City Council Conference Meeting

January 27, 2025
5:00 PM
Fridley City Hall, 7071 University Avenue N.E.

Agenda

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1. Environmental Quality and Energy Commission Candidate Interviews

2. Central Avenue (Hwy 65) Improvements Project Presentation

3. Resolution No. 2025-13, Approving and Authorizing Signing an Agreement with Fire Officers (IAFF Local #1986) for the City of Fridley Public Safety Department for the Years 2025 and 2026

Accessibility Notice:

- If you need free interpretation or translation assistance, please contact City staff.
- Si necesita ayuda de interpretación o traducción gratis, comuníquese con el personal de la ciudad.
- Yog tias koj xav tau kev pab txhais lus los sis txhais ntaub ntawv dawb, ces thov tiv tauj rau Lub Nroog cov neeg ua hauj lwm.
- Haddii aad u baahan tahay tarjumaad bilaash ah ama kaalmo tarjumaad, fadlan la xiriir shaqaalaha Magaalada.

Upon request, accommodation will be provided to allow individuals with disabilities to participate in any City of Fridley services, programs or activities. Hearing impaired persons who need an interpreter or other persons who require auxiliary aids should contact CityClerk@FridleyMN.gov or (763) 572-3450.

AGENDA REPORT

Meeting Date: January 27, 2025 **Meeting Type:** City Council Conference Meeting

Submitted By: Beth Kondrick, Deputy City Clerk

Title

Environmental Quality and Energy Commission Candidate Interviews

Background

Pursuant to the Commissions chapter of the City Code the Fridley City Council (Council) appoints members to most of the City's advisory commissions including the Environmental Quality and Energy Commission (EQEC). For review, these are the commissioners currently serving on the EQEC:

Environmental Quality and Energy Commission

Name	Title	Ward	Term ends
Aaron Klemz	Chair	2	12/31/2025
Justin Foell	Commissioner	1	12/31/2025
Heidi Ferris	Commissioner	3	12/31/2026
Mark Hansen	Commissioner	3	12/31/2027
Sam Stoxen	Commissioner	1	12/31/2025
Avonna Starck	Commissioner	1	12/31/2026
Tim Kirk	Commissioner	1	12/31/2025
Melissa Luna	Commissioner	1	12/31/2027

In December 2024, the EQEC reported a vacancy. In response the City advertised an opening on the Commission. The applications the City received are attached. Some of the applicant data is considered private data on individuals and has been redacted pursuant to Minnesota Statute § 13.601 subd. 3. Each candidate was invited to attend this evening's meeting to be interviewed by the Council. If the Council determines who they would like to appoint, staff will prepare a resolution to do so at the February 10 Council meeting.

The order of interviews for this evening are as follows:
5:00 – Leahkim Gannett
5:12 – Kyle Krenz
5:24 – Dustin Norman

Recommendation

Staff recommend the Council interview the four applicants and decide who will be appointed to the Commission.

Attachments and Other Resources

- Leahkim Gannett application (Ward 1)
- Kyle Krenz application (Ward 3)
- Dustin Norman application (Ward 1)

From: Jotform
To: City Clerk
Subject: Re: City Commission Interest Form - Leahkim Gannett
Date: Tuesday, November 19, 2024 11:33:15 PM

City Commission Interest Form

Name	Leahkim Gannett
Email	[redacted]
Address	[redacted]
Phone Number	[redacted]
Number of Years/Months as a Resident of Fridley	3 years, 5 months
Employer	Minnesota Public Utilities Commission
Employer Phone Number	[redacted]
Employer Address	[redacted]
Charter Commission	6 / 6
Housing & Redevelopment Authority (HRA)	5 / 6
Planning Commission	3 / 6
Environmental Quality & Energy Commission	1 / 6
Parks & Recreation Commission	4 / 6
Public Arts Commission	2 / 6
Prior experience on City commissions or other volunteer boards:	Served as a board member of the Theatre Library Association, and served as a member, vice chair, and chair of the Librarians Association of the University of California - Santa Barbara chapter.
Prior related work experience:	I am currently working as a Regulatory Specialist for the Minnesota Public Utilities Commission (MN PUC), focusing on

	library-adjacent information management projects. Prior to this, I spent over ten years as a research librarian in public universities, and then I worked as library analyst for a private environmental engineering firm before returning to public service with MN PUC.
Civic, professional and community activities:	Volunteer in the Reading Bridge Mentor program for Anoka County Libraries (Mississippi Branch) since 2023. Parent volunteer at Anoka Middle School for the Arts since 2023.
Why do you want to be on a Fridley commission?	I am looking for ways to become more involved in my local community and participate actively in civic engagement. I believe my professional background as a research librarian, and my work experience in environmental remediation and energy planning sectors will be assets to the Environmental Quality and Energy Commission.
What strengths, skills and abilities do you believe you will add to the commission?	I have a strong background in project management and have served on multiple professional committees in member and in leadership roles. I am passionate about public service and working for the collective good of my community.
Do you have other commitments that may impact your ability to attend commission meetings (e.g., travel for work, etc.)?	No
Additional comments	Thank you for considering my application!
Did a current City Council member, advisory commissioner or member of staff recommend/refer you apply for a City commission?	No
Reference 1 - Email	Barb.Woodside@anokacountymn.gov
Reference 1 - Name	Barbara Woodside
Please acknowledge if you have read the application notice.	Yes, I have read and understand the notice.

You can edit this submission and view all your submissions easily.

