

**AGENDA
OF THE CITY
COUNCIL WORK SESSION
CITY OF EAST GRAND FORKS
TUESDAY, DECEMBER 10, 2013 - 5:00 P.M.**

CALL TO ORDER:

CALL OF ROLL:

DETERMINATION OF A QUORUM:

- 1. Sidewalk Plans for 20th St NE & 5th Ave NE – Greg Boppre**
- 2. Lutheran Social Service Site Use Agreement – Megan Nelson**
- 3. Labor Agreement for Law Enforcement Labor Services – David Murphy**
- 4. Labor Agreement for the International Association of Fire Fighters – David Murphy**
- 5. Goal Setting Session Discussion – David Murphy**

ADJOURN:

Upcoming Meetings

Regular Council Meeting – December 17, 2013 – 5:00 PM – Council Chambers
Regular Council Meeting – January 7, 2014 – 5:00 PM – Council Chambers

Request for Council Action

Date: December 5, 2013

To: East Grand Forks City Council, Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Henry Tweten, Chad Grassel, Mark Olstad and Ron Vonasek.

Cc: File

From: Greg Boppre, P.E.

RE: Sidewalk Plans for 20th Street NE/5th Ave NE

Background:

We have completed a couple of options for the above referenced sidewalk project and would like direction from the City Council(see attached maps).

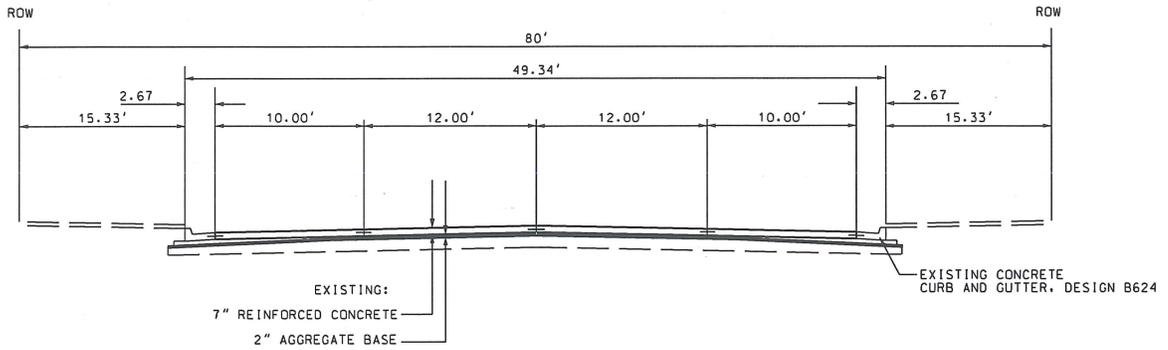
Option 1 is the preferred option, however the sidewalk will be right up against the existing trees and we are not sure how long the trees will survive if we have to cut some of the roots. Therefore, we have option 1A, which will include removing the curb and gutter and cutting 2 feet off the street and installing new curb and gutter(see attached). This option will increase the construction amount by \$60,000, however we can use State Aid funds if the City elects to use this option.

Recommendation:

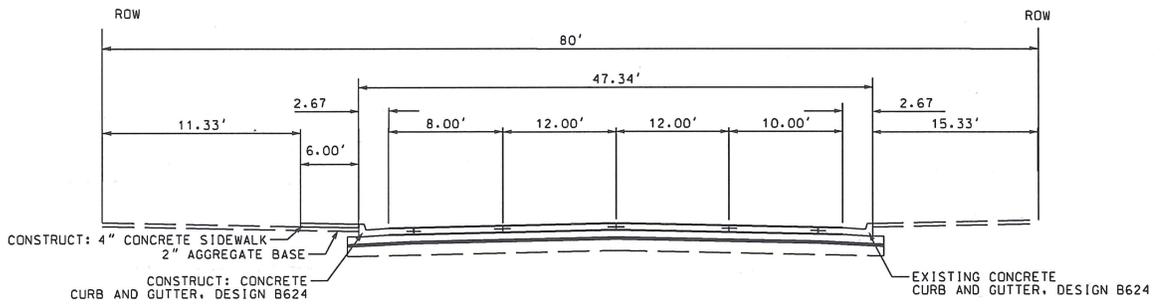
Direction from the City Council

Enclosures:

maps

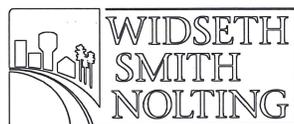


EXISTING SECTION
NO SCALE



PROPOSED SECTION
NO SCALE

12/5/2013 7:06:56 AM City of East Grand Forks\07060018-2014 CP No.1 Street Improvements\CADD\Civil\2014_CPI_5thAve.dgn



Engineering
Architecture
Surveying
Environmental

DATE: 12/5/2013
SCALE: NO SCALE
DRAWN BY: KJR
CHECKED BY:
JOB NUMBER: 4

5TH AVE NE IMPROVEMENTS
EAST GRAND FORKS, MINNESOTA

TYPICAL CROSS-SECTION

SHEET NO.
1 OF 1

Request for Council Action

Date: 12/06/13

To: East Grand Forks City Council Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: Megan Nelson

RE: Lutheran Social Service Site Use Agreement

Every year the Lutheran Social Services out of Moorhead sends an agreement to the City for the continued use of the kitchen facilities in the Senior Center. This agreement is for one year and has been continued to be renewed by the City Council each year.

Lutheran Social Services (LSS) provides anywhere from 20 to 40 meals a day to people in Sunshine Terrace and Townsquare and up to 30 meals a day for members at the Senior Center. These meals are a draw for more people to utilize the Senior Center. Recently the Senior Center held a dinner dance with food provided by LSS who served 94 meals at the event. Most recently LSS has agreed to provide meals to the daycare about a block away from the Senior Center which could mean they will be preparing up to or over 60 more meals a day.

Any questions about LSS and the services they provide can be addressed by Ms. Lynda Adams Vanderhoof, the Senior Center Coordinator. She can be reached at 773-0821.

**LSS SENIOR NUTRITION PROGRAM
SITE USE AGREEMENT - 2014**

This site use agreement has been prepared for the purpose of defining the rules of the agencies involved in the development and operation of the Nutrition Program in East Grand Forks.

This agreement made this ____ day of _____ 2013, by and between East Grand Forks Senior Center, hereafter referred to as the Company and the LSS Senior Nutrition Program, 715 North 11th Street, Suite 401C, City of Moorhead and the State of Minnesota, hereafter called the Nutrition Program, in consideration of costs, covenants and agreements herein reserved and contained, do hereby agree each with the other as follows:

I. All correspondence regarding this agreement will be between the Nutrition Program Director or Assistant Director and the East Grand Forks Senior Center.

II. The Nutrition Program agrees and shall abide, conform to and comply with all the laws of the United States and the State of Minnesota, and all of the ordinances of the City of East Grand Forks, Minnesota, together with all the rules and requirements of the Police and Fire Department of the City of East Grand Forks, Minnesota. In addition, all rules and regulations by the Minnesota Department of Health will be complied with. A restaurant license, if required, will be procured annually by the Nutrition Program. The Company agrees to arrange for an annual fire inspection and notify the Nutrition Program of results. Fire inspecting must be completed by professionally trained personnel.

III. The closing of sites on holidays will be determined by the Nutrition Program and the Company one month prior to the holiday. Nutrition sites usually observe ten holidays a year which include New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving holiday, Christmas Eve Day, and Christmas Day.

IV. The Nutrition Program agrees to restore community facilities to ordinary cleanliness after use. Ordinary cleanliness is defined as leaving facilities in the same condition as they were prior to entering. Notwithstanding this undertaking, basic custodial services such as floor maintenance, window washing, cleaning of rest rooms, washing and/or painting of walls, snow and ice removal and all other general maintenance, reasonable inspection and repairs to the interior and exterior of the facilities are the responsibility of the building owner.

