

2025-2027
AGREEMENT
BETWEEN THE
CITY OF DULUTH
AND
LOCAL 66 OF A.F.S.C.M.E., COUNCIL 5
FOR
BASIC UNIT EMPLOYEES

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THIS AGREEMENT deemed effective January 1, 2025, is entered into by and between the City of Duluth, hereinafter called the "Employer," and LOCAL 66 of A.F.S.C.M.E., represented by A.F.S.C.M.E. Minnesota Council 5, hereinafter called the "Union."

ARTICLE 1 - 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 Statute.

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 for the citizens of Duluth. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - DEFINITIONS

2.1. City Administrator means the City Administrator to the Mayor of the City of Duluth.

2.2. Appointing Authority means the City Administrator, department head or acting department head.

2.3. Assignment - an order from the Employer to an Employee directing the Employee to perform work in the same department and in the same job classification.

2.4. Basic Annual Pay means the Employee's monthly salary as provided for in Appendix 2, 3, 4, and 5 of this Agreement added to the Employee's longevity award as provided for in Article 9 of this Agreement multiplied by twelve (12).

2.5. Basic Hourly Rate, for all purposes, means the Employee's Basic Annual Pay divided by 2080 in the case of Employees whose normal workweek is forty (40) hours and divided by 1950 in the case of Employees whose normal workweek is thirty-seven and one-half (37 ½) hours. The Basic Hourly Rate shall be calculated to the nearest \$.0001.

2.6. Basic Monthly Pay means the Employee's monthly salary provided for in Article 8 of this Agreement.

2.7. Board means the Civil Service Board of the City of Duluth.

2.8. Board of Trustees means the governing body of the Joint Powers Enterprise and the Joint Self Insurance Pool.

2.9. 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, military leave, layoffs, or absence due to injury or illness that was compensable under Minnesota Workers' Compensation Act or, for a period not to exceed two years, while on long term disability.

2.10. Demotion. Instruction from employer to Employee that the Employee shall work in a different job classification, which classification is in a lower salary range than the one the Employee had been in before receiving said instruction from the employer.

2.11 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).

2.12. Employee A person employed by the Employer who is a member of the formally recognized bargaining unit represented by the Union.

2.13. Temporary Employee. An Employee hired by the Employer for a fixed duration of one year or less.

2.14. Grievance means a dispute or disagreement as to the interpretation or application of the terms of this Agreement.

2.15. Immediate Family. Any parent, stepparent, child, stepchild, brother, stepbrother, sister, stepsister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent-in-law, principal of power-of-attorney or health care agent, ward or legal dependent of the Employee.

2.16. Involuntary Transfer. A Transfer of an Employee which is ordered by the Employer even though the Employee is opposed to the Transfer.

2.17 Joint Powers Agreement or JPA means the joint powers agreement entered into and among the Members.

2.18 Joint Powers Enterprise means the enterprise jointly created by the Members and reflected in the Joint Powers Agreement.

2.19 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.

2.20 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 Duluth Airport Authority, the Duluth Entertainment and Convention Center, 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.

2.21. Non-duty Disability. A physical condition which renders an Employee incapable of performing the work within their classification assigned to them by the Employer, and which is not compensable under the worker's compensation law.

2.22 Non-bargaining Unit Part-time Employee. An employee under Minn. Stat.

§179A.03, subd. 14(A)(5), as amended, whose service does not exceed the lesser of 14 hours per week or 35 percent of the normal work week in the Employee's appropriate unit.

2.23. Non-bargaining Unit Temporary Employee. An employee under Minn. Stat. §179A.03, subd. 14(A)(6), as amended, whose Position is basically temporary or seasonal in character and (1) is not for more than 67 working days in any calendar year; or (2) is not for more than 100 working days in any calendar year and the employee is under the age 22, is a full-time student enrolled in a nonprofit or public educational institution prior to being hired by the Employer, and has indicated, either in an application for employment or by being enrolled at an educational institution for the next academic year or term, an intention to continue as a student during or after their temporary employment.

2.24. Part-Time Employee. An Employee who works year-round, and who works more than 14 hours weekly, but not more than 30 hours weekly averaged per pay period.

2.25 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.

2.26. Position. A job that the Employer has determined shall be performed by one person in a single job classification.

2.27. Seasonal Employee. An Employee who works more than 100 days in a calendar year, but not more than 1,040 hours in that calendar year, and who is only eligible to work from April 1 – November 1 of each year.

2.28. Secretary means the Secretary of the Civil Service Board of the City as defined in Chapter 13 of the City Code.

2.29. Shift means a stipulated eight (8) hour work period for Employees whose normal workweek is forty (40) hours and a seven and one-half (7 ½) hour period for Employees whose normal workweek is thirty-seven and one-half (37 ½) hours.

2.30. Supervisor means an Employee of the City who has been determined by the Director of Mediation to be a Supervisor.

2.31 Transfer. Directing an Employee to perform work in the same job classification and at the same salary range but in a different department of the City than the one the Employee had been working in before the Transfer.

2.32 Unlawful Discrimination. Discrimination based race, color, religion national origin, sex, gender, gender identity, marital status, familial status, disability, receipt of public assistance, age, sexual orientation, and/or local human rights commission activity.

2.33. Voluntary Transfer. A Transfer requested and agreed to by the Employee transferred.

ARTICLE 3 - RECOGNITION

3.1. The Employer recognizes the Union as the exclusive bargaining representative of all Employees working in the classified service excluding police, fire, confidential and supervisory Employees as certified by the Bureau of Mediation Services and also defined as public Employees in Minnesota Statutes, Section 179A.03, Subd. 14.

3.2. In the event that any new job classification is created within the City after the effective date but during the term of this Agreement, and such Position is filled by the City, 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 Minnesota Bureau of Mediation Services for a unit designation for such person.

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 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, and the Charter of the City of Duluth. In the event any provision of this Agreement shall be held unlawful and unenforceable by any court or administrative agency of the State of Minnesota or United States of competent jurisdiction, 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 14 through 39 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 116 through 142 and pay ranges 4 through 10 the normal workweek shall be thirty-seven and one-half (37 ½) hours and the normal workday shall be seven and one-half (7 ½) hours.

7.3. For computation of overtime, the workweek will end at 11:59 PM Saturday except for Employees working at the Lakewood Water Treatment Facility; their workweek will end at 9:59 PM Saturday.

7.4. Notwithstanding any provision in this Agreement to the contrary, Employees working the Police Record Bureau may be scheduled to work Shifts consisting of seven and one-half (7 ½) consecutive hours of work with no lunch periods.

7.5. The Employer and the Union agree that overtime pay and other benefits shall be negotiated for Employees who may work schedules that provide for other than thirty-seven and one-half (37 ½) hours per week with seven and one-half (7 ½) hour days and forty (40) hours per week with eight (8) hour days.

7.6. An Employee's work schedule shall not be changed without seven (7) calendar days' notice, unless mutually agreed upon by the Employee and Employer in writing.

7.7. Flexible Scheduling

- A. This Part 7.7 applies to any Employee who chooses to work approved flexible schedules.
- B. The assignment of work, and of work schedules, shall continue to be a right of management, except as expressly modified by this Agreement. The Employer may implement a work schedule that results in hours of work that are different from those otherwise generally agreed upon in this Agreement, including Articles 7.1 and 7.2. Participation in the new approved work schedule must be voluntary on the part of the Employee. Implementation of flexible scheduling shall not result in any loss of the Employer's rights to set schedules or assign work.
- C. The Employees may be scheduled to regularly work the hours each work day, and the work days in each work week which are decided upon, after conferring, by the Employee and their Supervisor, and posted by the Employer.
- D. Each Employee will be eligible for overtime rate of pay after they worked at least 40 hours in a week for those Employees covered by Article 7.1 and 37.5 hours in a week for Employees covered by Article 7.2 in that work week.
- E. If the Employee and the Supervisor of a work group decide that the work group shall use individual work schedules rather than a group schedule, the following shall apply:
 1. The Employee shall request an individual schedule.
 2. The Employee and immediate Supervisor shall agree upon a schedule in writing.

3. The Employer must approve the schedule to be implemented in writing.
 4. Any schedule implemented must not violate the established schedule limits.
- F. The Employer retains the right to establish such work schedules as it deems necessary to carry out its operations, and the Employer retains the right to rescind any flexible schedules subject only to the Employee notification requirements of Article 7.6.
- G. An Employee's request to work a flexible schedule will not be unreasonably denied. If the request is denied, the supervisor will promptly provide the reason(s) for the denial in writing to the Employee. The Employee may appeal their supervisor's denial to their Department Director. Denials of flexible scheduling requests are not subject to Article 45 (Grievance Procedure).

ARTICLE 8 - WAGE PROGRESSION - CAFETERIA PLAN CONTRIBUTION

8.1. Effective January 1, 2025, each Employee's Basic Hourly Rate shall be increased by 2.5% as a general wage increase, plus an additional 2.0% as a market adjustment as indicated in Appendix 2. Effective January 1, 2026, each Employee's Basic Hourly Rate shall be increased by 3.0% as a general wage increase, plus an additional 3.5% as a market adjustment as indicated in Appendix 3. Effective January 1, 2027, each Employee's Basic Hourly Rate shall be increased by 2.5% as a general wage increase, plus an additional 3.5% as a market adjustment as indicated in Appendix 4. Effective July 1, 2027, each Employee's Basic Hourly Rate shall be increased by 0.5% as a market adjustment as indicated in Appendix 4.

8.2. An Employee appointed to a permanent Position of the classified service from a Civil Service employment list (open examination) shall be placed in step A of the appropriate pay range as shown in Appendixes 1-3, or except when otherwise recommended and justified by the Appointing Authority with the approval of the City Administrator.

8.3. When an Employee is promoted or reclassified to a higher Position 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 and placed within the new pay range. Placement will be based on experience, qualifications, length of service, and other relevant factors permitted by law. Placement will be by mutual agreement between the Employee and Employer. The Employer will provide notice to the Union of the newly agreed upon salary placement at least five days prior to the new salary placement going into effect.

8.4. Employees shall remain at the assigned step as specified above until completion of six (6) months service in a permanent Position, at which time they shall advance one (1) step in the pay range in the applicable Appendix and the Employee shall thereafter advance one (1) step in the pay range for each additional twelve (12) months of service; however, salary progression for an Employee in a non-J.A.T.C. apprenticeship program shall be governed as specified in Appendix 5. If the Employer does not offer course(s) as required in Appendix 5, the Employee shall advance to the next pay step when otherwise eligible. When the Employer offers such course(s), the Employee shall be required to take such course(s) or the Employee will have their salary reduced to the next lower step and the Employee shall remain at such step until they complete the course(s).

8.4.1. Effective January 1, 2026, a new Step F will be added to the Basic Pay Plan in the appendices of this agreement. Step F will be a 4.0% increase from Step E. If an Employee has been at Step E for 12 months as of December 31, 2025, the Employee shall move to Step F effective January 1, 2026. If an Employee has been at Step E for less than 12 months as of December 31, 2025, the Employee shall move to Step F after 12 months of service at Step E.

8.5. No Employee shall be required to work out of class in a higher job classification without the Employee's consent. Any Employee assigned in writing by the Appointing Authority or their authorized representative to work out of class in a higher classification within a work site shall have their salary increased to that step in the pay range for the classification in which the Employee is assigned to work which step is next over the salary they were receiving prior to such out-of-class Assignment.

- A. The Appointing Authority or their designee shall select the Employee by seniority in the next lowest class and then lower classes in the work unit, provided said Employee possesses any license required by job specifications.
- B. No out-of-class pay shall be paid where such Assignment is for a period of less than two hours. All assigned overtime hours worked out-of-class shall be paid using the out-of-class rate as the Basic Hourly Rate for purposes of overtime pay calculation under Article 17 (Overtime.)
- C. Out-of-class pay shall not be paid for Employees being trained within a City-approved training program.
- D. No such Assignment shall exceed ninety (90) working days unless mutually agreed upon in writing between the Employee, Employer, and the Union, at which time a determination shall be made to permanently fill or vacate the Position.
- E. The City Administrator, or their designee and the Union shall receive a copy of all written Assignments for review for appropriateness of Assignment.

8.6. The Employer and the Union agree there shall be Apprenticeship Programs as established in Appendix 5.

8.7. Notwithstanding any other provision of this article to the contrary, any Employee who subsequent to August 1, 1980, commences employment in a Position as a participant in an apprenticeship or training program which is approved by the Joint Apprenticeship Training Committee (J.A.T.C.) shall be compensated in accordance with the following formula:

TRAINING WAGE FORMULA

<u>Program Years</u>	<u>5 years</u>	<u>4½ years</u>	<u>4 years</u>	<u>3 years</u>	<u>2 years</u>	<u>1 year</u>
0-6 months	Entrance	Entrance	Entrance	Entrance	Entrance	Entrance
6-12 months	79%	84%	86%	78%	80%	88%
12 months	80%	86%	88%	81%	88%	100%
18 months	82%	88%	90%	84%	94%	
24 months	84%	90%	92%	92%	100%	
30 months	86%	92%	94%	96%		
36 months	88%	94%	96%	100%		
42 months	92%	96%	98%			
48 months	94%	98%	100%			
54 months	97%	100%				
60 months	100%					

When a Utility Service Person promotes to a Utility Services Specialist Apprentice, that Employee shall be placed at the 92% level. The Employee will move to the 94% level after six months.

When a Meter Reader promotes to a Utility Service Person, that Employee shall be placed at the 92% level. The Employee shall move to the next step after such Employee completes the necessary requirements, in accordance with the J.A.T.C. rule, for advancement to that step.

Notwithstanding any other provisions of this article to the contrary, any Employee who commences employment in a Position contained in the J.A.T.C. Financial Analyst Program, shall be compensated in accordance with the percentage pay plan that is listed below. Except where otherwise limited to the J.A.T.C. Approved program description, a participant's advancement through this plan shall be as follows:

- A. One step shall be earned for completion of each 16.67 hours of J.A.T.C. approved training; and

B. Two steps shall be earned for completion of each 600 hour unit of O.J.T. Hours (the approximate amount of O.J.T. accumulated in 6 months of employment).

1 (entrance)	70.00%	21	85.75%
2	70.75%	22	86.50%
3	71.50%	23	87.25%
4	72.25%	24	88.00%
5	73.75%	25	88.75%
6	74.50%	26	89.50%
7	75.25%	27	90.25%
8	76.00%	28	91.00%
9	76.75%	29	91.75%
10	77.50%	30	92.50%
11	78.25%	31	93.25%
12	79.00%	32	94.00%
13	79.75%	33	94.75%
14	80.50%	34	95.50%
15	81.25%	35	96.25%
16	82.00%	36	97.00%
17	82.75%	37	97.75%
18	83.50%	38	98.50%
19	84.25%	39	99.25%
20	85.00%	40 (completion)	100.00%

Administration of the J.A.T.C. Financial Analyst Program pay provisions shall be as follows:

- A. Upon entry into this program, an Employee’s compensation shall be established at the higher of the following amounts:
 - 1. the percentage rate in the pay plan which corresponds to the amount of advanced standing approved for that Employee by the J.A.T.C.; or, for current Employees only,
 - 2. the percentage rate in the pay plan which is next over the Employee’s current rate of pay.
- B. An Employee’s participation in and progress through this program shall be in accordance with the procedures of the J.A.T.C.

8.8. The entrance and completion rates of pay for each such program shall be determined by the Labor-Management Committee, but shall be within the minimum and maximum monthly rates of pay specified for the Position by Appendixes 1-4. The percentages indicated in the above formula shall mean percentages of the completion rate of pay so determined. The J.A.T.C. shall monitor changes to Appendixes 1-4 so as to insure that appropriate entrance and completion rate adjustments are made in connection with related changes made to Appendixes 1-4. When an Employee enters a J.A.T.C. program, the Employee shall not receive pay less than what the Employee was being paid in the Employee’s previous classification. An Employee who voluntarily demotes or is demoted to a J.A.T.C. Program shall receive not less than two steps below 100% of the top rate of the apprentice classification. The J.A.T.C. Committee shall have the

authority to determine which step the demoted Employee will receive.

8.9. Compensation increases authorized by the above formula shall be implemented only if the Employee has served the time indicated and has satisfactorily completed the appropriate program training, which shall be verified by the J.A.T.C.

8.10. 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 amounts listed below available to the Employee for contribution to the Employer's Internal Revenue Code Section 125 cafeteria plan program.

- A. \$304 per month for each eligible regular Employee either declining both single-hospital and family medical benefit plan coverage (must provide proof of other coverage which meets the Affordable Care Act's minimum essential coverage requirements) or electing single hospital medical benefit plan coverage; or
- B. \$229 per month for each eligible regular Employee electing family hospital-medical benefit plan coverage.
- C. Amounts contributed for regular Part-time Employees shall be prorated pursuant to Article 54.

ARTICLE 9 - LONGEVITY AWARD

9.1. In addition to the monthly pay prescribed herein, any Employee who has been Continuously Employed by the City 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 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 by the City 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. Effective January 1, 2027, any employee who has been Continuously Employed by the City for a number of qualified pay periods, the total of which is not less than twenty-four (24) years, shall receive from and after the beginning of the next pay period following completion of their twenty-fourth year of service, a monthly longevity award equal to four percent (4%) of their Basic Monthly Pay. Such longevity award shall be computed to the nearest cent per pay period. The term "qualified pay period" shall mean any regular minimum period of time at the end of which full-time Employees of the City are regularly paid and during which the Employee was employed and/or paid by the City for not less than three-fourths ($\frac{3}{4}$) of the normal working hours of the Position they then occupied.

9.2. In cases where Employees have completed a sufficient number of years of service in the Police or Fire Departments of the City to qualify for police or fire pension benefits, the period of service of such an Employee in the Police or Fire Department shall not be considered in computing the longevity award to which such Employee may be entitled under this article.

ARTICLE 10 - SHIFT DIFFERENTIAL

10.1. Employees working a regular Shift commencing between the hours of 12:00 p.m. and 10:00 p.m., shall, in addition to their monthly pay, receive a Shift differential equal to \$1.25 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., including Library Employees, shall, in addition to their monthly pay, receive a Shift differential equal to \$2.25 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 17 of this Agreement. Part-time Employees are eligible for shift differential pursuant to this Article.

ARTICLE 11 - UNIFORMS

It shall be the responsibility of Employees to maintain uniforms in a neat and presentable manner. All Employees who are issued uniforms shall be required to wear them while on duty. All uniform items shall have Employer furnished identification patches sewn on them. All uniform items shall be purchased from a vendor designated by the Employer. The parties agree to meet and confer regarding Employer provided uniforms and/or uniform allowances for Employees in a new job classification not otherwise covered under this Article 11. Uniforms shall be provided by the Employer for Employees working in the following departments or divisions as follows:

11.1. Public Works and Utilities Department

- A. In the Customer Service (Comfort Systems), Utility Operations, Street Maintenance Division and Traffic Operations Divisions, all Employees, excluding clerical Employees, shall receive an initial uniform issue of: five (5) pants, five (5) shirts, one (1) lined denim jacket, and one (1) winter jacket/coat with hood.
 - 1. All Employees covered under this Article 11.1(A) shall receive a clothing allotment of \$350 per calendar year.
 - 2. In addition to those uniforms furnished in this article, coveralls/bibs or insulated coveralls/bibs if available (Employee’s choice) shall be furnished to eligible Employees when requested. Fire resistant coveralls will be furnished to Employees in situations where Supervisors determine that their employees will be working in hazardous conditions.
 - 3. All jackets, shirts and coveralls shall have identification patches furnished by the Department sewn on them.
 - 4. Upon approval of Employee’s Supervisor, up to two (2) replacement uniforms or other articles of clothing may be furnished by the Department each year.
- B. Employees assigned permanently to do Sewer Maintenance and Operation work shall be furnished one set of coveralls/bibs or insulated coverall/bibs if available (Employee’s choice) per week, and they shall receive a clothing allotment of \$350 per calendar year. In addition, they will be supplied:
 - 1. At least one change per day of pants and shirt (minimum).
 - 2. At least one extra change per week (a total of six (6) per week).
- C. Bridge Employees shall be furnished with three (3) sets of coveralls for use while engaged in bridge maintenance; coveralls/bibs or insulated coveralls/bibs if available (Employee’s choice) shall be maintained by the department.
- D. Pipeline welders shall receive a maximum reimbursement of \$475 per calendar year for Employer-approved uniform items under this Article.
- E. Engineering Division. Engineering Division employees who are required to work outside for substantial periods of time as determined by their supervisor, shall be

furnished with one set of coveralls/bibs or insulated coveralls/bibs if available (Employee’s choice) and additionally shall receive \$350 per calendar year for replacement of damaged clothing.

11.2. Property, Parks, and Libraries Department

A. Park Maintenance Division and Facilities Maintenance Division Employees, excluding clerical, shall receive an initial uniform issue of: five (5) pants, five (5) shirts, one (1) lined denim jacket, and one (1) winter jacket/coat with hood.

1. All Employees covered under this Article 11.2(A) shall receive a clothing allotment of \$350 per calendar year.
2. In addition to those uniforms furnished in this article, coveralls/bibs or insulated coveralls/bibs if available (Employee’s choice) shall be furnished to eligible Employees when requested.
3. Upon approval of Employee's Supervisor, up to two (2) replacement uniforms or other articles of clothing may be furnished by the Department each year. All Employees who are issued uniforms shall be required to wear them while on duty.

B. Recreation Specialists and Trails Coordinators shall be furnished: one (1) winter jacket or approved winter outerwear; one (1) pair of cold weather foot ware; and one (1) light jacket.

C. All Fleet Maintenance Division employees shall be furnished one (1) set of laundered coveralls, one (1) pair of laundered pants, and one (1) laundered shirt per work day by the Employee’s Department. Additionally, Employees filling these positions shall receive an initial issue of one (1) winter jacket and coveralls/bib or insulated coveralls/bibs if available (Employee’s choice) which shall be replaced upon approval by the Employee’s Supervisor.