From:
To:
Subject: FW: City Commission Interest Form - Kyle Krenz
Date: Wednesday, January 22, 2025 2:03:34 PM

City of Fridley
Friendly, Responsive & Driven

From: Jotform <noreply@jotform.com>
Sent: Thursday, November 21, 2024 6:42 AM
To: City Clerk <cityclerk@fridleymn.gov>
Subject: Re: City Commission Interest Form - Kyle Krenz

City Commission Interest Form

Name	Kyle Krenz
Email	[redacted]
Address	[redacted]
Phone Number	[redacted]
Number of Years/Months as a Resident of Fridley	4
Employer	Goodin Company
Employer Phone Number	[redacted]
Employer Address	[redacted]
Employer Email	[redacted]
Environmental Quality &	1 / 6

Energy Commission

Prior experience on City commissions or other volunteer boards:	I am the secretary for DFL SD39. Have not been on any city commissions as of yet.
Prior related work experience:	I dont have any direct job experience with environment or energy. But with my job experience with information technology i feel that the areas do overlap in their applied sciences and understandings.
Civic, professional and community activities:	As stated before, I am the secretary for DFL SD39.
Why do you want to be on a Fridley commission?	I want to help my community by joining the Energy and Environment commission so my knowledge and experience can help others in my community do the same. We utilized the solar grant program offered by the city of Fridley with Center for Energy and Environment loan program. Also by adopting an EV i know the pitfalls of owning an EV and might be able to help with that experience. Maybe improve the experience for Fridley residents.
What strengths, skills and abilities do you believe you will add to the commission?	Being an IT professional i feel my analytical skills and broad understandings of applied sciences would help the commission make sound decisions that will help the residents of Fridley.
Do you have other commitments that may impact your ability to attend commission meetings (e.g., travel for work, etc.)?	Yes
If yes, how often?	No frequent, maybe once a month or less.
Additional comments	I do volunteer for my local Senate District which holds meetings on the second Thursday of each month.
Did a current City Council member, advisory commissioner or member of staff recommend/refer you apply for a City commission?	Yes
If so, who?	Dave Ostwald
Member email	Dave.Ostwald@FridleyMN.gov
Reference 1 - Email	mkmkunesh@gmail.com
Reference 1 - Name	Mary Kunesh
Please acknowledge if	Yes, I have read and understand the notice.

you have read the
application notice.

You can edit this submission and view all your submissions easily.

From:
To:
Subject:
Date:

City of Fridley
Friendly, Responsive & Driven

From: Jotform <noreply@jotform.com>
Sent: Wednesday, November 20, 2024 9:57 PM
To: City Clerk <cityclerk@fridleymn.gov>
Subject: Re: City Commission Interest Form - Dustin Norman

City Commission Interest Form

Name	Dustin Norman
Email	[redacted]
Address	[redacted]
Phone Number	[redacted]
Number of Years/Months as a Resident of Fridley	4 years
Employer	Deloitte
Employer Phone Number	[redacted]
Employer Address	[redacted]
Employer Email	[redacted]
Environmental Quality &	1 / 6

Energy Commission

Prior experience on City commissions or other volunteer boards:	Currently on the Fridley Police Advisory Board.
Prior related work experience:	In my day job I am a government consultant so I've responded to RFPs, reviewed proposals, reviewed policy and supported implementation of government programs. All relevant experience to the process of how government works.
Civic, professional and community activities:	Many years ago, I did do student Government for the university of Minnesota and worked to represent students, lobby and sit on committees. Now volunteering on the Police Advisory Board. My current work is government consulting specifically in grant management administration for state governments. I've done it across multiple states and municipalities.
Why do you want to be on a Fridley commission?	It's a nice way to contribute to the community.
What strengths, skills and abilities do you believe you will add to the commission?	My professional and personal experiences give a unique perspective which I think can be very positive for the commission.
Do you have other commitments that may impact your ability to attend commission meetings (e.g., travel for work, etc.)?	Yes
If yes, how often?	It's rare. I've traveled 3x in 3 years.
Did a current City Council member, advisory commissioner or member of staff recommend/refer you apply for a City commission?	Yes
If so, who?	Ann Bolkom
Member email	Ann.Bolkcom@FridleyMN.gov
Please acknowledge if you have read the application notice.	Yes, I have read and understand the notice.

You can edit this submission and view all your submissions easily.

AGENDA REPORT

Meeting Date: January 27, 2025 **Meeting Type:** City Council Conference Meeting

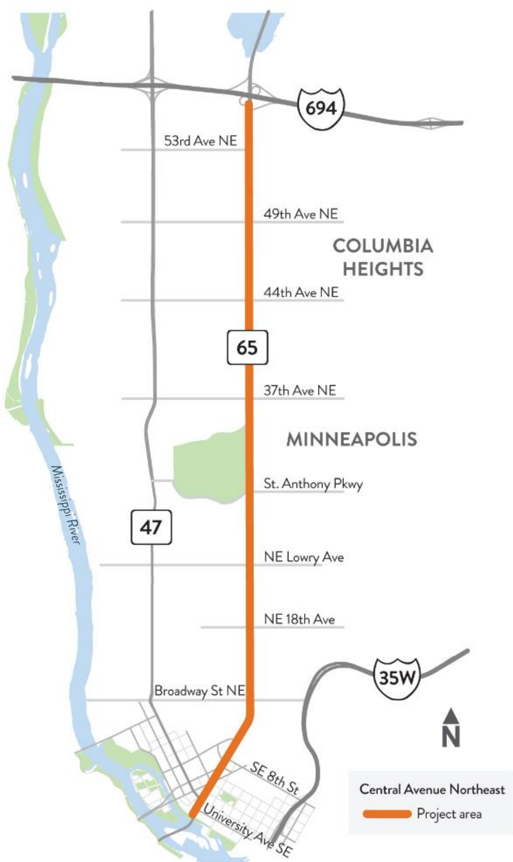
Submitted By: Jim Kosluchar, Director of Public Works
Brandon Brodhag, Assistant City Engineer

Title

Central Avenue (Hwy 65) Improvements Project Presentation

Background

Subsequent to MnDOT's Planning and Environmental Linkages (PEL) study of Trunk Highways 47 and 65 in Fridley, Columbia Heights, and Minneapolis, there has been collaboration with local agencies and the public to create a new design for Central Avenue (Trunk Highway 65) between University Avenue S.E. and I-694. As a part of this project, MnDOT has been working closely with Metro Transit on the integration of the Metro Transit F Line. Metro Transit's F Line Corridor Plan identified the route and station locations for the future F Line.



