

LABOR AGREEMENT

BETWEEN THE



AND

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL NO. 599 (CAPTAIN'S UNIT)**

January 1, 2021 through December 31, 2022

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AGREEMENT BETWEEN THE CITY OF RED WING
AND
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 599 (CAPTAIN'S UNIT)

ARTICLE 1. PURPOSE OF AGREEMENT

The City accepts the practices and procedures of collective bargaining as an orderly way of conducting its relations with organized employee groups insofar as such practices and procedures are appropriate to the functions and obligations of the City to retain the right to effectively operate in a responsible and efficient manner and are consonant with the paramount interest of the City and its citizens.

It is the intention of this contract to set forth the entire agreement between the City and International Association of Fire Fighter's, Local 599 (Captains Unit) covering employment conditions where not otherwise mandated by statute, the City Charter, or ordinance, to maintain and increase individual productivity and quality of service to the public and to provide an orderly and prompt method for handling and processing grievances.

The parties recognize that this agreement is not intended to modify any discretionary authority vested in the City by State Law or City Charter.

ARTICLE 2. RECOGNITION

The City recognizes the Union International Association of Fire Fighter's, Local 599 (Captains Unit) as the exclusive bargaining representative for all Captains and the Fire Marshal employed by the City of Red Wing Fire Department, Red Wing, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03 Subd. 14, excluding all other employees.

ARTICLE 3. CLASSIFICATION OF EMPLOYEES

3.1 Employees in the bargaining unit shall be classified as either Fire Captain or Fire Marshal.

ARTICLE 4. DEFINITIONS

4.1 Union: International Association of Fire Fighter's, Local 599 (Captains Unit).

4.2 Employer: The City of Red Wing.

4.3 Association Member: A member of International Association of Fire Fighter's, Local 599 (Captains Unit).

4.4 Employee: A Fire Captain or Fire Marshal who works for the City of Red Wing Fire Department.

4.5 Base Pay Rate: The employee's biweekly pay rate exclusive of any special allowances.

4.6 Immediate Family Member: Legal spouse, children, foster children, siblings, parents, grandparents, aunts, uncles, nephews, nieces, grandchildren, or step-family members of the employee or employee's spouse; and court-appointed permanent members of the employee's household.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the 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 organizational structure; to select, direct and determine the number of personnel; to perform any inherent managerial functions not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE 6. EMPLOYER SECURITY

The Union agrees that none of its officers or agents, nor any of its members covered by this contract, will engage in or encourage any strikes, mass absenteeism or any other interference with the efficient management of the Fire Department. In the event that any employee violates this article, the Union upon learning of such violation, shall immediately notify any such employees to cease from such actions and return to their normal duties. Any or all employees who violate any provisions of this article may be subjected to dismissal or otherwise disciplined. Any disciplinary action brought for violation of this article shall be subject to the grievance procedure.

ARTICLE 7. UNION SECURITY

- 7.1 The Employer shall deduct from the wages of employees who authorize such deductions in writing an amount necessary to cover monthly Association duties. Such moneys shall be remitted as directed by the Association.
- 7.2 The Association may designate employees from the bargaining unit to act as a Grievance Committee and shall inform the Employer in writing of such choice and changes in association, officers or delegates, not to number over three personnel.
- 7.3 It is recognized and accepted by the Association and the Employer that the conduct of Association business is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The Employer shall permit the Association officers or delegates 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 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.
- 7.4 The Employer agrees to permit the Association to hold Association business meetings in the City Fire Station, provided the Association has notified and received the 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.
- 7.5 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 the Article.

ARTICLE 8. GRIEVANCE AND DISPUTES

- 8.1 A grievance shall be defined as a dispute or disagreement raised by an employee against the City involving the interpretation or application of the specific provisions of this agreement. It is specifically understood that any matters governed by the State Statute or City Charter provisions shall not be considered grievances and are not subject to the grievance procedure hereinafter set forth.

Procedure:

Step 1. An employee who has a grievance shall submit it in writing to the Fire Chief within ten (10) business days after knowledge of its occurrence and shall be signed by both the employee and a representative of the Union Grievance Committee. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated and the relief requested.

The Fire Chief or his/her designee shall discuss the grievance within ten (10) business days with the representative of the Union Grievance Committee at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the employee's immediate supervisor and the Union. If no settlement is reached, the Fire Chief or his/her designee shall give the City's written answer to the Union within five (5) business days following the meeting to discuss the grievance.

