

Exhibit A

2022-2023

AGREEMENT

Between the

CITY OF DULUTH

and

LAW ENFORCEMENT LABOR SERVICES LOCAL

503

FOR

DEPUTY POLICE CHIEFS AND POLICE  
CAPTAINS

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THIS AGREEMENT is entered into by and between the CITY OF DULUTH, hereinafter called the "Employer", and LAW ENFORCEMENT LABOR SERVICES LOCAL 503, hereinafter called "Union".

## ARTICLE 1 - PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to:

1.1. Establish certain hours, wages, and other terms and conditions of employment as defined in Minnesota Statute.

1.2. Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement.

1.3. The Employer and Union, through this Agreement, continue their dedication to the highest quality public service for the citizens of Duluth. Both parties recognize this Agreement as a pledge of this dedication.

1.4. No Strike: The Union agrees that neither the Union, its officers or agents, nor any of the Employees covered by this agreement will engage in any strike.

## ARTICLE 2 - DEFINITIONS

2.1. Chief Administrative Officer means the Chief Administrative Officer of the City of Duluth, or their designee.

2.2. Appointing Authority means the Chief Administrative Officer, Department Head or acting Department Head, or their designees.

2.3. Continuously Employed means a period of employment which has not been interrupted by more than thirty (30) calendar days at any one time, except by an authorized leave of absence, sick leave, vacation, or military leave of absence, absence due to illness that was compensable under Minnesota Workers Compensation or, for a period not to exceed two years while on Long Term Disability.

2.4. Employee means an employee who is covered by the recognition clause of this Agreement.

2.5. Grievance means a dispute or disagreement as to the interpretation or application of the terms of this Agreement.

2.6. Hourly Rate means the rate determined by adding the Employees' Monthly Pay to their longevity award, if any, multiplying such number by 12 and dividing such number by 2080, such rate to be calculated to the nearest \$.0001. This is not necessarily the "regular rate of pay" as used in Federal Fair Labor Standards Act, nor do the parties intend to indicate that Employees are paid an hourly wage.

2.7. Monthly Pay means the monthly salary provided for in the Appendices of this

Agreement.

2.8 Duluth Joint Powers Enterprise Trust or Trust means the Trust created for the purpose of accepting and holding certain Employer contributions or other contributions under the Plan(s).

2.9 Board of Trustees means the governing body of the Joint Powers Enterprise and the Joint Self Insurance Pool.

2.10 Joint Self Insurance Pool or Pool means the joint self-insurance pool created by the Members under Minnesota law, known as the Duluth Joint Insurance Pool, through which certain Plans are funded and operated.

2.11 Members means, unless one or more cease to be a Member pursuant to Article XVI or Article XVII of the Joint Powers Agreement, Employer, the Duluth Airport Authority, the Duluth Entertainment and Convention Center, and the Duluth Housing and Redevelopment Authority, and any other governmental entity, permitted by law, who subsequently becomes a Member under Article XX of the Joint Powers Agreement.

2.12 Plan(s) means one or more benefit plans (1) jointly sponsored and maintained by the Members, pursuant to the provisions of the Joint Powers Agreement, (2) authorized by Minnesota law and able to be provided jointly by Minnesota governmental entities, and (3) that provides benefits for a Member's employees, former employees, including retirees, and persons covered by them (e.g., dependents) in accordance with the terms and conditions of such benefit plan(s), including eligibility.

2.13 Joint Powers Agreement or JPA means the joint powers agreement entered into by and among the Members.

2.14 Joint Powers Enterprise means the enterprise jointly created by the Members and reflected in the Joint Powers Agreement.

### ARTICLE 3 - RECOGNITION

3.1 The Employer recognizes the Union as the exclusive bargaining representative under Minnesota Statutes and as certified by the Bureau of Mediation Services, Case No. 22PCE0938, for:

All licensed peace officers of the City of Duluth, Minnesota, in the position of Deputy Police Chief or Police Captain, who are public employees within the meaning of Minnesota Statutes Section 179A.03, Subd. 14, excluding confidential and other employees.

3.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

3.3 The Union may designate up to two (2) Union stewards from the bargaining unit to act as Union representatives and shall notify the Employer in writing of the choice.

## ARTICLE 4 - MANAGEMENT RIGHTS

4.1 Except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, 1971, Section 179A.07, Subd. 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to determine the methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services; to assign and transfer Employees; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities; to schedule working hours.

## ARTICLE 5 - DUES CHECKOFF

5.1 The Employer shall deduct from paychecks once each month an amount sufficient to provide the payment of regular dues established by Union from the wages of all members of Union authorizing such deduction, in writing, and remit such deductions to the appropriate officer designated by Union within ten (10) days after the paychecks from which such deductions are made are distributed to the Employees.

## ARTICLE 6 - SAVINGS CLAUSE

6.1 This Agreement is subject to the Laws of the United States and the State of Minnesota. In the event any provision of this Agreement shall be held unlawful and unenforceable by any court or administrative agency of the State of Minnesota or United States of competent jurisdiction such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

## ARTICLE 7 - HOURS OF WORK

7.1 The Employer and Union recognize that because of the nature of their duties it is inappropriate for the Employees covered by this Agreement to be governed by standard work schedules, and that it is essential that such Employees work those hours necessary to carry out the duties and responsibilities of their respective positions. Therefore, it is agreed that the Employees covered by this Agreement shall work whatever hours are deemed necessary by the Employer to perform their duties and responsibilities, and Employees shall be permitted to take time off during the normal work day. It is further agreed that such Employees shall be permitted to take a reasonable rest period during each one-half (½) day worked and a reasonable lunch break during each day worked.

7.2 All Employees occupying positions listed in Appendix I of this Agreement are exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and Minnesota Fair Labor Standards Act (MFLSA).

7.3 All Employees are paid on a salaried basis and will receive the Monthly Pay provided for in Article 8, and the applicable Appendices, not subject to reductions because of variations in the quantity or quality of work performed. The salary will not be reduced because of lack of work available through no fault of the Employee.

7.4 The employer retains its rights of discipline, lay-off, and management rights described in Article 4 (Management Rights).

7.5 The City shall follow the Fair Labor Standards Act (FLSA), 29 Code of Federal Regulations Section 541, using the salary and duties tests set forth to determine FLSA status.

#### ARTICLE 8 – SALARY

8.1. Employees shall be assigned to Pay Ranges according to their job title in accordance with this Article and the schedule attached hereto as Appendix 1. Effective January 1, 2022, Monthly Pay shall be increased by 2% as a general wage increase plus an additional 8% as a market adjustment as indicated in Appendix 2. Effective January 1, 2023, Monthly Pay shall be increased by 2.00% as indicated in Appendix 3. Except as provided in 8.2 of this article, Employees shall be placed in Step A of the Pay Ranges assigned to such job titles, except when placement in a higher step is approved by the Chief Administrative Officer. Employees shall advance one step in the Pay Range at the beginning of the next pay period following completion of each twelve (12) months service in their job title. For job classifications with multiple pay ranges, Employees shall advance to Step E of the next highest pay range upon completion of twenty-four (24) months in Step E of their current pay range, unless the Employee is in a performance improvement plan (PIP). .

8.2. Whenever an Employee is promoted to a job title with a higher Pay Range or whenever the position which an Employee holds is reclassified to a job title with a higher Pay Range, such Employee's salary shall be increased to that salary in the new Pay Range which is next over the salary such Employee was receiving prior to such promotion or reclassification or to Step A of the new Pay Range, whichever is higher, except when a higher level of pay is approved by the Chief Administrative Officer. The Employee shall advance one Step in the new Pay Range at the beginning of the next pay period following completion of each twelve (12) months service in such new job title.

