

**LABOR AGREEMENT BETWEEN**

**THE CITY OF PLYMOUTH**

**AND**

**LAW ENFORCEMENT LABOR SERVICES, INC.  
(Sergeants)**

**JANUARY 1, 2021 THROUGH DECEMBER 31, 2023**

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**ARTICLE I. DEFINITIONS**

- 1.1 LELS: Law Enforcement Labor Services.
- 1.2 Employee: A member of Law Enforcement Labor Services, who has completed the probationary period as a police sergeant with the EMPLOYER and has been granted regular employment status.
- 1.3 Member: A member of LELS in the bargaining unit to which this contract applies.
- 1.4 Employer: The City of Plymouth.

**ARTICLE II. RECOGNITION**

- 2.1 The EMPLOYER recognizes LELS as the exclusive representative of an appropriate bargaining unit of City employees consisting of Police Sergeants excluding other supervisory personnel, as defined in Minn. Stat. 179A.03, Subd. 17; and confidential personnel as defined in Minn. Stat. 179A.03, Subd. 4.

**ARTICLE III. EMPLOYER RIGHTS**

- 3.1 The EMPLOYER retains 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, reprimand or otherwise discipline Employees, hire, promote, transfer, and assign Employees to work; determine 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 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 to perform any inherent managerial function not specifically limited by this Agreement. The EMPLOYER'S non-exercise of its rights in a particular way shall not be deemed a waiver of its rights to exercise such rights or to preclude the EMPLOYER from exercising the same in some other way not in conflict with this Agreement.
- 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 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. SENIORITY**

- 4.1 Seniority shall be defined as a regular full-time Employee's length of continuous service within the bargaining unit. "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 quit, retired, been transferred outside the bargaining unit 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 any authorized leaves or for layoffs.
- 4.2 All new regular, full-time Employees shall be probationary Employees during the first twelve (12) months of their employment. During the probationary period, the new Employee shall have no seniority status. At the conclusion of the probationary period, the Employee's name shall be added to the seniority list as of the hiring date.
- 4.3 In the event of a layoff due to lack of work, regular Employees with the least seniority shall be the first to be laid off. The EMPLOYER shall give the affected Employee not less than two (2) weeks advance written notice of layoff. In the event of rehire, the last Employee laid off shall be the first to be rehired provided he/she is the most qualified individual for the position as determined by the EMPLOYER.
- 4.4 An Employee's seniority shall be terminated:
- (a) If the Employee quits, retires or is transferred outside the bargaining unit or is discharged for cause.
  - (b) If, when recalled to work following a layoff, the Employee fails to report to work as directed by the EMPLOYER.

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- 4.5 An employee who has been promoted within the department may retain his/her seniority if he/she does not complete the probationary period for the higher position but is otherwise in good standing with the department.

### ARTICLE V. WORK SCHEDULE

- 5.1 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 December 22, 2001. 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.
- 5.2 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.
- 5.3 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 advance notice to the Employees affected by the establishment of such workdays.
- 5.4 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.
- 5.5 Relief Periods. Two relief periods not to exceed fifteen (15) minutes each 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.
- 5.6 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 VI. PREMIUM PAY**

- 6.1 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 24-hour period when moving from one rotation cycle to another does not qualify for overtime.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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 he/she is not required to appear. Reporting early for a shift or an extension of a shift for court duty does not qualify for this minimum.
- 6.6 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 annually. Payouts may 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 VII. DISCIPLINE**

- 7.1 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. The EMPLOYER shall give written notice of suspension or

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discharge. Grievances under this section may be processed in accordance with the grievance procedure.

7.2 Discipline may be in one or more of the following forms:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension;
- (d) Demotion; or
- (e) Discharge.

7.3 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.

7.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.

7.5 Grievances relating to this Article may be initiated by LELS in Section 9.3 of the Grievance Procedure.

### **ARTICLE VIII. GRIEVANCE PROCEDURE**

8.1 Definition: A "grievance" is a dispute or disagreement over the interpretation or application of the specific terms and conditions of this Agreement.

8.2 Union Representatives: The EMPLOYER will recognize a representative designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union will notify the EMPLOYER in writing of the names of those designated to serve as Union Representatives.

