

**AGREEMENT**

**BETWEEN**

**THE CITY OF VIRGINIA, MINNESOTA**

**AND**

**LOCAL 390**

**INTERNATIONAL ASSOCIATION OF**

**FIRE FIGHTERS**

**JANUARY 1, 2023 TO DECEMBER 31, 2025**

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The "City of Virginia", hereinafter referred to as the "Employer" and the International Association of Fire Fighters Local 390 of Virginia, Minnesota, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union," agree to the following procedures and practices of collective bargaining.

## **ARTICLE I: PURPOSE OF AGREEMENT**

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It is the intention of the Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruption of work and interference with the efficient operation of the Department and to provide an orderly and prompt method for handling and processing grievances. The Employer and the Union, through this Agreement, continue their dedication to the highest quality fire protection and ambulance service to the citizens of Virginia.

## **ARTICLE II: RECOGNITION**

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A. The Employer recognizes the Union as the exclusive bargaining representative for all the employees of the Department, defined as essential employees under P.E.L.R.A. 179A.03 subds.7& 14, excluding the Fire Chief and Deputy Fire Chief. Both the Union and the Employer agree that there shall be no discrimination against any employee because of membership or non-membership in the Union, or because of race, color, creed or religious belief, marital status, membership in the National Guard or any other reserve unit of the United States. The parties also agree that the obligation to comply with the Americans with Disability Act is a responsibility of both parties, and will strive to adhere to the ADA when required and able to do so. No individual rights under the ADA will be limited by this agreement.

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

B. The Employer and the Union agree to designate jointly any exclusive representative of their position, which representative shall have authority subject to ratification, to negotiate for the Employer and the Union.

C. Neither the Employer nor the Union shall enter into any agreement or shall bargain, collectively or individually, with any member of the Union which in any way conflicts with the provisions of this Agreement.



### ARTICLE III: MANAGEMENT RIGHTS

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It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Fire Department in all of its various aspects, including, but not limited to, all of the rights granted pursuant to the Minnesota Public Employees Labor Relations Act, Minnesota Statutes 179A.07, subdivision I, and the right to direct the working forces; to plan, direct and control all the operations and services of the Department; to determine the methods, means, and organization by which such operations and services are to be conducted; to assign and transfer employees; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to excessive drinking, use of narcotics or other legitimate reasons; to make and enforce reasonable rules and regulations; and to change equipment or facilities.

### ARTICLE IV: DUES CHECKOFF

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The Employer agrees to cooperate with the Union in facilitating the deduction of the regular monthly Union dues for all those employees who are members of the Union and who request in writing to have their regular Union dues checked off. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments, brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

The Union shall provide the Employer with a signed dues deduction authorization card prior to any payroll deduction by the Employer. There shall be no interference with the rights of employees who wish to pay fair share.

### ARTICLE V: PROGRESSIVE REPRIMAND SYSTEM

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#### DISCIPLINE

**Section 5.1 – Discipline for Just Cause.** The Employer may discipline employees in any of the forms listed below:

- Verbal warning
- Written warning
- Suspension
- Discharge

The Employer will impose discipline to employees for just cause only and in accordance with the principles of progressive discipline. Progressive discipline does not preclude any level of discipline up to and including discharge for a first offense depending on the severity of the offense. However, discipline is to be corrective and not punitive.



## Section 5.2 – Reckoning Periods.

- a. **Verbal Warning.** A prior verbal warning shall not be used against an employee for the purposes of progressive discipline after one year from the date of the warning provided the employee has no sustained discipline for offenses of a same or similar nature during such one-year period.
- b. **Written Warning.** A prior written warning shall not be used against an employee for the purposes of progressive discipline after one year from the date of the warning provided the employee has no sustained discipline for offenses of a same or similar nature during such one-year period.
- c. **Suspension.** A prior suspension shall not be used against an employee for the purposes of progressive discipline after three years from the date of the warning provided the employee has no sustained discipline for offenses of a same or similar nature during such three-year period.

## Section 5.3 – Disciplinary Procedures.

- a. **Investigation.** Interviews of personnel will, to the extent possible, be conducted in the following manner:
  - Advance notification of the interview will be given to the employee. This notice will generally be at least 2 hours. This time may be less if Union representation is working the same shift.
  - Individuals notified for an investigative interview will be notified whether they are the subject of the investigation or a witness.
  - All individuals will be afforded the ability to have Union representation regardless if they are the subject of the investigation or a witness.
  - Interviews will be conducted, to the extent feasible, during shifts that the individuals being interviewed are working.
  - Just prior to the interview, a brief description of the issue(s) will be given to the employee to be interviewed. Upon request, a short period of time (15 to 30 minutes) will be granted to the employee to confer with Union representation prior to the commencement of the interview.
  - Subjects of investigations or witnesses shall not discuss the investigation with anyone other than Union or Legal representatives. Retaliation against any witness or person making allegations is prohibited and may subject the violator to additional disciplinary action.
  - The Investigator may tape record the interview but will do so if the employee requests. If the interview is to be tape recorded, a transcript will

be prepared and the employee will be given an opportunity to review the transcript and make any corrections. At the employee's request the employee will be given a copy of the final signed transcript.

- b. **Verbal Warning.** Record of a verbal reprimand will be entered into an employee's personnel file. A verbal reprimand will be given and followed up (within five (5) days) with a discussion between the employee and the Fire Chief on the action, which constituted the reprimand. A written documentation of the verbal warning, marked "verbal warning," will be placed in the employee's file.
- c. **Written Warning.** A written warning will include a "coaching" session with the employee and the Fire Chief involving the reprimand. The Fire Chief will review and explain the work rules or job performance standards that the employee has violated or abused. The Fire Chief will encourage the employee to improve their work habits and schedule a follow-up meeting in approximately two (2) weeks to evaluate the improvement of the employee. A copy of the reprimand will be placed in the employee's personnel file. The employee and the Union will also receive a copy.
- d. **Suspension.** If, and when an employee reaches this point in the progressive reprimand process, it is time for that employee to take a good look at their own behavior, actions, or work habits to determine how to improve themselves to meet the employer's standards. An employee who reaches this step will be notified by the Fire Chief that they are being placed on a "decision making leave". This may be for the remainder of a shift, or an entire shift. The decision making leave will be compensated by the use of vacation or compensable time. The next day, or on the employee's next scheduled shift, the employee will meet with the Fire Chief prior to returning to work. The parties will go over the exact reasons for the pending suspension (and the length of that suspension), and the exact work rules that the employee is expected to abide by, if the employee decides to return.

If the employee agrees to return to work under the guidelines stipulated by the Employer, the employee shall be allowed to do so. If in the opinion of employee's supervisor, the incident is serious enough to warrant additional time off, or the employee does not agree to return to work under the conditions placed upon them by the Employer, the suspension as described earlier will be implemented without pay from one (1) scheduled working shift.

If an employee's decision making leave and subsequent suspension are overturned by an arbiter or the City Council or City Operations Director, the time off taken for the decision making leave (comp time or vacation) will be credited back to the employee.

The decision making leave directly involves the employee in the process of discipline and correction, and treats them as the adult they are, and as they are expected to behave and abide by the working conditions set forth by the Employer.



A copy of the decision making leave will be placed in the employee's personnel file and a copy will be given to both the employee and the Union.

- e. **Termination.** When the Employer believes that the employee's actions justify termination, then the Employer shall notify the employee with a termination notice. A termination hearing will be scheduled in accordance with the City Charter. A copy of this notice shall be sent to the Union also.

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## ARTICLE VI: GRIEVANCE PROCEDURE

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A. A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of the Agreement.