V. The Nutrition Program shall procure and maintain comprehensive general combined single limit liability coverage of One Million Dollars (\$1,000,000.00) and Workers Compensation Insurance on all Nutrition Program staff relating to the site mentioned above. The Nutrition Program shall hold the building owner harmless for that portion of any damages or injury occurring on the rented premises for which the Nutrition Program may be found liable.

VI. The Company agrees to maintain, inspect and repair and to assume sole financial responsibility for the facility due to mechanical and electrical problems. The Company agrees to have all fire extinguishers inspected yearly by a licensed inspector at company expense. A dated and signed tag must be placed on each extinguisher.

Request for Council Action

Date: 12/06/13

To: East Grand Forks City Council Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: David Murphy

RE: Law Enforcement Labor Service Labor Agreement

Included is the tentative agreement between the City and the Law Enforcement bargaining group. This agreement would take effect January 1, 2014 and last until December 31, 2015.

Recommendation:

Approve the labor contract between the City and the Law Enforcement Labor Services.

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**LAW ENFORCEMENT LABOR SERVICES, INC.,
LOCAL NO. 152
(POLICE DEPARTMENT EMPLOYEES)**

JANUARY 1, 2014

through

DECEMBER 31, 2015

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ARTICLE 1: PURPOSE OF AGREEMENT

This AGREEMENT is made and entered into between the City of East Grand Forks, Minnesota, and the Law Enforcement Labor Services, Inc. Pursuant to Minnesota Statutes, the intent and purpose of this AGREEMENT is as follows:

- Section 1.1 To establish and memorialize the parties' AGREEMENT concerning wages and other terms and conditions of employment for the duration of such AGREEMENT; and
- Section 1.2 To establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application.

ARTICLE 2: DEFINITIONS

- Section 2.1 CALENDAR DAYS: Calendar days, excluding Saturdays, Sundays, and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).
- Section 2.2 DEPARTMENT: The Police Department of the EMPLOYER.
- Section 2.3 EMERGENCY: An unforeseen combination of circumstances or conditions that are reasonably expected to endanger life or property as determined by the EMPLOYER and require immediate action by the EMPLOYER.
- Section 2.4 EMPLOYER: The City of East Grand Forks, Minnesota, a municipal corporation organized under laws of the State of Minnesota.
- Section 2.5 EMPLOYEE: A member of the bargaining unit.
- Section 2.6 IMMEDIATE FAMILY: The EMPLOYEE'S spouse, and the children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.
- Section 2.7 UNION: Law Enforcement Labor Services, Inc.
- Section 2.8 UNION REPRESENTATIVE: EMPLOYEES of the UNION.
- Section 2.9 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.
- Section 2.10 WORKING HOURS(S): The hours in a WORKING DAY in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8, for all EMPLOYEES included in Schedule A of this AGREEMENT. All EMPLOYEES in job classifications not listed in Schedule A are excluded from this AGREEMENT, unless otherwise agreed to in writing by the EMPLOYER and UNION, or unless otherwise ordered by the Minnesota Bureau of Mediation Services pursuant to a unit determination or clarification order made in accordance with Minnesota Statutes, Chapter 179A. The UNION shall have the right to negotiate any new job classification and wage scale in the DEPARTMENT that is established by the EMPLOYER.

ARTICLE 4: EMPLOYER AUTHORITY

Section 4.1 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 establish work schedules, to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; to make and enforce reasonable rules and regulations; to hire, promote, assign, and transfer employees; to demote, suspend, discipline and discharge employees; to lay off employees; to assign duties, tasks, jobs, and overtime to employees; and to perform any inherent managerial function not specifically limited by this AGREEMENT.

Section 4.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

Section 4.3 Subcontracting. The Employer agrees to negotiate with the Union, in good faith, the subject of subcontracting employee work should such subject arise during the term of this agreement.

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction.

Each EMPLOYEE will have the right to request and be allowed dues check off for the UNION. Upon receipt of a properly executed authorization card from an EMPLOYEE, the EMPLOYER will deduct from the EMPLOYEE'S paycheck the monthly dues that the EMPLOYEE has agreed to pay the UNION. All such sums so deducted from the EMPLOYEE'S paycheck shall be remitted to the UNION. The UNION shall furnish the EMPLOYER with a list of those EMPLOYEES who are certified members of said UNION.

Section 5.2 Payroll Savings.

EMPLOYER agrees to deduct an amount pre-arranged by the EMPLOYEE for the EMPLOYEE'S savings. The amount to be deducted for the EMPLOYEE'S savings will be remitted to any bank so deemed by the EMPLOYEE.

Section 5.3 Facilities.

The EMPLOYER shall make available to the UNION REPRESENTATIVE mutually agreed upon facilities at reasonable times for the purposes of conducting Union business.

Section 5.4 Bulletin Board.

The EMPLOYER shall make space available on an EMPLOYEE bulletin board for posting UNION notices and announcements. Such notices and announcements shall not be political in nature, nor detrimental to the EMPLOYER.

Section 5.5 Indemnification.

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of action taken by the EMPLOYER under all provisions of Section 5.1 if the UNION is at fault.

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 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.

Section 6.2 Union Representatives.

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

Section 6.3 Processing of a Grievances.

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION 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

the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

Section 6.4 Procedure.

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An EMPLOYEE or 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 in writing to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) CALENDAR DAYS after receipt. The UNION may present and discuss a grievance at Step 1 if five (5) or more EMPLOYEES are affected by it and the UNION presents and discuss the grievance on behalf of such EMPLOYEES. 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, and 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 UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) CALENDAR DAYS after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) CALENDAR DAYS following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 3 representative. The EMPLOYER-designated representative shall give the UNION 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 or Step 5 within ten (10) CALENDAR DAYS following the EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 or Step 5 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 may be submitted to the Minnesota Bureau of Mediation Services for mediation if mutually agreed upon in writing, including email, by the UNION and the EMPLOYER. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) CALENDAR DAYS following mediation. Any grievance not appealed in writing to Step 5 by the UNION within ten (10) CALENDAR DAYS shall be considered waived.

Step 5. A grievance unresolved in Step 3 and/or Step 4 and appealed to Step 5 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the Rules established by the Minnesota Bureau of Mediation Services.

Section 6.5 Arbitrator's Authority.

Subsection 6.5.1 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 UNION, and shall have no authority to make a decision on any other issue not so submitted.

Subsection 6.5.2 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 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.

Subsection 6.5.3 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

Section 6.6 Waiver.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any

agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual AGREEMENT of the EMPLOYER and the UNION.

Section 6.7 Choice of Remedy.

If a grievance remains unresolved after Step 4 of Section 6.4 and the grievance involved the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 5 of Section 6.4 of this Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 5 of Section 6.4, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 7: SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the State of Minnesota and the United States of America. In the event any provision of this AGREEMENT shall be held 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.

ARTICLE 8: LEAVES OF ABSENCE

Section 8.1 Funeral Leave.

An EMPLOYEE will be granted a maximum of three (3) WORKING DAYS off with pay in the event of a death in the EMPLOYEE'S immediate family. Additional WORKING DAYS for funeral leave may be granted at the discretion of the Chief of Police for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE'S sick leave or vacation leave.

Section 8.2 Jury Duty.

All EMPLOYEES will receive an automatic leave of absence when called for jury duty. EMPLOYEES will be paid by the EMPLOYER the difference of their hourly wage equivalent per Schedule A and the amount received as juror (less any amount received for mileage or expense allowance)

Section 8.3 Other Leave.

An EMPLOYEE may request a leave of absence without pay for a period of not more than one year. All requests in excess of four (4) WORKING DAYS shall be in writing and directed to the

Chief of Police. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the Chief of Police within two (2) WORKING DAYS. When the request is for more than five (5) WORKING DAYS, the request shall be answered within fifteen (15) WORKING DAYS. Requests for leave of absence of more than fifteen (15) WORKING DAYS shall only be granted with the approval of the City Council and shall cause the EMPLOYEE'S anniversary date for seniority privileges to be advanced by the number of DAYS in excess of fifteen (15) WORKING DAYS.

