

**2023-2025**

**Agreement**

**Between the Duluth Airport Authority and Local 66 of  
A.F.S.C.M.E. Minnesota Council 5**

**for**

**Duluth Airport Authority Employees**



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THIS AGREEMENT, dated December 20<sup>th</sup>, 2022, is entered into by and between the Duluth Airport Authority, hereinafter called the "Employer", and Local 66 of A.F.S.C.M.E., represented by Minnesota Council 5, hereinafter called the "Union".

## ARTICLE I - PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other terms and conditions of employment, as defined in Minnesota Statutes.
- 1.2 Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality public service. Both parties recognize this Agreement as a pledge of this dedication.

## ARTICLE 2 - DEFINITIONS

- 2.1 Executive Director means the Executive Director of the Duluth Airport Authority or their designee.
- 2.2 Appointing Authority means the Executive Director or their designee.
- 2.3 Basic Annual Pay means the employee's monthly salary as provided for in Appendix 2 or 3 of this Agreement added to the employee's longevity award as provided for in Article 9 of this Agreement multiplied by twelve (12).
- 2.4 Basic Hourly Rate, for all purposes, means the employee's basic annual pay divided by 2080 in the case of employees whose normal work week is forty (40) hours and divided by 1950 in the case of employees whose normal work week is thirty-seven and one-half (37-1/2) hours. The basic hourly rate shall be calculated to the nearest \$.0001.
- 2.5 Basic Monthly Pay means the employee's monthly salary provided for in Article 8 of this Agreement.
- 2.6 Board of Trustees means the governing body of the Joint Powers Enterprise and the Joint Self Insurance Pool.
- 2.7 Continuously Employed means a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by authorized leave of absence, sick leave, vacation or military leave of absence,

absence due to injury or illness that was compensable under the Minnesota Worker's Compensation Act.

- 2.8 Demotion - Instruction from Employer to Employee that the Employee shall work in a different job title, which job title is in a lower salary range than the one the Employee had been in before receiving said instruction from the Employer.
- 2.9 Duluth Joint Powers Enterprise Trust or Trust means the Trust created for the purpose of accepting and holding certain Employer contributions or other contributions under the Plan(s).
- 2.10 Employee means a person employed by the Employer who is a member of the formally recognized bargaining unit represented by the Union.
- 2.11 Grievance means a dispute or disagreement raised by an Employee involving the interpretation or application of the specific provisions of this Agreement.
- 2.12. Joint Powers Agreement or JPA means the joint powers agreement entered into and among the Members.
- 2.13 Joint Powers Enterprise means the enterprise jointly created by the Members and reflected in the Joint Powers Agreement.
- 2.14 Joint Self Insurance Pool or Pool means the joint self-insurance pool created by the Members under Minnesota law, known as the Duluth Joint Insurance Pool, through which certain Plans are funded and operated.
- 2.15 Members means, unless one or more cease to be a Member pursuant to Article XVI or Article XVII of the Joint Powers Agreement, Employer, the City of Duluth, the Duluth Entertainment and Convention Center Authority, and the Duluth Housing and Redevelopment Authority, and any other governmental entity, permitted by law, who subsequently becomes a Member under Article XX of the Joint Powers Agreement.
- 2.16 Non-Duty Disability - A physical condition which renders an employee incapable of performing the work within their classification assigned to him by the employer, and which is not compensable under the worker's compensation law.
- 2.17 Plan(s) means one or more benefit plans (1) jointly sponsored and maintained by the Members, pursuant to the provisions of the Joint Powers Agreement, (2) authorized by Minnesota law and able to be provided jointly by Minnesota governmental entities, and (3) that provides benefits for a Member's employees, former employees, including retirees, and persons covered by them (e.g. dependents) in accordance with the terms and conditions of such benefit plan(s), including eligibility.

- 2.18 Position - a job that the Employer has determined shall be performed by one person in a single job title.
- 2.19 Probationary Employee. New Employees shall serve an initial probationary period of one year, during which time they can be discharged without cause.
- 2.20 Shift means a stipulated eight (8) hour work period for personnel whose normal work week is forty (40) hours and a seven and one-half (7-1/2) hour period for personnel whose normal work week is thirty-seven and one-half (37-1/2) hours, unless a different schedule is agreed to by the Employee.
- 2.21 Supervisor means an Employee of the Airport Authority who has been determined by the Bureau of Mediation Services to be a supervisor.

### ARTICLE 3 - RECOGNITION

- 3.1 The Employer recognizes the Union as the exclusive bargaining representative of all personnel working in the job titles listed in Appendix 1 of this Agreement and as certified by the Bureau of Mediation Services and defined as “public employees” pursuant to the Public Employment Labor Relations Act (PELRA), Minn. Stat. 179.A.03, Subd. 14.
- 3.2 In the event that any new job title is created after the effective date but during the term of this Agreement, and such position is filled by the Airport Authority, the parties agree to meet and discuss whether or not such person should be represented by the Union prior to making a request to the Bureau of Mediation Services for a unit designation for such position.

### ARTICLE 4 - DUES CHECKOFF

- 4.1 The Employer shall deduct from the paychecks once each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all Employees authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by the Union within ten (10) days after the paychecks from which such deductions are made are distributed to the Employees.

### ARTICLE 5 - MANAGEMENT RIGHTS

- 5.1 The Employer and Union recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state, and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes Section 179A.07, Subd. 1; the right to direct the working forces; to plan, direct, and control all the operations of the Employer; to determine the methods, means, organization, and number of personnel by which

such operation and services are to be conducted; to contract for services; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment, or facilities.

#### ARTICLE 6 - SAVINGS CLAUSE

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

#### ARTICLE 7 - HOURS OF WORK

- 7.1 For employees in pay ranges 22 through 29, the normal work week shall be forty (40) hours and the normal workday shall be eight (8) hours.
- 7.2 For employees in pay ranges 117 through 121, the normal week shall be forty (40) hours and the normal workday shall be eight (8) hours, except as provided for in Article 47 or unless a different schedule is agreed to by the employee.
- 7.3 For computation of overtime, the work week will end at 12:00 a.m., Saturday midnight.

#### ARTICLE 8 - WAGES

- 8.1 Effective January 1, 2023, each Employee's Basic Hourly Rate shall be increased 3% as indicated on Appendix 2. Effective January 1, 2024, each Employee's Basic Hourly Rate shall be increased 2% as indicated on Appendix 3. Effective January 1, 2025, each Employee's Basic Hourly Rate shall be increased 2% as indicated on Appendix 4.
- 8.2 An employee receiving an original appointment shall be placed in Step A of the appropriate pay range as shown in Appendix 2 except when otherwise approved by the Executive Director. When an employee is promoted or reassigned to a higher job title or an employee's position is assigned to a higher pay range, their salary shall be increased to that salary in the new pay range which is next over the salary they were receiving prior to promotion except when otherwise approved by the Executive Director.
- 8.3 Employees shall remain at the assigned step as specified above until the beginning of the next pay period following completion of six (6) months service in a permanent position, at which time they shall advance one (1) step in the pay range in Appendix

2, 3, and 4; thereafter the employee shall advance one (1) step in the pay range for each additional twelve (12) months of service.

- 8.4 An employee may be assigned to work special duty by written assignment. Any employee assigned by the Executive Director to special duty shall have their salary increased to that step in the pay range for the job title in which the employee is assigned to work which step is next over the salary they were receiving prior to such special duty assignment.
- a. The Executive Director shall select the employee by seniority in the next lowest or lower job title(s) in the work unit, provided said employee possesses any license required by job specifications.
  - b. Special Duty pay shall be paid where such assignment is for a period of more than one (1) hour.
  - c. Special duty pay shall not be paid for employees being trained within an Employer-approved training program.
  - d. No such assignment shall exceed 12 months, at which time a determination shall be made to permanently fill or vacate the position.
  - e. For the purposes of this Article, "special duty" assignment shall mean assignment to perform work not included in their job description but included in a more highly paid description.
- 8.5. The Employer and the Union agree there shall be training programs for all job titles.
- 8.6. Employees assigned to work out-of-class in a class with a higher pay range shall receive out-of-class pay after one hour of such work.
- 8.7. The Employer shall provide for the direct deposit of an employee's wages into a bank account selected by the employee.

#### ARTICLE 9 - LONGEVITY AWARD

- 9.1. In addition to the monthly pay prescribed herein, any employee who has been continuously employed for a number of qualified pay periods, the total of which is not less than eight (8) years, shall receive from and after the beginning of the next pay period following completion of their eighth (8th) year of service, a monthly longevity award equal to four percent (4%) of their basic monthly pay and any employee who has been continuously employed for a number of qualified pay periods, the total of which is not less than sixteen (16) years, shall receive from and after the beginning of the next pay period an additional monthly longevity award equal to four percent (4%) of their basic monthly pay. Such longevity award shall be computed to the

nearest dollar per month. Any employee who has been continuously employed for a number of qualified pay periods, the total of which is not less than twenty-four (24) years, shall receive a lump sum payment of 4% of their current base wages the pay period following the anniversary.