8.3 Processing of a Grievance: It is recognized and accepted by the Union and the EMPLOYER the processing of grievances is limited by the job duties and responsibilities of the employees and will therefore be accomplished during normal working hours when consistent with such employees' duties and responsibilities. The aggrieved employee and the Union Representative will be released from work, without loss of pay, to attend meetings or hearings pursuant to this Article provided the employee and the Union Representative have notified and received the approval of the EMPLOYER who has

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determined such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

8.4 Waiver: If a grievance is not presented within the time limits set forth below, it will be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the EMPLOYER’S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the Union.

8.5 Procedure: Grievances, as defined by Article 8.1, will be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement will, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee’s immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

If the Employee is not satisfied with the supervisor’s response, the Employee shall commit the grievance to writing and submit it to the employee’s immediate supervisor within ten (10) calendar days after receipt of the supervisor’s verbal response. The supervisor shall respond to the written submission within ten (10) calendar days after receipt.

If an Employee is not satisfied with the disposition of the grievance, at Step 1 the Union may within ten (10) calendar days after receipt of the disposition of the grievance submit the grievance to the Police Chief. Such grievance will 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, and the remedy requested.

Step 2. If appealed, the written grievance will be presented by the Union and discussed with the Police Chief. The Police Chief shall confer with the Union and within ten (10) calendar days after such meeting, the Police Chief shall make a decision and give a written answer to the Union.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days after receipt of the disposition of the grievance by the Police Chief.

Step 3. If appealed the written grievance shall be presented by the Union to the City Manager. The City Manager shall confer with the Union and within ten (10) calendar days after such meeting, the City Manager shall make a decision give a written answer to the Union.



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A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Manager's final answer in Step 3.

Step 3A. A grievance unresolved in Step 3 may, by mutual agreement, be submitted to mediation. A submission to mediation preserves the time lines for filing Step 4.

Step 4. The grievance shall be submitted to arbitration before an arbitrator. In the event the EMPLOYER and the Union cannot agree upon the selection of the arbitrator within ten (10) calendar days, the Director of the Bureau of Mediation Services may be requested by either party to submit a list of seven (7) persons from which the arbitrator shall be selected. The parties shall alternately strike one name from the list of seven (7) names. The last remaining name shall serve as the arbitrator.

- 8.6 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:
- A. They shall have no power to add to or subtract from or modify any of the terms of this Agreement.
  - B. They shall have no power to establish or change wage rates or establish fringe benefits.
  - C. They shall have no power to decide any question, which under this Agreement, is within the right of management to decide.
  - D. The EMPLOYER shall not be required to pay back wages prior to the date of the occurrence which gave rise to the grievance.
- 8.7 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 Union 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. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally.
- 8.8 The arbitrator shall have no right to require the EMPLOYER, Union or any Employee to perform any act contrary to law or contrary to the provisions of this Agreement.
- 8.9 Employees subject to veteran's 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 the veteran's preference laws and final and binding arbitration as provided for in this agreement.

## **ARTICLE IX. HOLIDAYS**

9.1 Employees shall receive eighty-four (84) hours of holiday leave per year as follows: 1) Employees assigned to other than a forty (40) hour per week schedule receive eighty-four (84) hours as an offset to their total 2080 hours of work. 2) Employees assigned to a forty (40) hour work week receive ten (10) recognized holidays (eight hours each) and an additional four hours will be granted on the latter half of the last working day prior to Christmas Day.

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. Martin Luther King Day
2. Presidents Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Friday after Thanksgiving Day
9. Christmas 4:00 p.m. December 24 until 11:59 p.m. December 25.
10. New Year's 4:00 p.m. December 31 until 4:00 p.m. January 1.

9.2 Employees who are not normally scheduled to work holidays will receive two times base pay when they are assigned to work on observed holidays. This provision does not apply when an employee switches shifts with an employee who is scheduled to work the holiday.

9.3 Eight (8) hours of holiday leave shall be granted to eligible Employees for each of the following ten holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Holiday (Thanksgiving Thursday and Friday), Christmas. In December of the year prior to when the holidays will be observed, the EMPLOYER shall issue a list of these ten recognized holidays plus the additional four (4) hours granted for the latter half of the last working day prior to Christmas and the dates on which they will be observed.