B. The process for commencing and resolving grievances shall be as follows:

STEP 1. - To initiate a grievance, the Union representative shall, within the time period specified below, inform the Chief or his/her designee in writing describing the nature of the dispute, the employee(s) affected, the contract provision at issue and the remedy sought. A meeting shall be held among the grievant(s), the Union representative and the Fire Chief in attempt to resolve the dispute. The written notice of grievance must be presented to the Chief within fifteen (15) calendar days of the knowledge of the alleged violation of the Labor Agreement. The Union is encouraged to discuss the matter with the Chief prior to filing a grievance. The meeting must take place within ten (10) days after the grievance is received. The Fire Chief's response(s) shall be provided, in writing, within ten (10) calendar days of the meeting.

STEP 2. - If the grievance is not resolved through Step 1, the Union may appeal the grievance to Step 2 of the Grievance Procedure by giving written notice of the appeal to Step 2 to the City's Operation Director. The referral to Step 2 shall be made in writing to the Employer within ten (10) calendar days after receipt of the Fire Chief's answer in Step 1. Upon the referral to Step 2, a meeting will be held with the City Operations Director or his/her representative, the Fire Chief, the grievant(s), and a Union Representative. The City Operations Director shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after the Step 2 meeting. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

STEP 3. - If the grievance is not resolved at Step 2, the Union may appeal the grievance to Step 3 by giving written notice of the appeal to Step 3 to the Chair of the City's Personnel Committee. The referral to Step 3 shall be made within ten (10) calendar days following the receipt of the Employer's final Step 2 answer. Within ten (10) calendar days after the receipt of the Step 2 appeal, the City Personnel Committee Chair shall arrange a Step 3 meeting with the Union representative at a mutually acceptable time to discuss the matter. The grievant(s) may attend the



meeting. If no settlement is reached, the Employer will give an answer to the Union within five (5) calendar days following said meeting.

Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

STEP 4. – Mediation. If the grievance is not resolved at Step 3, the Union may refer the grievance to mediation within ten (10) calendar days of receiving the Employer's Step 3 denial. Either party shall notify the Bureau of Mediation Services to request the assignment of a mediator. Any grievance not appealed in writing to Step 4 by the Union with ten (10) calendar days shall be considered waived.

STEP 5 – Arbitration. If the grievance is not resolved at Step 4, the Union may appeal the grievance to arbitration by giving written notice of the referral to arbitration to the City's Operations Director. The referral to arbitration shall be made within ten (10) calendar days after receipt of the written notification from the mediator that the mediation has been unsuccessfully concluded.

Upon referral to arbitration, either party may request the Bureau of Mediation Services to submit a list of seven (7) arbitrators. The Employer and the Union shall have the right to alternatively strike three (3) names from the panel. The party striking first shall be determined by a coin flip. The remaining person shall be the arbitrator. The arbitrator shall be notified of their selection by a joint letter from the Employer and the Union requesting that the arbitrator set a time and a place, subject to the availability of the Employer and the Union.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The employee shall consider and decide only the specific issue submitted totem in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to for their review

The arbitrator shall submit in writing his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless both parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance submitted. The decision of the arbitrator shall be final and binding upon the parties, except as provided by Minnesota Statutes.

The fee and expenses of the arbitration shall be divided equally between the Employer and the Union.

- C. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If the Employer does not respond within the specified time limits, the grievance shall be deemed to have been referred to the next step. The time limits in each step may be extended by mutual agreement of the parties involved. If the Fire Chief is absent and a grievance need be filed, it can be presented directly to Human Resources. If a grievance is resolved prior to receipt of an arbitration award on any terms other than withdrawal of the grievance or the granting of the remedy sought in

the grievance, the terms of such settlement shall be reduced to writing and a copy shall be provided to both the Employer and the Union.

All settlements at any Step level achieved will be documented in writing and a copy submitted to the Union and Employer for record keeping.

## **ARTICLE VII: HOURS OF WORK**

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### **A. DUAL ROLE 53 HOUR WORK WEEK**

The present scheduled work week is an average fifty-three (53) hour work week with a twenty-four (24) hour shift. The regular work schedule will exceed a forty (40) hour work week. Because the work schedule is based on twenty-four (24) hour shifts and a three-platoon system, the regular work schedule would exceed the average of fifty-three (53) hours per week. To achieve the 53-hour week and reduce the potential for FLSA overtime, each employee shall be scheduled with one twelve (12) hour shift during each twenty-four (24) day FLSA cycle. The Employer retains the right to require the employee to work a full 24-hour shift on the 12-hour work day upon 72-hours advance notice to the employee. Such additional 12 hours shall be compensated at the employee's straight-time hourly rate unless otherwise required by the FLSA. This Article shall not be construed to limit the authority of the Employer to establish work schedules as it deems, in its sole judgment to be in the best interest of the Department (Management Rights as specified in Article III of this Agreement).

### **B. DUAL ROLE 40 HOUR WORK WEEK**

The regular work week for dual role 40- hour employees shall normally consist of eight (8) consecutive hours of work Monday through Friday. The start and end times of the work day shall be established by the Employer

### **C. SINGLE ROLE 42 HOUR WORK WEEK**

1. General Employees assigned to a 12 hour shift schedule shall be compensated at the same hourly rate as provided in ARTICLE XXI: WAGES AND RANK STRUCTURE of the agreement. Annual compensation for the Single Roles shall be based on 2080 hours per year.
2. Work Period. The basic work period for employees assigned to a 12 hour shift schedule shall be 84 hours in a 14 day work cycle. Employees working the 12 hour shift shall be compensated utilizing an average workweek of 42 hours. The number of hours worked annually shall be 2185.
3. Overtime. All work performed in excess of the eighty-four (84) hour, 14 day work period, shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1 ½ ) times the employee's straight time rate of pay. Overtime must be approved by a supervisor prior to the time being worked. Failure to obtain prior approval may result in disciplinary action.
4. hourly rate for each hour of callback with a minimum of two (2) hours per callback
5. In order to meet the past City Council resolution of nine (9) person crews following the Springsted study, Single Role employees after meeting dual role requirements, will then be moved to a dual role position to ensure full staffing of the dual role position. (9 person crews) This is contingent on the availability of a dual role vacancy. (currently at 27 dual role 24hr shift employees)



6. If call volume increases or PSA increases, additional single role personnel may need to be hired to fulfill the increased work volume. These single role employees will need to meet the dual role qualifications in order to move into a dual role position.
7. Seniority gained in the single role work class shall apply to that work class only, as it is not transferable to a dual role firefighter/paramedic position work class. Seniority within each specific work class (single role or dual role) shall continue to be determined by the date on which that employee was hired into that respective work class.

D. CALL OUTS

1. When a dual role employee is called out to work on other than their regular shift, the employee shall be compensated at 1.65 times their regular hourly rate for each hour of callback with a minimum of two (2) hours per callback.
2. When a dual role employee is called out to work on a city recognized holiday, the employee shall be compensated at 3.3 times their regular hourly rate for each hour of callback with a minimum of two (2) hours paid per callback.
3. If a single role is called out to work other than his/her scheduled shift on a Holiday, as listed in ARTICLE VIII: HOLIDAYS AND PERSONAL LEAVE, the single role employee shall be compensated or accrue comp time at 3.0 times their regular
4. Dual Role forty hour employees shall be paid at the rate of one and one-half (1.5) times their regular hourly rate for all hours worked in excess of forty (40) hours during any week. If a dual role 40-hour employee is required to work on a holiday, the employee shall be compensated at three (3) times their regular hourly rate.
5. The parties agree for any call backs there shall be no pyramiding of payments, and the employee must remain available for the entire callback period or payment.

*EXAMPLE: Employee is called out at 9:00AM. The callback requires the employee to remain at the fire hall for 1 hour and 15 minutes. The employee is guaranteed two hours for the callback, and therefore must remain available for any other callbacks in the next 45 minutes.*

E. When an employee elects to use compensatory time off, their compensatory time bank shall be reduced by the amount of time taken off. Compensatory time shall be used in accordance with the FLSA and regulations promulgated thereunder.