- 9.2. The term "Qualified Pay Period" shall mean any regular minimum period of time at the end of which full-time employees of the Airport Authority are regularly paid and during which the employee was employed and/or paid by the Airport Authority for not less than three-fourths (3/4) of the normal working hours of the position they then occupied.

#### ARTICLE 10 - SHIFT DIFFERENTIAL

- 10.1 Employees working a regular shift commencing between the hours of 2:30 p.m. and 10:00 p.m., shall, in addition to their Basic Hourly Rate, receive a shift differential equal to \$1.50 per hour for each hour worked during such a shift. Employees working a regular shift commencing between the hours of 10:00 p.m. and 4:00 a.m., shall, in addition to their Basic Hourly Rate, receive a shift differential equal to \$2.00 per hour for each hour worked during such a shift. Employees working a regular shift commencing between the hours of 4:00 a.m. and 2:30 p.m. on a Saturday or Sunday shall, in addition to their Basic Hourly Rate, receive a shift differential equal to \$1.50 per hour for each hour worked during such a shift. No employee shall receive such shift differential for any time for which they will receive overtime compensation provided for in Article 16 of this Agreement.

#### ARTICLE 11 - UNIFORMS

Uniforms shall be provided to employees by the Airport Authority as follows:

- 11.1 Miscellaneous. Employees filling the positions of Equipment Maintenance Specialist, Mechanic, and Heavy Equipment Mechanic shall be furnished at least three (3) pairs of laundered coveralls per week by the Airport Authority. Employees who test and service equipment shall be furnished one (1) pair of laundered coveralls per week. The Employer will provide sufficient coveralls for all employees' needs.
- 11.2 Safety Shoes. Employees designated by the Employer to wear safety shoes shall, as a term and condition of employment, wear safety shoes that comply with OSHA requirements. Employees may choose to purchase black insulated coveralls, bibs, and other cold-weather personal protective equipment (PPE) to wear at work. The Employer shall reimburse up to a combined total of \$300 for safety boots and black insulated coveralls, bibs, and other cold-weather personal protective equipment (PPE) at times approved by either the Director of Operations or the Executive Director. Such safety shoes shall be of a type and style determined by the Executive Director. Safety shoes are to be worn at the Airport only.

- 11.3 Safety Glasses. The Employer shall provide safety glasses (lenses and frames), including reimbursement for frames and prescription lenses (not to include eye exams) of up to \$175 total per calendar year, to an Employee if safety glasses are required or recommended for the Employee's job.

#### ARTICLE 12 - MEAL ALLOWANCE

- 12.1 Any Employee required to work ten (10) or more consecutive hours shall be provided a meal allowance of ten dollars (\$10.00), which shall be added to the Employee's pay..

#### ARTICLE 13 - INCENTIVE AWARDS

- 13.1 In addition to all other compensation paid to an Employee pursuant to this Agreement, employees may be paid additional compensation from time to time in accordance with the rules and regulations of the Employee Incentive Awards Program. The rules and regulations for such program shall be established by the Executive Director. No employee shall receive more than \$1,000 total in any calendar year pursuant to such program. Employees may be eligible to receive multiple awards in a single year pursuant to the rules and regulations of the Employee Incentive Awards Program.

#### ARTICLE 14 - LIFE INSURANCE

- 14.1 Employer shall pay for \$50,000 of group life insurance for each eligible Employee. All Employees shall receive such life insurance coverage starting the first day of the calendar month following the date of hire.
- 14.2 Such insurance terminates on the last day of the month in which an Employee ends employment. Employees are responsible for contacting the Executive Director's office at least one (1) month prior to retirement to verify any insurance benefits due after termination.
- 14.3 Life Insurance - Retirees. The Employer shall pay full cost of term life insurance for any Employee who retires from employment with the Airport Authority on or after January 1, 1983, after having been employed by the Airport Authority for such total time to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association. The amount of such insurance coverage shall be \$6,250.

#### ARTICLE 15 - TOOLS

- 15.1 The Employer, at its own expense, shall provide employees tools to perform their duties at each work site.

## ARTICLE 16 - OVERTIME PAY & COMPENSATORY TIME OFF

### 16.1 Rates of Compensation:

- a. Except as provided in this article, employees who are required by the employer and according to Section 4 of this article, to work in excess of eight (8) hours in any day or forty (40) regular hours in any week shall be compensated for such excess hours either with pay at the rate of one and one-half (1/2) times their current basic hourly rate or with compensatory time off at the rate of one and one-half (1/2) hours for each hour worked as provided in Section 2 of this article. For purposes of this article only, hours worked for purposes of calculating overtime or compensatory time when exceeding forty (40) hours in any week shall include scheduled vacation, personal leave, compensatory time off, and holidays identified under Article 24.1. Sick leave hours used shall be included for overtime or compensatory time computations only if the use is for funeral leave.
- b. Employees whose normal work week is thirty-seven and one-half (37.5) hours, when required by the employer and in accordance with Section 4 of this Article, work in excess of seven and one-half (7.5) hours in any day or in excess of thirty seven and one-half (37.5) hours in any week, shall, be compensated for such excess hours either with pay at the rate of one and one-half (1.5) times their current basic hourly rate or with compensatory time off at the rate of one and one-half (1.5) hours for each hour worked as provided in Section 2 of this article, unless a different arrangement is agreed to by the employee.
- c. Overtime shall be computed to the nearest fifteen (15) minutes.

### 16.2. Compensatory Time Off:

- a. Employees may bank up to a maximum of 120 hours of compensatory time at any one time.
- b. The distribution of time off shall be at the discretion of the Employer and upon request of the employee. In considering requests by Employees for compensatory time off, the Employer shall not grant such requests automatically, but shall consider whether the interests of the Employer would be served by permitting Employees to take time off at some time during the year when such time off may be taken without undue interference with the Employer's operations
- c. Any compensatory time off due an Employee at the end of any calendar year shall be paid to such Employee in the paycheck covering the last pay period in that year, based on Employee's basic hourly rate as of the last day of that year.

- d. Employees may also cash in any amount of accumulated compensatory time at any time during the year by giving written notification to the Employer. They shall be paid for the compensatory time at the rate of pay at the time of the notification.
- 16.3 The working of overtime by an Employee shall be voluntary except in the case where the supervisor determines that work is necessary to protect property, human life or to keep the Airport open to provide service to the general public. For purposes of distribution of overtime, overtime refused is to be considered overtime worked.
- 16.4 Employees shall not be required to work more than sixteen (16) consecutive hours, to be followed by a minimum of eight (8) hours off before being required to return to work.

Employees may volunteer to return to work when asked by the Airport Authority before the minimum time off, (eight [8] hours) has expired. The employees shall be allowed a thirty (30) minute meal break before returning to work.

#### ARTICLE 17 - CALL BACK

- 17.1 Employees released by their supervisor and called back for work shall receive a minimum of three (3) hours pay at one and one-half (1.5) times their current Basic Hourly Rate, except that such three (3) hour minimum pay requirement shall not apply in instances where the call back time extends from or into an Employee's regularly scheduled Shift. In the event an Employee is called back more than once during an eight (8) hour period, such Employee shall not receive more than eight (8) hours pay at the overtime rate for such period.

#### ARTICLE 18 - SENIORITY

- 18.1 Seniority shall be determined by the Employee's length of service in their present job title. Temporary employment shall not apply towards continuous employment for the purposes of determining the benefits provided by this Agreement.
- 18.2
- a. Subject to the Employer's right to determine the times when vacations may be taken vacation selection rights shall be determined by seniority.
  - b. Subject to the Employer's right to schedule overtime and except as provided for in subparagraph (d) below, the right to work overtime anticipated to be less than three (3) hours in duration: shall be determined as follows:
  - c. Unscheduled overtime shall first be offered to the most senior employee in the highest job title whose job description includes the work to be done who is then working on the airport; then to the next most senior person in that job title, or, if there is no other person in that job title present and working on the airport, to

the most senior person in the next lower job title who is present and working on the airport and so on until said right to work overtime has been accepted or has been refused by all employees qualified to do the work who are then working on the airport. Subsequently, if the offer of overtime has not been accepted, said overtime shall be offered to qualified employees not then working on the airport in the same manner and in the same order as was provided for with regard to employees working on the airport.

Scheduled overtime shall be distributed among the employees as equally as possible. Overtime refused shall be counted as overtime worked for the purposes of determining equity of distribution.