A summary of work for the project on Central Avenue includes:

- Reconstruction of Central Avenue N.E. that will incorporate Metro Transit's proposed F Line bus rapid transit (BRT) route
- Improve safety for people walking, rolling, biking, riding transit, and driving
- Improve accessibility for people walking, rolling, biking, riding transit, and driving
- Advance local, regional, and state goals for complete streets, modal priority, transportation equity, and climate action
- Upgrade transit facilities to provide faster, more reliable, and more attractive transit service that is easier to use
- Provide other improvements to the roadway and public space, based on their unique area

Construction is scheduled for 2028, and MnDOT has been holding open houses as part of its public engagement efforts. An upcoming open house will be held on Tuesday, Feb. 4 from 5 – 7 p.m. at the Columbia Heights Library.

Vision Statement

We believe Fridley will be a safe, vibrant, friendly and stable home for families and businesses.

MnDOT would like to have its design and public engagement team present the latest plans to the City Council for their comment and discussion.

Attachments and Other Resources

- None

AGENDA REPORT

Meeting Date: January 27, 2025 **Meeting Type:** City Council Conference Meeting

Submitted By: Rebecca Hellegers, Director of Employee Resources

Title

Resolution No. 2025-13, Approving and Authorizing Signing an Agreement with Fire Officers (IAFF Local #1986) for the City of Fridley Public Safety Department for the Years 2025 and 2026

Background

A two-year tentative agreement has been reached between the City of Fridley (City) and the Fire Union Officers (IAFF Local #1986) for the contract years 2025 and 2026.

The City and Fire Union representation entered into negotiations in late Fall and the parties reached what we believe is a positive and fair settlement. As with other Public Safety positions, the labor market for Fire personnel has noted increased pressure in settlements to attract and retain skilled professionals to serve in the various firefighting roles in the organization. Additionally, changes to the current service model structure, to include 56-hour career firefighters, during the previous contract cycle required adjustments to create improved alignment with the market with similar fire service models.

The Fire Officers tentative agreement is summarized below.

Summary of Changes

1. **Duration**: Two contract years (2025-2026).
2. **Insurance**: Employees in this bargaining unit will receive the same insurance benefit package as all other city employees, which includes the health, dental, life, and disability insurance and alternatives (cash option or benefit leave). Having the same benefit package for all city employees has been a long-standing pattern and valued practice at the City and remains an important strategy in maintaining fairness between all groups.
3. **Holiday**: The State of Minnesota established Juneteenth as an official holiday, so both parties agreed to increase the number of holidays from 12 to 13, accounting for the 13th holiday.
4. **Wages**: Both parties agreed to a market adjustment for the Firefighter position, which serves as the base role for determining wages for Fire Inspector and Battalion Chief. In addition to the market adjustment, both parties also agreed to add a step four to the defined wage grid, which better aligns with other wage grids in comparison to similar fire service models and addresses the need for a market correction for the top wage for longer serving fire fighters. In addition to the market adjustment, both parties agree to a general increase of 3% for 2025 and a general increase of 4% for 2026. Movement across the four steps in the defined wage grid will occur on an annual basis.

5. **Uniform Allowance**: Both parties agree to increase the uniform allowance from $560 to $600 annually, to account for rising costs associated with uniforms.

Financial Impact

The financial impact for the market wage adjustment related to the Fire Officers is approximately $22,547 and will be funded using Public Safety Aid. The 3% general increase for 2025 has been accounted for in the approved budget. In 2026, amounts will be adjusted according to the provisions of the contract. The additional $240 in uniform allowance will be offset by budgetary savings in other areas.

Recommendation

Staff recommend the approval of Resolution No. 2025-13, Approving and Authorizing signing an agreement with Fire Officers (IAFF Local #1986) for the City of Fridley Public Safety Department.

Focus on Fridley Strategic Alignment

____	Vibrant Neighborhoods & Places	____	Community Identity & Relationship Building
____	Financial Stability & Commercial Prosperity	X	Public Safety & Environmental Stewardship
X	Organizational Excellence		

Attachments and Other Resources

- Resolution No. 2025-13
- Agreement with Fire Officers (IAFF Local #1986) for the City of Fridley Public Safety Department.

Resolution No. 2025-13

Approving and Authorizing Signing an Agreement with Fire Officers (IAFF Local #1986) for the City of Fridley Public Safety Department for the Years 2025 and 2026

Whereas, bargaining representatives of the Fire Officers, Local #1986, of the City of Fridley (Union), has presented to the City of Fridley (City) various requests relating to the wages and working conditions of Fire Officers of the Public Safety Department of the City; and

Whereas, the City presented various requests to the Union and to the employees relating to wages and working conditions of Fire Officers of the Public Safety Department of the City; and

Whereas, representatives of the Union and the City have met and negotiated in good faith regarding the requests of the Union and the City; and

Whereas, representatives of the Union and the City were able to reach an agreement to settle the 2025 and 2026 contract; and

Whereas, the 2025 and 2026 contract is the result of that collective bargaining process.

Now, therefore be it resolved, that the City Council of the City of Fridley hereby approves said agreements and the Mayor and the City Manager are hereby authorized to execute the Agreements relating to wages and working conditions of Fire Officers of the City of Fridley.

Passed and adopted by the City Council of the City of Fridley this 27th day of January, 2025.

____
Dave Ostwald – Mayor

Attest:

____
Melissa Moore – City Clerk

"EXHIBIT A"

LABOR AGREEMENT

BETWEEN THE

CITY OF FRIDLEY

AND THE

INTERNATIONAL ASSOCIATION OF

FIREFIGHTERS LOCAL NO. 1986

2025 & 2026

FIREFIGHTERS IAFF LOCAL NO 1986 CONTRACT FOR 2025 and 2026 TABLE OF CONTENTS

LABOR AGREEMENT

BETWEEN

CITY OF FRIDLEY

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1986

ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the CITY OF FRIDLEY, hereinafter called the EMPLOYER, and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1986, hereinafter called the UNION.