#### 8.3 Extra Duty Pay.

The Appointing Authority has the power to increase an Employee's pay by an amount not to exceed 4% of the Employee's current rate of pay for a period of time that the Employer, unilaterally, determines that the Employee is ordered to perform extra work or work of greater value to the Employer. This extra duty work, and the time that extra pay will be paid for it, shall first be described in writing by the Employer.

#### 8.4 Interim Police Chief

The Appointing Authority shall appoint an Employee to voluntarily serve as Interim Police Chief while that position is vacant. The Appointing Authority shall increase said Employee's pay by six percent (6%) of the Employee's current rate of pay for the duration that the Employee serves as Interim Police Chief. Said temporary pay increase shall cease upon the start date of the Police Chief

#### ARTICLE 9 - HOLIDAYS

9.1. Except as otherwise provided herein, Employees shall receive full time off with pay for the legal holidays of New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day,

Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving Day, December 24th, and Christmas Day, as such holidays are defined in Minnesota Statutes Annotated, Section 645.44, Subd. 5.

#### ARTICLE 10 - LONGEVITY AWARD

10.1. In addition to the Monthly Pay prescribed herein, any Employee who has been Continuously Employed by the City for a number of qualified Pay Periods, the total of which is not less than eight (8) years, shall receive from and after the beginning of the next Pay Period following completion of their eighth year of service, a monthly longevity award equal to four percent (4%) of their Monthly Pay and any Employee who has been Continuously Employed by the City for a number of qualified Pay Periods, the total of which is not less than sixteen (16) years, shall receive from and after the beginning of the next Pay Period an additional monthly longevity award equal to four percent (4%) of their Monthly Pay. Such longevity award shall be computed to the nearest dollar per month. The term "qualified Pay Period" shall mean any regular minimum period of time at the end of which full-time Employees of the City are regularly paid and during which the Employee was employed and/or paid by the City for not less than three-fourths (3/4) of the normal working hours of the position the Employee then occupied. Any time spent by an Employee on leave of absence while on military duty with any military service of the United States shall be considered as time spent in the employment of the City for purposes of determining the number of such Employee's qualified Pay Periods.

#### ARTICLE 11 - PAY PERIODS

11.1. All Employees shall be paid the correctly calculated portion of the monthly salary every two (2) weeks, and payment for each such two (2) week period shall be made not later than the Friday next following such two (2) week period. For purposes of payroll administration, the amount of pay for each such two (2) week period shall be determined by multiplying the Employee's Hourly Rate by 80. Payments will be made by electronic deposit only. Employees will be required to participate in direct deposit. The Employer will provide reasonable electronic access to deposit information in lieu of paper paystubs.

#### ARTICLE 12 - CAFETERIA PLAN CONTRIBUTION

12.1. For each eligible Employee who has been Continuously Employed by the Employer for sufficient time as to be eligible for the Employer's hospital-medical benefit plan, the Employer shall make the amounts listed below available to the Employee for contribution to the Employer's Internal Revenue Code Section 125 cafeteria plan program.

a. \$304 per month for each eligible regular Employee either declining single-hospital medical benefit plan coverage (must provide proof of other coverage which meets the Affordable Care Act's minimum essential coverage requirements) or electing single hospital-medical benefit plan coverage; or

b. \$229 per month for each eligible regular Employee electing family hospital-medical benefit plan coverage.

## ARTICLE 13 - HOSPITAL-MEDICAL BENEFIT PLAN

13.1. The Employer will make available to Employees comprehensive hospital-medical benefit Plan 3A.

a. The Employer agrees to pay for the Employees without claimed dependents 90% of the monthly premium for single Employee hospital-medical benefit Plan 3A. The Employer shall deduct from each eligible and enrolled Employee's salary or wages the amount by which the monthly premium cost of the Employee's single hospital-medical plan coverage exceeds the Employer's contribution that is stated in this paragraph.

b. The Employer agrees to pay 80% of the monthly premium for family hospital-medical benefit Plan 3A. The Employer shall deduct from each eligible and enrolled Employee's salary or wages the amount by which the monthly premium cost of the Employee's hospital-medical plan family-dependent coverage exceeds the Employer's contribution that is stated in this paragraph.

13.2. Hospital-medical benefit plan coverage shall become effective the first day of the month following the date of hire. While an Employee is entitled to receive long-term disability income protection pursuant to Article 22 of this Agreement, the Employer shall provide hospital-medical benefit plan coverage and monthly Employer premium cost-sharing for such Employee to the same extent as active Employees. The Employer shall deduct from each eligible and enrolled Employee's long-term disability income protection payments the amount by which the monthly premium cost of the Employee's single or family-dependent hospital-medical plan coverage exceeds the Employer's contribution stated in Article 13.1(a) and (b) above.

13.3. Any proposed change in the hospital-medical benefit plan design that constitutes a reduction in the aggregate value of benefits shall be negotiated with the bargaining unit.

13.4. The Employer shall provide hospital-medical benefit plan coverage to the same extent as active Employees for the dependents of a deceased Employee, who was classified as an active Employee at the time of death. The surviving spouse's coverage ceases when the spouse dies or remarries. The minor dependent's coverage ceases when each ceases to be defined as a dependent in the applicable section of Minnesota Statutes Chapter 62A, as amended.

13.5. The Employer will include the following provisions in the Plan 3A comprehensive hospital-medical insurance plan:

- a. Lifetime benefit of no less than \$2,000,000.
- b. Bone marrow, heart, liver, kidney, heart/lung, cornea, and pancreas transplants.
- c. Preventive care as defined in the Health Care Benefit Plan, and provided by in-network providers, will be fully covered and not subject to a deductible.

13.6. The insured shall be responsible for the following prescription drug co-pays or co-insurance:

a. Tier One. Zero dollars (\$0) for generic and approved over the counter (OTC) prescriptions.

b. Tier Two. Fifteen dollars (\$15) for preferred brand name prescriptions.

c. Tier Three. A 30% co-insurance a minimum thirty dollar (\$30)/maximum one hundred dollar (\$100) co-insurance payment per non-preferred brand name prescription. When the prescribing physician recommends a Tier Three medication over a Tier Two or Tier One medication for medical necessity, the insured shall be responsible for the Tier Two co-pay.

### 13.7. Joint Powers Enterprise, Joint Self-Insurance Pool and Trust.

a. The Employer operates, on a joint basis with the HRA, DECC and DAA, one or more group health plans pursuant to the provisions of Minnesota Statutes Chapter 471 and Minnesota Rules Chapter 2785 for the purpose of providing health care benefits to eligible and enrolled Employees and their beneficiaries as described in Article 13.1 above. The Employer agrees to transfer and deposit monthly all premiums as described in Article 13.1(a) and (b) into the Trust.

b. The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the administration of the Pool and Trust complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended.

c. Monies in the Joint Insurance Pool Trust shall only be expended for payment of participant health care benefit expenses, purchase of health and dental insurance (including stop loss insurance), payment of expenses incurred in the administration of the Employer's health care and dental care programs, and other health-related expenses. Expenses made pursuant to the Worker's Compensation laws, the cost of physical exams of, or medical services for, Employees which exams or services are required by the City or another governmental agency shall not be eligible expenses paid from the Trust. Any funds expended from the Trust that are later determined by the Employee Benefits Administrator or through court action, arbitration, or mediation to have been more correctly charged to Worker's Compensation shall be promptly reimbursed to the Trust. Reimbursements received by the Employer from stop loss insurance shall be promptly deposited in the Trust.

d. The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the setting of reserves in the Pool complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended.

e. The Employer's representative on the Board of Trustees as defined in the JPA will propose to the Board that premiums be established by October 15, of the prior year, to be in effect January 1 of each year for twelve (12) consecutive calendar months. The Employer's representative shall provide written notice to the joint Health Insurance Labor Management Subcommittee of the premium rate established no later than November 1 following the Board's premium rate decision.

f. If monies in the Trust are at any time insufficient to pay the expenses described in this Article, the Employer shall provide sufficient monies to such Trust as required by the Board of Trustees to cover the deficit.