- d. The right to work overtime anticipated to be 3 or more hours in duration shall be determined in the same manner as provided for in subparagraph (b) above but without regard to an employee's presence on the airport.
  - e. Notwithstanding the provisions of paragraphs (b) and (c) above, if the Executive Director determines that the work to be performed on overtime requires particular expertise, he may assign the employee in that job title having the requisite level of expertise without regard to seniority.
  - f. All Employees shall be offered overtime hours. If all Employees decline the overtime work, the Employer may offer the work to temporary employees.
- 18.3 Any Employee denied the opportunity to work overtime because of the Employer's failure to comply with the requirements of paragraphs 1 or 2 of this Article shall, after the first such occurrence reported by the aggrieved Employee or the Union be given the opportunity, within thirty (30) working days after such report, to work an amount of overtime equal to that which they were denied as a result of the Employer's violation of such provisions, and if the Employee chooses to work such overtime, they shall be paid for such overtime an amount equal to what they would have earned if they had actually worked the overtime which they had been denied; in the case of any subsequent occurrence affecting the same employee which is within twelve (12) months of the first or any subsequent occurrence affecting such employee, the Employee shall be paid an amount equal to what they would have earned if they had actually worked the overtime that they were denied. Makeup overtime allowed under this paragraph may be worked at any time mutually agreed to by the employee and the Executive Director within the thirty (30) day period. Makeup overtime assigned to any Employee pursuant to this paragraph shall not be subject to the provisions of paragraph 2 of this article.
- 18.4 The Employer and Union agree with the principle that seniority shall be a factor in making any assignments.

- 18.5 The Employer agrees to furnish the Union with up-to-date lists every twelve (12) months upon request showing the present seniority of each employee, and to post a copy of such lists on employer bulletin boards.
- 18.6 When calculating job title seniority, the following criteria shall be used:
- a. An employee who is reassigned to a higher job title shall have their seniority date changed to the effective date of the reassignment.
  - b. An employee who is reassigned to a position at the same salary range shall retain their previously established seniority date.
  - c. Ties shall be broken as provided by Article 37.1(e)
- 18.7 This article shall not be construed to affect in any way the provisions contained in Article 37 regarding the layoff of employees.

#### ARTICLE 19 - HOSPITAL-MEDICAL & DENTAL INSURANCE

- 19.1 During the period of this Agreement, the Employer will offer to Employees the hospital-medical benefit plan, known as Plan 3A, containing the level of benefits as defined and designed by the City of Duluth.
- a. The Employer agrees to pay 80% of the monthly premium for family hospital-medical benefit Plan 3A.
  - b. The Employer agrees to pay for the employees without claimed dependents 100% of the monthly premium for single hospital-medical benefit Plan 3A. Effective January 1, 2017, the Employer agrees to pay for the Employees without claimed dependents 90% of the monthly premium for single hospital-medical benefit Plan 3A.
  - c. The Employer shall deduct from each eligible and enrolled Employee's salary or wages the amount by which the monthly premium cost of the Employee's hospital medical plan coverage exceeds the Employer's contribution.
  - d. Effective January 1, 2017, for each eligible Employee who has been continuously employed by the Employer for sufficient time as to be eligible for the Employer's hospital-medical benefit plan, the Employer shall make the following amounts available to the Employee for contribution to the Employer's Internal Revenue Code Section 125 cafeteria plan program:
    - 1. \$304 per month for each eligible Employee electing single hospital-medical benefit Plan 3A coverage or declining single hospital-medical Plan 3A

- coverage (must provide proof of other coverage which meets the Affordable Care Act's minimum essential coverage requirements).
2. \$170 per month for each eligible Employee electing family hospital-medical benefit Plan 3A coverage.
  3. Amounts contributed to a Part-Time Employee as described in Article 47 shall be calculated at 50% of the full-time rate in subsections (1)-(2) above.
- e. Hospital-medical and dental insurance monthly premiums shall be established by the Duluth Joint Powers Enterprise Trust Board of Trustees by November 1 of the prior year, to be in effect January 1 of each year for twelve (12) consecutive calendar months. Upon request, the Employer shall provide the union with all costs and utilization figures used to determine the insurance premiums.
- 19.2 Hospital-medical benefit plan coverage shall become effective the first of the month following date of hire.
- 19.3 The dependents of a deceased Employee shall receive hospital-medical insurance to the same extent as active employees. A surviving spouse's coverage eligibility ceases when the spouse dies or remarries.
- 19.4. Joint Powers Enterprise, Joint Self-Insurance Pool and Trust.
- a. The parties acknowledge the Employer operates on a joint basis with the HRA, DECC and City of Duluth, one or more self-insured group health plans pursuant to the provisions of Minnesota Statutes Chapter 471 and Minnesota Rules Chapter 2785 for the purpose of providing health care benefits to eligible and enrolled Employees and their beneficiaries as described in Article 19.1 above.
  - b. The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the administration of the Pool and Trust complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended.
  - c. The Employer agrees to transfer and deposit monthly all premiums as described in Article 19.1 (a) and (b) into the Trust. Monies in the Trust shall only be expended for payment of participant health care benefit expenses, purchase of health and dental insurance (including stop loss insurance), payment of expenses incurred in the administration of the Employer's health care and dental care programs, and other health-related expenses. Expenses made pursuant to the Worker's Compensation laws, the cost of physical exams of, or medical services for, Employees which exams or services are required by the City or another governmental agency shall not be eligible expenses paid from the Trust. Any funds expended from the Trust that are later determined by the Employee Benefits Administrator or through court action, arbitration, or mediation to have been more correctly charged to Worker's Compensation shall be promptly

reimbursed to the Trust. Reimbursements received by the Employer from stop loss insurance shall be promptly deposited in the Trust.

- d. The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the setting of reserves of the Pool complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended.
  - e. If monies in the Trust are at any time insufficient to pay the expenses described in this Article, the Employer shall provide sufficient monies to such Trust as required by the Board of Trustees to cover the deficit.
- 19.5. The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the setting of premium rates for the group health insurance plans of the Pool, a.) complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended and b.) provides for an amount of premiums for the Trust for its fiscal year that is sufficient to provide for 1) the payment of expected health care claims for the current fiscal year, 2) a reasonable and appropriate reserve necessary to cover incurred and unreported claims, stop-loss liabilities, and other potential claims and liabilities, 3) stop-loss and other necessary insurance costs, 4) contract costs for third party claims administrator services, and 5) other administrative costs of the Pool as determined by the Board of Trustees to be necessary for administration of the Pool.
- 19.6 a. Dental Insurance. The Employer agrees to make dental care coverage available to all eligible Employees. The Employer agrees to pay the entire cost of low option for single coverage for each Employee. All Employees shall receive such dental insurance coverage on the first day of the month following the date of hire. The Employer and the Union agree that any change in such coverage shall only be done through negotiations. The maximum annual coverage for the low single option shall be \$1,000.
- b. Employees have the additional options to increase their annual dental insurance maximum benefit to \$2,000 and/or elect family dental coverage. The Employee must pay the additional cost (increase in monthly premium) above what the Employer provides in Article 19.6(a).

#### ARTICLE 20 - HOSPITAL-MEDICAL & DENTAL INSURANCE – RETIRED EMPLOYEES

- 20.1 Any Employee hired before January 1, 2007, who retires from employment with the Airport Authority after January 1, 1983, after having been continuously employed by the Airport Authority for a minimum of fifteen (15) years and for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, or the Duluth Police Pension Association, and who is currently receiving a retirement or

disability pension from any such fund, shall receive hospital-medical benefit plan coverage to the same extent as active employees under Plan 3A subject to the following conditions and limitations:

- a. Except as provided in Article 20.4, the Employer agrees to pay the full cost of the monthly premium consistent with that provided active employees for the eligible retiree electing single hospital-medical benefit plan coverage.
  - b. Except as provided in Article 20.4, the Employer agrees to pay 80% of the monthly premium consistent with that provided active employees for the eligible retiree electing family hospital-medical benefit plan coverage
  - c. Such hospital-medical benefit plan coverage shall be, subject to the limitations and requirements of Article 20.2 and 20.3, for the life of the retiree, but if the retiree dies before their spouse, such coverage eligibility shall continue for such spouse, subject to the limitations and requirements of Article 20.2 and 20.3 until they dies or remarry, but any such coverage for such surviving spouse shall not include coverage for any dependent of such surviving spouse.
  - d. Retired employees may enroll in dental insurance coverages offered to current Employees at their own expense.
- 20.2 Any Employee who retires from employment with the Duluth Airport Authority after January 1, 1983, seeking benefits pursuant to this Article and who is 65 years of age or older, or meets any condition that qualifies them to be eligible for Medicare Coverage A and B must obtain it or lose any benefits hereunder. This language applies to the retired employee as well as any qualified dependent(s). The Duluth Airport Authority may provide a 65 or older health insurance program in accordance with Article 20.1 in lieu of health care coverage provided active employees, except that the health insurance program, when combined with Medicare, will provide coverage no less than the coverage provided active employees. The health insurance program may be fully insured or self-insured at the option of the Duluth Airport Authority.
- 20.3 If any such covered retiree or spouse becomes the beneficiary of any hospital-medical coverage provided by another employer in connection with such retiree's or spouse's employment by or retirement from employment by another employer, the Duluth Airport Authority's obligation to provide the coverage indicated herein shall be only to the extent that the Duluth Airport Authority's coverage exceeds such other coverage.
- 20.4 Any Employee hired on or after January 1, 2007, who retires from DAA employment after having been Continuously Employed by the Employer for a minimum of fifteen (15) years and for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association (PERA), and

who is currently receiving a retirement or disability pension from PERA, may elect to enroll in the Employer's hospital-medical plan offered to active Employees. The Employer shall contribute \$250.00 monthly toward the total monthly premium cost for eligible retirees electing the single Plan 3A hospital-medical benefit plan coverage, and \$500 monthly toward the total monthly premium for eligible retirees electing family Plan 3A hospital-medical benefit plan coverage.

