

**LABOR AGREEMENT**

**BETWEEN**

**CITY OF MAPLEWOOD**

**AND**

**LAW ENFORCEMENT LABOR SERVICES INC.,**

**(LOCAL 153)**

January 1, 2023- December 31, 2025

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**MASTER LABOR AGREEMENT**  
**BETWEEN**  
**CITY OF MAPLEWOOD**  
**LAW ENFORCEMENT LABOR SERVICES INC., (LOCAL 153)**

**ARTICLE 1: PURPOSE OF AGREEMENT**

This AGREEMENT is entered into as of January 1, 2023, between the CITY OF MAPLEWOOD, hereinafter called the EMPLOYER, and LAW ENFORCEMENT LABOR SERVICES INC. hereinafter called the UNION.

It is the intent and purpose of this 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.

**ARTICLE 2: RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative, under Minn. Stat. 179A.03, Subd. 8 for all police personnel in the following job classifications:  

Police Officer  
Police Officer - Dog Handler
- 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 GROUP/UNION: Law Enforcement Labor Services Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services Inc. (Local 153).
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of Maplewood Police Department.
- 3.5 EMPLOYER: The City of Maplewood.
- 3.6 CHIEF: The Chief of the Maplewood Police Department.

- 3.7 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services Inc., (Local 153).
- 3.8 INVESTIGATOR/DETECTIVE: An employee specifically assigned or classified by the EMPLOYER to the job classification and/or job position of INVESTIGATOR/DETECTIVE.
- 3.9 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.10 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.11 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 LUNCH BREAK: A period during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 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 or obligations of employment.

#### **ARTICLE 4: EMPLOYER SECURITY**

The UNION agrees that during the life of this AGREEMENT that the UNION 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.

#### **ARTICLE 5: EMPLOYER AUTHORITY**

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, 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 structures; 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 REPRESENTATIVES and/or their successors when so designated as provided by 6.2 of this AGREEMENT shall be the sole representative of the UNION.
- 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 - Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure.

Step 1. An EMPLOYEE claiming a violation concerning the interpretation of application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to a Lieutenant.

The Lieutenant 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 Lieutenant'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 Chief of Police. The Chief of Police shall give the UNION the

EMPLOYER'S Step 2 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 in Step 3 within ten (10) calendar days following the Chief of Police'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. The City Manager 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'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 the Arbitration of Grievances" as established by the Bureau of Medication Services "as amended" to the "Public Employment Labor Relations Act of 1971."

#### 7.5 Arbitrator's Authority

7.5a The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this 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.

7.5b 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 decisions shall be submitted in writing within thirty (30) days following the 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.

7.5c The fees and expenses for the arbitrator's services and proceedings shall be borne 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 responded to 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 E.E.O.C. 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. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commission.

### **ARTICLE 8: SAVINGS CLAUSE**

This agreement is subject to the laws of the United States, the State of Minnesota, and the signed municipality. 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 provision shall be voided. All other provisions of this agreement shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

### **ARTICLE 9: SENIORITY**

- 9.1 Seniority shall be determined by the employee's start date in the job class, regardless of whether they were initially hired as part-time or full-time officers. Seniority shall be determined by the employee's length of continuous employment with the Police 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.
- 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 promoted or reassigned employees may be replaced in their 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. Employees on layoff shall have an opportunity to return to work within two years of the time of their layoff before any new employee is hired.
- 9.4 Senior employees will be given preference with regard to transfer, job classification assignments and promotions when the job-relevant qualifications of employees are equal.
- 9.5 Senior qualified employees shall be given shift assignment preference after eighteen (18) months of continuous full-time employment. Schedules will be bid two (2) times a year. The first bid for the following year will be posted by October 1<sup>st</sup>. Employees shall complete their first bid by November 1<sup>st</sup>. The first bid will be implemented on January 1<sup>st</sup>. The second bid for the current year will be posted by April 1<sup>st</sup>. Employees shall

complete the bid process by May 1<sup>st</sup>. The second bid will be implemented on July 1<sup>st</sup> for the current year.

Employees shall bid in a timely manner. "Timely Manner" is defined as a maximum of two of the employee's working days after becoming eligible to bid.

