

**AGREEMENT**

**BETWEEN**

**CITY OF BROOKLYN PARK**

**AND**

**AFSCME COUNCIL 5 REPRESENTING BROOKLYN PARK FIRE  
DEPARTMENT EMPLOYEES LOCAL 2839**

**January 1, 2015 to December 31, 2016**

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**LABOR AGREEMENT BETWEEN  
THE CITY OF BROOKLYN PARK  
AND  
AFSCME COUNCIL 5 LOCAL 2839  
(BROOKLYN PARK FIRE FIGHTERS)**

**ARTICLE 1 - PURPOSE OF AGREEMENT**

This agreement is entered into between the City of Brooklyn Park, hereinafter called the EMPLOYER, and the American Federation of State, County, and Municipal Employees, Council 5 Local 2839, hereinafter referred to as the UNION.

It is the intent and purpose of this AGREEMENT to:

- 1.1 Establish certain hours, wages, and other terms and conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication.

**ARTICLE II - RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all part-time Firefighters employed by the City of Brooklyn Park Fire Department, Brooklyn Park, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding all full time Firefighters; supervisory, confidential, and all other employees.
- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE III - DEFINITIONS**

Base Pay Rate: the EMPLOYEE'S hourly base pay as provided in Appendix A.

Department: City of Brooklyn Park Fire Department.

Department Head: Fire Chief of the Brooklyn Park Fire Department or designated representative.

Employee: A member of the exclusively recognized bargaining unit as defined under Section 2.1, Recognition.

| Employer: The City of Brooklyn Park, Minnesota.

Grievance: a dispute over the interpretation or application of this Agreement.

Overtime: work performed at the express authorization of the EMPLOYER which is defined by state or federal law as overtime.

Probation: All new or rehired employees will serve a one-year probationary period.

Shift: a minimum of a consecutive 4 hour time period up to 24 consecutive hours.

Union: the AFSCME COUNCIL 5 LOCAL 2839

Union Member: a member of AFSCME COUNCIL 5 LOCAL 2839

#### **ARTICLE IV – UNION SECURITY**

In recognition of the UNION as the exclusive representative, the EMPLOYER shall comply with PELRA, as amended, by:

- 4.1 The EMPLOYER shall deduct from the wages of EMPLOYEES, who authorize such deduction in writing, a monthly amount sufficient to provide the payment of dues, or a fair share amount as permitted by PELRA, as established by the UNION. Such monies shall be remitted as directed by the Union.
- 4.2 The UNION may designate UNION MEMBERS to act as stewards and an alternate, and shall strive to inform the EMPLOYER in writing of such choice.
- 4.3 The EMPLOYER shall provide a bulletin board and make sufficient space available for the posting of UNION notices and announcements at each Fire Hall.
- 4.4 The Union shall indemnify and save the EMPLOYER harmless against any and all claims, demands, suits, or other forms of liability which may arise out of an action taken or not taken by the EMPLOYER for the purpose of complying with the provisions of this Article.
- 4.5 Consistent with the public interests and with the permission of the Department Head or their designate, the EMPLOYER agrees that a UNION representative shall, without loss of pay, be allowed during an assigned shift to:
  - A. Investigate and pursue grievances;
  - B. Attend negotiation meetings;

- C. Consult with EMPLOYER representatives;
- D. Meet with local UNION officials or other UNION representatives concerning the enforcement or application of any provision of this AGREEMENT.

**ARTICLE V – EMPLOYER SECURITY**

The UNION agrees that during the life of this AGREEMENT, it will not cause, encourage, participate in or support any strike, slow-down or other interruption of or interference with the normal functions of the EMPLOYER. The EMPLOYER agrees that during the life of this agreement, it shall not lockout or otherwise refuse EMPLOYEES to perform available work.

**ARTICLE VI – GRIEVANCE PROCEDURE**

This grievance procedure is established to resolve any specific dispute between the employees and the EMPLOYER concerning, and limited to, the interpretation or application of the provisions of this AGREEMENT.

