

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

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF SAINT PAUL**

**AND**

**THE SAINT PAUL POLICE FEDERATION**

## INDEX

| ARTICLE | TITLE                                                    | PAGE |
|---------|----------------------------------------------------------|------|
| 1       | Purpose.....                                             | 1    |
| 2       | Definitions .....                                        | 1    |
| 3       | Recognition.....                                         | 1    |
| 4       | Security .....                                           | 2    |
| 5       | Employer Authority .....                                 | 3    |
| 6       | Employee and Federation Rights Grievance Procedure ..... | 4    |
| 7       | Savings Clause.....                                      | 7    |
| 8       | Hours of Work and Overtime .....                         | 8    |
| 9       | Court Time.....                                          | 9    |
| 10      | Call Back.....                                           | 9    |
| 11      | Stand - By Time.....                                     | 9    |
| 12      | Uniform Allowance .....                                  | 9    |
| 13      | Military Leave of Absence.....                           | 10   |
| 14      | Legal Service .....                                      | 11   |
| 15      | Working Out of Classification.....                       | 11   |
| 16      | Insurance .....                                          | 11   |
| 17      | Safety .....                                             | 18   |
| 18      | Premium Pay/Special Allowances .....                     | 19   |
| 19      | Shift Differential .....                                 | 21   |
| 20      | Vacation.....                                            | 21   |
| 21      | Holidays.....                                            | 22   |
| 22      | Severance Pay .....                                      | 23   |
| 23      | Wage Schedule .....                                      | 25   |
| 24      | Sick Leave.....                                          | 28   |
| 25      | Incapacitation.....                                      | 29   |
| 26      | Maternity Leave .....                                    | 29   |
| 27      | Funeral and Bereavement Leave.....                       | 30   |
| 28      | Discipline.....                                          | 30   |
| 29      | Seniority .....                                          | 31   |
| 30      | Bidding.....                                             | 31   |
| 31      | Work Breaks .....                                        | 32   |
| 32      | Change in Shift .....                                    | 32   |
| 33      | Parking.....                                             | 33   |
| 34      | Fitness For Duty – Psychological Examinations .....      | 33   |
| 35      | Duration and Effective Date .....                        | 35   |
|         | Appendix A Uniform Allowance.....                        | Al   |

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE CITY OF SAINT PAUL**  
**AND**  
**THE SAINT PAUL POLICE FEDERATION**

This AGREEMENT is entered into, between the City of Saint Paul, hereinafter referred to as the EMPLOYER, and the Saint Paul Police Federation, hereinafter referred to as the FEDERATION. The EMPLOYER and the FEDERATION concur that this AGREEMENT has as its basic objective the promotion of the mutual interests of the City of Saint Paul and its employees to provide the highest level of services by methods which will best serve the needs of the general public.

## **ARTICLE 1 – PURPOSE**

- 1.1 The EMPLOYER and the FEDERATION agree that the purpose of entering into this AGREEMENT is to:
- 1.1(1) Achieve orderly and peaceful relations, thereby establishing a system of uninterrupted operations and the highest level of performance that is consistent with the well-being of all concerned.
  - 1.1(2) Establish the full and complete understanding of the parties concerning the terms and conditions of this AGREEMENT.
  - 1.1(3) Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this AGREEMENT.
  - 1.1(4) Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.
  - 1.1(5) The Federation supports City goals, policies and practices intended to advance race and gender equity, reverse disparity trends, eliminate systemic racism to achieve fair, just and equitable opportunities and outcomes for all people, and increase the representation of City residents within the workforce.

## **ARTICLE 2 – DEFINITIONS**

- 2.1 FEDERATION: Saint Paul Police Federation
- 2.2 EMPLOYER: The City of Saint Paul
- 2.3 FEDERATION MEMBER: A member of the Saint Paul Police Federation
- 2.4 EMPLOYEE: A member of the FEDERATION'S exclusively recognized bargaining unit
- 2.5 AGREEMENT: The collective bargaining agreement between the FEDERATION and the EMPLOYER
- 2.6 DEPARTMENT HEAD: The Chief of Police, City of Saint Paul

## **ARTICLE 3 – RECOGNITION**

- 3.1 The EMPLOYER recognizes the FEDERATION as the exclusive representative for the purpose of meeting and negotiating the terms and conditions of employment for all full-time police department personnel; excluding supervisory employees, confidential employees, part-time employees, temporary or seasonal employees and all other employees exclusively represented by other organizations.

## ARTICLE 3 – RECOGNITION (Continued)

- 3.2 Job classes that are within the bargaining unit and covered by this AGREEMENT are as follows:

|                                                      |                |
|------------------------------------------------------|----------------|
| Commander                                            | Lieutenant     |
| Communications Services and Maintenance Supervisor   | Police Officer |
| Communications Services and Maintenance Supervisor   | Police Trainee |
| *Emergency Communications Center Shift Supervisor    | Sergeant       |
| *Emergency Communications Center Telecommunicator    |                |
| *Fire Dispatcher – Emergency Communications Center   |                |
| *Police Dispatcher – Emergency Communications Center |                |

- 3.3 In the event the EMPLOYER and the FEDERATION are unable to agree as to the inclusion or exclusion of a new or modified job position the issue shall be submitted to the Bureau of Mediation Services for determination.

## ARTICLE 4 – SECURITY

- 4.1 The EMPLOYER shall deduct from the wages of employees who authorize such a deduction, in writing, an amount necessary to cover monthly FEDERATION dues. Such monies shall be remitted as directed by the FEDERATION.
- 4.2 The FEDERATION may designate employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 4.3 The EMPLOYER shall make space available on the employee bulletin board for posting official FEDERATION notices and announcements.

If upon review, the department head or authorized representative in charge of the facility or work area where the notice(s) or announcement(s) is to be posted disapproves of the posted item(s), it shall be removed.

- 4.4 The FEDERATION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 4.5 Release time for negotiations. During each round of negotiations, four (4) individuals (not including the Federation President) will be allowed to meet with the City's authorized representative, without loss of pay, for the purpose of wage, salary, or fringe benefit discussions. Each individual is eligible for up to twelve (12) hours of such release time.
- 4.6 Federation Release Time Bank. Each member of the Federation shall have his/her vacation balance reduced by not less than three (3) but not more than five (5) hours annually for the purpose of establishing a Federation Release Time Bank of vacation hours to be used by the Federation President and Members of the Federation Board to conduct union business. The individual elected Federation President shall be released

## **ARTICLE 4 – SECURITY (Continued)**

from a minimum of 50% (1040 hours) of his/her normal duties, members of the Federation Executive Board may utilize the remaining hours donated. The donation bank shall be established each year based on the number of employees covered by the bargaining unit as of the first date of the new payroll year. The Federation will provide annual written notice to the Department of who is eligible for Federation Release for the year. Eligible Federation Board members must receive prior authorization from his/her supervisor. The Federation shall make monthly Release Time usage reports to the Department. Failure to make a monthly report will result in forfeiture of the remaining balance of hours in the Federation Release Time Bank. There shall be no annual carryover of any unused Federation Release Time hours.

In addition, the Federation will pay a \$5,000.00 administrative fee each year to the DEPARTMENT.

It is understood that the President's release time will be taken in whole day increments as much as possible and that the President will work with his/her supervisor to identify which days each pay period will be release time days. It is also understood that, during his/her release time, the Federation President's activities are up to the Federation's discretion. Board Member release time will be taken in whole hour increments. Once board release time is approved by the member's supervisor, the Board member's activities are up to the Federation's discretion so long as the release time is used for legitimate union business.

It is further understood that, as with all employees and consistent with Article 30, the assignment (including any special assignments) for the individual serving as Federation President will be determined by the DEPARTMENT HEAD.

