 2013.

The balance in the EVAA will be reflected on the employee's pay stub and can be used in the following ways:

- Vacation or sick leave in one-hour increments.
- Any remaining balance at termination will be cashed out at the current base rate of pay for employees who leave in good standing.

19.3 Vacation earned during the calendar year but not used may be cashed out at the Employee's request on a pro-rata basis at the Employee's base pay rate. Not more than twelve (12) days per calendar year shall be cashed out for Employees scheduled for 40 hours per week and not more than seven (7) days per calendar year shall be cashed out for Employees working other shifts. Such cash out shall occur within in November of each year.

ARTICLE XX HOLIDAYS

20.1 The Employer recognizes the following as paid holidays:

New Year's Day	January 1
Martin L. King Day	Third Monday in January
Presidents Day	Third Monday in February
Good Friday	Friday next preceding Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4th.
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Post Thanksgiving Day	Friday immediately after Thanksgiving Day
Christmas Day	December 25

When New Year's Day, Independence Day, Veteran's Day, or Christmas Day fall on Saturday, the preceding Friday is the paid holiday, and should these days fall on Sunday, the following Monday shall be the paid holiday. Also, one-half day December 24th and December 31st shall be the paid holidays whenever they fall on one of the days Monday through Friday.

20.2 Employees working an eight (8) hour day shall receive the holidays in 20.1 with pay, provided, however, that Employees may be scheduled to work on paid holidays when the nature of their duties or other conditions so require. Employees scheduled to work on paid holidays shall receive an additional one and one half (1-1/2) times their regular rate of pay for the number of hours actually worked on the given holiday.

20.3 Employees working other than an eight (8) hour day shall receive neither pay nor time off for those holidays listed in 20.1. However, each member shall be given six (6) floating holidays which they may schedule utilization of in the same

manner as vacation. There shall be no accrual from year to year. Should a person not desire to utilize the time off, the City shall purchase the unused days at one additional full time pay for each day not utilized up to a maximum of the six (6) days granted per year. The cash out, if chosen, of these days shall be done twice during the year. After June 1 an Employee can cash out a maximum of three (3) floating holidays. After December 1 and before December 31 an Employee can cash out the remaining floating holidays. Floating holidays: Employees who are not actively employed with the City twelve (12) months in any calendar year (new hires, leaving employment with less than twelve (12) months in the calendar year, leave of absence) shall be granted their floating holidays in accordance with pro-rated ratio of one day for every 2.0 months of service, or portion thereof.

- 20.4 The Employer, in its discretion, may grant a holiday to individual Employees for the celebration of certain religious Holy Days observed by their particular faith.
- 20.5 Those Employees assigned to shifts who are not scheduled or assigned to work on the following days but are called back shall receive an additional half (1/2) time pay over the one and a half (1 1/2) times for overtime for those hours actually worked on the following days:

January 1
Third Monday in January
Third Monday in February
Friday immediately preceding Easter
Easter Sunday
Last Monday in May
July 4
First Monday in September
November 11
Fourth Thursday in November
Friday immediately after the fourth Thursday in November
December 24 after 1200
December 25
December 31 after 1200

For the purpose of this 20.5, the holiday is from 0001 to 2400 of the day of the holiday.

- 20.6 Those individuals who are scheduled to work between midnight and midnight on July 4, Thanksgiving Day, December 25 and January 1 shall receive an additional one half time pay for those hours actually worked.

ARTICLE XXI UNIFORMS

Uniform items will be provided and replaced as determined by the Employer. A list of those uniform items that are authorized for use shall be kept by the staff officer designated by the Fire Chief to be responsible for uniform items. Authorization for new or replacement uniform items rests exclusively with the Employer.

ARTICLE XXII FITNESS INCENTIVE

Eligibility for the Employees fitness incentive shall be based upon the City of Edina Firefighter Fitness Incentive Program dated June 7, 1993. Employees eligible for the fitness incentive shall receive not more than \$630 per year to be applied to the cost of dues or fees for membership or use of a qualifying fitness facility or program. In no event shall the amount of the incentive paid exceed the actual cost of the dues, fees or program costs. Eligible Employees shall receive the fitness incentive in not more than two payments to be issued within three weeks after submission to the Employer of evidence required by the Fitness Incentive Program.