A grievance shall be resolved in the following manner: The grievance shall set forth the nature of the grievance, the facts on which it is based, the specific provision(s) of the Agreement allegedly violated, and the relief requested. At any point prior to Step 4 in the grievance procedure, discussions or a meeting can be requested by any party subject to the identified timelines below.

Step 1

Any employee claiming a specific disagreement concerning the interpretation of application of the provisions of this Agreement shall, within 15 calendar days of the first occurrence, submit a written grievance and discuss the complaint orally with the Deputy Fire Chief. The Deputy Fire Chief shall attempt to adjust the complaint at the time.

Step 2

If the complaint is not resolved in Step 1 and the employee wishes to file a grievance, the employee shall, within seven calendar days of the oral discussion with the Deputy Fire Chief, serve a written copy of the grievance to the Fire Chief and the UNION. The Fire Chief shall respond in writing to the employee and the UNION within seven calendar days after receipt of the grievance.

Step 3

If the grievance is not resolved in Step 2 and the UNION wishes to continue the grievance the UNION shall, within seven calendar days after receipt of the Fire Chief's answer, present a written grievance and replies to the City Manager. The City Manager shall give the UNION and the employee a written answer within seven calendar days after receipt of the grievance.

Step 4

If a grievance is not resolved in Step 3 and the UNION wishes to continue the grievance, the UNION may, within seven calendar days after receipt of the City Manager's answer, refer the written grievance to arbitration. The parties shall attempt to agree upon an arbitrator within seven calendar days after receipt of the notice of referral; in the event

the parties are unable to agree upon an arbitrator within seven calendar days, either party may request the State of Minnesota Bureau of Mediation Services to submit a list of arbitrators. Both the EMPLOYER and the UNION shall have the right to alternatively strike names from the list. In the event the parties cannot agree on the party striking the first name, the decision will be decided by a coin flip. The remaining person shall be the arbitrator. The arbitrator shall be notified of her or his selection by a joint letter from the EMPLOYER and the UNION, which requests a time and location, subject to the availability of the EMPLOYER and the UNION representatives.

The arbitrator shall have no right to amend, modify, nullify, ignore, add or subtract from, the provisions of the Agreement. The arbitrator shall be limited to only the specific written grievance submitted by the EMPLOYER and the UNION, and shall have no authority to make decision on any other issue not submitted. The arbitrator's decision shall be submitted in writing within 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon the record and the arbitrator's interpretation of the meaning or application of expressed terms of this Agreement as applied to the facts/evidence of the grievance presented. The arbitrator's fee and expenses shall be divided equally between the EMPLOYER and the UNION. Each party shall be responsible for compensating its own representatives and witnesses.

The EMPLOYER and the UNION mutually agree that the grievance and arbitration procedures contained in this Agreement are the sole and exclusive means of resolving all grievances arising under the Agreement.

An employee presenting a grievance may elect to be represented by a UNION representative at any step in the grievance procedure.

The time limits established by this Article may be extended by mutual written consent of the EMPLOYER, the employee, and the UNION.

If the finding or resolution of a grievance at any step in the procedure is not continued within the prescribed time limits, said grievance shall be considered resolved on the basis of the last answer provided by the EMPLOYER, and there shall be no further appeal or review. Should the EMPLOYER not respond with the prescribed time limits, the grievance will proceed to the next step.

#### **ARTICLE VI I- SAVINGS CLAUSE**

This Agreement is subject to the law. In the event any of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided; such provision(s) shall be voided. All other provisions of this AGREEMENT shall continue in full force and effect. The voided provision may be re-negotiated at the written request of either party.

## ARTICLE VIII – SENIORITY

Seniority shall be determined by the employee's original start date with the department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.

Seniority shall not apply to placement on the salary schedule.