## **ARTICLE 5 – EMPLOYER AUTHORITY**

- 5.1 The FEDERATION recognizes the prerogatives of the EMPLOYER to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The prerogatives and authority that the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER.
- 5.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy which include, but are not limited to such areas of discretion or policy as the functions and programs of the EMPLOYER, its overall budget, utilization of technology, and organizational structure and selection, and direction and number of personnel.

## **ARTICLE 6 – EMPLOYEE AND FEDERATION RIGHTS GRIEVANCE PROCEDURE**

### **6.1 DEFINITION OF GRIEVANCE**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of the AGREEMENT.

It is specifically understood that any matters governed by Civil Service Rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. Disciplinary actions may be appealed to either the Civil Service Commission or to an arbitrator. However, reprimands may not be appealed to the Civil Service Commission. In the case of disciplinary action, employees pursuing an appeal to the Civil Service Commission have five (5) working days from the date of notice to file a written request for a hearing.

Nothing in this Article precludes employees from pursuing whatever recourse they may have under the terms of the Veterans Preference Act. Pursuant to Minn. Stat. §197.46, a veteran separated from employment has sixty (60) calendar days to request a hearing over the reasonableness of the EMPLOYER'S action.

An employee instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, the Saint Paul Civil Service Commission, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted, the subject matter of which may constitute a grievance under this agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another form as outlined herein, the employee shall waive his/her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall be immediately waived.

### **6.2 FEDERATION REPRESENTATIVES**

The EMPLOYER will recognize REPRESENTATIVES designated by the FEDERATION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The FEDERATION shall notify the EMPLOYER in writing of the names of such FEDERATION REPRESENTATIVES and of their successors when so designated.

### **6.3 PROCESSING OF GRIEVANCE**

It is recognized and accepted by the FEDERATION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities.

The aggrieved EMPLOYEE and the FEDERATION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours, provided the EMPLOYEE and the FEDERATION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

## **ARTICLE 6 – EMPLOYEE AND FEDERATION RIGHTS GRIEVANCE PROCEDURE (Continued)**

### **6.4 PROCEDURES**

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

- Step 1 An EMPLOYEE claiming a violation concerning the interpretation or application of the CONTRACT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievances to the EMPLOYEE'S supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of this grievance, the facts on which it is based, the provision or provisions of the CONTRACT allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the FEDERATION within ten (10) calendar days shall be considered waived.
- Step 2 If appealed, the written grievance shall be presented by the FEDERATION to, and discussed with, the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the FEDERATION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the FEDERATION within ten (10) calendar days shall be considered waived.
- Step 3 If appealed, the written grievance shall be presented by the FEDERATION to, and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the FEDERATION the EMPLOYER'S Step 3 answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed by the FEDERATION to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the FEDERATION within ten (10) calendar days shall be considered waived.

### **Optional Mediation Step**

1. If the grievance has not been satisfactorily resolved at Step 3, either the Federation or the Employer may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator.

Grievance mediation shall be completed within 30 days of the assignment.

## **ARTICLE 6 – EMPLOYEE AND FEDERATION RIGHTS GRIEVANCE PROCEDURE (Continued)**

2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be presidential.
6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

Step 4 A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971. The selection of an arbitrator shall be made in accordance with the provisions of 6.8 below.

### **6.5 ARBITRATOR'S AUTHORITY**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of the AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the FEDERATION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an

## ARTICLE 6 – EMPLOYEE AND FEDERATION RIGHTS GRIEVANCE PROCEDURE (Continued)

extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the FEDERATION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

### 6.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit, or any agreed extension thereof, 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, the FEDERATION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the FEDERATION in each step.

### 6.7 RECORDS

All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the involved EMPLOYEE(S).

- 6.8 **Assignment of Arbitrator** – effective 1/1/19, the parties will utilize a mutually agreed upon list of five arbitrators. Arbitrators will then be selected on a rotating basis. If the arbitrator is not available to hear the case, the next arbitrator on the list will be selected. Notwithstanding the foregoing, the arbitrator for a grievance arising from the discipline of a sworn employee shall be selected in accordance with Minn. Stat. §626.892.

- 6.9 **Restorative Justice** – At any point during the investigation, discipline, or grievance process, the Chief may offer or union may propose reduced punishment if employee agrees to participate in restorative justice. Restorative Justice is a system of justice that focuses on the rehabilitation of offenders through reconciliation with victims and the community at large. Restorative justice may include, but not limited to, meeting with complainant, Department sponsored community service, or training.

## ARTICLE 7 – SAVINGS CLAUSE

- 7.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota and the City of Saint Paul. In the event any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

## ARTICLE 8 – HOURS OF WORK AND OVERTIME

- 8.1 The normal work day shall be eight (8) consecutive hours per day except for those employees assigned to the 4/40 shift where the normal work days shall be ten (10) consecutive hours per day, and those employees in the ECC assigned to the established “1040 Plan”, where the normal work days shall be twelve (12) consecutive hours per day. For employees assigned to the 5/3 shift, the normal work day shall be nine (9) consecutive hours per day. For employees assigned to the 4/2 shift, they may be required to work a ten (10) hour day or an eight (8) hour day consistent with the schedule and as assigned by the DEPARTMENT HEAD.
- 8.2 The normal work period shall be eighty (80) hours in a work period of fourteen (14) days. For employees assigned to the 5/3 shift, the normal work period shall be one hundred sixty (160) hours in twenty-eight (28) days.
- 8.3 This section shall not be construed as and is not a guarantee of any hours of work per normal work day or per normal work week.
- 8.4 All employees shall be at the location designated by their supervisor, ready for work, at the established starting time and shall remain at an assigned work location until the end of the established work day unless otherwise directed by their supervisor.
- 8.5 Employees will be compensated at the rate of one and one-half (1.5) times the Employee’s normal hourly rate in either compensatory time or in cash, subject to the limitations of Section 8.2, for hours that exceed daily planned scheduling by the EMPLOYER. The EMPLOYER shall use its best efforts to equitably distribute overtime work when scheduling events or other work that is not unique or particular to any one employee.
- (a) Employees in the ECC assigned to the 1040 Plan shall be paid overtime at one and a half times the employee’s hourly rate after working (12) hours in a day, 80 hours in a pay period, or for call-ins on regularly scheduled days off. The term “working” includes hours worked, vacation, sick leave, holiday and compensatory time. Employees in ECC titles may not be mandated to work more than 16 hours consecutively.
- 8.6 Employees may accumulate up to a maximum of one hundred (100) hours of compensatory time. Effective **January 1, 2023** the maximum is increased to one hundred-twenty (120) hours.
- 8.7 For the classifications of \*ECC Shift Supervisor, \*ECC Telecommunicator, \*Fire Dispatcher – ECC, and \*Police Dispatcher – ECC, employees who give five (5) days advance notice of a request for compensatory time off, within 24 hours of receiving the request the Employer will post the opportunity to work the time requested off. If the request will not compromise minimum staffing levels or if another employee volunteers to work during the requested time off, the covered portion of the time off request will be granted. If the request will compromise minimum staffing levels and the requested time off is not covered by a volunteer within 48 hours of the start of the requested time off, the request will be denied. If an employee requests compensatory time off on less than five (5) days’ notice, it shall be within the Employer’s discretion to grant or deny the request.

## **ARTICLE 9 – COURT TIME**

- 9.1 EMPLOYEES required to appear in court during scheduled off-duty time will be compensated at the rate of one and one-half (1.5) times the EMPLOYEE'S normal hourly rate for hours worked with a minimum of four (4) hours at the EMPLOYEE'S normal hourly rate.
- 9.2 The minimum of four (4) hours shall not apply when such court time is an extension of or an early report to a scheduled shift.