ARTICLE XXIII INSURANCE

- 23.1 The Employer will provide the same increase in EMPLOYER contribution as is given to all other City employees. Each year after the contribution is determined; the City will provide a Memo of Understanding to the Union stating the contribution amount.
- 23.2 The Employer agrees to provide a \$70,000.00 accidental death and dismemberment insurance policy, the cost of which is to be shared in the following manner: Employee shall pay \$10.00 per year, the Employer shall pay the remaining cost of the premium.

ARTICLE XXIV WAIVER

- 24.1 Any and all prior Agreements, resolutions, practices, policies, rules, and any regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 24.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All Agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the

knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE XXV LONGEVITY AND EDUCATIONAL INCENTIVE

25.1 Eligible Employees shall receive bi-weekly longevity payment, calculated based on the employee's current step (Job Classification and Year) in Appendix A-1 according to the following schedule:

From the end of the 5th year to the end of the 9th year	4%
From the end of the 9th year to the end of the 13th year	5%
From the end of the 13th year to the end of the 17th year	6%
From the end of the 17th year on	7%

25.2 Educational Incentive Pay Plan dated August 6, 1975. Employees eligible for educational incentive pay who were members of the Association prior to June 7, 1993, shall receive bi-weekly educational incentive payment of six percent calculated based on the employee's current step (Job Classification and Year) in Appendix A-1. Employees eligible for education incentive pay who were not members of the Association prior to June 7, 1993, shall receive bi-weekly educational incentive payment of three percent calculated based on the employee's current step (Job Classification and Year) in Appendix A-1. Employees who were not members of the Association prior to May 1, 1995, shall not be eligible for educational incentive pay.

25.3 An Employee can receive only longevity or educational incentive but not both. Election as to which program to participate in may be done no more than once annually and shall be effective on the date of approval by the City Manager.

25.4 All Employees shall be eligible for participation in the City's Training and Education program as from time to time amended and as described in the City of Edina Employee Handbook.

25.5 An Employee will receive an additional payment as identified in Appendix A-1, upon successful completion of a fire services technology AAS Degree from an institution or equivalent program approved by the Fire Chief. This section is not subject to the provisions of Section 25.3 of this Agreement.

ARTICLE XXVI PARAMEDIC CERTIFICATION INCENTIVE

Any Employee who is permanently assigned to a position other than firefighter/paramedic shall receive paramedic certification pay in accordance with Appendix A provided that the Employee maintains in full force and effect the same paramedic certification required by the Employer for Employees assigned as firefighters/paramedics.

ARTICLE XXVII INJURY IN LINE OF DUTY

- 27.1 Employees injured while on duty shall be paid the difference between the Employee's regular rate of pay and any Worker's Compensation benefits for a period not to exceed ninety (90) calendar days. The Employee shall endorse his/her Worker's Compensation check to the City which shall reimburse the Employee at full regular pay. Such time shall not be charged against the Employee's sick or vacation leave.
- 27.2 Such injury-on-duty pay shall be granted only to Employees certified by the Worker's Compensation carrier as being incapacitated as a result of injury incurred through no misconduct of their own while on the actual performance of City assigned duties and only during the period they remain so certified.
- 27.3 The City Manager shall have the discretion to require an injured Employee to submit to a medical examination by competent medical authority approved by the City to determine if the Employee is capable and qualified to return to any assigned City duties commensurate with his/her capabilities.
- 27.4 To qualify for such compensation an Employee shall comply with all requirements of the Minnesota Worker's Compensation Act.

ARTICLE XXVIII FUNERAL LEAVE

Sick leave with pay may be used for funeral leave purposes at the time of death of Employee's spouse, children, father, mother, spouse's father or mother, grandchildren, brother, sister, grandparents, and resident members of the Employee's household. The amount in any case, to be determined by the City Manager, but not less than three (3) calendar days for Employee's spouse, children, father, or mother.