It is the intent and purpose of the AGREEMENT to:

1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and

1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT; and

1.3 Establish hours, wages, and other conditions of employment.

ARTICLE 2. RECOGNITION

2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subdivision 8, for all personnel in the following job classifications:

Firefighter
Firefighter/Inspector
Firefighter/Community Health Worker
Battalion Chief

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 3. DEFINITIONS

3.1 Union

The International Association of Firefighters Local No. 1986.

3.2 Union Member

A member of the International Association of Firefighters Local No. 1986.

3.3 Employee

A member of the exclusively recognized bargaining unit.

3.4 Department

The City of Fridley Fire Department

3.5 Employer

The City of Fridley.

3.6 Deputy Public Safety Director – Fire Division

The Deputy Public Safety Director – Fire Division for the City of Fridley.

3.7 Union Officer

Officer elected or appointed by the International Association of Firefighters Local No. 1986.

3.8 Overtime

Work performed at the express authorization of the EMPLOYER in excess of the number of hours in a work period specified by the Federal Fair Labor Standards Act.

3.9 Scheduled Shift

A consecutive work period including two rest breaks and one or more meal breaks.

3.10 Rest Breaks

Two twenty (20) minute periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.11 Meal Break

A one (1) hour period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.

3.12 Strike

Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges of obligations of employment.

3.13 Base Rate of Pay

The Employee's hourly rate of pay exclusive of longevity or any other special allowance.

3.14 Compensatory Time

Time off during the employee's regularly scheduled work scheduled equal in time to 1.5 times overtime worked.

3.15 Severance Pay

Payment made to an employee upon honorable separation of employment.

3.16 Salary

A fixed payment at regular intervals for services as set forth and agreed to in this contract.

3.17 Compensation

Salary reduced by those amounts as required by law and/or authorized by the employee.

3.18 Agreement

Labor agreement between the City of Fridley and International Association of Firefighters Local No. 1986

3.20 City Manager

The City Manager for the City of Fridley

3.21 Call Back

An event where an Employee not working a regularly scheduled shift is called back to work.

3.22 Director of Public Safety

The Director of Public Safety for the City of Fridley

ARTICLE 4. EMPLOYER SECURITY

4.1 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 interferences with the normal functions of the EMPLOYER.

ARTICLE 5. EMPLOYER AUTHORITY

5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this AGREEMENT.

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

ARTICLE 6. UNION SECURITY

6.1 The EMPLOYER shall deduct from the wages of EMPLOYEES who authorize such a deduction in writing an amount necessary to cover monthly UNION dues. Such monies shall be remitted as directed by the UNION.

6.2 The UNION may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the EMPLOYER in writing of such choice and changes in the position of steward and/or alternate.

6.3 The EMPLOYER shall make space available on the EMPLOYEE bulletin board for posting UNION notice(s) and announcement(s).

6.4 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.

ARTICLE 7. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

7.1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

7.2 Union Representatives

The EMPLOYER will recognize REPRESENTATIVES designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION REPRESENTATIVES and of their successors when so designated as provided by Section 6.2 of the AGREEMENT.

7.3 Processing of a Grievance

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

7.4 Procedure

Step 1.

An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the DEPUTY DIRECTOR OF PUBLIC SAFETY – FIRE DIVISION or other EMPLOYER designated representative. The DEPUTY DIRECTOR OF PUBLIC SAFETY – FIRE DIVISION or other EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the DEPUTY DIRECTOR OF PUBLIC SAFETY – FIRE DIVISION or other EMPLOYER-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2.

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

Step 3.

If appealed, the written grievance shall be presented by the UNION and discussed with the CITY MANAGER or other EMPLOYER-designated Step 3 representative. The CITY MANAGER or other EMPLOYER-designated Step 3 representative shall give the UNION the EMPLOYER'S answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the CITY MANAGER or other EMPLOYER-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Step 4.

A grievance unresolved in Step 3 and appealed to Step 4 by the UNION shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the "Rules Governing and the Arbitration of Grievances" as established by the Bureau of Mediation Services.

7.5 Arbitrator's Authority

a. The arbitrator shall have no right to amend, modify, nullify, ignore, and to, or subtract from the terms and conditions of the AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted.

b. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

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

7.6 Waiver

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

7.7 Choice of Remedy

If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The aggrieved EMPLOYEE shall indicate in writing which procedure is to be utilized (Step 4 of Article VII or another appeal procedure) and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved EMPLOYEE from making a subsequent appeal through Step 4 of Article VII.

ARTICLE 8. SAVINGS CLAUSE

8.1 The AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of Fridley. In the event any provision 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 provisions shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9. SENORITY

9.1 Seniority shall be determined by the EMPLOYEE'S length of continuous employment with the Fire Division and posted in an appropriate location. Seniority rosters may be maintained by the DEPUTY DIRECTOR OF PUBLIC SAFETY – FIRE DIVISION on the basis of time in grade and time within specific classifications.

9.2 During the probationary period, a newly hired or rehired EMPLOYEE may be discharged at the sole discretion of the EMPLOYER. During the probationary period a promoted or reassigned EMPLOYEE may be replaced in the EMPLOYEE'S previous position at the sole discretion of the EMPLOYER.

9.3 A reduction of work force will be accomplished on the basis of seniority. EMPLOYEES shall be recalled from layoff on the basis of seniority. An EMPLOYEE on layoff shall have an opportunity to return to work within two years of the time of that layoff before any new EMPLOYEE is hired.