## **ARTICLE 10 – CALL BACK**

- 10.1 EMPLOYEES called to work during scheduled off-duty time will be compensated at the rate of one and one-half (1.5) times the EMPLOYEE'S normal hourly rate for hours worked with a minimum of four (4) hours at the EMPLOYEE'S normal hourly rate.
- 10.2 The minimum of four (4) hours shall not apply when such call to work is an extension of or an early report to a scheduled shift.

## **ARTICLE 11 – STAND-BY TIME**

- 11.1 An EMPLOYEE required to stand-by for court appearance during scheduled off-duty time will be compensated for a minimum of two (2) hours based on the EMPLOYEE'S normal hourly rate for such day he/she is required to stand-by, but such compensation shall not apply where the EMPLOYEE is called to court for an appearance on the case subject to the stand-by request or for any other case.
  - 11.1(1) If an employee is on standby for a court appearance and is called into court, he/she will receive not less than two (2) hours pay based on his/her normal hourly rate.
- 11.2 The two (2) hour minimum compensation for stand-by shall not apply if notification is given that the stand-by is canceled prior to 6:00 p.m. of the preceding day.
- 11.3 Unless notified to the contrary, stand-by status shall continue for a maximum of two consecutive days, at which time the EMPLOYEE shall be required to contact the City or County trial lawyer or his/her secretary in charge of scheduling by 1600 hours the day following initiation of stand-by status, who will then continue or cancel stand-by status as required and maintain an appropriate record of such notification.

## **ARTICLE 12 – UNIFORM ALLOWANCE**

- 12.1 The 1972 base of one-hundred eighty (\$180.00) dollars as a clothing allowance on a voucher system will be increased on January 1, 1974 and each year thereafter on the basis of a yearly study of the increased cost of the defined uniform. The 1972 base cost of the uniforms are defined in Appendix A.

## ARTICLE 12 – UNIFORM ALLOWANCE (Continued)

12.2 Article 12.1 shall apply only to the following job classes:

Commander  
Lieutenant  
Sergeant  
Police Officer

12.2 (1) Effective **January 1, 2023**, the balance of an employee's accrued uniform allowance (unused amounts plus any new additions) may not exceed \$2000.

12.3 Effective January 1, 2006, all other job classes under this AGREEMENT shall be entitled to two hundred seventy-five (\$275.00) dollars each year as a clothing allowance on a voucher system. This amount shall be increased by the annual percentage wage increase for Emergency Communications Center classifications in subsequent years.

## ARTICLE 13 – MILITARY LEAVE OF ABSENCE

### 13.1 PAY ALLOWANCE

Any employee who shall be a member of the National Guard, the Naval Militia or any other component of the militia of the state, now or hereafter organized or constituted under state or federal law, or who shall be a member of the Officer's Reserve Corps, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve or any other reserve component of the military or naval force of the United States, now or hereafter organized or constituted under federal law, shall be entitled to leave of absence from employment without loss of pay, seniority status, efficiency rating, vacation, sick leave or other benefits for all time when such EMPLOYEE is engaged with such organization or component in training or active service ordered or authorized by proper authority pursuant to law, whether for state or federal purposes, provided that such leave shall not exceed a total of fifteen (15) days in any calendar year, and further provided that such leave shall be allowed only in case the required military or naval service is satisfactorily performed, which shall be presumed unless the contrary is established. Such leave shall not be allowed unless the EMPLOYEE (1) returns to his/her position immediately upon being relieved from such military or naval service and not later than the expiration of time herein limited for such leave, or (2) is prevented from so returning by physical or mental disability or other cause not due to such EMPLOYEE'S own fault, or (3) is required by proper authority to continue in such military or naval service beyond the time herein limited for such leave.

### 13.2 LEAVE WITHOUT PAY

Any EMPLOYEE who engages in active service in time of war or other emergency declared by proper authority or any of the military or naval forces of the state or of the United States for which leave is not otherwise allowed by law, shall be entitled to leave of absence from employment without pay during such service with right of reinstatement and subject to such conditions as are imposed by law.

## **ARTICLE 13 – MILITARY LEAVE OF ABSENCE (Continued)**

- 13.3 Such leaves of absence as are granted under Article 13 shall conform to Minnesota Statutes, Section 192 as amended from time to time and shall confer no additional benefits other than those granted by said statute.

## **ARTICLE 14 – LEGAL SERVICE**

- 14.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, EMPLOYER shall defend, save harmless and indemnify an EMPLOYEE and/or his/her estate against any claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance and scope of EMPLOYEE'S duties.
- 14.2 Notwithstanding Article 14.1 above, the Employer shall not be responsible for paying any legal service fees or for providing any legal service arising from any legal action where the employee is the Plaintiff.

## **ARTICLE 15 – WORKING OUT OF CLASSIFICATION**

- 15.1 EMPLOYER shall avoid, whenever possible, working an EMPLOYEE on an out-of-class assignment for a prolonged period of time. Any EMPLOYEE working an out-of-class assignment for a period in excess of fifteen (15) working days during a year shall receive the rate of pay for the out-of-class assignment in a higher classification not later than the sixteenth (16) day of such assignment. For purposes of this Article, an out-of-class assignment is defined as an assignment of an employee to perform, on a full-time basis, all of the significant duties and responsibilities of a position different from the employee's regular position, and which is in a classification higher than the classification held by such employee. The rate of pay for an approved out-of-class assignment shall be the same rate the employee would receive if such employee received a regular appointment to the higher classification.

## **ARTICLE 16 – INSURANCE**

### **Active Employee Insurance**

- 16.1 The insurance plans, premiums for coverage, and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. The Employer will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered plans agree to accept any changes in benefits which a specific provider implements.
- If in either year the number of plans increases, the increase will be based on the average premium.
- a. Effective **January 2021**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

## ARTICLE 16 – INSURANCE (Continued)

### **Choice Passport Plan:**

2020 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2021, after any plan design changes; employees shall be responsible for the 2020 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2021, after any plan design changes.

Based on a 3.5% premium increase, this results in the following Employer contributions:

**Single:** \$671.62, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$16.88/month.

**Family:** \$1,580.76, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$216.72/month.

### **Elect Plan:**

The lesser of the Employer's contribution for the Choice Passport Plan for 2021; or the actual cost of the Elect Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

**Single:** \$640.84, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$0.00/month.

**Family:** \$1,580.76, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$92.92/month.

### **ACO Plan:**

The lesser of the Employer's contribution for the Choice Passport Plan for 2021; or the actual cost of the ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

**Single:** \$620.54 plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$0.00/month.

**Family:** \$1,580.76, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2020 Wellness Program).  
Employee share: \$39.88 /month.

## ARTICLE 16 – INSURANCE (Continued)

### **Passport Copay Plan:**

**Single:** \$398.88 (Employee share: \$481.08 /month)

**Family:** \$748.22 (Employee share: \$1,560.02/month)

- b. Effective **January 2022**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

### **Choice Passport Plan:**

2021 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2022, after any plan design changes; employees shall be responsible for the 2021 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2022, after any plan design changes.

Based on a 3.5% premium increase, this results in the following Employer contributions:

**Single:** \$691.46 plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program). Employee share: \$21.08 /month.

**Family:** \$1,632.66, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program). Employee share: \$227.72 /month.

### **Elect Plan:**

The lesser of the Employer's contribution for the Choice Passport Plan for 2022; or the actual cost of the Elect Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

**Single:** \$663.26, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program). Employee share: \$0.00/month.

**Family:** \$1,632.66 plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program). Employee share: \$99.58 /month.

### **ACO Plan:**

The lesser of the Employer's contribution for the Choice Passport Plan for 2022; or the actual cost of the ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on a 3.5% premium increase for the Choice Passport Plan, this results in the following Employer contributions:

## ARTICLE 16 – INSURANCE (Continued)

**Single:** \$642.26, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program).  
Employee share: \$0.00/month.

**Family:** \$1,632.66, plus \$135 quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2021 Wellness Program).  
Employee share: \$44.70/month.