F. An employee may elect to receive compensatory time or overtime pay at the above rates, when called out to work on other than their scheduled shift.

G. The maximum accrual of comp time for Single Role shall not exceed 60 hours. Dual Role employees may not accrue more than 120 hours of compensatory time; Single Role Employees shall not accrue more than 60 hours of compensatory time. Once any employee has accrued the maximum compensatory time, the employee shall be paid for all additional hours worked as overtime. Utilization of Comp Time shall be approved by OIC prior to use



H. When an employee moves from a dual role 40-hour per week position to a 53-hour per week position (or vice versa) during the year, their compensatory time bank shall be converted by multiplying the employee’s accrued but unused leave bank by 1.325 (It will be divided by 1.325 if moving from 53-hour work week to a dual role 40-hour per week position).

I. When an employee moves from a single role 42-hour per week position to a 53-hour per week position (or vice versa) during the year, their compensatory time bank shall be converted by multiplying the employee’s accrued but unused leave bank by 2.0 (It will be divided by 2.0 if moving from 53-hour work week to a single role 42-hour per week position).

**ARTICLE VIII: HOLIDAYS AND PERSONAL LEAVE**

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A. All regular full-time employees on a salary basis shall receive the following paid holiday:

1. Any Dual Role Employee that works a scheduled shift on a holiday listed below, shall be paid at the rate of 1.65 per hour. The employee shall only receive this rate of pay when working (not applicable to sick leave, PL, Comp, Vacation, etc.).
2. Any Single Role Employee that works a scheduled shift on a holiday listed below, shall be paid at the rate of 1.5 per hour. The employee shall only receive this rate of pay when working (not applicable to sick leave, PL, Comp, Vacation, etc.).
3. Any dual role employee whom is called out to work on a city recognized holiday shall be compensated as per Article VII, Section D.
4. For Section A. 1. above, the City recognized holidays are as follows:

New Year's Day	Memorial Day	Veterans Day
President's Day	Juneteenth (starting in 2024)	Thanksgiving Day
Martin Luther King Day	Fourth of July	Day After Thanksgiving
Good Friday	Labor Day	Christmas Day

**B. PERSONAL LEAVE DAYS**

1. Fifty-Three hour Dual Role employees shall be entitled to two (2) twenty-four (24) hour days of paid personal leave per year. Personal leave may be taken in segments of, twelve (12) hours or twenty-four (24) hours, and shall not accumulate from year to year
2. Forty (40) hour dual role personnel shall be entitled to two (2) eight (8) hour Personal Leave days for a total of sixteen (16) hours of paid personal leave per year. Personal Leave hours shall not accumulate from year to year. When a dual role 40 hour week employee moves to a 53-hour per week position (or vice versa) during the

year, personal leave hours shall be converted by multiplying the employee's accrued but unused leave bank by 3.0 (or divided by 3.0 if dual role is moving from 53-hour work week to a 40-hour work week position)

3. Forty Two (42) hour single role personnel shall be entitled to two (2) twelve (12) hour Personal Leave days for a total of twenty-four (24) hours of paid personal leave per year. Personal Leave hours shall not accumulate from year to year. When a single role 42 hour week employee moves to a 53-hour per week position (or vice versa) during the year, personal leave hours shall be converted by multiplying the employee's accrued but unused leave bank by 2.0 (or divided by 2.0 if dual role is moving from 53-hour work week to a 42 hour work week position)

4. The Employer shall have the right to determine how many employees shall be entitled to take personal leave on any given day based on public safety. If more employees seek personal leave on a given day than the Employer determines can be permitted such leave, then such leave shall be granted by the Employer in order of seniority.

C. Each employee on a 53-hour work week shall be given twelve (12) hours of pay for each listed holiday in the pay period during which each of the above-referenced holidays fall regardless of whether the employee worked on the holiday.

D. Forty (40) hour dual role and Forty Two (42) hour single role personnel staff personnel working a 40-hour work week shall be given eight (8) hours of pay for each listed holiday in the pay period during which each of the above-referenced holidays falls.

### **ARTICLE IX: VACATIONS**

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A. All current full time employees working a 53-hour work week of the Fire Department shall receive vacation as per the following schedule:

<u>Years of Continuous Service</u>	<u>Vacations</u>	<u>(24 hour) Days</u>	<u>Hours per Pay Period</u>
One (1)	2	8	7.38
Six (6)	3	12	11.08
Eleven (11)	4	16	14.77
Twenty (20)	5	20	18.46



B. Forty (40) Hour per week Dual Role employees shall receive vacation as per the following schedule:

<u>Years of Continuous Service</u>	<u>Vacations</u>	<u>(8 Hour) Days</u>	<u>Hours per Pay Period</u>
One (1)	2	10	3.08
Six (6)	3	15	4.62
Eleven (11)	4	20	6.15
Twenty (20)	5	25	7.69

C. Forty Two (42) Hour per week Dual Role employees shall receive vacation as per the following schedule:

<u>Years of Continuous Service</u>	<u>Vacations</u>	<u>(12 Hour) Days</u>	<u>Hours per Pay Period</u>
One (1)	2	8	3.69
Six (6)	3	12	5.54
Eleven (11)	4	16	7.38
Twenty (20)	5	20	9.23

D. On the employee's 22nd anniversary date of employment with the Employer, the employee shall be credited with one (1) additional day of paid vacation. Every two (2) years thereafter, the employee shall be credited with another additional day of paid vacation. (24th year= 2 days; etc.)

E. Vacation requests for dual role 53 hour personnel shall be submitted to the Fire Chief no later than January 1st of each year and to be taken at the discretion of the Fire Chief. Staff must schedule all vacation except up to 96 hours of vacation that may remain "unscheduled" which shall be taken at the discretion of the Fire Chief

F. Upon termination of employment or retirement, unused vacation will be deposited into the employee's Health Care Savings Account

G. Effective January 1, 2001, employees who are absent due to short term disability (STD) or long term disability (LTD) shall be allowed to carryover any unused vacation credits, and any earned pro-rated vacation credits into the next calendar year, or until they return to work. However, the employee will not earn any additional vacation credits while out on STD or LTD.

*EXAMPLE: Firefighter A has 4 vacation credits as of January 1, 2004. The employee does not take any vacation prior to July 1 or schedule any vacation until after July 1, 2004. Firefighter A goes out on STD in June 2004 continues into LTD for the remainder of the year. Firefighter A will be allowed to carryover the unused 4 vacations into 2005, as well as being credited with the pro-rata earned vacation for the 5 months worked in 2004. Firefighter A returns to work on February 1, 2005, the employee will have 4 vacations earned in the year 2003 plus the pro rata vacation earned for the 5 months worked in 2004.*



H. If employee's vacation is scheduled but cancelled or denied by Management, the employee will be allowed to carry over vacation to the following year. It MUST be taken in that year. This will not be considered unused vacation for purposes of the Health Care Savings Plan. A Personnel Action Form shall be completed by Chief for purpose of record keeping.