Section 8.4 Parenting Leave.

Parenting leaves of absence will be granted pursuant to Minnesota Statutes.

ARTICLE 9: DISCIPLINE

Section 9.1 The EMPLOYER will discipline EMPLOYEES for just cause only. Discipline will be in one of the following forms:

- a. oral reprimand;
- b. written reprimand;
- c. suspension;
- d. demotion; or
- e. discharge.

Section 9.2 Suspensions, demotions and discharges will be in written form.

Section 9.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an EMPLOYEE'S personnel file shall be provided to and acknowledged by signature of the EMPLOYEE. EMPLOYEES and the UNION will receive a copy of such reprimands and/or notices. At the request of the EMPLOYEE, oral reprimands shall be removed from the personnel file after one year and written reprimands shall be removed from the file after two years provided the EMPLOYEE has not been involved in progressive disciplinary action.

Section 9.4 EMPLOYEES may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.

Section 9.5 EMPLOYEES will not be questioned concerning an investigation of disciplinary action unless the EMPLOYEE has been given an opportunity to have a UNION representative of the EMPLOYEE'S choice present at such questioning.

Section 9.6 Grievances relating to this ARTICLE may be initiated by the UNION at Step 2 of the grievance procedure under ARTICLE 6 of this AGREEMENT.

Section 9.7 During their probationary period, employees may be discharged at any time without cause, except for employees promoted to a classification or position. Such discharge can not be grieved through Article 5 of this agreement. Employees promoted to a classification or position may be demoted at any time without cause to the classification or position from which they were promoted during their probationary period. Such demotion can not be grieved through Article 5 of this agreement.

ARTICLE 10: INSURANCE

Section 10.1 Health Insurance.

Subsection 10.1.1 Non Dependent (single) Coverage: Effective January 1, 2014, the EMPLOYER shall contribute up to \$472.57 of the premium cost per month of the single plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. For employees enrolled in single coverage in the \$2,500 High Deductible HSA-eligible health insurance plans (100%, \$500 deductible, or \$1,000 deductible). For EMPLOYEES enrolled in single coverage in the \$2,500 High Deductible H.S.A.-eligible health insurance plan, the EMPLOYER shall contribute \$481.39 toward premium cost and \$226.83 in twenty-four (24) equal bi-monthly installments into the single H.S.A. account, ending December 31, 2015. If EMPLOYEES elect to contribute through payroll deduction \$113.42 in twenty-four (24) equal bi-monthly installments into an H.S.A., the EMPLOYER will also contribute an additional \$113.42 in twenty four (24) bi-monthly installments into the EMPLOYEE H.S.A. account ending December 31, 2015.

Subsection 10.1.2 Dependent (family) Coverage: Effective January 1, 2014, the EMPLOYER shall contribute up to \$1,081.85 of the premium cost per month of the family plan health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. For employees enrolled in a family \$5,000 High Deductible HSA-eligible health insurance plan, the Employer shall contribute \$748.97 annually in twenty-four (24) equal bi-monthly installments into the family HSA account, ending December 31, 2015. If EMPLOYEES elect to contribute \$259.64 annually in (24) equal bi-monthly installments into an H.S.A., the EMPLOYER will also contribute an additional \$259.64 annually

Subsection 10.1.3 Insurance Carrier: The selection of the insurance carrier shall be made by the EMPLOYER as provided by law and after consultation with the UNION representative. Any additional cost or premium beyond that stated above shall be borne by the EMPLOYEE and made by payroll deduction.

Subsection 10.1.4 Scope of EMPLOYER Responsibility: The EMPLOYER'S responsibility under this Article is limited to the payment of the insurance premium for the insurance described in this Article 10. The EMPLOYER has no liability for the failure or refusal of the insurance carrier to honor an EMPLOYEE'S claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the EMPLOYER or constitute a breach of this AGREEMENT by the EMPLOYER. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures set forth in this AGREEMENT, except an allegation that the EMPLOYER has failed to pay required contributions to the insurance carrier.

Subsection 10.1.5 The Union and the Employer agree to reopen the health insurance provisions of this agreement in order to establish the Employer's insurance contribution rates for the duration of the contract, to allow the Union to explore the Public Employees Insurance Plan (PIEP), and to allow negotiations in the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the City to be subject to a penalty, tax, or fine.

Section 10.2 Life Insurance.

The EMPLOYER will purchase at its expense a term life insurance policy in the amount of \$20,000 for the EMPLOYEE.

Section 10.3 Disability Insurance.

The EMPLOYER will provide disability insurance equal to the policy provided for the East Grand Forks Fire Department and contribute an annual dollar amount toward the premium of that insurance which is equal to the dollar amount being provided for the Fire Department. This policy will in no way affect or be affected by the EMPLOYEE'S sick leave or Worker's Compensation benefits as set in Article 13.

Section 10.4 False Arrest Insurance.

The EMPLOYER agrees to contribute the full premium of false arrest insurance.

ARTICLE 11: HOLIDAYS

Section 11.1 Patrol Officers and Sergeants are to earn vacation time in lieu of thirteen (13) holidays per year. The thirteen (13) holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	Three (3) Floating Holidays
Fourth of July	

Martin Luther King Day, which shall be treated as a floating holiday, and the three floating holidays must be taken at a time approved by the Chief of Police.

These holidays are recognized as paid holidays for secretary-dispatchers.

Section 11.2 Patrol officers and sergeants who work on any of the ten (10) named holidays shall be paid at one and one-half (1 ½) times their hourly wage equivalent per Schedule A of this AGREEMENT for all hours worked on the holiday. Patrol officers and sergeants who work on Christmas Day and Thanksgiving Day shall be paid at twice their hourly wage equivalent per Schedule A of this AGREEMENT for all hours worked on the holiday.

A secretary-dispatcher who works a named holiday with the approval of the Chief of Police will not receive the premium pay in this section for hours worked. A secretary-dispatcher who works on a named holiday with the approval of the Chief of Police will earn one hour of vacation time for each hour worked.

ARTICLE 12: VACATION

Section 12.1 All full time EMPLOYEES hired before January 1, 2010 shall be eligible for an annual paid vacation, at their hourly wage equivalent per Schedule A of this AGREEMENT, pursuant to the following schedule:

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours
Upon completion of 96 months	112 hours
Upon completion of 108 months	120 hours

Upon completion of 120 months	128 hours
Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours
Upon completion of 180 months	168 hours
Upon completion of 192 months	176 hours
Upon completion of 204 months	184 hours
Upon completion of 216 months	192 hours
Upon completion of 228 months	200 hours
Upon completion of 240 months	208 hours

All full time employees hired after January 1, 2010 will be eligible for an annual paid vacation, at the regular rate of compensation, pursuant to the following schedule:

Upon Completion of the following number of years employed with the City:

Upon completion of 12 months	40 hours
Upon completion of 24 months	80 hours
Upon completion of 48 months	88 hours
Upon completion of 72 months	96 hours
Upon completion of 84 months	104 hours
Upon completion of 96 months	112 hours
Upon completion of 108 months	120 hours
Upon completion of 120 months	128 hours
Upon completion of 132 months	136 hours
Upon completion of 144 months	144 hours
Upon completion of 156 months	152 hours
Upon completion of 168 months	160 hours

Vacation accumulations will be charged for actual hours used.

Section 12.2 Any EMPLOYEE whose employment with the EMPLOYER exceeds twelve (12) months of service with the EMPLOYER and whose employment ends shall be paid for all unused accrued vacation time. The person designated to receive the payment as a result of death of an EMPLOYEE will be the person named by the EMPLOYEE as the beneficiary of such proceeds. Such beneficiary will be named in a written statement by the EMPLOYEE to the EMPLOYER designating the beneficiary of the proceeds of this paragraph. If no such written authorization is received by the EMPLOYER, the proceeds shall be paid to the EMPLOYEE'S personal representative. In computing pay or entitlement, the length of service shall be based upon the anniversary date the EMPLOYEE commenced employment.