**Passport Copay Plan:**

Single: \$398.88 (Employee share: \$511.88/month)

Family: \$748.22 (Employee share: \$1,640.80/month)

- c. Effective **January 2023**, for each eligible employee covered by this Agreement who is employed full-time and who selects City-provided employee health insurance coverage, the Employer agrees to contribute the following amounts per month:

**Choice Passport Plan:**

2022 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2023, after any plan design changes; employees shall be responsible for the 2022 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2023, after any plan design changes.

Based on the proposed Medica RFP quotes, this results in the following Employer contributions:

**Single:** \$683.22, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program).  
Employee share: \$19.34/month.

**Family:** \$1,611.16, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program).  
Employee share: \$223.16/month.

**Elect Plan/Vantage Plus ACO Plan:**

The lesser of the Employer's contribution for the Choice Passport Plan for 2023; or the actual cost of the Elect Plan/Vantage Plus ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on the proposed Medica RFP quotes for the Choice Passport Plan, this results in the following Employer contributions:

**Single:** \$632.74, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program).  
Employee share: \$0.00/month.

## ARTICLE 16 – INSURANCE (Continued)

**Family:** \$1,611.16 plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program).  
Employee share: \$41.40/month.

**Park Nicollet ACO Plan:**

The lesser of the Employer's contribution for the Choice Passport Plan for 2023; or the actual cost of the Park Nicollet ACO Plan premium. Employees shall be responsible for the difference between the monthly premium and the Employer's monthly contribution.

Based on the proposed Medica RFP quotes for the Choice Passport Plan, this results in the following Employer contributions:

**Single:** \$628.90, plus \$225 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program).  
Employee share: \$0.00/month.

**Family:** \$1,611.16, plus \$135 per quarter to be deposited in a VEBA account (plus an additional \$225 per quarter in a VEBA for completion of 2022 Wellness Program).  
Employee share: \$31.40/month.

**Passport Copay Plan:**

Single: \$398.88 (Employee share: \$499.12/month)  
Family: \$748.22 (Employee share: \$1,607.36/month)

If the actual premiums for 2023 differ from the estimate upon which these contributions are based, the employer and employee contributions will be adjusted to reflect the negotiated cost sharing percentages as applied to the actual premiums for all plan options other than the Passport Copay Plan.

16.3 The City will contribute the cost of a \$10,000 life insurance policy.

However, an employee covered by this agreement whose spouse is also employed by the City of Saint Paul, and is eligible to participate in the City's health insurance plan, will not be required to select mandatory health insurance coverage as long as one of the spouses is participating in the City's insurance plan with family coverage.

The mandatory life insurance continues to apply. In this event, two hundred and twenty five dollars (\$225.00 per month) shall be eligible for payment as unused benefit dollars. Such payment shall be made during the month of January for the previous insurance year. Effective **January 1, 2019**, only employees who received this payment in 2018 shall be eligible for the payment in 2019 and beyond. Once employees currently waiving health insurance no longer elect to waive coverage, they also shall not be eligible for the \$225.00 monthly contribution. Eligible employees include the following: J. Adamek, J. Giampolo, L. Horvath, R. Kruse, J. O'Donnell, N. Peterson, B. Sandquist and M. St. Sauver.

16.4 Under the "Cafeteria Plan," employees covered by this agreement will be eligible to participate in the Flexible Spending Accounts offered by the Employer. The service fee charged for employees participating in the Dependent Care Account will be paid by the Employer. The service fee for employees participating in the Medical Expense Account will be paid by the Employer.

## **ARTICLE 16 – INSURANCE (Continued)**

### **Survivor Insurance**

16.5 In the event of the death of an active employee, the dependents of the employee shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits, including such plan improvements as may be made from time to time, which said dependents previously had, at the premium and Employer contribution applicable to eligible early retirees. The date of death shall be considered to be the date of retirement.

In the event of the death of an early retiree or a regular retiree, the dependents of the retiree shall have the option, within thirty (30) days, to continue the current hospitalization and medical benefits which said dependents previously had, at the premium and Employer contribution accorded to the eligible deceased retiree.

In the event of the death of an employee killed in the line of duty, the Employer will contribute 100% of the premium for either single or family health insurance coverage for eligible dependents. An eligible dependent who is not enrolled in the City's health insurance program at the time of the employee's death will have an option to enroll at the next annual open enrollment period.

It is further understood that coverage shall cease in the event of:

16.5 (1) Subsequent remarriage of the surviving spouse of the deceased employee or retiree.

16.5 (2) The employment of the surviving spouse or dependent where health insurance is obtained through a group program provided by said Employer. In this event, however, the surviving spouse or dependent shall have the right to maintain City health insurance for the first ninety (90) days of said employment.

### **Retiree Insurance**

16.6 Employees who retire must meet the following conditions in order to be eligible for the Employer contributions listed in Articles 16.7 through 16.10 below toward a health insurance plan offered by the Employer:

16.6 (1) Be receiving benefits from a public employee retirement act covering employees of the City of Saint Paul at the time of retirement, and

16.6(2) Have severed his/her relationship with the City of Saint Paul under one of the retiree plans, and

16.6(3) Have completed at least 20 years of service (20 consecutive years of service for any employee hired or separating and returning to the City after January 1, 2006) with the City of Saint Paul or be receiving a disability pension, and

16.6(4) Have severed his/her relationship with the City of Saint Paul for reasons other than an involuntary termination for misconduct.

Employees in the job classification of Police Trainee, Police Officer, Sergeant, Lieutenant and Commander, hired after July 1, 2005, shall not be eligible to receive the Employer contributions described in Articles 16.7 through 16.10. In lieu of such contributions for retiree

## **ARTICLE 16 – INSURANCE (Continued)**

insurance, the Employer shall pay \$375 per year into the employee's account in a Post Employment Health Plan (PEHP) maintained by the Employer. Such contributions shall be made on or before March 1, and shall be credited for the previous calendar year. Only employees in the job classification of Police Trainee, Police Officer, Sergeant, Lieutenant and Commander who are on the department payroll on January 1 of the previous calendar year shall qualify for the PEHP contribution; except that such employees who are separated from employment during the previous year and who have at least ten (10) years of service will receive a pro-rated contribution. Neither employees who have separated their employment with the City by reason of involuntary termination for misconduct nor employees with less than ten (10) years of service shall be eligible for any pro-rated contribution.

### **Early Retirees**

16.7 This Article shall apply to employees who:

- 16.7 (1) Retire on or after January 1, 1996, and
- 16.7 (2) Were appointed on or before December 31, 1995, and
- 16.7 (3) Have not attained age 65 at retirement, and
- 16.7 (4) Meet the terms set forth in Article 16.6 above, and
- 16.7 (5) Select a health insurance plan offered by the Employer.

Until such retirees reach sixty-five (65) years of age, the Employer agrees to contribute a maximum of \$350.00 per month toward the premium for single or family health insurance coverage. Any unused portion of the Employer's contribution shall not be paid to the retiree.

When such early retiree attains age 65, the provisions of Article 16.9 shall apply.

