

LABOR AGREEMENT

BETWEEN

CITY OF MAPLEWOOD

AND

LAW ENFORCEMENT LABOR SERVICES INC., (LOCAL 173)

SERGEANTS

January 1, 2023- December 31, 2025

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ARTICLE 1: PURPOSE OF AGREEMENT

This Agreement is entered into 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 state law for all police personnel in the following job classifications:

Police Sergeant

- 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: Law Enforcement Labor Services Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services Inc. (Local 173).
- 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 173).
- 3.8 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of the employee's scheduled shift.
- 3.9 SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.
- 3.10 REST BREAKS: Periods during the SCHEDULED SHIFT during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 LUNCH BREAK: A 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 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 except for those terms that are mandatory subjects of bargaining.

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.
- 6.5 The Employer agrees not to enter into any additional agreements with Employees, individually or collectively concerning any terms or conditions of employment as defined by M.S. 179A.03, Subd. 19.

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 the Employee's supervisor as designated by the Employer.

The 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 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 Employer-designated representative. The Employer-designated representative 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 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 Employer-designated Step 3 representative. The Employer-designated 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 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 3a. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves time lines for Step 4 of the grievance procedure. Any grievance not appealed in writing to step 4 by the Union within ten (10) calendar days of mediation 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.

7.5 Arbitrator's Authority

- A. 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.
- 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 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.
- C. 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 7 or a procedure such as: Civil

Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 7 the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. The aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article 7 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 7.

ARTICLE 8: SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Maplewood. 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 this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9: SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment as a Sergeant with the Police Department and posted in an appropriate location.
- 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 returned to 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 or promoted.
- 9.4 Patrol Shift selection shall be based upon seniority. The bid will be done annually going into effect on January 1st. The bid will be completed by September 15 for the following year. In the event there is a reassignment or a change in patrol seniority a bid must be posted immediately and be completed in 96 hours. The bid will then go into effect 28 days after the bid has been completed. The bid must specify sets days or rotation and specify specific set hours of the shifts.
- 9.5 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 1st. Such selection shall be completed by October 30th. The second choice shall be selected from a posting posted by October 31st. Such selection shall be completed by November 30th. There shall be no second choice bids until first choice bids have been completed. Employees shall bid in a timely manner. A timely manner is defined as a maximum of two of the employee's working days after becoming eligible to bid. After November 30th, vacations shall be bid on a first-come, first-served basis.

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.
- 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.
- 12.4 Employees may voluntarily switch shifts with their Supervisor's approval. Voluntary switching of shifts shall not obligate the Employer for overtime pay.

- 12.5 No employee shall have their schedule changed without the employee's consent within 14 days. Schedule changes within 14 days will be considered mandatory and paid at an overtime rate for all hours worked.
- 12.6 If the schedule selected by the employer would normally cause the work week to extend past 80 hours the employer may choose to pay regular time up to 84 hours or bank hours over 80 (to 84) for use as paid time off. If the schedule requires time to be made up, the employer and union will develop a mutual understanding as how the employer will manage the shortage. Once agreed upon agreement will be placed in a memorandum of understanding.
- 12.7 If a shift is modified or rescheduled in lieu of some other event, i.e. training, all the hours must be used on the day actually being worked.
- 12.8 Open shifts within this bargaining group must be offered within the bargaining group prior to being filled by a member of Law Enforcement Labor Service, Local 153, Police Officers, unless the open shift is four (4) hours or less in length and the open shift became available less than 48 hours to the start of the shift.

ARTICLE 13: OVERTIME

- 13.1 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.
- 13.2 Overtime will be distributed as equally as practicable.
- 13.3 Overtime refused by Employees will for record purposes under Article 13.2 be considered as unpaid overtime worked.
- 13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 13.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 13.6 Employees have the obligation to work overtime or call backs if requested by the Employer unless unusual circumstances prevent the Employee from so working.

ARTICLE 14: COURT TIME

An Employee who is required to appear in Court during his 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 (specifically a prosecuting body) cancels said appearance with less than 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 if employee has been called for multiple hearings on the same day, unless 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 4 hour reimbursement as provided above.