#### ARTICLE 21 – PERSONAL LEAVE

21.1 Employees shall receive four (4) days of personal leave with pay each calendar year, to be taken at a date and time approved by the Employer. Personal leave days not used by Employees before December 31 may not be cashed out or carried over for use in the next year. However, Probationary Employees may carryover personal days for use in the next year

#### ARTICLE 22 - PAY PERIODS

22.1 Employees shall be paid every two (2) weeks, and payment for each such two-week period shall be made not later than the Friday next following such two-week period. If any such Friday occurs on a holiday, checks shall be distributed on the working day next prior to such holiday. The amount of pay for each such two-week period shall be determined by multiplying the employee's basic hourly rate by seventy-five (75) in the case of employees whose normal work week is thirty-seven and one-half (37.5) hours and by eighty (80) in the case of employees whose normal work week is forty (40) hours. Payment will be made by electronic deposit only and Employees are required to participate in direct deposit. The Employer will provide reasonable electronic access to deposit information in lieu of paper paystubs. Work time or leave time may be recorded using either a decimal system or an hours and minutes system, whichever is most convenient for the payroll office.

#### ARTICLE 23 - REST PERIODS

23.1 Except as provided herein, a rest period of fifteen (15) minutes shall be permitted during each one-half (1/2) Shift. Such rest period will be given at such time as is established by the appropriate supervisor.

#### ARTICLE 24 - HOLIDAYS

24.1 Except as otherwise provided herein, Employees shall receive full-time off with pay for the legal holidays of New Year's Day, Martin Luther King Day, Washington's & Lincoln's Birthday (Presidents' Day), Memorial Day, Independence Day, Labor Day, Christopher Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve (December 24) and Christmas Day (December 25), as such holidays are defined in Minnesota Statutes, Section 645.44, Subd. 5 collectively "Holidays").

- 24.2 All employees shall receive time off for the above-described Holidays, except if an employee is required to work such holiday, such employee shall, in lieu of receiving time off on such holiday, and in addition to their regular pay for such holiday, be compensated at the rate of two (2) times their current basic hourly rate for each hour worked on such Holidays. When the observed Holiday is different than the actual Holiday (i.e., July 4<sup>th</sup> falls on a Saturday so the observed holiday is Friday, July 3), Employees will be paid pursuant to this Section for working on either the actual or observed Holiday, but only one Holiday if they work both. Employees may not earn compensatory time off in lieu of payment for working on Holidays.
- 24.3 Employees shall not also receive overtime pay for working on Holidays.
- 24.4 Employees who cannot get to work because of a snow emergency may use vacation, personal leave, or compensatory time. Employees must notify the Employer prior to the start of work.

ARTICLE 25 - VACATION

- 25.1 Employees who have been Continuously Employed shall accumulate paid vacation in accordance with the following schedule:

<u>Yrs. of Continuous Employment</u>	<u>Hrs./Pay Period</u>	<u>Total Hrs./Year</u>
Commencing 0 through 5 yrs. (inclusive)	3.69	96.00
Commencing 6 through 11 yrs. (inclusive)	5.54	144.00
Commencing 12 through 20 yds	7.09	184.32
Over 20	8.64	224.64

- 25.2 During any calendar year, there shall be no limitation on the amount of vacation time that any employee may accumulate. However, as of the end of the day on December 31 of each year, employees may only accumulate and carryover into the next year the following maximum amount of vacation hours:

Amount of Accumulated Hours as of December 31 of each year:

<u>Yrs. of Continuous Employment</u>	<u>Max Hours</u>
Commencing 0 through 5 years (inclusive)	144
Commencing 6 through 11 years (inclusive)	216
Commencing 12 through 20	280
Over 20	336

- 25.3 Use of vacation must be pre-approved by the Employer. Employees may utilize unpaid vacation during their initial six (6) months of employment with prior approval of the Employer.

- 25.4 In the event of death of any Employee, any vacation time accumulated to the credit of such deceased Employee shall be compensated for in cash and shall be paid in accordance with Minnesota Statutes, Section 181.58, and its successors.

#### ARTICLE 26 - SICK LEAVE

- 26.1 Any employee hired on or before April 19, 2005, who has been continuously employed by the Airport Authority for not less than six (6) months shall be deemed to have 960 hours of sick leave with full pay (paid sick leave). Once an employee uses any sick leave, sick leave shall then accrue up to a maximum of 960 hours at the rate of 4 hours per pay period at the first full pay period after returning to work. Any employee hired after April 19, 2005, but before January 1, 2007, who has been continuously employed by the Airport Authority for not less than six (6) months shall accrue 4 hours of paid sick leave per pay period up to a maximum of 480 hours of paid sick leave. Once an employee uses any sick leave, sick leave shall accrue up to a maximum of 480 hours at the rate of 4 hours per pay period at the first full pay period after returning to work. Any employee hired on or after January 1, 2007, who has been continuously employed by the Airport Authority shall accrue 4 hours of paid sick leave per pay period up to a maximum of 240 hours of paid sick leave. Once an employee uses any sick leave, sick leave shall accrue up to a maximum of 240 hours at the rate of 4 hours per pay period at the first full pay period after returning to work. Employees unable to report for duty for any of the reasons specified in Section 3 of this Article shall immediately report such fact to their immediate supervisor. To qualify for paid sick leave, the Employee must report sick leave prior to or within the first thirty (30) minutes of their Shift, but must immediately report off when leaving their worksite.
- 26.2 When an Employee's use of sick leave reasonably appears to be unjustified, the Executive Director may request that the Employee provide a physician's explanation to justify subsequent absences. The request shall be in writing and shall state the reason for the request. The Executive Director's request, in and of itself, shall not be considered disciplinary action. The failure of the Employee to provide the physician's written explanation shall preclude the Employee from further use of paid sick leave for that incident and may be cause for disciplinary action. If disciplinary action results from the use of this article, the discipline shall be taken under the Suspensions, Removal article of this Agreement. The Executive Director's written request shall be reviewed at least every six (6) months from the date it is written, and if sufficient improvement has been made to justify the removal of the letter from the Employee's file, it shall be removed.
- 26.3 The Executive Director may, for work-related reasons stated in writing to the Employee, require an employee to submit to medical examination, paid for by Employer, to determine an Employee's medical fitness to do tasks of employment or to attend work. Employee may refuse the first employer recommended doctor. The

doctor will report only medical information relevant to the fitness for duty information request.

- 26.4 For purposes of this Article, sick leave is defined to mean the absence of an Employee because of illness or injury, exposure to a contagious disease, attendance upon a member of the immediate family, or death in the immediate family of the employee; provided no employee, unless officially assigned to special duty, shall be granted paid sick leave for any injury or illness resulting from any gainful employment on any job which is subject to the provisions of the Workers' Compensation laws of any state, other than regular employment by the Employer.
- 26.5 Sick leave may be utilized pursuant to Minnesota Statute §181.9413. For the purposes of this section, immediate family is defined to include only any parent, child, brother, sister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal dependent, or ward of the employee, and any parent or grandparent of the Employee's spouse.
- a. Illness in Family. Sick leave may be utilized pursuant to Minnesota Statute §181.9413.
  - b. Funeral Leave. Upon request, a maximum of five (5) days of paid sick leave shall be granted an employee for a death in the immediate family if the distance to the location of the funeral exceeds five hundred (500) miles from Duluth. Upon request, a maximum of three (3) days of paid sick leave shall be granted if the distance to the location of the funeral is less than five hundred (500) miles from Duluth.
  - c. Absence for any funeral of other than a member of the immediate family may be granted on paid sick leave, at the discretion of the supervisor, and shall not exceed one-half (1/2) workday.
  - d. Medical Appointments. An employee must obtain prior approval from the Executive Director for the purpose of medical, dental, or optical examination or treatment, when such examination or treatment cannot be scheduled other than during working hours. Such absence on paid sick leave shall be approved only when the employee has made a diligent effort to have such examination or treatment prior to their normal working hours, after work, or on a day off.
  - e. Paid Sick Leave on Vacation. Paid sick leave will not be allowed during a previously scheduled vacation unless the employee is under the care of a physician because of an unexpected injury or illness and the employee furnishes to the Executive Director a certificate, signed by the physician, indicating the number of days the employee was actually confined to their home or hospital. The employee will then receive paid sick leave for those days spent confined. If the

employee is exposed to a contagious disease and confined under doctor's orders, such employee will be granted paid sick leave in lieu of vacation.