Step 2. If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Council Administrator within ten (10) business days after the answer in Step 1. A meeting between the Council Administrator and the representative of the Union Grievance Committee shall be held at a time mutually agreeable to the parties.

This meeting shall be scheduled as early as possible. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Council Administrator and the Union. If no settlement is reached, the Council Administrator shall give the City's written answer to the Union within five (5) business days following the meeting to discuss the Step 2 grievance.

Step 3. Upon mutual agreement, the parties may petition the BMS for mediation of the dispute. If the parties don't agree to mediation or if the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) business days after the receipt of the City's answer in Step 2. Both the City and the Union shall have the right to alternately strike two names from the panel. The party striking first shall be determined by procedures established by the Bureau of Mediation Services. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection requesting that he/she set a time and place, subject to the availability of the City and Union representative.

- 8.2 A hearing on the grievance will be held promptly by the arbitrator. Both parties desire a final and binding decision to be rendered within thirty (30) calendar days of the close of the hearing or the posting date for submission of post hearing briefs if submitted.
- 8.3 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the

specific issue submitted and shall have no authority to make a decision on any other issue not so submitted to him/her. 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 decision shall be binding on both the EMPLOYER and the UNION and 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 9. DISCIPLINE

The Employer will discipline employees for just, fair and reasonable cause only. The Discipline shall be in the form of:

- A. Oral reprimand.
- B. Written reprimand.
- C. Suspension without pay
- D. Demotion, or
- E. Discharge.

Suspension, demotions, and discharges will be in written form. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices. Grievances relating to this Article shall be initiated by the Union or Employee in Step 1 of the Grievance Procedure under Article VIII.

The Union hereby agrees to defend, indemnify and hold the City harmless for any and all claims or lawsuits arising in whole or in part from the release of reprimands or disciplinary notices to the union.

ARTICLE 10. SENIORITY

10.1 Seniority shall be in accordance with the employee's date of hire to a position in this unit of the Fire Department. New employees hired shall be considered as probationary employees for the first six months of their employment. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the Fire Department and shall rank for seniority from the date of hire to the position. Probationary employees discharged during or at the conclusion of the probationary period shall be granted a hearing before the EMPLOYER and shall be advised of the reason for their discharge.

10.2 In the event of a reduction in personnel, probationary employees shall be laid off first. Employees with seniority shall be laid off in order of seniority with the employee with the least seniority being laid off first. Employees promoted to the position of Captain or Fire Marshal and governed by this agreement retain their seniority rights within the fire department. In the case of personnel reductions affecting this unit, the Captain or Fire Marshal with the least amount of time in service as a captain or Fire Marshal shall be laid off first. However, a Captain or Fire Marshal who is laid off through a Captain or Fire Marshal personnel reduction shall have the right to be re-employed as a Captain or Fire Marshal in the event of an opening in a Captain or Fire Marshal position. A Captain or Fire Marshal who is laid off through personnel reduction in the Fire Department shall have the right to bump a less senior lower level position provided the Captain or Fire Marshal is qualified to do the job. In the event an employee who is in a Captain or Fire Marshal position wishes to return to a less senior level, he/she shall be able to do so after

consultation with the Employer and only at such time as that Captain or Fire Marshal is replaced and there is an opening in a Fire Fighter position.

- 10.3 When the working force is increased after a lay-off, employees with seniority will be recalled according to seniority in the reverse order of lay off. An EMPLOYEE on layoff shall have the opportunity to return to work within two (2) years of the time of his/her layoff before any new EMPLOYEE is hired. Notice of recall shall be sent to the employees at their last known address by Registered or Certified Mail. If the employee fails to respond within seven (7) calendar days from the date of receipt of notice of recall, he/she shall be considered as having resigned. If the employee responds to return to work, he/she shall have fourteen (14) calendar days to return to work. Probationary employees or new employees may be hired or recalled at the discretion of the City after all seniority employees have been recalled.

ARTICLE 11. WORK SCHEDULE

- 11.1 The normal work year for shift employees shall consist of hours to be accounted for by each EMPLOYEE through schedule of hours worked, holidays, training and vacations. For the purpose of this article, a day shall be a twenty-four hour period beginning at 7:00 a.m. The Captain's day shall be preceded by a daily Shift Change Briefing beginning at 6:45 a.m. The briefing is considered an early report. A typical work schedule for shift members of the bargaining unit shall be as follows:

Day 1	Day 2	Day 3	Day 4	Day 5	Day 6
Work	Work	Off	Off	Off	Off

This schedule will then be repeated. This is commonly known as the 48/96 schedule. In the event that the same shift is scheduled to work on both December 24th and December 25th, the schedule for December 23rd and December 24th will be switched. This will result in one shift working December 22nd and 24th and the other shift working December 23rd and 25th.