ARTICLE 15: CALLBACK TIME

An Employee who is called to duty during their 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 16: VACATIONS/ANNUAL LEAVE

16.1 Full-time employees who are who are not accruing annual leave shall earn vacation leave as per the following schedule:

1-4 years of service	10 working days per year
5-11 years of service	15 working days per year
12-20 years of service	20 working days per year
21 years and thereafter	25 working days per year

16.2 Employees shall be allowed to carry over a maximum of one and one-half (1-1/2) times their annual earning rate into any succeeding year.

16.3 On December 1st of each year, employees who are at the 15 day vacation accrual rate or higher, with a minimum balance of 80 hours, shall be eligible to convert up to 40 hours of unused vacation time to deferred compensation. Conversion will be at the Employers current hourly rate as of 12-01 and will be on the basis of one hour of vacation for one hour of deferred compensation pay. Actual conversion will take place in the second payroll of the following year.

16.4 The Employer and Union agree to incorporate the Annual Leave Program as adopted by the City on May 5, 2001, and as amended on September 23, 2002. Articles 16.1 through 16.3 do not apply to employees who select the Annual Leave Program.

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)

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.

ARTICLE 17: HOLIDAYS

- 17.1 All full-time employees shall be entitled to observe the following ten (10) statutory holidays and shall be compensated at their regular pay rate for these days. Holiday hours will be made available January 1st 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

Martin Luther King's B-Day

President's Day

Veteran's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Effective December 31, 2022, Juneteenth will be recognized as an observed holiday. These holidays shall be credited toward the normal work year as per 12.1 of the Labor Agreement.

- 17.2 If employees are required to work on an observed holiday (listed in 17.1), 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.
- 17.3 If an employee is called to duty on their scheduled off-duty time on a statutory holiday, as defined in Article 17.1, shall receive a minimum of two (2) hours' pay at two times (2x) the employee's regular rate of pay.
- 17.4 If compelled by their supervisor to work in excess of a regularly scheduled shift on a holiday, as defined in Article 17.1, 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.
- 17.5 In addition to the holidays listed in 17.1, 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 31st will be converted to the employee's Retiree Health Savings Plan.

ARTICLE 18: SICK LEAVE

- 18.1 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 three hundred (300) days. Actual sick leave cannot be made up by additional work shifts.
- 18.2 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.

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 2400 hours) will remain as the cap for that Employee into the future. 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.

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.

An Employee who does not elect the conversion option will never accrue above 2400 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 2400 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.

Employees who have a sick leave cap and who retire or resign under satisfactory conditions prior to December 31 of a given year, will be eligible to convert up to 80% of sick leave accrued and unused during that year.

- 18.3 Article 18 does 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 19: 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 which cannot be contributed to his/her 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 20: 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 Sergeant upon the death of a member of the immediate family of said Sergeant or his/her spouse (i.e., spouse, children, sons-in-law, daughters-in-law, grandchildren, parents,

grandparents, brothers, sisters, legal guardian, or individuals who are under the Employee's legal guardianship) for the attendance at the funeral or other demonstrated need in relation thereto. Any leave beyond one (1) day to be upon approval of the immediate supervisor. The actual 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.) Eligibility for time off in accordance with this policy will be pro-rated for part-time employees.

ARTICLE 21: 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 no more than the difference between the Employee's regular take-home pay and Worker's Compensation insurance 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.

ARTICLE 22: INSURANCE

2023-2025 Health Care Costs/Contributions

22.1 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 for 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 12 hours of annual leave or 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.

- 22.2 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 in 2023, 2024 and 2025. Beginning in 2024, the City will offer an HSA.

The Employer and the Employee further agrees 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 health insurance provision of this agreement fail to meet the requirements of the Affordable Care Act and/or any other new federal legislation; or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to negotiate alternative provisions.

Any changes that are presented at renewal will be discussed (and agreed to) through the Labor-

Management Committee process. These benefits apply to FT employees only.