9.4 Floating holidays (16 hours) formerly provided under this article are now reflected in the vacation leave accrual.

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- 9.5 To qualify for paid holiday leave, the Employee must have worked the last workday before and the first day after the holiday; or the Employee must be on authorized vacation or disability leave. Such authorization of disability leave by the Chief shall be final and binding for purposes of determining eligibility for holiday pay.
- 9.5 Except for December 24, when a holiday falls upon a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls upon a Sunday, the following Monday shall be observed as the holiday.

**ARTICLE X. VACATION**

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

Years of Employment	Leave Accrued Per Year in Hours
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

- 10.2 Regular full time Employees shall be permitted to accumulate a maximum credit of two (2) times the Employee's annual vacation accrual rate. Employees shall use vacation leave in the amounts of not less than one-half (1/2) work day.
- 10.3 Health Care Savings Arrangement. Members of the bargaining unit are eligible to participate in the health care savings arrangement for retiring employees as described in Section 3-15 of the Personnel Policy.

**ARTICLE XI. DISABILITY LEAVE**

- 11.1 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 48 hours, 64 hours, or 80 hours based upon length of service to provide income

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continuation to the Employee for illness or injuries which result in a work absence from one-half work day to two full work days in duration.

Mid-term disability coverage for income continuation commencing on the third consecutive work day absent and is credited to an Employee at the rate of 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 long-term disability benefits following 180 calendar days of disability at sixty-six and two-thirds percent (66 2/3%) of the Employee's monthly income, not to exceed \$5,550 per month.

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

- A. "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.
- B. "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

- 1) 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
- 2) if the employee is using the leave in conjunction with emergency leave for attendance at the birth of their child. In this case the amount of leave used may only equal the hours needed to grant the employee three (3) full shifts of time off
- 3) 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
- 4) if a covered employee must attend a doctor's appointment.

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- C. "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.

“Mid term 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 his intention to use such leave. He 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 18 weeks of the birth or adoption of the child.

11.3 Disability Leave Benefits:

- A. Short-term Coverage: For continuous disability absences involving a minimum of one-half work day to a maximum of two full work days, a short-term coverage program is available to full-time Employees.
- B. Mid-Term Coverage: For disability absences commencing on the third consecutive lost work day and beyond subject to the Employee mid-term balance and the usage/accrual maximum.
- C. 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.	48 hours	120 hours
Each January 1st following completion of the initial probationary period through five years of service.	48 hours	Two times the unused short-term coverage for the preceding year credited to the existing mid-term balance.

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Each January 1st beginning with the sixth year of service through ten years of service. 64 hours Two times the unused short-term coverage for the preceding year credited to the existing mid-term balance.

Each January 1st beginning the eleventh year of service subject to the usage/accrual cap. 80 hours Two times the unused short-term coverage for the preceding year credited to the existing mid-term balance.

- D. 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.
- E. Mid-term coverage is available for use for disabilities as defined in this section commencing the third consecutive work day of disability until 180 calendar days has elapsed or the Employee's balance is exhausted. Each Employee's mid-term coverage balance is reduced by full day(s) or one-half day(s) as appropriate for each usage.
- F. If the Employee uses all short-term coverage before the end of the year in which credited, he/she may use vacation, floating holiday or leave of absence without pay with the supervisor's approval for disability absences of two consecutive days or less.
- G. An Employee may use vacation, floating holiday 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.

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

11.5 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:

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- A. 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.
- B. 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.
- C. Leave balances shall be adjusted pro rata (rather than by days or half-days as per 11.3.D. and 11.3.E) if the leave is integrated with a worker's compensation claim.
- D. 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.
- E. 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.
- F. 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 his sole discretion.

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- G. 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.
- H. 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 IX.
- I. 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.

11.6 Supervisor Responsibility. It shall be the supervisor's responsibility to review requests for paid disability leave benefits for the full-time City Employees they supervise. Such requests shall normally be granted, provided the Employee demonstrates to the supervisor's satisfaction that the absence for which benefits are requested is in accordance with this policy. The supervisor shall, however, take such reasonable and prudent steps to ensure that the Employee's request is in accordance with these policies and further that the previous use of such benefits by the Employee does not suggest an inordinate use of such leave. If, in the supervisor's judgment, the use of such benefits by the Employee shows a pattern suggesting excessive use and/or abuse, the supervisor shall first discuss the matter with the Employee. The supervisor and Employee shall review the past use with the Employee. If the use demonstrates an absence pattern or excessive use and/or abuse, the supervisor shall then caution the Employee about continued use of such leave and/or disallow the use of such benefits or take appropriate action.