I. When an employee moves from a dual role 40 hour work week position to a 53-hour per week position (or vice versa) during the year, hours in their vacation leave bank shall be converted by multiplying the employee's accrued but unused leave bank by 3.0 (or divided by 3.0 if moving from 53-hour work week to a dual role, 40-hour work week)

J. When a single role 42 hour week employee moves to a 53-hour per week position (or vice versa) during the year, v hours shall be converted by multiplying the employee's accrued but unused leave bank by 2.0 (or divided by 2.0 if dual role is moving from 53-hour work week to a 42 hour work week position)

## ARTICLE X: SICK LEAVE

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### A. Dual Role 53-hour employees

1. Sick leave shall be earned at a rate of one (1) twenty-four (24) hour day per month
2. The maximum accumulation of sick leave shall be thirty (30) twenty-four (24) hour days or 720 hours
3. The Employer shall provide each employee a policy for short term disability at 100% of the employee's regular rate of pay. The employee must have all paperwork completed and turned in to the Human Resources Department in order to utilize this benefit. The short term disability shall commence after fifteen (15) calendar days after first notice of illness or injury.
4. Long term disability will become effective after ninety (90) calendar days of any injury or illness. Said policy shall provide for payment equal to 66-2/3 of the employee's regular monthly earnings until age 65, or the employee is able to return to work, whichever occurs first. During the period of long term disability, the employee shall not be required to work in a light duty capacity, and the Employer shall continue to provide, medical, dental, and life insurance benefits, the same as an active employee. The employee shall be required to submit their portion of the premium payments for said insurance to the clerk's office by the first of each month.
5. An employee must exhaust all sick leave prior to using compensatory time, vacation, and personal days respectively, to bridge the scheduled work days missed during the fifteen (15) calendar days before short term disability commences.
6. An employee on short-term or long-term disability illness or injury shall not accumulate vacation or sick leave entitlement or be entitled to holiday pay or any other bonus or entitlement pay during their absence.

### B. DUAL ROLE 40-HOUR EMPLOYEES

1. Accrual rate for sick leave shall be 10 hours per month.

2. The maximum accumulation of sick leave for all 40-hour employees will be twenty (20) days or 160 hours.
3. Short term shall commence on the fifth (5th) day of any injury or illness and shall pay 100% of the employee's regular wage and shall continue for ninety (90) calendar days when the employee shall convert to long term disability.
4. The Employer agrees to provide short and long term disability insurance for all 40 hour positions.
5. Long term disability will become effective after ninety (90) calendar days of any injury or illness. Said policy shall provide for payment equal to 66-2/3 of the employee's regular monthly earnings until age 65, or the employee is able to return to work, whichever occurs first. During the period of long term disability, the employee shall not be required to work in a light duty capacity, and the Employer shall continue to provide, medical, dental, and life insurance benefits, the same as an active employee. The employee shall be required to submit their portion of the premium payments for said insurance to the clerk's office by the first of each month.

C. SINGLE ROLE 42-HOUR EMPLOYEES

1. For employees assigned to the 12 hour shift schedule the term "day" shall be interpreted as 12 hours.
2. Accrual rate for sick leave shall be 12 hours per month.
3. The maximum accumulation of sick leave for all 42-hour employees will be twenty (20) days or 240 hours
4. Short term shall commence on the fifth (5th) day of any injury or illness and shall pay 100% of the employee's regular wage and shall continue for ninety (90) calendar days when the employee shall convert to long term disability.
5. The Employer agrees to provide short and long term disability insurance for all 42 hour positions.
6. Long term disability will become effective after ninety (90) calendar days of any injury or illness. Said policy shall provide for payment equal to 66-2/3 of the employee's regular monthly earnings until age 65, or the employee is able to return to work, whichever occurs first. During the period of long term disability, the employee shall not be required to work in a light duty capacity, and the Employer shall continue to provide, medical, dental, and life insurance benefits, the same as an active employee. The employee shall be required to submit their portion of the premium payments for said insurance to the clerk's office by the first of each month.

D. Members of the Department may work in place of a member whose sick leave has expired provided a shift trade form is completed and approved. This practice is allowed for a reasonable period of time only and at the discretion and approval of the Fire Chief. Each situation must also be presented on an individual basis for approval by the Employer.

E. No employee will be forced to use their vacation time for sick leave.

F. 53 Hour Employees who use less than 72 hours of sick leave per year shall be entitled to receive straight time pay for all unused sick time, with a maximum of 72 eligible hours each year. The unused sick time for which an employee receives this bonus shall not be subtracted from their annual accumulation of sick leave.



G. If a dual role 40-hour employee uses less than 40 hours of sick leave during a year, the employee shall receive payment at their regular hourly rate for unused sick leave, with a maximum of 40 eligible hours each year. The unused sick leave hours for which the 40-hour dual role employee receives this bonus shall not be deducted from their annual accumulation of sick leave.

H. Effective January 1, 2020, if a Single Role 42-hour employee uses less than 48 hours of sick leave during a year (2020 and beyond), the employee shall receive payment at their regular hourly rate for unused sick leave, with a maximum of 48 eligible hours each year. The unused sick leave hours for which the 42 hour single role employee receives this bonus shall not be deducted from their annual accumulation of sick leave.

I. When a 40 – hour dual role moves to a 53-hour per week position (or vice versa) during the year, hours in their sick leave bank shall be converted by multiplying the employee's accrued but unused leave bank by 3.0 (or divided by 3.0 if moving from 53-hour work week to a dual role 40-hour work week position).

J. When a 42 Hour Single Role moves to a 53-hour per week position (or vice versa) during the year, hours in their sick leave bank shall be converted by multiplying the employee's accrued but unused leave bank by 3.0 (or divided by 3.0 if moving from 53-hour work week to a dual role 40-hour work week position).

K. Donation of Sick Leave

1. Receiver of sick leave agrees that:

- Employee must have used all of his or her leave first and has a documented serious illness of self or immediate family member
- Approval of donation shall be granted if, at the time of donation, the employee is expected to return to work
- The employee receiving the donated sick leave shall be compensated at their normal rate of pay when they use the sick time
- All requests for time off as sick leave shall be in accordance with Article X Sick Leave
- City retains the right to request medical documentation as per Article X Sick Leave
- This policy does not limit or extend the time available under the Family and Medical Leave Act.
- Employees on Workers Compensation are not eligible to receive sick leave donation
- Abuse of sick leave donation will not be tolerated.

2. Donor of sick leave agrees that:

- The donation of sick leave shall directly reduce the number of hours of sick leave accrued and donor will not be compensated for these hours
- This donation may affect any sick leave bonus earned for the year



- The minimum amount that can be donated shall be two (2) hours and the smallest increment of increase thereafter shall be one (1) hour
  - Once the sick leave has been transferred to the receiver, the donation cannot be revoked
  - If donor requests, the names of who donated leave shall remain confidential
3. Processing of Requests:
- If donor requests, the names of who donated leave shall remain confidential
  - If donated time received is more than one receiver can use, the requests will be fulfilled on the date the payroll department receives the request. All excess donations will not be processed and donors will be notified.
  - All donated leave is nonrefundable to the donating employee(s).
  - Requests for donation of leave must be on forms provided by City payroll department and signed by donating employee.

L. Employees with a minimum of fifteen (15) years of service with the Employer, who retire and are eligible for PERA pension and/or PERA disability benefits, shall upon retirement have one half (1/2) of their sick leave balance deposited into their Health Care Savings Account. Employees who voluntarily quit or are terminated for cause are not entitled to any payment of sick leave.

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## **ARTICLE XI: MILITARY LEAVE**

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A. Any regular employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training program or perform other duties under supervision of the United States or this State, which would prevent them from performing their regular work, shall be granted a leave with pay upon request, not to exceed fifteen (15) calendar days, provided however, that no employee shall be granted paid leave for training purposes beyond that required by State and Federal Statutes concerning military leave.

B. Notice shall be given to the Employer at least five (5) working days after receipt of said orders and no less than twenty-four (24) hours prior to the date of leave, except that when said orders are received at a time which would make compliance with this provision impossible. The employee shall give notice at the earliest possible time.

C. Any full time employee shall be granted a leave of absence without pay if entering into active service of the military, pursuant to Minnesota Statutes and Federal Law.

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## **ARTICLE XII: MATERNITY/PARENTING LEAVE**

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A. Any regular employee who has been employed by the Employer for twelve (12) months or more shall be entitled to a parental leave as defined below:

Within six (6) weeks of the birth or the adoption of a child, an employee may commence an unpaid parental leave, which may be for a period of up to six (6) months. Prior notice of such parental leave must be received by the Employer at least four (4) weeks before the start of such parental leave and shall state the expected starting and ending dates of such leave.