13.8. The Employer, as a Member of the Joint Powers Enterprise, agrees to ensure that the setting of premium rates for the group health insurance plans of the Pool, a.) complies with the provisions of Minnesota Statutes Chapter 471, as amended, and Minnesota Rules Chapter 2785, as amended and b.) provides for an amount of premiums for the Trust for its fiscal year that is sufficient to provide for 1) the payment of expected health care claims for the current fiscal year, 2) a reasonable and appropriate reserve necessary to cover incurred and unreported claims, stop-loss liabilities, and other potential claims and liabilities, 3) stop-loss and other necessary insurance costs, 4) contract costs for third party claims administrator services, and 5) other administrative costs of the Pool as determined by the Board of Trustees to be necessary for administration of the Pool. The Employer will notify the joint Health Insurance Labor Management Subcommittee of the Board's premium rate decision along with supporting documentation and methodology for the rate determination.

13.9. The Employer, as a Member of the Joint Powers Enterprise, agrees that, if, in the opinion of the Board of Trustee's legal counsel, the meetings of the Board are not subject to the Minnesota Open Meeting Law, (Minn. Statutes Chapter 13D), the Employer will propose to the Board of Trustees that the proceedings of the Joint Powers Enterprise shall be conducted in accordance with the provisions of the Minnesota Open Meeting Law, (Minn. Statutes Chapter 13D).

13.10. The Employer's representative on the Joint Powers Enterprise Board of Trustees as defined in the Joint Powers Agreement will report, after every meeting of the Board of Trustees, and in any event no less than quarterly, to the joint Health Insurance Labor Management Subcommittee regarding activity in the Trust.

13.11. Union acknowledges that the Employer is authorized to operate a joint self- insurance pool under Minnesota Statutes Chapter 471 and Minnesota Rules Chapter 2785.

13.12. Health Insurance Labor-Management Subcommittee.

It is jointly agreed between Union and the City that the goal of the two parties is to establish a city-wide joint health insurance labor-management subcommittee under the labor management committee set forth in Article 36. In the event a city-wide labor management committee is not established pursuant to Article 36, the Employer and Union shall establish a joint health insurance labor management committee to carry out the intents and purposes of this Article 13.

1. The purpose of the joint Health Insurance Labor-Management Subcommittee is to meet and discuss issues relating to health care for plan participants and to:

- a. raise issues, questions, concerns and recommendations to the City's representative to the Board of Trustees relating to the Pool;
- b. to keep the plan participants informed of the activities of the Board of Trustees;
- c. to offer recommendations to the City representative on the Board of Trustees for modifications and additions to plan provisions offered under the Employer's health plans and to propose programs such as wellness or other health promotion programs.

2. It is the intent of the parties that the Health Insurance Labor-Management Subcommittee shall be comprised of the following members, equally divided between union and

management representatives:

- a. One member selected by each of the City bargaining units adopting this agreement, and one additional member selected by the Basic Unit;
- b. The Chief Administrative Officer of the City or his/her designee; and
- c. As many management representatives, or their designees, selected by the Chief Administrative Officer of the City, as are necessary to balance the Committee evenly between bargaining unit and management representatives;
- d. There shall be one member selected by the City's retiree's organization.

3. The Health Insurance Labor-Management Subcommittee shall:

- a. Establish by-laws for its organization and operation.
- b. Recommend for negotiation the number and type of health insurance plans and the benefit levels in such plans that will be offered to City Employees and others participating in the City's health insurance program.

4. The joint Health Insurance Labor-Management Subcommittee may, at its discretion, provide its views to the Board of Trustees on matters related to the operation of the Pool including, but not limited to:

- a. the selection of the third-party administrator for the Employer's health and dental plans;
- b. the nature and costs of various service providers to the Pool;
- c. the nature and costs of administrative services provided by the City to the Pool, including wellness and health promotion programs recommended by the Wellness Committee.

5. The Employer, as a Member of the Joint Powers Enterprise, agrees to inform the joint Health Insurance Labor Management Subcommittee of the dates, times and locations of all meetings of the Board of Trustees and shall provide to the Subcommittee meeting materials related thereto.

13.13. Monthly Health Care Savings Plan Contribution.

a. Monthly Health Care Savings Plan Contribution for Employees hired before January 1, 2006. In addition to the Monthly Pay prescribed elsewhere in this contract any full time and permanent Employee shall receive an amount equal to one percent (1%) of their basic Monthly Pay deposited into a post employment health care savings plan account, known as the Minnesota Health Care Savings Plan, administered by the Minnesota State Retirement System, established by the Employer in the name of the Employee.

b. Monthly Health Care Savings Plan (HCSP) Contribution for Employees hired on or after January 1, 2006. In addition to the monthly pay prescribed elsewhere in this contract, any full time and permanent employee hired on or after January 1, 2006 shall receive an amount equal to two and one quarter percent (2.25%) of their Basic Monthly Pay deposited into a post-employment health care savings plan account, known as the Minnesota Health Care Savings Plan (HCSP), administered by the Minnesota State Retirement System, established by the Employer in the name of the employee.

13.14. One-Time Health Care Savings Plan Contribution. After thirty-six (36) months of continuous employment from the date of hire for any permanent full-time Employee hired on or after January 1, 2006, the Employer shall make a onetime deposit of twelve thousand dollars (\$12,000) into a post-employment health care savings plan account established by the Employer in the name of the Employee. An Employee is eligible for one payment only in their lifetime under this Article. Said funds and accumulated interest shall be made available to the Employee as required by law.

13.15. The Employer agrees to deposit all Employees' unused flexible benefits spending account monies as of the end of the calendar year that are not eligible for carryover pursuant to Internal Revenue Code Section 125 into the JPE Trust.

13.16. Wellness Program. The Employer agrees to reimburse an Employee up to \$40.00 monthly for the cost of membership in a health or fitness program. To become eligible for reimbursement, an Employee must submit to the City Wellness Coordinator, or their designee, proof of participation at least eight (8) times that calendar month and payment made for that calendar month.

#### ARTICLE 14 - HOSPITAL - MEDICAL INSURANCE RETIRED EMPLOYEES

14.1. Any Employee who was hired on or before December 31, 2005, and who retires from employment with the City, and is vested to receive retirement pension benefits from the Public Employees Retirement Association (PERA) or any Employee who is currently receiving disability benefits from the Public Employees Retirement Association, shall receive hospital-medical benefit plan coverage to the same extent as active Employees as set forth in Article 13.1, and subject to the following conditions and exceptions:

a. Any retiree or qualified dependent seeking benefits pursuant to this Article who has attained the age of 65 or meets any condition that qualifies them to be eligible for Medicare Coverage "A" and "B" must obtain it, or lose any benefits hereunder until they obtains Medicare Coverage "A" and "B". Employees hired on or before March 31, 1986 are not required to obtain Medicare Coverage A if such coverage requires paying a monthly premium. Employees hired on or before March 31, 1986 must obtain Medicare Coverage A if they are eligible for free Medicare Coverage A due to previous or contemporaneous employment, or as the spouse, divorced spouse, or widow(er) of a Medicare covered individual.