In the case two EMPLOYEES are hired at the same time, one shall be senior. In case two or more are hired at the same time; seniority shall be determined by the EMPLOYEE'S ranking on the eligibility list in the hiring process.

A new EMPLOYEE shall be on a twelve (12) month probationary period.

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until the laid off employee has been provided the opportunity to return to work. Recall rights under this Article shall continue for thirty-six (36) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights. This provision applies only to the job classification from which the employee was laid off.

Seniority will be determinative in making promotions and lay-offs only when all other conditions and qualifications are relatively equal.

## ARTICLE XIX – DISCIPLINE

The EMPLOYER will discipline EMPLOYEES for just cause only. Discipline will generally be administered in a progressive manner but the EMPLOYER retains the right to bypass progressive discipline steps in response to serious misconduct. Discipline shall only include:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Demotion
- E. Discharge

Discharges shall be preceded by a five (5) day suspension without pay.

An EMPLOYEE shall be given the opportunity to have UNION representation present when being questioned concerning an investigation likely to lead to disciplinary action, provided that it does not delay the investigation.

During the probationary period, an employee may be disciplined or discharged at the sole discretion of the EMPLOYER.

Employee access to personnel files is governed by Minnesota Statute 181.961. Upon written request by an employee, Human Resources shall provide the employee with an opportunity to review their personnel record no later than seven (7) working days after receipt of the request. The personnel record will be available for review by the employee during normal business hours and in the presence of a HR representative. A copy of the personnel record shall be provided to the employee upon request and at no cost to the employee.

Access to personnel records shall be limited to once every six months, upon separation from employment, and once per year after separation for as long as the personnel record is maintained.

## **ARTICLE X – WORK SCHEDULES**

The EMPLOYER will create a standby list that is used to determine the availability of unit EMPLOYEES for work assignments

Unit EMPLOYEES may bid their standby schedule on a monthly basis. Bidding for these shifts will take place on the first (1<sup>st</sup>) through the fifth (5<sup>th</sup>) day of the month prior. There will be two (2) rounds of bidding, both which will take place on the FireManager software.

1. In the first round, unit EMPLOYEES may bid up to seventy-two (72) hours of preferred standby time and up to one hundred seventy-five (175) hours of available standby time within the upcoming month. An EMPLOYEE may bid for no more than thirty-six (36) consecutive hours, with at least six (6) hours off between shifts. The Deputy Chief or designee, for the first round of bids, shall select assignments based on officer rank for one of the positions and then by seniority.
2. All remaining open standby time will be available to EMPLOYEES on a first-come, first-served basis.

If a shift becomes open after the bidding period has closed and more than twenty-four (24) hours prior to the beginning of the shift in question, the EMPLOYER shall offer the shift in order of seniority from the standby list. If an EMPLOYEE is offered and accepts such shift, the EMPLOYEE shall be moved to the bottom of the standby list for the next open shift that becomes available. The EMPLOYER shall continue through the standby list until the shift is filled. An EMPLOYEE who declines to work an offered shift shall be moved to the bottom of the standby list.

If a shift becomes available less than twenty-four (24) hours prior to the start of the shift, it shall be offered to EMPLOYEES who are scheduled to be on standby status during the available shift in order of seniority.

Shifts may be given away up to seven (7) days before schedule time. Otherwise, it is the EMPLOYEE'S responsibility to find coverage or work the assigned shift.



Unit EMPLOYEES may put their shifts up for trade at any time up to the start of the shift. The EMPLOYEE will be held responsible for that shift if no one accepts the offered trade.

Probationary EMPLOYEES and Reserves must meet the requirements set forth by the Training Division and obtain the approval of their Station Captain prior to bidding for standby positions.

EMPLOYEES on leave will be able to bid for future standby positions with prior approval of the Deputy Chief.

#### **ARTICLE XI – OVERTIME**

Employees will receive compensation at overtime rate of one and one-half times their base rate of pay as prescribed by the Fair Labor Standards Act.