16.8 This Article shall apply to employees who:

- 16.8 (1) Retire on or after January 1, 1996, and
- 16.8 (2) Were appointed on or after January 1, 1996, and
- 16.8 (3) Have not attained age 65 at retirement, and
- 16.8 (4) Meet the terms set forth in Article 16.6 above, and
- 16.8 (5) Select a health insurance plan offered by the Employer.

Until such retirees reach sixty-five years (65) of age, the Employer agrees to contribute a maximum of \$300.00 per month toward the cost of single or family health insurance coverage. Any unused portion of the Employer's contribution shall not be paid to the retiree.

When such early retiree attains age 65, the provisions of Article 16.10 shall apply.

### **Regular Retirees (Age 65 and over)**

16.9 This Article shall apply to employees who:

- 16.9 (1) Retire on or after January 1, 1996, and
- 16.9 (2) Were appointed prior to January 1, 1996, and
- 16.9 (3) Have attained age 65 at retirement, and
- 16.9 (4) Meet the terms set forth in Article 16.6 above, and
- 16.9 (5) Select a health insurance plan offered by the Employer.

## **ARTICLE 16 – INSURANCE (Continued)**

The Employer agrees to contribute a maximum of \$550.00 per month toward the premium for single or family health insurance coverage offered to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

This Article shall also apply to early retirees who retired under the provisions of Article 16.7 when such early retiree attains age 65.

16.10 This Article shall apply to employees who:

- 16.10 (1) Retire on or after January 1, 1996, and
- 16.10 (2) Were appointed on or after January 1, 1996, and
- 16.10 (3) Have attained age 65 at retirement, and
- 16.10 (4) Meet the terms set forth in Article 16.6 above, and
- 16.10 (5) Select a health insurance plan offered by the Employer.

The Employer agrees to contribute a maximum of \$300.00 per month toward the premium for single or family health insurance coverage offered to regular retirees and their dependents. Any unused portion of the Employer's contribution shall not be paid to the retiree.

This Article shall also apply to early retirees who retired under the provisions of Article 16.8 when such early retiree attains age 65.

16.11 The contributions indicated in Article 16 shall be paid to the Employer's third-party administrator or designated representative.

16.12 A retiree's participation in the City's health insurance plan must be continuous. The retiree must be participating in a City health insurance plan at the time of retirement. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation at a later date, such retiree will not be eligible for any future participation or for any Employer contribution.

16.13 Effective for employees who retire on or after July 1, 2003, additional dependents beyond those of record at the time of retirement may not be added to the retiree's health insurance plan at City expense after retirement.

## **ARTICLE 17 – SAFETY**

17.1 EMPLOYER and EMPLOYEE shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an EMPLOYEE feels that his/her work duties or responsibilities require such EMPLOYEE to be in a situation that violates federal or state safety standards, the matter shall be immediately considered by the EMPLOYER. If such matter is not satisfactorily adjusted, it may become the subject of a grievance and will be processed in accordance with the grievance procedure set forth herein.

## **ARTICLE 18 – PREMIUM PAY/SPECIAL ALLOWANCES**

### **18.1 SPECIAL WEAPONS AND TACTICS (SWAT) AND HOSTAGE NEGOTIATION TEAMS**

In addition to other compensation payable, any full-time employee designated as a member of the Special Weapons and Tactics (SWAT) and Hostage Negotiation Team shall be granted an allowance of one hundred twenty (\$120.00) dollars biweekly. Only employees who have satisfactorily completed all required training shall be eligible for such assignment designation and special allowance.

### **18.2 CANINE HANDLER**

In addition to other compensation payable, Canine handlers who are required to keep the dogs in their homes, transport them in their private cars, etc., shall be granted an allowance not to exceed one hundred seventy (\$170.00) dollars biweekly. Such allowance shall be considered payment, also, for the keeping in condition of uniforms and equipment and sustenance of the animal. Such allowance shall be payable only during the time the employee is performing duties as outlined above.

### **18.3 FIELD TRAINING OFFICER & SUPERVISOR**

A. Any \*Emergency Communications Center Telecommunicator, \*Fire Dispatcher – Emergency Communications Center, or \*Police Dispatcher – Emergency Communications Center who is assigned to the duties of a Communication Training Officer shall be paid a differential of \$1.75 per hour above his/her regular base rate for those shifts actually worked by the employee. Only employees who have satisfactorily completed all required training shall be eligible for such assignment and pay differential.

B. Any Police Officer or Sergeant who is assigned to the duties of a Field Training Officer shall be paid a differential of six percent (6%) of the 10-year police officer rate per hour above his/her regular base rate for those shifts actually worked by the employee in such capacity.

The Employer may assign up to sixty (60) Police Officers to the duties of a Full-Time Field Training Officer and up to fifteen (15) Sergeants to the duties of a Full-Time Field Training Supervisor. Said EMPLOYEES shall be paid a differential of six percent (6%) of the 10-year police officer rate per hour above his/her regular base rate for all hours during the period he/she is so designated. Only Police Officers and Sergeants who have satisfactorily completed all required training delineated by the DEPARTMENT HEAD shall be eligible for such assignment and pay differential. Full-Time Field Training Officers and Supervisors will be designated and defined by the DEPARTMENT HEAD. These EMPLOYEES shall provide various training in the field and perform other training duties as assigned by the DEPARTMENT HEAD.

## **ARTICLE 18 – PREMIUM PAY/SPECIAL ALLOWANCES (Continued)**

### **18.4 ORDNANCE DISPOSAL UNIT**

Any employee designated as a member of the Ordnance Disposal Unit shall be paid a differential of \$1.50 per hour above his/her base rate. Only employees who have satisfactorily completed all required training shall be eligible for such assignment and pay differential.

### **18.5 SCHOOL RESOURCE OFFICER**

Effective the first day of the pay period closest to January 1, 2003, employees working in the title, Police Officer, and assigned as a School Resource Officer shall be paid a differential of \$0.75 per hour above his/her base rate.

### **18.6 SENIOR COMMANDER ALLOWANCE**

Any certified Commander who is assigned the duties of a “Senior Commander” shall receive five percent (5%) per hour above their base rate.

The number and nature of such Senior Commander assignments shall be determined solely by the Chief.

The Chief may remove employees from Senior Commander assignments at any time. The Chief shall make such assignments only from among employees holding the rank of Commander.

Assignments to and removals from Senior Commander duties shall not be subject to the provisions of Article 6 (Grievance Procedure) of this agreement.

### **18.7 NARCOTICS PREMIUM**

Up to two (2) Police Officers assigned as Narcotics Agents and performing the “hold book” function for the Narcotics Unit shall be paid a differential of \$2.00 per hour above his/her base hourly rate.

### **18.8 MOBILE FIELD FORCE PREMIUM (PILOT PROGRAM)**

Up to one hundred (100) employees designated as a member of the Mobile Field Force (MFF) shall be paid, in addition to other compensation payable, an allowance of one hundred twenty (\$120) dollars biweekly. To maintain membership of the MFF, employees must comply with the following:

- a) Promptly respond to requests for staffing needs related to MFF details;
- b) Timely respond as available to at least 40% of MFF details per calendar year;
- c) Attend at least sixteen (16) hours of mandated MFF training annually which may include training with mutual aid partners.

## **ARTICLE 18 – PREMIUM PAY/SPECIAL ALLOWANCES (Continued)**

If a MFF member had an approved department leave (ie: FMLA, military, etc.) during the calendar year that prevented them from meeting the eligibility requirements above, the department may grant an exception to allow the employee to remain eligible for the MFF.

The Pilot Program created under this Section 18.8 shall remain in effect through December 31, 2023, at which time it will renew annually unless either party gives prior written notice to end or modify the program.

## **ARTICLE 19 – SHIFT DIFFERENTIAL**

- 19.1 Any employee who works between the hours of 6:00 p.m. and 6:00 a.m. shall be paid a night differential of six and a half percent (6.5%) only for such hours worked.

