

LABOR AGREEMENT

BETWEEN

THE CITY OF PLYMOUTH



AND



LAW ENFORCEMENT LABOR SERVICES, INC.
Local 18 (Police Officers)

JANUARY 1, 2024 - DECEMBER 31, 2025

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

ARTICLE I. DEFINITIONS..... 3

ARTICLE II. RECOGNITION..... 3

ARTICLE III. EMPLOYER RIGHTS 3

ARTICLE IV. NO STRIKE 4

ARTICLE V. SENIORITY 5

ARTICLE VI. WORK SCHEDULE 7

ARTICLE VII. PREMIUM PAY..... 8

ARTICLE VIII. DISCIPLINE..... 9

ARTICLE IX. GRIEVANCE PROCEDURE..... 9

ARTICLE X. HOLIDAYS 12

ARTICLE XI. VACATION 13

ARTICLE XII. DISABILITY LEAVE 13

ARTICLE XIII. EMERGENCY/FUNERAL LEAVE 19

ARTICLE XIV. INJURY ON DUTY LEAVE..... 19

ARTICLE XV. INSURANCE 20

ARTICLE XVI. CLOTHING ALLOWANCE..... 20

ARTICLE XVII. WAGES 21

ARTICLE XVIII. DURATION..... 22

ARTICLE I. DEFINITIONS

- 1.1 LELS: Law Enforcement Labor Services (Local 18).
- 1.2 EMPLOYEE: A member of Law Enforcement Labor Services (Local 18) who has completed the probationary period with the EMPLOYER and has been granted regular full-time employment status.
- 1.3 MEMBER: A member of LELS (Local 18) in the bargaining unit to which this contract applies.
- 1.4 EMPLOYER: The City Council of the City of Plymouth or its designee.
- 1.5 Days: Calendar days unless otherwise specified.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes LELS as the exclusive representative of an appropriate bargaining unit of city employees consisting of Police Officer and Investigator positions, excluding all Field Supervisor positions and other supervisory personnel, as defined in Minn. Stat. 179A.03, Subd. 17; confidential personnel as defined in Minn. Stat 179A.03, Subd. 4; part-time employees as defined in Minn. State. 179A.03, Subd. 14(e); temporary employees as defined in Minn. Stat. 179A.03, Subd. 14(f).

ARTICLE III. EMPLOYER RIGHTS

- 3.1 Except as explicitly limited by a specific provision of this Agreement, the EMPLOYER shall have the exclusive right to take any action it deems appropriate in the management of the city and the direction of the work force in accordance with its judgment. All inherent, statutory and common law management functions and prerogatives which the EMPLOYER has not expressly modified or restricted by specific provision of this Agreement are retained and vested exclusively with the EMPLOYER. The EMPLOYER shall have the sole and exclusive right to determine the functions and programs of the city, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In addition, the EMPLOYER specifically reserves the exclusive right in accordance with its judgment to: reprimand or otherwise discipline Employees; hire, promote, transfer, and assign Employees to work; determine the starting and quitting time and the number of hours and days to be worked; maintain the efficiency of Employees: close down buildings or any part thereof or expand, reduce, alter, combine, transfer or cease any job, department, operation or service; subcontract any work done by the Employees, control and regulate the use of equipment and other property of the EMPLOYER; determine the number, location and operation of buildings, and divisions and departments thereof, the assignment of work and the size and composition of the work force, make or change rules, policies, introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the city, direct the Employees and establish terms and conditions of employment, except as expressly modified or restricted by

specific provision of this Agreement. The EMPLOYER'S non exercise of any function in a particular way shall not be deemed a waiver of its right to exercise such function or to preclude the EMPLOYER from exercising the same in some other way not in conflict with the express provisions of this Agreement. LELS agrees that it shall not establish or attempt to enforce upon the EMPLOYER, or any Employee, any rule or regulation which would interfere with the recognized right of management to carry out the foregoing provisions.

- 3.2 Effect of Laws, Rules and Regulations. LELS recognizes that all Employees covered by this Agreement shall perform the services prescribed by the EMPLOYER and shall be governed by the laws of the State of Minnesota, and by EMPLOYER rules, regulations, directives and orders, issued by properly designated officials. LELS also recognizes the right, obligation and duty of the EMPLOYER and its duly designated officials to promulgate rules, regulations, directives and orders from time to time as deemed necessary by the EMPLOYER insofar as such rules, regulations, directives and orders do not conflict with the express terms of this Agreement.
- 3.3 Reservation of Management Rights. The enumeration of the rights and duties of the EMPLOYER in this Agreement shall not be deemed to exclude other inherent management rights and management functions not expressly reserved herein and all management rights and management functions not expressly delegated in this Agreement are reserved to the EMPLOYER.

ARTICLE IV. NO STRIKE

- 4.1 Strikes Prohibited. There shall be no strikes, stoppages, slowdowns, picketing or other interference with the operation of the EMPLOYER (all of which are referred to as "strikes"). A strike shall mean concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or the absence in whole or in part from the full, faithful and proper performance of the duties of employment. No officer or representative of LELS shall authorize, instigate, aid or condone any strike, and no Employee shall participate in any strike. The foregoing provisions shall not constitute grounds in which demand may be made for arbitration.