- A. 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.

11.7 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 Human Resources Division and shall be available for review by Employees.



- 11.8 Benefits. The current issued long-term disability program provides for the following benefits.
- A. Elimination Period. Benefits are payable commencing with the 181st calendar day of disability.
  - B. The eligible Employee shall receive sixty-six and two-thirds percent (66 2/3%) of the Employee's regular straight time compensation as of the date the disability commenced, to a maximum of \$5,255 per month subject to coordination with any and all other disability benefits whether provided by the city, private firm or another public agency.
  - D. 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.
  - E. All Employees of the unit eligible for long-term disability insurance coverage shall pay through payroll deduction.

## **ARTICLE XII. EMERGENCY/FUNERAL LEAVE**

- 12.1 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 his/her physical care requires the continuous presence of the employee.

The term "immediate family" shall include the spouse, mother, father, brother, sister of the employee, or grandmother, grandfather or grandchild 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.

- 12.2 Paid emergency leave may be granted for one, two or three shifts where the supervisor concludes such leave is warranted. No more than three (3) shifts per calendar year, to be accrued on January one of each year, shall be granted. The immediate supervisor shall grant or deny such requests and maintain records of emergency leave granted.

**ARTICLE XIII. INJURY ON DUTY LEAVE**

- 13.1 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 foregoing criteria and shall make a final and binding determination on the Employee's eligibility for such leave.
- 13.2 No Employee shall be granted Injury On Duty Leave until the Employee has been absent from duty for a period of eighty (80) hours. During this period the Employee shall be required to utilize their disability leave as provided in Article XI.
- 13.3 If an Employee is found to be eligible for Injury On Duty Leave, in accordance with the provisions of Section 13.1 and 13.2, 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 five (105) consecutive calendar days and shall not be charged against the Employee's disability leave.
- 13.4 Injury On Duty Leave shall extend for a maximum of one hundred 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 13.5 below.
- 13.5 Injury On Duty Leave shall be terminated by the EMPLOYER at such time as:
- A. The Employee is able to return to work;
  - B. 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 XIV. SPECIAL STATUTORY LEAVES OF ABSENCE**

- 14.1 Family medical leave and parental leave shall be administered as per the applicable section of the employer's personnel policy dated January 1, 2001.

**ARTICLE XV. RETURN FROM UNPAID MEDICAL LEAVE**

- 15.1 An employee shall be allowed an unpaid medical leave of absence of up to six months from the date on which they go on an authorized unpaid leave of absence. In order to

2021 – 2023 Sergeants Labor Agreement

receive an approved leave, the employee must provide medical information apprising the Employer of their status regarding a return to work. An employee who cannot return to work after the six month leave may be extended additional leave time by the Employer. In order to be considered, a request for such additional leave must be accompanied by an updated evaluation from their physician. The Employer reserves the right to require an examination by its own physician at any time during the leave.

**ARTICLE XVI. INSURANCE**

16.1 The EMPLOYER will select and provide group health and dental insurance with benefits substantially the same as presently exist for the duration of this Agreement. Beginning January 1, 2021, the formula for premium contributions by the Employer are reflected in the table below.

<b>2021 Medical Insurance</b>						
		<b>Total Monthly Premium</b>	<b>City Contribution to Premium</b>	<b>City Contribution to VEBA</b>	<b>Total City Contribution</b>	<b>Employee Contribution to Premium</b>
<b>Plan 1</b>	<b>\$2,500/80% - Achieve</b>					
	Single (\$2,500 Deductible)	\$649.22	\$649.22	\$187.50	\$836.72	\$0.00
	Family (\$5,000 Deductible)	\$1,622.05	\$1,068.25	\$187.50	\$1,255.75	\$553.80
<b>Plan 2</b>	<b>\$2,500/80% - Open Access</b>					
	Single (\$2,500 Deductible)	\$690.66	\$690.66	\$187.50	\$878.16	\$0.00
	Family (\$5,000 Deductible)	\$1,725.58	\$1,068.25	\$187.50	\$1,255.75	\$657.33
<b>Plan 3</b>	<b>\$2,250/100% - Achieve</b>					
	Single (\$2,250 Deductible)	\$726.30	\$726.30	\$187.50	\$913.80	\$0.00
	Family (\$4,500 Deductible)	\$1,814.64	\$1,068.25	\$187.50	\$1,255.75	\$746.39
<b>Plan 4</b>	<b>\$2,250/100% - Open Access</b>					
	Single (\$2,250 Deductible)	\$772.66	\$772.66	\$187.50	\$960.16	\$0.00
	Family (\$4,500 Deductible)	\$1,930.47	\$1,187.25	\$187.50	\$1,374.75	\$743.22