- 9.6 Employees may select two (2) continuous vacation periods by seniority in the fall for the following calendar year. The first choice shall be selected from a posting posted by October 2nd. Such selection shall be completed by November 30th. The second choice shall be selected from a posting posted by December 1st. Such selection shall be completed by December 31st. There shall be no second choice bids until first choice bids have been completed. Employees shall bid in a timely manner. "Timely manner" is defined as a maximum of two of the employee's working days after becoming eligible to bid. After December 31st, vacations shall be bid on a first-come, first-served basis.
- 9.7 Master Seniority. Employees hired on or after January 1, 1989, must use length of continuous service with the City's police department for purposes of exercising their seniority rights under Sections 9.5 and 9.6 of the labor agreement.

#### **ARTICLE 10: DISCIPLINE**

- 10.1 The EMPLOYER will discipline employees for just cause only. Discipline will 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 and the UNION 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.
- 10.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- 10.6 Grievances relating to suspensions, demotions or terminations shall be initiated by the UNION in Step 3 of the grievance procedure under Article 7.
- 10.7 The EMPLOYER will remove old disciplinary letters after five (5) years if no further discipline, above that of a verbal reprimand, has occurred within that five-year period.

**ARTICLE 11: CONSTITUTIONAL PROTECTION**

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

**ARTICLE 12: WORK SCHEDULES**

- 12.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each employee through:
- a) Hours worked on assigned shifts.
  - b) Holidays.
  - c) Assigned training.
  - d) Authorized leave time.
  - e) Required time (if on a schedule where required time is a component).
- 12.2 Holidays and authorized leave time is to be calculated on the basis of the actual length of time of the assigned shifts.
- 12.3 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.

**ARTICLE 13: WAGES**

13.1 **WAGE RATES**

Effective January 1, 2023, employees will be placed on the step in the new pay plan at the designated grade that provides a wage rate that is equal to or greater than the employee's December 31, 2022 base wage.

1.00% general wage increase effective January 1, 2023 to be calculated after implementation of new step plan

1.00% general wage increase effective July 1, 2023

1.5% general wage increase effective January 1, 2024

1.5% general wage increase effective June 29, 2024

1.5% general wage increase effective January 1, 2023

1.5% general wage increase effective June 28, 2025

New salary ranges are adopted with the 2023 contract. The new salary ranges have seven (7) steps.

Movement within the range is based on time in position. Employees will be eligible for step movement once per year on their anniversary date until they reach Step G.

It is understood that the City has the right to start a new hire at any step in the regular salary range at the City's discretion when hiring an experienced officer.

- 13.2 In addition to the hourly rates provided in article 13.1 the city will contribute up to one hundred twenty (\$120) dollars per month in deferred compensation, provided the Employee agrees to match the EMPLOYER'S contribution of one hundred twenty (\$120) dollars per month. The EMPLOYER agrees that if the Employee desires to contribute a lesser amount then the EMPLOYER shall match that lesser amount as well. The Employee agrees to have the funds deposited in an approved deferred compensation plan.
- 13.3 Employees classified or assigned by the EMPLOYER to the following job classifications or positions will receive six percent (6%) of Step D or that amount prorated for less than a full month in addition to their regular wage rate:  
 Investigator (Detective)  
 School Resource Officer  
 Retail Crime Officer  
 Violent Crime Enforcement Team (VCET) designee
- 13.4 Employees classified or assigned by the EMPLOYER to the following job classifications or positions will receive \$100 per month or that amount prorated for less than a full month in addition to their regular wage rate:  
 Street Crimes Unit
- 13.5 Based on requirements in the Federal Fair Labor Standards Act (FLSA), Dog Handlers will be paid thirty (30) minutes each calendar day at time and one-half their regular rate of pay for care, maintenance, and training of the officer's dog. Whenever an officer's dog is placed in a kennel, the additional compensation (30 minutes at time and one-half) will not apply for that day(s). The officer must notify his/her supervisor whenever the dog is placed in a kennel prior to submitting a timecard for that pay period. The kennel fee, if there is a fee, will be paid by the EMPLOYER. The EMPLOYER must approve the kennel.
- Any time in excess of thirty (30) minutes per day needed for care, maintenance, or training of the officer's dog must be authorized in advance by the Chief of Police or his/her designee. In the event that the FLSA requirements no longer apply, then the method of compensation for Dog Handlers would immediately revert back to the 4% differential over top patrol.
- 13.6 Anytime that one of the listed job classifications becomes open, a notice of the vacancy will be posted.