9.4 One continuous scheduled annual leave period (not to exceed two weeks) shall be selected on the basis of seniority until March 1st of each calendar year. After March 1st, scheduled annual leave shall be on a first-come, first-served basis.

9.5 EMPLOYEES will be given preference with regard to transfer, job classification and assignments when the job –relevant qualifications of EMPLOYEES are equal based on seniority.

9.6 Employees shall lose their seniority for the following reasons:

a. Discharge, if not reversed;

b. Resignation;

c. Unexcused failure to return to work after expiration of a vacation or formal leave of absence. Events beyond the control of the EMPLOYEE, which prevent the EMPLOYEE from returning to work will not cause loss of seniority;

d. Retirement.

ARTICLE 10. DISCIPLINE

10.1 The EMPLOYER will discipline EMPLOYEES for just cause and disciplinary action may be in one or more of the following forms:

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

10.2 Suspensions, demotions and discharges will be in written form.

10.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an EMPLOYEE'S personnel file shall be read and acknowledged by signature of the EMPLOYEE. EMPLOYEES will receive a copy of such reprimands and/or notices.

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

ARTICLE 11. WORK SCHEDULES

11.1 The normal work schedule for EMPLOYEES recognized as Firefighter in Article 2 shall consist of a fifty-six (56)-hour work week and includes hours worked on assigned shifts, holidays, and authorized leave time.

11.2 The normal work schedule for EMPLOYEES recognized as Firefighter/Inspector, Firefighter/Community Health Worker and Battalion Chief in Article 2 shall consist of an average of forty (40) hours in a work week and includes hours worked on assigned shifts, holidays and authorized leave time.

11.3 The DEPUTY DIRECTOR OF PUBLIC SAFETY – FIRE DIVISION or EMPLOYER-designated representative is responsible for scheduling and assigning the weekly work schedule.

11.4 The authority to schedule rests with the EMPLOYER.

11.5 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign EMPLOYEES.

11.6 It is recognized by the parties that service to the public may require the establishment of regular shifts for some EMPLOYEES on a daily, weekly, seasonal, or annual basis, other than the regularly scheduled hours. The EMPLOYER will give advance notice to the EMPLOYEES affected by the establishment of workdays different than the normal EMPLOYEE'S workday.

11.7 It is also recognized by the parties that service to the public may require the establishment of regular workweeks that schedule work on Saturdays and/or Sundays. EMPLOYEES who are regularly scheduled to be on duty Saturday and/or Sunday will be granted two consecutive days off in lieu of Saturday and/or Sunday.

11.8 An EMPLOYEE temporarily assigned from a 56-hour work week to a forty (40) hour work week schedule (for the duration of up to one (1) three (3)-week shift cycle) shall be paid at the same bi-weekly rate and shall accrue annual leave at the same bi-weekly rate, just as if they were working a 56-hour work week.

ARTICLE 12. ANNUAL LEAVE

12.1 Each EMPLOYEE shall be entitled to annual leave away from employment with pay. Annual leave pay shall be computed at the regular rate of pay to which such an employee is entitled. Each EMPLOYEE who works a normal 56-hour work week schedule shall accumulate and use annual leave based on eleven and two-tenths (11.2) hour days.

12.2 Beginning 1/1/2008, each EMPLOYEE who works a normal 40-hour work week schedule shall accumulate and use annual leave based on an eight (8) hour day.

12.3 A beginning EMPLOYEE shall accrue annual leave at the rate of eighteen (18) days per year for the first seven (7) years (84 successive months).

An EMPLOYEE who has worked seven (7) years (84 successive months) shall accrue annual leave at the rate of twenty-four (24) days per year, beginning with the eighty-fifth (85^{th}) month of successive employment. An EMPLOYEE who has worked fifteen (15) years (180 consecutive months) shall accrue annual leave at the rate of twenty-six (26) days per year, beginning with the one hundred eighty-first (181^{st}) month of consecutive employment. An EMPLOYEE who has worked 20 years (240 consecutive months) shall accrue annual leave at the rate of twenty-eight (28) days per year, beginning with the two-hundred forty first (241st) month of consecutive employment.

Annual Leave Accrual Chart	
Years (Successive Months)	**Accrual Level (Days)**
1-7 (1-84)	18 days
8-15 (85-180)	24 days
15-20 (181-240)	26 days
21+ (241+)	28 days

12.4 The maximum total accumulation of annual leave at the end of any given year shall be forty (40) eight (8) hour days or 320 hours, based on a 40-hour work week, OR forty (40) eleven and two tenths (11.2) hour days or 448 hours, based on a 56-hour work week. The maximum total accumulation will be determined based on the pre-determined work schedule.

12.5 Upon separation from employment with the City of Fridley, an EMPLOYEE will be paid one (1) day's salary for each day of accrued annual leave remaining in the EMPLOYEE'S balance, based on an eight (8) hour day.

ARTICLE 13. SHORT TERM DISABILITY

13.1 Upon the effective date of the short-term disability plan, the EMPLOYER will provide short-term disability insurance coverage for EMPLOYEES who are ill or injured off-the-job and who are determined to be disabled (under the insurer's definition of disability).

13.2 The EMPLOYER will pay the premium (taxable) for short-term disability coverage.

13.3 During the short-term disability period, the EMPLOYER will continue to contribute toward the EMPLOYER'S portion of the standard benefit package (such as health, dental, and life insurance, cash option, etc.) as long as the EMPLOYEE is actively employed or until the disabled EMPLOYEE returns to work.

13.4 The short-term disability coverage will begin following the insurer's definition of waiting period and shall not exceed 90 calendar days for any single illness or injury, regardless of the number and spacing of episodes.

13.5 The annual leave balance of an EMPLOYEE receiving short-term disability benefit shall not be reduced nor shall such EMPLOYEE accrue annual leave during that period.

13.6 Before any short-term disability payments are made or authorized, the EMPLOYER or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact, due to the illness or injury and not otherwise.