Workday

Each 48-hour work segment will include a set of tasks that are assigned to the shift. These tasks will include fire and ems training, apparatus checks, building checks and any assigned public education activities or additional tasks. Shift supervisors will be given the responsibility of managing personnel throughout the workday to complete these tasks within the assigned 48-hour period.

Apparatus assignments will be made by the shift supervisor and managed so that workloads are equally distributed among personnel. Apparatus assignments are at the discretion of the shift supervisor and may be rotated throughout the 48-hour work period.

Upon a 14 day notice to the EMPLOYEE, the CITY may change the EMPLOYEE'S work schedule for purposes of the EMPLOYEE'S attendance at outside training classes.

The normal work year for non-shift employees shall consist of hours to be accounted for by each EMPLOYEE through schedule of hours worked, holidays, training and vacations. The EMPLOYER shall determine the work schedule for non-shift members of the bargaining unit, which shall be forty-hours per week generally consisting of either five (5) eight (8) hour days or four (4) ten (10) hour days Monday through Friday inclusive of a 30 minute meal period. During the 30 minute meal period, non-shift employees shall be

employees shall be required to respond to calls as needed. Also, non-shift members shall receive two (2) paid fifteen minute breaks. Different shift lengths and days of work (excluding Sundays) may be arranged by mutual consent of the EMPLOYER and the EMPLOYEE and shall not result in overtime compensation as long as the flexed schedule does not require work in excess of 40 hours per week.

- 11.2 Each employee shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, provided that the shift-change does not result in or increase the payment of overtime or out of class pay. All shift trades must occur between employees eligible for that rank. (Eligible for purposes of this paragraph is defined as same rank, rank above, or an employee who is on current eligibility lists for promotion into that position. If no such list exists then the trade may occur with an individual of one rank below.) It is the responsibility of the employee assuming the regularly scheduled employee's shift to be on duty on the exchanged hours. If a position is not properly filled as a result of an exchange, the employee who had agreed to the exchange shall be subject to disciplinary action. All exchanges must be approved by the EMPLOYER.
- 11.3 Any new employee hired by the Red Wing Fire Department, as a probationary Captain will be assigned to a non-shift workweek until such time that management feels the employee is sufficiently trained and ready for shift assignment. The non-shift concept shall not exceed 6 months of time. Any current employee promoted to a Captain position will work the regular work schedule during the probationary period.
- 11.4 All employees shall take part in a comprehensive physical fitness program through the Fire Department wellness program developed through mutual agreement of both parties. Components of the program shall include an annual medical screening; cardiovascular and/or strength training completed on-duty; and nutritional and fitness education. All employees shall show evidence of a good faith effort to meet the guidelines of the department's physical fitness program. For purposes of this Section, good faith effort for shift employees shall be defined as participating in a minimum of sixty (60) minutes of physical fitness activity per 48 hour shift; the committee shall determine the participation requirements for non-shift employees. The committee that will work on developing and maintaining this program will consist of up to three Union members and up to two employees representing the Employer. The Fire Chief will serve as the Chair of the committee.

ARTICLE 12. MEDICAL AND LIFE INSURANCE

- 12.1 The EMPLOYER will provide a basic health insurance program similar to the one in effect on the date of this Contract. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual EMPLOYER funding into the VEBA for the Open Access Network is \$750 single/\$1500 family. The annual EMPLOYER funding into the VEBA for the Limited Access Network is \$1250 single/\$2500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan. The EMPLOYER will provide a second option for health insurance in the form of a high deductible plan. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual EMPLOYER funding into the Health Savings Account or VEBA for the Open Access Network is \$1750 single/\$3500 family. The annual

EMPLOYER funding into the Health Savings Account or VEBA for the Limited Access Network is \$2250 single/\$4500 family. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan. The EMPLOYER, in its discretion, may eliminate this second option at the end of any plan year.

The EMPLOYER will provide a third option for health insurance program in the form of a high deductible/minimum value plan. For family coverage, the EMPLOYEE will pay 11% of the gross family premium. For single coverage, the EMPLOYEE will pay 26% of the employee paid family premium. The annual EMPLOYER funding into the Health Savings Account or VEBA for the Open Access Network is \$2625 single/\$5250 family. The annual EMPLOYER funding into the Health Savings Account or VEBA for the Limited Access Network is \$3125 single/\$6250 family. In 2021, the City will also provide an Accident Policy through AFLAC for those EMPLOYEES who participate in the high deductible/minimum value plan. Provisions of state law relating to changes in aggregate benefit reductions apply only to the basic plan. The EMPLOYER, in its discretion, may eliminate this third option at the end of any plan year.