b. The hospital-medical benefit plan coverage for any such eligible retired Employee, with or without claimed dependents, will be paid for by the City and the eligible retired Employee in accordance with the following schedule:

| TOTAL YEARS<br>(WHETHER CONTINUOUS<br>OR NOT) OF SERVICE<br>COMPLETED | PERCENT SHARE OF PREMIUM CONTRIBUTIONS |          |
|-----------------------------------------------------------------------|----------------------------------------|----------|
|                                                                       | RETIRED EMPLOYEE                       | EMPLOYER |
| 5                                                                     | 75                                     | 25       |
| 6                                                                     | 70                                     | 30       |
| 7                                                                     | 65                                     | 35       |
| 8                                                                     | 60                                     | 40       |
| 9                                                                     | 55                                     | 45       |
| 10                                                                    | 50                                     | 50       |
| 11                                                                    | 45                                     | 55       |
| 12                                                                    | 40                                     | 60       |
| 13                                                                    | 35                                     | 65       |
| 14                                                                    | 30                                     | 70       |
| 15                                                                    | 25                                     | 75       |
| 16                                                                    | 20                                     | 80       |
| 17                                                                    | 15                                     | 85       |
| 18                                                                    | 10                                     | 90       |
| 19                                                                    | 5                                      | 95       |
| 20 and thereafter                                                     | 0                                      | 100      |

c. Such coverage shall be for the life of the retiree, but if the retiree dies before retiree's spouse, such coverage shall be continued for such spouse until spouse dies or remarries, but any such coverage for such surviving spouse shall not include coverage for any dependent of such surviving spouse.

d. Any Employee hired on or after January 1, 2006, who retires from City employment, and who meets the length of service and qualification requirements stated under Article 14.1. may elect to enroll in the City's hospital-medical plan in accordance with Article 14.1.a. and c. except that the cost of the premium will be entirely paid for by the Employee or their claimed dependents with absolutely no contribution from the City.

e. For those Employees hired on or before December 31, 2005, who retire from City employment and who meet the length of service and qualification requirements stated under Article 14.1., the City may provide a post 65 years old health insurance program in accordance with Article 14.1.a. in lieu of health care coverage provided active Employees, except that the health insurance program, when combined with Medicare, will provide coverage no less than the coverage

provided active Employees. The health insurance program may be fully insured or self-insured at the option of the City and at the City's expense in accordance with the schedule in Article 14.1.b. For those Employees hired on or after January 1, 2006, who retire from City employment and who meet the length of service and qualification requirements stated under Article 14.1, participation in the post 65 years old health insurance program will be in accordance with Article 14.1.a. and entirely at the expense of the Employee or their dependents with absolutely no contribution from the City.

14.2. Any person purchasing medical insurance coverage pursuant to a former, or this, agreement may continue to do so. When any such person ceases to so purchase medical coverage, the Employee shall no longer have any right to participate in any insurance plan or group created by this, or successor, labor agreement. This paragraph shall become inoperative when no former Employee is buying insurance coverage as here provided.

#### ARTICLE 15 - DENTAL INSURANCE

15.1. During the period of this agreement, the Employer will make available to Employees dental care coverage containing the same level of benefits as provided under the dental plan in effect on January 1, 2002. The Employer agrees to pay the entire cost for single coverage for each eligible Employee, with a maximum annual benefit not to exceed \$1,000. Dental coverage shall become effective the first day of the month following the date of hire. The Employer and Union agree that any change in such coverage shall only be done through negotiations.

15.2. An Employee shall have the additional options, within the period of open enrollment, to increase the annual dental insurance maximum benefit to \$2,000 per person and/or elect family dental coverage. The Employee shall pay the additional cost of the benefit increase above what is provided by the Employer in Article 15.1.

#### ARTICLE 16 –SEPARATION PAY

16.1 When an Employee separates from City employment, they shall be paid in full on the payroll covering the last day they actually worked for their salary due including the value of accumulated paid leave time which shall be calculated based on their Hourly Rate at the time of their employment separation as severance pay authorized by Article 18.

#### ARTICLE 17 - LIFE INSURANCE

##### 17.1. Active Employees

a. The Employer shall pay the full cost of \$50,000 of group term life insurance for each eligible Employee. All Employees shall receive such life insurance coverage on the first day of the month following the date of hire. In case of the death of a qualifying Employee, benefits due shall be paid to the beneficiary duly designated by the Employee before death, or, if none, to the estate of the Employee in accordance with Minnesota Statutes.

b. Such insurance terminates on the last day of the month in which an Employee terminates their employment. Employees are responsible to contact the Human Resources office at least one (1) month prior to termination to verify any insurance benefits due after termination.

c. While an Employee is entitled to receive long-term income protection

pursuant to Article 22 of this Agreement, the Employer shall maintain such life insurance coverage for such Employee as it does for active Employees.

#### 17.2. Retired Employees

a. Any Employee who retires from employment with the City, and is receiving, or has applied for and will, receive retirement pension benefits from the Public Employees Retirement Association, or retires and has vested right to receive a retirement pension from PERA, the Employer shall pay the full cost of term life insurance. The amount of such insurance coverage shall be \$25,000. In case of the death of a qualifying Employee, benefits due shall be paid to the beneficiary duly designated by the Employee before death, or, if none, to the estate of the Employee in accordance with Minnesota Statutes.

b. Any Employee who retires from employment with the City, and is receiving, or has applied for and will, receive retirement pension benefits from or through the Public Employees Retirement Association (PERA) or retires and has vested right to receive a retirement pension from PERA, shall, upon retirement receive from the Employer a one-time cash payment of \$5,000.

### ARTICLE 18 - SEVERANCE PAY

18.1. Any Employee whose appointment as Deputy Police Chief or employment as Police Captain is ended involuntarily for any reason without just cause pursuant to Article 26 shall be entitled to a severance payment for a severance period equal to twelve months of that Employee's Monthly Pay as of the final day of employment. Such payments shall include salary and any earned longevity award only. Employer shall continue any severed Employee's hospital-medical, life, and dental coverages in force the same as if such severed Police Captain were an active Employee during the severance period. A correctly calculated portion of the severed Police Captain's severance payment shall be made every two (2) weeks during the severance period.

18.2 If an Employee returns to employment with the Employer in any position during said twelve (12) month period, the Employee shall continue to receive the pay rate of the position the Employee is leaving for the severance period calculated above.

18.3 No benefits provided in this Article shall be given to any Employee who is on probation, or holds a provisional or substitute appointment.

18.4. Any Employee hired on or before December 31, 2005, who is removed pursuant to this Article 18 from their employment with the City shall be deemed to have retired, regardless of being vested to receive PERA pension benefits, for purposes of retiree hospital-medical benefit plan coverage under Article 14 and retiree life insurance benefits under Article 17.2.

### ARTICLE 19 – SAFETY & UNIFORM ALLOWANCE

19.1. The Employer agrees to maintain sanitary and safe working conditions. The Employer shall furnish safety appliances, special tools required for safety, and scaffolding, and train the Employees using such equipment in the proper use of same. The Employer reserves the right to determine what departments and personnel should receive the above listed equipment. Employees

covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which is furnished to them hereunder and comply with the safety, sanitary, and fire regulations issued by the Employer.

19.2 Effective upon ratification of this Agreement, the Employer shall compensate Employees with a lump-sum payment of \$500.00 as compensation for their expense of purchasing and maintaining uniforms and suitable clothing required by the Employer.

19.3 Effective in the first pay period of the year 2023, the Employer shall compensate Employees a lump-sum payment of \$500.00 as compensation for their expense of purchasing and maintaining uniforms and suitable clothing required by the Employer.