The EMPLOYER also reserves the right to have an examination made at any time of any EMPLOYEE claiming payment under the short-term disability benefit. Such examination may be made on behalf of the EMPLOYER by any competent person designated by the EMPLOYER when the EMPLOYER deems the same to be reasonably necessary to verify the illness or injury claimed.

ARTICLE 14. LONG TERM DISABILITY

14.1 Upon the effective date of the long-term disability plan, the EMPLOYER will provide long-term disability insurance coverage for EMPLOYEES who are ill or injured off-the-job and who are determined to be disabled (under the insurer's definition of disability).

14.2 The EMPLOYER will pay the premium (taxable) for long-term disability coverage.

14.3 During the long-term disability period, the EMPLOYER will continue to contribute toward the EMPLOYER'S portion of the standard benefit package (such as health, dental, and life insurance, cash option, etc.) as long as the EMPLOYEE is actively employed or until the disabled EMPLOYEE returns to work.

14.4 The long-term disability coverage will begin following the insurer's definition of waiting period (currently 90 calendars days) and shall continue until the coverage terminates as determined under the terms of the insured product.

14.5 The annual leave balance of an EMPLOYEE receiving long-term disability benefit shall not be reduced nor shall such EMPLOYEE accrue annual leave during that period.

14.6 Before any long-term disability payments are made or authorized, the EMPLOYER or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact due to the illness or injury and not otherwise.

The EMPLOYER also reserves the right to have an examination made at any time of any EMPLOYEE claiming payment under the long-term disability benefit. Such examination may be made on behalf of the EMPLOYER by any competent person designated by the EMPLOYER when the EMPLOYER deems the same to be reasonably necessary to verify the illness or injury claimed.

ARTICLE 15. INJURY ON DUTY (IOD) BENEFIT

15.1 EMPLOYEES injured during the performance of their duties for the EMPLOYER and are thereby rendered unable to work for the EMPLOYER will be compensated for the difference between the EMPLOYEE'S regular take-home pay and any Workers' Compensation insurance payments from the time of injury for a period not to exceed ninety (90) working days per injury.

15.2 The annual leave balance of an EMPLOYEE receiving the injury on duty benefit shall not be reduced nor shall such EMPLOYEE accrue annual leave during that period.

15.3 While an EMPLOYEE is receiving the IOD benefit, the EMPLOYER will continue to make the EMPLOYER contributions toward insurance benefit package (e.g. health, dental, life insurance contributions, etc.).

15.4 Before any injury on duty or workers' compensation payments are made or authorized by the EMPLOYER to an EMPLOYEE, the EMPLOYER or insurer may request and is entitled to receive a certificate signed by a competent physician or other medical attendant certifying to the fact that the entire absence was, in fact due to the illness or injury and not otherwise.

15.5 The EMPLOYER also reserves the right to have an examination made at any time of any EMPLOYEE claiming payment under the IOD benefit. Such examination may be made on behalf of the EMPLOYER by any competent person designated by the EMPLOYER when the EMPLOYER deems the same to be reasonably necessary to verify the illness or injury claimed.

15.6 If the injury is deemed not work related or not approved by the workers' compensation insurer, the EMPLOYEE must reimburse the EMPLOYER for lost time, benefits, etc. through annual leave, other forms of leave and/or direct reimbursement within a reasonable amount of time or upon terms agreed upon by the EMPLOYER and EMPLOYEE.

ARTICLE 16. PAID PARENTAL LEAVE

16.1 The EMPLOYER will provide up to four (4) weeks (based on an average 40-hour work week) or 160 hours of paid parental leave or the amount provided to non-union employees.

16.2 The leave will be allowed following the birth of an EMPLOYEE'S child or the placement of a child with an EMPLOYEE in connection with adoption or foster care and may be taken at any time during the three (3) month period immediately following the birth, adoption or placement of a child with the EMPLOYEE.

16.3 The compensation will occur at the EMPLOYEE'S regular rate of pay and all other terms and administration will follow the EMPLOYER'S Parental Leave policy.

ARTICLE 17. OVERTIME

17.1 EMPLOYEES will receive compensation at the OVERTIME rate of one and one-half (1 ½) times their normal rate for all OVERTIME as prescribed by the Fair Labor Standards Act.

Shift trades by EMPLOYEES do not qualify an EMPLOYEE for OVERTIME under this Article.

17.2 In the event an employee not working a regularly scheduled shift is called back to work, the employee shall be paid a minimum of two (2) hours at the overtime rate. Any time worked in excess of two (2) hours will be calculated in fifteen (15) minute increments. To calculate the time worked on call back, time shall be considered to have started at the time of the alarm or call. In the event there is a delayed response to work by the employee of fifteen (15) or more minutes, time shall be considered to have started when the employee arrives at work.

For the purposes of this article, call-back is defined as any time an EMPLOYEE is not scheduled to work and is called back to work for emergency response. It does not apply toward training, meetings, or general assignments.

17.3 The EMPLOYER agrees to offer COMPENSATORY TIME off in lieu of OVERTIME as defined in Article 17.1 and in compliance with Fair Labor Standards Act Requirements. COMPENSATORY TIME shall not be accumulated in excess of seventy-two (72) hours and must be used within the calendar year in which it was accumulated as determined by the EMPLOYER.

17.4 Overtime will be distributed as equally as practicable.

17.5 Overtime refused by EMPLOYEES will for record purposes under Article 17.2 be considered as unpaid overtime worked.

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

17.7 EMPLOYEES have an obligation to work overtime if requested, by the EMPLOYER unless circumstances prevent the EMPLOYEE from doing so.

ARTICLE 18. EMPLOYEE EDUCATION PROGRAMS

18.1 The City will pay certain expenses for certain education courses based on the following criteria.

The training course must have relevance to the Employee's present or anticipated career responsibilities. Attendance shall be at a City-approved institution. The course must be pre-approved by the Department Manager.

Financial assistance will be extended only to courses offered by an accredited institution. This includes vocational and technical schools, Minnesota School of Business, etc.