11.3. Police Department:

A. Traffic Division: Parking Agents shall be furnished the following items upon initial employment and replacement items as needed:

- | | |
|---|---------------------|
| 1 jacket | 1 jacket liner |
| 4 pairs of pants and/or insulated pants | (Employee’s choice) |
| 1 rain/shine coat | |
| 1 winter coat | 1 pair snow boots |
| 2 pair shoes | 8 shirts |
| 1 brimmed hat | 1 winter hat |
| 2 pair of shorts | |

B. Employees assigned permanently to the animal shelter will be supplied:

1. At least one change per day of pants and shirt (minimum).
2. At least one extra change per week (total of six (6) per week).

11.4. Effective April 1, 1981, all Employees or groups of Employees who have been receiving uniforms or coveralls as provided for under this article, shall continue to receive said coveralls/bibs or insulated coverall/bibs if available (Employee’s choice) and uniforms as previously provided, however, any change or addition to this article shall only be done with the agreement of the Department Head or their designee and with all the affected Employees. All

Employees so affected shall be treated the same as to the distribution or wearing of uniforms.

11.5. An Employee entitled to receive uniform items under this Article may substitute suitable workplace footwear as approved by the Employer and/or t-shirts purchased from a designated City vendor for the items, or part of them, so long as the total uniform cost to the Employer is not increased by the substitution.

11.6. Welders in Fleet Maintenance Division shall be furnished a boot allowance of \$250 per calendar year.

11.7. Life Safety Division. Employees in the Life Safety Division, as determined by management, shall receive a clothing allotment of \$350 per calendar year.

11.8. Information Technology Division. Communications Infrastructure Technicians, excluding clerical, shall receive an initial uniform issue of: five (5) pants, five (5) shirts, one (1) lined denim jacket, and one (1) winter jacket/coat with hood. Communications Infrastructure Technicians shall be furnished shop coats as needed.

11.9 Construction Services Division. Employees who are required to perform inspection services, as determined by the construction services manager in the Construction Services Division, shall receive a clothing allotment of \$350 per calendar year.

ARTICLE 12 - EMPLOYEE ALLOWANCES

12.1. Any Employee required to work twelve (12) or more consecutive hours shall be provided a meal allowance of fifteen dollars (\$15.00), which shall be added to the Employee's pay.

12.2. Employees working in the Public Works and Utilities Department and Street Maintenance Divisions of the City who are ordered to report for emergency duty of three and one-half (3 ½) hours or more and are required to continue working into the next day Shift shall be provided the opportunity to eat breakfast on duty time, which time shall not exceed one-half (½) hour.

12.3. The Employer shall offer, and Employees may participate in, flexible spending accounts for parking and/or transportation.

12.4. The Employer shall provide a wireless communication device to employees when the Employee is required by the Employer to communicate via wireless communication for their duties.

12.5. Beginning January 1, 2025, the City will provide 40 parking stalls in City Lot A, 30 parking stalls in the Library-Depot Lower Lot, and 50 parking stalls in the Library-Depot Upper Lot parking for Employees to park in free of charge during their Shifts. The 30 parking stalls in the Library-Depot Lower Lot shall be available from November 1 through April 30 of each year. The Union shall determine how said parking stalls are allocated among its members.

ARTICLE 13 - INCENTIVE AWARDS

13.1. In addition to all other compensation paid to an Employee pursuant to this Agreement, any Employee may be paid additional compensation from time to time in accordance with the rules and regulations of the City Employee Incentive Awards Program. The rules and regulations for such program shall be established by the Mayor and shall be effective upon the filing of a copy of such rules and regulations in the office of the City Clerk. The Mayor may amend such rules and regulations from time to time and such amendments shall be effective thirty (30) days after filing a copy thereof in the office of the City Clerk.

13.2. Any Employee who is recognized as Employee of the Month or Employee of the Year may receive up to fifteen hundred dollars (\$1,500) in additional pay or benefits per year.

ARTICLE 14 - LIFE INSURANCE

14.1. The Employer shall purchase group term life insurance for each eligible Employee in the amount of Fifty Thousand Dollars (\$50,000). All Employees shall receive such life insurance coverage on the first day of the month following the date of hire.

14.2. Such insurance terminates on the last day of the month in which an Employee terminates their employment. Employees are responsible to contact the Human Resources Office at least one (1) month prior to termination to verify any insurance benefits due after termination.

14.3. While an Employee is entitled to receive long-term income protection pursuant to Article 31 of this Agreement, the Employer shall maintain such life insurance coverage for such Employee as it does for active Employees.

ARTICLE 15 - LIFE INSURANCE - RETIREES

15.1. The Employer shall pay the full cost for the purchase of term life insurance for any Employee who retires from employment with the City; after having been employed by the City for such total time so as to be qualified by such employment to receive retirement benefits from the Public Employees Retirement Association. The amount of such insurance coverage shall be \$25,000.

ARTICLE 16 - TOOL REPLACEMENT & ALLOWANCE

16.1. Those Employees required to furnish their own tools shall be reimbursed by the Employer for the cost of replacing any personal tools which are damaged or worn to the extent they are no longer usable. The tools for which replacement is being requested shall be turned over to the Employee's Supervisor, who shall have the authority to authorize the purchase of a new tool.

16.2. Fleet Services Division.

A. During the period of this Agreement, the Employer will insure replacement of tools lost due to fire or theft, for Vehicle Maintenance Technicians, Vehicle Repair Specialist, Heavy Equipment Mechanics, Industrial Equipment Technicians, Fleet Services Leadworkers, and Welders (in Fleet Services Division).

B. Effective January 1, 2025, the Basic Hourly Rate for Vehicle Maintenance Technicians, Heavy Equipment Mechanics, Industrial Equipment Technicians,

Fleet Services Leadworkers, Vehicle Repair Specialists, and Welders (in Fleet Services Division) shall include an amount to compensate those Employees for providing their own tools. [\$1.00 per hour in 2025]

- C. In order to receive the benefits of this article, an Employee must purchase and use tools that have a lifetime free replacement warranty and use the warranty to replace tools. In the event that a lifetime free replacement warranty is not available, the Employer shall repair or replace a tool that is damaged or worn to the extent they are no longer usable.

ARTICLE 17 - OVERTIME & COMPENSATORY TIME OFF

17.1. Rates of Compensation:

- A. Except as provided in this article, Employees who are required by their 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 ½) times their current Basic Hourly Rate or with compensatory time off at the rate of one and one-half (1 ½) hours for each excess hour worked as provided in Section 2 of this article.
- B. Employees whose normal work week is thirty-seven and one-half (37 ½) hours, when required by their Employer and according to Section 5 of this article, to work in excess of their normal work week or work day, but not in excess of forty (40) regular hours in any week or eight (8) hours in any day, shall, for such excess hours either receive pay at their current Basic Hourly Rate or be granted compensatory time off at the rate of one (1) hour for each hour worked according to Section 2 of this article.
- C. Overtime shall be computed to the nearest fifteen (15) Minutes.
- D. Effective January 1, 2016, all paid leave hours except sick leave shall be considered hours worked for purposes of daily and weekly overtime pay.

17.2. Compensatory Time Off:

- A. All Employees may earn an unlimited amount of compensatory time off during the year, but Employees may not bank (hold) more than two-hundred (200) compensatory time off hours as of the end of any pay period. Any unused, accrued compensatory time off hours over two-hundred (200) hours at the end of each pay period shall be paid to Employees based on the Employees' Basic Hourly Rate as of the end of that pay period. The Employer shall maintain records of all compensatory time off earned, used, accrued, and paid to Employees.
- B. The distribution of compensatory 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 or not the interests of the Employer would be served by permitting Employees to take such time off and whether such time off may be taken without undue interference with the Employer's operations.
- C. Employees may cash out some or all of their accrued compensatory time off during any pay period, based on the Employees' Basic Hourly Rate as of the end of that pay period. Employees may carryover up to 40 hours of compensatory time off from one calendar year into the next calendar year. Any remaining, unused,

accrued compensatory time off over 40 hours remaining at the end of the calendar year shall be paid to such Employee in the paycheck covering the last pay period fully within that year, based on Employee's Basic Hourly Rate as of the last day of that calendar year. Employees who do not want to carryover up to 40 hours of compensatory time off must notify the Payroll Division no later than December 15th of each year.

17.3. The working of overtime by an Employee shall be voluntary except in cases where the Supervisor determines that work is necessary to protect property or human life. For purposes of distribution of overtime, overtime refused is to be considered overtime worked.

17.4. Except for Employees assigned to standby duty under Article 18 of this Agreement, 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.

17.5. In Fleet Services, callout will occur as follows:

- A. When the Employer determines that the work to be done is heavy equipment work, callout will be in this order: a Leadworker, heavy equipment mechanic(s), Vehicle Repair Specialist(s) with a CDL, other Leadworker(s).
- B. When the Employer determines that the work to be done is light equipment work, callout will be in this order: a Leadworker, Vehicle Maintenance Technician(s), Vehicle Repair Specialist(s), Heavy Equipment Mechanic(s), other Leadworker(s).

17.6. In the Park Maintenance Division, callout will occur as follows:

- A. When the Employer determines that the work to be done is Forestry related, callout will be in this order: City Forester, Park Maintenance Worker(s), Maintenance Worker(s), then other Leadworker(s). The responding Forester or their designee shall determine appropriate size of crew to safely perform the required duties.
- B. When the Employer determines that the work to be done is Park Maintenance, callout will be in this order: a Leadworker, Park Maintenance Worker(s), Maintenance Worker(s), Seasonal Groundkeeper(s), other Leadworker(s), and then the City Forester.

17.7. Park Maintenance Workers Performing Snow Removal.

- A. Park Maintenance Workers may be required to perform streets and parks snow removal during their regular work Shifts.
- B. When deemed necessary by the Park Maintenance Supervisor, or their designee, Park Maintenance Workers voluntarily performing snow removal afterhours (outside of their regular work Shift), shall continue to perform snow removal work when their afterhours work continued into their regular work hours.
- C. Park Maintenance Workers shall be granted priority and shall be utilized before Public Works and Utilities Department employees to work both regular and afterhours snow removal hours.
- D. Out-of-class assignments for snow removal shall only be allowed if no Street Maintenance Division and Parks Maintenance Workers are available, or if the Public Works & Utilities Department Director, or their designee, deem it necessary

to obtain out-of-class work from other Departments.

ARTICLE 18 - STANDBY SCHEDULING AND PAY

The term “standby” is limited to a status in which an Employee, though off duty, is required by the Employer, to be available for duty. The Employee should receive clear advance notice that they will be on “standby”. For purposes of this Article, “holiday” shall mean the actual date of the holiday rather than the observed day of the holiday when those dates differ.

18.1. Standby may or may not be scheduled at the discretion of the Department Director or their designee.

18.2. A standby schedule of qualified Employees for standby duty shall be established annually, and posted no later than the first of December of the preceding year. Qualified Employees shall be scheduled on a continuous rotation. The Employees will be ranked on the list, by division seniority (first date of employment in division) and voids in the scheduling, including, but not limited to, vacation or sick leave, shall be filled from the same seniority list.

18.3. Standby Pay

- A. Employees who are on standby duty shall receive two (2) hours of pay at their current Basic Hourly Rate for each Shift they perform duty Monday through Friday and three (3) hours of pay at their current Basic Hourly Rate for each Shift they perform duty on Saturdays-and Sundays, and four (4) hours of pay at their current Basic Hourly rate for each Shift they perform on holidays.
- B. Employees who are on standby duty and are required to report back to work shall also receive pay at time and one-half their current Basic Hourly Rate for a minimum of one (1) hour, or any time actually worked, whichever is greater.
- C. Employees who are on standby duty and are required to work remotely shall be paid in accordance with Article 19.2.

18.4. Public Works and Utilities- Service Division:

- A. Qualified Employees may be placed on the annual standby rotation based on seniority.
- B. Non-scheduled shifts shall be covered by at least one (1) Employee on standby.

18.5. Public Works and Utilities - Utility Operations Division:

- A. Qualified Employees. Crew staffing levels shall be determined by the Appointing Authority. Crews shall consist of only Utility Operations Leadworkers, Utility Operators, or Utility Operations Employees who have completed the Water & Gas Maintenance Apprenticeship Program or the Utility Operator Apprenticeship Program. This duty will commence at 7:30 AM on Monday of the assigned week and continue until 7:30 AM of the following Monday. For weeks where Monday is considered a holiday, duty from the previous week will continue until 7:30 AM of the following Tuesday. During this period, the crew shall be scheduled to work their regular day Shift hours from Monday through Friday and, in addition, they shall remain on call and be immediately available for any emergency work during all non-work hours of their standby duty Assignment. When Employees are called out on

standby, they shall notify the dispatcher to clock them in and out. Standby Leadworkers shall be the first contact for afterhours calls for all four utilities (sewer, stormwater, water, and gas). Employees will be scheduled on holidays the same as Saturdays and Sundays. Employees who are on standby duty shall be compensated pursuant to Article 18.3(a).

- B. Qualified employees may be placed on the annual standby duty scheduled based on seniority. If less than 24 Employees sign up for standby duty for the coming year's rotation, the city may assign, according to reverse seniority, Employees to serve standby in order to assure no less than 24 Employees will be on the rotation list.

18.5.1 Public Works and Utilities - Utility Operations Division - Natural Gas Supply:

- A. The Employer may require and assign Regulator Mechanics to perform weekly standby duty, which will commence at 0730 each Monday and continue until 0730 on the following Monday. For weeks where Monday is considered a holiday, duty from the previous week will continue until 7:30 AM of the following Tuesday.
- B. Employees holding the position of Regulator Mechanic for at least six (6) months may be assigned to standby duty.
- C. The Employer shall not require Regulator Mechanics to perform standby duty when less than four (4) Regulator Mechanics are employed.
- D. This standby duty is independent of the standby duty for the Utility Operations Division in Article 18.5 (A) and (B). One qualified Regulator Mechanic may be assigned to stand by duty for emergency Regulator Station SCADA alarms.

18.6. Public Works & Utilities - Engineering Division:

- A. One qualified Employee may be assigned to standby duty for emergency utility (Gopher State One Call/GSOC) locate requests. This duty will commence at 8:00 AM on Monday of the assigned week and continue until 8:00 AM on Monday of the following week. For weeks where Monday is considered a holiday (pursuant to Article 27), standby duty from the previous week will continue until 8:00 AM on Tuesday of the following week. During this period, the assigned Employee shall be scheduled to work the Employee's regular day Shift from Monday through Friday. In addition, the assigned Employee shall remain available on standby call via City provided cell phone for any emergency utility locate requests during all non-work hours of the standby duty Assignment, and respond within an hour of being called. For Gopher State One Call (GSOC) holidays within the same week, the assigned Employee shall remain on standby call in the same manner as required on Saturdays and Sundays. If less than seven (7) Employees sign up for standby duty for the coming year's rotation, the City may assign, according to reverse seniority, Employees to serve standby in order to assure no less than seven (7) Employees will be on the rotation list.
- B. Qualified Employees shall be those Employees of the Public Works & Utilities Department - Engineering Division who meet all of the following criteria:
 - 1. Are currently in the job classification of Corrosion Technician, Engineering Technician, Senior Engineering Technician, or Senior Engineering Specialist.

2. Have been deemed safety-sensitive Employees in accordance with Federal and Minnesota Offices of Pipeline Safety regulations and the mandated drug testing regimen associated with such Positions.
3. Have completed on-the-job locator training for utilities.
4. Have completed required Operator Qualification (OQ) training.

18.7.1 Afterhours Parking Services Division Work During Declared Snow Emergencies. Employees may perform Parking Services Division duties during Declared Snow Emergencies, subject to the following requirements.

- A. Parking Services Division employees shall have priority for all afterhours Parking Services Division work and work performed during declared Snow Emergencies. Overtime seniority for Parking Services Division employees shall be determined by seniority within the Department.
- B. Before October 1st of each year, the Employer and Union shall develop a list of non-Parking Services Employees interested in performing Parking Services Division work during declared Snow Emergencies by original hire date with the City of Duluth.
- C. Overtime seniority for Parking Services Division work shall be determined by original date of hire with City of Duluth for non-Parking Services Division employees.
- D. Employees must meet the minimum physical qualifications of the Parking Services Agent job classification.
- E. Employees must complete Employer-required and paid training.
- F. Employees will be paid their current Basic Hourly Rate for Employer-required training occurring during their Shifts, and applicable overtime or Call Back pay for training outside of their Shifts.
- G. Employees shall be paid pursuant to Article 19 (Call Back) for afterhours Parking Services Division work during declared Snow Emergencies.
- H. Employees shall be provided with a City vehicle to perform Parking Services Division work during declared Snow Emergencies.
- I. Only Parking Services Division Employees are eligible for standby duty in the Parking Services Division.
- J. The Parking Services Manager shall determine the start and end of the winter season. A standby duty schedule shall be established no later than October 1st of each year for the proceeding winter season. Employees will be scheduled on a continuous rotating basis on weekends during the winter season from 4:00p.m. Friday through Monday at 8:00a.m. and holidays from 4:00p.m. to the proceeding day at 8:00a.m. Employees who are on Standby Duty shall receive two (2) hours of pay at their current Basic Hourly Rate for each Shift they perform duty Monday through Friday, three (3) hours of pay at their current Basic Hourly Rate for each Shift they perform duty on Saturdays and Sundays, and four (4) hours of pay at their current Basic Hourly Rate for each Shift they perform on holidays.
- K. Employees who are on Standby Duty and are required to report back to work shall also receive Call Back pay in accordance with Article 19.1. Employees who are on standby duty and are required to work remotely shall be paid in accordance with Article 19.2.

18.7.2 Public Works and Utilities – Street Maintenance

- A. Qualified Employees shall be those Employees of the Public Works & Utilities Department - Street Maintenance Division who meet the following criteria:
 - 1. Qualified Employees are Employees in the job classification of Street Maintenance Leadworker. An Employee who has been a Heavy Equipment Operator and/or Street Maintenance Operator with Street Maintenance for at least 5 years may also be a Qualified Employee that could be put on the back up standby list. To be a Qualified Employee, an Employee must be in the job classification when the primary annual standby list is established; and
 - 2. Qualified Employees must be proficient in all necessary Standby functions.
- B. Qualified Employees may be placed on the annual standby rotation based on job classification seniority. Crew staffing levels shall be determined by the Appointing Authority.
- C. The primary standby list rotation will be staffed by Street Maintenance Leadworkers and will be based on job classification seniority. The backup standby list may be used to cover weeks not taken by Qualified Employees on the primary standby list. The Street Maintenance standby list will be established annually by Citywide Combined Seniority on or before September 1st for the upcoming winter season. The winter snow season duration requiring standby duty will be determined by the Appointing Authority. This section supersedes article 18.2 of this Agreement.
- D. One Qualified Employee may be assigned to standby duty to respond to calls during the winter snow season. Street Maintenance will institute a voluntary standby shift. This duty will commence at 7:00 AM on Monday of the assigned week and continue until 7:00 AM of the following Monday. For weeks that Monday is a City of Duluth holiday, duty from the previous week will continue until 7:00 AM of the following Tuesday. During this period, the crew shall be scheduled to work their regular day shift hours from Monday through Friday and, in addition, they shall remain on call and be immediately available for any standby work during all non-work hours of their standby duty assignment. In addition, the assigned Employee shall remain available on standby call via City-provided cell phone for any calls during all nonwork hours of the standby duty Assignment, and must respond within an hour of being called. When Employees are called out on standby, they shall notify the dispatcher to clock them in and out. Standby staff shall be the first contact for afterhour calls for all Street Maintenance functions. Employee compensation on holidays shall be the same as on Saturdays and Sundays.

18.8 Parks and Recreation

Standby schedule shall be created no later than April 30 of each year for the upcoming season.

ARTICLE 19 - CALL BACK

19.1. An Employee who is released by their Supervisor and is called back for work shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times the Employee's current Basic Hourly Rate commencing when the Employee returns to the assigned work site, except that such four (4) hour minimum pay requirement shall not apply in instances where the call back time extends from or into the Employee's regularly scheduled Shift. When commencing on Holidays provided for in Article 27, an Employee's four (4) hour minimum pay shall be two (2) times the Employee's current Basic Hourly Rate. 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.

19.2. Employees who are called back and are required to work remotely shall receive pay at time and one-half (1½) their current Basic Hourly Rate for a minimum of one (1) hour or actual time worked, whichever is greater. Employees who are called back and are required to work remotely on a Holiday provided for in Article 27 shall receive pay at twice (2) their current Basic Hourly Rate for a minimum of one (1) hour or actual time worked, whichever is greater.

19.3. Employees on Standby Duty pursuant to Article 19.1 shall not be eligible for Call Back compensation pursuant to this Article 19.1.

ARTICLE 20 - SENIORITY

20.1. Seniority shall be determined by the Employee's continuous length of service within this bargaining unit in their present job classification in the department in which the Employee is currently working; however, for any Employee in a classification to which they became entitled by automatic promotion pursuant to an apprenticeship or training program specified in Appendix 5, seniority shall be determined by including the time between the promotion and when the Employee became eligible for the promotion.

Employees employed before January 1, 1986, who are currently in the bargaining unit shall retain seniority held and calculated as of December 31, 1985. Time spent in continuous employment as a C.E.T.A. Employee, shall apply towards vacation, sick leave, or longevity calculations only. Temporary employment shall not apply towards continuous employment for the purposes of determining the benefits provided by this contract.

20.2. Except as provided in Section 20.3 of this article and subject to the Employer's right to schedule overtime and determine the times at which vacations may be taken, vacation and overtime selection rights shall be determined within each department division by seniority.

20.3. Street Maintenance Division-Maintenance District Seniority:

- A. Maintenance District seniority applies only for the purpose of daily and weekly Assignments and vacation and overtime selection. Maintenance District seniority does not apply for layoff purposes. When it becomes necessary to reduce the number of Employees within a job classification, Article 39 "Layoffs of Classified Employees" shall apply.
- B. Daily Equipment Assignment: Day to day equipment Assignments shall be those tasks that are anticipated to last less than or equal to five (5) continuous working

days or to meet unanticipated needs. In making such Assignments to Employees, the supervisor may use discretion, using seniority as a factor.