## ARTICLE 20 - PAID LEAVE

20.1 Employees shall receive paid leave time in accordance with the following schedule:

| <u>Years of Continuous Service</u>  | <u>Hours Per Pay Period (80 hours)</u> |
|-------------------------------------|----------------------------------------|
| Commencing 0 through 8 (inclusive)  | 7.08 Hours (23 days/year)              |
| Commencing 9 through 16 (inclusive) | 8.92 Hours (29 days/year)              |
| Commencing 17 years and over        | 10.77 Hours (35 days/year)             |

20.1(a) All Employees who have accrued over 160 hours of paid leave by the end of December 31 will have any remaining hours over 160 converted into cash and deposited in their post employment health care savings plan account in accordance with the following schedule. The conversion will take place no later than February 15 of the following year and before any forfeiture of paid leave under Article 20.2. An Employee's accrued paid leave will not be reduced below 160 hours as a result of any deposit into the health care savings plan account and hours of paid leave deposited will not exceed the numbers provided for below.

### Post 2015 Year-End Conversion:

| <u>Years of Continuous Service</u>  | <u>Hours into HCSPA</u> |
|-------------------------------------|-------------------------|
| Commencing 0 through 8 (inclusive)  | Up to 48 hours          |
| Commencing 9 through 16 (inclusive) | Up to 64 hours          |
| Commencing 17 years and over        | Up to 80 hours          |

20.2 The maximum amount of unused paid leave time which one Employee may accumulate shall be as follows:

- a. During the year, there is no maximum limit.
- b. At the end of day of December 31, the maximum amount allowed to an Employee shall be 320 hours.
- c. If an Employee's paid leave accumulation exceeds the maximum amount allowed, then the amount in excess of the maximum amount allowed shall be forfeited, without compensation to the Employee, at the end of December 31 of that year.

20.3 In the event of death of any Employee, any paid leave time accumulated to the credit of such deceased Employee shall be paid, at the rate of pay at time of death, to their beneficiary duly designated by the Employee before death, or, if none, to their estate in accordance with Minnesota Statutes.

20.4 Special Carry-over.

The Chief Administrative Officer or their designee may, upon written recommendation of the department head, which states unique and exceptional cause, grant to an Employee the privilege of carrying over to the next calendar year an amount of paid leave in excess of that allowed by this contract. The excess amount of paid leave carry-over granted pursuant to this section must be used by the Employee during the first three months of the next calendar year.

20.5 An Employee may give their accumulated paid leave, or part of it, to another City Employee, under the following conditions: 1) the gift is voluntarily given; 2) the City allows the gift; and 3) the recipient is in a serious hardship situation that will be relieved by the gift.

#### ARTICLE 21 - SICK LEAVE

21.1. Effective the first day of the month following the date of hire, an Employee shall be granted up to 60 working days of sick leave with full pay during a calendar year, except that such minimum requirement shall not be applicable in connection with any illness or injury arising out of and in the course of employment by the City.

Immediate Family. For the purposes of this Section, immediate family is defined to include any parent, stepparent, child, stepchild, brother, stepbrother, sister, stepsister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent-in-law, or ward or legal dependent of the Employee.

21.1 (a) Sick Leave Benefits for Care of Relatives. Employees may use paid sick leave to care for members of their immediate family pursuant to Minnesota Statutes Section 181.9413: absences due to an illness of or injury to a member of the Immediate Family for reasonable periods of time as the Employee's attendance may be necessary, on the same terms upon which the Employee is able to use sick leave benefits for the Employee's own illness or injury. Pursuant to the minimum requirements of Minn. Stat. 181.9413, except for absences due to the illness or injury of a child, an Employee's use of sick leave in accordance with this Section 21.(a) shall not exceed 200 hours in any 12-month period.

21.2. When an Employee is not able to report for duty, the Employee shall notify their supervisor, or a responsible person in the work group.

21.3. If an Employee's use of paid sick leave reasonably appears to be unjustified, the Appointing Authority may direct in writing to the Employee, for any absence by the Employee claimed to be allowable as paid sick leave, to furnish written explanation by a physician to justify the absence on paid sick leave. Failure to furnish the written explanation shall preclude the Employee from being allowed the absence as paid sick leave.

21.4. For purposes of this article, sick leave is defined to mean the absence of an Employee

because of illness or injury, exposure to a contagious disease; provided no Employee, unless officially assigned to special duty, shall be granted paid sick leave for any injury or illness resulting from any gainful employment on any job which is subject to the provisions of the worker's compensation laws of any state, other than regular City employment.

21.5. Paid Sick Leave on Paid Leave. Paid sick leave will not be allowed during a previously scheduled paid leave unless the Employee is under the care of a physician because of an unexpected injury or illness and the Employee furnishes to the Chief Administrative Officer or their designee a certificate, signed by the physician, indicating the number of days the Employee was actually confined to their home or hospital. The Employee will then receive paid sick leave for those days spent confined. If the Employee is exposed to a contagious disease and confined under doctor's orders, such Employee will be granted paid sick leave in lieu of paid leave.

21.6. Temporary Disability. Any Employee who is temporarily physically disabled may be offered a work assignment, at the Employee's current rate of pay, the duties of which the Employee is able to perform.

If the employer is not able to provide the Employee such an assignment, the Employee may continue to remain on paid sick leave as provided for in this contract. If such a suitable assignment is refused by the Employee, paid sick leave will be denied. Recognizing the varieties of illnesses and injuries and the Employee's ability to do the assigned work, each case will be evaluated on an individual basis. In case of dispute, the City may use its own physician in making the determination. The City reserves the right to review the assignment after every twenty (20) working days and to reassign the Employee to their regular duties, modify the assignment or extend the period of special assignment.

21.7. Employee Assistance Program. Any absence approved by the Appointing Authority for participation in the Employee's Assistance Program shall be allowed with pay.

21.8. Funeral Leave. The Appointing Authority may grant to a member of this unit up to a maximum of five (5) days of paid funeral leave for a death in the immediate family.

For the purposes of this section, immediate family is defined to include only any parent, child, brother, sister, spouse, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or ward of the Employee, and any parent or grandparent of the Employee's spouse.

## ARTICLE 22 - LONG TERM DISABILITY INCOME PROTECTION

22.1. Effective the first day of the month following the date of hire, an Employee shall be eligible for long-term income protection to age 70 for disability

22.2. For the purposes of this Article, disability means that which is caused by illness or injury which occurs during the Employee's term of employment and which prevents the Employee from performing the major tasks of the Employee's position.

22.3. Payment of benefits pursuant to this Article to a disabled Employee shall commence when the employer determines that the Employee has a disability and chooses not to provide benefits to the Employee under Article 22.4(b). The amount of such protection shall be 65% of the Employee's

Monthly Pay, including earned longevity award, at the commencement of the qualifying disability but shall not exceed gross Monthly Pay of \$7,000. During any pay period, the amount of such protection shall be reduced by any amount that the Employee receives for such pay period as a retirement or disability pension from the Public Employees Retirement Association or from the federal government pursuant to the federal Old-Age, Survivors and Disability Insurance Act, and by any amount that the Employee receives as worker's compensation in lieu of wages or salary. Any cost of living adjustment to any amount received as a retirement or disability pension or as worker's compensation shall not be used to reduce the amount of such protection. The amount of such protection for any pay period shall also be reduced by any amount that the Employee receives as wages or salary from any source, including the Employer, during that pay period, but only when the total amount that the Employee has received for wages or salary during the calendar year exceeds \$5,000.