18.2 Employee Education Programs Financial Policy

Financial assistance not to exceed the amount of two thousand nine hundred twenty-five dollars ($2,925.00) per EMPLOYEE per calendar year will be extended to cover the cost of tuition, required books or educational materials, and required fees related to the course (i.e. lab fees, etc.). Charges for student union membership, student health coverage, mileage, parking, and other charges for which the student receives some item or services other than actual instruction will not be paid. Upon successful completion of the course an EMPLOYEE will be required to present to his/her Department Manager a certification of satisfactory work. Satisfactory work is defined as follows:

a. In courses issuing a letter grade, a C or above is required.
b. In courses issuing a numerical grade, seventy percent (70%) or above is required.
c. In courses not issuing a grade, a certification from the institution that the student satisfactorily participated in the activities of the courses is required.

18.3 If the employee satisfactorily completes the course and provides the required documentation, the EMPLOYEE will be reimbursed 100% of the eligible costs (i.e.

tuition, books, course fees, etc.). If the EMPLOYEE fails to satisfactorily complete the course, the City will not reimburse the EMPLOYEE for these costs.

18.4 The program will not reimburse the EMPLOYEE for hours spent in class, only for the tuition.

18.5 Expenses for which the EMPLOYEE is compensated under some other educational or assistance program, scholarships, or programs such as the GI bill, will not be covered.

18.6 The City will not pay tuition or other costs for those, courses which are used to make the employee eligible for additional salary.

18.7 The City will not reimburse the EMPLOYEE for any course which is not completed and/or any course which may be a duplicate or retaken.

ARTICLE 19. HOLIDAYS

19.1 EMPLOYEES assigned to a fifty-six (56) hour workweek shall accrue eleven and two-tenths (11.2) hours at their regular rate of pay for each of the thirteen (13) holidays in a calendar year.

EMPLOYEES assigned to a forty (40) hour work week shall accrue eight (8) hours of holiday leave for each of the thirteen (13) holidays in a calendar year.

19.2. In addition to the thirteen (13) holidays, EMPLOYEES shall be paid at one and one-half (1-1/2) times their base rate of pay for all hours worked on the actual holiday between the hours of midnight and midnight. For any overtime hours worked on a holiday, EMPLOYEES will be paid two (2) times their base rate of pay.

19.3 EMPLOYEES, with approval, may use accumulated holiday leave time in any hourly increment the Employee chooses.

19.4 If an additional holiday is awarded to other non-union employees, it would be provided to the Union as well.

19.5 Once a year, EMPLOYEES will be paid for any unused holiday hours remaining after December 31st of each year. Payment will be made at the EMPLOYEE'S hourly rate in effect on December 31st of the affected year.

19.6 The City will be responsible for designating the HOLIDAYS and communicating to EMPLOYEES in advance of the effected year.

ARTICLE 20. PROBATIONARY PERIODS

20.1 All newly hired or rehired employees will serve a twelve (12) month probationary period.

ARTICLE 21. BEREAVEMENT LEAVE

21.1 Bereavement leave will be granted to full-time EMPLOYEES up to a maximum of forty-eight (48) scheduled hours over a consecutive three (3) day period. Bereavement Leave is granted in case of deaths occurring in the immediate family. For this purpose, immediate family is considered to include those individuals (either by blood or by law) such as: spouse, children, parents, brothers, sisters, grandparents, grandchildren, parent's in-laws, brother's in-law, and sister's in-law.

21.2 The EMPLOYER will allow EMPLOYEES to follow current practices for non-union employees, which gives EMPLOYEES an option to appeal directly to the CITY MANAGER for additional time off if extenuating circumstances prevail.

ARTICLE 22. JURY PAY

22.1 It shall be understood and agreed that the City shall pay all regular full-time EMPLOYEES serving on any jury the difference in salary between jury pay and the EMPLOYEE'S regular salary or pay while in such service.

ARTICLE 23. UNIFORM ALLOWANCE

23.1 The EMPLOYER shall provide a uniform clothing allowance for EMPLOYEE in the amount of $600 for the calendar years of 2025 and 2026.

23.2 Beginning in 2011, the EMPLOYER shall provide the uniform allowance by January 31st for that calendar year.

ARTICLE 24. INSURANCE

24.1 For the calendar year 2025, for EMPLOYEES who choose single coverage in the Base Plan, the EMPLOYER will contribute up to $937.75 per month per employee toward the health insurance premium or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar year 2026, for EMPLOYEES who choose single coverage in the Base Plan, the EMPLOYER will contribute the 2025 amount per month per EMPLOYEE toward the health insurance premium or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

24.2 For the calendar year 2025, for EMPLOYEES who choose employee-plus-one coverage in the Base Plan, the EMPLOYER will contribute up to $1,566.76 per month per EMPLOYEE toward the health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar year 2026, for EMPLOYEES who choose employee-plus-one coverage in the Base Plan, the EMPLOYER will contribute the 2025 amount per month per employee toward the health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

24.3 For the calendar year 2025, for EMPLOYEES who choose dependent coverage in the Base Plan, the EMPLOYER will contribute up to $2,239.96 per month per EMPLOYEE toward the health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar year 2026, for EMPLOYEES who choose dependent coverage in the Base Plan, the EMPLOYER will contribute the 2025 amount per month per EMPLOYEE toward the health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

24.4 For the calendar year 2025, for EMPLOYEES who choose the high deductible health plan and health reimbursement arrangement (HRA), the EMPLOYER will contribute $839.88 per month toward the single health insurance premium; $1,619.20 toward employee-plus-one health insurance premium; and $2,432.20 toward dependent health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar year 2026, for EMPLOYEES who choose the high deductible health plan and health reimbursement arrangement (HRA), the EMPLOYER will contribute the 2025 amount per month toward the single health insurance premium, 2025 amount toward the employee-plus-one health insurance premium, or the -2025 amount toward dependent health insurance premium, or the amount provided to non- union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

24.5 For the calendar year 2025, for EMPLOYEES who choose the high deductible health plan and health reimbursement arrangement (HRA), the EMPLOYER will contribute $100 per month toward the VEBA Trust Account, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible

Benefit Plan.