B. During such unpaid parental leave, an employee shall not be eligible for any other contract benefits except for the Employer provided health insurance coverage which may be continued at the employee's expense.

C. Upon return from parental leave, an employee shall be entitled to all accrued pre-leave benefits and seniority, and shall return to their former position or another position with comparable duties, hours, and pay. In the event such parental leave lasts longer than one (1) month such employee must provide at least two (2) weeks' notice of intent to return to work prior to returning to work.

D. In the event the employee is eligible for and receives sick leave benefits as provided for in Article 10 of the Agreement during the time of parental leave, the employee shall be paid for such sick leave benefits and their unpaid parental leave shall not be extended as a result of using sick leave.

E. Nothing in this Article shall supersede or limit the rights of an employee under State or Federal law.

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### **ARTICLE XIII: JURY DUTY; COURT APPEARANCE**

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A. All full-time employees shall be granted a leave of absence for service on a jury. The employee shall continue to receive their regular pay minus the amount received for jury duty. If the employee reports for jury duty and is subsequently excused from such duty, the employee shall return at once to their regular work.

B. When an employee is expected to appear in court on their day off resulting from a job-related incident as a firefighter/paramedic, they shall be compensated at 1.65 times the hourly rate of compensatory time for court appearance, with a minimum of four (4) hours.

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### **ARTICLE XIV: FAMILY ILLNESS**

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A. An employee may use accumulated compensatory time, then vacation, after an employee has used all sick leave balance in the case of serious illness in the employee's family (Defined in MN Statute 181.9413) ) requiring the care and attendance of the employee. Serious illness is one requiring hospitalization, or lasting more than three (3) days and requiring treatment by a health care provider, or a chronic condition. [See City FMLA policy for more detailed explanation.] For absences due to safety leave such attending employee may be granted a leave of absence with use of sick leave pay for reasonable periods of time



as the employee's attendance may be necessary and up to 160 hours in a year as per MN Statute 181.9413.

B. Permission and conditions for use of sick leave for the purpose set forth in this Section must be applied for and approved by the Fire Chief before such leave will be granted.

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### ARTICLE XV: LEAVES OF ABSENCE

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A. Written requests for leaves of absence may not be granted except with the written consent of the Employer. Such leave of absence shall be for the time specified on the request, except in the case of illness or injury. A member staying longer than their leave shall be considered as resigned from the department. Leave of absence days shall be subtracted from his/her seniority list date except for authorized illness.

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### ARTICLE XVI: HEALTH AND WELFARE INSURANCE

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A. All regular employees shall be covered under the following insurance health and welfare program or under comparable or equivalent coverage:

1. The Employer shall take steps to enroll all employees in the Minnesota Public Employees Retirement Association life insurance benefit plan, or its equivalent. New employees will be enrolled upon hiring; employees currently enrolled with the plan shall remain enrolled. In 2017, The Employer will pay 85% of the monthly premium; the employee shall pay 15% via payroll deduction. In 2018, The Employer will pay 83% of the monthly premium; the employee shall pay 17% via payroll deduction. In 2019, The Employer will pay 80% of the monthly premium; the employee shall pay 20% via payroll deduction. Upon retirement, the employee shall have the option of maintaining the benefit by paying for the entire monthly premium

2. Delta Dental Aware Benefits, plus the special endorsement. Annual maximum allowance for dental insurance to \$1,500 Lifetime orthodontia maximum from \$1500 Lifetime maximums may change at the discretion of the Plan, but shall not be less than the amounts indicated in this paragraph.

3. Effective 1/1/2020, Employees shall be enrolled in a VEBA compatible Health Plan through Minnesota Public Employees Insurance Program (PEIP), with the employee to determine the level of coverage (Advantage, Select, and Value).

a. Premiums shall be split on the following schedule:

Effective Jan 1 2020	
PEIP ADVANTAGE PLAN	80% Employer; 20% Employee
PEIP VALUE PLAN	85% Employer; 15% Employee
PEIP SELECT PLAN	90% Employer; 10% Employee

- b. For 2019/2020 only, the employer shall contribute VEBA Contributions of \$2000 for Single and \$4000 for Family into the employee's VEBA account semi-annually.

4. Effective 1/1/2021, Employees shall be enrolled in a VEBA compatible Health Plan through Minnesota Public Employees Insurance Program (PEIP), with the employee to determine the level of coverage (Advantage, Select, and Value).

- a. Advantage Plan:

Single/Family Premium: 80% paid by the Employer 20% by Employee. Employer to contribute \$1,200 single/\$2,400 family to VEBA and cover up to \$2,000/\$4,000 hardship gap as needed.

- b. Value Plan: Single/Family Premium: 80% paid by the Employer 20% by Employee. Employer to contribute \$1,200 single/\$2,400 family to VEBA and cover up to \$2,000/\$4,000 hardship gap as needed.

- c. HSA Plan: Single/Family Premium: 90% paid by the Employer 10% by Employee. Employer to contribute \$2,000 single/\$4,000 family to VEBA and cover up to the maximum out of pocket allowed by this plan as a hardship gap, as needed. (It is noted that the intent of this language, i.e., the employer to cover the max out of pocket of the HSA is to carry over, year to year, until otherwise negotiate, with the further intent of encouraging all employees to move to the HSA plan allowing not only for employee savings, but considerable savings to the City.)

5. Effective January 1, 2020, the employer shall contribute one-half of the VEBA contribution of \$2000 for single and \$4000 for family for 2020 into the employee's VEBA account, the remaining other half shall be deposited by July 1, 2020.

6. VEBA Deposits for new hires/entrants and terminating employees will be prorated.

B. The City shall continue to provide the coverage herein above set forth during the period of temporary total disability of the employee resulting from compensable injury under Workman's Compensation Act and for a period not exceeding six (6) months from either layoff or after sick leave has been exhausted, but shall terminate the same upon such employee obtaining other employment.

C. If an employee suffers a temporary disability resulting from a compensable injury under the Workman's Compensation Act which prevents him/her from performing his/her usual duties as a fire fighter/paramedic/EMT, the Employer shall provide such employee the same hospital, medical, dental and life insurance coverage as is provided to active employees of this Department. If an employee suffers a permanent disability resulting from a compensable injury under the Workman's Compensation Act which prevents him/her from performing his/her usual duties as a firefighter/Paramedic/EMT, the Employer shall provide such employee the same hospital, medical, dental and life insurance coverage as is provided to active employees of the Department. Such coverage shall continue for the rest of the



employee's life, unless employee obtains other employment which provides similar benefits at which time this coverage shall terminated.

D. After twenty five (25) years of service and at the age of (55) years, the Employer will provide the employee, if retired, the same hospital and medical coverage, including dental, as is then presently provided to the active employed members of this Department. In the case where the employee is eligible for such coverage under Federal Medicare, the employee shall be required to apply for such coverage, and they shall then be covered under a supplemental plan. In the event the spouse of the retiree is under age 65 and therefore not eligible for Federal Medicare, the employee shall be continued in coverage under the regular hospital and medical plan until such time as they become eligible for Federal Medicare, at which time the spouse will be furnished a supplemental plan; provided, however, that the spouse must qualify as a dependent of the employee to be eligible for this coverage.

E. All employees who were hired prior to October 12, 2004, and who qualify for retiree insurance coverage at age 55 with 25 years of service as noted above shall contribute at the same rate as active employees toward the monthly premium.

F. Provided, however that if an employee qualifies for a PERA retirement and elects to retire with twenty (20) or more years of service at age fifty (50) or greater, the employee's contribution toward the insurance premium will be increased five percent (5%) for each year of service before twenty-five (25) and five percent (5%) for each year of age before fifty-five (55), but in no case will be afforded retiree coverage at service less than twenty (20) years or age less than fifty (50). Based on age at last birth date and last completed year of service at time of retirement.