22.4. a. Payment of benefits due under this article shall be calculated for each regular pay period, and shall be paid for the period at the same time as Employees are then paid pursuant to Article 23 of this Agreement. For any Pay Period the City may deduct from the payment of benefits any amount which the Employee previously received as payments of benefits but to which the Employee was not entitled because of the provisions of this Article.

b. As benefits due under this article, the employer may offer to any Employee who is disabled an assignment, at such Employee's present rate of pay, to any position, or one with tasks or equipment modified to accommodate the Employee's medical restrictions, in their present or lower classification, the duties of which the Employee is medically able to perform. Such assignment shall not result in the denial of, promotion to, or the layoff of, a classified Employee.

22.5. Within 24 months from the date of injury or illness causing such disability, if the Employee is still receiving benefits pursuant to this Article, the Employee shall:

a. Return to the position with the City which the Employee occupied when he or she became disabled; or return to a position with the City, which may have tasks or equipment modified to accommodate Employee's medical restrictions, for which the Employee is qualified, if such position is available; but only if the Employee provides written information from a physician, chosen and compensated by the City, which indicates that the Employee is then capable of performing the duties of such position; or

b. Request rehabilitation or retraining designed to return the Employee to other work which produces an economic status as close as possible to that enjoyed by the Employee before the illness or injury; the costs of such rehabilitation and/or retraining shall be borne by the City; such rehabilitation or retraining may include, but is not limited to, medical evaluation, physical rehabilitation, work evaluation, counseling, job placement, and implementation of on-the-job short-term training; or

c. Apply for permanent total disability status. Total disability, (as defined in Minnesota Statue 176.101, Subd. 5) means the total and permanent loss of the sight of both eyes, the loss of both arms at the shoulder, the loss of both legs so close to the hips that no effective artificial member can be used, complete and permanent paralysis, total and permanent loss of mental faculties, or any other injury which totally incapacitates the Employee from working at an occupation which brings them an income.

22.6. Receipt of long-term income protection benefits shall cease at the expiration of 24 months from the date of injury or illness causing such total disability unless the Employee has complied with Section 22.5 of this Article and has been determined to be returned to work, rehabilitated and/or retrained, or eligible for continuing total disability benefits because he or she is disabled as defined in Section 22.5. Such determination shall occur when the employer notifies the Employee, in writing, of the decision and the medical data, including the attending physician's report, that forms a basis for the determination. The determination may be grieved pursuant to Article 32.

### ARTICLE 23 - WORKER'S COMPENSATION

23.1. An Employee who suffers an injury compensable under the Worker's Compensation Act and is absent from work as a result thereof, shall be paid an amount by the Employer during such absence equal to the difference between the amount received by them under the Worker's Compensation Act and their Monthly Pay, including earned longevity award, subject to the following:

23.2. For each day of work absence the Employee shall be charged for one-third (1/3) of a day of sick leave. When the Employee's sick leave and vacation time have been exhausted, he or she shall no longer receive any salary or wages from the Employer while absent from work, except as otherwise provided by Article 22.

23.3. Employees shall continue to receive, retain, and accrue all other benefits under this Agreement and pursuant to the Minnesota Worker's Compensation Act, Minnesota Statutes Chapter 176.

### ARTICLE 24 - JURY DUTY

24.1. Employees shall receive a leave of absence with pay for any required appearance for jury duty; provided, however, that if an Employee is released from such duty prior to the expiration of their normal work day, they shall immediately return to their job and continue their duties as an Employee.

### ARTICLE 25 - LEAVES OF ABSENCE

25.1. Any Employee who, for any reason considered good by the Appointing Authority, desires to secure leave from the Employee's regular duties, may, on written request approved by the Appointing Authority, be granted special leave of absence without pay for a period not exceeding one (1) year, provided; however, any leave that exceeds thirty (30) calendar days must also be approved by the Chief Administrative Officer or their designee.

25.2. Any Employee asking for special leave without pay shall submit their request in writing at least fifteen (15) calendar days prior to the date the Employee desires to leave, stating the reasons why in their opinion the request should be granted, the date when the Employee desires the leave to begin and the probable date of their return.

25.3. The Appointing Authority shall respond within five (5) calendar days of the request

for each special leave of absence without pay in writing, stating if the leave is to be approved, whether the Employee granted such leave shall be entitled to their former position upon the Employee's return from such leave or whether their name shall be placed on the re-employment list for the class for which the Employee is classified.

25.4. No leaves without pay over thirty (30) calendar days will be granted until the Employee has used all accumulated paid leave.

25.5. No benefits or seniority shall be lost by the Employee during leaves of thirty (30) calendar days or less. No benefits or seniority shall be accrued after the first thirty (30) calendar days of any leave. Any Employee wishing to be covered under the City's insurance plans may for the first six (6) calendar months of such leave pay the Employee's and the employer's share of the cost of coverage.

25.6. Leave of absence without pay for a period of less than thirty (30) calendar days may be granted by a department head. Leaves of absence for over three (3) consecutive days should not be approved by any department head except for the following reasons:

- a. When it is shown that the City will benefit from such leave.
- b. Personal or family emergency.
- c. As provided for in Section 8 of this Article.

25.7. Service upon a Board or a Commission where such leave is required for attendance at such meeting, and/or will benefit the City.

25.8. Military leaves of absence shall be granted as provided for in state and federal law.

25.9. City Employees who are officers or appointed representatives of the Union or appointed to its staff for the purpose of performing services for the Union shall be afforded reasonable time off for the purposes of conducting the duties of the Union; and shall, upon request, be provided with leaves of absence to the elected or appointed capacity of the exclusive representative as required by law.

25.10. An Employee accepting an appointed position with the City shall be on a leave of absence during the period of such appointment and upon the expiration of such appointment shall be reinstated to the class or prior appointed position held prior to such appointment.

## ARTICLE 26 - DISCIPLINE, SUSPENSIONS, REMOVALS

26.1. Discipline.

Disciplinary action may be imposed upon an Employee only for just cause. Disciplinary action may be grieved by the Employee through the regular Grievance procedure as provided in Article 32. Disciplinary action shall include only the following: 1) oral reprimand; 2) written reprimand or written record of an oral reprimand; 3) suspension; 4) demotion; and/or 5) termination. The removal of an employee from an Unclassified appointed position pursuant to Section 26.4 of

this Article shall not be considered discipline and may not be grieved by the Employee through the regular grievance procedure as provided in Article 32. Initial minor infractions which the supervisor determines warrant an oral reprimand will not normally result in a permanent written record of the reprimand being kept. Except in the case of a severe breach of Employee conduct, any suspension, disciplinary demotion, or termination action shall be preceded by a written warning. An Employee shall be given the opportunity to have a Union representative present at any investigatory meeting of the Employer for the purpose of determining what disciplinary action against the Employee may be taken. If the Employee requests such representation during the meeting, the Employer must suspend the meeting until the Employee has a reasonable opportunity to obtain a Union representative. If the Appointing Authority has reason to reprimand an Employee, it shall be done in a manner that will not embarrass the Employee before other Employees or the public. No disciplinary letter or reprimand may be included in an Employee's personnel record unless the Employee has been given a copy of the letter or reprimand.

#### 26.2. Suspensions.

a. The Appointing Authority or any supervisor acting for the Appointing Authority in their absence, may for disciplinary purposes suspend without pay any Employee under their supervision from the performance of their duties for one (1) or more work days aggregating not more than thirty (30) work days in a calendar year.

b. Employee to be Notified of Suspension. If the employer suspends any Employee, it shall forthwith give written notice to the suspended Employee stating the reason for the suspension and the duration thereof, and shall forthwith personally deliver such written notice to the Employee or send it by certified mail to the Employee's last known address; it shall also forthwith send to Union a copy of the notice sent to the Employee. The notice shall also advise the Employee that he or she may grieve pursuant to Article 32 if the Employee believes the action is done without just cause or is otherwise in violation of this contract.