ARTICLE 13: SICK LEAVE

- Section 13.1 Sick leave for full-time EMPLOYEES shall be accumulated at the rate of eight (8) hours per calendar month of service. Compensation under this Article will be at the EMPLOYEE'S hourly wage equivalent per Schedule A of this AGREEMENT.
- Section 13.2 Working days only shall be counted when computing sick leave.
- Section 13.3 Sick leave shall be granted for bona-fide personal injury or illness, medical examination, medical treatment or legal quarantine. A written report by a doctor may be requested by the EMPLOYER if the EMPLOYER articulates the reason(s) for the request in writing to the EMPLOYEE. The request shall not be placed in the EMPLOYEE's personnel file.
- Section 13.4 When an EMPLOYEE is eligible for workers' compensation payments and they are unable to work during WORKING HOURS due to the personal injury qualifying them for such payment, the EMPLOYER will pay the daily wages to the EMPLOYEE for such WORKING HOURS and the same shall be charged to the EMPLOYEE'S sick leave until their sick leave is exhausted or workers' compensation takes over. Thereafter, the EMPLOYEE may supplement the workers' compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S weekly wage as defined in the workers' compensation law, unless an Attorney General's Opinion or a court of competent jurisdiction determines that such action by the EMPLOYER is contrary to law. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.
- Section 13.5 EMPLOYEES using accumulated sick leave will be charged against their sick leave account for the actual number of hours taken from their scheduled work time.
- Section 13.6 Sick leave may also be used in the case of serious illness in the immediate family requiring the EMPLOYEE'S attendance, and will be for the actual time required. This time shall be charged against the EMPLOYEE'S sick leave account.
- Section 13.7 EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.
- Section 13.8 Upon resignation, retirement, death or disability of an EMPLOYEE hired before January 1, 2010, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed one thousand two hundred eighty (1,280) hours, and the pay therefore shall be at the EMPLOYEE'S hourly wage then being received. Upon resignation, retirement, death or disability of an EMPLOYEE hired on or after January 1, 2010, the EMPLOYEE shall be paid 50% of the EMPLOYEE'S unused sick leave then accumulated, and the pay

therefore shall be at the EMPLOYEE'S hourly wage then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.

Section 13.9 At the EMPLOYEE'S option, an EMPLOYEE hired before January 1, 2004 may sell back to the Employer unused sick leave in excess of six hundred forty (640) hours up to a maximum of forty-eight (48) hours in any one year and receive for said sick leave hours compensation at the EMPLOYEE'S hourly wage then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of six hundred forty (640) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES hired after January 1, 2004, but before January 1, 2010 may sell back to the Employer unused sick leave in excess of nine hundred sixty (960) hours up to a maximum of forty-eight (48) hours in any one year. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of nine hundred sixty (960) hours may be sold back under this provision up to forty-eight (48) hours in any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES must indicate their intention to sell back sick leave hours under this section prior to December 1 of that year.

ARTICLE 14: WORK WEEK

Section 14.1 The normal work day for full time patrol personnel shall be 8 to 12 hours. The normal work year for full-time EMPLOYEES shall be two thousand and eighty (2080) hours to be accounted for by each EMPLOYEE through:

- a. hours worked on assigned shifts;
- b. holidays;
- c. assigned training; and
- d. authorized leave time.

Section 14.2 Nothing listed in this or any other ARTICLE shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.

Section 14.3 New schedules will be posted 30 days in advance, except for an emergency.

ARTICLE 15. OTHER PAY

Section 15.1 Extension of Shift.

Time worked in excess of an EMPLOYEE'S WORKING HOURS shall be compensated at the rate of one and one half (1 ½) times the employee's hourly wage equivalent per Schedule A. Upon mutual agreement of the Chief of Police and the affected employees, the EMPLOYEE(s) will receive compensatory time at the rate of one and one-half (1 ½) hours in lieu of the compensation in the preceding sentence. An EMPLOYEE may not earn within any calendar year nor accumulate at any time more than eighty-eight (88) hours of compensatory time. All accumulated compensatory time in excess of forty-eight (48) hours will be cashed out in the payroll for the payroll period that includes December 1.

Section 15.2 Call Back.

If a Patrol Officer or Sergeant works on behalf of the DEPARTMENT in response to a call back after being relieved from duty and outside of their scheduled shift for any matter, including, but not limited to, court appearances or police affiliated matters, such work will be considered overtime hours and will be compensated as such for at a rate of one and one-half (1-1/2) times their hourly wage equivalent per Schedule A with a minimum of four (4) hours of pay at this rate. Shift extensions of 60 minutes (one hour) or less prior to or subsequent to a scheduled shift shall not be considered a call back subject to the four (4)-hour minimum.

Section 15.3 Court Cancellation Pay.

If a Patrol Officer or Sergeant is required to appear in court for police affiliated matters, the appearance is canceled, and the first attempt to notify the Police Officer or Sergeant of such cancellation is made after 5:00 p.m. on the calendar day prior to the court date, the Patrol Officer or Sergeant will be compensated at a rate of one and one-half (1-1/2) times their hourly wage equivalent per Schedule A for three (3) hours of pay at this rate.

Section 15.4 No Pyramiding.

For the purpose of computing compensation in this Article or Section 11.2, hours worked eligible for compensation in this Article, Section 11.2 or at a rate greater than the employee's hourly wage equivalent per Schedule A as required by law shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 16: UNIFORM EXPENSES AND ALLOWANCE

Section 16.1 Expenses.

EMPLOYER will pay all reasonable and necessary expense in connection with the clothing uniforms for members of the DEPARTMENT, including Secretary-Dispatchers. This section does not apply to clothing suitable for everyday wear.

Section 16.2 Allowance.

One hundred dollars (\$100.00) annually will be available to each EMPLOYEE for Duty Gear. Employees will receive Duty Gear Allowance once yearly to be paid out with their CTO Payout.

ARTICLE 17: TRAINING AND TRAINING PAY

- Section 17.1 The EMPLOYER will make available such training as is required for EMPLOYEES to maintain licenses or certifications, or as is required by the EMPLOYER or the State of Minnesota. Costs incurred in attending this training will be paid by the EMPLOYER.
- Section 17.2 The time an EMPLOYEE spends attending training specified in Section 17.1 of this AGREEMENT shall be considered WORKING HOURS for the purpose of computing wages and other benefits provided by this AGREEMENT.
- Section 17.3 The EMPLOYER will reimburse officers for their POST license fee upon presentation of a receipt or other evidence that their license fee has been paid.

ARTICLE 18: WAIVER

- Section 18.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- Section 18.2 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 terms and conditions 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 UNION 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 and 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 parties at the time this contract was negotiated or executed.

ARTICLE 19: DURATION

This AGREEMENT will be in effect as of January 1, 2014, and will remain in full force until December 31, 2015, and will continue from year to year thereafter unless either party will notify the other in writing sixty (60) DAYS prior to the anniversary date that it desires to modify or terminate this AGREEMENT, so as to comply with the provisions of

the Public Employment Labor Relations Act of 1971 as amended.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 200_____

City of East Grand Forks

**Law Enforcement Labor Services, Inc.,
Local No. 152**

By: _____
Mayor

By: _____
Business Agent

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Union Steward

Dated: _____

Dated: _____

SCHEDULE A

EMPLOYEES shall be compensated according to the following schedule. Commencing January 1, 2014 and again on January 1, 2015, any EMPLOYEE not at or above the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase on the EMPLOYEE'S anniversary date if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period. Any employee at the maximum pay step and not eligible for a step increase will receive a 2% increase beginning January 1 for calendar year 2014 and a 2% increase on beginning January 1 for calendar year 2015 as part of the adjusted wage scale. The annual rating is subject to the grievance procedure. The anniversary date for all employees hired before January 1, 2010 shall be July 1 if they have been employed and/or on an approved paid leave consecutively in the same position they had on December 31, 2009 or demoted. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

An EMPLOYEE receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification. Upon being promoted, the employee's anniversary date for the purposes of steps shall be based on the date the employee began employment in the promoted position. The length of service of Bargaining Unit employees for the purposes of accruing sick leave and vacation shall be based on the date the employee began employment with the City. Employees who are promoted to Sergeant and begin employment as Sergeant immediately after acting in the capacity of Investigator for at least one consecutive calendar year shall be placed on the Grade and Step that is one Step above the Grade and Step upon which their final wage during their Investigator assignment was based.