**ARTICLE 14: VACATIONS/ANNUAL LEAVE**

- 14.1 Full-time employees who are on the vacation/sick leave benefit plan shall earn vacation as per the following schedule:

Vacation Accrual Rates for FT employees -

1-4 years of service	10 working days per year (80 hours)
5-11 years of service	15 working days per year (120 hours per year)

12-20 years of service	20 working days per year (160 hours per year)
21 years and thereafter	25 working days per year (200 hours per year)

Full-time employees who are on the annual leave benefit plan shall earn annual leave as per the following schedule:

Annual Leave Accrual Rates for FT employees -

<u>Years of Service</u>	<u>Annual Accrual Rates</u>
1 - 4 Years	19 days (152 hours per year)
5 - 11 Years	24 days (192 hours per year)
12 - 20 Years	29 days (232 hours per year)
After 20 Years	34 days (272 hours per year)

- 14.2 Employees on vacation are allowed to carry over a maximum of one and one-half (1-1/2) times their annual vacation rate into any succeeding year. Annual leave will accrue on a pay-period basis (as vacation and sick leave do) for up to 62 days. Employees can carry over up to their full balance as long as the total balance never exceeds the 62-day cap. No additional accrual will occur above the cap.
- 14.3 The EMPLOYER and UNION agree to incorporate the Annual Leave Program as adopted by the City Council on February 12, 2001, and as amended on September 23, 2002.

**ARTICLE 15: SICK LEAVE**

- 15.1 A full-time employee who is not accruing annual leave shall accumulate sick leave at a rate of one and one-quarter (1-1/4) days per month. Accumulated sick leave shall never total more than 2,400 hours (300 days) except as provided in Article 15.2. Actual sick leave cannot be made up by additional work shifts.
- 15.2 Sick Leave Conversion - Full-time employees can convert sick leave to vacation or deferred compensation (at the employee's current pay rate) on December 31st of any year assuming the employee elected the conversion option at the beginning of the year and had at least 800 hours at that time. The rate of conversion will be two (2) hours of sick leave for one (1) hour of vacation or deferred compensation. Such conversion shall not exceed a total of forty-eight (48) hours of vacation or deferred compensation.

- 15.2a The sick leave balance will be capped (frozen) on January 1 of the year the option is first elected. That balance or cap (which can be anything between 800 and 2,400 hours) will remain as the cap for that employee into the future.
- 15.2b Employees will, however, accrue additional sick leave hours (above the cap) during the succeeding twelve months at the regular accrual rate only for purposes of conversion or use during that year.
- 15.2c The conversion will take place on December 31st and will be limited to the 48 hours as stated above. Only hours earned in excess of the cap (January 1 through December 31) are eligible for conversion. Any additional hours accrued but unused during that year will be lost.
- 15.2d An employee who does not elect the conversion option will never accrue above 2,400 hours. Employees who are close to, or at, 2400 hours who elect the conversion option at the beginning of a given year can accrue additional sick leave above the 2,400 hours during the year only for purposes of conversion, or use, during that year. Hours accrued but unused between January 1 and December 31 of that year will then be converted to a maximum of 48 hours of vacation or deferred compensation. Any remaining balance above the cap will be lost. The employee will start the following year with no more than 2400 hours.
- 15.2e Employees who have a sick leave cap and who retire or resign under satisfactory conditions prior to December 31st of a given year, will be eligible to convert up to eighty percent (80%) of sick leave accrued and unused during that year.
- 15.3 Annual Leave – Article 15.1 and 15.2 do not apply to employees who accrue annual leave except as provided in the Annual Leave Program (Current Sick Leave Balance—Deferred Sick Leave and Severance Pay sections.)