Penalties. Any Employee who violates the provisions of this Article shall have their employment terminated by the EMPLOYER effective the date the violation first occurs. Such termination shall be effective upon written notice served upon the Employee. An Employee who is absent from any portion of their work assignment without permission or who abstains wholly or in part from the full performance of their duties without permission from the EMPLOYER on the date or dates when a strike occurs is presumed to have engaged in a strike on such date or dates. Employees who violate the provisions of this Article may, subsequent to such violation be employed or re-employed but the Employee shall be on probation for two (2) years with respect to tenure of employment.

No Employee shall be entitled to any daily pay, wages or per diem for the days on which they engaged in a strike.

ARTICLE V. SENIORITY

For the purposes of this agreement, the following terms shall have the meanings provided below.

5.1 Definitions

"Service seniority:" a regular full-time Employee's length of continuous service with the EMPLOYER since the employee's last hiring date.

"Last hiring date:" shall mean the date upon which an Employee first reported for work at the direction of the EMPLOYER, since which the Employee has not resigned, retired, lost reinstatement rights from layoff, or been discharged. In the event two or more Employees are directed by the EMPLOYER to report to work on the same date, then and in that event, the seniority of those Employees will be based upon their respective rating on the eligibility list for employment from which they were selected for employment by the EMPLOYER. No time shall be deducted from an Employee's seniority date due to absences occasioned by authorized leaves or for layoffs.

"Classification seniority:" the total length of service within classification.

"Probationary Employee:" All new regular, full-time Employees shall be probationary Employees during the first twelve (12) months of their employment, and all promoted Employees shall be probationary Employees during the first six (6) months of their promotion to a higher-level classification in the bargaining unit. During the probationary period, the new Employee shall have no seniority status. The new employee shall receive evaluations pursuant to the Personnel Policy. At the conclusion of the probationary period, the Employee's name shall be added to the seniority list as of the hiring date.

"Layoff:" Except in those instances where senior Employees are not qualified to perform remaining work, seniority shall determine the order of Layoff at the sole discretion of the EMPLOYER.

5.2 Layoff

1. Layoff shall be by classification in inverse order of classification seniority. However, an Employee about to be laid off shall have the right to bump (displace) any Employee in a lower classification, provided that: 1) the EMPLOYER determines the Employee who is exercising bumping rights has previously held the position; 2) is adequately qualified as determined by the EMPLOYER to perform the duties of the classification into which they are bumping; and 3) they have greater seniority than the Employee who is to be bumped. Any part-time employees in the affected classification shall be laid off before any full-time employees.

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

2. Recall from layoff, shall be by classification seniority in inverse order of layoff, provided that, if an Employee does not return to work upon recall, as directed by the EMPLOYER, or on an extended date mutually acceptable to the Employee and EMPLOYER, they shall automatically have terminated their employment. The EMPLOYER shall issue written notice of recall from an indefinite layoff to affected Employees by certified mail/return receipt, providing at least fifteen calendar (15) days to return to work. Recall notification shall be sent to the Employee's last known address. An Employee's name shall be retained on the recall list for one (1) year, at which time all rights to recall shall terminate.
 3. The EMPLOYER shall not hire a new Employee in a classification where an Employee is laid off with the right of recall.
 4. For any layoff anticipated to last for over fourteen days, the EMPLOYER shall provide a fourteen day written notice of layoff to all affected employees.
 5. Voluntary Leaves Prior to Layoff. Prior to laying off an Employee, the EMPLOYER shall offer a voluntary leave of absence to other Employees in the affected classification to prevent the involuntary layoff of an Employee. The EMPLOYER may approve or deny any requested voluntary leave. An Employee on such leave shall continue to accrue only seniority as though the Employee was working. The leave shall be for a period not to exceed one (1) year from the effective date of the leave. An Employee on such leave shall be recalled to work pursuant to Section 5.2.2.
- 5.3 An Employee's seniority shall be terminated:
1. If the Employee resigns, retires, or is discharged for cause or is otherwise separated from employment.
 2. If, when recalled to work following a layoff, the Employee fails to report to work as directed by the EMPLOYER.
 3. If the Employee's rights to recall, following a layoff, expire.
- 5.4 In the event of a promotional job opening in the bargaining unit, an announcement shall be posted by bulletin for ten (10) days, giving employees of the department the opportunity to apply for the opening and those qualified shall be given first consideration. Where all qualifications are equal, the EMPLOYER shall give consideration to the most senior employee. However, the EMPLOYER shall, in no case, be required to employ such most senior employee. The EMPLOYER reserves the right to promote the most qualified employee whose qualifications the EMPLOYER shall determine. Each probationary employee shall receive at least one evaluation at the midpoint of their probationary period in accordance with the performance management system currently used by the EMPLOYER.

- 5.5 A regular employee promoted to a higher level sworn position shall retain rights to their previously held position during probation with no loss of seniority.

A regular employee promoted to a higher level sworn position who is demoted or voluntarily demotes after probation shall retain rights only to the seniority they earned as a member of the bargaining unit.

- 5.6 "Seniority lists." Within 30 days after the signing of this agreement, the EMPLOYER shall establish seniority lists as of the effective date of this agreement structured by each work classification and department service to include in order from highest - lowest seniority, all regular employees in the bargaining unit.