2014 Pay Schedule

Grade	1	2	3	4	5	6	7	8
9	32,554.93	33,411.64	34,268.34	35,981.76	35,624.57	37,695.17	41,122.01	42,835.42
14	44,603.06	45,776.84	46,950.60	49,298.13	51,645.65	53,993.18	56,340.72	58,688.25
17	53,878.25	55,296.11	56,713.95	59,549.65	62,385.35	65,221.05	68,056.75	70,892.45
18	57,380.34	58,890.35	60,400.36	63,420.38	66,440.40	69,460.42	72,480.43	75,500.45

2015 Pay Schedule

Grade	1	2	3	4	5	6	7	8
9	33,206.02	34,079.87	34,953.70	36,701.39	36,337.06	38,449.07	41,944.45	43,692.13
14	45,495.13	46,692.37	47,889.61	50,284.09	52,678.56	55,073.05	57,467.53	59,862.01
17	54,955.82	56,402.03	57,848.23	60,740.64	63,633.05	66,525.47	69,417.88	72,310.30
18	58,527.95	60,068.16	61,608.37	64,688.78	67,769.21	70,849.63	73,930.04	77,010.46

Job Classification
 Secretary-Dispatcher
 Patrol Officer
 Patrol Sergeant
 Detective Sergeant
 Police Lieutenant

Pay Grade
 9
 14
 17
 17
 18

Investigator

Any EMPLOYEE who is a Patrol Officer and acts in the capacity of an Investigator or Plain-clothes Officer will receive a Sergeant's grade pay (Grade 17) at the step that is at least 4.0 percent above the Patrol Officer's current pay while acting in such capacity, subject to the length of service provision. Any time such EMPLOYEE no longer acts in such capacity, such EMPLOYEE reverts to his/her Patrol Status.

Night Differential

Night time differential for work of EMPLOYEES will be \$7.00 per shift.

Field Training Officer Differential

Officers providing Field Training will receive a \$2.00 (two) dollar per hour differential for the hours spent providing field training to new officers.

Work out of Class Compensation

Any patrol officer who is the senior patrol officer on duty, and who acts in the capacity of a sergeant when the regularly-assigned shift sergeant is absent, shall receive Sergeant's grade pay (Grade 17) at the step that is at least 4.0 percent above the Patrol Officer's current pay while the sergeant is absent. If at any time the patrol officer is no longer acting in place of the Sergeant, his or her status and pay shall revert to that of a Patrol Officer.

Request for Council Action

Date: 12/06/13

To: East Grand Forks City Council Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: David Murphy

RE: International Association of Fire Fighters Labor Agreement

Included is the tentative agreement between the City and the Fire Fighters bargaining group. This agreement would be for 2013 and last until December 31, 2015.

Recommendation:

Approve the labor contract between the City and the International Association of Fire Fighters.

LABOR AGREEMENT

between

CITY OF EAST GRAND FORKS, MINNESOTA

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 3423**

JANUARY 1, 2013 through DECEMBER 31, 2015

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ARTICLE 1: PURPOSE OF AGREEMENT

This agreement is made and entered into between the City of East Grand Forks, hereinafter referred to as EMPLOYER, and the International Association of Fire Fighters, Local No. 3423, hereinafter referred to as UNION. The intent and purpose of this agreement is to:

Section 1.1 To establish and memorialize the parties' agreement concerning wages and other terms and conditions of employment for the duration of such agreement; and

Section 1.2 To establish procedures for the resolution of disputes concerning this agreement's interpretation and/or application.

ARTICLE 2: DEFINITIONS

Section 2.1 ANSWER. A concise response outlining the EMPLOYER'S position on a grievance.

Section 2.2 APPOINTING AUTHORITY. The official empowered by statute, ordinance, or charter to make an appointment to a vacancy in the EMPLOYER'S work force.

Section 2.3 DAYS. Calendar Days excluding Saturdays, Sundays and legal holidays as defined by Minnesota Statutes, Section 645.44 (2006).

Section 2.4 DEPARTMENT. The Fire DEPARTMENT of the EMPLOYER.

Section 2.5 EMERGENCY: An unforeseen combination of circumstances or conditions that are reasonably expected to endanger life or property as determined by the EMPLOYER and require immediate action by the EMPLOYER.

Section 2.6 EMPLOYER. The City of East Grand Forks, Minnesota, a municipal corporation organized under laws of the State of Minnesota.

Section 2.7 EMPLOYEE. A member of this bargaining unit.

Section 2.8 IMMEDIATE FAMILY. The EMPLOYEE'S spouse, children, grandchildren, step children, parents, grandparents, step parents, brothers, and sisters of the EMPLOYEE and of the EMPLOYEE'S spouse, and any other member of the employee's household living with the employee.

Section 2.9 REDUCED TO WRITING. A statement outlining the nature of a grievance, the provision(s) of the agreement in dispute and the remedy requested.

Section 2.10 SERVE(ICE). Personal Service or service by First Class United States Mail. Service by mail shall be effective upon mailing.

Section 2.11 UNION. The International Association of Fire Fighters, Local No. 3423.

Section 2.12 WORKING DAY(S): A day in which an EMPLOYEE is regularly scheduled for work.

ARTICLE 3: RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, Subdivision 8 for all essential EMPLOYEES of the East Grand Forks Fire DEPARTMENT, East Grand Forks, Minnesota, who are public EMPLOYEES within the meaning of Minn. Stat. 179A, Subd. 14, excluding supervisory, confidential, and all other EMPLOYEES. The job classifications covered by the terms and conditions of this AGREEMENT are included in Schedule A of this AGREEMENT. All EMPLOYEES in job classifications not listed in Schedule A are excluded from this AGREEMENT, unless otherwise agreed to in writing by the EMPLOYER and UNION, or unless otherwise ordered by the Minnesota Bureau of Mediation Services pursuant to a unit determination or clarification order made in accordance with Minnesota Statutes, Chapter 179A. The UNION shall have the right to negotiate any new job classification and wage scale in the DEPARTMENT that is established by the EMPLOYER

ARTICLE 4: EMPLOYER AUTHORITY

Section 4.1 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 establish work schedules; to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; establish work schedules; to take any and all actions necessary to carry out the operations of the EMPLOYER in situations involving a disaster or EMERGENCY consistent with the terms and conditions listed in this AGREEMENT to the extent practicable; to establish shifts and hours; to make and enforce reasonable rules and regulations; to hire, promote, assign, and transfer employees; to demote, suspend, discipline and discharge employees, to lay off employees ; to assign duties, tasks, jobs, hours, shifts, and overtime to employees; and to perform any inherent managerial function not specifically limited by this agreement.

Section 4.2 Any term and condition of employment not specifically established or modified by this agreement shall remain solely within the discretion of the employer to

modify, establish, or eliminate.

ARTICLE 5: UNION RIGHTS

Section 5.1 Payroll Deduction

The EMPLOYER shall deduct from the wages of EMPLOYEES an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.

Section 5.2 Steward and Representative

The UNION may designate two EMPLOYEES from the bargaining unit to act as steward and representatives and shall inform the EMPLOYER in writing of such choices and any changes in such choices. The EMPLOYER may designate two persons to represent it and shall inform the UNION in writing of such choices and any change in such choices.