## **ARTICLE 20 – VACATION**

- 20.1 Each full-time employee shall be granted vacation according to the following schedule:

| <u>Years of Service</u> | <u>Vacation Granted</u> |
|-------------------------|-------------------------|
| 0 thru 5 years          | 15 days                 |
| after 5 years           | 20 days                 |
| after 10 years          | 23 days                 |
| after 15 years          | 25 days                 |
| after 20 years          | 27 days                 |

Employees who work less than full-time shall be granted vacation on a pro rata basis.

For the purposes of this Article, qualifying years of service shall be determined based on original employment date.

- 20.2 The head of the Department may permit an employee to carry over into the following calendar year up to one hundred twenty (120) hours of vacation. However, if requested by an employee, the Department Head may compensate the employee in cash at the end of each calendar year for any or all hours for which the employee requests payment. Payment shall be at the rate of pay in effect at the time payment is made.
- 20.3 Employees with at least 180 days of accumulated unused sick leave shall be allowed to convert two (2) days of unused sick leave to one (1) day of vacation up to a maximum of five (5) days of vacation. This conversion provision may be applied only to the extent that the balance of unused sick leave is not reduced lower than 180 days.
- 20.3(a) Employees hired after July 1, 2005, in the classification of Police Officer, Sergeant and Commander, who elect to utilize the conversion in 20.3 above, shall have the value of the converted vacation contributed to a PEHP. The amount contributed shall be equal to the number of hours converted times 50% of the employee's regular hourly rate as of the date the conversion is requested.

## **ARTICLE 20 – VACATION (Continued)**

- 20.4 The above provisions of vacation shall be subject to Resolution No. 6446, Section I, sub. G.
- 20.5 Any employee who is eligible to receive Severance from the City under Article 22 shall have his/her accrued but unused vacation contributed to a PEHP in lieu of cash payment to employee.
- 20.6 Such amounts as listed in 20.5 above shall be made at the time of retirement.
- 20.7 For the purposes of vacation payout, a death of an employee shall be considered as separation of employment, and such payout will be made to the employee's estate or spouse.

## **ARTICLE 21 – HOLIDAYS**

- 21.1 Holidays recognized and observed. The following days shall be recognized and observed as paid holidays:

|                        |                        |
|------------------------|------------------------|
| New Years' Day         | Labor Day              |
| Martin Luther King Day | Veterans' Day          |
| Presidents' Day        | Thanksgiving Day       |
| Memorial Day           | Day After Thanksgiving |
| Juneteenth Day         | Christmas Day          |
| Independence Day       |                        |

Eligible EMPLOYEES shall receive pay for each of the holidays listed above, on which they perform no work. For employees normally assigned to a work week of Monday through Friday, the following shall apply:

- 21.1 (1) Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.
- 21.1 (2) Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.
- 21.1 (3) For those employees assigned to a work week other than Monday through Friday, the holiday shall be observed on the calendar date of the holiday.
- 21.2 Note, beginning with payroll year 2003, floating holidays were eliminated and moved into the vacation schedule.
- 21.3 Eligibility Requirements. In order to be eligible for a holiday with pay, an EMPLOYEE must be employed as of the date of the holiday and have paid hours on the payroll for that pay period. The amount of holiday time earned shall be based upon the number of non-holiday hours paid during that pay period (see proration charts in Salary Plan and Rates of Compensation). For the purpose of this section, non-holiday hours paid includes hours actually worked (excluding overtime), vacation time, compensatory time, paid leave and sick leave. It is further understood that neither temporary, emergency nor other employees not heretofore eligible shall receive holiday pay.

## ARTICLE 21 – HOLIDAYS (Continued)

21.4 If an employee entitled to a holiday is required to work on New Year's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, President's Day, Day After Thanksgiving, or Veterans' Day, he/she shall be recompensed for work done on this day by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such hours worked, in addition to his/her regular holiday pay.

21.4 (1) An employee who is scheduled as holiday time off on New Year's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, President's Day, Veteran's Day or Day after Thanksgiving and is called into work and reports, shall be eligible for EITHER Holiday Pay as referenced in Article 21.4 or Call Back pay as referenced in Article 10, whichever is greater.

## ARTICLE 22 – SEVERANCE PAY

22.1 The Employer shall provide a severance pay program as set forth in this Article 22.

22.2 To be eligible for the severance pay program, an employee must meet the following requirements:

22.2 (1) The employee must be voluntarily separated from City employment or have been subject to separation, lay-off or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.

22.2 (2) The employee must file a waiver of reemployment with the Human Resources Director, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or reemployment (of any type), with the City or with Independent School District No. 625.

22.2 (3) The employee must have an accumulated balance of at least six hundred forty (640) hours of sick leave credit at the time of his/her separation from service.

22.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he/she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum as shown below based on the number of years of service with the City.

| YEARS OF SERVICE<br>WITH THE CITY |    | MAXIMUM<br>SEVERANCE PAY |
|-----------------------------------|----|--------------------------|
| At Least                          | 20 | \$ 5,000                 |
|                                   | 21 | \$ 6,000                 |
|                                   | 22 | \$ 7,000                 |
|                                   | 23 | \$ 8,000                 |
|                                   | 24 | \$ 9,000                 |
|                                   | 25 | \$10,000                 |

## ARTICLE 22 – SEVERANCE PAY (Continued)

22.4 An employee who meets the eligibility requirements for a severance benefit under Article 22.3 and who meets the following additional requirements shall be granted severance pay in the amount of thirty thousand dollars (\$30,000) in lieu of the amounts payable under Article 22.3:

- 22.4 (1) **Non-Sworn Personnel.** Any employee in the job classification of \*Emergency Communications Center Telecommunicator, \*Emergency Communications Center Shift Supervisor, \*Fire Dispatcher – Emergency Communications Center, \*Police Dispatcher – Emergency Communications Center, who:
- is separated from City employment on or after June 30, 1992;
  - has an accumulated balance of at least one thousand eight hundred fifty (1,850) hours of sick leave credits; and
  - has at least twenty-five (25) years of service at the time of his/her separation from service, or who separates by reason of being ruled disabled and at the time of disability separation has at least twenty (20) years of service and begins drawing a disability pension.
- 22.4 (2) **Sworn Personnel Hired Prior to December 15, 1986.** Any employee in the job classification of Police Trainee, Police Officer, Sergeant, Lieutenant and Commander, who:
- was hired by the City on or prior to December 15, 1986;
  - has an accumulated balance of at least one thousand eight hundred fifty (1,850) hours of sick leave credits; and
  - has at least twenty-five (25) years of service at the time of his/her separation from service, or who separated by reason of being ruled disabled and at the time of disability separation has at least twenty (20) years of service and begins drawing a disability pension.
- 22.4 (3) **Sworn Personnel Hired Between April 20, 1987 through September 4, 1990.** Any employee in the job classification of Police Trainee, Police Officer, Sergeant, Lieutenant and Commander, who:
- was hired by the City during the period from April 20, 1987, through September 4, 1990;
  - has an accumulated balance of at least one thousand six hundred seventy-five (1,675) hours of sick leave credits; and
  - has at least twenty-five (25) years of service at the time of his/her separation from service, or who separated by reason of being ruled disabled and at the time of disability separation has at least twenty (20) years of service and begins drawing a disability pension.
- 22.4 (4) **Sworn Personnel Hired On or After January 2, 1991.** Any employee in the job classification of Police Trainee, Police Officer, Sergeant, Lieutenant and Commander, who:

## ARTICLE 22 – SEVERANCE PAY (Continued)

- was hired by the City on or after January 2, 1991;
- has an accumulated balance of at least one thousand five hundred (1,500) hours of sick leave credits; and
- has at least twenty-five (25) years of service at the time of his/her separation from service, or who separated by reason of being ruled disabled and at the time of disability separation has at least twenty (20) years of service and begins drawing a disability pension.