- C. Weekly Equipment Assignment: Weekly equipment Assignments shall be those tasks that are anticipated to exceed five (5) continuous working days. In making such Assignments to Employees in the classifications, seniority shall be the factor.
- D. Vacation and Overtime Selection: Vacation and overtime selection rights shall be determined within each Maintenance District by seniority
- E. Voluntary Assignment: When an Employee is voluntarily assigned from one Maintenance District to another Maintenance District, the Employee's classification seniority within the new Maintenance District shall be for the purposes of vacation and overtime selection, daily Assignments, and weekly Assignments, the date the Employee started working in the new Maintenance District.
- F. Involuntary Assignment: When an Employee is involuntarily assigned from one Maintenance District to another Maintenance District, the Employee's classification seniority for the purposes of vacation and overtime selection, daily Assignments, and weekly Assignments shall be carried forward to the new Maintenance District. The Employer shall provide an Employee written notice at least seven (7) calendar days prior to an involuntary assignment.
- G. Voluntary overtime work will be offered by job classification seniority as follows:
 - 1. "Seniority" for purposes of Winter Street Maintenance and Winter Traffic Maintenance overtime shall be determined first by job classification, then an Employee's continuous years of service in their job classification in the District, and finally an Employees' continuous years of service in their job classification in the Department.
 - 2. "Seniority" for purposes of Summer Street Maintenance and Winter Traffic Maintenance overtime shall be determined first by job classification, then an Employee's continuous years of service in their job classification in the Department.

20.4 Summer Citywide Combined Seniority:

- A. Street Maintenance Overtime – Plowing, Sanding, Snow Removal, Accident Clean-up, Sweeping, Etc.:
 - 1. Maintenance Operations Leadworker
 - 2. Street Maintenance Operator
 - 3. Heavy Equipment Operator
 - 4. Maintenance Worker
 - 5. Traffic Maintenance Worker
 - 6. Guest plow operators
- B. Traffic Maintenance Overtime – Special Events, Emergency Services, Traffic Control Operations, Etc.:
 - 1. Maintenance Operations Leadworker
 - 2. Traffic Maintenance Worker
 - 3. Street Maintenance Operator
 - 4. Heavy Equipment Operator
 - 5. Maintenance Worker

20.5 Winter East and Winter West Separate Toolhouses:

- A. Street Maintenance Overtime – Plowing, Sanding, Snow Removal, Accident Clean-up, Sweeping, Etc.:
 - 1. East Street Maintenance Overtime:
 - a. EAST Maintenance Operations Leadworker
 - b. East Street Maintenance Operator
 - c. EAST Heavy Equipment Operator
 - d. Maintenance Worker
 - e. All remaining Street Maintenance employees
 - f. All remaining Traffic Maintenance employees
 - g. Guest plow operators
 - 2. West Street Maintenance Overtime:
 - a. WEST Maintenance Operations Leadworker
 - b. WEST Street Maintenance Operator
 - c. WEST Heavy Equipment Operator
 - d. WEST Maintenance Worker
 - e. All remaining Street Maintenance employees T
 - f. All remaining Traffic Maintenance employees
 - g. Guest plow operators

20.6 Traffic Maintenance Overtime – Special Events, Emergency services, Traffic Control Operations, Etc.:

- A. Maintenance Operations Leadworker
- B. Traffic Maintenance Worker
- C. Street Maintenance Operator
- D. Heavy Equipment Operator (determined by toolhouse according to what part of town the Call Back is for)
- E. Maintenance Worker (determined by toolhouse according to what part of town the Call Back is for)

20.7. Any Employee denied the opportunity to work overtime because of the Employer's failure to comply with requirements of Sections 20.2 through 20.6 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 the Employee was 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 convenient to the Employee within the thirty (30) day period; provided, however, that the Employee must give at least twenty-four (24) hours' notice to their immediate Supervisor of the time at which the Employee plans to work such overtime. Makeup overtime assigned to any Employee pursuant to this paragraph shall not be subject to the provisions of Sections 20.2 through 20.6 of this Article.

20.8. In the Public Works and Utilities Service and Utility Operations Divisions seniority shall be the determining factor in making Assignments to work locations and to work schedules for which the Basic Hourly Rate or the Basic Hourly Rate and Shift differential is paid unless one (1) or more of the following factors can be demonstrated to make it desirable from the standpoint of management efficiency to make an Assignment on a basis other than seniority: The exception referenced in paragraph A shall also apply to Street Maintenance Division for less senior employees during their first 12 months of employment.

- A. The implementation of training programs.
- B. The need for a particular task to be carried out by a person who possesses a certain license or who has special training.
- C. The physical or mental ability of Employees to perform the specific tasks or operate the particular equipment involved in a particular Assignment.
- D. The knowledge Employees have of the geographical area involved in a particular Assignment.
- E. The need for Employees to have a certain amount of experience before being assigned to night or weekend Shifts.

20.9. The Employer and Union agree with the principle that seniority shall be a factor in making any Assignments other than those specified in Sections 20.3 and 20.8 of this article.

20.10. The Employer and Union agree that the Employer will provide data, assistance, and use of data processing system to jointly develop with the Union a seniority list, at least annually. The Employer shall provide the Union with a copy of the City's organizational chart annually.

20.11. When calculating classification seniority, the following criteria shall be used:

- A. An Employee reclassified to a higher Position shall have their seniority date changed to the effective date of the reclassification.
- B. An Employee reclassified to a Position at the same salary range shall retain their previously established seniority date.
- C. When two (2) or more persons have equal seniority in a job class as calculated in 20.1, the order of seniority in such tie cases shall be determined first by the total continuous department years of service within the bargaining unit, second by the total continuous years of service within the bargaining unit, from the highest score on the last examination for the job title that the Employee currently holds and if a tie still exists, by a coin flip.

20.12. This article shall not be construed to affect in any way the provisions contained in Article 38 regarding the layoff of Employees.

ARTICLE 21 - HOSPITAL-MEDICAL INSURANCE

21.1. The Employer will make available to eligible Employees comprehensive hospital-medical benefit Plan 3A only.

- A. The Employer agrees to pay for the Employees without claimed dependents 90% of the monthly premium for single Employee hospital-medical benefit Plan 3A. 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 single hospital-

medical plan coverage exceeds the Employer's contribution that is stated in this paragraph.

- B. The Employer agrees to pay 80% of the monthly premium for family hospital-medical benefit Plan 3A. 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 family-dependent coverage exceeds the Employer's contribution that is stated in this paragraph.
- C. The Employer agrees to deposit all Employees' unused flexible benefits spending account monies as of the end of the calendar year that are not eligible for carryover pursuant to Internal Revenue Code Section 125 into the JPE Trust.
- D. The Employer's representative on the Board of Trustees as defined in the JPA will propose to the Board that premiums shall be established by October 15 of the prior year, to be in effect January 1 of each year for twelve (12) consecutive calendar months.

21.2. Hospital-medical benefit plan coverage shall become effective the first day of the month following the date of hire.

21.3. While an Employee is entitled to receive long-term disability income protection pursuant to Article 31 of this Agreement, the Employer shall provide hospital-medical benefit plan coverage and monthly Employer premium cost-sharing for such Employee to the same extent as active Employees. The Employer shall deduct from each eligible and enrolled Employee's long-term disability income protection payments the amount by which the monthly premium cost of the Employee's single or family-dependent hospital-medical plan coverage exceeds the Employer's contribution stated in Article 21.1(a) and (b) above.

21.4. Any proposed change in the hospital-medical benefit plan design that constitutes a reduction in the aggregate value of benefits shall be negotiated with the bargaining unit.

21.5. The dependents of an active Employee who dies shall continue to receive hospital-medical benefit plan coverage to the same extent as active Employees. The surviving spouse's coverage ceases when the spouse dies or remarries. The minor dependent's coverage ceases when each ceases to be defined as a dependent in the applicable section of Minnesota Statutes Chapter 62, as amended.

21.6. The Employer will include the following provisions in the Plan 3A comprehensive hospital-medical insurance Plan:

- A. Lifetime benefit of no less than \$2,000,000.
- B. Bone marrow, heart, liver, kidney, heart/lung, cornea, and pancreas transplants.
- C. Preventive care as defined in the Health Care Benefit Plan, and provided by in-network providers, will be fully covered and not subject to a deductible.

21.7. The insured shall be responsible for the following prescription drug co-pays: Zero dollars (\$0) for generic and approved over the counter (OTC) prescriptions (Tier One), fifteen dollars (\$15) for preferred brand name prescriptions (Tier Two), and a 30% co-insurance with a minimum of thirty dollars (\$30)/maximum one hundred dollars (\$100) co-insurance payment per non-preferred

brand name prescription (Tier Three). When the prescribing physician recommends a Tier Three medication over a Tier Two or Tier One medication for medical necessity, the insured shall be responsible for the Tier Two co-pay.

21.8. 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 DAA, 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 21.1 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 21.1 (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.

21.9. 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. The Employer will notify the Labor Management Committee or subcommittee thereof of the Board's premium rate decision along with supporting documentation and methodology for the rate determination.

21.10 JPE Reporting and open meetings

- A. The City's representative on the Joint Powers Enterprise Board of Trustees as defined in the Joint Powers Agreement will report, no less than quarterly, to the Labor Management Committee or subcommittee thereof regarding activity in the Duluth Joint Powers Enterprise Trust. The report will include information such as claims activity, actuarial reports, and financial statements, which will be comparable to that which was provided to the Health Insurance Labor Management Committee under the 2010 collective bargaining agreement.
- B. The Employer, as a Member of the Joint Powers Enterprise, agrees that, if, in the opinion of the Board of Trustee's legal counsel, the meetings of the Board are not subject to the Minnesota Open Meeting Law, (Minn. Statutes Chapter 13D), the Employer will propose to the Board of Trustees that the proceedings of the Joint Powers Enterprise shall be conducted in accordance with the provisions of the Minnesota Open Meeting Law, (Minn. Statutes Chapter 13D).

21.11 Health Care Savings Plan

- A. Monthly Health Care Savings Plan (HCSP) Contribution for Employees Hired before January 1, 2007. In addition to the monthly pay prescribed elsewhere in the contract, and effective January 1, 2008, any full-time, permanent, and active Employee hired before January 1, 2007, shall receive monthly an amount equal to one percent (1%) of their Basic Monthly Pay deposited into a post-employment health care savings account, known as the Minnesota Health Care Savings Plan, administered by the Minnesota State Retirement System established by the Employer in the name of the Employee. Such deposits shall be computed to the nearest cent per pay period.
- B. Monthly Health Care Savings Plan (HCSP) Contribution for Employees Hired After December 31, 2006. Effective January 1, 2016, any full-time, permanent, and active Employee hired after December 31, 2006 shall receive monthly an amount equal to two percent (2%) of their Basic Monthly Pay deposited into a post-employment health care savings account, known as the Minnesota Health Care Savings Plan, administered by the Minnesota State Retirement System established by the Employer in the name of the Employee. Such deposits shall be computed to the nearest cent per pay period.
- C. One-Time, Lump sum, Health Care Savings Plan (HSCP) Contribution. After sixty (60) months of continuous employment - defined as earning service credit towards vesting for a PERA pension - from the date of hire for any permanent full-time Employee hired on or after January 1, 2007, the Employer shall make a deposit of Six Thousand Dollars (\$6,000) into a post-employment health care savings plan account, known as the Minnesota Health Care Savings Plan, administered by the Minnesota State Retirement System, which shall be established by the Employer in the name of the Employee. In no case may an Employee be paid more than \$6,000 under Article 23.6 in their lifetime. Deposited funds and accumulated interest shall be available to the Employee as required by law.

21.12. The Union acknowledges that the City is authorized to operate a joint self-insurance pool under Minnesota Statutes Chapter 471 and Minnesota Rules Chapter 2785. In the event the

City ceases to become a member of the joint self-insurance pool or the pool is dissolved, the language in Article 21.1(c) and (e), Article 21.8, and Article 21.9 as set forth in the 2010 collective bargaining agreement between the parties shall become effective immediately.

21.13. Wellness Program. The Employer agrees to reimburse an Employee up to \$40.00 monthly for the cost of monthly membership in a health, fitness, and/or weight loss program. To become eligible for fitness reimbursement, an Employee must submit to the Wellness Coordinator proof of participation at least eight (8) times that month and payment made for that calendar month. To become eligible for reimbursement for a weight loss focused program an Employee must confirm that the weight loss program is certified as such by the Wellness Coordinator and submit to the Wellness Coordinator proof of payment made for that calendar month. The total amount an Employee may receive as reimbursement under this Section 21.13 is \$40.00 per month.

ARTICLE 22 - DENTAL INSURANCE

22.1. The Employer agrees to make the same dental care coverage available to all eligible Employees and their families as it presently makes available, but the Employer agrees to pay only the entire cost for single coverage for each Employee. Dental coverage shall become effective the first day of the month following 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 option shall be \$1,000.

22.2 The Employee has the additional options to increase the annual dental insurance maximum benefit to \$2,000 per person and/or elect family dental coverage. The Employee will pay the additional cost of the benefit increase above what the City provides in Articles 22.1.

ARTICLE 23 – HOSPITAL-MEDICAL INSURANCE - RETIRED EMPLOYEES

23.1. Any Employee who was hired on or before December 31, 2006, and who retires from employment with the City, after having been employed by the City 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, subject to the following conditions and exceptions:

- A. Such coverage shall be for the life of the retiree, but if the retiree dies before their spouse, such coverage shall be continued for such spouse until the spouse dies or remarries, but any such coverage for such surviving spouse shall not include coverage for any dependent of such surviving spouse.
- B. Any retiree or qualified dependent seeking benefits pursuant to this Article who has attained the age of 65 years or meets any condition that qualifies them to be eligible for Medicare Coverage “A” and “B” must obtain it, or lose any benefits hereunder until they obtain Medicare Coverage “A” and “B.”
- C. The hospital-medical benefit plan coverage for any such eligible retired Employee, with or without claimed dependents, shall be paid by the City and the eligible retired Employee, with or without claimed dependents, in accordance with the following schedule:

YEARS OF SERVICE COMPLETED (Whether continuous or not)	PERCENT SHARE OF PREMIUM CONTRIBUTIONS	
	RETIRED EMPLOYEE	EMPLOYER
5	75	25
6	70	30
7	65	35
8	60	40
9	55	45
10	50	50
11	45	55
12	40	60
13	35	65
14	30	70
15	25	75
16	20	80
17	15	85
18	10	90
19	5	95
20 and thereafter	0	100

23.2. Any person purchasing medical insurance coverage pursuant to a former, or this, agreement may continue to do so. When any such person ceases to so purchase medical coverage, the Employee shall no longer have any right to participate in any insurance plan or group created by this, or successor, labor agreement. This paragraph shall become inoperative when no former Employee is buying insurance coverage as here provided.

23.3. For those Employees hired on or before December 31, 2006, who retire from City employment and who meet the length of service and qualification requirements stated under Article 23.1, the City may provide a 65 or older health insurance program in accordance with Article 23.1(B) 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 City and at the City's expense in accordance with the schedule in Article 23.1(C) or 23.1(D). For those Employees hired on or after January 1, 2007, who retire from City employment and who

otherwise meet the length of service and qualification requirements stated under Article 23.1, participation in the post 65 or older health insurance program will be in accordance with Article 23.1(B) and entirely at the expense of the Employee, with or without dependents with absolutely no contribution from the City.

23.4. Any Employee hired on or after January 1, 2007, who retires from City employment and who otherwise meets the length of service and qualification requirements stated under Article 23.1 may elect to enroll in the City's hospital-medical plan in accordance with this Article except that the cost of the premium will be entirely paid for by the Employee, with or without dependents, with absolutely no contribution from the City.

ARTICLE 24 - HOSPITAL-MEDICAL INSURANCE - DISABLED EMPLOYEES

24.1. The Employer agrees that it shall be deemed an "employer" as defined in subdivision 5 of Section 62A.147 of Minnesota Statutes, 1976 so that Sections 62A.147 and 62A.148 of said statutes will be applicable to the Employer. This paragraph shall be deemed to pertain only to said sections as they existed in Minnesota Statutes, 1976; it shall not be deemed to incorporate any amendments that may subsequently be made by the legislature. Notwithstanding the foregoing language in this paragraph, the Employer shall not be deemed an "employer" as defined in said Subdivision 5 with regard to any Employee or former Employee who has attained the age of 65 years. The provisions of this article shall be deemed applicable only to former Employees of the Employer presently covered by this article or who qualify after the date of this Agreement.

ARTICLE 25 - PAY PERIODS

25.1. All Employees shall be paid every two (2) weeks, and payment for each such two-week period shall be made no later than the Friday next following such two-week period. If any such Friday occurs on a holiday, payments shall be made 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 75 in the case of Employees whose normal work week is thirty-seven and one-half (37 ½) hours and by 80 in the case of Employees whose normal work week is forty (40) hours. Beginning with the first pay period that starts in 2012, payment will be made by electronic deposit only and Employees will be 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 26 - REST PERIODS

26.1. A rest period of fifteen (15) minutes shall be permitted during each one-half (½) Shift. Such rest period will be given at such time as is established by the appropriate Supervisor. Supervisors or their designees may authorize Employees to combine and use both fifteen (15) minute rest periods within one Shift at such time as is established by the appropriate Supervisor or their designee.

26.2 Whenever an Employee works a minimum of sixteen (16) consecutive hours, the Employee shall be allowed at least eight (8) consecutive hours of rest. If the eight (8) hour rest

period runs into the Employee's regular Shift, the Employee will be compensated for the unworked hours of that Shift at their Basic Hourly Rate. If the eight (8) hour rest period ends during the Employee's regular Shift, they may return to work or use their accrued personal leave, vacation, or compensatory time off hours for the remainder of their Shift. These hours will be compensated at their Basic Hourly Rate.

ARTICLE 27 - HOLIDAYS - PERSONAL LEAVE

27.1. Holidays and Personal Leave Days

- A. Employees shall receive full time off with pay for the observed holidays of New Year's Day, Martin Luther King Day, Washington's & Lincoln's Birthday (President's Day), Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day (effective starting October 9, 2023) Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, December 24th, and Christmas Day, as many holidays are defined in Minnesota Statutes Annotated, Section 645.44, Subd. 5. Employees shall receive full time off with pay for the observed date of the holiday rather than the actual date of the holiday when those dates differ.
- B. In addition, each eligible Employee shall receive four (4) days of personal leave with pay each year, to be taken at a time approved by the Employer. Employees on initial probation may earn personal leave days. Personal leave days not used by Employee before December 31 may not be carried over for use in the next year, unless earned during initial probation.
- C. If an Employee cannot get to work because of a snow emergency, the Employee may use personal leave, vacation, or compensatory time to be paid for that day.

27.2. Employees whose normal work week is Monday through Friday shall receive time off for the above-described holidays on the date of such holidays. If such Employee is required to work such a holiday, such Employee shall, in lieu of receiving time off on such holiday and in addition to their regular pay for such holiday pursuant to Article 27.1(a), be compensated at the rate of two (2) times their current Basic Hourly Rate for each hour worked on such holiday. Holiday for the purposes of this Article 27.2 means the actual date of the holiday rather than the observed date of the holiday when those dates differ.

27.3. An Employee whose normal work week regularly includes Saturdays, Sundays and holidays shall, for those work weeks which include a holiday, as described above, in lieu of receiving time off on such holiday and in addition to their regular pay for such holiday pursuant to Article 27.1(a), either receive compensation at a rate of two (2) times their current Basic Hourly Rate for each hour worked on such holiday or receive two (2) hours off for each hour worked on such holiday, whichever is decided by the Employee. If a holiday falls on such an Employee's normal day off and the Employee does not actually work on such holiday, they shall either receive another day off on a date approved by their department Director, or a day's pay at their regular rate, whichever is decided by the Employee. Holiday for purposes of this Article 27.3 means the actual date of the holiday rather than the observed date of the holiday when those dates differ.

27.4. Employees who receive overtime pay for time worked on a holiday shall not also receive holiday premium pay for such time worked.

ARTICLE 28 - VACATION

28.1. Employees shall receive vacation time in accordance with the following schedule in hours:

Years of Continuous Service	40 Hours/Pay Period	37.5 Hours/Pay Period	Vacation Days/Year
0 - 3	3.69	3.46	12
4 - 6	5.85	5.48	19
7 - 10	7.08	6.63	23
11 - 14	7.69	7.21	25
15 and over	8.62	8.08	28

28.2. In cases where an Employee has completed a sufficient number of years of service in the Police or Fire Department of the City to qualify for police or fire pension benefits, the period of service of such an Employee in the Police or Fire Department shall not be considered in computing vacation benefits under this article.

28.3. Employees shall be allowed to have an accumulation of not more than two hundred sixty-three (263) hours of paid vacation time for 37 ½ hour Employees and two hundred eighty (280) hours of paid vacation time for 40 hour Employees as of the end of the day on December 31 of each year. An Employee’s vacation hours over 263 for 37 ½ hour/week Employees and over 280 for 40 hour/week Employees remaining at the end of the day on December 31 of each year shall be converted into cash calculated at their Basic Hourly Rate as of December 31st and deposited into their health care savings plan (HCSP) account. The conversion will take place no later than February 15th of the following year.

28.4. No Employee shall use vacation time except at such time or times as the Appointing Authority may approve.

28.5. In the event of death of any Employee, any vacation or compensatory time accumulated to the credit of such deceased Employee shall be compensated for and shall be paid in accordance with Minnesota Statutes, Section 181.58, as amended.

28.6. An Employee may irrevocably give accrued vacation hours to another Employee, under the following conditions:

- A. For that Employees legitimate use as sick leave; or
- B. The recipient is in a serious hardship situation which will be relieved by the gift and the gift is approved by the Employer.

If an immediate supervisor denies an Employee’s vacation gift or use of a vacation gift under this Section 28.6, the denial may immediately be appealed to the Manager of Human Resources, Healthcare and Safety, or the City Administrator.

28.7. Special Carry-over. The City Administrator or their designee may, upon written recommendation of the Appointing Authority, which states unique and exceptional cause, grant to an Employee the privilege of carrying over to the next year an amount of vacation in excess of that allowed by this contract. Requests shall be made in writing to the Department Director no later than December 1st, and the Department Director shall respond within ten working days of receipt of request.