ARTICLE VI. WORK SCHEDULE

- 6.1 Work Schedule. The normal work shift shall be one period of eight/ten (8/10) or more consecutive hours within a twenty-four (24) hour period. The normal work week shall be the equivalent of forty (40) hours per week on an annualized basis. The work period shall be a twenty-eight (28) day period, beginning at midnight on January 1, 2005. Except as otherwise provided in this agreement, work schedules and lengths of shift shall be established by the EMPLOYER. Nothing contained herein shall be construed as a guarantee of a minimum or maximum number of hours the EMPLOYER may assign Employees.
- 6.2 The EMPLOYER is responsible to ensure that the shift schedule throughout the work year equals 2080 hours. It is understood that the Employee shall continue to have the opportunity to discharge this obligation through the Employee's participation in departmental training activities outside of the Employee's normal working hours. Employees who participate in the Employer's wellness event may charge up to two (2) hours against their obligation. All hours remaining which are not charged to training shall be assigned to the Employee by the police chief for regular police duties. The police chief shall maintain individual time records for each Employee to ensure that the intent of this section is met.
- 6.3 Service to the public may require the establishment of regular shifts for some Employees on a daily, weekly, seasonal, or annual basis of other than the normal shift. The EMPLOYER will give 24 hours advance notice to the Employees affected by the establishment of such workdays.
- 6.4 In the event that work is required because of unusual circumstances such as (but not limited to) fire, flood, snow, sleet, or breakdown of municipal equipment or facilities, no advance notice need be given.
- 6.5 Senior qualified employees shall have shift preference after twelve (12) months employment. Shift periods shall occur three times per year. Employees must bid on

a shift other than their first preference at least once every other year until the employee reaches fifteen years of service. Shift start times and length shall be defined by the Employer and posted prior to the next year's shift pick. Shift preference for the three trimesters must be selected by 00:01 A.M., December 1st of the previous year.

- 6.6 Relief Periods. Two relief periods not to exceed fifteen (15) minutes are allowed on each Employee's shift. One relief period is to be taken during the first half of the shift and the second relief period to be taken during the second half of the shift.
- 6.7 Meal Period. Each Employee shall be allowed one (1) thirty (30) minute meal period normally to be taken at the midpoint of the scheduled work shift.

ARTICLE VII. PREMIUM PAY

- 7.1 Overtime. Employees who work in excess of the established shift hours shall be compensated at one and one-half (1-1/2) times the employee's regular base pay rate for hours in excess of the established shift hours. A scheduled change of shifts within a 24hour period when moving from one rotation cycle to another does not qualify for overtime.
- 7.2 Employees may be assigned to work overtime at the discretion of the EMPLOYER. Employees shall be required to work overtime unless excused by the EMPLOYER. Employees who refuse to work overtime may be subject to disciplinary action.
- 7.3 Call Back Pay. An Employee called back to work at a time other than their normal scheduled shift shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times the Employee's regular base pay rate. Reporting early for a shift or an extension of a shift for call back does not qualify for this minimum.
- 7.4 Standby and Court Pay. Off duty Employees shall be compensated at one (1) hour's pay for each hour on call or standby. Employees placed on standby or on call shall receive a minimum of two (2) hours pay. Time on a pager status shall be considered standby. The employee shall receive the minimum pay unless notified by 1630 hours on the day previous to the scheduled court day that he/she is not required to appear.
- 7.5 Employees that are required to testify in court during off duty hours shall receive a minimum of three (3) hours' pay at time and one-half of their regular base hourly rate. The employee shall receive the minimum pay unless notified by 1630 hours on the day previous to the scheduled court day that they are not required to appear. Reporting early for a shift or an extension of a shift for court duty does not qualify for this minimum.

- 7.6 FTO Pay. Employees assigned to serve as a field training officer shall be compensated with three (3) hours of straight comp time per full regular shift served. If an employee has reached their comp time limit, compensation will be provided as straight time pay.
- 7.7 Compensatory Time Off. Compensatory time off may be accrued in lieu of overtime to a maximum credit limit of 60 hours. Employees may request a cash payout of up to forty hours of compensatory time off. This payout will occur on the fourteenth pay period of the year. In addition, all compensatory time off hours remaining in an employee's bank at year end will be paid in cash as taxable income on the last day of the last pay period of the year.

ARTICLE VIII. DISCIPLINE

- 8.1 New Employees and Employees who have been rehired shall be on a twelve (12) month probationary period and may be disciplined or discharged by the EMPLOYER in its sole and exclusive discretion at any time during such twelve (12) months' probationary period. Employees who have completed the probationary period may be disciplined, suspended or discharged for cause.
- 8.2 Discipline may be in one or more of the following forms:
1. Oral reprimand;
 2. Written reprimand;
 3. Suspension;
 4. Demotion; or
 5. Discharge.
- 8.3 Notices of suspension, demotions, and discharges will be in written form and will state the reasons for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted. LELS shall be provided with a copy of each such notice.
- 8.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 8.5 Grievances relating to this Article may be initiated by LELS or an Employee under the terms of the Grievance Procedure. The Employee shall notify LELS if the grievance goes to the Second Step.

ARTICLE IX. GRIEVANCE PROCEDURE

Definitions

- 9.1 A "grievance" is a written claim or complaint by LELS or an Employee over the interpretation or application of the express terms of this Agreement.

9.2 Unless specifically stated otherwise, “days” shall mean “calendar days” throughout this Article.

9.3 General Requirements

9.3.1 If any Employee does not file a grievance in writing within twenty-one (21) days after the Employee knew or should have known the act or condition on which the grievance is based, then the grievance shall be deemed to have been waived and the Employee shall not have recourse to this grievance procedure.