Age > Years of Service v	55	54	53	52	51	50
25	Same as active	+5%	+10%	+15%	+20%	+25%
24	+5%	+10%	+15%	+20%	+25%	+30%
23	+10%	+15%	+20%	+25%	+30%	+35%
22	+15%	+20%	+25%	+30%	+35%	+40%
21	+20%	+25%	+30%	+35%	+40%	+45%
20	+25%	+30%	+35%	+40%	+45%	+50%

G. Employees hired on or after the date of October 12, 2004, by the City Council will be responsible for their own insurance coverage upon retirement. They will be required to pay 100% of the premium if they elect to remain on the Employer's plan.

H. In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to

bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

- I. The City of Virginia agrees to reimburse up to \$50.00 per month for an Employee who takes out a cancer insurance policy. Employee must provide documentation of invoice for policy to be reimbursed.

## **ARTICLE XVII: INJURED ON DUTY**

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A. The Employer and Union recognize that in addition to the routine duties performed by members of the bargaining unit they are on occasion subjected to hazardous duties unique to the performance of the job of being a fire fighter/EMS in the Virginia Fire Department. Any employee of the bargaining unit who is injured under the following conditions:

- 1) Acting within the limits of the authority established by the City
- 2) Who is injured during the performance of their assigned duties or activities while being compensated by the City under hazardous conditions unique to the performance of duties as a fire fighter/paramedic/EMT
- 3) Where the employee has not contributed to the cause of the injury through their own willful neglect of duties

B. For each separate incident of personal injury arising out of and in the course of his/her duties with the Virginia Fire Department for which benefits are provided under Minnesota Workmen's Compensation Law.

C. An employee off work due to a work-related injury or illness is eligible for benefits under Worker's Compensation.

D. Such disabling injuries must be reported to the Employer immediately. Request for such leaves shall be presented, together with supporting documentation, including appropriate physician reports.

E. The employee shall receive Workers Compensation checks and, upon request, shall be issued a supplemental check for the amount of the balance of the employee's normal wages. The supplement shall be deducted from the employee's accumulated sick leave bank first, and then an employee may use compensatory time, vacation, or personal days respectively, to supplement the difference between the worker's compensation and normal wage.

F. Providing further, with permission of his/her doctor, such disabled employee may be required to perform such other duties, within the bargaining unit as the Employer may from time to time provide with no loss of pay or seniority. In the event a 53-hour dual role employee is approved to perform a light duty assignment, his/her hourly wage shall be converted by multiplying the employee's hourly wage by 1.325 to reflect the reassignment, with no loss in pay, to a 40 hour per week position. The Fire Chief shall post a departmental



policy regarding return to work duty and make the policy available to all employees of the department.

**ARTICLE XVIII: FUNERAL LEAVE**

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A. Funeral leave with pay will be granted to employees who are on work schedule at that time or whatever part includes the employee regular scheduled work days up to a maximum of three (3) calendar days for the purpose of arranging for or attending the funeral/burial of a member of the immediate family, provided the employee makes arrangements with the Fire Chief or other officer in charge. Members of the immediate family shall include:

Wife	Son	Father-in-Law	Grandchildren
Husband	Daughter	Mother-in-Law	Son/Daughter-in-Law
Mother	Sister	Grandmother	Brother/Sister-in-Law
Father	Brother	Grandfather	Step-Children
Step-Sister/Brother			

A. If the funeral/burial is out of town, up to two (2) additional days will be allowed if substantial travel time is required, over two hundred (200) mile radius from the City of Virginia if needed at the discretion of the Fire Chief. Up to three (3) days off with pay, days off are to be consecutive, and no pay will be allowed for days not regularly scheduled. Funeral/burial leave not to exceed a maximum of five (5) days.

**ARTICLE XIX: LONGEVITY PAY**

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When an employee has completed five (5) years of continuous service with the Fire Department, dating from the time the employee was appointed as a regular employee, their salary shall be increased two percent (2%). After ten (10) years of service an additional two percent (2%), after fifteen (15) years of service an additional two percent (2%), and after twenty years of continuous service an additional two percent (2%). All longevity increases shall be computed on base earnings as negotiated by the Employer and the Union. Any employee hired on or after September 1, 2017 is not eligible for longevity.

**ARTICLE XX: SAVINGS CLAUSE**

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If any provision of this contract or the application of such provision should be rendered or declared invalid by any court action or by reason of existing or subsequently enacted legislation, the remaining parts or portions of this contract shall remain in full force and effect. Also, the voided provision may be re-negotiated at the request of either party.

**ARTICLE XXI: WAGES AND RANK STRUCTURE**

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A. Due to economic conditions and efforts for Recruitment, Attraction, and Retention of the Emergency Services field in 2023, the City agrees to a Wage adjustments as follows on all titles:

- Effective 1/1/2023: One Time Wage Increase 4.25%
- Effective 01/01/2023: 3% general wage increase
- Effective 01/01/2024: 2% general wage increase
- Effective 01/01/2025: 2% general wage increase

B. Two additional steps will be added to the wage scale Firefighter Step 4 and 5.

C. There shall be a shift differential pay of \$1.25 per hour for any Single Role (42 hour) shifts for work that begins after 7:00 pm.

D. Monthly salaries shall be as follows:

RANK	2023 - Market Adjust	2023 General	2024	2025
	4.25%	3.00%	2.00%	2.00%
TRAINING DIVISION COORDINATOR	\$ 7,104.31	\$ 7,317.44	\$ 7,463.79	\$ 7,613.07
BATTALION CHIEF	\$ 6,888.35	\$ 7,095.00	\$ 7,236.90	\$ 7,381.64
FIRE MARSHALL	\$ 6,642.20	\$ 6,841.46	\$ 6,978.29	\$ 7,117.86
CAPTAIN	\$ 6,452.00	\$ 6,645.56	\$ 6,778.47	\$ 6,914.04
LIEUTENANT	\$ 6,408.49	\$ 6,600.74	\$ 6,732.75	\$ 6,867.41
ENGINEER	\$ 6,277.95	\$ 6,466.29	\$ 6,595.61	\$ 6,727.53
FIREFIGHTER V	\$ 6,099.51	\$ 6,282.49	\$ 6,408.14	\$ 6,536.31
FIREFIGHTER IV	\$ 5,950.74	\$ 6,129.26	\$ 6,251.85	\$ 6,376.88
FIREFIGHTER III	\$ 5,805.60	\$ 5,979.77	\$ 6,099.36	\$ 6,221.35
FIREFIGHTER II	\$ 5,449.86	\$ 5,613.35	\$ 5,725.62	\$ 5,840.13
FIREFIGHTER I	\$ 5,215.58	\$ 5,372.04	\$ 5,479.48	\$ 5,589.07
FF/EMT*	\$ 4,318.33	\$ 4,447.88	\$ 4,536.83	\$ 4,627.57
SINGLE ROLE - PARAMEDIC	\$ 3,673.39	\$ 3,783.60	\$ 3,859.27	\$ 3,936.45
SINGLE ROLE - EMT	\$ 3,205.16	\$ 3,301.31	\$ 3,367.34	\$ 3,434.68

\* FF/EMT positions are only filled by Paramedic MOU dated July 2021

1. Hourly rate is computed by calculating annual income and dividing the annual by 2,756 hours for 53 hour dual role positions; 2080 hours for 40 hour Dual Role; and 2080 hours for 42 hour Single Role positions..
2. For purposes of salary advancement, the first year shall be considered probationary, on first (1st) anniversary date a Fire Fighter I shall move to Fire Fighter II, on the third (3rd) anniversary date, shall move to the Fire Fighter III level of pay; on the fourth (4<sup>th</sup>) anniversary date, shall move to Fire Fighter IV level of pay; and on the fifth (5<sup>th</sup>) anniversary date, shall move to Fire Fighter V level of pay.