ARTICLE 29 - SICK LEAVE

29.1. Effective the first day of the month following the date of hire, an Employee shall be granted up to 120 working days of sick leave with full pay (paid sick leave) for each illness or injury during a calendar year. When an Employee is unable to or indisposed to report for duty for any of the reasons specified in Section 29.4 of this article, they shall immediately report such fact to their immediate Supervisor. To qualify for paid sick leave, the Employee must report off 15 minutes prior to their starting time, and must immediately report off when leaving their duties.

29.2. When an Employee's use of sick leave reasonably appears to be unjustified, the Employer may request that the Employee provide a physician's explanation to justify subsequent absences. The Employer's request shall be in writing and shall state the reason for the Employer's request. No request shall be based solely on the number of sick days used by the Employee.

- A. The Employer's request shall not be considered disciplinary action.
- B. The failure of the Employee to provide the physician's written explanation shall preclude the Employee from further use of paid sick leave.
- C. The Employer's written request shall cease to be in effect six (6) months from the date it is written.
- D. If disciplinary action results from the use of this article, the discipline shall be taken under the Discipline, Suspensions, Removal article of this agreement.

29.3. A Department Head or Acting Department Head may, for work-related reason stated in writing to the Employee, require an Employee to submit to medical examination, paid for by the Employer, to determine an Employee's medical fitness to do tasks of employment or to attend work. The Employee may refuse the first Employer-recommended doctor. The doctor will report only the medical information relevant to the fitness for duty information request.

29.4. 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, and/or attendance upon a member of their immediate family who is ill or injured, 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 city employment.

- A. Sick Leave Benefits for Care of Relatives. Employees may use paid sick leave to care for members of their immediate family pursuant to Minnesota Statutes Section 181.9413: absences due to an illness of or injury to a member of the Immediate Family for reasonable periods of time as the Employee's attendance may be necessary, on the same terms upon which the Employee is able to use sick leave benefits for the Employee's own illness or injury. Pursuant to the minimum requirements of Minn. Stat. 181.9413, except for absences due to the illness or

- injury of a child, an Employee's use of sick leave in accordance with this Section 29.4(a) shall not exceed 200 hours for 40 hour-a-week employees, or 187.5 hours for 37.5 hour-a-week employees, in any 12-month period.
- B. Medical Appointments: An Employee must obtain prior approval from the Appointing Authority 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.
 - C. Paid Sick Leave on Vacation: Paid sick leave will not be allowed during a previously scheduled vacation unless the Employee or their Immediate Family is under the care of a physician or confined to bed rest because of an unexpected injury or illness and the Employee furnishes signed medical certification to the Appointing Authority indicating the number of days the Employee or their Immediate Family was physically confined in a hospital or to bed rest. The Employee will then receive paid sick leave for those days spent confined or physically attending to their Immediate Family.
 - D. Parental Leave. Birthing Employees may use thirty-five (35) working days of paid parental leave for a birth beginning on or after the day of birth. Non-Birthing Employees may use ten (10) working days of paid parental leave for the birth or adoption of their children beginning on or after the day of birth or adoption.
 - E. In the event the Employer participates in the Minnesota Paid Family and Medical Leave program versus an alternative private plan, the Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14. In the event the Employer agrees to provide employees with a greater contribution than a 50/50 split of the premium, AFSCME members will receive the same contribution as that provided to other employees.

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

29.6. Temporary Disability. Any Employee who will be temporarily disabled for a period in excess of ten (10) working days may be offered an Assignment to a Position, which may have tasks or equipment modified to accommodate the Employee's medical restrictions, at such Employee's present rate of pay by the City in their present or lower classification, the duties of which the Employee is able to perform. If the City is not able to provide the Employee such Assignment, the Employee may continue to remain on paid sick leave. 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 City may use its own physician in making the determination. The City 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.

29.7. Employee Assistance Program: Any absence approved by the Appointing Authority for participation in the Employee Assistance Program shall be allowed as paid sick leave.

29.8. Any Employee removed from the payroll through the operation of this article, if the Employee files with the City Administrator or their designee at least once every three (3) months a statement from a physician which indicates that the Employee 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 City Administrator or their designee a statement signed by a physician which indicates that the Employee is physically fit to perform the duties of their Position, and the physician for such latter statement shall be chosen and compensated by the City Administrator or their designee.

ARTICLE 30 - FUNERAL LEAVE

30.1. Immediate Family. Upon request, a maximum of five (5) days of paid funeral leave shall be granted an Employee for a death in the Immediate Family. For purposes of this Article, "Immediate Family" shall be defined as the employee's:

- a. Child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- b. Spouse or registered domestic partner;
- c. Sibling, step sibling or foster sibling;
- d. Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- e. Grandchild, foster grandchild or step-grandchild;
- f. Grandparent or step-grandparent;
- g. A child of a sibling of the employee;
- h. A sibling of the parents of the employee;
- i. A child-in-law or sibling-in-law;
- j. Any of the family members listed in a through i above of an employee's spouse or registered domestic partner;
- k. Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- l. Up to one individual annually designated by the employee.
- m. Principal power of attorney and health care agent.

30.2. Employees must utilize accumulated paid vacation, personal leave, compensatory time off, or authorized unpaid leave for an absence for any funeral of other than that of a member of the Immediate Family.

30.3 Employees may be granted up to two (2) hours of paid funeral leave, at the discretion of the Supervisor, to attend the funeral of a current Employee.

ARTICLE 31 - LONG TERM DISABILITY INCOME

31.1. Any Employee who has been Continuously Employed by the City for not less than six (6) months in the classified and/or unclassified service shall be eligible for long-term income protection to age 70 for disability; however, there shall be no such protection for disability caused by any injury or illness for which the Employee received professional medical care or treatment within ninety (90) consecutive days prior to when the Employee otherwise becomes eligible for such protection, unless ninety (90) consecutive days elapse from the time when the Employee otherwise would be eligible for such protection and during such ninety (90) consecutive days the Employee neither receives nor requires professional medical care or treatment for such injury or illness.

31.2. For the purposes of this article, disability means that which is caused by illness or injury which occurs during the Employee's term of employment and which prevents the Employee from performing the major tasks of the Employee's Position.

31.3. Payment of benefits pursuant to this article to a disabled Employee shall commence when the Employee exhausts their allowance of 120 days of sick leave with full pay provided by Article 29 of this agreement. The amount of such protection shall be 65% of the Employee's Basic Hourly Rate as of the time that Employee's sick leave is exhausted, or the parties agree to commencement of such payments, but shall not exceed an amount equivalent to a monthly rate of pay of \$5,000 however, for any pay period, the amount of such protection shall be reduced by any amount that the Employee receives for such pay period as a retirement or disability pension from the Public Employees Retirement Association, the Duluth Firemen's Relief Association, the Duluth Police Pension Association, or from the federal government pursuant to the Federal Old-Age, Survivors and Disability Insurance Act, and by any other disability insurance or disability annuity payment, and by any amount that the Employee receives as workers' compensation in lieu of wages or salary. Any cost of living adjustment to any amount received as a retirement or disability pension or as workers' compensation shall not be used to reduce the amount of such protection. The amount of such protection for any pay period shall also be reduced by any amount that the Employee receives as wages or salary during that pay period, but only when the total amount that the Employee has received for wages or salary during the calendar year exceeds \$5,000.

31.4. Deductions and work assignments

- A. Payment of benefits due under this article shall be calculated for each regular pay period, and shall be paid for the period at the same time as Employees are then paid pursuant to Article 25 of this Agreement. For any pay period the City may deduct from the payment of benefits any amount which the Employee previously received as payments of benefits but to which the Employee was not entitled because of the provisions of this Article.
- B. As benefits due under this article, the employer may offer to any Employee who is disabled an Assignment, at such Employee's present rate of pay, to any Position, or one with tasks or equipment modified to accommodate Employee's medical restrictions, in their present or lower classification, the duties of which the Employee is medically able to perform. Such Assignment shall not result in the denial of promotion to, or the layoff of, a classified Employee.

31.5. Within 24 months from the date of injury or illness causing such disability, if the

Employee is still receiving benefits pursuant to this article, the Employee shall:

- A. Return to the Position with the City which the Employee occupied when they became disabled; or return to a Position with the City, which may have tasks or equipment modified to accommodate Employee's medical restrictions, for which the Employee is qualified, if such Position is available; but only if the Employee provides written information from a physician, chosen and compensated by the City, which indicates that the Employee is then capable of performing the duties of such Position; or
- B. Request rehabilitation or retraining designed to return the Employee to other work which produces an economic status as close as possible to that enjoyed by the Employee before the illness or injury; the costs of such rehabilitation and/or retraining shall be borne by the City; such rehabilitation or retraining may include, but is not limited to medical evaluation, physical rehabilitation, work evaluation, counseling, job placement, and implementation of on-the-job short-term training; or
- C. Apply for permanent total disability status. Total disability, (as defined in Minnesota Statute 176.101, Subd. 5) means the total and permanent loss of the sight of both eyes, the loss of both arms at the shoulder, the loss of both legs so close to the hips that no effective artificial member can be used, complete and permanent paralysis, total and permanent loss of mental faculties, or any other injury which totally incapacitates the Employee from working at an occupation which brings them an income.

31.6. Receipt of long-term income protection benefits shall cease at the expiration of 24 months from the date of injury or illness causing such total disability unless the Employee has complied with Section 31.5 of this Article and has been determined to be returned to work, rehabilitated and/or retrained, or eligible for continuing total disability benefits because the Employee is disabled as defined in paragraph 31.5. Such determination shall occur upon the occurrence of paragraph 31.7.

31.7. Medical verification by the Employee's treating physician and a physician appointed by the City that the determination is consistent with the Employee's medical condition. In event of disagreement, a third physician mutually agreed upon by the Employee and the City shall act as arbitrator. The arbitrator's decision as to whether the determination is consistent with the Employee's medical condition shall be binding on both parties, and not subject to the grievance procedure.

31.8. Disagreements under this article, except Section 31.7, shall be subject to the Grievance procedure.

ARTICLE 32 - WORKERS' COMPENSATION

32.1. An Employee who suffers an injury compensable under the Workers' Compensation Act and is absent from work as a result thereof, shall be paid an amount by the Employer during such absence equal to the difference between the amount received by them under the Workers' Compensation Act and their gross Monthly Pay, including earned longevity, subject to the following:

32.2. For each hour of absence the Employee shall be charged for one-third (1/3) of an hour 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, except as otherwise provided for in this agreement.

ARTICLE 33 - JURY DUTY

33.1. An Employee shall receive their regular daily pay when attending any required appearance for jury duty; provided, however, that if an Employee is released from such duty prior to the expiration of their normal work day, the Employee shall immediately return to their job and continue their duties as an Employee.

ARTICLE 34 - LEAVES OF ABSENCE

34.1. 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 City, or who for any reason considered good by the Appointing Authority desires to secure leave from their regular duties, may, on written request approved by the Appointing Authority, be granted special leave of absence without pay for a period not exceeding one (1) year; provided, however, any leave that exceeds thirty (30) calendar days must also be approved by the City Administrator or their designee.

34.2. 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.

34.3. The Appointing Authority or City Administrator or their designee 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 the re-employment list for the class for which the Employee is classified.

34.4. No leaves without pay will be granted until the Employee has used all accumulated vacation and accrued compensatory leave.

34.5. 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, except for provisions covered under Section 34.12. Any Employee wishing to be covered under the City's insurance plans may for the first six (6) calendar months of such leave pay the Employee's and the Employer's share of the cost of coverage.

34.6. Leave of absence without pay for a period of less than thirty (30) calendar days may be granted by department head. Leaves of absence for over three (3) consecutive days should not be approved by any department head except for the following reasons:

- A. When it is shown that the City will benefit from such leave.
- B. Personal or family emergency.

- C. As provided for in section 12 of this article.
- D. Service upon a board or a commission where such leave is required for attendance at such meeting, and/or will benefit the City.

34.7. 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.

34.8. 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 the Employee makes written application for reinstatement to the Appointing Authority within ninety (90) days after termination of such service.
- D. That the Employee submits to the Appointing Authority an honorable discharge or other form of release by proper authority indicating that their military or naval service was satisfactory.

34.9. 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 the Employee had been actually employed during the time of such emergency.

34.10. 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, and who has not served the required probationary period for said Position at the time of becoming a member of said armed forces, shall with the approval of the Civil Service Board, at the date that the Employee becomes a member of the armed forces of the United States, be considered to have completed said probationary period and shall thereafter have full Civil Service status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with section 34.7 of this article, and shall, upon completion of such military service, if the person is physically and mentally able to perform the duties of the Position, be reinstated to the Position which they held at the time of becoming a member of said armed forces in accordance with this article.

34.11. Military leave of absence shall be granted with pay the greater of fifteen (15) days per year or as required by Minnesota Statutes 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 City during the time the Employee is working.

34.12. Union Representation Leaves of Absence

- A. As required by the Minnesota Public Employees Labor Relations Act, 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 with at least thirty (30) calendar days' advance notice, 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.

- B. 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 29 or to provide long term disability protection under Article 31. No such Employee shall receive leave of absence with pay pursuant to this paragraph in excess of a total of 6 calendar months in any calendar year.
- C. No benefits or seniority shall be lost by the Employee who is on leave of absence for the purpose of serving as an officer or representative of the Union and benefits and seniority shall be accrued during this leave. The Employer shall submit to the Union an invoice for reimbursement of an amount based on such Employee's benefits accrued during such Union leave.

ARTICLE 35 - ASSIGNMENT, TRANSFERS & DEMOTIONS OF EMPLOYEES

35.1. The Transfer of an Employee from a Position in one class to another Position in the same class in the same department shall be called an Assignment and may be made by the Appointing Authority; provided, that if change in the rate of compensation is involved, the Assignment may be made only if the consent of the Union is obtained.

35.2. Departmental Transfers. The Transfer of an Employee from a Position in one job title to another Position in the same job title in a different department shall be called a departmental Transfer, and may be made only with the consent of the Appointing Authority or authorities concerned and the Employee; provided, that if, in the judgment of the Appointing Authority of the department to which the Employee is transferred, the services rendered by the Employee are not satisfactory, or if the Employee feels that the new Position is unsatisfactory, such Employee shall be returned to their original Position at any time within (30) calendar days after the department Transfer is made.

35.3. Any Employee who desires to be transferred may inform the City Administrator or their designee in writing of such desire, stating the reasons therefor, and the City Administrator or their designee shall, if the Employee considers the reasons sufficient and if they think such Transfer will be for the good of the City service, call to the attention of the Appointing Authorities concerned the desire of the Employee to be transferred when a Position in some other departmental unit becomes vacant; provided, that the City Administrator or their designee may themselves take the initiative recommending Transfer when they considers such actions for the good of the City

service.

35.4. The voluntary Transfer of an Employee shall result in suspension of seniority in the original department; provided, that return to the original department shall revive the seniority so suspended. No seniority shall be lost in Involuntary Transfers.

35.5. Demotions:

- A. Upon the request of an Employee or by the Appointing Authority, an Employee may be reclassified from a higher to a lower paid classified Position, which in the discretion of the Appointing Authority, the Employee is eligible to fill.
- B. The Appointing Authority proposing the Demotion of an Employee shall make their recommendation in writing to the City Administrator or their designee, and shall supply the Employee with a copy of such recommendation, and such recommendation shall give the future date on which the proposed Demotion is to become effective, the class to which it is proposed to demote the Employee, the new rate of pay, and any other information that the City Administrator or their designee may require; provided, that the recommendation shall also advise the Employee that they may grieve pursuant to Article 45 of this agreement if the Employee does not agree with the Appointing Authority's recommendations.

35.6. Appointment to New Job Title. Employees voluntarily appointed to a new job title may, at the Employee's discretion, return to their previous job title and position at any time within (30) calendar days after the appointment is made without any loss of seniority.

35.7. Maintenance Worker Vacancies. Maintenance Worker vacancies shall be offered by seniority to all current Maintenance Workers.

ARTICLE 36 - DISCIPLINE, SUSPENSIONS, REMOVALS

36.1. Discipline: Disciplinary action may be imposed upon an Employee only for just cause. Disciplinary action may be grieved by the Employee through the regular Grievance procedure as provided in this agreement. Disciplinary action shall include only the following: 1) written reprimand; 2) suspension; 3) Demotion; and 4) removal. Except in the case of a severe breach of discipline any suspension, Demotion, or removal action shall be preceded by a written warning. An Employee shall be given the opportunity to have a Union representative present at any questioning of the Employee during a meeting with a Supervisor for the purpose of determining what disciplinary action against the Employee will be taken. An Employee shall be given the opportunity to have a Union representative present during a meeting where a performance improvement plan (PIP) is presented and/or reviewed. If the Appointing Authority has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public.

36.2. Suspensions:

- A. The Appointing Authority or any Supervisor acting for them in their absence, may for disciplinary purposes suspend without pay any Employee under their supervision from the performance of the Employee's duties for one (1) or more periods aggregating not more than fifteen (15) working days in a calendar year for

each disciplinary incident unless the union and the Employer mutually agree to a longer period of time.

- B. Employee to be notified of suspension: In case the Appointing Authority or the Supervisor acting in their place suspends any Employee, they shall forthwith give written notice to the suspended Employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the Employee or send by certified mail to the Employee's last known address; they shall also forthwith send to the Union a copy of such notice sent to the Employee. Such notice shall also advise the Employee that they may grieve pursuant to this agreement if they disagreed with the action of the Appointing Authority.

36.3. Removals:

- A. An Appointing Authority may, except as provided in Article 37, remove any Employee who has completed the probation period prescribed in accordance with Section 13-69 of the Civil Service code only for just cause.
- B. Any charges filed against any Employee shall state specifically the just cause or causes the Appointing Authority feels are sufficient to constitute grounds for removal, and in addition, the specific act or acts of such Employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the City" be considered for removal and that in no case may an Employee be removed on account of their religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.
- C. Any Employee proposed to be removed for just cause, shall be notified in writing of the charges against them, the date of separation, and the rights of the Employee to file a formal Grievance under the union contract. The Appointing Authority shall forthwith personally deliver such written notice to the Employee or send by certified mail to the Employee's last known address and shall also forthwith send to the Union a copy of such notice sent or delivered to the Employee.
- D. If the Employee being removed files a Grievance, or demands a veterans hearing, the Employee shall be placed on suspension without pay until the Grievance is resolved except during the time where suspension without pay is prevented by law.

36.4. Personnel Records. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the Employee and if corrected shall not be entered into the Employee's personnel office record. Investigations which do not result in disciplinary actions shall not be entered into the Employee's personnel office records. Each Employee shall be furnished with a copy of all disciplinary entries into all their personnel record and shall be entitled to a written response included therein. All disciplinary entries in the personnel record shall state the corrective action expected of the Employee. The contents of an Employee's personnel office record shall be disclosed to them upon request and to the Employee's union representative upon the request of the Employee in accordance with state law. In the event a Grievance is initiated under Article 44, the Appointing Authority shall provide a copy of any items from the Employee's personnel office record upon request of the Employee.

ARTICLE 37 - RESIGNATIONS

37.1. Any Employee who wishes to resign in good standing shall give the Appointing Authority written notice of at least two (2) weeks, unless the Appointing Authority consents to them leaving on shorter notice.

37.2. If any Employee resigns without giving the required notice, failure to give the required notice may be considered sufficient reason for rejecting any future application from them to enter tests.

37.3. Any Employee who is absent from duty for three (3) consecutive business days without securing leave from the Employee's immediate Supervisor or without notifying the Supervisor of the reason for the Employee's absence and the time when the Employee expects to return, or who fails to notify the Manager of Human Resources, Healthcare and Safety of the Employee's readiness to resume the Employee's duties within five (5) days after the expiration of a leave of absence, shall be considered to have resigned, and such resignations shall be treated as a resignation.

ARTICLE 38 – SEPARATION PAY

38.1. When an Employee separates from City employment, they shall be paid in full on the payroll covering the last day they actually worked for their wages due, the value of accumulated vacation time, time off due for holidays which fell on their days off, and unused compensatory time off, such value to be calculated based on their Basic Hourly Rate at the time of their separation.

ARTICLE 39 - LAYOFFS OF CLASSIFIED EMPLOYEES

39.1. When, because of lack of work or funds, or to obtain efficiencies, or for other causes for which an Employee is not at fault, there is a reduction in the number of Employees in a job title within a department, the following procedure shall apply:

- A. All Temporary, Non-bargaining Unit Temporary, Non-bargaining Unit Part-time, and provisional, and substitute Employees shall be the first to be laid off within that department, except those Employees working as shelvers at the library, recreation workers, special events coordinators and aides, , ballfield maintenance workers, laborers (rose garden, gardeners, grass mower, litter pickup, street marking and legend painters).
 1. Permanent Employees who are substituting in a vacant Position shall, during any layoff affecting their permanent Position or the Position to which they are substituting, return to their permanent Position.
 2. Permanent Employees who are promoted provisionally shall, during any layoff affecting their permanent Position or the Position to which they were provisionally promoted, return to their permanent Position.
 3. Permanent Employees who are on a leave of absence shall, during any layoff affecting their Position, be deemed to have returned to their Position.
 4. If any City Employee is displaced from a regular civil service Position with the Employer, then the Employer shall allow the displaced Employee to replace any temporary, Non-bargaining Unit Temporary, Non-bargaining Unit Part-time, provisional, seasonal, or substitute worker who is

performing work in a Position for which the laid off Employee meets the job requirements, at the laid off Employee's regular rate of pay with the same benefits as received by a permanent Employee. If any Employee qualified to shelve books, in the library department is laid off, they may displace part-time library book shelvees to the extent possible to secure fulltime employment at the Employee's regular rate of pay and receiving regular benefits.