ARTICLE XXIX SEVERANCE PAY

Effective May 1, 2011, this Article applies only to those employees hired before May 1, 2011, and those who do not choose the City's policy to buy back sick leave. See Appendix A-2. Employees who leave employment in good standing with the City, upon completion of at least 15 years continuous employment with the City, or who become totally and permanently disabled as determined by PERA under PERA rules, or who are permanently laid off shall receive a maximum of 6 weeks pay to be issued upon such termination. A person may only receive such payment once from the City.

ARTICLE XXX PROMOTIONAL OPPORTUNITIES

Promotions shall be based on job relevant qualifications. Seniority shall be the determining criterion for promotions when the job relevant qualifications between qualified Employees are equal.

ARTICLE XXXI DURATION

This Agreement shall be effective as of the first day of January 2013 and shall remain in full force and effect until the 31st day of December 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing of its intent to terminate.

ARTICLE XXXII LICENSURE

The City will pay the license fee for all employees covered by this contract.

In witness whereof, the parties hereto have executed this Agreement on this _____ day of _____, 2012.

For the CITY OF EDINA:

For the INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL NO. 1275

APPENDIX A-1 - SALARY SCHEDULE

Firefighter	2010	2011	2012	2013	2014
Year 1			\$38,443	\$38,827	\$39,216
Year 2			\$47,150	\$47,622	\$48,098
Year 3			\$55,217	\$55,769	\$56,327
Year 4			\$57,705	\$58,282	\$58,865
Year 5			\$62,723	\$63,350	\$63,984
Year 6			\$63,037	\$63,667	\$64,304
Year 7			\$63,352	\$63,986	\$64,625

Firefighter/Lieutenant	2010	2011	2012	2013	2014
Year 1	\$60,269	\$60,269	\$61,173	\$61,785	\$62,403
Year 2	\$63,644	\$64,917	\$65,891	\$66,550	\$67,215
Year 3	\$66,207	\$67,531	\$67,531	\$68,206	\$68,888
Year 4	\$70,082	\$71,484	\$72,556	\$73,282	\$74,014
Year 5	\$72,441	\$73,890	\$74,998	\$75,748	\$76,505
Year 6	\$72,804	\$74,260	\$75,347	\$76,100	\$76,861
Year 7	\$73,532	\$75,003	\$76,128	\$76,889	\$77,658
Year 8	\$74,268	\$75,753	\$76,889	\$77,658	\$78,434

Firefighter/Inspector	2010	2011	2012	2013	2014
Year 1	\$58,772	\$58,772	\$59,654	\$60,251	\$60,853
Year 2	\$62,104	\$63,346	\$64,296	\$64,939	\$65,588
Year 3	\$64,617	\$65,909	\$66,898	\$67,567	\$68,243
Year 4	\$68,614	\$69,784	\$70,831	\$71,539	\$72,255
Year 5	\$70,727	\$72,142	\$73,224	\$73,956	\$74,696
Year 6	\$71,081	\$72,503	\$73,591	\$74,327	\$75,070
Year 7	\$71,792	\$73,228	\$74,327	\$75,070	\$75,821
Year 8	\$72,510	\$73,960	\$75,070	\$75,821	\$76,579

Firefighter/Paramedic	2010	2011	2012	2013	2014
Year 1	\$56,005	\$56,005	\$56,845	\$57,413	\$57,988
Year 2	\$60,837	\$62,054	\$62,985	\$63,615	\$64,251
Year 3	\$63,350	\$64,617	\$65,586	\$66,242	\$66,904
Year 4	\$68,416	\$69,784	\$70,831	\$71,539	\$72,255

Master Labor Agreement:
City of Edina and IAFF Local No. 1275
January 1, 2010

Year 5	\$70,727	\$72,142	\$73,224	\$73,956	\$74,696
Year 6	\$71,081	\$72,603	\$73,591	\$74,327	\$75,070
Year 7	\$71,792	\$73,228	\$74,327	\$75,070	\$75,821
Year 8	\$72,510	\$73,960	\$75,070	\$75,821	\$76,579

APPENDIX A-1 SALARY SCHEDULE

- 1% increase to all steps (Years) in 2013
- 1% increase to all steps (Years) in 2014