9.3.2 The number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by mutual agreement in writing.

9.3.3. All decisions rendered shall be in writing, dated, and shall set forth the decision and reason for the decision and be transmitted promptly to LELS and to the EMPLOYER.

9.3.4 All grievances shall be presented in writing and contain the following elements:

- A. Name of the aggrieved Employee.
- B. Reference to the specific portion of the Agreement at issue in the grievance.
- C. The nature of the grievance, when it took place, and the informal actions taken in an attempt to resolve it.
- D. Requested action of the EMPLOYER to resolve the grievance.

9.3.5 Any grievance arising from a decision or interpretation of the provisions of this Agreement made at a given level cannot be grieved at a lower level. In the event a grievance is not appealed to the next step within the specified time limits or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer.

9.4 Procedure

9.4.1. A grievance shall first be presented to the Employee's immediate supervising sergeant, or a designated representative. Within ten (10) days after receipt of the grievance, the sergeant shall meet with the aggrieved Employee to resolve the grievance. Within ten (10) days after such meeting, the sergeant shall make a decision and communicate the same to the aggrieved Employee.

9.4.2. If an Employee is not satisfied with the disposition of the grievance by the sergeant, the aggrieved Employee after notifying LELS may within ten (10) days after receipt of the disposition of the grievance submit the grievance to the captain. The captain shall meet with the aggrieved Employee and within ten

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

(10) days after such meeting, the captain shall make a decision and communicate the same to the aggrieved Employee and LELS.

9.4.3. If LELS is not satisfied with the disposition of the grievance by the captain, the Union may within ten (10) days after receipt of the disposition of the grievance submit the grievance to the chief. The chief shall meet with LELS and within ten (10) days after such meeting, the chief shall make a decision and communicate the same to LELS.

9.4.4. If LELS is not satisfied with the disposition of the grievance by the chief, LELS may within ten (10) days after receipt of the disposition of the grievance submit the grievance to the city manager. The city manager shall meet with LELS and within ten (10) days after such meeting, the city manager shall make a decision and communicate the same to LELS.

9.5 If the grievance is not resolved at Step 4 with the city manager, the EMPLOYER or LELS by mutual agreement may submit the matter to mediation. Submitting the grievance to mediation preserves timelines for the arbitration of the grievance as set forth below.

9.6 If the grievance is not settled in accordance with the foregoing procedure, the union may appeal the matter to arbitration within ten (10) days after the city manager's Step 4 response. The selection of the arbitrator shall be made in accordance with Minn. R. 5510.5170 Subpart 2B except for grievance arbitration for written disciplinary action discharge or termination which shall utilize the arbitrator selection procedures established in Minnesota Statute 626.892.

9.7 The arbitrator shall be empowered, except as limited below, to make a final and binding decision in cases of alleged violation of rights expressly accorded by this Agreement. Limitations on the power of the arbitrator are as follows:

1. They shall have no power to add to or subtract from or modify any of the terms of this Agreement.
2. They shall have no power to establish or change wage rates or establish any fringe benefits.
3. They shall have no power to decide any question, which, under this Agreement, is within the right of management to decide.
4. In no case, shall the EMPLOYER be required to pay back wages for more than two years from the date upon which the grievance regarding such issue of back wages is brought to the attention of the EMPLOYER in the form of a grievance.

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

- 9.8 All fees and expenses of the arbitrator shall be shared equally by the EMPLOYER paying one-half (1/2) of such fees and expenses and the Employee or LELS paying one-half (1/2). Each party to the arbitration procedure shall be responsible for compensating its own representatives and spokespersons and all expenses incurred in preparing and presenting its arbitration case.
- 9.9 The arbitrator shall have no right to require the EMPLOYER, LELS, or any Employee to perform any act contrary to law or contrary to the provisions of this Agreement.
- 9.10 Employees who are subject to a veterans' preference hearing must elect to have either a veteran's preference hearing or a hearing before an arbitrator following the disposition of a grievance by the city manager. In no event shall such an employee be entitled to both a hearing under veterans' preference laws and final and binding arbitration as provided for in this agreement.

ARTICLE X. HOLIDAYS

- 10.1 Employees shall receive ninety-six (96) hours of holiday leave per year as follows: 1) Employees assigned to other than a forty (40) hour week receive ninety-six (96) hours as an offset to their total 2080 hours of work. 2) Employees assigned to a forty (40) hour work week receive twelve (12) recognized holidays.
- 10.2 Eight (8) hours of holiday leave shall be granted to eligible Employees for each of the following twelve holidays: New Year's Day, Martin Luther King's Birthday, President's Day; Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Holiday (Thanksgiving Thursday and Friday), Christmas Eve and Christmas Day. The EMPLOYER shall issue a list of these twelve recognized holidays and the dates on which they will be observed in December of the year prior to when the holidays will be observed.
- 10.3 Employees who are not normally scheduled to work holidays will receive two times base pay when they are assigned to work on official holidays, as outlined in Section 10.5 of this labor agreement. This provision does not apply when an employee switches shifts with an employee who is scheduled to work the holiday.
- 10.4 Floating holidays (16 hours) formerly provided under this article are now reflected in the vacation leave accrual.
- 10.5 Employees normally scheduled to work the following holidays shall receive pay at one and one-half (1-1/2) times the Employee's regular base pay rate for the assigned shift hours and two (2) times the Employee's regular base rate for any additional hours actually worked during the below listed periods:
1. New Year's 4:00 p.m. December 31 until 4:00 p.m. January 1
 2. Martin Luther King Day