5. In filling any temporary, Non-bargaining Unit Temporary, Non-bargaining Unit Part-time, provisional, seasonal, or substitute Positions, the Employer shall first offer such Positions to individuals whose names appear on a City re-employment list, and who meet the job requirements of the Position being filled, by seniority, as provided for in this agreement at the Employee's regular rate of pay and with the same benefits as received by a permanent Employee. However, the Employer need not make such an offer to an individual who has declined three offers of temporary, Non-bargaining Unit Temporary, Non-bargaining Unit Part-time, provisional or seasonal work, or who has declined an offer of a full-time, permanent Position.
 6. The Employer agrees to comply with the provisions of the Minnesota Public Employee Labor Relations Act (PELRA) in the hiring of Temporary Employees. The Employer also agrees the same standard shall apply to Temporary Employees hired through an employment agency.
- B. For purposes of layoff, seniority shall be determined by using the Employee's original hire date from which the Employee has been Continuously Employed within this bargaining unit after December 31, 1985, to determine the least senior. Employees employed before January 1, 1986, who are currently in the bargaining unit shall retain seniority held and calculated as of December 31, 1985. Seniority ties shall be determined in the manner laid out in Article 20.
- 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 journeyperson or an Employee who has completed said program has been recalled or withdraws their name from said list or who has been removed from said list according to Sections 40.6 and 40.7.
- 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 job classification in the same job series within the same department, provided the bumping Employee has greater seniority than the Employee whom they bumps, and such bumping shall be accomplished according to the following procedure:
1. When a Position in a series of job titles is eliminated, the Employee in that Position shall be given the option to bump by seniority (e.3.) into any Position in the same job title within the department. 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 within that department.
 2. The procedure as described in (Sec. d. 1) shall be followed in each lower

job title until the least senior Employee(s) in the lowest job title in a series within the department is laid off.

3. Any Employee who chooses not to exercise their bumping rights shall be placed on the re-employment list.
 4. When a Position that is not in a series of job titles is eliminated, the least senior (39.1.b.) Employee in that job title within that department shall be laid off.
- E. For the purposes of this article, the following job series shall each be treated as separate departments: Custodial, Secretarial-Clerical, Accounting and Bookkeeping.
- F. For purposes of this article only, the Employees in the Building Safety Division will bump in the layoff series as if they are in the Public Administration Department.

39.2. Job titles

- A. For the purposes of this article, job title(s) shall be defined to mean Civil Service job classification(s). For the purpose of this article, the Civil Service Classifications of Clerical Technician and Clerical Support Technician (J.A.T.C.) shall be treated as one job title. Layoffs and/or bumpings that occur within this composite job title shall be according to the process that is set for in section 39.1.
- B. For the purposes of this article, the Civil Service job classifications of Collection System Maintenance Worker and Utility Operator shall be treated as one job title.

39.3. "Series of job titles" or "job series" as referred to in this article shall be the list of job titles and their order that are negotiated between the union and the Employer.

39.4. Demotions made in accordance with this article are not subject to the requirements contained in Article 35 - Demotions, but are subject to the Grievance procedure in this collective bargaining agreement.

39.5. The Employer shall notify in writing the Employee or Employees to be laid off at least ten (10) working days prior to actual layoff and shall forthwith transmit to the Civil Service Board and the Union the names of those so notified.

39.6. The Employer will offer to meet and confer with the Union prior to completing any layoff plan. The Employer and Union may enter into a written agreement regarding one or more of the following topics:

- A. Length of layoff notice (longer than that provided in Article 39.5);
- B. Job and retraining opportunities;
- C. Alternative placement methods;
- D. Early retirement options;
- E. Voluntary reduction in work hours;
- F. Furloughs;
- G. Bumping/vacancy options for Part-Time Bargaining Unit Employees to preserve their insurance eligibility or contribution; and
- H. Other methods of mitigating layoff or their effect on Employees.

39.7. Voluntary Unpaid Leave of Absence. The Employer may allow Employees to take and/or stagger unpaid leaves of absence pursuant to Article 34 to reduce layoffs otherwise necessary.

39.8. Forced Transfers

- A. No City of Duluth Employee will be forced to Transfer or reclassify into the Utility Operator classification. Employees holding the classification of Collection System Maintenance Worker, Regulator Mechanic, Lift Station Operator, Pipeline Welder, or Utility Resources Specialist, will be allowed to hold such classification for the remainder of their employment with the City; all the way to and including their retirement if the Employee so chooses. The City will maintain these classifications and agrees not to eliminate them so long as there are Employees who wish to remain in these classifications.
- B. The Layoff Series Agreement between the City of Duluth and A.F.S.C.M.E. Local 66 will be revised to allow Collection System Maintenance Workers and to bump into the Utility Operator Position, according to date of hire, in the event of a layoff.
- C. Seniority for those Employees holding the title of Utility Operator will be determined based upon each Employee's date of hire with the City, with the exception of Employees who promote, demote, or are reclassified to Utility Operator. Seniority for Employees who promote, demote, or are reclassified to Utility Operator will be based on the date of their classification to Utility Operator. Employees will maintain this seniority as long as they hold such classification.
- D. No employee will be forced to Transfer or reclassify from the Traffic Maintenance Worker job classification or other position into the Heavy Equipment Operator job classification. Employees holding the classification of Traffic Maintenance Worker will be allowed to hold such classification for the remainder of their employment with the City.

ARTICLE 40 - RE-EMPLOYMENT LIST

40.1. The name of any Employee who has been laid off shall be placed on the re-employment list, which shall be the same list required by the Civil Service Code. The City Administrator or their designee shall enter on the appropriate re-employment list(s), (as provided for in Sec. 2 and 3 of this article), the name(s) of those Employees eligible for reemployment 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.

40.2. For job title(s) that are in a City-wide Department (see Article 39.1.e.,)

- A. The name(s) of laid off Employees shall be arranged on a re-employment list for the job title from which an Employee was laid off and for all lower job titles in the same series in the order of their total seniority with the City.

40.3. For job titles not in a City-wide Department, the name(s) of any laid off Employee(s) 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(s) was laid off and by arranging said Employee(s) name by total seniority with the City.
- B. A list of any lower job title(s) within the Department that has been determined to

be part of the same job series, as provided for in Article 39, and by arranging said Employee(s) name by total seniority with the City.\

- C. A list by job title(s) on a City-wide basis and arranging said Employee(s) name by total seniority with the City. This list should be used for those job titles which have the same job description and are used in more than one Department.

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

- A. Employees not in a City-wide Department.
 - 1. Sec. 40.3(a) shall be followed first.
 - 2. Sec. 40.3(b) shall be followed second.
 - 3. Sec. 40.3(c) shall be followed third.
- B. Employees in a City-wide Department.
 - 1. Sec.40.2(a) shall be followed.

40.5. Employees who have or could be placed on the re-employment list by other articles of this agreement or as provided for by Civil Service Rules shall have their name placed on appropriate lists as provided for in Sec. 40.2 and 40.3.

40.6. To determine if any Employee is interested in remaining on such re-employment list(s), the City Administrator or their designee shall, on or about the anniversary date of the layoff and when a Position(s) becomes available, contact by certified mail or email each Employee who has not been re-employed. Employees shall have fourteen (14) calendar days to respond by certified mail or email to the City Administrator or their designee if they are interested in accepting a Position or if they are still interested in remaining on a re-employment list. Employee are responsible for providing and updating the Employer with their current mailing and email addresses.

40.7. The City Administrator or their designee 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 41 - PROBATION TERM

41.1. Employees hired after ratification of this Agreement by both parties may be required to serve a probation period which shall not exceed twelve (12) consecutive calendar months. Internal Employees transferred or promoted to a new classification may be required to serve a probation period which shall not exceed six (6) consecutive calendar months. Such Internal Employees will return to their former classification if the probationary period is not successfully completed with no loss of seniority in the classification to which the Internal Employee is returning. Effective January 1, 2019, Seasonal Employee may be required to serve a probation period which shall not exceed 1,040 hours worked after January 1, 2019.

ARTICLE 42 - EMPLOYEE SAFETY

42.1. 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 safety committee approved personal protective clothing and equipment, including, but not limited to rubber gloves, hip boots, rain gear, hard hats, protective shields, safety appliances, special tools required for safety, fire resistant clothing, and scaffolding, and train the Employees using such equipment in the proper use of same. The Employer reserves the right to determine what departments and personnel should receive the above-listed equipment. 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.

42.2 The Employer and the Union take a strong stance in creating and promoting a safe and respectful work environment for all of its employees. They are required to treat coworkers, supervisors, and the public respectfully and to refrain from acts or comments that incite or constitute violence and/or Unlawful Discrimination. Any acts of harassment or violence and/or Unlawful Discrimination will be promptly and thoroughly investigated.

ARTICLE 43 - CIVIL SERVICE RULES

43.1. The Employer and Union agree that Grievances regarding the interpretation or application of provisions contained in both this Agreement and Chapter 13 of the Duluth City Code, which deals with Civil Service, shall be resolved pursuant to the procedures set forth in said Chapter 13 of the City Code, and shall not be subject to the Grievance procedures contained in this agreement.

43.2. The Union shall be afforded the opportunity to discuss contemplated changes to the Civil Service Rules with the Employer.

43.3. In addition to the authority and responsibility conferred upon the Civil Service Board by the City Charter and the other provisions of Chapter 13 of the Duluth City Code, the Board shall act in accordance with the authority and responsibility conferred upon it by any provision of this collective bargaining agreement.

ARTICLE 44 - PERSONNEL COMMITTEE

44.1. A committee consisting of one representative of the Union and one representative of the Human Resources Division of the City of Duluth shall be established to meet and confer on the following functions during the period of this Agreement:

At least once every three (3) months, the Personnel Committee shall meet to discuss job audits and related 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. Upon completion of staff audit work, a copy of the audit shall be sent to the Union no later than fourteen calendar days prior to the date it is scheduled on the Civil Service Board Agenda.

44.2. The Personnel Committee shall meet and negotiate the pay rate and placement in

a layoff series 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.
- C. When the Employer creates a new job description or amends a current job description, it shall notify the Union of the proposed rate of pay. The Employer and the Union shall meet and negotiate regarding the rate of pay for the job description. If the Employer and the Union are unable to reach an agreement as to the rate of pay for the job description within 10 days from the Employer's written notice to the Union that a pay rate must be set, then either may request mediation services from the Bureau of Mediation Services.
 - 1. If agreement has not been reached after one mediation session or if a second session has not occurred within 20 days of the date of the request, then either party may request the mediator to make an immediate written recommended settlement. The recommendation shall become binding 5 days after receipt of it by the Employer.
 - 2. The cost, if any, of the mediator shall be equally split between the Employer and the Union.
 - 3. The Employer and the Union shall each submit to the mediator only one final best position for the pay rate for the job description. The only other materials that a party may present to the mediator are:
 - a. discussion held in the mediation session;
 - b. joint stipulations as to facts;
 - c. affidavits of individual parties, should the parties disagree as to the facts;
 - d. a copy of the approved civil service job description;
 - e. staff job evaluation reports, with pay equity study results used only to show if there is non-compliance; and
 - f. a letter supporting its position (not to exceed two (2) pages 8½ x11 inches, double-spaced, with one inch margins and twelve point type).

The mediator's written recommendation shall award either the Union's final position or the Employer's final position. The mediator shall have no power to make any recommendation other than the final, best position submitted by one of the parties.

44.3. The Personnel Committee shall meet to discuss the establishment of apprenticeship programs. If the Employer and Union representatives on the Committee mutually agree on such a program, a supplemental agreement shall be prepared and recommended for approval by the City Council.

44.4. Job Audits. The Employer agrees to provide a list of the current jobs awaiting completion of a job audit.

- A. The Employer agrees to make any pay adjustments from job audits effective no later than six months from the date the job audit request is filed.

ARTICLE 45 - GRIEVANCE PROCEDURE

45.1. 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 appropriate first line or division manager or, in the absence of such manager, to their authorized representative with a copy of the Grievance being sent to the Department Director.

- A. Within ten (10) working days of receipt of the Grievance, the manager shall meet with the grieving Employee/s and the steward to try to fairly and equitably resolve the Grievance.
- B. The manager, in consultation with the department head shall present the Employer's position in writing to the Employee or Employees and the Union within ten (10) working days of the date of the meeting stated above in Section 45.1(A).
- C. Grievances not resolved within the department must be presented by the Employee or Employees through the Union in writing to the City Administrator or designee within twelve (12) working days after the Employer has given its reply to such Grievance.
- D. The City Administrator or designee shall reply in writing to the aggrieved Employee or Employees and the Union within twelve (12) working days after receipt of such Grievance. Should the Union desire to meet with the City Administrator to discuss the Grievance and seek a resolution they shall do so in writing. Should the City Administrator agree to meet, they shall have 12 days from the date of the meeting to issue the response required in this section.
- E. The resolution of Grievances settled by the procedures set forth in this paragraph shall be reduced to writing and signed by the Employee or Employees, the Union and the Employer.

45.2. If the Grievance is not settled in accordance with the foregoing procedure, the Union may, within twelve (12) working days after receipt of the reply of the City Administrator or designee submit the Grievance to arbitration by serving notice in writing of such submittal upon the City Administrator or designee. Either party may request the Bureau of Mediation Services of the State of Minnesota to submit a panel of at least five arbitrators. The parties shall each have the right to alternately strike names from the panel until one name remains. 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 the parties.

45.3. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue(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 within 30 days 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 the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the Grievance presented.

45.4. The decision of the arbitrator shall be final and binding upon the parties, except that an appeal may be taken to the District Court on the grounds that the order of the arbitrator violates the provisions of Minnesota Statutes Annotated.

45.5. The fee 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.

45.6. 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 Employee or Employees or Grievance Committee 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.

45.7. All documents, communications, and records dealing with a Grievance shall be filed separately from the personnel files of the Employees involved.

45.8. Access to all information necessary to the determination and processing of a Grievance shall be made available to all participants.

ARTICLE 46 - UNION RIGHTS

46.1. 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 Basic Agreement, together with a list of the officers of the Union, and designated steward in the Employee's department.

46.2. The AFSCME Basic Unit designated member(s) shall receive an appointment for a new hire employee orientation. During the new hire or hire's orientation, the city will provide up to 30 minutes for the basic unit member to discuss membership, stewards and contract administration.

ARTICLE 47 - P.E.O.P.L.E. CHECKOFF

47.1. The Employer shall deduct from the wages of any Employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union. The Employer shall remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 48 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

48.1. 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 renegotiation, except with the mutual consent of the parties.

ARTICLE 49 - DURATION OF AGREEMENT

49.1. Subject to any specific limitations or extensions of effective periods which may appear elsewhere in this Agreement, this Agreement shall be effective as of the 1st day of January, 2025, and shall remain in full force and effect through the 31st day of December, 2027, and from year to year thereafter unless either party shall give written notice to the other party of such party's desire to initiate bargaining discussions over changes of any one (1) or more of the provisions contained in this Agreement, such notice to be given not less than sixty (60) days prior to the date of expiration of this Agreement.

ARTICLE 50 - JOINT APPRENTICESHIP TRAINING COMMITTEE

50.1. The Employer and the Union have entered into a separate agreement for the establishment of standards of apprenticeship. The standards of apprenticeship require the establishment of a Joint Apprenticeship Training Committee (J.A.T.C.). In order to clarify the Committee's function, the following shall apply: The Joint Apprenticeship Training Committee shall approve all apprenticeship programs, including training programs, course content, the development of a monitoring system to comply with the established programs, and the development of a verification and certification procedure for compliance. The Joint Apprenticeship Training Committee shall not be responsible for the establishment of pay rates, job descriptions, or contract language for the implementation of those programs.

ARTICLE 51 - REOPENERS

51.1. The parties agree to:

- A. Meet and confer in the Labor Management Committee or any subcommittee thereof

to recommend any appropriate changes to the current hospital-medical insurance, sick leave, and disability plans, to achieve reasonable and conservative cost containment; and

- B. Upon request by either party, meet and negotiate items addressed in 51.1(a) in conjunction with the creation or development of a comprehensive disability plan and/or changes to hospital-medical plan design.

51.2. The parties agree to meet and concur, to discuss changes in the structuring of the Apprenticeship Programs, and then propose contract changes prior to the expiration of this Agreement for the successor Agreement.

ARTICLE 52 - COMPARABLE WORTH

52.1. The employer agrees to comply with current comparable worth laws. If any changes are necessary, they will be negotiated with the bargaining unit.

ARTICLE 53 - FLEXIBLE BENEFITS

53.1. Any Employee may participate in the City of Duluth flexible benefits plan in accordance with federal law.

ARTICLE 54 - PART-TIME AND SEASONAL EMPLOYEES

54.1. Part-time Positions will be filled in accordance with Civil Service Rules (Duluth City Code Chapter 13) and existing practices and procedures used for full-time Employees as set forth in this contract for full-time Employees. Part-time Positions that increase from under 24 hours a week averaged per pay period to more than 24 hours a week averaged per pay period, or from under 30 hours a week averaged per pay period to more than 30 hours a week averaged per pay period, will be reposted and interested Employees will be selected off the appropriate Civil Service list and in accordance with Civil Service Rules (Duluth City Code Chapter 13).

54.2. Benefits will accrue to Part-time Employees in the following manner:

- A. Employees who are scheduled to work 14 or more but less than 24 hours a week averaged per pay period will accrue benefits at $\frac{1}{2}$ the full time rate for that pay period.
- B. Employees who are scheduled to work 24-30 hours a week averaged per pay period will accrue benefits at $\frac{3}{4}$ the full time rate for that pay period.
- C. Employees who are scheduled to work more than 30 hours a week averaged per pay period will accrue benefits at the full time rate for that pay period.
- D. Seasonal Employees, regardless of hours worked, shall not be eligible for any Employee benefits, either active or retiree, contained in this Agreement, except that Seasonal Employees shall receive full time off with pay for the holidays listed in Article 27 that fall within their seasonal period of employment. Seasonal workers will receive compensation at a rate of two (2) times their current Basic Hourly Rate for each hour worked on those holidays recognized in this Agreement. Seasonal Employees will accrue one (1) hour of paid leave for every 50 hours worked. Unused paid leave will be converted into cash and paid to the Employee upon employment separation each season. The number of Seasonal Employees will not exceed 10% of the number of budgeted, full-time A.F.S.C.M.E. bargaining unit Employees for the given year. No full-time or permanent Employee covered by this Agreement will be displaced by a Seasonal Employee.
- E. The Employer agrees to pay for the Part-Time Employees without claimed dependents pursuant to Section 21.1(A). Part-time Employees are not eligible for dependent (family) health care coverage.
- F. Part-time, qualified Employees will be eligible for active benefits, on a pro-rated basis, according to their work schedule, effective after the same time periods as their full-time counterparts. Any Part-time Employee hired on or after January 1, 2007, shall not be eligible for any retiree health care (Articles 23-24), any lump sum payment to a health care savings plan account (Article 23.6) or retiree life insurance benefits (Article 15).

54.3. Part-time Employees who are laid off are entitled to the same rights as full-time

Employees as outlined in Article 39.1. Seasonal Employees may be eligible for rehire, but must reapply each year. A Seasonal Employee does not have the right to replace any Employee under Article 39. Seniority for part-time Employees shall be calculated based upon annual hours scheduled to be worked (1950 hours for pay ranges 116 to 142 and 2080 hours for pay ranges 14 to 39 shall be equivalent to one full year of full time employment). For holidays, each part time Employee will be scheduled to work a fraction of each holiday based upon the hours they are scheduled to work each week and shall be granted time off with pay. Overtime will be paid according to the provisions set out in the collective bargaining agreement.

54.4. The Employer retains the right to determine staffing levels and the number of hours of Positions. The Employer retains the right to implement layoffs as provided in Article 39 and manage the workforce as provided in Article 5. Due to a financial crisis, the City may temporarily Transfer an Employee from one department to a different department without loss of pay, benefits, or seniority.

ARTICLE 55 – LABOR-MANAGEMENT COMMITTEE

55.1. The Employer and the Union shall participate in the bona fide joint labor-management committee, as established with the assistance of the Bureau of Mediation Services for the continuing purpose of meeting and discussing matters of mutual concern. The labor-management committee shall consist of representatives of the Employer and representatives of participating Unions and shall be chaired jointly by a representative of the Employer and a representative of participating Unions. The labor-management committee has the authority to establish labor management subcommittees, including the joint Health Insurance Labor Management Subcommittee provided for in Article 55.2, monitor their progress, forward subcommittee recommendations to the Administration, and dissolve subcommittees. The labor-management committee shall operate on a recommendation basis only, and the committee chairs shall mutually determine all questions of process, procedure and agenda content. The labor-management subcommittees will be responsible for collaboratively addressing common interests that may include, but are not limited to the following:

- A. Budget related issues
- B. Employee retention
- C. Working environment
- D. Health and safety issues
- E. Work process and customer service improvement
- F. Employee recruitment and retention
- G. Health Insurance

55.2 Health Insurance Labor-Management Subcommittee. It is jointly agreed between the Union and the City that the goal of the two parties is to establish a joint health insurance labor-management subcommittee under the labor management committee set forth in Article 55.1.

- A. The purpose of the joint Health Insurance Labor Management Subcommittee is to meet and discuss issues relating to health care for plan participants and to:
 1. raise issues, questions, concerns and recommendations to the City's representative to the Board of Trustees relating to the Pool;
 2. to keep plan participants informed of the activities of the Board of Trustees;
 3. to offer recommendations to the City representative on the Board of Trustees for modifications and additions to plan provisions offered under the Employer's health plans and to propose programs such as wellness or other health promotion programs.
 4. Discuss the number and type of health insurance plans and the benefit levels in such plans that will be offered to City Employees and others participating in the City's health insurance program.
- B. It is the intent of the parties that the joint Health Insurance Labor-Management Subcommittee shall be comprised of the following members, divided between union and management representatives:
 1. One member selected by each of the City bargaining units adopting this agreement, and one additional member selected by the Basic Unit, should it adopt this agreement;
 2. The City Administrator of the City or their designee; and
 3. As many management representatives, or their designees, selected by the City Administrator of the City, as the City Administrator deems appropriate, but not to exceed the number of bargaining unit members;
 4. There shall be one member selected by the City's retiree's organization.
- C. The joint Health Insurance Labor Management Subcommittee may, at its discretion, provide its views to the Board of Trustees on matters related to the operation of the Pool including, but not limited to:
 1. the selection of the third party administrator for the Employer's health and dental plans;
 2. the nature and costs of various service providers to the Pool;
 3. the nature and costs of administrative services provided by the City to the Pool.