The 2021 deductible amounts are: basic health insurance program (first option) \$1500/\$3500, high deductible plan (second option) \$3500/\$7000, and high deductible/minimum value plan (third option) \$6350/\$12,700.

- 12.2 The EMPLOYER will provide a basic dental program. The EMPLOYEE will pay 25% of the premium.
- 12.3 The EMPLOYER shall also provide \$50,000 of term life insurance. The entire premium for this policy shall be paid by the EMPLOYER.
- 12.4 The EMPLOYER shall also provide group long-term disability. The entire premium for this policy shall be paid by the EMPLOYER with the benefit being taxable to the employee.
- 12.5 The City will provide at City expense, malpractice protection for ambulance personnel provided that the City can purchase insurance to protect against this risk.
- 12.6 The bargaining unit shall be allowed one representative on a joint labor-management health care cost containment committee with the purpose of developing initiatives to reduce the rate of increase in health care costs without sacrificing either the quality or breadth of health benefit coverage.

ARTICLE 13. COMPENSATION

- 13.1 Appendix B, attached hereto, is incorporated herein and is the salary schedule which shall apply during the term of this contract, except as may be modified elsewhere in this contract. (See Article XV.) In the event the City Council voluntarily agrees (not arbitration) to a cost of living/inflation adjustment in excess of percent increase shown in Appendix B, said appendix shall be adjusted by the same amount over the previous year.
- 13.2 All start times and end times shall be rounded to the nearest ¼ hour for compensation purposes unless stated elsewhere.

- 13.3 Personnel of the bargaining unit shall be paid overtime at the rate of one and one-half times the 2080 rate. The 2080 rate shall be arrived at by dividing the annual salary by 2080.
- 13.4 Personnel called back under this section shall be paid for a minimum of two (2) hours beginning at the time of the all-shift page or at individual page acknowledgement. If an employee reports more than twenty minutes from the emergency call, the start time will be the time the employee reports at the station. Scheduled call backs will begin when the employee reports to work. An extension of or early report to an assigned shift is not a call-back. Personnel called back for overtime may be required to remain on duty for a minimum of two (2) hours. If an EMPLOYEE is contacted again within the same two (2) hour period, he/she shall not be eligible for a new two (2) hour minimum, but will receive credit toward the two (2) hours from the first call-back. Personnel of the bargaining unit shall be paid overtime during the pay period earned.
- 13.5 When employees transfer from shift to non-shift and non-shift to shift, comp time shall be converted back to its original hours depending on the employee's current shift assignment (non-shift divide by 1.5, shift divided by 2, then multiplied by 1.5 if moving to a non-shift assignment and multiplied by 2.0 if moving to shift assignment).
- 13.6 When approved by the Fire Chief or his/her designee, participation in public education presentations, public safety events or training in excess of the normal work schedule shall be compensated at the overtime rate or compensated time off at the discretion of the EMPLOYER. Compensatory time shall be computed at one and one-half (1 ½) times the number of hours worked for non-shift employees. For shift employees the compensatory time will be calculated at two (2) times the hours worked for time off purposes. For payout purposes, comp time not used must be converted back to the original hours and paid out at the time and one-half (1 ½) rate.

ARTICLE 14. UNIFORM ALLOWANCES

- 14.1 The City shall provide uniforms and safety equipment to employees as needed. Appendix A attached hereto shall establish the initial numbers of respective pieces of equipment.

ARTICLE 15. HOLIDAYS

- 15.1 Shift employees will receive twelve (12) eight (8) hour holidays, payable on the first paycheck of December of each year. Holidays will be prorated for all beginning employees and employees who leave employment prior to the end of the year based on the date of termination in the calendar year. This payment shall be computed by dividing the annual salary by 2080 and then multiplying by 96.
- 15.2 Paid holidays for non-shift personnel are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day and Christmas Day and one (1) floating holiday. The floating holiday must be taken within each calendar year and cannot be banked from year to year. The date the floating holiday is taken is subject to Supervisor approval. For employees starting their employment the floating holiday will be prorated. Any holiday falling on a Sunday will be celebrated by observing the following day as a holiday. When a holiday falls on a Saturday, the preceding day shall be observed as a holiday.