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving
11. Christmas 4:00 p.m. December 24 until Midnight December 26

ARTICLE XI. VACATION

11.1 Vacation leave is authorized absence from duty, with pay, earned by all regular full-time Employees in accordance with the following schedule:

<u>Years of Employment</u>	<u>Leave Accrued Per Year in Hours</u>
During 0 - 5	100
During 6 -10	140
After 10	148
After 11	156
After 12	164
After 13	172
After 14	180
After 15+	191

- 11.2 Regular full time employees shall be permitted to accumulate a maximum credit of 300 hours of vacation or two times the annual accrual, whichever is greater. Employees shall use vacation leave in amounts of not less than one (1) hour.
- 11.3 The EMPLOYER will recognize the employee's service seniority as the primary factor when authorizing vacation leave.
- 11.4 Health Care Savings Plan Arrangement. Members of the bargaining unit are eligible to participate in the health care savings arrangement for retiring employees as described in the Personnel Policy.

ARTICLE XII. DISABILITY LEAVE

12.1 Overview: This policy provides income continuation to eligible employees through a combination of short-term, mid-term and long-term disability coverages:

Short term disability is credited annually on January 1 to each regular employee at a rate of 6 days (48 hours), 8 days (64 hours), or 10 days (80 hours) based upon length of service to provide income continuation to the employee for illness or

injuries which result in a work absence from one (hour) to two full workdays in duration.

Mid-term disability coverage for income continuation commencing on the third consecutive workday absent and is credited to an employee at the rate of 15 days (120 hours) following six months employment. Thereafter, on January 1 of each year, the employee is credited with additional mid-term coverage hours based upon the number of unused short-term hours remaining on December 31 of the preceding year multiplied times two.

Long term disability is provided through an insurance policy which currently provides for following 180 calendar days of disability at 66-2/3% of the employee's monthly income, not to exceed \$6,000 per month.

12.2 Definitions: For the purposes of the disability policy, the following terms shall have the meanings provided below.

1. "Anniversary Date" shall mean the date upon which an employee first reported for full-time work at the direction of the city, since which time the employee has not resigned, retired or been discharged.
2. Disability" means a state of incapacity due to personal illness, or accidental bodily injury to a full-time employee except for illness or accidental bodily injury incurred while self-employed or employed by other than the city, which requires the regular and personal attendance of a licensed physician and/or which prevents an employee from performing substantially all of the duties of a position for which the employee is reasonably qualified by training, education or experience. The term "disability" also applies if the employee's minor child (under 18 years or under 20 years if attending secondary school) requires care from the employee due to the child's illness. The term "disability" also applies if the employee's adult child, spouse, sibling, parent, grandparent or stepparent requires care due to illness or injury. In these situations, the employee may use a combined total of up to 160 hours annually to care for these family members. In addition, the term "disability" applies if a covered employee must attend a doctor's appointment.
3. "Midterm disability" may be further defined as authorized leave following the birth or adoption of a child. In order to be eligible an employee must give at least a three week notice of their intention to use such leave. They must also use an equal amount of vacation or comp time, on an hour for hour basis, in order to qualify for the use of mid-term disability leave. No more than three weeks (120 hours) of mid-term disability leave may be used for this purpose. The 120 hours of mid-term disability leave must be used within 26 weeks of the birth or adoption of the child.

4. "Short and Mid Term Disability leave" is authorized absence from duty with pay granted regular full-time employees who have successfully completed six (6) months of employment with the city and who become disabled. Disability leave is not a right which an employee may use at the employee's discretion. Disability leave shall be allowed by the supervisor and the city manager only in the case of verified necessity and actual need. The purpose of any disability leave is to provide income continuation during that period of time when the employee is unable to perform substantially all of the duties of a position for which the employee is qualified by training, education or experience due to personal illness or accidental bodily injury.

12.3 Disability Leave Benefits:

1. Short Term Coverage: For continuous disability absences involving a minimum of one hour to a maximum of two full workdays, a short-term coverage program is available to full time employees.
2. Mid-term Coverage: For disability absences commencing on the third consecutive lost workday and beyond subject to the employee mid-term balance and the usage/accrual maximum.
3. Crediting Short and Mid-term Coverage: Short and mid-term coverage are credited based upon the following:

<u>Employee Length of Service</u>	<u>Short-Term Coverage</u>	<u>Mid-Term Coverage</u>
Following completion of the initial six months employment	6 days (48 hours)	15 days (120 hours)
Each January 1st following completion of the initial probationary period through five years of service	6 days (48 hours)	Two times the unused short-term coverage of the preceding year credited to the existing mid-term balance.
*Each January 1st after the fifth year of service through the tenth year of service.	8 days (64 hours)	Two times the unused short-term coverage for the preceding year credited to the existing mid-term balance.

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

Each January 1st after the tenth year of service subject to the usage accrual cap.	10 days (80 hours)	Two times the unused short-term coverage for the preceding year credited to the existing mid-term balance.
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*Example: An employee with a hire date of February 23, 2000 will receive adjustments according the following schedule: 1/1/06—64 hours; 1/1/11—80 hours.