**Note:** Employees who waive health insurance and are covered by a spouse or parent's group health plan receive \$353 per month into a VEBA account.

**2022-2023 – Plans 1- 4**

- Single: employer pays 100% of premium.
- Family: employer and employee split increase or decrease in premium 50/50.

## 2021 – 2023 Sergeants Labor Agreement

- 16.2 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. § 179A.06, and the rights and obligations of the Employer shall be subject to the provisions of Minn. Stat. § 179A.07.
- 16.3 The EMPLOYER will provide the Employee with term life insurance and accidental death and dismemberment insurance in the total face amount of \$150,000.

### **ARTICLE XVII. CLOTHING ALLOWANCE**

- 17.1 On pay periods one and fourteen of each year of this contract, employees shall be paid the following allowances:
- 2021: Pay period one: 512.50; Pay period fourteen: 537.50 (\$1,050 total)
  - 2022: Pay period one: 537.50; Pay period fourteen: 537.50 (\$1,075 total)
  - 2023: Pay period one: 550.00; Pay period fourteen: 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.

### **ARTICLE XIII. WAGES**

- 18.1 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 of promotion to sergeant.
- 18.2 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 form of compensation, such as longevity pay or educational incentive pay, and the wage rates established hereby recognize this understanding.
- 18.3 The job classification and applicable wage rates therefore are set forth in Appendix A attached hereto and by this reference made a part hereof.

**ARTICLE XIX. DURATION**

- 19.1 Term of Contract. This contract shall become effective as of January 1, 2021 and shall continue in full force and effect up to and including December 31, 2023.
- 19.2 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.
- 19.3 Termination or Modification. Either party desiring to terminate or modify this contract must notify the other party in writing after May 1st and prior to July 31<sup>st</sup> of the year in which the contract expires. A notice of desire to modify this contract shall set forth the proposed modifications sought by the party, and all clauses of this contract for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

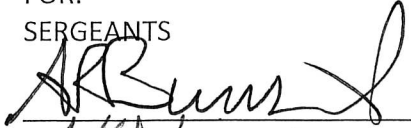

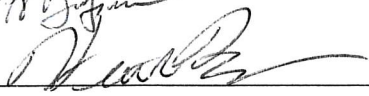
Notwithstanding the provisions of 19.1, 19.3 and 19.4, the parties agree that they will reopen negotiations prior to December 31, 2016 for the purpose of discussing the employer's 2017 health insurance contribution.

- 19.4 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 existing terms and conditions of employment.

2021 – 2023 Sergeants Labor Agreement

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

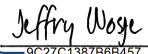

FOR:  
SERGEANTS

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Date

5-6-21

FOR:  
CITY OF PLYMOUTH

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Mayor  
DocuSigned by:  
  
\_\_\_\_\_  
79113C87025D447...  
City Manager

5/26/2021

Date

**APPROVED BY RESOLUTION NO.**

DATE:

2021 – 2023 Sergeants Labor Agreement

**APPENDIX A. WAGES**

All rates are calculated based upon a 2080-hour work year.