Supplemental: Paramedic Certification Pay for Lieutenants and Inspectors = \$1,463.81.
Supplemental: Education incentive under 25.5 for all Job Classifications is \$1675.00

Working out of classification:

- Acting Fire Lieutenant or Inspector – 100% of the pay of the Classification
- Acting Shift Officer - \$1.25 per hour in addition to the employee's hourly pay rate
- FTO - \$1.50 per hour in addition to the employee's hourly pay rate

APPENDIX A-2
POLICY FOR THE PAYMENT OF UNUSED SICK LEAVE

This policy is hereby adopted by the City Council pursuant to Section 150 (Personnel Policy) of the City Code. The purpose of this policy is to provide monetary compensation to regular full time employees of the City for a portion of their unused sick leave. This payment will be made at the time of separation for employment. This policy is designed to phase out severance payments now provided to employees who voluntarily resign after 15 years of service.

Effective Date

This policy is effective for regular full-time employees who leave employment with the City on January 1, 2011, or thereafter.

Eligible Employees

Only current, regular full time employees as defined by Section 150 of the City Code who have completed their probationary period and leave employment with the City in good standing as defined by 150.16 of the Code are eligible. Employees covered by a collective bargaining agreement are not eligible unless this policy is included as a provision in their collective bargaining agreement.

Payment for Unused Sick Leave

Upon separation from regular full-time employment with the City, an eligible employee shall receive a lump sum payment equal to 50% of his or her accrued and unused sick leave as of the date of separation. The maximum number of hours subject to this payment shall not exceed 960 hours, (i.e. 1,920 hours of accrued and unused sick leave x 50% = 960 hours). With regard to the employees working other than 40 hours, their payment for unused sick leave shall not exceed 1,440 hours (2,880 hours of accrued and unused sick leave x 50%). The payment shall be based upon the employee's rate of pay at the time of separation. The payment shall be made within 30 days of separation.

Severance Payments/Option of Current Employees

Section 150 of the City Code provides for six weeks severance pay for regular full time employees who leave employment, in good standing, after 20 years of service. No employee hired after May 1, 2011, will be eligible for this severance payment.

Persons who are regular full-time employees on May 1, 2011, may choose to either i) accept six weeks severance pay after 20 years of service or ii) accept a payment for unused sick leave as prescribed by this policy. Under no circumstances will an employee be eligible for both payments unless employment ends due to total and permanent disability or due to a permanent layoff as provided for in Section 150 of the Code. Current employees must select the option described above no later than May 1, 2011. Employees who fail to select an option will automatically be converted to the payment for unused sick leave option and will not be eligible for severance pay upon separation.

APPENDIX A-3
POLICY FOR A HEALTH CARE SAVINGS PLAN

Statement of Purpose

The Health Care Savings Plan (HCSP) is a program that allows City of Edina regular full-time employees to set aside their severance benefit into an account to pay medical expenses and/or health insurance premiums after they are no longer employed by the City. Employees can choose between investment options provided by the plan administrator. Assets in the account accumulate tax-free and, since payouts are used for qualified medical expenses, they remain tax-free. This Policy amends the Policy for payment of unused sick leave adopted September 7, 1999.

Program

Severance payments upon termination of employment will be used to fund the HCSP.

- Employees with less than five years of service do not participate in the HCSP.
- For all employees with more than five years of service participation in the HCSP is mandatory.
- Employees eligible to receive a payment for unused sick leave at termination of employment must contribute the entire sick leave portion of their severance to the HCSP account up to a maximum of 960 hours.
- Employees eligible to receive six weeks severance pay at termination instead of payment for sick leave must contribute the entire six weeks severance payment to their HCSP account.

Eligibility

Effective April 1, 2003, this program applies to all regular full time non-union employees. Employees covered by a collective bargaining agreement are not eligible unless this policy is included as a provision in their collective bargaining agreement.

Plan Administration Information

The HCSP is administered by Minnesota State Retirement System (MSRS). Information regarding MSRS and the administration of the plan is available at:
<http://www.msrs.state.mn.us/hcsp/index.html>

Adopted by the City Council on March 18, 2003