Employees entitled to the \$30,000 payment shall receive the entire amount during the month of February in the year following the year in which the employee separates his/her employment. Sick Leave requirements will be reduced by 2% for each full year of City service served under the non-represented benefit plan.

- 22.5 For the purpose of this severance program, a death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above, at the time of his/her death, payment of the severance pay may be made to the employee's estate or spouse.
- 22.6 Severance Pay which totals ten thousand dollars (\$10,000) or less shall be paid in accordance with the provisions of City Ordinance No. 11490.
- 22.7 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490 except in those cases where the specific provisions of this Article conflict with said ordinance and in such cases, the provisions of this Article shall control. Employees are not eligible for severance plans listed in City Ordinance No. 11490.
- 22.8 Any employee eligible to receive severance under this article shall have the full amount of their severance payment contributed to a PEHP in lieu of cash payment to the employee.

## ARTICLE 23 – WAGE SCHEDULE

- 23.1 Salary ranges applicable to **sworn titles** covered by this AGREEMENT shall be as shown below. Increases are effective on the first day of the pay period closest to the indicated effective date.

Effective January 1, 2021 (or closest pay period): 1%  
Effective January 1, 2022 (or closest pay period): 2%  
Effective July 1, 2022 (or closest pay period): 0.5%  
Effective November 1, 2022 (or closest pay period) sworn titles only: 2.5%  
Effective March 1, 2023 (or closest pay period): 3.5%

## ARTICLE 23 – WAGE SCHEDULE (Continued)

### POLICE OFFICER / POLICE TRAINEE

|            |       |       |       |       | 7-yr  | 10-yr | 15-yr | 18-yr |
|------------|-------|-------|-------|-------|-------|-------|-------|-------|
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 01/02/2021 | 32.60 | 35.50 | 38.92 | 40.96 | 42.38 | 43.59 | 44.13 | 46.40 |
| 01/01/2022 | 33.25 | 36.21 | 39.70 | 41.78 | 43.23 | 44.46 | 45.01 | 47.33 |
| 07/02/2022 | 33.42 | 36.39 | 39.90 | 41.99 | 43.45 | 44.68 | 45.24 | 47.57 |
| 11/05/2022 | 34.26 | 37.30 | 40.90 | 43.04 | 44.54 | 45.80 | 46.37 | 48.76 |
|            | (A)   | (B)   | (C)   | (D)   | 7-yr  | 10-yr | 15-yr | 17-yr |
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 02/25/2023 | 35.46 | 38.61 | 42.33 | 44.55 | 46.10 | 47.40 | 47.99 | 50.47 |

### SERGEANT

|            |       |       |       |       | 7-yr  | 10-yr | 15-yr | 18-yr |
|------------|-------|-------|-------|-------|-------|-------|-------|-------|
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 01/02/2021 | 36.38 | 39.83 | 44.61 | 47.00 | 48.62 | 50.06 | 50.92 | 53.56 |
| 01/01/2022 | 37.11 | 40.63 | 45.50 | 47.94 | 49.59 | 51.06 | 51.94 | 54.63 |
| 07/02/2022 | 37.30 | 40.83 | 45.73 | 48.18 | 49.84 | 51.32 | 52.20 | 54.90 |
| 11/05/2022 | 38.23 | 41.85 | 46.87 | 49.38 | 51.09 | 52.60 | 53.51 | 56.27 |
|            | (A)   | (B)   | (C)   | (D)   | 7-yr  | 10-yr | 15-yr | 17-yr |
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 02/25/2023 | 39.57 | 43.31 | 48.51 | 51.11 | 52.88 | 54.44 | 55.38 | 58.24 |

### COMMANDER

|            |       |       |       |       | 7-yr  | 10-yr | 15-yr | 18-yr |
|------------|-------|-------|-------|-------|-------|-------|-------|-------|
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 01/02/2021 | 43.53 | 47.82 | 53.78 | 56.72 | 58.72 | 60.54 | 61.63 | 64.82 |
| 01/01/2022 | 44.40 | 48.78 | 54.86 | 57.85 | 59.89 | 61.75 | 62.86 | 66.12 |
| 07/02/2022 | 44.62 | 49.02 | 55.13 | 58.14 | 60.19 | 62.06 | 63.17 | 66.45 |
| 11/05/2022 | 45.74 | 50.25 | 56.51 | 59.59 | 61.69 | 63.61 | 64.75 | 68.11 |
|            | (A)   | (B)   | (C)   | (D)   | 7-yr  | 10-yr | 15-yr | 17-yr |
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 02/25/2023 | 47.34 | 52.01 | 58.49 | 61.68 | 63.85 | 65.84 | 67.02 | 70.49 |

- 23.2 Salary ranges applicable to **non-sworn titles** covered by this AGREEMENT shall be as shown below. Increases are effective on the first day of the pay period closest to the indicated effective date.

Effective January 1, 2021 (or closest pay period): 1%  
 Effective January 1, 2022 (or closest pay period): 2%  
 Effective July 1, 2022 (or closest pay period): 0.5%  
 Effective March 1, 2023 (or closest pay period): 3.5%

## ARTICLE 23 – WAGE SCHEDULE (Continued)

### \*ECC SHIFT SUPERVISOR W/O PREMIUM

|            |       |       |       |       |       | 10-yr | 15-yr | 18-yr |
|------------|-------|-------|-------|-------|-------|-------|-------|-------|
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 01/02/2021 | 33.78 | 36.97 | 38.36 | 40.18 | 41.71 | 44.15 | 45.18 | 45.59 |
| 01/01/2022 | 34.46 | 37.71 | 39.13 | 40.98 | 42.54 | 45.03 | 46.08 | 46.50 |
| 07/02/2022 | 34.63 | 37.90 | 39.33 | 41.18 | 42.75 | 45.26 | 46.31 | 46.73 |
|            |       |       |       |       | 7-yr  | 10-yr | 15-yr | 17-yr |
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 02/25/2023 | 35.84 | 39.23 | 40.71 | 42.62 | 44.25 | 46.84 | 47.93 | 48.37 |

### COMMUNICATIONS SERVICES & MAINTENANCE SUPERVISOR

|            |       |       |       |       |       | 10-yr | 15-yr | 18-yr |
|------------|-------|-------|-------|-------|-------|-------|-------|-------|
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 01/02/2021 | 35.62 | 38.43 | 39.91 | 41.76 | 43.42 | 45.38 | 46.46 | 46.91 |

### \*FIRE DISPATCHER – EMERGENCY COMMUNICATIONS CENTER

|            |       |       |       |       |       | 10-yr | 15-yr | 18-yr |
|------------|-------|-------|-------|-------|-------|-------|-------|-------|
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 01/02/2021 | 30.11 | 32.90 | 34.13 | 35.70 | 37.04 | 39.20 | 40.09 | 40.54 |
| 01/01/2022 | 30.71 | 33.56 | 34.81 | 36.41 | 37.78 | 39.98 | 40.89 | 41.35 |
| 07/02/2022 | 30.86 | 33.73 | 34.98 | 36.59 | 37.97 | 40.18 | 41.09 | 41.56 |
|            |       |       |       |       | 7-yr  | 10-yr | 15-yr | 17-yr |
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 02/25/2023 | 31.94 | 34.91 | 36.20 | 37.87 | 39.30 | 41.59 | 42.53 | 43.01 |