#### **ARTICLE 16: SEVERANCE PAY**

Upon retirement or termination under satisfactory conditions, after at least ten (10) years of service, the employee shall receive one-half (1/2) of his/her accumulated sick leave upon the basis of the employee's outgoing salary. In case of death not contributable to his duty, payment of one-half (1/2) of employee's sick leave shall be paid to the employee's beneficiary. In case of death in the line of duty, payment of the employee's full-accumulated sick leave shall be made to the employee's beneficiary.

#### **ARTICLE 17: FUNERAL/BEREAVEMENT LEAVE**

A maximum of up to three (3) shifts of funeral/bereavement leave with pay shall be extended to a regular full-time officer upon the death of a member of the immediate family of said officer or his/her spouse (i.e., spouse, children, grandchildren, parents, grandparents, brothers, sisters, brothers-in-law, sisters-in-law, or guardian). Any leave beyond one shift, up to a maximum of three shifts, to be on approval of department head or authorized designee. The actual amount of time off, and funeral leave approved, will be determined by the department head depending

on individual circumstances (such as closeness of the relative, arrangements to be made, distance to the funeral, etc.)

**ARTICLE 18: HOLIDAYS**

18.1 All full-time employees shall be entitled to observe the following eleven (11) statutory holidays and shall be compensated at their regular pay rate for these days. Holiday hours (x80 hours) will be made available January 1<sup>st</sup> of each year. If employment is separated the balance will be withheld by the employer based on the actual holidays earned.

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	
Juneteenth	Friday after Thanksgiving
Labor Day	Christmas Day
Martin Luther King's B-Day	Independence Day

These holidays shall be credited toward the normal work year as per 12.1 of the Labor Agreement.

18.2 If employees are required to work on an observed holiday (listed in 18.1), they shall be compensated at time and one half for actual hours worked on the holiday. Employees who work at least half of their assigned shift on the holiday will receive time and one half for the entire shift. Compensation shall be credited in either pay or compensatory time off.

18.3 If compelled to duty on their scheduled off-duty time on a statutory holiday, as defined in Article 18.1, employees will be compensated for a minimum of two (2) hours' pay at two times (2x) the employee's regular rate of pay.

18.4 If compelled by their supervisor to work in excess of a regularly scheduled shift on a holiday, as defined in Article 18.1, employees will be compensated at two times (2x) the employee's regular rate of pay for only those actual hours worked in excess of their scheduled shift.

18.5 In addition to the holidays listed in 18.1, all full-time employees shall receive twenty (20) hours of Personal holiday time per year. The time shall be requested off by the employee and approved by the employer. The hours must be used during the year and will not carry over to the next year. Any unused hours as of December 31<sup>st</sup> will be converted to the employee's Retiree Health Savings Plan.

18.6 Officers on a 5-2 rotation who are required to work on a holiday will be allowed to take another day off within the pay period plus receive four (4) hours of pay OR can elect to receive time and one-half pay with no time off. This is in addition to regular holiday pay.

**ARTICLE 19: FALSE ARREST**

The EMPLOYER shall provide and pay all premiums due on False Arrest Insurance to cover all employees covered by this AGREEMENT.

## **ARTICLE 20: OVERTIME**

- 20.1 Employees will be compensated at one and one-half (1-1/2) times the employee's regular base rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 20.2 Overtime will be distributed as equally as practicable.
- 20.3 Overtime refused by employees will for record purposes under Article 20.2 be considered as unpaid overtime worked.
- 20.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 20.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 20.6 Employees have the obligation to work overtime or call backs if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 20.7 Voluntary Partial Shift Exchanges - Employees may elect to exchange hours with another employee on a one-for-one basis, up to a maximum of a full shift. When exchanging hours under this method, employees would not be eligible for overtime for extra hours worked as a result of the exchange. Likewise, the EMPLOYER would not require employees to use leave or compensatory time to make up any hours below eight (8) hours per shift. Shift exchanges are subject to supervisory approval prior to the exchange. The exchange must occur during the same twenty-eight (28) day schedule and must be an even exchange (hour for hour). It is understood the request to exchange hours must be submitted in writing to the Lieutenant in charge of scheduling (or the Lieutenant's designee) and must be approved prior to the first date of the exchange.