#### 26.3. Termination.

a. An Appointing Authority may terminate an Employee only for just cause.

b. Any charges filed against any Employee shall state specifically the just cause or causes the Appointing Authority feels are sufficient to constitute grounds for termination, and in addition, the specific act or acts of such Employee constituting such cause; provided, that in no case shall such vague and indefinite charges as "for the good of the City" be considered for termination and that in no case may an Employee be removed on account of their religious or political opinions or affiliations or for refusing to contribute to a political fund or to render political service.

c. Any Employee proposed to be terminated for just cause, shall be notified in writing of the charges against them, the date of separation, and the rights of the Employee to file a formal Grievance under the Union contract. The Appointing Authority shall personally deliver such written notice to the Employee or send it by certified mail to the Employee's last known address and shall send to Union a copy of such notice sent or delivered to the Employee.

d. If the Employee being terminated files a Grievance, the Employee shall be placed on suspension without pay until the Grievance is resolved except in those cases where suspension

without pay is prevented by law.

#### 26.4 Removal

Unclassified Employees in the position of Deputy Chief that are appointed by the Mayor or the Chief Administrative Officer, whether or not approved by the City Council, or whose appointment must be approved by the Chief Administrative Officer under Section 21 of the City Charter, may be removed from their appointed position without cause. Such a removal will not be considered discipline and therefore will not be subject to the regular grievance procedure as provided in Article 32. Article 29 (Layoffs) does not apply to removals made pursuant to this Section. Employees who have been removed from their appointed position pursuant to this section shall return to their previously held classified position and shall continue to be compensated at their rate of pay in the appointed position at the time of the removal for a period of no less than one year.

### ARTICLE 27 - DEMOTIONS

27.1. Upon the request of an Employee or by the Appointing Authority, an Employee may be reclassified from a higher paid to a lower paid position, which in the discretion of the Appointing Authority, the Employee is eligible to fill.

27.2. The Appointing Authority proposing the demotion of an Employee shall make their recommendation in writing to the Chief Administrative Officer or their designee, and shall supply a copy to the Employee. The recommendation shall give the future date on which the proposed demotion is to become effective, the class to which it is proposed to demote the Employee, the new rate of pay, and any other information that the Chief Administrative Officer or their designee may require. The recommendation shall advise the Employee that the Employee may grieve pursuant to Article 32 of this agreement if the Employee does not agree with the Appointing Authority's recommendations.

### ARTICLE 28 - RESIGNATIONS

28.1. Any Employee who wishes to resign in good standing shall give the Appointing Authority written notice of at least two (2) weeks, unless the Appointing Authority consents to their leaving on shorter notice.

28.2. An Employee who is absent from duty for three (3) consecutive business days without securing leave from their Appointing Authority shall be considered to have resigned.

28.3. When an Employee separates from City employment, they shall be paid in full on the payroll covering the last day they actually worked for their salary due including the value of accumulated paid leave time which shall be calculated based on their Hourly Rate at the time of their termination, and any Severance Pay authorized by Article 18.

### ARTICLE 29 - LAYOFF

29.1. When it becomes necessary, because of lack of work or funds, or to obtain efficiencies, or for other causes for which an Employee is not at fault, to reduce the number of Employees within a department, the following procedure shall apply, to the extent it is not superseded

by the veterans' preference law:

a. All temporary, provisional and substitute Employees, who are employed in the title from which the layoff is made, shall be laid off first within that department.

b. Permanent Employees who are substituting in a vacant position shall, during any layoff affecting their permanent position or the position in which they are substituting, return to their permanent position.

c. Permanent Employees who are appointed provisionally shall, during any layoff affecting their permanent position or the position to which they were provisionally appointed, return to their permanent position.

d. Permanent Employees who are on a leave of absence shall, during any layoff affecting their position, return to their permanent position.

e. Layoffs from job titles that have multiple incumbents shall be made by inverse seniority in the job title from which the layoff is made.

29.2. The Appointing Authority shall offer to meet with and notify in writing the Employee or Employees to be laid off at least ten (10) working days prior to actual layoff and shall transmit to Union the names of those so notified. Employees shall be given the opportunity to have a Union representative present at any layoff notification meeting.

#### ARTICLE 30 - RE-EMPLOYMENT RIGHTS

30.1. The name of any classified Employee who has been laid off shall be placed on the re-employment list.

30.2. The names shall be arranged on the re-employment list in the order of their total seniority with the City..

Names placed on a re-employment list shall be removed twenty-four (24) months from the date of the Employee's layoff.

#### ARTICLE 31 - PERSONNEL COMMITTEE

31.1. An Employee may request that the Employer complete a job audit if the Employee's position duties have changed significantly. The City and Union shall determine whether the specifications for a job classification should be amended, whether the position should be reclassified to a different job classification, or whether there is a need to establish a new job classification to describe the existing position. Job audits will be performed in the order determined by the Union. The City and Union shall meet and negotiate the pay rate for any position with a new, or amended job description, or any newly created classification which is represented by Union.

31.2. Upon request, the Union will meet and confer with the employer about management plans or projects.

31.3. The parties agree to meet and confer on the results of the Class and Compensation Study and negotiate contract changes, if possible; not subject to interest arbitration.

## ARTICLE 32 - GRIEVANCE PROCEDURE

32.1. An Employee or group of Employees with a Grievance shall within twenty-one (21) calendar days after the first occurrence of the event giving rise to the Grievance present such Grievance through Union in writing to the Chief Administrative Officer or their designee.

32.2. The Chief Administrative Officer or their designee shall present the Employer's position in writing to Union within twelve (12) calendar days after receipt of such Grievance. The resolution of Grievances settled by the procedures set forth in this paragraph shall be reduced to writing and signed by the Employee or Employees, Union and the Employer.

32.3. If the Grievance is not settled in accordance with the foregoing procedure, Union may, within nine (9) calendar days after receipt of the reply of the Chief Administrative Officer or their designee, submit the Grievance to arbitration by serving notice in writing of such submittal upon the Chief Administrative Officer. A grievance arbitration for written disciplinary action, discharge or termination shall follow the arbitrator selection procedures established in Minnesota Statute 626.892. For all other grievance matters, the parties shall attempt to agree upon an arbitrator within seven (7) calendar days after submittal of the Grievance to arbitration and in the event the parties are unable to agree upon an arbitrator within said seven (7) day period, either party may request the Bureau of Mediation Services of the State of Minnesota to submit a panel of five (5) arbitrators. The parties shall each have the right to alternately strike two (2) names from the panel. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. The remaining person shall be the arbitrator. The arbitrator shall be notified of their selection by a joint letter from the parties requesting that he set a time and a place for a hearing on the Grievance, subject to the availability of the parties. Arbitration hearings must be conducted within six (6) months of the Chief Administrative Officer's final response.

32.4. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue(s) submitted to them in writing by the parties, and shall have no authority to make a decision on any other issue not so submitted to them. More than one Grievance may be heard by the same arbitrator by mutual agreement of the parties. Either party may, if it desires, submit a brief to the arbitrator setting forth its position with respect to the issue(s) involved in a Grievance. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit their decision in writing to the parties and shall file a copy of such decision with the Bureau of Mediation Services of the State of Minnesota. The decision shall be based solely upon their interpretation of the meaning or application of the express terms of this Agreement to the facts of the Grievance presented.

32.5. The decision of the arbitrator shall be final and binding upon the parties, except for

appeals filed in Minnesota District Court governed by Minnesota Statutes.