26.6 Whenever an employee is absent on sick leave in excess of three (3) consecutive working days, the Executive Director shall direct such employee to furnish written explanation by a physician to justify such absence on paid sick leave; failure to furnish such written explanation shall preclude such employee from being allowed such absence as paid sick leave. This section shall not apply to funeral leaves.

26.7 Temporary Disability. Any Employee who will be temporarily disabled for a period in excess of ten (10) working days may be offered an assignment at such employee's present rate of pay by the Airport Authority in their present or lower classification the duties of which the employee is able to perform.

If the Airport Authority is not able to provide the Employee such assignment, the employee may continue to remain on paid sick leave. If the assignment is refused by the employee, and justification for the refusal is not provided by the employee's physician, paid sick leave will be denied. Recognizing the varieties of illnesses and injuries and the employee's ability to do the assigned work, each case will be evaluated on an individual basis. In case of dispute, the Employer may use its own physician in making the determination. The Employer reserves the right to review the assignment after every twenty (20) working days and to reassign the employee to their regular duties or extend the period of assignment. The employer may modify job duties or equipment to accommodate an injured or disabled employee's medical restrictions.

26.8 Permanent Non-Duty Disability. An Employee who has a permanent non-duty disability, which prevents them from performing the duties of their job title, may request an investigation by the Personnel Committee for a determination of what duties they may perform and the proper job title these duties fall under. The committee may then recommend to the Executive Director that a recommendation of demotion to the new job title be made.

The Employee may be assigned or transferred temporarily to a lower job title as provided in Section 5 above until the Executive Director takes final action, provided that such assignment shall not result in the denial of promotion to, or the layoff of, an employee.

26.9 Employee Assistance Program. Any approved absence for participation in the Employee's Assistance Program shall be allowed as paid sick leave. When the employee is under the Family Involvement Program, and it requires the spouse and/or the parent of the chemically dependent person to participate in the program, that time spent by the Employee to participate in this program shall be allowed as paid sick leave. As in the case with other paid sick leave, the employee must report off sick

and report the purpose for the use of such paid sick leave, but it will not be necessary for them to go into details.

- 26.10 Any Employee removed from the payroll through the operation of this article, if they files with the Executive Director at least once every three (3) months a statement from a physician which indicates that they is unable to perform the duties of their position shall be considered to be on leave not to exceed one (1) year and shall be reinstated in their position upon filing with the Executive Director a statement signed by a physician which indicates that they is physically fit to perform the duties of their position, and the physician for such latter statement shall be chosen and compensated by the Employer.

#### ARTICLE 27 – BLANK ARTICLE

#### ARTICLE 28 - WORKERS' COMPENSATION

- 28.1 Employees who suffer an injury compensable under the Workers' Compensation Act and are absent from work as a result thereof, shall be paid a total amount by the Employer and/or its Worker's Compensation claims third-party insurer during such absence equal to the difference between the amount they receive pursuant to the Workers' Compensation Act and the amount they would have received if they were regularly employed, subject to the following:

For each day of absence, the Employee shall be charged for one-third (1/3) of a day of sick leave. When the Employee's sick leave and vacation time have been exhausted, they shall no longer receive any salary from the Employer while absent from work.

#### ARTICLE 29 - JURY DUTY

- 29.1 Employees shall receive a leave of absence with pay for any required appearance for jury duty; provided, however, that if an Employee is released from such duty prior to the expiration of their normal workday, they shall immediately return to their job and continue their duties as an employee.

#### ARTICLE 30 - LEAVES OF ABSENCE

- 30.1 Any Employee who is mentally or physically incapacitated to perform their duties or who desires to engage in a course of study such as will increase their usefulness on their return to the Airport Authority, or who for any reason considered good by the Executive Director desires to secure leave from their regular duties, may, on written request approved by the Executive Director be granted special leave of absence without pay for a period not exceeding one (1) year.

- 30.2 Any Employee asking for special leave without pay shall submit their request in writing, at least fifteen (15) calendar days prior to the date the Employee desires the leave, stating the reasons why in the employee's opinion the request should be granted, the date when the employee desires the leave to begin and the probable date of the employee's return.
- 30.3 The Executive Director shall respond within five (5) calendar days of the request for each special leave of absence without pay in writing, stating if the leave is to be approved, whether the employee granted such leave shall be entitled to their former position upon the employee's return from such leave or whether their name shall be placed on a re-employment list for the former position.
- 30.4 No leaves without pay will be granted until the employee has used all accumulated vacation and accrued compensatory leave.
- 30.5 No benefits or seniority shall be lost by the employee during leaves of thirty (30) calendar days or less. No benefits or seniority shall be accrued after the first thirty (30) calendar days of any leave.
- 30.6 Leave of absence without pay for a period of less than thirty (30) calendar days may be granted by the Executive Director.
- 30.7 Any employee, who shall become a member of the armed forces of the United States in time of war or other emergency declared by proper authority, shall be granted a leave of absence for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position, subject to Section 8 below.
- 30.8 Reinstatement of any employee on military leave of absence shall be at the same salary which they would have received had they not taken such leave and shall be upon the following conditions:
- a. That the position has not been abolished.
  - b. That the employee is not physically or mentally disabled from performing the duties of such position.
  - c. That they make written application for reinstatement to the Executive Director within ninety (90) days after termination of such service.
  - d. That they submit to the Executive Director an honorable discharge or other forms of release by proper authority indicating that their military or naval service was satisfactory.

- 30.9 Upon reinstatement of any employee who has been on military leave of absence, said employee shall have the same rights with respect to accrued and future seniority status, efficiency rating, vacation, sick leave, and other benefits as if they had been actually employed during the time of such emergency.
- 30.10 Military leave of absence shall be granted with pay for up to fifteen (15) days per year as required by Minnesota and federal law. Where possible, all military leaves with pay shall be taken while the employee is not working, and no employee under this agreement shall request of the military unit to which the employee is assigned, or the Commander thereof, that the employee be assigned or authorized military duty for which the employee would be entitled to leave with pay from the employer during the time the employee is working.
- 30.11 As required by the Minnesota Public Employees Labor Relations Act (PELRA), Minnesota Statutes Chapter 179A, the Employer shall afford reasonable time off to any employee who is an elected officer or appointed representative of the Union, for the purposes of conducting the duties of the Union, and shall, upon request, provide a leave of absence to any employee who is an elected or appointed official of the Union or who is appointed to its staff.
- 30.12 Any employee who is on leave of absence for the purpose of serving as an officer or representative of the Union shall, upon the request of such employee, receive their regular pay from the Employer while on such leave; however, the Employer shall submit to the Union an invoice for reimbursement of an amount based on such employee's gross hourly rate of pay for such leave, and the Union shall then reimburse the Employer for such amount. The Union shall defend the Employer against any claim for any injury, damage or loss which arises out of and within the scope of such service, and shall indemnify the Employer for any such injury, damage or loss, but such obligation to defend and indemnify the Employer shall not extend to the Employer's obligations to provide paid sick leave under Article 26. No such employee shall receive leave of absence with pay pursuant to this paragraph in excess of a total of thirty (30) working days in any calendar year.

ARTICLE 31 - TRANSFERS OF EMPLOYEES, POSTING OF VACANCIES,  
PROMOTIONS, PROBATION, SERVICE RATINGS

- 31.1 Postings. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards and employees shall be given seven (7) working days to make applications for such positions. The most senior qualified employee making application shall be awarded the position. If no employee applies to fill a vacancy, the Executive Director may assign an employee to fill the vacancy subject to the employee's approval. If no employee is qualified or if no employee accepts the assignment, the Executive Director may seek a new employee to fill the vacancy.

31.2 Promotion. Promotions shall be defined as the change of an employee from a position of one job title to a position in another job title which requires the performance of more responsible duties and for which a higher rate of pay is prescribed. Senior qualified employees shall be promoted to vacancies and newly created positions before any new employees. Ability, training, experience and examination requirements shall be the same for "promotional" or "open" positions. Requirements for existing positions with the Authority and for examination for these positions will be those developed by the Employer and copies furnished the union.

31.3 An employee shall serve as an Airport Maintenance I four (4) years and be promoted to an Airport Maintenance II upon passing an Airport Maintenance II test.

If there is a need for Airport Maintenance II and no Airport Maintenance I has completed four (4) years in that grade, the Executive Director shall determine if there is an Airport Maintenance I qualified by prior experience to be eligible to take the Airport Maintenance II exam. The Executive Director's determination may be appealed to the Airport Authority Board in writing.

An employee shall serve four (4) years as an Airport Maintenance I and seven (7) years as an Airport Maintenance II to be eligible to be promoted to an Airport Maintenance III. An Airport Maintenance II must pass a test before being promoted to an Airport Maintenance III.

If there is no opening for Airport Maintenance III, an Airport Maintenance II, after completing thirteen and one-half (13-1/2) years of service as an Airport Maintenance II, shall be eligible to take a test for Airport Maintenance III position. Upon passing of this test, the employee shall become an Airport Maintenance III, subject to the following limitation:

There will be a maximum of two (2) Airport Maintenance III positions unless the Airport Authority determines a need for more positions.