ARTICLE 16. VACATION

- 16.1 Vacation will be calculated on a bi-weekly basis. The number of shifts an employee is eligible for will be determined by his/her date of employment.
- A. Vacation accrual and the employee's use of vacation shall be shown on the employee's paycheck current through the last day of the pay period.
- 16.2 For the purpose of this article a shift shall be defined as a twenty-four hour period that shift employees would normally work, and an eight hour day for non-shift employees.
- 16.3 Shift (2912) employees:

Months/Years of Service		Vacation Accrual Rate	
		Hours/ Biweekly	Shifts/ Year
0 to 24 months	0-2 yr	4.31	4.67
25 to 96 months	2-8 yr	6.47	7.00
97 to 180 months	8-15 yr	9.04	9.80
181 to 216 months	15-18 yr	9.48	10.27
217 to 252 months	18-21 yr	9.91	10.74
253 to 288 months	21-24 yr	10.35	11.21
289 months	24+ yr	10.77	11.66

Non-shift (2080) employees:

Months/Years of Service		Vacation Accrual Rate	
		Hours/ Biweekly	Days/ Year
0 to 24 months	0-2 yr	3.08	10
25 to 96 months	2-8 yr	4.62	15
97 to 180 months	8-15 yr	6.46	21
181 to 216 months	15-18 yr	6.77	22
217 to 252 months	18-21 yr	7.08	23
253 to 288 months	21-24 yr	7.39	24
289 months	24+ yr	7.69	25

Employees converting to shift from non-shift and to non-shift from shift shall have their accruals and bank adjusted accordingly based upon the 1.4 multiplier/divider.

- 16.4 Vacation schedules are subject to approval of the EMPLOYER. Vacation shifts shall be taken consecutively with one or more consecutive shifts constituting a vacation period. Vacation periods shall be selected in rounds. Employees shall select only one vacation period during any round. Selection in rounds shall be on the basis of seniority from highest to lowest with highest seniority employee having first choice. Vacation shifts not committed during rounds may be used as the opportunity arises throughout the year.
- 16.5 An Employee may carry up to two years allotment at any given time. Permission to carry over more than two years allotment may be granted by the EMPLOYER.

- 16.6 Shift employees shall be granted vacation periods less than a twenty-four hour shift. Vacation periods from one to twenty-three hours may be taken with a maximum of three periods scheduled at any time. Non-shift employees shall be granted vacation periods less than an eight-hour day. Vacation periods from one to seven hours may be taken with a maximum of three vacation periods scheduled at any time.
- 16.7 The EMPLOYER shall compensate EMPLOYEES for their unused vacation as severance pay when they are permanently separated by retirement, death, disability, resignation in good standing or other honorable conditions. The hourly figure used in computing payment for unused vacation will be arrived at by dividing the annual salary by 2912 for shift employees and 2080 for non-shift employees. Except when not allowed by the tax code and/or the Voluntary Employee Beneficiary Association (VEBA) plan; for EMPLOYEES who separate with at least ten years of City-wide employment, the EMPLOYER shall deposit 100 percent of the severance as stated into the EMPLOYEE'S VEBA. "In good standing" for purposes of this provision means that the EMPLOYEE has not been advised by the EMPLOYER that his/her employment will be terminated unless he/she resigns.

ARTICLE 17. SICK LEAVE

- 17.1 Sick leave shall be accrued for non-shift employees at the rate of 4.62 hours bi-weekly to a maximum accumulation of 1000 hours, and thereafter, at a rate of .92 hours bi-weekly. Sick leave shall be accrued for shift employees at a pro-rata rate based on the number that the scheduled shift hours per year compared to 2080 hours (presently 2912 hours divided by 2080 hours which provides for a shift multiplier of 1.4 x the above shift schedule and shift maximums yielding 6.46 hours bi-weekly to 1400 hours and 1.29 hours bi-weekly thereafter). Employees converting to shift from non-shift and to non-shift from shift shall have their accruals and bank adjusted accordingly based upon the 1.4 multiplier/divider.
- 17.2 The City will maintain two (2) separate accrual banks for sick leave; one for the hours accumulated to 1000 non-shift/1400 shift hours and one for any accrued hours over those balances. If an employee has accumulated hours in both banks and they use sick time, those hours will be deducted from the initial bank; therefore earning those hours back at the higher accrual rate.
- 17.3 Sick leave with pay may be used for the following reasons:
- A. Personal illness or physical incapacity resulting from causes beyond the employee's control.
 - B. The illness of an immediate family member that requires the employee's personal care and attendance.
 - C. Enforced quarantine of the employee in accordance with community health regulations.