Section 5.3 Facilities

The EMPLOYER shall make available to the UNION mutually agreed upon facilities at reasonable times for the purposes of conducting UNION business.

Section 5.4 Bulletin Board

The EMPLOYER shall make space available on an EMPLOYEE bulletin board for posting UNION notices and announcements. Such notices and announcements shall not be political or detrimental to the EMPLOYER.

Section 5.5 Working Hours

Negotiation and grievance meetings between the EMPLOYER and the UNION shall be held during normal working hours whenever possible.

Section 5.6 Union Representation

All EMPLOYEES covered by this contract are entitled to UNION representation by an official UNION REPRESENTATIVE of their choice whenever an employee thinks it is necessary.

Section 5.7 Indemnity

The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of action taken by the EMPLOYER under all provisions of Section 5.1

ARTICLE 6: GRIEVANCE PROCEDURE

Section 6.1 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.

Section 6.2 Processing of a Grievance

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided may be limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

Section 6.3 Procedure

Step 1. An EMPLOYEE with a grievance shall within twenty (20) calendar days after the occurrence of the event that gave rise to the grievance or within twenty (20) calendar days after the EMPLOYEE through the use of reasonable diligence should have had knowledge of the occurrence of the event that gave rise to the grievance, request in writing an informal meeting with the designated employer designated representative in an attempt to resolve the grievance. If the grievance is not resolved within five (5) calendar days after the informal meeting date, or an informal meeting is not held within five (5) calendar days of the written request, the EMPLOYEE may escalate the grievance procedure to the next step.

Step 2. Any grievance not resolved in Step 1 may be reduced to writing by the UNION representative and served upon the City Administrator within fifteen (15) calendar days after the informal meeting date. The City Administrator will give the UNION the opportunity for a meeting on the grievance within ten (10) calendar days after receipt of the grievance. The City Administrator will ANSWER the UNION's Step 2 grievance within fifteen (15) calendar days after the meeting. If the UNION does not choose to have a meeting, the City Administrator will provide the UNION an ANSWER to the grievance within twenty (20) calendar days after receipt of the grievance.

Step 3. Either party may appeal the decision of the City Administrator by serving a written notice on the other party of its intention to proceed with arbitration. Such notice must be served within ten (10) calendar days of the moving party's receipt of the Administrator's ANSWER. If a grievance is validly appealed to this step

and the parties mutually agree in writing, the grievance may be submitted to Minnesota Bureau of Mediation Services for mediation prior to arbitration.

The UNION and the EMPLOYER will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the UNION and the EMPLOYEE are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota a list of seven (7) qualified arbitrators. The parties will alternately strike names from the list of seven (7) arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on whom will strike the first name, the question will be decided by a flip of a coin.

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

Section 6.4 Arbitrator's Authority

Subsection 6.4.1 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 UNION and EMPLOYER, and shall have no authority to make decisions on any other issue not so submitted.

Subsection 6.4.2 The decision of the arbitrator shall be final and binding on all parties and shall be based solely on the arbitrator's interpretation or application of the express terms of the agreement and to the facts of the grievance presented.

Section 6.5 Waiver

The parties, by mutual written agreement, may waive any step and extend any time limits in the grievance procedure. However, the UNION'S failure to adhere to the time limits may result in a forfeit of the grievance. The EMPLOYER'S failure to adhere to the time limits may require mandatory alleviation of the grievance as outlined in the last statement by the UNION.

Section 6.6 Choice of Remedy

If a grievance remains unresolved after Step 2 of Section 6.3 and the grievance involved the suspension, demotion, or discharge of an EMPLOYEE who has completed the required probationary period, the grievance may be appealed either to Step 3 of Section 6.3 of this

Agreement or a procedure such as a Veteran's Preference Act hearing. If appealed to any procedure other than Step 3 of Section 6.3, the grievance is not subject to the arbitration procedure as provided in that step.

ARTICLE 7: SAVINGS CLAUSE

This agreement is subject to the laws, ordinances, regulations and rules of the City of East Grand Forks, the State of Minnesota, and the United States of America. In the event any provision of this Agreement shall be held 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.

ARTICLE 8: LEAVES

Section 8.1 Funeral Leave

An EMPLOYEE will be granted a maximum of three (3) WORKING DAYS funeral leave with pay in the event of a death in the EMPLOYEE'S IMMEDIATE FAMILY member. Additional days for funeral leave may be granted at the discretion of the APPOINTING AUTHORITY for extenuating and unusual circumstances, which additional time shall be charged against the EMPLOYEE'S sick leave or vacation time, whichever the EMPLOYEE chooses.

Section 8.2 Jury Duty

All EMPLOYEES will receive an automatic leave when called for jury duty or subpoenaed to appear as a witness. EMPLOYEES will be paid will be paid by the EMPLOYER the difference of their normal rate of compensation and the amount received as juror (less any amount received for mileage or expense allowance).

Section 8.3 Other Leave

An EMPLOYEE may request a leave of absence without pay for a period of not more than one year. All requests in excess of four WORKING DAYS shall be in writing and directed to the APPOINTING AUTHORITY. When the request is for five (5) WORKING DAYS or less, the request shall be answered by the APPOINTING AUTHORITY within two (2) WORKING DAYS. When the request is for more than five (5) WORKING DAYS, the request shall be answered within fifteen (15) WORKING DAYS. Requests for leaves of absence of more than fifteen (15) WORKING DAYS shall only be granted with the approval of the City Administrator and shall cause the EMPLOYEE'S anniversary date for seniority privileges to be advanced by the number of days in excess of fifteen (15) WORKING DAYS.

Section 8.4 Union Business

Members of the UNION selected to participate in UNION functions shall be granted a leave of

absence without pay for a reasonable time upon request of the UNION. Such leave shall not exceed five (5) WORKING DAYS and no more than two (2) UNION EMPLOYEES shall be granted this leave during the CALENDAR year. Such leave shall not result in overtime costs to the EMPLOYER.

ARTICLE 9: INSURANCE

Section 9.1 Health Insurance

Subsection 9.1.1 Nondependent (Single) Coverage. Effective January 1, 2013, the EMPLOYER shall contribute up to \$472.57 toward the premium cost per month for a nondependent (single) plan health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization plan. For employees enrolled in a single HSA-eligible health insurance plan, the Employer shall contribute \$327.16 in twenty-four (24) equal bi-monthly installments into the single H.S.A. account, ending December 31, 2013.

Effective January 1, 2014, the EMPLOYER shall contribute up to \$472.57 toward the premium cost per month for a nondependent (single) plan health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization plans (100%, \$500 deductible, or \$1,000 deductible). For EMPLOYEES enrolled in single coverage in the \$2,500 High Deductible H.S.A.-eligible health insurance plan, the EMPLOYER shall contribute \$481.39 toward premium cost and \$226.83 in twenty-four (24) equal bi-monthly installments into the single H.S.A. account, ending December 31, 2015. If EMPLOYEES elect to contribute through payroll deduction \$113.42 in twenty-four (24) equal bi-monthly installments into an H.S.A., the EMPLOYER will also contribute an additional \$113.42 in twenty four (24) bi-monthly installments into the EMPLOYEE H.S.A. account ending December 31, 2015.

Subsection 9.1.2 Dependent (Family) Coverage. Effective January 1, 2013, the EMPLOYER shall contribute up to \$1,081.85 toward the premium cost per month for a dependent (family) health insurance policy for each full-time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health and hospitalization plans. For employees enrolled in a family HSA-eligible health insurance plan, the Employer shall contribute \$748.97 in twenty-four (24) equal bi-monthly installments into the single HSA account,

ending December 31, 2013.