If there is a need for Airport Maintenance III and no Airport Maintenance II has completed seven (7) years in that grade, the Executive Director shall determine if there is an Airport Maintenance II qualified by prior experience to be eligible to take the Airport Maintenance III exam. The Executive Director's determination may be appealed to the Airport Authority Board in writing.

Employees that wish to apply to transfer between "Airside and Fleet" or "Facilities and Landside" positions during an open vacancy shall be approved by the Executive Director or Designee. While transferring between departments is ideal, the required skill sets and training of each department are unique and must be taken in to consideration. These transfers are not guaranteed.

- 31.4 Probation. All new employees appointed to a position shall serve a probationary period of one year, during which time they can be discharged without cause. Written notification of termination shall be provided to the employee. An employee may not take any promotional examination while they are in an original probationary period.
- 31.5 A promoted employee will be subject to a six-month probation period. A transferred employee will be subject to a one-year probation period. (A transfer is a change in jobs that is not a promotion or a demotion.) However, the promoted or transferred employee has thirty (30) days to determine whether they wish to continue in a promoted or transferred status. Within that 30-day period, they may elect to return to their former position without loss of seniority or benefits. The Executive Director may at any time before the expiration date of the probationary period as fixed above, reject for cause, any person promoted or transferred provided that the Executive Director shall forthwith report to the employee and the Union in writing each rejection on probation status, starting the date the rejection becomes effective and the reasons for this rejection. A person promoted or transferred and then rejected during the probation period shall have the right to assume the position from which they were promoted or transferred.
- 31.6 If an employee has been laid off or demoted without fault on their part, and has completed their probationary period and is appointed to a position in the same job title or another job title in which they have previously served a probation period, they shall not be required to serve a second probationary period. If an employee is laid off or demoted without fault on their part during the probationary period, and is appointed to the same job title from which they were laid off or demoted, the probationary period already served shall be carried over to the new appointment.
- 31.7 Service Ratings. At least once a year, a service rating on each employee will be delivered to the Executive Director. The service ratings may include the quantity and quality of the work performed, the manner in which the work has been performed, attitude, enthusiasm, and willingness to progress. Other factors, as deemed appropriate for a particular assignment may be considered. The employee shall receive a copy of each service rating and confirm receipt of it by signing the rating. The employee's signature does not mean agreement with the rating. The employee shall have the right to appeal the rating to the Executive Director.

## ARTICLE 32 - SUSPENSION OF EMPLOYEES

- 32.1 The Executive Director may for disciplinary purposes suspend without pay any employee from the performance of their duties for one (1) or more periods aggregating not more than thirty (30) days in a calendar year for just cause.
- 32.2 Prior to suspending a permanent employee, the Executive Director shall offer the affected employee an informal pre-disciplinary (*Loudermill*) hearing with their option to include a Union representative, consisting of the following:

- a. Oral or written notice of the charges against the employee;
- b. A brief explanation of the evidence supporting the charges;
- c. An opportunity for the employee to present their side of the story (possible options are face-to-face meeting, written statement, or presentation by Union);
- d. After hearing the employee's side of the story, the Executive Director may withdraw, reduce, or impose the proposed discipline; and
- e. The Executive Director shall advise the employee that they can grieve any discipline pursuant to Article 41.

### ARTICLE 33 - DEMOTIONS

33.1 Upon the request of an employee or by the Executive Director, an employee may be reclassified from a higher-paid to a lower-paid job title, which in the discretion of the Executive Director, the employee is eligible to fill.

33.2 The Executive Director may demote an employee for just cause. The Executive Director may require said employee to leave the premises of the airport with pay pending his/her hearing before the Executive Director in this Article. Prior to demoting a permanent employee, the Executive Director shall offer the affected employee an informal pre-disciplinary (*Loudermill*) hearing with their option to include a Union representative, consisting of the following:

- a. Oral or written notice of the charges against the employee;
- b. A brief explanation of the evidence supporting the charges;
- c. An opportunity for the employee to present their side of the story (possible options are face-to-face meeting, written statement, or presentation by Union);
- d. After hearing the employee's side of the story, the Executive Director may withdraw, reduce, or impose the proposed discipline; and
- e. The Executive Director shall advise the employee that they can grieve any discipline pursuant to Article 41.

### ARTICLE 34 - REMOVAL OF EMPLOYEES

34.1 Except as provided in Article 38, any Employee who has completed their probation period may be removed only for just cause upon written charges. The Executive Director may require said employee to leave the premises of the airport with pay pending their hearing before the Executive Director in this Article. Prior to removing a permanent employee, the Executive Director shall offer the affected employee an informal pre-disciplinary (*Loudermill*) hearing with their option to include a Union representative, consisting of the following:

- a. Oral or written notice of the charges against the employee;
- b. A brief explanation of the evidence supporting the charges;

- c. An opportunity for the employee to present their side of the story (possible options are face-to-face meeting, written statement, or presentation by Union);
- d. After hearing the employee's side of the story, the Executive Director may withdraw, reduce, or impose the proposed discipline; and
- e. The Executive Director shall advise the employee that they can grieve any discipline pursuant to Article 41.

### ARTICLE 35 - RESIGNATIONS

- 35.1 Any employee who wishes to resign in good standing shall give the Executive Director written notice of at least four (4) weeks, unless the Executive Director consents to their leaving on shorter notice.
- 35.2 Any employee who has resigned after giving proper notice may, within thirty (30) days after termination of employment, and with the consent of the Executive Director, withdraw their resignation in writing and be restored to the position vacated if it is still vacant or has been filled by a temporary employee; if it is not thus available, they may have their name placed on the re-employment list for the appropriate job title.
- 35.3 Any employee who is absent from duty for three (3) consecutive business days without securing leave from their supervisor or without notifying them of the reason for their absence and the time when they expects to return, or who fails to notify the Executive Director of their readiness to resume their duties within three (3) days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice and a report thereof made to the Executive Director.

### ARTICLE 36 - SEPARATION PAY

- 36.1 Employees who separate employment, shall be paid in full on the payroll covering the last day they actually worked for: their salary due, the value of accumulated, unused vacation and personal leave hours, and unused compensatory time off, such value to be calculated based on their Basic Hourly Rate at the time of their separation.

### ARTICLE 37 - LAYOFFS

- 37.1 When it becomes necessary, because of lack of work or funds, or for other causes for which an employee is not at fault, to reduce the number of employees in a job title within a department, the following procedure shall apply:
  - a. All temporary employees shall be laid off first.

1. Permanent employees who are substituting in a vacant position shall, during any layoff affecting their permanent position or the position for which they are substituting, return to their permanent position.
  2. Permanent employees who are promoted and in the probation period shall, during any layoff affecting their permanent position or the position to which they were promoted, return to their permanent position.
  3. Permanent employees who are on a leave of absence shall, during any layoff affecting their position, return to their permanent position.
- b. For purposes of layoff, seniority shall be determined by using the employee's original hire date from which they have been continuously employed with the Airport Authority to determine the least senior.
  - c. During any layoff that affects a certified or non-certified apprenticeship or training program, all trainees or apprentices shall be laid off until such time as the laid off journey person or an employee who has completed said program has been recalled or withdraws their name from said lists or who has been removed from said list according to Article 38, Sec. 6 and 7.
  - d. Bumping: When an employee is laid off in a job title in the work force, they shall be permitted to exercise their seniority rights to bump (replace an employee with less seniority). Such employee may, if they so desires, bump any employee in the same or lower-paid job title in the same job series, provided the bumping employee has greater seniority than the employee whom they bump, and such bumping shall be accomplished according to the following procedure:
    1. When a position in a series of job titles is eliminated, and where an employee is affected, the following bumping procedure shall apply:
      - (a) The employee in that position shall be given the option to bump by seniority (1.c.) into any position in the same job title. If an employee does not have sufficient seniority to maintain a position within their job title, they shall be given the option to bump any employee with less seniority in the next lower job title in that job series.
      - (b) The procedure as described in (Sec. e.1.a.) shall be followed in each lower job title until the least senior employees in the lowest job title in a series within the department are laid off.
      - (c) Any employee who chooses not to exercise their bumping rights shall be placed on the re-employment list.

2. When a position that is not in a series of job titles is eliminated, the least senior (1.c.) employee in that job title shall be laid off.

e. Seniority Ties. Where two (2) or more persons in a job title in which a layoff or reduction is to be made have equal seniority in a job title, the order of layoff or reduction in such tie cases shall be determined first by the total time in the job title and second by total time employed by the Authority. If a tie still exists, seniority shall be determined by a toss of a coin.

37.2 For the purpose of this article, job title(s) shall be defined to mean the titles listed in Appendix 1 of this agreement.

37.3 For the purposes of this article, all series of job titles shall be negotiated by the employer and the Union.

37.4 Demotions made in accordance with this article are not subject to the requirements contained in Article 33 - Demotions, but are subject to the grievance procedure, Article 41.

37.5 The Executive Director shall notify in writing the employee or employees to be laid off at least ten (10) working days prior to the actual layoff and shall forthwith transmit to the Union the names of those so notified.