D. The Employer, as Member of the Joint Powers Enterprise, agrees to inform the joint Health Insurance Labor Management Subcommittee of the dates, times and locations of all meetings of the Board of Trustees and shall provide to the Subcommittee meeting materials related thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF DULUTH

LOCAL 66 of A.F.S.C.M.E., represented by A.F.S.C.M.E. Minnesota Council 5

By DocuSigned by: Roger J. Reinert
Mayor

Signed by: Wendy Wohlwend
By _____
Chair, City of Duluth Basic Unit

Attest DocuSigned by: Ian B. Johnson
City Clerk

Signed by:

Date: 2/10/2025 | 12:10:31 CST



By DocuSigned by: Ken Loefflerkamp
Field Representative

By Signed by: Matthew Staehling
City Administrator

By Signed by: Gary Vendela
Field Director

Countersigned:

DocuSigned by: John Boyle
City Auditor

Approved as to form:

Signed by: Terri Lehr
City Attorney

APPENDIX 1

<u>TITLE</u>	<u>RANGE</u>	<u>JOB CLASS NO.</u>
Accountant I	130	3411
Accountant II	133	3310
Administrative Clerical Specialist	127	1810
Administrative Finance Specialist	129	1819
Administrative Information Specialist	129	1818
Administrative Legal Assistant	129	4221
Administrative Secretarial Specialist	127	1811
Animal Control Officer	27	4435
Animal Services Technician	21	4436
Animal Shelter Leadworker	31	1534
Applications Administrator	137	3116
Appraiser	127A-134E*	3319
Asset & Supply Specialist	30	4144
Assistant Storekeeper	24	4303
Bid & Contract Assistant	129	4227
Blight Mitigation Specialist	30	3431
Bridge Operator	27	4429
Bridge Operator - Electrical	28	4428
Budget & Grant Analyst	134	3107
Budget & Operations Analyst	133	3121
Building Maintenanceperson	26	4203
Building Maintenanceperson II	28	4202
Buyer	130	4119
Carpenter	32	5206
Chief Building Inspector	36	1755
Chief Communications Liaison	136	4124
Clerical Specialist	124	4320
Clerical Support Technician	121	4336
Clerical Technician	120	4419
CMMS Administrator	131	4125
Collection System Maintenance Worker	28	4241
Communications Infrastructure Specialist	33	1538
Communications Infrastructure Technician	31	3240
Construction Inspector	34	5102
Construction Project Coordinator	33	3312
Construction Services Combination Inspector	35	4740
Construction Services Permit Coordinator	30	4420
Contract Management & Compliance Administrator	135	1735
Corrosion Technician I	29	5409
Corrosion Technician II	32	5404

<u>TITLE</u>	<u>RANGE</u>	<u>JOB CLASS NO.</u>
Credit & Collections Administrator	135	1824
Customer Service Coordinator	33	3226
Data Practices Compliance Specialist	133	1838
Data Release Coordinator	133	1832
Database Administrator	136	3117
Digital Evidence Specialist	32	1834
Digital Navigator	23	4337
Economic Developer	135	3111
Electrical Inspector	34	5104
Electrician	32	5207
Electronics Technician	30-31	3228
Electronics Technician Leadworker	33	1533
Employment Technician	131	3421
Energy Coordinator	33	3122
Engineering Technician	28	4106
Executive Administrator - Police	134	1835
Executive Assistant	131	1828
Facilities Maintenance Specialist	28	4215
Facility Maintenance Leadworker	32	1758
Facility Projects Specialist	33	3124
Finance Office Coordinator	133	3125
Finance Technician	126	3425
Financial Analyst	70%-100% of 136E*	3120
Fire Systems Inspector	34	5105
Fire Systems Plans Examiner	30	3430
Fleet Services Coordinator	32	4244
Fleet Services Inventory Technician I	24	4448
Fleet Services Inventory Technician II	27	4449
Fleet Services Leadworker	32	1752
Forester	34	1762
Gas & Energy Coordinator	33	1750
Gas Fitter	29	4240
Gas Project Coordinator	32	1759
GIS Specialist	134-137 (4)	3213
GIS Technician	28	3236
Grant Coordinator	131	3304
Graphics Coordinator	131	3305
Heavy Equipment Mechanic	30	4133
Heavy Equipment Operator	27	4205
Help Desk Technician	129	3217
Housing Inspector	29	3404
Housing Inspector Leadworker	32	1535

<u>TITLE</u>	<u>RANGE</u>	<u>JOB CLASS NO.</u>
Human Resources Assistant	127	3420
HVAC&R Inspector	34	5103
Industrial Equipment Technician	28	4242
Industrial Painter	29	5210
Information & Communications Specialist	132	3131
Information Technician	126	3424
Instrument Specialist	36	3133
Instrument Technician	31	3235
Janitor I	21	4411
Janitor II	22	4316
Janitorial Services Coordinator	33	3145
Janitorial Supervisor	25	1807
Labor Compliance Technician	129	3429
Librarian I	131	3409
Librarian II	133	3303
Librarian III	136	1331
Library Business Office Coordinator	131	3132
Library Circulation Coordinator	131	3140
Library Custodian	22	4408
Library Safety Specialist	124	4445
Library Technician	124	4327
Lift Station Apprentice	23A-25E*	4417
Lift Station Operator	29*	4229
Maintenance Operations Leadworker	32	1756
Maintenance Worker	22	4405
Maintenance Worker Helper	16	5407
Master Electrician - Property & Facilities	34	5208
Master Electrician - Public Works & Utilities	34	5205
Master Plumber	34	1820
Measurement Services Specialist	29	4139
Meter Mechanic	29	4208
Meter Reader	22	4409
Natural Resource Coordinator	34	1760
Network Administrator	137	3215
Opioid Program Specialist	29	3239
Organizational Development Specialist	135	3238
Painter	29	5202
Paralegal	133	3224
Park Maintenance Leadworker	32	1766
Park Maintenance Operations Coordinator	31	3137
Park Maintenance Worker	28*	4141
Parking Operations Specialist	131	1744

<u>TITLE</u>	<u>RANGE</u>	<u>JOB CLASS NO.</u>
Parking Services Agent	22	4415
Parking Services Leadworker	32	1802
Parks Permit Coordinator	29	4136
Payroll Practitioner	129	3317
Peer Recovery Specialist	27	3237
Permitting Services Administrator	35	1757
Pipeline Welder	33	4432
Planner I	129	3426
Planner II	133	3302
Plans Examiner	33	3428
Plans Examiner Leadworker	32	3427
Plumber	32	5204
Plumbing Inspector	34	5101
Police Crime & Intelligence Analyst	134	1822
Police Project Coordinator	133	3324
Police Records Coordinator	132	1743
Police Records Technician I	124	1827
Police Records Technician II	128	1826
Programmer Analyst	133-136 (3)	3212
Project Coordinator	32	3321
Project Engineer	38	3112
Project Technician	27	3407
Property & Evidence Specialist	29	1829
Property & Evidence Technician	24	4410
Property & Evidence Technician - SAKI	24	4412
Property & Solid Waste Compliance Officer	30	1817
Property Services Specialist	133	3128
Prosecution & Technology Assistant	131	4128
Public Information Coordinator	135	3113
Public Works & Utilities Analyst	33	3127
Recreation Specialist	27	4434
Regulator Mechanic	31	4207
Safety & Training Specialist	135	1605
Safety Coordinator	133	1607
Seasonal Groundskeeper	18	5408
Seasonal Recreation Lead Instructor	15	5413
Seasonal Streets Laborer	19	5411
Seasonal Utilities Laborer	15	5412
Secretarial Specialist	124	4321
Senior Animal Shelter Technician	26	4237
Senior Applications Administrator	140	3144
Senior Buyer	133	3316

<u>TITLE</u>	<u>RANGE</u>	<u>JOB CLASS NO.</u>
Senior Center Coordinator	124	4444
Senior Clerical Specialist	125	4232
Senior Community Service Employment Director	134	1738
Senior Economic Developer	138	3118
Senior Engineering Specialist	35	3119
Senior Engineering Technician	31 (1)	1801
Senior Facilities Maintenance Worker	27	4315
Senior GIS Technician	30	3139
Senior Housing Developer	138	3134
Senior Library Technician	128	4223
Senior Network Administrator	140	1707
Senior Parks Planner	34	1761
Senior Planner	138	3204
Senior Plans Examiner	34	3432
Senior Police Compliance & Records Administrator	138	1839
Senior Police Crime & Intelligence Analyst	138	1833
Senior Police Data Operations & Administrative Analyst	138	1840
Senior Police Records Technician	133	1825
Senior Programmer Analyst	140	3114
Senior Project Engineer	39	1603
Senior Property Services Specialist	138	3143
Senior Ramp Worker	24	5406
Senior Safety & Training Specialist	136	1606
Senior Secretarial Specialist	125	4234
Senior Support Analyst	134	3129
Senior Systems Administrator	140	1708
Senior Transportation Planner	138	3135
Senior Water Plant Operator	34	3330
Signal Maintenance Worker	27	4307
Special Assessment Coordinator	129	3219
Special Events Coordinator	129	4127
Storekeeper	27	4201
Street Maintenance Laborer	23	4311
Street Maintenance Leadworker	32	1765
Street Maintenance Operations Coordinator	33	3138
Street Maintenance Operator	28	4245
Street Maintenance Worker	27	4308
Support Analyst	131	4126
Systems Administrator	137	3115
Technology Security Administrator	141	1728
Traffic Maintenance Worker	28	4304
Traffic Operations Coordinator	34	3142

<u>TITLE</u>	<u>RANGE</u>	<u>JOB CLASS NO.</u>
Traffic Operations Electrician	33	4226
Traffic Operations Leadworker	32	3331
Trails Coordinator	30	4143
Utilities Information Specialist	129	1831
Utility Accounts Receivable Specialist	132	1823
Utility Information Systems Analyst	33	1836
Utility Maintenance Worker	23	4310
Utility Operations Leadworker	34	1749
Utility Operations Paralegal	133	3130
Utility Operator	28*	4140
Utility Operator Apprentice	25A*	4225
Utility Programs Coordinator	33	3309
Utility Resources Specialist	31	3230
Utility Service Journeyman	28*	4220
Utility Serviceperson	25A*	4407
Utility Services Dispatcher	26	4210
Utility Services Helper	16	5410
Utility Services Specialist Apprentice	28-31*	4438
Utility Services Specialist Journeyman	31*	4238
Vehicle Maintenance Technician	25	4437
Vehicle Repair Specialist	27	4430
Victim Services Specialist	131	4129
Volunteer Coordinator	131	3311
Warehouse Specialist	30	4142
Water & Gas Maintenance Journeyman	28*	4231
Water Conveyance Leadworker	32	1764
Water Conveyance Specialist	31	3329
Water Conveyance Technician	29	4211
Water Lab Technician	27	3232
Water Plant Operator	31	4424
Water Plant Operator "B"	28	4116
Water Plant Operator "D"	24	4425
Water Quality Compliance Officer	36	3123
Water System Maintenance Foreperson	34	3136
Welder	29	4431
Wellness Coordinator	128	3313
Workforce Development Operations Administrator	136	1733
Workforce Development Technician I	130	3419
Workforce Development Technician I - Opioid	130	3417
Workforce Development Technician II	132	3418

Appendix 2

2025 BASIC PAY PLAN (2.5% Increase + 2% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
14	Annual	27,005	27,738	28,547	29,296	30,151
	Monthly	2,250	2,311	2,379	2,441	2,513
	Hourly	12.9831	13.3355	13.7247	14.0845	14.4957
14a	Annual	30,243	31,220	31,724	33,312	34,458
	Monthly	2,520	2,602	2,644	2,776	2,871
	Hourly	14.5397	15.0097	15.2520	16.0156	16.5663
15	Annual	33,939	35,191	36,352	37,589	38,688
	Monthly	2,828	2,933	3,029	3,132	3,224
	Hourly	16.3166	16.9187	17.4768	18.0715	18.6002
16	Annual	37,909	38,123	38,734	41,819	43,377
	Monthly	3,159	3,177	3,228	3,485	3,615
	Hourly	18.2257	18.3285	18.6222	20.1054	20.8543
17	Annual	38,123	38,734	41,819	43,377	44,935
	Monthly	3,177	3,228	3,485	3,615	3,745
	Hourly	18.3285	18.6222	20.1054	20.8543	21.6033
18	Annual	40,506	41,819	43,377	44,935	46,493
	Monthly	3,375	3,485	3,615	3,745	3,874
	Hourly	19.4739	20.1054	20.8543	21.6033	22.3522
19	Annual	41,819	43,377	44,935	46,493	48,127
	Monthly	3,485	3,615	3,745	3,874	4,011
	Hourly	20.1054	20.8543	21.6033	22.3522	23.1379
20	Annual	43,377	44,935	46,493	48,127	50,051
	Monthly	3,615	3,745	3,874	4,011	4,171
	Hourly	20.8543	21.6033	22.3522	23.1379	24.0630
21	Annual	44,935	46,493	48,127	50,051	51,884
	Monthly	3,745	3,874	4,011	4,171	4,324
	Hourly	21.6033	22.3522	23.1379	24.0630	24.9441
22	Annual	46,493	48,127	50,051	51,884	53,793
	Monthly	3,874	4,011	4,171	4,324	4,483
	Hourly	22.3522	23.1379	24.0630	24.9441	25.8620
23	Annual	48,127	50,051	51,884	53,793	55,855
	Monthly	4,011	4,171	4,324	4,483	4,655
	Hourly	23.1379	24.0630	24.9441	25.8620	26.8532
24	Annual	50,051	51,884	53,793	55,855	58,115
	Monthly	4,171	4,324	4,483	4,655	4,843
	Hourly	24.0630	24.9441	25.8620	26.8532	27.9399
25	Annual	51,884	53,793	55,855	58,115	60,268
	Monthly	4,324	4,483	4,655	4,843	5,022
	Hourly	24.9441	25.8620	26.8532	27.9399	28.9752
26	Annual	53,793	55,855	58,115	60,268	62,559
	Monthly	4,483	4,655	4,843	5,022	5,213
	Hourly	25.8620	26.8532	27.9399	28.9752	30.0766

Appendix 2

2025 BASIC PAY PLAN (2.5% Increase + 2% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
27	Annual	55,855	58,115	60,268	62,559	65,064
	Monthly	4,655	4,843	5,022	5,213	5,422
	Hourly	26.8532	27.9399	28.9752	30.0766	31.2808
28	Annual	58,115	60,268	62,559	65,064	67,752
	Monthly	4,843	5,022	5,213	5,422	5,646
	Hourly	27.9399	28.9752	30.0766	31.2808	32.5731
29	Annual	60,268	62,559	65,064	67,752	70,455
	Monthly	5,022	5,213	5,422	5,646	5,871
	Hourly	28.9752	30.0766	31.2808	32.5731	33.8727
30	Annual	62,559	65,064	67,752	70,455	73,678
	Monthly	5,213	5,422	5,646	5,871	6,140
	Hourly	30.0766	31.2808	32.5731	33.8727	35.4220
31	Annual	65,064	67,752	70,455	73,678	76,350
	Monthly	5,422	5,646	5,871	6,140	6,363
	Hourly	31.2808	32.5731	33.8727	35.4220	36.7069
32	Annual	67,752	70,455	73,678	76,350	79,527
	Monthly	5,646	5,871	6,140	6,363	6,627
	Hourly	32.5731	33.8727	35.4220	36.7069	38.2342
33	Annual	70,455	73,678	76,350	79,527	82,856
	Monthly	5,871	6,140	6,363	6,627	6,905
	Hourly	33.8727	35.4220	36.7069	38.2342	39.8348
34	Annual	73,678	76,350	79,527	82,856	86,308
	Monthly	6,140	6,363	6,627	6,905	7,192
	Hourly	35.4220	36.7069	38.2342	39.8348	41.4943
35	Annual	76,350	79,527	82,856	86,308	90,004
	Monthly	6,363	6,627	6,905	7,192	7,500
	Hourly	36.7069	38.2342	39.8348	41.4943	43.2712
36	Annual	79,527	82,856	86,308	90,004	93,914
	Monthly	6,627	6,905	7,192	7,500	7,826
	Hourly	38.2342	39.8348	41.4943	43.2712	45.1509
37	Annual	82,856	86,308	90,004	93,914	98,083
	Monthly	6,905	7,192	7,500	7,826	8,174
	Hourly	39.8348	41.4943	43.2712	45.1509	47.1554
38	Annual	86,308	90,004	93,914	98,083	102,222
	Monthly	7,192	7,500	7,826	8,174	8,519
	Hourly	41.4943	43.2712	45.1509	47.1554	49.1452
39	Annual	90,004	93,914	98,083	102,222	106,697
	Monthly	7,500	7,826	8,174	8,519	8,891
	Hourly	43.2712	45.1509	47.1554	49.1452	51.2966

Appendix 2

2025 BASIC PAY PLAN (2.5% Increase + 2% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
116	Annual	35,572	36,647	37,987	39,077	40,448
	Monthly	2,964	3,054	3,166	3,256	3,371
	Hourly	18.2420	18.7932	19.4803	20.0395	20.7425
117	Annual	36,647	37,987	39,077	40,448	41,850
	Monthly	3,054	3,166	3,256	3,371	3,487
	Hourly	18.7932	19.4803	20.0395	20.7425	21.4615
118	Annual	37,987	39,077	40,448	41,850	43,252
	Monthly	3,166	3,256	3,371	3,487	3,604
	Hourly	19.4803	20.0395	20.7425	21.4615	22.1805
119	Annual	39,077	40,448	41,850	43,252	44,747
	Monthly	3,256	3,371	3,487	3,604	3,729
	Hourly	20.0395	20.7425	21.4615	22.1805	22.9474
120	Annual	40,448	41,850	43,252	44,747	46,492
	Monthly	3,371	3,487	3,604	3,729	3,874
	Hourly	20.7425	21.4615	22.1805	22.9474	23.8421
121	Annual	41,850	43,252	44,747	46,492	48,237
	Monthly	3,487	3,604	3,729	3,874	4,020
	Hourly	21.4615	22.1805	22.9474	23.8421	24.7368
122	Annual	43,252	44,747	46,492	48,237	49,919
	Monthly	3,604	3,729	3,874	4,020	4,160
	Hourly	22.1805	22.9474	23.8421	24.7368	25.5996
123	Annual	44,747	46,492	48,237	49,919	51,820
	Monthly	3,729	3,874	4,020	4,160	4,318
	Hourly	22.9474	23.8421	24.7368	25.5996	26.5742
124	Annual	46,492	48,237	49,919	51,820	53,642
	Monthly	3,874	4,020	4,160	4,318	4,470
	Hourly	23.8421	24.7368	25.5996	26.5742	27.5089
125	Annual	48,237	49,919	51,820	53,642	55,636
	Monthly	4,020	4,160	4,318	4,470	4,636
	Hourly	24.7368	25.5996	26.5742	27.5089	28.5315
126	Annual	49,919	51,820	53,642	55,636	57,833
	Monthly	4,160	4,318	4,470	4,636	4,819
	Hourly	25.5996	26.5742	27.5089	28.5315	29.6579
127	Annual	51,820	53,642	55,636	57,833	60,185
	Monthly	4,318	4,470	4,636	4,819	5,015
	Hourly	26.5742	27.5089	28.5315	29.6579	30.8642
128	Annual	53,642	55,636	57,833	60,185	62,600
	Monthly	4,470	4,636	4,819	5,015	5,217
	Hourly	27.5089	28.5315	29.6579	30.8642	32.1024
129	Annual	55,636	57,833	60,185	62,600	64,999
	Monthly	4,636	4,819	5,015	5,217	5,417
	Hourly	28.5315	29.6579	30.8642	32.1024	33.3327

Appendix 2

2025 BASIC PAY PLAN (2.5% Increase + 2% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E
130	Annual	57,832	60,184	62,597	64,995	67,591
	Monthly	4,819	5,015	5,216	5,416	5,633
	Hourly	29.6576	30.8637	32.1012	33.3308	34.6623
131	Annual	60,184	62,597	64,995	67,591	70,218
	Monthly	5,015	5,216	5,416	5,633	5,852
	Hourly	30.8637	32.1012	33.3308	34.6623	36.0094
132	Annual	62,597	64,995	67,591	70,218	73,380
	Monthly	5,216	5,416	5,633	5,852	6,115
	Hourly	32.1012	33.3308	34.6623	36.0094	37.6306
133	Annual	64,995	67,591	70,218	73,380	76,297
	Monthly	5,416	5,633	5,852	6,115	6,358
	Hourly	33.3308	34.6623	36.0094	37.6306	39.1265
134	Annual	67,591	70,218	73,380	76,297	79,535
	Monthly	5,633	5,852	6,115	6,358	6,628
	Hourly	34.6623	36.0094	37.6306	39.1265	40.7869
135	Annual	70,218	73,380	76,297	79,535	81,428
	Monthly	5,852	6,115	6,358	6,628	6,786
	Hourly	36.0094	37.6306	39.1265	40.7869	41.7581
136	Annual	73,380	76,297	79,535	81,428	86,239
	Monthly	6,115	6,358	6,628	6,786	7,187
	Hourly	37.6306	39.1265	40.7869	41.7581	44.2252
137	Annual	76,297	79,535	81,428	86,239	89,950
	Monthly	6,358	6,628	6,786	7,187	7,496
	Hourly	39.1265	40.7869	41.7581	44.2252	46.1284
138	Annual	79,535	81,428	86,239	89,950	94,028
	Monthly	6,628	6,786	7,187	7,496	7,836
	Hourly	40.7869	41.7581	44.2252	46.1284	48.2196
139	Annual	81,428	86,239	89,950	94,028	97,953
	Monthly	6,786	7,187	7,496	7,836	8,163
	Hourly	41.7581	44.2252	46.1284	48.2196	50.2324
140	Annual	86,239	89,950	94,028	97,953	101,909
	Monthly	7,187	7,496	7,836	8,163	8,492
	Hourly	44.2252	46.1284	48.2196	50.2324	52.2609
141	Annual	89,950	94,028	97,953	101,909	106,674
	Monthly	7,496	7,836	8,163	8,492	8,889
	Hourly	46.1284	48.2196	50.2324	52.2609	54.7045
142	Annual	94,028	97,953	101,909	106,674	111,301
	Monthly	7,836	8,163	8,492	8,889	9,275
	Hourly	48.2196	50.2324	52.2609	54.7045	57.0776