4. Short-term coverage is available for use for disabilities as defined in this section and the employee's balance shall be reduced for any full or partial days used.
5. Mid-term coverage is available for use for disabilities as defined in this section commencing the third consecutive workday of disability until 180 calendar days has elapsed or the employee's balance is exhausted. Each employees' mid-term coverage balance is reduced by full day(s) or one-half day(s) as appropriate for each usage.
6. If the employee uses all short-term coverage before the end of the year in which credited, they may use vacation or leave of absence without pay with the supervisor's approval for disability absences of two consecutive days or less.
7. An employee may use vacation or leave without pay for absences up to 8 consecutive days eligible for mid-term coverage with or without a remaining balance with the supervisor's prior approval. Requests for leave of absence without pay in excess of 8 days requires prior city manager approval. Such substitutions shall be documented on the Personnel Action Form to confirm use of vacation, floating holiday or leave of absence without pay for disability purposes.

12.4 Short- and Mid-Term Coverage Maximum Usage Accrual. The maximum number of work days for which an employee may receive paid short-term and/or mid-term disability benefits under this policy during the employee's career with the city shall be 300 eight-hour work days or 2400 hours. An employee shall not be provided benefits beyond the amount of their balance. Upon reaching this maximum, the employee will no longer be eligible to receive paid disability benefits under this section.

12.5 Administration of Short and Mid-Term Coverage: This policy shall be administered by the employee's supervisor. The procedures set forth below will be followed in administering the policy:

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

1. The disability benefits provided by this policy, including such other benefits as the employee may be entitled to receive such as, but not limited to, Worker's Compensation or personal injury protection coverage, shall not exceed the employee's regular straight time earnings as of the initial date of disability.
2. Disability benefits shall be calculated at the employee's regular straight time earning rate as of the date the disability leave originally commenced. In no instance shall an employee receive disability leave benefits under the provisions of this policy in excess of the employee's normal weekly compensation less federal and state income taxes.
3. To be eligible to receive disability leave benefits, an employee shall inform the immediate supervisor not later than 30 minutes after the time the employee was scheduled to begin work or as provided by departmental rules. Employees are responsible for keeping the supervisor advised on at least a weekly basis of their disability status to remain eligible for paid benefits.
4. The city shall reserve the right to have its own physician examine the employee periodically to render an opinion dispositive on whether the employee is able to return to productive work with the city. If, in the city's sole judgment, an employee is deemed to be able to resume productive work for the city, the employee shall be directed to report to an appropriate work assignment. If the employee fails to report for work as directed, paid benefits shall be terminated upon recommendation of the supervisor and approval of the city manager.
5. When an employee requests any disability leave benefits, a physician's statement may be required by the supervisor upon the employee's return to work and before payment of benefits. The physician's statement must indicate the nature and length of the disability, any restrictions which the disability places upon the employee's ability to perform the work of the position and attest to the employee's ability to return to work. An employee who has been asked by the supervisor to provide such a statement shall not be allowed to receive benefits until complying with this provision. In the event the period of disability exceeds four (4) days, the employee will be responsible for submitting a physician's statement acceptable to the supervisor prior to receiving benefits under this program. Upon returning to work, the employee shall complete and submit to the supervisor the prescribed personnel action form stating the nature and duration of the disability for which benefits are requested. The city manager may waive the provision of this section at their sole discretion.

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

6. An employee who makes a false claim of disability leave shall be subject to disciplinary measures, including discharge, which in the opinion of the supervisor and/or city manager is justified by the circumstances involved.
7. While receiving paid benefits under this section the employee will continue to accrue vacation leave and receive city contributions to retirement and insurance programs sponsored by the city in which the employee participates. Holiday pay will be administered in accordance with Article X.
8. Short-term and mid-term coverage balances shall not be converted to any other form, i.e., cash, vacation, or any other thing of value at any time for any purpose for any employee.

12.6 If the use demonstrates an absence pattern or excessive use and/or abuse, further use may be disallowed or the employee may be subject to discipline.

1. The decision to grant or deny paid disability benefits shall be made by the employee's supervisor subject to the approval of the city manager. If the request is denied, the employee may discuss the matter with the supervisor and the city manager. Following such meeting, the city manager shall reevaluate the employee's request and make a decision on the request. The decision of the city manager following such meeting shall be final.

12.7 Eligibility for Long-Term Disability. Long-term disability leave is authorized absence from duty with pay granted full-time employees of the city. Long-term disability benefits shall be available to eligible full-time employees based exclusively upon the terms and conditions contained in the contract with the city and its long-term disability insurer. The terms and benefits under the program are subject to change from time to time. A complete copy of the contract dealing with the terms and conditions for the long-term disability benefits program shall be on file with the Finance Department and shall be available for review by employees.

12.8 Benefits. The current issued long-term disability program provides for the following benefits.

1. Elimination Period. Benefits are payable commencing with the 181st calendar day of disability.
2. The eligible employee shall receive 66-2/3% of the employee's regular straight time compensation as of the date the disability commenced, not

to exceed \$6,000 per month, subject to coordination with any and all other disability benefits whether provided by the city or another public agency.

3. When on approved paid long-term disability leave the employee shall not receive city contributions to retirement and insurance programs considered as time in active service unless this paragraph is specifically waived by the city manager.
4. All employees of the unit eligible for long-term disability insurance coverage shall pay, through payroll deduction, the full cost of such coverage.