- A. Compensation for overtime shall be 1.65 times the hourly rate, for all hours worked beyond 180 in any 24-day work cycle, as per the FLSA.
- B. Any Employee required by the Employer to perform the work duties and accept the responsibilities of a higher class, will receive the rate of pay for that class for the entire 24-hour shift, provided that the Employee performs these duties for the entire shift. No additional compensation shall be provided when an Employee works in the higher class for less than the full 24-hour shift. The Employer may not split the assignment to a higher class during a single work shift among different employees to avoid the compensation requirements of this Section.

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## **ARTICLE XXII: TRAINING**

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The following provisions will establish the compensation for training for all twenty- four (24) hour shift employees:

- A. Training assigned by the Department that an employee is required to attend is considered mandatory training. For mandatory training, any hours attended at training that require the employee to work more than the amount of regularly scheduled hours will be compensated at contract overtime rate.
- B. Training authorized by the Department which an employee has the option to attend is considered voluntary training and hours attended at training that require the employee to work more than the amount of regularly scheduled hours will be compensated at the straight time rate.
- C. Employees who attend training will not be subject to a loss of wages if the hours of class time instruction are less than the hours scheduled to work.
- D. Out-of-Town Training (over one-hundred [100] miles away) - If going out of town for training for more than one (1) day, employees who are scheduled to work the day before will be released from work in sufficient time to travel and arrive at their destination by 2100 hours. If scheduled to work on the day the training ends, employees will be released from work for the remainder of the shift if the training proceeds past 1200 hours or if the employee's travel time from the training venue will have them arriving later than 1700 hours at the fire station.
- E. In all circumstances, both parties agree to attempt to conduct training during the normally scheduled shifts whenever possible. Study time and travel time associated with training and any free time before, during, or after training shall not be compensable for either mandatory or voluntary training assignments, unless an exception is granted in advance in writing, as per the City Travel Policy.

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## **ARTICLE XXIII: CLOTHING ALLOWANCE**

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- A. Upon receipt (must be the original), the Employer will reimburse the employee up to a maximum of \$720 annually for the purchase of uniform apparel or safety equipment. Clothing allowance will be prorated for new hires.
- B. The Employer will pay for the cleaning or replacement of soiled or destroyed articles of clothing occurring while performing assigned duties.
- C. The Employer agrees to buy all required badges, patches and name tags.

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#### **ARTICLE XXIV: PHYSICAL EXAMINATION**

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All employees shall promptly comply with any physical, mental or other examinations required by the governmental body or the Employer. The Employer shall pay for all such examinations. Examinations are to be taken at a convenient location and are not to exceed one (1) in anyone (1) year unless the employee has suffered serious injury or illness during the year.

Employees will be required to take examinations during their working hours and will receive compensation for all hours spent during such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union's expense.

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#### **ARTICLE XXV: PROBATIONARY PERIOD**

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- A. All newly-hired employees shall serve a twelve (12) month probationary period of continuous service. During such probationary period, they shall not attain any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the probationary period the employee's seniority date shall be the first date of employment with the City.
- B. Upon completion of the twelve (12) month probationary period, the employee shall be paid not less than wages paid in his/her classification as shown on the wage scale agreed upon (Article XXI, Section A).
- C. For purposes of benefit eligibility during the probationary period the following shall apply:
  - 1. Holiday pay: After 90 calendar days
  - 2. Vacation: accumulates during probationary period, can only access after completion of probationary period
  - 3. Funeral Leave/Sick Leave/Jury Duty: After 90 calendar days
  - 4. Medical Benefits: First day of the month following original date of hire
  - 5. STD and LTD benefits: after 90 calendar days, but leave would result in an extension of the probationary period for a time or equal length as the STD or LTD leave time.
  - 6. Two Personal Leave Days, after 90 calendar days.



## **ARTICLE XXVI: SENIORITY**

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- A. The seniority of all employees covered by the term of this Agreement shall begin with the employee's starting date of employment, but not to include time prior to a discharge or a resignation.
- B. The seniority list shall be posted and kept up to date by the Employer. Said seniority list shall contain the name and starting date of each employee.
- C. The seniority list shall be posted annually by January 31.
- D. Employees will have thirty (30) days to appeal the listing. Employees who are absent during the entire thirty (30) day period will have fifteen (15) days from the date of their return to appeal the posting. The revised list will be posted. Once posted, the Employer will only go back to the revised list to settle any dispute.
- E. The Employer and the Union agree that where qualifications and ability are equal, then seniority shall prevail.
- F. Seniority shall be in accordance with the employee's last date of hire in the Fire Department. New employees hired shall be considered as probation employees for the first twelve (12) months of their employment. When an employee finishes the probationary period, the employee shall be entered on the seniority list of the Fire Department and shall rank for seniority from the date of hire.
- G. In the event of a reduction in personnel, probationary employees shall be laid off first. Employees with seniority shall be laid off in order of the seniority with employee with the least seniority being laid off first. Seniority shall prevail in all respects such as layoff and vacations (see Article XXVI, Section C).
- H. When the working force is increased after a layoff, employees with seniority will be recalled according to seniority in the reverse at their last known address by Registered or Certified Mail. If the employee fails to report for work within seven (7) calendar days from the date of the mailing notice of recall, the employee shall be considered as having resigned.
- I. In the event that a vacancy occurs within the bargaining unit and the Employer determines to fill that vacancy, the Employer shall post a notice of such vacancy or job opening for a period of thirty (30) days during which employees can make application to fill said vacancy. Vacancy shall be filled in accordance with the Promotional Testing Procedure.

## **ARTICLE XXVII: HEALTH CARE SAVINGS PLAN**

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- A. The Parties agree that if the Union wants to add more options to increase Health Care Savings Plan contributions with employee monies, those parts of the Agreement can be reopened and modified independently from the rest of the contract. The Union shall give

the Employer thirty (30) days' notice and the Parties will meet to discuss options. This in no way obligates the Employer to contribute any Employer funds to Health Care Savings Plans.

B. All Employees will contribute two percent (2%) of their base earnings to their individual health care savings plans.

C. Unused vacation will be deposited into the Employee's Health Care Savings Plan annually in January of the following year.

D. For employees hired on or after October 12, 2004, the Employer will deposit an amount equivalent to two percent (2%) of the employee's base wage into an interest-bearing escrow account for the employee for a period of one (1) year during his/her probationary period. Upon completion of one (1) years of service, this amount (plus interest) will be transferred to the employee's health care savings plan. If an employee leaves employment prior to reaching his/her first (1st) anniversary, all monies accrued on their behalf will revert to the Employer.

E. The level of Employer contribution distributed as per Section E shall increase as follows:

<b>Year</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>
1st Anniversary	2% of Monthly Base Wage	2% of Monthly Base Wage
5th Anniversary	2% of Monthly Base Wage	3% of Monthly Base Wage
10th Anniversary	2% of Monthly Base Wage	5% of Monthly Base Wage

The Employer will deposit an amount equivalent to two percent (2%) of the employee's base wage monthly.

Any employee who completes at least twenty (20) years of continuous service shall upon retirement receive one (1) day's pay for each year of service. A day is defined as eleven and one-half (11.5) hours for purposes of this section only. This amount will be credited to the employee's Health Care Savings Plan upon retirement.

**ARTICLE XXVIII: DEFERRED COMPENSATION**

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A. For the purposes of the City of Virginia 457 Deferred Compensation Retirement Plan, the calculation will be calculated on annual base wage only and will be paid on a monthly basis. The Employer shall make a non-elective contribution to each eligible, qualified employee as defined by the 457 Plan and State Statute 356.24. New hires are not eligible while on probation. Once qualified, payments from the Employer shall be retro to date of hire.