Sick leave cannot be taken in increments smaller than 1/4-hour increments.

- 17.4 An employee on sick leave shall inform his/her immediate supervisor of the fact and the reason therefore not less than thirty (30) minutes before his/her shift begins, when possible, and failure to do so may be cause for denial of sick leave with pay for the period of absence. Reasonable, prudent, and bona fide use of sick leave includes the

requirements that the employee must be confined to residence or medical facilities or in route between the same for the purposes of treatment or recuperation. In cases when an employee on sick leave must be away for reasons other than those referred to above, the employee shall notify the Captain on duty or Fire Chief as soon as possible as to the reasons for not being confined.

- 17.5 An employee receiving sick leave with pay who simultaneously receives compensation under workmen's compensation laws shall receive, for the duration of such compensation, only that portion of his/her regular salary which will, together with said compensation, equal his/her regular salary. The accrued sick leave of the employee will be reduced only in proportion to the amount of compensation actually paid by the City.
- 17.6 An employee who is unable to work for a period of time because of illness or injury, may be required before being permitted to return to work, to furnish the EMPLOYER with medical evidence that said employee is able to perform all significant duties of the job in a competent manner and without hazard to her/himself or others. The EMPLOYER reserves the right to require a medical examination at any time by a doctor of the EMPLOYER'S choice at the EMPLOYER'S expense to verify EMPLOYEE'S ability to perform the essential functions of the position and/or claim for sick leave.
- 17.7 The EMPLOYER shall compensate Employees for one-third (1/3) of their accumulated sick leave (up to first 1,000 non-shift/1,400 shift hours) and one-half (1/2) of their sick leave bank (hours over 1,000 non-shift/1,400 shift), when they are permanently separated by retirement, death, disability, resignation in good standing or other honorable conditions. Except when not allowed by the tax code and/or the Voluntary Employee Beneficiary Association (VEBA) plan; for EMPLOYEES who separate with at least ten years of City-wide employment, the EMPLOYER shall deposit 100 percent of the severance as stated into the EMPLOYEE'S VEBA. "In good standing" for purposes of this provision means that the EMPLOYEE has not been advised by the EMPLOYER that his/her employment will be terminated unless he/she resigns.
- 17.8 The hourly figure used in computing payment for this unused sick leave will be arrived at by dividing the annual salary by 2912 for shift Employees and 2080 for non-shift Employees.
- 17.9 An Employee who participates in all components of the comprehensive physical fitness program (Article 11.4) and completes the department's physical agility test by December 31st shall be granted eight (8) hours of vacation leave on the first payroll of February in the following year for non-shift (2080) and twelve hours of vacation leave for shift employees (2912).

ARTICLE 18. LEAVES OF ABSENCE

No leaves of absence for a period of more than one week may be obtained except on a written application and with the consent of the Council Administrator, such application to have the endorsement of the Fire Chief or designee. Such leave of absence shall be for the time specified in the application, except in case of illness or injury. A member staying out longer than his/her leave shall be considered as resigned from the Department.

ARTICLE 19. EMERGENCY LEAVE

- 19.1 The City's emergency leave policy as contained in its Personnel Policy Manual will be applied to this unit. The parties specifically agree that the Manual is subject neither to the

obligation of the PELRA to meet and negotiate nor to the grievance process of this Agreement. Provided, however, for this unit with employees working 24 hour shifts, the City applies its three (3) day minimum leave time as three (3) consecutive days

19.2 Limitations. Emergency leave shall be granted only for the time necessary to attend to the emergency situation, such as time needed to travel to and from and attend a funeral including reasonable family services and events, or time needed when an immediate family member is seriously injured or ill e.g., significant surgery, hospitalization, emergency medical service, recovery after surgery, grief counseling, estate matters, illness recovery or hospice-type arrangements. The request for emergency leave along with a complete description of the circumstances causing the emergency leave shall be made to the Fire Chief. Careful consideration shall be given to the nature of the emergency and the intent and purpose of this leave. Emergency leave shall be charged as sick leave. Any emergency leave time over three (3) consecutive days will be evaluated on a case by case basis and must be approved by the Council Administrator.

Employees shall be allowed three (3) consecutive days minimum of emergency leave as funeral leave for a death in the immediate family. This period shall begin with the employee's first requested day of work off.

Emergency leave may be taken in quarter hour increments.

Employees will be granted emergency leave to serve as pallbearers at a funeral.

ARTICLE 20. DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee because of sex, race, creed, religion, or political activity.