For the calendar year of 2026, for EMPLOYEES who choose the high deductible health plan and health reimbursement arrangement (HRA), the Employer will contribute $100 per month toward the VEBA Trust Account, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

24.6 For the calendar year 2025, for EMPLOYEES who choose the high deductible health plan and healthcare savings account (HSA), the EMPLOYER will contribute $774.66 per month toward single health insurance premium, or $1,539.14 for employee-plus-one health insurance premium, or $2,335.61 toward the dependent health insurance premium, or the equal amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar year of 2026, for EMPLOYEES who choose the high deductible health plan and healthcare savings account (HSA), the EMPLOYER will contribute the 2025 amount per month toward the single health insurance premium, the 2025 employee-plus-one premium, or the 2025 amount toward the dependent health insurance premium, or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

24.7 For the calendar year 2025, for EMPLOYEES who choose the high deductible health plan and healthcare savings account (H.S.A.), the EMPLOYER will contribute $100 per month toward the H.S.A. Account, or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan. For the calendar years of 2026, for EMPLOYEES who choose the high deductible health plan and healthcare savings account (H.S.A.), the EMPLOYER will contribute $100 per month toward the H.S.A., or an equal amount to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

24.8 For the calendar year of 2025, for EMPLOYEES who choose the health/dental coverage, the Employer will contribute up to $25 per month toward the dental insurance premium. For the calendar year of 2026, for EMPLOYEES who choose the health/dental package, the EMPLOYER will contribute the 2025 amount per month toward insurance premium or the amount provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

24.9 For the calendar years of 2025 and 2026, the EMPLOYER will provide group term life insurance with a maximum of $25,000 per EMPLOYEE and additional accidental death and disability insurance with a maximum of $25,000 per EMPLOYEE (current cost is $2.88 per month), or an amount equal to that provided to non-union employees, whichever is greater, in accordance with the Employer's Flexible Benefit Plan.

24.10 For 2025 and 2026, in accordance with the Employer's Flexible Benefit Plan, EMPLOYEES have the option during an open enrollment period or during approved qualified events to decline health or dental insurance coverage, provided they provide proof of coverage elsewhere. In lieu of electing health and dental benefits, EMPLOYEES may elect the option of having ten (10) additional Benefit Leave Days or a monthly cash benefit of $476.77, or the amount equal to or greater than the amount provided to non-union employees. Benefit Leave days are required to be used within the calendar year and may not be carried into the following year.

24.11 All EMPLOYEES shall be enrolled in a retirement health savings plan (RHS) and shall contribute $25.00 per pay period into their account.

ARTICLE 25. RATES OF PAY

25.1 The following hourly wage rates will become effective January 1, 2025 (Note: amounts may be rounded to two decimal points.)

Firefighter (Based on a 56 Hour Work Week)

Steps	2025 Hourly Rate w/Market Adjustments & 3% General Increase	2026 Hourly Rate 4% General Increase
Start	$25.67	$26.70
Year 1	$27.09	$28.17
Year 2	$28.49	$29.63
Year 3	$29.99	$31.19

25.2 **Firefighter/Inspector (Based on a 40-hour work week)**

Step	2025 Hourly Rate w/Market Adjustments & 3% General Increase	2026 Hourly Rate 4% General Increase
Start	$37.73	$39.24
Year 1	$39.82	$41.41
Year 2	$41.88	$43.55
Year 3	$44.09	$45.85

The hourly rate is equivalent to the 5% above the firefighter rate multiplied by 2912 hours and divided by 2080 (standard 40-hour work week).

25.3 **Battalion Chief (Based on a 40-hour work week)**

	2025 Hourly Rate w/Market Adjustments & 3% General Increase	2026 Hourly Rate 4% General Increase
Hourly Rate	$50.38	$52.40

The hourly rate is equivalent to 20% above the top firefighter rate multiplied by 2,912 hours and divided by 2,080 (standard 40-hour work week).

25.4 **Firefighter/Community Health Worker**

****NO RATES NEGOTIATED FOR 2025 AND 2026 CONTRACT****

Step	2022 Hourly Rate	2023 Hourly Rate	2024 Hourly Rate
Start	$32.01	$33.97	$35.99
Year 1	$33.23	$35.23	$37.28
Year 2	$34.42	$36.46	$38.55

The hourly rate is equivalent to the 3 ½ year rate multiplied by 2,912 hours and divided by 2,080 (standard 40-hour work week).

ARTICLE 26. WORKING OUT OF CLASSIFICATION

26.1 Employees assigned by the Employer to assume the full responsibilities and authority of a higher classification for more than one (1), three (3)-week work schedule shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 27. WAIVER

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

27.2 The parties mutually acknowledge that during the negotiations, which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of the AGREEMENT. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this agreement or with respect to any term or condition of employment not specifically referred to or covered in this AGREEMENT, even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 28. DURATION

The AGREEMENT shall be effective as of the first day of January 2025 and shall remain in full force and effect through the thirty-first day of December 2026. In witness whereof, the parties hereto have executed this AGREEMENT on this day 27 on January 2025.

ARTICLE 29. SIGNATURES FOR THE CITY OF FRIDLEY:

I/We hereby recommend to the City Council approval of this agreement.

MAYOR –DAVID OSTWALD DATE

CITY MANAGER – WALTER WYSOPAL DATE

DIRECTOR OF EMPLOYEE RESOURCES – REBECCA HELLEGERS DATE

DIRECTOR OF PUBLIC SAFETY, RYAN GEORGE DATE

FOR THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1986:

WALTER MESSER, UNION STEWARD DATE