## **ARTICLE 21: COURT TIME**

Employees who are required to appear in Court during their scheduled off-duty time shall receive a minimum of four (4) hours pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for Court appearance does not qualify the employee for the four (4) hour minimum. If employees have received notice from EMPLOYER of a specific date and time to appear in court on behalf of EMPLOYER during their scheduled off duty time, and EMPLOYER and/or the EMPLOYER's designee cancels said appearance with less than thirty-six (36) hours' notice from the time and date of such requested appearance, then employee shall receive reimbursement equivalent to the Court Time pay as provided herein, for such cancellation, upon notation on the timesheet of the employee requesting such reimbursement. Such reimbursement shall not apply to cancellation of appearances for jury trials, or if employee has been called for multiple hearings on the same day, unless notice was provided less than thirty-six (36) hours prior to the multiple hearings, that all such hearings were cancelled. In such event that multiple hearings were noticed for the same day and all were cancelled less than thirty-six (36) hours prior to such hearings, then employee is still only eligible for one, four (4) hour reimbursement as provided above.

## **ARTICLE 22: CALL BACK TIME**

An employee who is called to duty during his scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

### **ARTICLE 23: ON-CALL**

- 23.1 **Definition.** Police Officers assigned to the classification of Investigator (Detective) pursuant to Article 13.3 of the collective bargaining agreement that is required by the Employer to be available to answer a service call and perform work if necessary during hours outside their normal work shift, shall be considered "on-call."
- 23.2 **Schedule.** The Employer will establish an on-call schedule one month prior to the initial implementation; after which a schedule will be posted for three months at a time. Generally, Investigators will be on-call on a weekly rotating basis. The week will start on Thursday at 0800 hours and end the following week on Thursday at 0759 hours. Investigators are allowed to switch days or weeks with one another and shall notify their immediate supervisor.
- 23.3 **Requirements.** If assigned as on-call, employees must ensure they are available to be contacted. Investigators will carry their work assigned phone with them at all times and are expected to answer immediately. Employees must respond as quickly as possible, with all necessary gear, but no longer than 60 minutes shall they arrive on-scene.
- 23.4 **Compensation.** In addition to the compensation outlined in Article 13.3, Investigators will be compensated one-hundred fifty dollars (\$150) per month.
- 23.5 **Vehicle.** Take-home vehicles are optional and provided to Employees to assist in conducting City business. Use of City-owned property and vehicles outside work hours will be allowed only in situations where such use constitutes a benefit to the City, including personal use incidental to the use of the vehicle for City business. Use of take-home vehicles for driving to and from work or work-related meetings or training on off-duty hours is permitted. Employees with take home vehicles must have sufficient equipment in the vehicle to respond to a call whenever their vehicles are used.
- 23.6 **Call-Back.** In addition to the above compensation, employees who are on-call and are called to duty shall be compensated pursuant to Article 22 of the collective bargaining agreement.

### **ARTICLE 24: WORKING OUT OF CLASSIFICATION**

- 24.1 **Officer In Charge:** Employees assigned by the Employer to assume the significant duties, responsibilities and authority of a higher classification on a short term or emergency basis (not to exceed one (1) shift) shall receive \$5.50 per hour over their regular pay rate for the actual hours worked in the higher position.
- 24.2 **Acting Sergeant:** Employees assigned by the Employer to assume the significant duties, responsibilities and authority of a higher classification as a temporary, acting sergeant shall be paid at the base rate for Sergeant.

## **ARTICLE 25: INSURANCE**

### **2022 Health Care Costs/Contributions**

25.1 For all full-time employees hired prior to January 1, 2013, the employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for either the Medica Elect/Essential or Medica Choice plans. The Employer shall contribute towards the cost of insurance as follows:

- a. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
  - i. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
- b. \$1,900 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage in either the Medica Elect/Essential Plan or Medica Choice plan.
- c. \$3,200 annually into a HRA for those employees who elect family coverage in either the Medica Elect/Essential Plan or Medica Choice Plan.
- d. The City shall make such deposits for single or family HRA contributions by way of pro-rata contributions. The City will also provide a funding option which shall be available to any employee who requires earlier funding of the City's contribution due to medical event(s). In such case, the Employee shall make a request for funding to the Human Resources Coordinator and shall provide documentation supporting such request. The City shall also make a resource person available on a regular basis to the Employees to assist them with paperwork and billing issues related to the HDHP.
- e. As an incentive to participate in the Wellness Program, the City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to twelve (12) hours of annual leave or twelve (12) hours of vacation pay (for those employees still on the vacation sick plan) in lieu of receiving the contribution into the Employee's HRA.