32.6. The fee and expenses of the arbitrator shall be divided equally between the parties; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of such proceedings, the cost shall be shared equally.

32.7. If a Grievance is not presented within the time limits set forth above, it shall be considered waived. If a Grievance is not appealed to the next step within the specified time limit or the six (6) month arbitration deadline is not met, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a Grievance or an appeal thereof within the specified time limits, U may elect to treat the Grievance as denied at that step and immediately appeal the Grievance to the next step. The time limit in each step may be extended by mutual written agreement of the parties involved in each step.

32.8. All documents, communications, and records dealing with a Grievance shall be filed separately from the personnel files of the Employees involved.

32.9. Access to all information necessary to the determination and processing of a Grievance shall be made available to all participants.

#### ARTICLE 33 - COMPLETE AGREEMENT, WAIVER OF BARGAINING, AND RE-OPENERS

33.1. The parties acknowledge that the provisions contained in this Agreement constitute the entire agreement between the parties and the provisions of this Agreement are not subject to renegotiation, except with the mutual consent of the parties, or as provided in Article 31 or this article.

33.2. The parties agree to meet and confer to discuss appropriate changes in hospital-medical benefit plan, dental insurance plan, and any benefit plan features affected by state or federal legislation or regulation changes, and to achieve reasonable and conservative cost containment suggestions, and then, upon request of either party, to meet and negotiate contract changes, if possible.

#### ARTICLE 34 - UNIVERSAL LANGUAGE

The parties agree that in matters of medical and dental plan benefits, plan premiums, and sharing of plan costs between employer and Employee, it is beneficial to both parties to achieve language that is universal in all City bargaining unit agreements. If during the term of this agreement, the Employer enters into an agreement with another City bargaining unit that affects such language, the parties agree to meet and negotiate contract changes to achieve universal language, if possible.

ARTICLE 35 - DURATION OF AGREEMENT

35.1. This Agreement shall be effective as of the 1st day of January, 2022, and shall remain in full force and effect through the 31st day of December, 2024, and may continue thereafter as provided by the Minnesota Public Employment Labor Relations Act (PELRA), Minnesota Statutes Chapter 179A..

IN WITNESS WHEREOF, the parties hereto have executed this Agreement deemed effective January 1, 2022.

**CITY OF DULUTH**

**LELS 503**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
City Clerk

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

By \_\_\_\_\_  
Chief Administrative Officer

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

APPENDIX 1

| <u>TITLE</u>        | <u>RANGE</u> | <u>JOB CLASS NO.</u> |
|---------------------|--------------|----------------------|
| Deputy Police Chief | **1140-1150  | 1205                 |
| Police Captain      | **1115-1125  | 1362                 |

## APPENDIX 2

|             |                                                                                 |                |  |               |                |  |               |                |  |               |                |  |               |                |
|-------------|---------------------------------------------------------------------------------|----------------|--|---------------|----------------|--|---------------|----------------|--|---------------|----------------|--|---------------|----------------|
|             |                                                                                 |                |  |               |                |  |               |                |  |               |                |  |               |                |
|             | <b>2022 Pay Range Schedule LELS - Deputy Police Chief &amp; Police Captains</b> |                |  |               |                |  |               |                |  |               |                |  |               |                |
|             |                                                                                 |                |  |               |                |  |               |                |  |               |                |  |               |                |
|             | <b>10% = 2% general wage increase plus an additional 8% market adjustment</b>   |                |  |               |                |  |               |                |  |               |                |  |               |                |
|             |                                                                                 |                |  |               |                |  |               |                |  |               |                |  |               |                |
|             | <b>Step A</b>                                                                   | <b>Step A</b>  |  | <b>Step B</b> | <b>Step B</b>  |  | <b>Step C</b> | <b>Step C</b>  |  | <b>Step D</b> | <b>Step D</b>  |  | <b>Step E</b> | <b>Step E</b>  |
| <b>No:</b>  | <b>Annual</b>                                                                   | <b>Monthly</b> |  | <b>Annual</b> | <b>Monthly</b> |  | <b>Annual</b> | <b>Monthly</b> |  | <b>Annual</b> | <b>Monthly</b> |  | <b>Annual</b> | <b>Monthly</b> |
| <b>1150</b> | 112,476                                                                         | 9373           |  | 118,008       | 9834           |  | 123,456       | 10288          |  | 130,392       | 10866          |  | 137,220       | 11435          |
| <b>1145</b> | 109,464                                                                         | 9122           |  | 114,792       | 9566           |  | 120,132       | 10011          |  | 126,852       | 10571          |  | 133,440       | 11120          |
| <b>1140</b> | 106,608                                                                         | 8884           |  | 111,852       | 9321           |  | 117,036       | 9753           |  | 123,576       | 10298          |  | 130,020       | 10835          |
| <b>1135</b> | 100,464                                                                         | 8372           |  | 105,360       | 8780           |  | 110,244       | 9187           |  | 116,400       | 9700           |  | 122,508       | 10209          |
| <b>1125</b> | 93,264                                                                          | 7772           |  | 97,860        | 8155           |  | 102,408       | 8534           |  | 108,084       | 9007           |  | 113,784       | 9482           |
| <b>1115</b> | 91,356                                                                          | 7613           |  | 95,784        | 7982           |  | 100,260       | 8355           |  | 105,840       | 8820           |  | 111,456       | 9288           |
|             |                                                                                 |                |  |               |                |  |               |                |  |               |                |  |               |                |

# APPENDIX 3

|      |                                                                      |         |  |         |         |  |         |         |  |         |         |  |         |         |
|------|----------------------------------------------------------------------|---------|--|---------|---------|--|---------|---------|--|---------|---------|--|---------|---------|
|      |                                                                      |         |  |         |         |  |         |         |  |         |         |  |         |         |
|      | 2023 Pay Range Schedule LELS - Deputy Police Chief & Police Captains |         |  |         |         |  |         |         |  |         |         |  |         |         |
|      |                                                                      |         |  |         |         |  |         |         |  |         |         |  |         |         |
|      | 2% increase                                                          |         |  |         |         |  |         |         |  |         |         |  |         |         |
|      |                                                                      |         |  |         |         |  |         |         |  |         |         |  |         |         |
|      | Step A                                                               | Step A  |  | Step B  | Step B  |  | Step C  | Step C  |  | Step D  | Step D  |  | Step E  | Step E  |
| No:  | Annual                                                               | Monthly |  | Annual  | Monthly |  | Annual  | Monthly |  | Annual  | Monthly |  | Annual  | Monthly |
| 1150 | 114,720                                                              | 9560    |  | 120,372 | 10031   |  | 125,928 | 10494   |  | 132,996 | 11083   |  | 139,968 | 11664   |
| 1145 | 111,648                                                              | 9304    |  | 117,084 | 9757    |  | 122,532 | 10211   |  | 129,384 | 10782   |  | 136,104 | 11342   |
| 1140 | 108,744                                                              | 9062    |  | 114,084 | 9507    |  | 119,376 | 9948    |  | 126,048 | 10504   |  | 132,624 | 11052   |
| 1135 | 102,468                                                              | 8539    |  | 107,472 | 8956    |  | 112,452 | 9371    |  | 118,728 | 9894    |  | 124,956 | 10413   |
| 1125 | 95,124                                                               | 7927    |  | 99,816  | 8318    |  | 104,460 | 8705    |  | 110,244 | 9187    |  | 116,064 | 9672    |
| 1115 | 93,180                                                               | 7765    |  | 97,704  | 8142    |  | 102,264 | 8522    |  | 107,952 | 8996    |  | 113,688 | 9474    |
|      |                                                                      |         |  |         |         |  |         |         |  |         |         |  |         |         |