ARTICLE 21. SAVINGS CLAUSE

In the event that any provision, phrase, or clause of this agreement shall at any time be declared invalid by any court having jurisdiction, the decision shall not invalidate the entire agreement. It is the expressed intention of the parties that all other provisions remain in full force and effect.

ARTICLE 22. EMPLOYEE QUALIFICATIONS

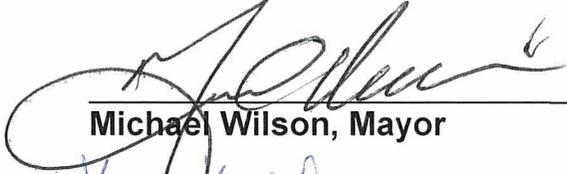
Employees shall maintain such certifications as the Employer may require and after the date of hire the Employer shall pay for any required training costs to achieve and/or maintain such required certification. Employees who fail to pass any required certification or re-certification standards after making a bona fide effort to do so, shall be given up to six (6) months from such date to obtain such certification/re-certification. For good cause, the EMPLOYER may extend such period for an additional six (6) months.

ARTICLE 23. DURATION OF AGREEMENT

This contract shall be effective as of the 1st day of January, 2021, and shall run two years to December 31, 2022.

WITNESSETH OUR HANDS, this 14th day of June, 2021 at Red Wing, Minnesota.

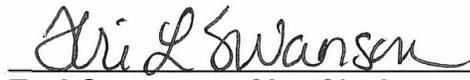
City of Red Wing



Michael Wilson, Mayor



Kay Kuhlmann, Council Administrator



Teri Swanson, City Clerk

**The International Association of Fire
Fighters (Captains unit), Local No. 599, Red
Wing, MN**



Andy Speltz, Captain / Justice L599



Travis Goodman, President L599



Brandon Boyd, Vice President, L599



Mike Dopkins, Secretary/Treasurer L599

Appendix A – Uniform

The City agrees to provide such necessary safety equipment and protective clothing as to allow efficient operation and proper safety in accordance with applicable local, state and Federal safety standards. Lost or damaged safety items (City issued) shall be reported immediately to the employee's immediate supervisor. The Fire Department will provide replacement without unreasonable delay. All damaged or unserviceable City-issued clothing will be replaced one for one as needed. Damaged or unserviceable clothing will be returned to the City for disposal.

The City will provide a washer/extractor designed for cleaning structural firefighting gear and a mechanical method for drying gear (jacket, pants, boots and gloves). The Union understands that such machines will require maintenance or may breakdown and agrees that it will not be a contract violation if such a situation arises as long as the City is making reasonable efforts to return the machines to service.

Non-probationary employees may keep shirts, pants, belts, t-shirts, shorts, baseball hat, a shirt badge, name tags, Uniform footwear, gloves, tie, and dress hat with pin and gold band upon separation of employment, provided that all department patches and insignias are removed. The City would allow an employee to purchase his/her helmet at a pro-rated amount based on the life expectancy of a helmet being eight years and at the current replacement cost.

The City shall continue to provide, at no cost to the employee, the following items based on the employee's position:

Personal Protective Clothing

- Structural fire helmet
- Protective clothing including gender specific protective clothing, bunker pants, bunker coat.
- Jumpsuit
- Structural boot
- Work boot
- Gloves (2)
- Backup Flannel Headband and Ratchet Liner for department issued helmet
- individual S.C.B.A. face pieces/masks
- non-latex gloves
- Nomex hood (2);
- N-95 respirators (TB masks)
- Eye protection

Duty Uniform

Item	Base Issue	Item	Base Issue
Uniform Pants	3	Class B Shirt LS	2
Class B Shirt SS	2	Class B Tie	1
Duty Shirt	3	Uniform Belt	2
Department T-Shirt	4	Job Shirt	2
Hi-Viv Jacket	1	Soft Shell Jacket	1
Baseball Hat	1	Winter Gloves	1
Badge issued after probation	2	Collar Insignia w/ Rank	2
Winter Hat	1	Name Plate	2

PT Shorts	1	Uniform Footwear	1
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Besides the structural boots issued as part of the Personal Protective Clothing, an employee may receive two pairs of footwear purchased from a City-approved vendor. Unless replacement of both pairs of footwear is needed due to normal wear and tear, not more than one pair of footwear may be purchased each calendar year. The footwear purchased must meet the following requirements:

- The work boot must have an 8" shaft, a **Safety Toe** and be puncture resistant. This boot is a part of the employee's Personal Protective Clothing and when not worn must be kept with the employee's Personal Protective Clothing.
- The other footwear may be a closed toe shoe or 6" boot that meets the following requirements: water resistant, slip resistant, black in color and capable of being polished.