Effective January 1, 2014, the EMPLOYER shall contribute up to \$1,081.85 of the premium cost per month of the family plan health insurance policy for a dependent (family) health insurance policy for each full time EMPLOYEE who requests such coverage and who qualifies for and is enrolled in the EMPLOYER'S group health, hospitalization and loss of time plan. For employees enrolled in a family \$5,000 High Deductible H.S.A.-eligible health insurance plan, the EMPLOYER shall contribute \$519.29 in twenty-four (24) equal bi-monthly installments into the family H.S.A account, ending December 31, 2015. If EMPLOYEES elect to contribute through payroll deduction \$259.64 in twenty-four (24) equal bi-monthly installments into an H.S.A., the EMPLOYER will also contribute an additional \$259.64 in twenty four (24) bi-monthly installments into the EMPLOYEE H.S.A. account ending December 31, 2015.

Section 9.2 Life Insurance

The EMPLOYER will purchase at its expense a term life insurance policy in the amount of \$20,000 for the EMPLOYEE.

Section 9.3 Disability Insurance

The EMPLOYER shall contribute \$17.75 per month toward disability insurance equal to an annual dollar amount of \$213.00 toward the premium of that insurance. This policy will in no way affect or be affected by the Employee's sick leave or Worker's Compensation benefits.

Section 9.4 Physical

Health Insurance currently provides for an annual paid Physical for participants. Any future references and /or conditions of physicals in the Firefighters contract will be negotiated.

ARTICLE 10: HOLIDAYS

Section 10.1 EMPLOYEES are to receive vacation time in lieu of ten (10) holidays per year and an additional three (3) floating holidays. The thirteen (13) holidays are:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	Three (3) Floating Holidays
Fourth of July	

Section 10.2 Martin Luther King Day, which shall be treated as a floating holiday, and the three (3) floating holidays, may be taken at the EMPLOYEE'S discretion, but only if it is approved by the Fire Chief. Such request to use a floating holiday must be made to the Fire Chief at least one (1) day prior to the requested day of the leave.

Section 10.3 EMPLOYEES who work a full WORKING DAY on a named holiday in Section 10.1, i.e., excluding any floating holidays, shall be paid four hours of pay at the rate of one and one-half (1-1/2) times the their normal rate of compensation in addition to their normal rate of compensation for working such day. Christmas Day shall be paid at twice their hourly wage listed in Schedule A of this AGREEMENT for all hours worked on the holiday.

ARTICLE 11: VACATION

Section 11.1 All full time EMPLOYEES hired before January 1, 2014 shall be eligible for an annual paid vacation, at their normal rate of compensation pursuant to the following schedule:

Upon completion of 12 months	5 WORKING DAYS
Upon completion of 24 months	10 WORKING DAYS
Upon completion of 48 months	11 WORKING DAYS
Upon completion of 72 months	12 WORKING DAYS
Upon completion of 96 months	13 WORKING DAYS
Upon completion of 108 months	14 WORKING DAYS
Upon completion of 120 months	15 WORKING DAYS
Upon completion of 132 months	16 WORKING DAYS
Upon completion of 144 months	17 WORKING DAYS
Upon completion of 156 months	18 WORKING DAYS
Upon completion of 168 months	19 WORKING DAYS
Upon completion of 180 months	20 WORKING DAYS

All full time EMPLOYEES hired after January 1, 2014 shall be eligible for an annual paid vacation, at their normal rate of compensation pursuant to the following schedule:

Upon completion of 12 months	3 WORKING DAYS
Upon completion of 24 months	4 WORKING DAYS
Upon completion of 48 months	5 WORKING DAYS
Upon completion of 72 months	6 WORKING DAYS
Upon completion of 84 months	7 WORKING DAYS
Upon completion of 96 months	8 WORKING DAYS
Upon completion of 108 months	9 WORKING DAYS
Upon completion of 120 months	10 WORKING DAYS

Upon completion of 132 months	11 WORKING DAYS
Upon completion of 144 months	12 WORKING DAYS
Upon completion of 156 months	13 WORKING DAYS
Upon completion of 168 months	14 WORKING DAYS
Upon completion of 180 months	15 WORKING DAYS

Section 11.2. Any EMPLOYEE with more than (1) year of service who leaves the employment of the EMPLOYER by reason of death, disability, retirement, dismissal, or resignation will be paid for his/her unused accrued vacation time. The person designated to receive the payment as a result of death of an EMPLOYEE will be the person named by the EMPLOYEE as the beneficiary of such proceeds. Such beneficiary will be named in a written statement by the EMPLOYEE to the EMPLOYER designation the beneficiary of the proceeds of this paragraph. If no such written authorization is received by the EMPLOYER, the proceeds shall be paid to the EMPLOYEE'S personal representative. In computing pay or entitlement, the length of service shall be based upon the anniversary date the EMPLOYEE commenced employment.

ARTICLE 12: SICK LEAVE

Section 12.1 Sick leave shall be accumulated at the rate of one (1) day per calendar month of service. Compensation under this Article will be at the EMPLOYEE'S normal rate of compensation.

Section 12.2 WORKING DAYS only shall be counted when computing sick leave.

Section 12.3 Sick leaves shall be granted for bona fide personal injury or illness, medical examination, medical treatment or legal quarantine. A written report by a doctor may be requested by the EMPLOYER if the EMPLOYER articulates the reason(s) for the request in writing to the EMPLOYEE. The request shall not be placed in the EMPLOYEE's personnel file.

Section 12.4 When an EMPLOYEE is eligible for worker's compensation payments and they are unable to work during working hours due to the personal injury qualifying them for such payment, the EMPLOYER will pay the daily wages to the EMPLOYEE for such working hours and the same shall be charged to the EMPLOYEE'S sick leave until their sick leave is exhausted or workers' compensation takes over. Thereafter, the EMPLOYEE may supplement the workers' compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S weekly wage as defined in the workers' compensation law, unless an Attorney General's Opinion or a court of competent jurisdiction determines that such action by the EMPLOYER is contrary to law. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation

- payments only.
- Section 12.5 Sick leave may also be used in the case of serious illness in the immediate family requiring the EMPLOYEE'S attendance, and will be for the actual time required.
- Section 12.6 EMPLOYEES using earned sick leave shall be considered in a working status for purposes of accumulating additional vacation leave, seniority, or sick leave.
- Section 12.7 Upon resignation, retirement, death dismissal, or disability of an EMPLOYEE hired before January 1, 2010, the EMPLOYEE shall be paid 100% of the EMPLOYEE'S unused sick leave then accumulated, not to exceed one hundred sixty (160) days, and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate. Upon resignation, retirement, death dismissal, or disability of an EMPLOYEE hired after January 1, 2010, the EMPLOYEE shall be paid 50% of the EMPLOYEE'S unused sick leave then accumulated, and the pay therefore shall be at the EMPLOYEE'S normal rate of compensation then being received. Upon the death of an EMPLOYEE, the person designated to receive the payments as a result of such death shall be the person named by the EMPLOYEE as beneficiary of such proceeds. If no such written authorization is received from the EMPLOYEE, the proceeds shall be paid to the personal representative of the EMPLOYEE'S estate.
- Section 12.8 At the EMPLOYEE'S option, an EMPLOYEE hired before January 1, 2010 may sell back to the EMPLOYER unused sick leave in excess of one hundred twenty (120) days up to a maximum of six (6) days in any one year and receive for said sick days compensation at the normal rate of compensation then being received. In computing this option, each year's accumulation is added to the previous accumulation and of that total any portion in excess of one hundred twenty (120) days may be sold back under this provision up to six (6) days in any one year. The balance of any unused sick leave not sold back will go to the EMPLOYEE'S sick leave accumulated during that year. EMPLOYEES must indicate their intention to sell back the sick days under this section prior to December 1 of that year.

ARTICLE 13: SHIFT SCHEDULE

- Section 13.1 The EMPLOYER shall establish work schedules. Full-time EMPLOYEES will be assigned shifts by the employer between eight (8) and twenty-four (24) hours in duration. EMPLOYEES shall accrue hours to fulfill the work requirements in the following manner:

- Actual hours spent on duty
- Actual hours spent on assigned training
- Holiday leave
- Vacation leave
- Sick leave
- Funeral leave
- Injury on duty leave
- Special assignment (e.g. jury duty)

Section 13.2 Shift Exchange - Upon approval of the Shift Commander and Fire chief, EMPLOYEES may exchange shifts with other members if the exchange does not interfere with the operations of the Fire DEPARTMENT.