#### ARTICLE 38 - RE-EMPLOYMENT LIST

38.1 The name of any employee who has been laid off shall be placed on a re-employment list. The Executive Director shall enter on the appropriate re-employment list(s), as provided for in this article, the name(s) of those employees eligible for re-employment and who desire to be re-employed when vacancies occur in the job title(s). The Union shall receive copies of all such lists and shall be notified of any changes on said lists.

38.2 The name(s) of any laid off employees shall be arranged on the re-employment list(s) in the following manner:

a. A list by job title and the department from which the employee was laid off and by arranging said employees name by total seniority with the Airport Authority.

b. A list of any lower job title(s) that has been determined to be part of the same job series, as provided for in Article 37, and by arranging said employees' name by total seniority with the Airport Authority.

38.3 Employees shall be recalled from the re-employment list according to the following procedure:

1. Sec. 38.2a shall be followed first.
2. Sec. 38.2b shall be followed second.

- 38.4 Employees who have or could be placed on the re-employment list by other articles of this agreement shall have their name placed on appropriate lists as provided for in this article.
- 38.5 To determine if any employee is interested in remaining on such re-employment list(s), the Executive Director shall, on or about the anniversary date of the layoff and when a position becomes available, contact by certified mail each employee who has not been re-employed. Employees shall have fourteen (14) calendar days to respond by certified mail to the Executive Director if they are interested in accepting a position or if they are still interested in remaining on a reemployment list.
- 38.6 The Executive Director may remove an employee's name from the re-employment list for a position in the job title from which the employee was originally laid off if:
1. The employee indicates they are no longer interested in said position; or,
  2. The employee refuses to accept an appointment for such position without giving a satisfactory reason. Employees refusing to accept an appointment for a position in a lower job title than the one from which the employee was originally laid off shall have their names removed from such lower list.

#### ARTICLE 39 - EMPLOYEE SAFETY

- 39.1 The Employer agrees to maintain sanitary and safe working conditions and to maintain adequate and suitable first aid facilities. The Employer shall furnish and maintain adequate safety equipment per OSHA and/or any other federal and Minnesota law. Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which is furnished to them hereunder and comply with the safety, sanitary, and fire regulations issued by the Employer.

#### ARTICLE 40 - PERSONNEL AND LABOR-MANAGEMENT COMMITTEE

- 40.1 A committee consisting of one (1) representative of the Union and one (1) representative of the Airport Authority shall be established to meet and confer on the following functions during the period of this agreement:
- a. Issues: Unless otherwise stated below, all requests for job audits for the purpose of determining whether the specifications for a job title should be amended, whether certain positions should be reclassified to a different job title, or whether there is a need to establish a new job title to describe an existing position shall be reviewed by the Personnel Committee prior to staff audit work; and

- b. Collaboratively addressing problems and developing plans for improving the relationships and operation of the organization.
- 40.2 Upon completion of audit work, a copy of the audit shall be sent to the union no later than fourteen (14) calendar days prior to the date it is scheduled on the Airport Authority agenda.
- 40.3 The Union and the Employer shall negotiate the pay rate for (a) any new or modified job specification or title resulting from a job audit; (b) any new position with a new title created unrelated to a job audit.

#### ARTICLE 41 - GRIEVANCE PROCEDURE

- 41.1 An employee or group of employees with a grievance shall, within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance through the Union in writing to the Executive Director.
- 41.2 The Executive Director shall present the Employer's position in writing to the employee or employees and the Union within seven (7) calendar days after receipt of such grievance. The resolution of grievances settled by the procedure set forth in this paragraph shall be reduced to writing and signed by the employee or employees, the Union and the Employer.
- 41.3 If the grievance is not settled in accordance with the foregoing procedure, the Union may, within nine (9) calendar days after receipt of the reply of the Executive Director submit the grievance to arbitration by serving notice in writing of such submittal upon the Executive Director. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after submittal of the grievance to arbitration and in the event the parties are unable to agree upon an arbitrator within said seven (7) day period, either party may request a panel of seven (7) arbitrators from the Minnesota Bureau of Mediation Services. The parties shall each have the right to alternately strike one (1) name from the panel. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of their selection by a joint letter from the parties requesting that they set a time and a place for a hearing on the grievance, subject to the availability of the parties.
- 41.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They shall consider and decide only the specific issue(s) submitted to them in writing by the parties and shall have no authority to make a decision on any other issue not so submitted to them. More than one grievance may be heard by the same arbitrator by mutual agreement of the parties. Either party may, if it desires, submit a brief to the arbitrator setting forth its position with respect to the issue(s) involved in a grievance. 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 and rules and regulations having the force and effect of law. The arbitrator shall submit their decision in writing to the parties and shall file a copy of such decision with the Bureau of Mediation Services of the State of Minnesota. The decision shall be based solely upon their interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

- 41.5 The decision of the arbitrator shall be final and binding upon the parties.
- 41.6 The fees and expenses of the arbitrator shall be divided equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of such proceedings, the cost shall be shared equally.
- 41.7 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 based on 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 written agreement of the parties involved in each step.
- 41.8 All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the employees involved.
- 41.9 Access to all information necessary to the determination and processing of a grievance shall be made available to all participants to the fullest extent possible under applicable law.

#### ARTICLE 42 - UNION RIGHTS

- 42.1 All new employees shall be informed by the Employer that the Union is the exclusive representative of employees in the unit. The Employer shall provide each new employee with a copy of this Agreement, together with a list of the officers of the Union, and designated steward in the employee's department. All new employees shall also be informed that a fair share fee in lieu of union membership may be charged by the Union as provided by state law.

#### ARTICLE 43 - BLANK ARTICLE

#### ARTICLE 44 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

44.1 The parties acknowledge that the provisions contained in this Agreement constitute the entire agreement between the parties, and that the provisions of this Agreement are not subject to re-negotiation, except with the mutual consent of the parties.

#### ARTICLE 45 - DURATION OF AGREEMENT

45.1 This Agreement shall be effective as of January 1, 2023, and shall remain in full force and effect through December 31, 2025, and thereafter as provided by law.

#### ARTICLE 47- PART-TIME EMPLOYEES

47.1 The part-time employee is an employee who works year-round, and who works approximately 20 hours per week. All paid leave is earned, accrued, and capped at 50% of the full-time rate. The amount of the Employer paid life insurance benefit shall be 50% of the full-time employee's benefit. The part-time employee may enroll in active health insurance and/or dental insurance but they shall pay half of the Employer's share of the premium and pay 100% of the employee's share of the premium (with no reduction for part-time), for the coverage selected, and all other Employer paid contributions shall be at 50% of the full-time rate. If the part-time employee meets the length of service qualifications set forth in Article 20.1, then any Employer paid retiree health insurance benefit under Article 20 shall be at 50% of the full-time rate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on December 20, 2022.

**EMPLOYER**

By   
President, Duluth Airport Authority

By   
Secretary, Duluth Airport Authority

**UNION**

By   
Wendy Wohlwend (Dec 27, 2022 15:33 CST)  
Authorized Representative  
Local 66

By   
Gary Vendela (Dec 27, 2022 15:28 CST)  
Field Representative  
AFSCME Minnesota Council 5

By   
Northern Field Director  
AFSCME Minnesota Council 5

## APPENDIX 1 – JOB TITLE, RANGE/STEPS

<u>Job Title</u>	<u>Range/Step</u>
Airport Executive Assistant	121 A - E
Airport Finance Technician	121 A - E
Airfield Foreman/Maintenance Supervisor	28 A - E
Airport Maintenance III	26 A – E
Airport Maintenance II	24 A - F
Airport Maintenance I	22 A - E
Part-Time Finance Technician	119 A – E
Part-Time Airport Security Specialist	119 A – E