<b>2.5% effective pay period one 2021</b>				
<b>Start</b>	<b>12 mo (1 yr)</b>	<b>24 mo (2yr)</b>	<b>36 mo (3 yr)</b>	<b>120 mo (10 yr)</b>
49.17	51.57	53.55	54.57	55.38

<b>3% effective pay period one 2022</b>				
<b>Start</b>	<b>12 mo (1 yr)</b>	<b>24 mo (2yr)</b>	<b>36 mo (3 yr)</b>	<b>120 mo (10 yr)</b>
50.65	53.12	55.16	56.21	57.04

<b>2.75% effective pay period one 2023</b>				
<b>Start</b>	<b>12 mo (1 yr)</b>	<b>24 mo (2yr)</b>	<b>36 mo (3 yr)</b>	<b>120 mo (10 yr)</b>
52.04	54.58	56.68	57.76	58.61

2021 – 2023 Sergeants Labor Agreement

**MEMORANDUM OF UNDERSTANDING**

**AGREEMENT** made this 1st day of January 2021, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“City” or “Plymouth”) and **LAW ENFORCEMENT LABOR SERVICES, INC.** (“LELS”)-- PATROL SERGEANTS.

**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 work days 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 11:59PM on December 31, 2023.

**CITY OF PLYMOUTH**

**LAW ENFORCEMENT LABOR SERVICES, INC.**

DocuSigned by:  
 By: Dave Callister  
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 Dave Callister, City Manager

By:   
 Adam Burnside, Business Agent



# **Additional MOU'S**

## MEMORANDUM OF UNDERSTANDING

**AGREEMENT** made this 12th day of October 2022, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation (“City” or “Plymouth”) and **LAW ENFORCEMENT LABOR SERVICES, INC.** (“LELS”), **Local 34** (POLICE SERGEANTS).

### RECITALS

- A. The terms and conditions of insurance are governed by a labor agreement between the City and LELS (“Labor Agreement”).
- B. For 2023, the city received a net decrease to premiums and is able and willing to pass on those savings to employees.
- C. The parties wish to memorialize their agreement through amendment of the labor agreement for 2023.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Health insurance contribution levels for January 1, 2023, through December 31, 2023, will be amended as follows:

#### 2023 Rates

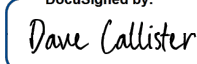
		Total Monthly Premium	City Contribution to Premium	City Contribution to VEBA	Total City Contribution	Employee Contribution to Premium
<b>Plan 1</b>	<b>\$2,500/80% - Achieve</b>					
	Single (\$2,500 Deductible)	\$665.38	\$665.38	\$187.50	\$852.88	\$0.00
	Family (\$5,000 Deductible)	\$1,662.43	\$1,213.57	\$187.50	\$1,401.07	\$448.86
<b>Plan 2</b>	<b>\$2,500/80% - Open Access</b>					
	Single (\$2,500 Deductible)	\$707.86	\$707.86	\$187.50	\$895.36	\$0.00
	Family (\$5,000 Deductible)	\$1,768.55	\$1,273.36	\$187.50	\$1,460.86	\$495.19
<b>Plan 3</b>	<b>\$2,250/100% - Achieve</b>					
	Single (\$2,250 Deductible)	\$736.35	\$736.35	\$187.50	\$923.85	\$0.00
	Family (\$4,500 Deductible)	\$1,839.73	\$1,306.21	\$187.50	\$1,493.71	\$533.52
<b>Plan 4</b>	<b>\$2,250/100% - Open Access</b>					
	Single (\$2,250 Deductible)	\$783.35	\$783.35	\$187.50	\$970.85	\$0.00
	Family (\$4,500 Deductible)	\$1,957.16	\$1,350.44	\$187.50	\$1,537.94	\$606.72

*Note: Employees who waive health insurance and are covered by a spouse or parent's group health plan receive \$353 per month into a VEBA account.*

2. All other provisions of the 2021 -2023 labor agreement and addendum(s) will apply normally.
  
3. This Memorandum of Understanding will be effective January 1, 2023, through December 31, 2023, if signed and received by the city on or before November 1, 2022. If the Memorandum of Understanding is signed and submitted to the city after November 1, 2022, the terms will be effective as soon as practicable as determined by the city. This Memorandum of Understanding will sunset at 11:59PM on December 31, 2023, or once a successor bargaining agreement is approved, whichever is later.

**CITY OF PLYMOUTH**

**LAW ENFORCEMENT LABOR SERVICES, INC. -  
POLICE SERGEANTS, LOCAL 34**

By: DocuSigned by:  
  
38558EA60E75430  
\_\_\_\_\_  
Dave Callister, City Manager

By: DocuSigned by:  
  
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\_\_\_\_\_  
Dan Wilson, Business Agent

10/12/2022  
\_\_\_\_\_  
Date