ARTICLE XIII. EMERGENCY/FUNERAL LEAVE

13.1 Emergency/funeral leave may be granted to regular full-time city employees by the employee's immediate supervisor. To be eligible for emergency/funeral leave an employee must furnish adequate proof that a death has occurred within the employee's immediate family or that a member of the immediate family suffers from a debilitating personal illness or accidental bodily injury such that their physical care requires the continuous presence of the employee.

The term "immediate family" shall include the spouse, adult child, mother, father, brother, sister of the employee, or grandmother or grandfather of the employee or spouse, mother-in-law or father-in-law. Relatives of the employees other than those above-listed shall not be considered members of the immediate family for the purposes of this policy, except that an employee may receive funeral leave benefits in the event of the death of his/her child.

13.2 Paid emergency/funeral leave may be granted for one, two or three workdays where the supervisor concludes such leave is warranted provided that not more than three shifts of paid emergency leave per calendar year, to be accrued on January 1 of each year, shall be allowed. The immediate supervisor shall grant or deny such requests and maintain records of emergency leave granted.

ARTICLE XIV. INJURY ON DUTY LEAVE

14.1 In those cases where an Employee is injured on duty through no misconduct of the Employee's own and while safely performing assigned duties, the Employee shall be eligible for Injury On Duty Leave. The Employee must report the injury within twenty-four (24) hours of its occurrence to qualify for such leave. The city manager shall review each case and make a determination based on the foregoing criteria and shall make a final and binding determination on the Employee's eligibility for such leave.

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

- 14.2 No Employee shall be granted Injury On Duty Leave until the Employee has been absent from duty for a period of forty (40) hours. If an employee is hospitalized for more than 48 hours immediately following an injury, the forty (40) hour waiting period shall be waived. During this period the Employee shall be required to utilize their disability leave as provided in Article 12.
- 14.3 If an Employee is found to be eligible for Injury On Duty Leave, in accordance with the provisions of Section 14.1 and 14.2 above, they shall receive supplementary payments from the EMPLOYER equal to the difference between the total amount of all other injury related benefits and their normal rate of pay. Such supplementary payments shall not continue for more than one-hundred and five (105) consecutive calendar days and shall not be charged against the Employee's disability leave.
- 14.4 Injury On Duty Leave shall extend for a maximum of one-hundred and five (105) consecutive calendar days. The EMPLOYER may require the injured Employee to be examined by a physician or consultant selected by the EMPLOYER in order to determine whether the Employee is able to return to work pursuant to the provisions of 14.5 below:
- 14.5 Injury On Duty Leave shall be terminated by the EMPLOYER at such time as:
1. The Employee is able to return to work;
 2. A duly qualified physician determines that the Employee is able to perform duties for the EMPLOYER for which the Employee is or may reasonably become qualified to perform by experience, education or training.

ARTICLE XV. INSURANCE

- 15.1. For 2024 and 2025, employees are eligible for employer sponsored group health, dental, life and disability programs, and the employer contribution shall be set at the same rate as provided to other non-exempt employees of the City of Plymouth. If 2025 plans reflect an aggregate decrease in benefits, the union and city agree to meet and confer.

ARTICLE XVI. CLOTHING ALLOWANCE

- 16.1 On January 1 and July 1 of each year of this contract, regular employees who have successfully completed the probationary period shall be paid the following allowances:
- January 1: 550.00; July 1: 550.00 (\$1,100 total)

This allowance is for the purchase, maintenance, repair and replacement of uniforms and equipment provided by the Employee and for the civilian clothing for those Employees assigned to work in plain clothes. The EMPLOYER shall provide uniformed Employees with the following items: badge, cap badge, collar brass, shoulder patches, helmet, mace and mace holder.

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

The EMPLOYER shall pay selected vendor(s) up to \$1,500 onetime for an initial uniform issue for new hires.

- Uniform items are determined by the police chief.
- All items are returned to the city after separation.

16.2 In the event the Employer mandates a uniform change, the Employer will give employees one year from the date of notice before full compliance with the change is required. If the Employer chooses to effect the change with less than one year’s notice the Employer shall reimburse employees for receipted costs to comply. A change mandated by state or Federal law will not be reimbursed.

ARTICLE XVII. WAGES

17.1 Step merit wage increases shall not be considered automatic, rather shall be dependent upon the recommendation of the Employee's immediate supervisor, the police chief, and approved by the city manager. Such merit increases shall normally be considered annually at the Employee's anniversary date and be made effective on the pay period nearest the Employee's anniversary date which shall be considered the Employee's date of last hiring.

17.2 It is understood that the wage rates established pursuant to this Agreement have been arrived at between the parties recognizing the fact that no special supplemental forms of compensation, such as longevity pay or educational incentive pay, are provided Employees. The parties recognize that the base wage provided for in this Agreement is a more equitable way of compensating Employees than through the use of special supplemental forms of compensation, such as longevity pay or educational incentive pay, and the wage rates established hereby recognize this understanding.