25.2 For all employees hired on or after January 1, 2013, the following shall apply

- a. The employer will pay 100% of the cost of employee (single) health insurance premium less \$20, and 50% plus \$45 toward the cost of the monthly dependent health insurance premium for the High Deductible Health Plan (hereafter the "HDHP") for the Medica Elect/Essential plan. For any employee who chooses to participate in any other plan offered by the City, if any, the City will contribute an amount equal to the actual dollar amounts paid for single HDHP coverage towards the monthly premiums for other such plans for single coverage, and an amount equal to the actual dollar amounts paid for family HDHP coverage for

families toward the monthly premiums for such plans for family coverage and the employee shall be responsible to pay any difference over and above such contributions. The Employer shall contribute towards the cost for insurance as follows:

- i. \$20 per month credit towards single health care insurance for those employees who are deemed to have actively participated in the City provided Wellness Plan.
    1. The term actively participated shall be as determined by the Labor-Management Wellness Committee.
  - ii. \$1,700 annually into a Health Reimbursement Account (HRA) for those employees who elect single coverage. For newly hired employees who have successfully completed one year of employment, the contribution shall be \$1800.00.
  - iii. \$2,700 annually into a HRA for those employees who elect family coverage. For newly hired employees who have successfully completed one year of employment, the contribution for family coverage shall be \$2800.00.
- b. The City shall contribute up to \$450 annually toward the Employee HRA for those Employees who have been determined to have actively participated in the Wellness Program as determined by the Labor-Management Wellness Committee. At the employee's option the employee may choose to receive up to 12 hours of annual leave in lieu of receiving the contribution into the Employee's HRA.

#### **2023-2025 Health Care Costs/Contributions**

The Employer and the Employee mutually agreed to Health Care Costs and Contributions for 2023, 2024 and 2025. Effective January 1, 2024, employees who elect single coverage shall contribute \$15.00 per month.

Beginning in 2024, the City will offer an HSA.

The Employer and the Employee further agree to actively engage in labor-management discussions and planning with regard to future citywide health insurance offerings. It is the city's expectation that a global agreement will be reached by the city's insurance committee.

In the event the health insurance provision of this agreement fails to meet the requirements of the Affordable Care Act and/or other new federal legislation or causes the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to negotiate alternative provisions.

25.3 Any changes that are presented at renewal will be discussed (and agreed to) through the Insurance Labor-Management Committee process. Insurance benefits apply to full-time employees only.

25.4 Dental, Life and Long-Term Disability Insurance – The EMPLOYER shall pay one hundred percent (100%) of the cost of employee (single) dental insurance coverage, a

\$35,000 group term life insurance policy, and long-term disability insurance for regular full-time employees.

- 25.5 Short-Term Disability Insurance – The City agrees to offer or go out for bid for short-term disability insurance coverage. Employees may elect this optional coverage at the employee's cost.
- 25.6 The CITY will provide an IRS-125 plan for the employee's contribution in order to permit the EMPLOYEE to pay with pre-tax dollars.
- 25.7 Retiree Health Savings Plan -- The City agrees to provide a retiree health savings plan with the following plan specifications:
1. Participant & benefit eligibility criteria: Must be full-time employee, no minimum or maximum age and years of service requirement, except as stipulated for eligibility severance pay in current labor agreement.
  2. Benefits will be limited to insurance premiums (health, dental, vision & long –term care premiums, Medicare Part B, Medicare Part D, Medicare supplements, other prescription drugs & insurance premiums) and out-of-pocket expenses described as eligible by the IRS.
  3. The RHS plan will be funded by severance pay as follows:
    - A) One hundred percent (100%) of eligible severance pay for sick leave and deferred sick leave would be deposited into the RHS plan if the employee is at least age fifty (50) at time of separation.
    - B) One hundred percent (100%) of accrued vacation would be deposited into the RHS plan if the employee's balance is at least two hundred seventy-five (275) hours and is at least age (50) at time of separation. If under two hundred seventy-five (275) hours or under age fifty (50), nothing would go in.
    - C) One hundred percent (100%) of accrued annual leave would be deposited into the RHS plan if the employee's balance is at least eighty (80) hours and is at least age fifty (50) at time of separation from service. If under eighty (80) hours or under age fifty (50), nothing would go in.
    - D) One hundred percent (100%) of unused personal holiday and comp time bank would be deposited into the RHS plan.
  4. The RHS plan will be funded with annual deposits as follows:
    - A) Employees with vacation time will have the cash value of all vacation hours in excess of the carry-over limit (1.5 times annual accrual) deposited into the RHS plan.
    - B) Employees will have the cash value of all personal holiday hours unused as of December 31, deposited into the RHS plan.