ARTICLE 14: OVERTIME

Section 14.1 Extension of Shift

If an EMPLOYEE works on behalf of the EMPLOYER in response to a request by the EMPLOYER to work beyond the EMPLOYEE'S scheduled shift, such work will be considered overtime hours and will be compensated for each hour worked at the rate of one and one-half (1-1/2) times the their normal rate of compensation for each hour worked.

Section 14.2 Call Back

If an EMPLOYEE works on behalf of the EMPLOYER in response to a call back after being relieved from duty and such work is outside of their scheduled shift, such work will be considered overtime hours and will compensated for at the rate of one and one half (1-1/2) their normal rate of compensation listed in Schedule A with a minimum of three (3) hours of pay at this rate.

Section 14.3 Training

Overtime shall be paid for all mandatory and recurring training on off-duty hours.

Subsection 14.3.1 Mandatory training includes training required by the EMPLOYER or jurisdiction of competent authority to be a fire fighter in the City of East Grand Forks.

Subsection 14.3.2 Recurring training includes the monthly drills of the East Grand Forks Fire DEPARTMENT.

Subsection 14.3.3 Elective training is other training taken for personal gain.

Section 14.4 No Pyramiding

For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 15: CLOTHING ALLOWANCE

Section 15.1 The EMPLOYER will provide EMPLOYEES with their initial set of uniforms as follows:

- 4 shirts
- 4 pants
- 1 winter jacket
- 1 summer jacket
- 2 badges (shirt & jacket)
- 1 belt
- 1 pair station uniform boots (with a cap of \$100.00).

EMPLOYEES may carryover any unused boot reimbursement from a calendar year into subsequent calendar years, but an EMPLOYEE may not accumulate more than twice the cap for the calendar year.

Section 15.2 All uniforms required of the EMPLOYEES in the performance of their duties shall be furnished without cost to the EMPLOYEES by the employer and maintained in good, safe condition.

ARTICLE 16: INJURY ON DUTY

When an EMPLOYEE is eligible for worker's compensation payments, the EMPLOYER will pay the complete salary to the EMPLOYEE and the same shall be charged to the EMPLOYEE'S sick leave until worker's compensation takes over. Thereafter, the EMPLOYEE may supplement the compensation payments with a portion of the EMPLOYEE'S sick leave so that the combination of the two will equal the EMPLOYEE'S normal rate of compensation, provided only that the same is not ruled illegal either by an Attorney General's opinion or court decision. In the event an EMPLOYEE'S sick leave is completely exhausted, the EMPLOYEE will then receive worker's compensation payments only.

ARTICLE 17: WORKING OUT OF CLASSIFICATION

An Engineer or Firefighter, who is the senior member on duty, and who acts in the capacity of an Assistant Chief when the regularly-assigned Assistant Chief is absent, shall receive a lump sum payment not to exceed \$50.00 for a 24-hour period. The payment shall be prorated based upon actual hours worked in the capacity of Assistant Chief.

ARTICLE 18: DISCIPLINE

Section 18.1 All disciplinary actions shall be in written form. An EMPLOYEE has the right to request UNION representation when discipline is being administered. EMPLOYEES and the UNION shall receive a copy of all such disciplinary actions. At the request of the EMPLOYEE, oral reprimands shall be removed from the personnel file after one year and written reprimands shall be removed from the file after two years provided the EMPLOYEE has not been involved in progressive disciplinary action.

Section 18.2 Probationary Employees

During their probationary period, EMPLOYEES may be discharged at any time without cause. Such discharge cannot be grieved through Article 6 of this AGREEMENT.

ARTICLE 19. WAIVER

Section 19.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.

Section 19.2 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 terms and conditions of employment not removed by law from bargaining. All agreements and understandings are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT. The EMPLOYER and the UNION 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 and condition of employment not specifically referred to or covered by the AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 20: DURATION

This agreement is effective January 1, 2013, and will remain in full force until December 31, 2015. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing in conformance with the Public Employment Labor Relations Act that it desires to modify this agreement. In the event such written notice is given, and a new contract is not signed before the expiration date of the old contract, said contract is to continue in force and effect until a new contract is signed.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed this _____ day of _____, 2013.

City of East Grand Forks

**International Association of
Firefighters, Local No. 3423**

By: _____
Mayor

By: _____
President

Dated: _____

Dated: _____

By: _____
City Administrator/Clerk-Treasurer

By: _____
Secretary

Dated: _____

Dated: _____

SCHEDULE A

Each EMPLOYEE will be paid pursuant to the EMPLOYER'S Compensation Plan below. For the time period of January 1, 2014 through December 31, 2015, Each EMPLOYEE not at the maximum step in the EMPLOYEE'S pay grade will receive a one-step increase on their anniversary date if the EMPLOYEE received an annual review of at least "Meets Expectations" in the prior annual rating period. EMPLOYEES whose base pay is above the adopted pay range for their job classification shall receive an increase in their base pay of two percent (2%), effective January 1, 2014 and two percent (2%), effective January 1, 2015. The anniversary date for all employees hired before January 1, 2010 shall be July 1 if they have been employed consecutively in the same position they had on December 31, 2009. The rates contained in the Compensation Plan herein refer to annual salaries upon which salaries are based.

An EMPLOYEE receiving a promotion shall be placed on the appropriate Grade and Step on the Compensation Plan that is at least 4% above current compensation not to exceed senior members of promoted classification. Upon being promoted, the EMPLOYEE'S anniversary date for the purposes of steps shall be based on the date the EMPLOYEE began employment in the promoted position. The length of service of EMPLOYEES for the purposes of accruing sick leave and vacation shall be based on the date the EMPLOYEE began employment with the EMPLOYER.

IAFF Local No. 3423 Compensation Plan

January 1, 2014 through December 31, 2014

		Steps							
		1	2	3	4	5	6	7	8
		Months							
Points	Grade	Start	6	12	24	36	48	60	72
231 - 259	12	39,324.71	40,359.13	41,394.43	43,464.15	45,533.87	47,603.59	49,673.31	51,743.04
291 - 323	14	44,603.06	45,776.84	46,950.60	49,298.13	51,645.65	53,993.18	56,340.72	58,688.25
359 - 395	16	50,589.91	51,921.23	53,252.54	55,915.17	58,577.79	61,240.42	63,903.04	66,565.68

January 1, 2015 through December 31, 2015

		Steps							
		1	2	3	4	5	6	7	8
		Months							
Points	Grade	Start	6	12	24	36	48	60	72
231 - 259	12	40,111.21	41,166.31	42,222.32	44,333.43	46,444.55	48,555.66	50,666.78	52,777.90
291 - 323	14	45,495.13	46,692.37	47,889.61	50,284.09	52,678.56	55,073.05	57,467.53	59,862.01
359 - 395	16	51,601.71	52,959.65	54,317.59	57,033.47	59,749.35	62,465.23	65,181.10	67,896.99

Job Classification

Firefighter

Fire Department Engineer

Assistant Fire Chief

Pay Grade

12

14

16

Request for Council Action

Date: 12/06/13

To: East Grand Forks City Council Mayor Lynn Stauss, President Craig Buckalew, Council Vice President Greg Leigh, Council Members: Clarence Vetter, Ron Vonasek, Henry Tweten, Mark Olstad, and Chad Grassel

Cc: File

From: David Murphy

RE: Goal Setting Session Discussion

Last week the council received handouts regarding a goal setting session tentatively scheduled for January. The weekend of January 10th seems to be the weekend that will work for most people. An aspect that will need to be discussed is the cost of bringing in someone to help the council through this process/session. The person that is being suggested has worked with the City Administrator before and had a positive result.