17.3 Employees shall be compensated according to the following hourly rates, based on a 2080-hour year:

PP1 2024:								
	Entry	6 mo	1 year	2 years	3 years	4 years	9 years	12 years
Police Officer	\$38.34	\$39.87	\$41.27	\$43.88	\$46.20	\$48.93	\$51.16	\$52.91
Investigator				\$46.04	\$48.38	\$51.09	\$53.32	\$55.11
PP1 2025:								
Police Officer	\$40.25	\$41.86	\$43.33	\$46.07	\$48.51	\$51.38	\$53.71	\$55.55
Investigator				\$48.34	\$50.80	\$53.64	\$55.99	\$57.87

Promoted investigators shall be hired into the step which represents their current years of service and shall be eligible for step advancement at the same time they would be if they had not been promoted. Nothing in this section shall preclude the employer from negotiating a higher entry-level wage if the employer determines that a new hire’s

relevant experience and education permit such higher rate. Step advancement requires satisfactory or better performance as determined by the chief of police.

- 17.4 Employees assigned in writing by the employer to serve in a temporary, rotating capacity in the assignments of school resource officer (SRO) or special investigations unit (SIU) shall receive supplemental pay in the amount of \$1.00 per hour added to the employee's base pay for the duration of the assignment.

Employees assigned in writing by the employer to serve in a temporary, rotating capacity in the assignment of investigations officer shall receive supplemental pay in the amount of \$2.00 per hour added to the employee's base pay for the duration of the assignment.

This article does not in any way infringe upon the employer's unilateral right to determine and make assignments or re-assignments of employees. The decisions of issuance or denial of supplemental pay may be grieved but not arbitrated.

ARTICLE XVIII. DURATION

- 18.1 Term of Contract. This contract shall become effective as of January 1, 2024, and shall continue in full force and effect to and including December 31, 2025.

- 18.2 Effect of Contract. 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 contract, are hereby superseded.

- 18.3 Termination or Modification. Either party desiring to terminate or modify this contract must notify the other party. A notice of desire to modify this contract shall set forth specifically all proposed modifications sought by the party.

Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

- 18.4 Negotiations During Term. The parties mutually acknowledge that during the negotiations which resulted in this contract, each had the opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this contract. For the duration of this contract, the EMPLOYER and LELS each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this contract, even though such matters 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.

2024-2025 City of Plymouth/LELS Police Officer Labor Agreement

18.5 Full Agreement. The EMPLOYER and LELS agree that this Agreement contains all of the terms and conditions of employment which have been arrived at the that the EMPLOYER shall not be obligated to provide or maintain any terms and conditions of employment not provided herein.

IN WITNESS WHEREOF, the parties have executed this contract as follows:

LAW ENFORCEMENT LABOR
SERVICES, INC. LOCAL 18 (Police Officers)

Doug Henning

[Signature]

Matt Gliniany
Matt Gliniany (Dec 15, 2023 11:28 CST)

CITY OF PLYMOUTH

[Signature]
Jeffry Wosje (Dec 13, 2023 16:10 CST)

MAYOR

[Signature]

CITY MANAGER

MEMORANDUM OF UNDERSTANDING

AGREEMENT made this 1st day of January 2024, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“City” or “Plymouth”) and **LAW ENFORCEMENT LABOR SERVICES, INC.** (“LELS”), **Local 18** (POLICE OFFICERS).

RECITALS

- A. The terms and conditions of the use of disability leave is governed by a labor agreement between the City and LELS (“Labor Agreement”).
- B. The parties wish to clarify the definition and application of intermittent mid-term disability leave (MTD).

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:


- 1. Intermittent mid-term disability leave is defined as using MTD over non-consecutive days:
 - a. For FMLA approved events as determined by Human Resources, or
 - b. In the case of an accepted workers’ compensation claim, to attend mandatory department training to maintain credentials.
- 2. For each instance of requested intermittent mid-term disability leave, an employee must first use two consecutive full workdays of short-term disability leave.
- 3. All other provisions of Article XII Disability Leave will apply normally.
- 4. This Memorandum of Understanding will sunset at 11:59 PM on December 31, 2025.

CITY OF PLYMOUTH

By: 
Dave Callister, City Manager

Dated: Dec 13, 2023

LELS, INC. LOCAL 18 – Police Officers

By: 
Doug Henning, Business Agent

Dated: Dec 14, 2023

MEMORANDUM OF UNDERSTANDING

AGREEMENT made this 1st day of January 2024, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“City” or “Plymouth”) and **LAW ENFORCEMENT LABOR SERVICES, INC.** (“LELS”), **Local 18** (POLICE OFFICERS).

RECITALS


- A. The terms and conditions of insurance are governed by a labor agreement between the City and LELS (“Labor Agreement”).
- B. The City has suspended the School Resource Officer assignment after a change to state law which creates uncertainties and liability questions for the department.
- C. The parties wish to enter into an alternative agreement for officers assigned to perform supplemental duties relating to juveniles.
- D. Patrol officers serving in a juvenile officer assignment shall function as the law enforcement presence responsible for responding to and investigating incidents that occur in local schools.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Effective January 1, 2024, employees assigned in writing by the employer to serve in a temporary capacity in the assignment of juvenile officer shall receive supplemental pay in the amount of \$1.00 per hour added to the employee’s base pay. This MOU does not in any way infringe upon the employer’s unilateral right to determine and make assignments or re-assignments of employees. The decisions of issuance or denial of supplemental pay may be grieved but not arbitrated.


This MOU will sunset on 12/31/2025 at 11:59 pm or upon the city ending the juvenile officer assignment, whichever occurs first.

CITY OF PLYMOUTH

By: 
Dave Callister, City Manager

Dated: Dec 13, 2023

LELS, INC. LOCAL 18 – Police Officers

By: 
Doug Henning, Business Agent

Dated: Dec 14, 2023