B. Each year, the City shall make a non-elective contribution of one percent (1%) of each employee's base wage into a deferred compensation plan as defined by State Statute 356.24, without any Employee contribution required.

In addition to the one (1%) percent City contribution listed above:



If the Employee contributes 1% The Employer contributes 1%  
If the Employee contributes 2% The Employer contributes 2%  
If the Employee contributes 3% The Employer contributes 3%

After Five Years of Service. Elective Contribution increases  
If the Employee contributes 5% The Employer contributes 5%

After Seven Years of Service. Elective Contribution increases  
If the Employee contributes 6% The Employer contributes 6%

After NINE Years of Service. Elective Contribution increases  
If the Employee contributes 7% The Employer contributes 7%

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## **ARTICLE XXIX RETURN TO WORK POLICY**

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It shall be the policy of the City of Virginia to treat each employee consistently when dealing with a "return to work" from illness or injury. This Policy will be subject to all applicable laws pertaining to the Americans with Disabilities Act (ADA). The principle and philosophy of the Policy shall be to allow an employee to return to work from an extended illness or injury, when the employee is capable of providing meaningful work which is readily available and where the City can reasonably accommodate, without putting the employee or City at risk or burdening fellow employees with the accommodation(s).

The first option will be to return the employee to their posted position with or without reasonable accommodation(s) that may be necessitated by a medical/physical restriction of the employee. In the event an employee has medical/physical restrictions upon their return to work, the City retains the right to request a medical examination or occupational assessment, at the expense of the City, to fully determine the extent of the restriction(s) and to assist in determining the appropriate accommodation(s).

The second option will be to allow for a return to work in an alternative assignment, when and where meaningful work is available that the employee can readily perform with limited accommodation(s). Such work assignment(s) cannot infringe on the regular duties of other bargaining unit employees. Again, where the employee has medical/physical restriction(s), the City can request a medical examination or occupational assessment at the expense of the City. Placement in an alternate work assignment shall be for a maximum of fifteen (15) regular shifts wherein an evaluation or reasonable accommodation of the placement shall be reviewed. In the event of disagreement over available work, the Union may present their position to the Personnel Committee of the City for consideration.

The City, in considering a return to work placement with restriction(s) back in to the employee's posted position, or in an alternative work assignment, shall notify the Union Exclusive Representative and/or President of the placement and the Union shall have the opportunity to meet with the City and employee to discuss the return to work placement that involves accommodation(s). This will ensure consistent handling of the procedure and opportunities for all bargaining unit employees.

This policy may not be used or interpreted to contradict language in the IAFF Local 390 Labor Agreement covering employees while on short or long term disability and does not create a "light duty" situation. This policy shall govern over employees returning from worker's compensation injuries, return after a long term disability and extended illness or medical leave of absence.

## **ARTICLE XXX: RETIREMENT**

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This article is for reference only.

Upon retirement, the following provisions shall apply:

ARTICLE IX: VACATIONS - unused vacation will be deposited into the employee's Health Care Savings Account

ARTICLE X: SICK LEAVE- Employees with a minimum of fifteen (15) years of service with the Employer, who retire and are eligible for PERA pension and/or PERA disability benefits, shall upon retirement have one half (1/2) of their sick leave balance deposited into their Health Care Savings Account. Employees who voluntarily quit or are terminated for cause are not entitled to any payment of sick leave.

ARTICLE XVI: HEALTH AND WELFARE

A. The Employer shall take steps to enroll all employees in the Minnesota Public Employees Retirement Association life insurance benefit plan, or its equivalent. Upon retirement, the employee shall have the option of maintaining the benefit by paying for the entire monthly premium.

B. All employees who were hired prior to October 12, 2004, and who qualify for retiree insurance coverage at age 55 with 25 years of service as noted above shall contribute at the same rate as active employees toward the monthly premium.

C. Provided, however that if an employee qualifies for a PERA retirement and elects to retire with twenty (20) or more years of service at age fifty (50) or greater, the employee's contribution toward the insurance premium will be increased five percent (5%) for each year of service before twenty-five (25) and five percent (5%) for each year of age before fifty-five (55), but in no case will be afforded retiree coverage at service less than twenty (20) years or age less than fifty (50) . Based on age at last birth date and last completed year of service at time of retirement.

D. Employees hired on or after the date of October 12, 2004, by the City Council will be responsible for their own insurance coverage upon retirement. They will be required to pay 100% of the premium if they elect to remain on the Employer's plan.

ARTICLE XXVII: HEALTH CARE SAVINGS PLAN - Any employee who completes at least twenty (20) years of continuous service shall upon retirement receive one (1)



day's pay for each year of service. A day is defined as eleven and one-half (11.5) hours for purposes of this section only. This amount will be credited to the employee's Health Care Savings Plan upon retirement.

**ARTICLE XXXI: TERM OF AGREEMENT**

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A. This Agreement shall be for a period of three (3) years from January 1, 2023 through December 31, 2025, and shall be automatic from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement. During any negotiating period, this Agreement shall continue in effect.

B. The City agrees to meet and confer with the Union regarding the establishment of qualifications and other criteria for filling vacancies.

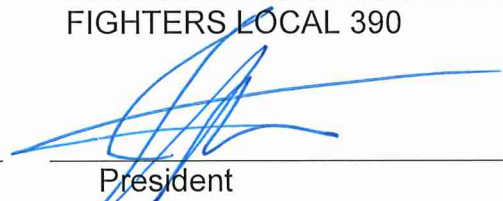
C. This contract, the payroll increases, and any other changes for active employees are retroactive to January 1, 2023.

IN THE WITNESS THEREOF, the undersigned have caused this Agreement to be executed this 21 day of April, 2023.

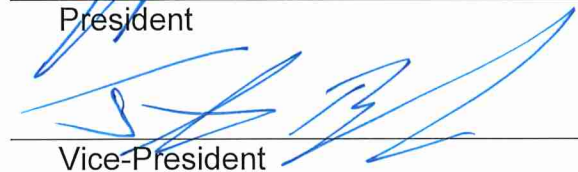
CITY OF VIRGINIA

INTERNATIONAL ASSOCIATION FIRE  
FIGHTERS LOCAL 390

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Vice-President

## DEFINITIONS

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**Base Salary Rate:** For purpose of calculating Deferred Compensation, Health Care Savings Plan and Longevity, Base Salary Rate shall be defined as an employees regular straight-time hourly pay rate for all straight time hours worked exclusive of any other allowances

**Chief:** The Chief of the City of Virginia Fire Department.

**Department:** The City of Virginia Fire Department.

**Dual Role 40 Hour Employee:** Employees who are employed as a Firefighter/Paramedic and work a 40 hour workweek. These employees provide Fire & EMS protection and work in both roles.

**Dual Role 53 Hour Employee:** Employees who are employed as a Firefighter/Paramedic and work a 53 hour workweek. These employees provide Fire & EMS protection and work in both roles.

**Employee:** An Employee of the City of Virginia Fire Department occupying a position in the bargaining unit for which International Association of Fire Fighters is the exclusive representative.

**Employer:** The City of Virginia.

**OIC (Officer in Charge):** Individual in charge of crew of firefighters and their responding apparatus

**Overtime:** Work performed at the express authorization of the Employer in excess of the Employee's regularly scheduled work shift.

**Probation:** A newly hired Employee must serve a probationary period from the date of hire through twelve (12) months of employment.

**Scheduled Work Shift:** A consecutive work period including rest breaks and lunch break.

**Single Role 42 Hour Employee:** Employees who are employed as an EMT or a Paramedic and work a 42 hour workweek. These employees provide and assist with EMS work and are not required to work in a fire protection role.

**Union:** International Association of Fire Fighters Inc.