Appendix 3

2026 BASIC PAY PLAN (3.0% Increase + 3.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
14	Annual	28,760	29,541	30,403	31,200	32,111	33,395
	Monthly	2,397	2,462	2,534	2,600	2,676	2,783
	Hourly	13.8270	14.2024	14.6168	15.0000	15.4379	16.0554
14a	Annual	32,208	33,249	33,786	35,478	36,698	38,166
	Monthly	2,684	2,771	2,816	2,956	3,058	3,180
	Hourly	15.4848	15.9853	16.2433	17.0566	17.6431	18.3488
15	Annual	36,145	37,478	38,714	40,032	41,203	42,851
	Monthly	3,012	3,123	3,226	3,336	3,434	3,571
	Hourly	17.3772	18.0184	18.6127	19.2461	19.8092	20.6015
16	Annual	40,374	40,601	41,252	44,537	46,197	48,044
	Monthly	3,364	3,383	3,438	3,711	3,850	4,004
	Hourly	19.4104	19.5198	19.8326	21.4122	22.2099	23.0983
17	Annual	40,601	41,252	44,537	46,197	47,856	49,770
	Monthly	3,383	3,438	3,711	3,850	3,988	4,147
	Hourly	19.5198	19.8326	21.4122	22.2099	23.0075	23.9278
18	Annual	43,139	44,537	46,197	47,856	49,515	51,495
	Monthly	3,595	3,711	3,850	3,988	4,126	4,291
	Hourly	20.7397	21.4122	22.2099	23.0075	23.8051	24.7573
19	Annual	44,537	46,197	47,856	49,515	51,255	53,305
	Monthly	3,711	3,850	3,988	4,126	4,271	4,442
	Hourly	21.4122	22.2099	23.0075	23.8051	24.6418	25.6275
20	Annual	46,197	47,856	49,515	51,255	53,304	55,437
	Monthly	3,850	3,988	4,126	4,271	4,442	4,620
	Hourly	22.2099	23.0075	23.8051	24.6418	25.6271	26.6522
21	Annual	47,856	49,515	51,255	53,304	55,256	57,466
	Monthly	3,988	4,126	4,271	4,442	4,605	4,789
	Hourly	23.0075	23.8051	24.6418	25.6271	26.5655	27.6281
22	Annual	49,515	51,255	53,304	55,256	57,289	59,581
	Monthly	4,126	4,271	4,442	4,605	4,774	4,965
	Hourly	23.8051	24.6418	25.6271	26.5655	27.5430	28.6447
23	Annual	51,255	53,304	55,256	57,289	59,485	61,865
	Monthly	4,271	4,442	4,605	4,774	4,957	5,155
	Hourly	24.6418	25.6271	26.5655	27.5430	28.5987	29.7426
24	Annual	53,304	55,256	57,289	59,485	61,892	64,368
	Monthly	4,442	4,605	4,774	4,957	5,158	5,364
	Hourly	25.6271	26.5655	27.5430	28.5987	29.7560	30.9462
25	Annual	55,256	57,289	59,485	61,892	64,186	66,753
	Monthly	4,605	4,774	4,957	5,158	5,349	5,563
	Hourly	26.5655	27.5430	28.5987	29.7560	30.8586	32.0929
26	Annual	57,289	59,485	61,892	64,186	66,626	69,291
	Monthly	4,774	4,957	5,158	5,349	5,552	5,774
	Hourly	27.5430	28.5987	29.7560	30.8586	32.0316	33.3128

Appendix 3

2026 BASIC PAY PLAN (3.0% Increase + 3.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
27	Annual	59,485	61,892	64,186	66,626	69,293	72,065
	Monthly	4,957	5,158	5,349	5,552	5,774	6,005
	Hourly	28.5987	29.7560	30.8586	32.0316	33.3140	34.6466
28	Annual	61,892	64,186	66,626	69,293	72,156	75,042
	Monthly	5,158	5,349	5,552	5,774	6,013	6,254
	Hourly	29.7560	30.8586	32.0316	33.3140	34.6903	36.0779
29	Annual	64,186	66,626	69,293	72,156	75,035	78,036
	Monthly	5,349	5,552	5,774	6,013	6,253	6,503
	Hourly	30.8586	32.0316	33.3140	34.6903	36.0744	37.5174
30	Annual	66,626	69,293	72,156	75,035	78,467	81,605
	Monthly	5,552	5,774	6,013	6,253	6,539	6,800
	Hourly	32.0316	33.3140	34.6903	36.0744	37.7244	39.2334
31	Annual	69,293	72,156	75,035	78,467	81,313	84,566
	Monthly	5,774	6,013	6,253	6,539	6,776	7,047
	Hourly	33.3140	34.6903	36.0744	37.7244	39.0929	40.6566
32	Annual	72,156	75,035	78,467	81,313	84,696	88,084
	Monthly	6,013	6,253	6,539	6,776	7,058	7,340
	Hourly	34.6903	36.0744	37.7244	39.0929	40.7194	42.3482
33	Annual	75,035	78,467	81,313	84,696	88,242	91,772
	Monthly	6,253	6,539	6,776	7,058	7,354	7,648
	Hourly	36.0744	37.7244	39.0929	40.7194	42.4241	44.1211
34	Annual	78,467	81,313	84,696	88,242	91,918	95,595
	Monthly	6,539	6,776	7,058	7,354	7,660	7,966
	Hourly	37.7244	39.0929	40.7194	42.4241	44.1914	45.9590
35	Annual	81,313	84,696	88,242	91,918	95,854	99,688
	Monthly	6,776	7,058	7,354	7,660	7,988	8,307
	Hourly	39.0929	40.7194	42.4241	44.1914	46.0838	47.9271
36	Annual	84,696	88,242	91,918	95,854	100,018	104,019
	Monthly	7,058	7,354	7,660	7,988	8,335	8,668
	Hourly	40.7194	42.4241	44.1914	46.0838	48.0857	50.0091
37	Annual	88,242	91,918	95,854	100,018	104,459	108,637
	Monthly	7,354	7,660	7,988	8,335	8,705	9,053
	Hourly	42.4241	44.1914	46.0838	48.0857	50.2205	52.2293
38	Annual	91,918	95,854	100,018	104,459	108,866	113,221
	Monthly	7,660	7,988	8,335	8,705	9,072	9,435
	Hourly	44.1914	46.0838	48.0857	50.2205	52.3396	54.4332
39	Annual	95,854	100,018	104,459	108,866	113,632	118,177
	Monthly	7,988	8,335	8,705	9,072	9,469	9,848
	Hourly	46.0838	48.0857	50.2205	52.3396	54.6309	56.8161

Appendix 3

2026 BASIC PAY PLAN (3.0% Increase + 3.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
116	Annual	37,884	39,029	40,456	41,617	43,077	44,800
	Monthly	3,157	3,252	3,371	3,468	3,590	3,733
	Hourly	19.4278	20.0148	20.7465	21.3420	22.0907	22.9744
117	Annual	39,029	40,456	41,617	43,077	44,570	46,353
	Monthly	3,252	3,371	3,468	3,590	3,714	3,863
	Hourly	20.0148	20.7465	21.3420	22.0907	22.8565	23.7707
118	Annual	40,456	41,617	43,077	44,570	46,063	47,906
	Monthly	3,371	3,468	3,590	3,714	3,839	3,992
	Hourly	20.7465	21.3420	22.0907	22.8565	23.6222	24.5671
119	Annual	41,617	43,077	44,570	46,063	47,656	49,562
	Monthly	3,468	3,590	3,714	3,839	3,971	4,130
	Hourly	21.3420	22.0907	22.8565	23.6222	24.4389	25.4165
120	Annual	43,077	44,570	46,063	47,656	49,514	51,495
	Monthly	3,590	3,714	3,839	3,971	4,126	4,291
	Hourly	22.0907	22.8565	23.6222	24.4389	25.3918	26.4075
121	Annual	44,570	46,063	47,656	49,514	51,372	53,427
	Monthly	3,714	3,839	3,971	4,126	4,281	4,452
	Hourly	22.8565	23.6222	24.4389	25.3918	26.3447	27.3985
122	Annual	46,063	47,656	49,514	51,372	53,164	55,291
	Monthly	3,839	3,971	4,126	4,281	4,430	4,608
	Hourly	23.6222	24.4389	25.3918	26.3447	27.2636	28.3541
123	Annual	47,656	49,514	51,372	53,164	55,188	57,396
	Monthly	3,971	4,126	4,281	4,430	4,599	4,783
	Hourly	24.4389	25.3918	26.3447	27.2636	28.3016	29.4336
124	Annual	49,514	51,372	53,164	55,188	57,129	59,414
	Monthly	4,126	4,281	4,430	4,599	4,761	4,951
	Hourly	25.3918	26.3447	27.2636	28.3016	29.2970	30.4689
125	Annual	51,372	53,164	55,188	57,129	59,253	61,623
	Monthly	4,281	4,430	4,599	4,761	4,938	5,135
	Hourly	26.3447	27.2636	28.3016	29.2970	30.3860	31.6015
126	Annual	53,164	55,188	57,129	59,253	61,592	64,056
	Monthly	4,430	4,599	4,761	4,938	5,133	5,338
	Hourly	27.2636	28.3016	29.2970	30.3860	31.5856	32.8491
127	Annual	55,188	57,129	59,253	61,592	64,097	66,661
	Monthly	4,599	4,761	4,938	5,133	5,341	5,555
	Hourly	28.3016	29.2970	30.3860	31.5856	32.8703	34.1852
128	Annual	57,129	59,253	61,592	64,097	66,669	69,335
	Monthly	4,761	4,938	5,133	5,341	5,556	5,778
	Hourly	29.2970	30.3860	31.5856	32.8703	34.1891	35.5566
129	Annual	59,253	61,592	64,097	66,669	69,224	71,993
	Monthly	4,938	5,133	5,341	5,556	5,769	5,999
	Hourly	30.3860	31.5856	32.8703	34.1891	35.4993	36.9193

Appendix 3

2026 BASIC PAY PLAN (3.0% Increase + 3.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
130	Annual	61,591	64,096	66,666	69,220	71,985	74,864
	Monthly	5,133	5,341	5,556	5,768	5,999	6,239
	Hourly	31.5853	32.8698	34.1877	35.4973	36.9153	38.3919
131	Annual	64,096	66,666	69,220	71,985	74,782	77,774
	Monthly	5,341	5,556	5,768	5,999	6,232	6,481
	Hourly	32.8698	34.1877	35.4973	36.9153	38.3500	39.8840
132	Annual	66,666	69,220	71,985	74,782	78,149	81,275
	Monthly	5,556	5,768	5,999	6,232	6,512	6,773
	Hourly	34.1877	35.4973	36.9153	38.3500	40.0766	41.6797
133	Annual	69,220	71,985	74,782	78,149	81,256	84,506
	Monthly	5,768	5,999	6,232	6,512	6,771	7,042
	Hourly	35.4973	36.9153	38.3500	40.0766	41.6698	43.3365
134	Annual	71,985	74,782	78,149	81,256	84,704	88,092
	Monthly	5,999	6,232	6,512	6,771	7,059	7,341
	Hourly	36.9153	38.3500	40.0766	41.6698	43.4381	45.1756
135	Annual	74,782	78,149	81,256	84,704	86,721	90,190
	Monthly	6,232	6,512	6,771	7,059	7,227	7,516
	Hourly	38.3500	40.0766	41.6698	43.4381	44.4724	46.2513
136	Annual	78,149	81,256	84,704	86,721	91,845	95,518
	Monthly	6,512	6,771	7,059	7,227	7,654	7,960
	Hourly	40.0766	41.6698	43.4381	44.4724	47.0998	48.9838
137	Annual	81,256	84,704	86,721	91,845	95,797	99,629
	Monthly	6,771	7,059	7,227	7,654	7,983	8,302
	Hourly	41.6698	43.4381	44.4724	47.0998	49.1267	51.0918
138	Annual	84,704	86,721	91,845	95,797	100,140	104,146
	Monthly	7,059	7,227	7,654	7,983	8,345	8,679
	Hourly	43.4381	44.4724	47.0998	49.1267	51.3538	53.4080
139	Annual	86,721	91,845	95,797	100,140	104,320	108,493
	Monthly	7,227	7,654	7,983	8,345	8,693	9,041
	Hourly	44.4724	47.0998	49.1267	51.3538	53.4975	55.6374
140	Annual	91,845	95,797	100,140	104,320	108,533	112,874
	Monthly	7,654	7,983	8,345	8,693	9,044	9,406
	Hourly	47.0998	49.1267	51.3538	53.4975	55.6579	57.8842
141	Annual	95,797	100,140	104,320	108,533	113,608	118,152
	Monthly	7,983	8,345	8,693	9,044	9,467	9,846
	Hourly	49.1267	51.3538	53.4975	55.6579	58.2603	60.5907
142	Annual	100,140	104,320	108,533	113,608	118,536	123,277
	Monthly	8,345	8,693	9,044	9,467	9,878	10,273
	Hourly	51.3538	53.4975	55.6579	58.2603	60.7877	63.2192

Appendix 4

2027 BASIC PAY PLAN (2.5% Increase + 3.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
14	Annual	30,486	31,313	32,227	33,072	34,037	35,399
	Monthly	2,540	2,609	2,686	2,756	2,836	2,950
	Hourly	14.6566	15.0545	15.4938	15.9000	16.3642	17.0187
14a	Annual	34,141	35,244	35,813	37,606	38,899	40,455
	Monthly	2,845	2,937	2,984	3,134	3,242	3,371
	Hourly	16.4139	16.9444	17.2179	18.0800	18.7017	19.4497
15	Annual	38,313	39,727	41,037	42,434	43,675	45,422
	Monthly	3,193	3,311	3,420	3,536	3,640	3,785
	Hourly	18.4198	19.0995	19.7295	20.4009	20.9977	21.8376
16	Annual	42,796	43,037	43,727	47,210	48,968	50,927
	Monthly	3,566	3,586	3,644	3,934	4,081	4,244
	Hourly	20.5750	20.6910	21.0226	22.6970	23.5425	24.4841
17	Annual	43,037	43,727	47,210	48,968	50,727	52,756
	Monthly	3,586	3,644	3,934	4,081	4,227	4,396
	Hourly	20.6910	21.0226	22.6970	23.5425	24.3879	25.3634
18	Annual	45,727	47,210	48,968	50,727	52,485	54,585
	Monthly	3,811	3,934	4,081	4,227	4,374	4,549
	Hourly	21.9841	22.6970	23.5425	24.3879	25.2334	26.2427
19	Annual	47,210	48,968	50,727	52,485	54,330	56,504
	Monthly	3,934	4,081	4,227	4,374	4,528	4,709
	Hourly	22.6970	23.5425	24.3879	25.2334	26.1203	27.1651
20	Annual	48,968	50,727	52,485	54,330	56,503	58,763
	Monthly	4,081	4,227	4,374	4,528	4,709	4,897
	Hourly	23.5425	24.3879	25.2334	26.1203	27.1648	28.2513
21	Annual	50,727	52,485	54,330	56,503	58,572	60,914
	Monthly	4,227	4,374	4,528	4,709	4,881	5,076
	Hourly	24.3879	25.2334	26.1203	27.1648	28.1594	29.2858
22	Annual	52,485	54,330	56,503	58,572	60,727	63,156
	Monthly	4,374	4,528	4,709	4,881	5,061	5,263
	Hourly	25.2334	26.1203	27.1648	28.1594	29.1956	30.3634
23	Annual	54,330	56,503	58,572	60,727	63,054	65,576
	Monthly	4,528	4,709	4,881	5,061	5,255	5,465
	Hourly	26.1203	27.1648	28.1594	29.1956	30.3146	31.5272
24	Annual	56,503	58,572	60,727	63,054	65,606	68,230
	Monthly	4,709	4,881	5,061	5,255	5,467	5,686
	Hourly	27.1648	28.1594	29.1956	30.3146	31.5414	32.8030
25	Annual	58,572	60,727	63,054	65,606	68,037	70,758
	Monthly	4,881	5,061	5,255	5,467	5,670	5,897
	Hourly	28.1594	29.1956	30.3146	31.5414	32.7101	34.0185
26	Annual	60,727	63,054	65,606	68,037	70,623	73,448
	Monthly	5,061	5,255	5,467	5,670	5,885	6,121
	Hourly	29.1956	30.3146	31.5414	32.7101	33.9535	35.3116

Appendix 4

2027 BASIC PAY PLAN (2.5% Increase + 3.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
27	Annual	63,054	65,606	68,037	70,623	73,451	76,389
	Monthly	5,255	5,467	5,670	5,885	6,121	6,366
	Hourly	30.3146	31.5414	32.7101	33.9535	35.3129	36.7254
28	Annual	65,606	68,037	70,623	73,451	76,485	79,545
	Monthly	5,467	5,670	5,885	6,121	6,374	6,629
	Hourly	31.5414	32.7101	33.9535	35.3129	36.7717	38.2426
29	Annual	68,037	70,623	73,451	76,485	79,537	82,718
	Monthly	5,670	5,885	6,121	6,374	6,628	6,893
	Hourly	32.7101	33.9535	35.3129	36.7717	38.2389	39.7684
30	Annual	70,623	73,451	76,485	79,537	83,175	86,502
	Monthly	5,885	6,121	6,374	6,628	6,931	7,208
	Hourly	33.9535	35.3129	36.7717	38.2389	39.9879	41.5874
31	Annual	73,451	76,485	79,537	83,175	86,192	89,640
	Monthly	6,121	6,374	6,628	6,931	7,183	7,470
	Hourly	35.3129	36.7717	38.2389	39.9879	41.4384	43.0960
32	Annual	76,485	79,537	83,175	86,192	89,778	93,369
	Monthly	6,374	6,628	6,931	7,183	7,482	7,781
	Hourly	36.7717	38.2389	39.9879	41.4384	43.1626	44.8891
33	Annual	79,537	83,175	86,192	89,778	93,537	97,278
	Monthly	6,628	6,931	7,183	7,482	7,795	8,107
	Hourly	38.2389	39.9879	41.4384	43.1626	44.9696	46.7683
34	Annual	83,175	86,192	89,778	93,537	97,433	101,331
	Monthly	6,931	7,183	7,482	7,795	8,119	8,444
	Hourly	39.9879	41.4384	43.1626	44.9696	46.8429	48.7166
35	Annual	86,192	89,778	93,537	97,433	101,606	105,670
	Monthly	7,183	7,482	7,795	8,119	8,467	8,806
	Hourly	41.4384	43.1626	44.9696	46.8429	48.8488	50.8028
36	Annual	89,778	93,537	97,433	101,606	106,019	110,260
	Monthly	7,482	7,795	8,119	8,467	8,835	9,188
	Hourly	43.1626	44.9696	46.8429	48.8488	50.9708	53.0096
37	Annual	93,537	97,433	101,606	106,019	110,726	115,155
	Monthly	7,795	8,119	8,467	8,835	9,227	9,596
	Hourly	44.9696	46.8429	48.8488	50.9708	53.2337	55.3631
38	Annual	97,433	101,606	106,019	110,726	115,398	120,014
	Monthly	8,119	8,467	8,835	9,227	9,617	10,001
	Hourly	46.8429	48.8488	50.9708	53.2337	55.4800	57.6992
39	Annual	101,606	106,019	110,726	115,398	120,450	125,268
	Monthly	8,467	8,835	9,227	9,617	10,038	10,439
	Hourly	48.8488	50.9708	53.2337	55.4800	57.9087	60.2251

Appendix 4

2027 BASIC PAY PLAN (2.5% Increase + 3.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
116	Annual	40,157	41,371	42,883	44,114	45,662	47,488
	Monthly	3,346	3,448	3,574	3,676	3,805	3,957
	Hourly	20.5934	21.2157	21.9913	22.6226	23.4162	24.3528
117	Annual	41,371	42,883	44,114	45,662	47,244	49,134
	Monthly	3,448	3,574	3,676	3,805	3,937	4,095
	Hourly	21.2157	21.9913	22.6226	23.4162	24.2279	25.1970
118	Annual	42,883	44,114	45,662	47,244	48,827	50,780
	Monthly	3,574	3,676	3,805	3,937	4,069	4,232
	Hourly	21.9913	22.6226	23.4162	24.2279	25.0395	26.0411
119	Annual	44,114	45,662	47,244	48,827	50,515	52,536
	Monthly	3,676	3,805	3,937	4,069	4,210	4,378
	Hourly	22.6226	23.4162	24.2279	25.0395	25.9053	26.9415
120	Annual	45,662	47,244	48,827	50,515	52,485	54,584
	Monthly	3,805	3,937	4,069	4,210	4,374	4,549
	Hourly	23.4162	24.2279	25.0395	25.9053	26.9154	27.9920
121	Annual	47,244	48,827	50,515	52,485	54,455	56,633
	Monthly	3,937	4,069	4,210	4,374	4,538	4,719
	Hourly	24.2279	25.0395	25.9053	26.9154	27.9254	29.0424
122	Annual	48,827	50,515	52,485	54,455	56,354	58,608
	Monthly	4,069	4,210	4,374	4,538	4,696	4,884
	Hourly	25.0395	25.9053	26.9154	27.9254	28.8994	30.0554
123	Annual	50,515	52,485	54,455	56,354	58,499	60,839
	Monthly	4,210	4,374	4,538	4,696	4,875	5,070
	Hourly	25.9053	26.9154	27.9254	28.8994	29.9997	31.1996
124	Annual	52,485	54,455	56,354	58,499	60,557	62,979
	Monthly	4,374	4,538	4,696	4,875	5,046	5,248
	Hourly	26.9154	27.9254	28.8994	29.9997	31.0548	32.2970
125	Annual	54,455	56,354	58,499	60,557	62,808	65,320
	Monthly	4,538	4,696	4,875	5,046	5,234	5,443
	Hourly	27.9254	28.8994	29.9997	31.0548	32.2092	33.4975
126	Annual	56,354	58,499	60,557	62,808	65,288	67,899
	Monthly	4,696	4,875	5,046	5,234	5,441	5,658
	Hourly	28.8994	29.9997	31.0548	32.2092	33.4808	34.8200
127	Annual	58,499	60,557	62,808	65,288	67,943	70,661
	Monthly	4,875	5,046	5,234	5,441	5,662	5,888
	Hourly	29.9997	31.0548	32.2092	33.4808	34.8426	36.2363
128	Annual	60,557	62,808	65,288	67,943	70,669	73,496
	Monthly	5,046	5,234	5,441	5,662	5,889	6,125
	Hourly	31.0548	32.2092	33.4808	34.8426	36.2404	37.6900
129	Annual	62,808	65,288	67,943	70,669	73,377	76,312
	Monthly	5,234	5,441	5,662	5,889	6,115	6,359
	Hourly	32.2092	33.4808	34.8426	36.2404	37.6293	39.1344