#### **ARTICLE 26: STANDBY PAY**

- 26.1 Employees required by the EMPLOYER to standby shall be paid for each standby time at the rate of one (1) hour's pay for each hour on standby. Paramedics on medical on-call status shall be paid at the rate of one-quarter (1/4) hour pay for each hour on on-call.
- 26.2 An employee placed on standby for court will be paid one-quarter (1/4) hour for each hour on standby under the following circumstances. A Lieutenant, or higher-ranking officer in the department, will set a defined period with a start and automatic ending time, but can call and cancel it earlier. The Lieutenant will decide when and if they will put an employee on standby.

### **ARTICLE 27: UNIFORMS**

The Employer shall provide probationary officers uniforms and necessary equipment items for the term of their probationary period. The Employer will provide an account for non-probationary officers and plain clothes officer, in which uniforms and necessary equipment can be purchased from, in the amount of nine hundred twenty five (\$925) in 2023; nine hundred fifty (\$950) in 2024 and nine hundred seventy five (\$975) in 2025. Uniform balances may be carried over from year to year, not to exceed a two (2) year amount.

### **ARTICLE 28: INJURY ON DUTY**

Employees injured during the performance of their duties for the EMPLOYER and thereby rendered unable to work for the EMPLOYER will be paid the difference between the employee's regular take-home pay and Worker's Compensation insurance and other disability payments for a period not to exceed ninety (90) working days per injury, not charged to the employee's vacation, sick leave, or other accumulated paid benefits. Employees shall receive no more than their regular take-home pay during the ninety (90) working days.

### **ARTICLE 29: EDUCATIONAL INCENTIVE**

Effective July 1, 1978, the following terms and conditions are effective:

- 29.1 After four (4) years of continuous employment each employee shall be eligible for supplementary pay based on educational credits as outlined in 29.7 of this Article.
- 29.2 After eight (8) years of continuous employment each employee shall be eligible for supplementary pay based on educational credits as outlined in 29.7 of this Article.
- 29.3 After twelve (12) years of continuous employment each employee shall be eligible for supplementary pay based on educational credits as outlined in 29.7 of this Article.
- 29.4 After sixteen (16) years of continuous employment each employee shall be eligible for supplementary pay based on educational credits as outlined in 29.7 of this Article.
- 29.5 After twenty (20) years of continuous employment each employee shall be eligible for supplementary pay based on educational credits as outlined in 29.7 of this Article.
- 29.6 Employees may be eligible for educational credits no more often than once every twelve (12) months.
- 29.7 Supplementary pay based on educational credits will be paid to employees hired prior to January 1, 1986, after twelve (12) months of continuous employment at the rate of:

<u>Education Credits stated in terms of college quarter credits</u>	<u>Pay Increment</u>
45 - 89	92.32
90 - 134	157.20
135 - 179	222.08
180 or more	286.96

Not all courses are to be eligible for credit. Courses receiving qualifying credits must be job related. (Thus, a 4-year degree is not automatically 180 credits -- or a 2-year certificate is not automatically 90 credits.) Job-related courses plus those formally required to enter such courses shall be counted. If Principles of Psychology (8 credits) is required before taking Psychology of Police Work (3 credits), completion of these courses would yield a total of 11 qualifying credits. C.E.U.'s (Continuing Education Units) in job-related seminars, short courses, institutes, etc., shall also be counted.