- 22.5 Dental, Life and Long-Term Disability Insurance – The Employer shall pay 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.
- 22.6 The Employer will provide an IRS-125 plan for the Employee's contribution in order to permit the Employee to pay with pre-tax dollars.
- 22.7 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.
- 22.8 Retiree Health Savings Plan—The City agrees to provide a retiree health savings plan with the following plan specification:
1. **Participant and benefit eligibility criteria:** Must be full-time employee, no minimum or maximum age and no years of service requirement, except as stipulated for eligible severance pay in current labor agreement.
 2. **Benefits will be limited to insurance premiums** (health, dental, vision and long-term care premiums, Medicare Part B, Medicare Part D, Medicare supplements, other prescription drug 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:**
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 age 31 or above at the time of separation from service.
 4. **The RHS plan will be funded with annual deposits as follows:**
Employees will have the cash value of all personal holiday hours unused as of December 31st deposited into the RHS plan.

ARTICLE 23: STANDBY PAY

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 24: UNIFORMS

The Employer shall provide a contribution for required uniform and equipment items, but the contribution is not to exceed \$900 per year for 2019 and 2020. Uniform balances may be carried over from year to year, not to exceed a one year amount. The Employer will reimburse Employees one-hundred percent (100%) of the cost of peace officer license renewal.

ARTICLE 25: EDUCATIONAL INCENTIVE

25.1 Effective January 1, 2011, the following terms and conditions are effective:

25.1.1 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 (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.

ARTICLE 26: FALSE ARREST

The Employer shall provide and pay all premiums due on False Arrest Insurance to cover all Employees covered by this Agreement.

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 this 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 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.

- 27.3 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 28: DURATION

Except as herein provided, this Agreement shall be effective as of January 1, 2023, except as herein noted, and shall continue in full force and effect until December 31, 2025 and thereafter until modified or amended by mutual agreement of the parties.

In witness whereof, the parties hereto have executed this Agreement on this _____ day of _____ 2023.

FOR THE CITY OF MAPLEWOOD:

FOR L.E.L.S.

Mayor

Business Agent

City Manager

Steward

Assistant City Manager/ Director of Human Resources

Steward

APPENDIX A

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, 2025

1.5% general wage increase effective June 28, 2025

Employees whose December 31, 2022 base wage exceeds the new Step G shall have their wage rate red circled. Said employees shall receive any general wage increase in a non-base lump sum. Employees whose December 31, 2022 base wage exceeds the new Step G by more than 10% are not eligible for a general wage increase or a non-base lump sum payment.

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 employee.

2. DEFERRED COMPENSATION

In addition to the hourly rates provided in Appendix A: Section 1, the city will contribute up to \$120 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 match such contribution and have the funds deposited in a city approved deferred compensation plan.

4. INVESTIGATIVE SERGEANT/ NON-PATROL POSITIONS DIFFERENTIAL

The Sergeant assigned by the Police Chief to Investigations or any non-patrol position shall receive a pay differential of six percent (6%). The differential will be based on the Step D.

APPENDIX B

2023 Sergeant Wage Appendix 1/1/2023

Grade	Step						
	A	B	C	D	E	F	G
12	\$45.90	\$47.74	\$49.65	\$51.64	\$53.70	\$55.85	\$58.09

2023 Sergeant Wage Appendix 7/1/2023

Grade	Step						
	A	B	C	D	E	F	G
12	\$46.36	\$48.22	\$50.15	\$52.16	\$54.24	\$56.41	\$58.67

2024 Sergeant Wage Appendix 1/1/2024

Grade	Step						
	A	B	C	D	E	F	G
12	\$47.06	\$48.94	\$50.90	\$52.94	\$55.05	\$57.26	\$59.55

2024 Sergeant Wage Appendix 6/29/2024

Grade	Step						
	A	B	C	D	E	F	G
12	\$47.77	\$49.67	\$51.66	\$53.73	\$55.88	\$58.12	\$60.44

2025 Sergeant Wage Appendix 1/1/2025

Grade	Step						
	A	B	C	D	E	F	G
12	\$48.49	\$50.42	\$52.43	\$54.54	\$56.72	\$58.99	\$61.35

2025 Sergeant Wage Appendix 6/28/2025

Grade	Step						
	A	B	C	D	E	F	G
12	\$49.22	\$51.18	\$53.22	\$55.36	\$57.57	\$59.87	\$62.27

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

Grade 12 **Sergeant**