Appendix 4

2027 BASIC PAY PLAN (2.5% Increase + 3.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
130	Annual	65,287	67,942	70,666	73,373	76,304	79,356
	Monthly	5,441	5,662	5,889	6,114	6,359	6,613
	Hourly	33.4804	34.8420	36.2390	37.6271	39.1302	40.6954
131	Annual	67,942	70,666	73,373	76,304	79,269	82,440
	Monthly	5,662	5,889	6,114	6,359	6,606	6,870
	Hourly	34.8420	36.2390	37.6271	39.1302	40.6510	42.2770
132	Annual	70,666	73,373	76,304	79,269	82,838	86,152
	Monthly	5,889	6,114	6,359	6,606	6,903	7,179
	Hourly	36.2390	37.6271	39.1302	40.6510	42.4812	44.1804
133	Annual	73,373	76,304	79,269	82,838	86,131	89,577
	Monthly	6,114	6,359	6,606	6,903	7,178	7,465
	Hourly	37.6271	39.1302	40.6510	42.4812	44.1699	45.9367
134	Annual	76,304	79,269	82,838	86,131	89,787	93,378
	Monthly	6,359	6,606	6,903	7,178	7,482	7,781
	Hourly	39.1302	40.6510	42.4812	44.1699	46.0444	47.8861
135	Annual	79,269	82,838	86,131	89,787	91,924	95,601
	Monthly	6,606	6,903	7,178	7,482	7,660	7,967
	Hourly	40.6510	42.4812	44.1699	46.0444	47.1407	49.0264
136	Annual	82,838	86,131	89,787	91,924	97,355	101,250
	Monthly	6,903	7,178	7,482	7,660	8,113	8,437
	Hourly	42.4812	44.1699	46.0444	47.1407	49.9258	51.9229
137	Annual	86,131	89,787	91,924	97,355	101,545	105,607
	Monthly	7,178	7,482	7,660	8,113	8,462	8,801
	Hourly	44.1699	46.0444	47.1407	49.9258	52.0743	54.1573
138	Annual	89,787	91,924	97,355	101,545	106,148	110,394
	Monthly	7,482	7,660	8,113	8,462	8,846	9,200
	Hourly	46.0444	47.1407	49.9258	52.0743	54.4351	56.6125
139	Annual	91,924	97,355	101,545	106,148	110,579	115,003
	Monthly	7,660	8,113	8,462	8,846	9,215	9,584
	Hourly	47.1407	49.9258	52.0743	54.4351	56.7074	58.9756
140	Annual	97,355	101,545	106,148	110,579	115,045	119,647
	Monthly	8,113	8,462	8,846	9,215	9,587	9,971
	Hourly	49.9258	52.0743	54.4351	56.7074	58.9973	61.3572
141	Annual	101,545	106,148	110,579	115,045	120,424	125,241
	Monthly	8,462	8,846	9,215	9,587	10,035	10,437
	Hourly	52.0743	54.4351	56.7074	58.9973	61.7559	64.2262
142	Annual	106,148	110,579	115,045	120,424	125,648	130,674
	Monthly	8,846	9,215	9,587	10,035	10,471	10,890
	Hourly	54.4351	56.7074	58.9973	61.7559	64.4349	67.0123

Appendix 4

7/1/2027 BASIC PAY PLAN (0.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
14	Annual	30,638	31,470	32,388	33,237	34,208	35,576
	Monthly	2,553	2,622	2,699	2,770	2,851	2,965
	Hourly	14.7299	15.1298	15.5713	15.9795	16.4460	17.1038
14a	Annual	34,312	35,421	35,992	37,794	39,094	40,658
	Monthly	2,859	2,952	2,999	3,150	3,258	3,388
	Hourly	16.4960	17.0291	17.3040	18.1704	18.7952	19.5470
15	Annual	38,505	39,926	41,243	42,646	43,894	45,649
	Monthly	3,209	3,327	3,437	3,554	3,658	3,804
	Hourly	18.5119	19.1950	19.8282	20.5029	21.1027	21.9468
16	Annual	43,010	43,253	43,946	47,446	49,213	51,182
	Monthly	3,584	3,604	3,662	3,954	4,101	4,265
	Hourly	20.6779	20.7945	21.1277	22.8105	23.6602	24.6066
17	Annual	43,253	43,946	47,446	49,213	50,981	53,020
	Monthly	3,604	3,662	3,954	4,101	4,248	4,418
	Hourly	20.7945	21.1277	22.8105	23.6602	24.5099	25.4903
18	Annual	45,956	47,446	49,213	50,981	52,748	54,858
	Monthly	3,830	3,954	4,101	4,248	4,396	4,571
	Hourly	22.0940	22.8105	23.6602	24.5099	25.3596	26.3740
19	Annual	47,446	49,213	50,981	52,748	54,602	56,786
	Monthly	3,954	4,101	4,248	4,396	4,550	4,732
	Hourly	22.8105	23.6602	24.5099	25.3596	26.2509	27.3010
20	Annual	49,213	50,981	52,748	54,602	56,785	59,057
	Monthly	4,101	4,248	4,396	4,550	4,732	4,921
	Hourly	23.6602	24.5099	25.3596	26.2509	27.3006	28.3926
21	Annual	50,981	52,748	54,602	56,785	58,864	61,219
	Monthly	4,248	4,396	4,550	4,732	4,905	5,102
	Hourly	24.5099	25.3596	26.2509	27.3006	28.3002	29.4322
22	Annual	52,748	54,602	56,785	58,864	61,030	63,472
	Monthly	4,396	4,550	4,732	4,905	5,086	5,289
	Hourly	25.3596	26.2509	27.3006	28.3002	29.3415	30.5152
23	Annual	54,602	56,785	58,864	61,030	63,370	65,904
	Monthly	4,550	4,732	4,905	5,086	5,281	5,492
	Hourly	26.2509	27.3006	28.3002	29.3415	30.4661	31.6848
24	Annual	56,785	58,864	61,030	63,370	65,934	68,571
	Monthly	4,732	4,905	5,086	5,281	5,495	5,714
	Hourly	27.3006	28.3002	29.3415	30.4661	31.6991	32.9670
25	Annual	58,864	61,030	63,370	65,934	68,377	71,112
	Monthly	4,905	5,086	5,281	5,495	5,698	5,926
	Hourly	28.3002	29.3415	30.4661	31.6991	32.8737	34.1886
26	Annual	61,030	63,370	65,934	68,377	70,976	73,815
	Monthly	5,086	5,281	5,495	5,698	5,915	6,151
	Hourly	29.3415	30.4661	31.6991	32.8737	34.1232	35.4882

Appendix 4

7/1/2027 BASIC PAY PLAN (0.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
27	Annual	63,370	65,934	68,377	70,976	73,818	76,771
	Monthly	5,281	5,495	5,698	5,915	6,151	6,398
	Hourly	30.4661	31.6991	32.8737	34.1232	35.4894	36.9090
28	Annual	65,934	68,377	70,976	73,818	76,868	79,942
	Monthly	5,495	5,698	5,915	6,151	6,406	6,662
	Hourly	31.6991	32.8737	34.1232	35.4894	36.9556	38.4338
29	Annual	68,377	70,976	73,818	76,868	79,935	83,132
	Monthly	5,698	5,915	6,151	6,406	6,661	6,928
	Hourly	32.8737	34.1232	35.4894	36.9556	38.4301	39.9673
30	Annual	70,976	73,818	76,868	79,935	83,591	86,934
	Monthly	5,915	6,151	6,406	6,661	6,966	7,245
	Hourly	34.1232	35.4894	36.9556	38.4301	40.1878	41.7953
31	Annual	73,818	76,868	79,935	83,591	86,623	90,088
	Monthly	6,151	6,406	6,661	6,966	7,219	7,507
	Hourly	35.4894	36.9556	38.4301	40.1878	41.6456	43.3115
32	Annual	76,868	79,935	83,591	86,623	90,227	93,836
	Monthly	6,406	6,661	6,966	7,219	7,519	7,820
	Hourly	36.9556	38.4301	40.1878	41.6456	43.3784	45.1135
33	Annual	79,935	83,591	86,623	90,227	94,004	97,765
	Monthly	6,661	6,966	7,219	7,519	7,834	8,147
	Hourly	38.4301	40.1878	41.6456	43.3784	45.1944	47.0022
34	Annual	83,591	86,623	90,227	94,004	97,920	101,837
	Monthly	6,966	7,219	7,519	7,834	8,160	8,486
	Hourly	40.1878	41.6456	43.3784	45.1944	47.0771	48.9602
35	Annual	86,623	90,227	94,004	97,920	102,114	106,198
	Monthly	7,219	7,519	7,834	8,160	8,509	8,850
	Hourly	41.6456	43.3784	45.1944	47.0771	49.0931	51.0568
36	Annual	90,227	94,004	97,920	102,114	106,549	110,811
	Monthly	7,519	7,834	8,160	8,509	8,879	9,234
	Hourly	43.3784	45.1944	47.0771	49.0931	51.2257	53.2747
37	Annual	94,004	97,920	102,114	106,549	111,280	115,731
	Monthly	7,834	8,160	8,509	8,879	9,273	9,644
	Hourly	45.1944	47.0771	49.0931	51.2257	53.4999	55.6399
38	Annual	97,920	102,114	106,549	111,280	115,975	120,614
	Monthly	8,160	8,509	8,879	9,273	9,665	10,051
	Hourly	47.0771	49.0931	51.2257	53.4999	55.7574	57.9877
39	Annual	102,114	106,549	111,280	115,975	121,052	125,894
	Monthly	8,509	8,879	9,273	9,665	10,088	10,491
	Hourly	49.0931	51.2257	53.4999	55.7574	58.1983	60.5262

Appendix 4
7/1/2027 BASIC PAY PLAN (0.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
116	Annual	40,358	41,577	43,097	44,335	45,890	47,725
	Monthly	3,363	3,465	3,591	3,695	3,824	3,977
	Hourly	20.6964	21.3218	22.1012	22.7357	23.5333	24.4746
117	Annual	41,577	43,097	44,335	45,890	47,481	49,380
	Monthly	3,465	3,591	3,695	3,824	3,957	4,115
	Hourly	21.3218	22.1012	22.7357	23.5333	24.3490	25.3230
118	Annual	43,097	44,335	45,890	47,481	49,071	51,034
	Monthly	3,591	3,695	3,824	3,957	4,089	4,253
	Hourly	22.1012	22.7357	23.5333	24.3490	25.1647	26.1713
119	Annual	44,335	45,890	47,481	49,071	50,768	52,799
	Monthly	3,695	3,824	3,957	4,089	4,231	4,400
	Hourly	22.7357	23.5333	24.3490	25.1647	26.0348	27.0762
120	Annual	45,890	47,481	49,071	50,768	52,747	54,857
	Monthly	3,824	3,957	4,089	4,231	4,396	4,571
	Hourly	23.5333	24.3490	25.1647	26.0348	27.0499	28.1319
121	Annual	47,481	49,071	50,768	52,747	54,727	56,916
	Monthly	3,957	4,089	4,231	4,396	4,561	4,743
	Hourly	24.3490	25.1647	26.0348	27.0499	28.0650	29.1876
122	Annual	49,071	50,768	52,747	54,727	56,636	58,901
	Monthly	4,089	4,231	4,396	4,561	4,720	4,908
	Hourly	25.1647	26.0348	27.0499	28.0650	29.0439	30.2057
123	Annual	50,768	52,747	54,727	56,636	58,792	61,144
	Monthly	4,231	4,396	4,561	4,720	4,899	5,095
	Hourly	26.0348	27.0499	28.0650	29.0439	30.1497	31.3556
124	Annual	52,747	54,727	56,636	58,792	60,860	63,294
	Monthly	4,396	4,561	4,720	4,899	5,072	5,275
	Hourly	27.0499	28.0650	29.0439	30.1497	31.2101	32.4585
125	Annual	54,727	56,636	58,792	60,860	63,122	65,647
	Monthly	4,561	4,720	4,899	5,072	5,260	5,471
	Hourly	28.0650	29.0439	30.1497	31.2101	32.3702	33.6650
126	Annual	56,636	58,792	60,860	63,122	65,614	68,239
	Monthly	4,720	4,899	5,072	5,260	5,468	5,687
	Hourly	29.0439	30.1497	31.2101	32.3702	33.6482	34.9941
127	Annual	58,792	60,860	63,122	65,614	68,283	71,014
	Monthly	4,899	5,072	5,260	5,468	5,690	5,918
	Hourly	30.1497	31.2101	32.3702	33.6482	35.0168	36.4175
128	Annual	60,860	63,122	65,614	68,283	71,022	73,863
	Monthly	5,072	5,260	5,468	5,690	5,919	6,155
	Hourly	31.2101	32.3702	33.6482	35.0168	36.4216	37.8785
129	Annual	63,122	65,614	68,283	71,022	73,744	76,694
	Monthly	5,260	5,468	5,690	5,919	6,145	6,391
	Hourly	32.3702	33.6482	35.0168	36.4216	37.8174	39.3301

Appendix 4
7/1/2027 BASIC PAY PLAN (0.5% Market Adj.)

RANGE NO.		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F
130	Annual	65,613	68,282	71,019	73,740	76,685	79,753
	Monthly	5,468	5,690	5,918	6,145	6,390	6,646
	Hourly	33.6478	35.0162	36.4202	37.8153	39.3259	40.8989
131	Annual	68,282	71,019	73,740	76,685	79,666	82,852
	Monthly	5,690	5,918	6,145	6,390	6,639	6,904
	Hourly	35.0162	36.4202	37.8153	39.3259	40.8542	42.4884
132	Annual	71,019	73,740	76,685	79,666	83,253	86,583
	Monthly	5,918	6,145	6,390	6,639	6,938	7,215
	Hourly	36.4202	37.8153	39.3259	40.8542	42.6936	44.4013
133	Annual	73,740	76,685	79,666	83,253	86,562	90,025
	Monthly	6,145	6,390	6,639	6,938	7,214	7,502
	Hourly	37.8153	39.3259	40.8542	42.6936	44.3908	46.1664
134	Annual	76,685	79,666	83,253	86,562	90,235	93,845
	Monthly	6,390	6,639	6,938	7,214	7,520	7,820
	Hourly	39.3259	40.8542	42.6936	44.3908	46.2746	48.1256
135	Annual	79,666	83,253	86,562	90,235	92,384	96,079
	Monthly	6,639	6,938	7,214	7,520	7,699	8,007
	Hourly	40.8542	42.6936	44.3908	46.2746	47.3764	49.2715
136	Annual	83,253	86,562	90,235	92,384	97,842	101,756
	Monthly	6,938	7,214	7,520	7,699	8,154	8,480
	Hourly	42.6936	44.3908	46.2746	47.3764	50.1755	52.1825
137	Annual	86,562	90,235	92,384	97,842	102,053	106,135
	Monthly	7,214	7,520	7,699	8,154	8,504	8,845
	Hourly	44.3908	46.2746	47.3764	50.1755	52.3347	54.4281
138	Annual	90,235	92,384	97,842	102,053	106,679	110,946
	Monthly	7,520	7,699	8,154	8,504	8,890	9,246
	Hourly	46.2746	47.3764	50.1755	52.3347	54.7072	56.8955
139	Annual	92,384	97,842	102,053	106,679	111,132	115,578
	Monthly	7,699	8,154	8,504	8,890	9,261	9,631
	Hourly	47.3764	50.1755	52.3347	54.7072	56.9909	59.2705
140	Annual	97,842	102,053	106,679	111,132	115,620	120,245
	Monthly	8,154	8,504	8,890	9,261	9,635	10,020
	Hourly	50.1755	52.3347	54.7072	56.9909	59.2923	61.6640
141	Annual	102,053	106,679	111,132	115,620	121,026	125,867
	Monthly	8,504	8,890	9,261	9,635	10,086	10,489
	Hourly	52.3347	54.7072	56.9909	59.2923	62.0647	64.5473
142	Annual	106,679	111,132	115,620	121,026	126,276	131,327
	Monthly	8,890	9,261	9,635	10,086	10,523	10,944
	Hourly	54.7072	56.9909	59.2923	62.0647	64.7571	67.3474

APPENDIX 5

SENIOR ENGINEERING TECHNICIAN (1)

A person occupying a Position as an Engineering Technician shall become eligible for participation in the Senior Engineering Technician Program upon reaching Salary Range 28, step E.

A person hired into the position of a Senior Engineering Technician will be required to start at a Salary Range 31, Step A. after 6 months in this position, they are eligible to enter the Senior Engineering Technician Program.

Entrance into the program begins on the date that an employee becomes eligible.

The salary for any person entering the Senior Engineering Technician Program shall be as follows:

SALARY RANGE 31, STEP B for any such person upon entrance to the program.

SALARY RANGE 31, STEP C for any such person with not less than six (6) months service at salary range 31, step B and with satisfactory service* for the preceding six (6) months and with successful completion of one of three training/continuing education classes.

SALARY RANGE 31, STEP D for any such person with not less than six (6) months service at salary range 31, step C and with satisfactory service* for the preceding six (6) months and with successful completion of a second training/continuing education class.

SALARY RANGE 31, STEP E for any such person with not less than six (6) months service at salary range 31, step D and with satisfactory service* for the preceding six (6) months and with successful completion of the third and final training/continuing education class.

The selection of training and continuing education classes shall be mutually agreed upon by the Employee and their immediate supervisor. These training/continuing education classes must be relevant to the Employee's current position and aimed at enhancing their skills, knowledge, and proficiency with new technologies. This collaborative approach ensures that the training is both beneficial to the Employee's professional development and aligned with the City's goals.

*Satisfactory service will be a determination of Employee's immediate supervisor. Incumbents who disagree with the Supervisor's determination may grieve it in accordance with Article 45 of this Agreement.

**APPENDIX 5
PROGRAMMER ANALYST CAREER DEVELOPMENT PLAN (3)**

The salary for any person appointed to a Position as a Programmer Analyst shall be as follows:

Range 133, step A with less than 6 months service in such Position.

Range 133, step B with not less than 6 months service in such Position.

Range 133, step C with not less than 12 months at step B and with satisfactory service for the preceding 12 months.

Range 133, step D with not less than 12 months at step C and with satisfactory service for the preceding 12 months.

Range 133, step E with not less than 12 months at step D and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

Range 134, step E with not less than 12 months at Range 133, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

Range 135, step E with not less than 12 months at Range 134, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

Range 136, step E with not less than 12 months at Range 135, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the programming development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include Visual Basic, Java, XML, ASP, Oracle database administration. Course must be approved by the MIS Manager.

*Satisfactory service will be determination of the Manager, MIS. Incumbents who disagree with the Manager's determination may grieve it in accordance with Article 45 of this agreement.

APPENDIX 5
GIS SPECIALIST CAREER DEVELOPMENT PLAN (4)

The salary for any person appointed to a Position as a GIS Specialist shall be as follows:

Range 134, step A with less than 6 months service in such Position.

Range 134, step B with not less than 6 months service in such Position.

Range 134, step C with not less than 12 months at step B and with satisfactory service for the preceding 12 months.

Range 134, step D with not less than 12 months at step C and with satisfactory service for the preceding 12 months.

Range 134, step E with not less than 12 months at step D and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a professional vendor or third-party training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

Range 135, step E with not less than 12 months at Range 133, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

Range 136, step E with not less than 12 months at Range 134, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a vendor or third-party professional training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

Range 137, step E with not less than 12 months at Range 135, step E and with satisfactory service for the preceding 12 months and completion of an applicable course in the GIS development discipline. This course could include a professional training, vocational training, or college level course. Examples of applicable course training might include C++, Java, ESRI applications or utilities, Oracle database administration. Course must be approved by the MIS Manager.

*Satisfactory service will be determination of the Manager, MIS. Incumbents who disagree with the Manager's determination may grieve it in accordance with Article 45.

File Number: 25-0045R



City of Duluth

411 West First Street
Duluth, Minnesota
55802

Certified Copy

Resolution: 25-0045R

File Number: 25-0045R

RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DULUTH AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES MINNESOTA COUNCIL 5, LOCAL 66, FOR BASIC UNIT EMPLOYEES FOR THE YEARS 2025-2027.

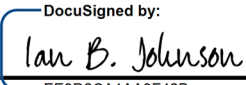
CITY PROPOSAL:


RESOLVED, that the proper city officials are hereby authorized to execute and implement a collective bargaining agreement with the American Association of State, County and Municipal Employees, Minnesota Council 5, Local 66, for Basic Unit Employees containing substantially the same terms as that attached hereto as Exhibit A, covering the terms and conditions for City of Duluth Basic Unit bargaining unit members for the years 2025 through 2027.

This Resolution was adopted unanimously.

I, Ian B. Johnson, City Clerk of the City of Duluth, Minnesota, do hereby certify that I have compared the foregoing passed by the city council on 1/27/2025, with the original approved and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth.

DocuSigned by:

 EE9D2CA1AA9F42B...

Signed by:


2/10/2025 | 12:10:31 CST
Date Certified