The EMPLOYER shall determine which courses are job related. Disputes are grievable based on the criteria outlined in the award of Minnesota Bureau of Mediation Services Case No. 78-PN-370-A.

### **ARTICLE 30: TUITION REIMBURSEMENT**

- 30.1 When funds are available as determined by the Department Head, the EMPLOYER agrees to pay fifty percent (50%) of the cost of tuition, books and unique software required specifically for the class ( as opposed to general software such as "Microsoft Word®"), upon successful completion with a "C" grade or better, seventy-five percent (75%) reimbursement upon completion with a "B" grade or better and eighty five percent (85%) reimbursement upon completion with an A grade, during the term of this AGREEMENT, on accredited course work at the vocational, undergraduate, or graduate college level which is determined by the EMPLOYER to be job related. All course work covered by this Article shall be during non-working hours. Part-Time Employees are eligible for this benefit on a prorated basis. The maximum reimbursement will be based on the per credit cost at the University of Minnesota. Employees may elect to attend a more costly school provided they pay the difference in cost. Employees must reimburse the City on a pro-rata basis if they voluntarily leave employment or are terminated for cause within thirty-six (36) months of reimbursement.
- 30.2 The EMPLOYER will reimburse officers one hundred percent (100%) of the cost of peace officer license renewal.

### **ARTICLE 31: FIELD TRAINING OFFICER**

Employees assigned by the EMPLOYER to perform Field Training Officer duties will be paid \$4.75 per hour for the actual hours assigned such duties.

### **ARTICLE 32: WAIVER**

- 32.1 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 this AGREEMENT, are hereby superseded.

32.2 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 this 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 by this AGREEMENT or with respect to any term or condition of employment not specifically referred to or covered by the 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.

32.3 The UNION and the CITY agree to meet and confer to discuss possible accommodations for "qualified" disabled employees as the need arises, consistent with the intent of the Americans with Disabilities Act.

**ARTICLE 33: DURATION**

This AGREEMENT shall be effective as of January 1, 2023, except as herein noted, and shall remain in full force and effect until the thirty-first day of December 2025. In witness whereof, the parties hereto have executed this AGREEMENT on this \_\_\_\_ day of \_\_\_\_\_, 2023.

FOR THE CITY OF MAPLEWOOD:

LAW ENFORCEMENT LABOR SERVICES,  
INC., Local 153

\_\_\_\_\_  
Mayor

*Keith Terlinden*

\_\_\_\_\_  
Business Agent

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Steward

\_\_\_\_\_  
Assistant City Manager/HR Director

\_\_\_\_\_  
Steward

**APPENDIX A**

**2023 LELS Officers Wage Appendix 1/1/2023**

Grade	Step						
	A	B	C	D	E	F	G
11	\$41.73	\$43.40	\$45.14	\$46.94	\$48.82	\$50.77	\$52.81

**2023 LELS Officers Wage Appendix 7/1/2023**

Grade	Step						
	A	B	C	D	E	F	G
11	\$42.15	\$43.83	\$45.59	\$47.41	\$49.31	\$51.28	\$53.34

**2024 LELS Officers Wage Appendix 1/1/2024**

Grade	Step						
	A	B	C	D	E	F	G
11	\$42.78	\$44.49	\$46.27	\$48.12	\$50.05	\$52.05	\$54.14

**2024 LELS Officers Wage Appendix 6/29/2024**

Grade	Step						
	A	B	C	D	E	F	G
11	\$43.42	\$45.16	\$46.96	\$48.84	\$50.80	\$52.83	\$54.95

**2025 LELS Officers Wage Appendix 1/1/2025**

Grade	Step						
	A	B	C	D	E	F	G
11	\$44.07	\$45.84	\$47.66	\$49.57	\$51.56	\$53.62	\$55.77

**2025 LELS Officers Wage Appendix 6/28/2025**

Grade	Step						
	A	B	C	D	E	F	G
11	\$44.73	\$46.53	\$48.37	\$50.31	\$52.33	\$54.42	\$56.61

Positions have been assigned to the following grades based on the job evaluation results of the 2022 Baker Tilly Classification and Compensation Study:

Grade 11    Police Officer