APPENDIX 2 - PAY SCHEDULE EFFECTIVE JANUARY 1, 2023

Range No.		Step A	Step B	Step C	Step D	Step E	Step F
<b>22</b>	Annual	43392	45318	47467	49393	51542	
	Monthly	3616	3777	3956	4116	4295	
	Hourly	20.8618	21.7877	22.8207	23.7467	24.7797	
<b>23</b>	Annual	45318	47467	49393	51542	54005	
	Monthly	3777	3956	4116	4295	4500	
	Hourly	21.7877	22.8207	23.7467	24.7797	25.9638	
<b>24</b>	Annual	47467	49393	51542	54005	56402	58983
	Monthly	3956	4116	4295	4500	4700	4915
	Hourly	22.8207	23.7467	24.7797	25.9638	27.1165	28.3574
<b>25</b>	Annual	49393	51542	54005	56402	58983	
	Monthly	4116	4295	4500	4700	4915	
	Hourly	23.7467	24.7797	25.9638	27.1165	28.3574	
<b>26</b>	Annual	51542	54005	56402	58983	61420	
	Monthly	4295	4500	4700	4915	5118	
	Hourly	24.7797	25.9638	27.1165	28.3574	29.5290	
<b>27</b>	Annual	54005	56402	58983	61420	64276	
	Monthly	4500	4700	4915	5118	5356	
	Hourly	25.9638	27.1165	28.3574	29.5290	30.9021	
<b>28</b>	Annual	56402	58983	61420	64276	67198	
	Monthly	4700	4915	5118	5356	5600	
	Hourly	27.1165	28.3574	29.5290	30.9021	32.3068	
<b>29</b>	Annual	58983	61420	64276	67198	70356	
	Monthly	4915	5118	5356	5600	5863	
	Hourly	28.3574	29.5290	30.9021	32.3068	33.8248	
<b>117</b>	Annual	39213	40929	42488	44283	46183	
	Monthly	3268	3411	3541	3690	3849	
	Hourly	18.8524	19.6776	20.4272	21.2901	22.2034	
<b>118</b>	Annual	40929	42488	44283	46183	48083	
	Monthly	3411	3541	3690	3849	4007	
	Hourly	19.6776	20.4272	21.2901	22.2034	23.1168	
<b>119</b>	Annual	42488	44283	46183	48083	50087	
	Monthly	3541	3690	3849	4007	4174	
	Hourly	20.4272	21.2901	22.2034	23.1168	24.0805	
<b>120</b>	Annual	44283	46183	48083	50087	52210	54712
	Monthly	3690	3849	4007	4174	4351	4559
	Hourly	21.2901	22.2034	23.1168	24.0805	25.1009	26.3040
<b>121</b>	Annual	50913	53468	56075	58669	61263	
	Monthly	4243	4456	4673	4889	5105	
	Hourly	24.4773	25.7056	26.9591	28.2062	29.4534	

APPENDIX 3 - PAY SCHEDULE EFFECTIVE JANUARY 1, 2024

Range No.		Step A	Step B	Step C	Step D	Step E	Step F
<b>22</b>	Annual	44260	46225	48416	50381	52573	
	Monthly	3688	3852	4035	4198	4381	
	Hourly	21.2790	22.2235	23.2771	24.2216	25.2753	
<b>23</b>	Annual	46225	48416	50381	52573	55085	
	Monthly	3852	4035	4198	4381	4590	
	Hourly	22.2235	23.2771	24.2216	25.2753	26.4831	
<b>24</b>	Annual	48416	50381	52573	55085	57530	60163
	Monthly	4035	4198	4381	4590	4794	5014
	Hourly	23.2771	24.2216	25.2753	26.4831	27.6589	28.9246
<b>25</b>	Annual	50381	52573	55085	57530	60163	
	Monthly	4198	4381	4590	4794	5014	
	Hourly	24.2216	25.2753	26.4831	27.6589	28.9246	
<b>26</b>	Annual	52573	55085	57530	60163	62649	
	Monthly	4381	4590	4794	5014	5221	
	Hourly	25.2753	26.4831	27.6589	28.9246	30.1196	
<b>27</b>	Annual	55085	57530	60163	62649	65562	
	Monthly	4590	4794	5014	5221	5463	
	Hourly	26.4831	27.6589	28.9246	30.1196	31.5202	
<b>28</b>	Annual	57530	60163	62649	65562	68542	
	Monthly	4794	5014	5221	5463	5712	
	Hourly	27.6589	28.9246	30.1196	31.5202	32.9529	
<b>29</b>	Annual	60163	62649	65562	68542	71763	
	Monthly	5014	5221	5463	5712	5980	
	Hourly	28.9246	30.1196	31.5202	32.9529	34.5013	
<b>117</b>	Annual	39997	41748	43338	45169	47107	
	Monthly	3333	3479	3612	3764	3926	
	Hourly	19.2295	20.0711	20.8357	21.7159	22.6475	
<b>118</b>	Annual	41748	43338	45169	47107	49045	
	Monthly	3479	3612	3764	3926	4087	
	Hourly	20.0711	20.8357	21.7159	22.6475	23.5791	
<b>119</b>	Annual	43338	45169	47107	49045	51089	
	Monthly	3612	3764	3926	4087	4257	
	Hourly	20.8357	21.7159	22.6475	23.5791	24.5621	
<b>120</b>	Annual	45169	47107	49045	51089	53254	55807
	Monthly	3764	3926	4087	4257	4438	4651
	Hourly	21.7159	22.6475	23.5791	24.5621	25.6029	26.8301
<b>121</b>	Annual	51931	54537	57196	59842	62488	
	Monthly	4328	4545	4766	4987	5207	
	Hourly	24.9669	26.2197	27.4982	28.7704	30.0425	

APPENDIX 4 - PAY SCHEDULE EFFECTIVE JANUARY 1, 2025

Range No.		Step A	Step B	Step C	Step D	Step E	Step F
<b>22</b>	Annual	45146	47149	49385	51389	53624	
	Monthly	3762	3929	4115	4282	4469	
	Hourly	21.7046	22.6679	23.7427	24.7060	25.7808	
<b>23</b>	Annual	47149	49385	51389	53624	56187	
	Monthly	3929	4115	4282	4469	4682	
	Hourly	22.6679	23.7427	24.7060	25.7808	27.0128	
<b>24</b>	Annual	49385	51389	53624	56187	58681	61366
	Monthly	4115	4282	4469	4682	4890	5114
	Hourly	23.7427	24.7060	25.7808	27.0128	28.2120	29.5030
<b>25</b>	Annual	51389	53624	56187	58681	61366	
	Monthly	4282	4469	4682	4890	5114	
	Hourly	24.7060	25.7808	27.0128	28.2120	29.5030	
<b>26</b>	Annual	53624	56187	58681	61366	63902	
	Monthly	4469	4682	4890	5114	5325	
	Hourly	25.7808	27.0128	28.2120	29.5030	30.7220	
<b>27</b>	Annual	56187	58681	61366	63902	66873	
	Monthly	4682	4890	5114	5325	5573	
	Hourly	27.0128	28.2120	29.5030	30.7220	32.1506	
<b>28</b>	Annual	58681	61366	63902	66873	69913	
	Monthly	4890	5114	5325	5573	5826	
	Hourly	28.2120	29.5030	30.7220	32.1506	33.6120	
<b>29</b>	Annual	61366	63902	66873	69913	73198	
	Monthly	5114	5325	5573	5826	6100	
	Hourly	29.5030	30.7220	32.1506	33.6120	35.1913	
<b>117</b>	Annual	40797	42583	44205	46072	48049	
	Monthly	3400	3549	3684	3839	4004	
	Hourly	19.6141	20.4726	21.2524	22.1502	23.1005	
<b>118</b>	Annual	42583	44205	46072	48049	50025	
	Monthly	3549	3684	3839	4004	4169	
	Hourly	20.4726	21.2524	22.1502	23.1005	24.0507	
<b>119</b>	Annual	44205	46072	48049	50025	52111	
	Monthly	3684	3839	4004	4169	4343	
	Hourly	21.2524	22.1502	23.1005	24.0507	25.0533	
<b>120</b>	Annual	46072	48049	50025	52111	54319	56923
	Monthly	3839	4004	4169	4343	4527	4744
	Hourly	22.1502	23.1005	24.0507	25.0533	26.1150	27.3667
<b>121</b>	Annual	52970	55628	58340	61039	63738	
	Monthly	4414	4636	4862	5087	5312	
	Hourly	25.4662	26.7441	28.0482	29.3458	30.6433	

EMPLOYEE SENIORITY LIST

	<u>Employee Number</u>	<u>Hire Date</u>	<u>Seniority Date</u>
<u>Airfield Foreman</u> Paul Sinnott	568	10/20/97	06/30/08
<u>Maintenance Supervisor</u> Dan Taylor	938	06/04/01	05/02/04
<u>Airport Maintenance III</u> Matthew Johnson	1243	03/29/04	07/01/13
Roger Engelmeier	2983	11/17/08	11/17/12
<u>Airport Maintenance II – Airside &amp; Fleet</u> Wade Cossalter	2368	08/13/12	08/13/16
Derek Anderson	4261	01/05/15	01/05/19
<u>Airport Maintenance II – Facilities &amp; Landside</u> John Orrey	4734	01/07/15	01/07/15
<u>Airport Maintenance I – Airside &amp; Fleet</u> Tristan Durfee	6120	06/22/2020	06/22/2020
Justin Tibodeau	5544	09/07/2021	09/07/2021
Nathan Evens	6726	05/09/2022	05/09/2022
<u>Airport Maintenance I – Facilities &amp; Landside</u> Michael Fellersen	6021	08/22/2022	08/22/2022
<u>Executive Assistant</u> Krista Busse	6897	11/07/22	11/07/22
<u>Part Time Finance Technician &amp; Part Time Airport Security Specialist</u> Amanda McDonald	6486	09/06/2021	09/06/2021

# 2023-2025 DAA - AFSCME CBA - FINAL

## Approved 12202022

Final Audit Report

2022-12-27

Created:	2022-12-20
By:	Joelle Bodin (jbodin@duluthairport.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA08IfLZZII9HcMitea-V5DXo48B_FOj

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