The City will allow an employee to purchase footwear that costs more than the City contribution provided the employee pays the additional expense; any such footwear must meet the requirements of this paragraph. The City's contribution will be determined by the base model Red Wing boot of the City's choice.

Appendix B-2021 Pay Table

			Start	6 months	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Position	DBM Grade	DBM Points											
Captain	B32	3250	\$34.95	\$36.00	\$37.05	\$38.10	\$39.15	\$40.20	\$41.24	\$42.29	\$43.34	\$44.39	\$45.44
Fire Marshal	B32	3250	\$34.95	\$36.00	\$37.05	\$38.10	\$39.15	\$40.20	\$41.24	\$42.29	\$43.34	\$44.39	\$45.44

Current employees will receive a 2% COLA on their current wage and then be placed on the next closest step on this table.
 Employees will move through the steps on their position anniversary date.

An employee of the Red Wing Fire Department promoted to a Fire Captain or Fire Marshal position shall be placed at a step above their current rate of a pay, with a minimum increase of \$0.75 per hour. The employee will be eligible annually thereafter for a step increase based on the promotion date and pay plan.

Appendix C-2022 Pay Table 2.25% COLA Increase Effective 1/1/22

			Start	6 months	1 year	2 year	3 year	4 year	5 year	6 year	7 year	8 year	9 year
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Position	DBM Grade	DBM Points											
Captain	B32	3250	\$35.74	\$36.81	\$37.88	\$38.96	\$40.03	\$41.10	\$42.17	\$43.24	\$44.32	\$45.39	\$46.46
Fire Marshal	B32	3250	\$35.74	\$36.81	\$37.88	\$38.96	\$40.03	\$41.10	\$42.17	\$43.24	\$44.32	\$45.39	\$46.46

An employee of the Red Wing Fire Department promoted to a Fire Captain or Fire Marshal position shall be placed at a step above their current rate of a pay, with a minimum increase of \$0.75 per hour. The employee will be eligible annually thereafter for a step increase based on the promotion date and pay plan.

Appendix D-Placement on 2021 Pay Table Effective 6/14/21

First Name	Last Name	position	current grade	current step	current hourly rate	Current Rate +2%	DBM Grade	Equal or Next Highest and Closest Step	Step Rate	Date of Next Step Increase	Hire Date	Time in Position
Matthew	Lenz	FI CAPT	IFC13	6	\$40.44	\$41.25	B32	8	\$42.29	9/29/2021	11/30/2009	9/29/2020
Joshua	Johnholtz	FI CAPT	IFC13	7	\$41.70	\$42.53	B32	9	\$43.34	7/23/2021	11/1/2002	7/23/2018
Trent	Wentlandt	FI CAPT	IFC13	7	\$41.70	\$42.53	B32	9	\$43.34	1/2/2022	1/4/2010	1/2/2020
Andrew	Speltz	FI MARSH	IFC13	7	\$41.70	\$42.53	B32	9	\$43.34	11/26/2021	6/28/2004	11/26/2007

Current employees will receive a 2% COLA on their current wage and then be placed on the next closest step on this table. Employees will move through the steps on their position anniversary date.

Appendix E-Hazard Pay						
First Name	Last Name	Position	Grade	Step	Current Hourly Rate as of 6/13/21	Lump Sum Bonus Amount
Matthew	Lenz	FI CAPT	IFC13	6	\$40.44	\$3,364.61
Joshua	Johnholtz	FI CAPT	IFC13	7	\$41.70	\$3,469.44
Trent	Wentlandt	FI CAPT	IFC13	7	\$41.70	\$3,469.44
Andrew	Speltz	FI MARSH	IFC13	7	\$41.70	\$3,469.44

The lump sum hazard pay payment will be a one-time payment paid out in 2021 and calculated as follows:

- (1) on the hourly base pay rate utilized for the employee's pay period ending 6/13/21,
- (2) for the 365 days preceding 6/13/21 Date or prorated amount for those with hire dates less than 365 days ago,
- (3) at 4%,
- (4) prorated at the employee's base annual hours where full-time equals a base 2080 annual hours, and
- (5) to employees listed on the chart above.

*Will be issued as a lump sum payment as a separate payroll deposit on 7/6/21.

*Casual and temporary employees will not receive hazard pay.

*PERA contributions will be withheld from the hazard pay.

*The hazard pay will be based on the employee's base rate without overtime, premium pay, etc.