#### **ARTICLE XII – CALL BACK TIME**

An employee who is called to duty during the employee's off-duty time shall receive a minimum of two (2) hours pay at the employee's base rate of pay.

An employee who is called to duty on a holiday during the employee's off-duty time shall receive a minimum of three (3) hours pay at the employee's base rate of pay.

#### **ARTICLE XIII – WORKING OUT OF CLASSIFICATION**

An EMPLOYEE assigned by the EMPLOYER to assume substantially all of the responsibilities of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment. This Article shall apply when the assignment is for more than one (1) hour in duration.

#### **ARTICLE XIV – UNIFORMS**

The EMPLOYER will furnish to each new employee a standard set of uniforms, including turn-out gear.

Uniform items will be required to be replaced after they are no longer fit to wear as determined by the Fire Chief, Deputy Chief or Battalion Chief(s) at the City's expense not to exceed \$300 per year.

Upon retirement from service, either because of disability or in good standing, the employee's badge shall be presented to the UNION for presentation to the employee in the form of a plaque.

The EMPLOYER will provide all necessary uniforms and equipment at no cost to the EMPLOYEE at the time of hire.

## **ARTICLE XV– BENEFITS**

The parties acknowledge that, at the time of the execution of this agreement, the EMPLOYER had a policy of providing the following benefits only to those employees who regularly work more than 20 hours per week and that unit EMPLOYEES do not qualify for such benefits at this point in time:

- Health insurance
- Light Duty
- Bereavement Leave
- Severance Pay
- Injury on Duty Pay
- Sick Leave
- Jury Duty

The parties agree that in the event that the EMPLOYER extends any of the listed benefits to other employees who regularly work fewer than 20 hours per week, the EMPLOYER also will extend such benefit(s) to unit EMPLOYEES under the same circumstances and to the same extent. In addition, the EMPLOYER shall extend benefit coverage per EMPLOYER policy to any unit EMPLOYEE who, in the future, regularly work 20 or more hours per week.

## **ARTICLE XVI– HOLIDAY PAY**

Holidays are: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve and Christmas Day.

EMPLOYEES assigned to fire suppression shall receive holiday pay for the shifts they are scheduled to work that fall on a recognized holiday. Given the nature of 24 hour operations, the holiday shall be considered the entire 24 hour period of the specific holiday.

Any fire suppression EMPLOYEE who works a shift or portion of a shift on any of the recognized holidays, shall receive additional half-time pay for each hour worked.

## **ARTICLE XVII– CERTIFICATION**

The EMPLOYER will pay for all costs associated with an EMPLOYEE obtaining or maintaining certificates or other like items necessary for employment to the extent that such training or certification is required by the EMPLOYER and provided only by an external vendor.

**ARTICLE XIII – DURATION**

This Agreement shall be effective as of January 1, 2015 and shall remain in full force and effect until December 31, 2016 and thereafter as provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

FOR THE CITY  
OF BROOKLYN PARK

FOR AFSCME COUNCIL 5  
REPRESENTING BROOKLYN PARK  
FIRE DEPARTMENT EMPLOYEES  
LOCAL 2839

\_\_\_\_\_  
Jeffrey Lunde, Mayor

\_\_\_\_\_  
Bart Anderson, AFSCME Council 5

\_\_\_\_\_  
Michael D. Sable, Interim City Manager

\_\_\_\_\_  
Greg Jasicki, President for Local 2839

**APPENDIX A – WAGES**

<b>STEP</b>	<b>WAGE</b>
Start	\$17.05
1-3 years	\$18.65
3-5 years	\$20.25
5-7 years	\$21.85
8+ years	\$23.45

Wage schedule will be adjusted upwards by 2.5% for 2016.

In addition to their hourly rate, Lieutenants shall receive a \$300 monthly stipend and Captains shall receive a \$500 monthly stipend.