### \*POLICE DISPATCHER – EMERGENCY COMMUNICATIONS CENTER

|            |       |       |       |       |       | 10-yr | 15-yr | 18-yr |
|------------|-------|-------|-------|-------|-------|-------|-------|-------|
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 01/02/2021 | 28.21 | 30.59 | 31.97 | 33.32 | 34.77 | 36.03 | 37.56 | 37.97 |
| 01/01/2022 | 28.77 | 31.20 | 32.61 | 33.99 | 35.47 | 36.75 | 38.31 | 38.73 |
| 07/02/2022 | 28.91 | 31.36 | 32.77 | 34.16 | 35.65 | 36.93 | 38.50 | 38.92 |
|            |       |       |       |       | 7-yr  | 10-yr | 15-yr | 17-yr |
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 02/25/2023 | 29.92 | 32.46 | 33.92 | 35.36 | 36.90 | 38.22 | 39.85 | 40.28 |

### \*ECC TELECOMMUNICATOR

|            |       |       |       |       |       | 10-yr | 15-yr | 18-yr |
|------------|-------|-------|-------|-------|-------|-------|-------|-------|
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 01/02/2021 | 26.14 | 28.37 | 29.59 | 30.87 | 32.18 | 33.37 | 34.72 | 35.16 |
| 01/01/2022 | 26.66 | 28.94 | 30.18 | 31.49 | 32.82 | 34.04 | 35.41 | 35.86 |
| 07/02/2022 | 26.79 | 29.08 | 30.33 | 31.65 | 32.98 | 34.21 | 35.59 | 36.04 |
|            |       |       |       |       | 7-yr  | 10-yr | 15-yr | 17-yr |
|            | (A)   | (B)   | (C)   | (D)   | (E)   | (F)   | (G)   | (H)   |
| 02/25/2023 | 27.73 | 30.10 | 31.39 | 32.76 | 34.13 | 35.41 | 36.84 | 37.30 |

## **ARTICLE 23 – WAGE SCHEDULE (Continued)**

- 23.3 Effective **January 1, 2023** (or closest pay period), the 18-year step (Step H) shall become a 17-year step.

## **ARTICLE 24 – SICK LEAVE**

- 24.1 During any period in which an EMPLOYEE is absent from work on sick leave, with or without pay, he shall not be employed or engage in any occupation for compensation outside of his/her regular City employment. Violation of the provisions of this paragraph by any EMPLOYEE shall be grounds for suspension or discharge.

- 24.2 In the case of a serious illness or disability of a parent or household member, the head of the department shall grant leave with pay in order for the employee to care for or to make arrangements for the care of such sick and disabled persons. Such paid leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited for forty (40) hours per incident.

An employee may use sick leave for absences due to an illness of the employee's child for such reasonable periods as the employee's attendance with the child may be necessary, on the same terms the employee is able to use sick leave for his/her own illness. An employee may also use up to forty (40) hours per incident to arrange for the care of a seriously ill or disabled child.

- 24.3 The head of the department or the Human Resources Director may require a physician's certificate or additional certificate at any time during an employee's use of sick leave for the purposes stated in 24.2 above. All such certificates shall be forwarded by the appointing officer to the Office of Human Resources.

If an employee is absent because of the provisions of Article 24.2 for three or fewer calendar days he/she shall submit to the head of the department a certificate signed by the employee stating the nature of the child, parent, or household member's sickness. If the sickness continues for more than three calendar days, no further sick leave shall be granted unless or until a physician is consulted. The sick leave may be continued from and including the day of consultation, but only if a certificate signed by the physician certifying to the nature and period of the person's sickness is submitted and approved by the head of the department and forwarded to the Office of Human Resources.

- 24.4 No sick leave shall be granted for the above reasons unless the employee reports to his/her department head the necessity for the absence not later than one-half hour after his/her regularly scheduled time to report for work, unless he/she can show to the satisfaction of the department head that the failure to report was excusable.
- 24.5 An employee shall be paid under the provisions of this article only for the number of days or hours for which he/she would normally have been paid if he/she had not been on sick leave.
- 24.6 Effective July 1, 2005, employees in the job classification of Police Trainee, Police Officer, Sergeant, Lieutenant and Commander shall accrue sick leave at the rate of twelve (12) days per year.

## **ARTICLE 25 – INCAPACITATION**

- 25.1 Regular, full time, EMPLOYEES in the titles of Police Officer, Sergeant, Lieutenant and Commander who are injured during the course of employment and thereby rendered incapable of performing job duties and responsibilities shall receive full wages during the period of incapacity, not to exceed the period equal to twelve (12) months plus accumulated sick leave. It is understood that in such cases, the twelve (12) month period shall first be utilized and only when same is exhausted shall accumulated sick leave be applicable.
- 25.2 Regular, full time, EMPLOYEES in the titles of Police Officer, Sergeant, Lieutenant and Commander, who are disabled through injury or sickness other than specified in Section 25.1 above shall receive full wages for a period equal to accumulated sick leave plus six (6) months as provided herein. It is understood that in such cases, accumulated sick leave shall first be utilized before the six (6) months, or any part thereof, shall be applicable. It is further understood that the six (6) month period shall be available only in those years where the last available Annual Report of the City Risk Management Office shall show average sick leave used per employee in the titles of Police Officer, Sergeant, Lieutenant and Commander (based on the 1972 Annual Report method of calculating same) of seven (7) days or less. For any employee hired after January 1, 2006, the maximum paid time off under this Section 25.2 shall be three (3) months.
- 25.2 (1) The seven (7) day bargaining unit qualification will not include sick leave usage in excess of four consecutive months. Sick leave days converted under the vacation conversion program will also be excluded.
- 25.3 EMPLOYEES injured or incapacitated by illness in the line of duty shall be entitled to reinstatement at any time within five (5) years from the date of injury or incapacity, provided they are physically capable of resuming their job.
- 25.4 Except as specifically provided in this Article, all illness and incapacity rules and policies previously in effect shall continue.

## **ARTICLE 26 – MATERNITY LEAVE**

- 26.1 Maternity is defined as the physical state of pregnancy of an employee, commencing eight (8) months before the estimated date of childbirth, as determined by a physician, and ending six (6) months after the date of such birth. In the event of an employee's pregnancy, the employee may apply for leave without pay at any time during the period stated above and the employer may approve such leave at its option, and such leave may be no longer than one (1) year.

## **ARTICLE 27 – FUNERAL AND BEREAVEMENT LEAVE**

- 27.1 Employees in the job classification of \*Emergency Communications Center Telecommunicator, \*Emergency Communications Center Shift Supervisor, \*Fire Dispatcher – Emergency Communications Center and \*Police Dispatcher – Emergency Communications Center who have accumulated sick leave credits, as provided in the Civil Service Rules, shall be granted leave with pay for such period of time as the Head of the Department deems necessary, on account of death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, or other person who is a member of the household. Any employee who has accumulated sick leave credits, as provided in the Civil Service Rules, may be granted up to three (3) days of sick leave to attend the funeral of the Employee's grandparent or grandchild.
- 27.2 Employees in the job classification of Police Trainee, Police Officer, Sergeant, Lieutenant and Commander shall be entitled to three (3) work days per year for paid Bereavement Leave. Paid Bereavement Leave may be used by an employee in the case death of the employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or other person who is a member of the household.
- 27.2 (1) A total of three (3) days per payroll year may be used as Bereavement Leave. Such leave shall not carry over from year to year.
- 27.2 (2) Additional time off in the event of death of an employee's mother, father, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, or other person who is a member of the household shall be charged to the employee's accrued vacation or compensatory time. Any additional time off must be approved by the department head.
- 27.2 (3) Bereavement Leave may only be used for those days when an employee has been previously scheduled to work during the requested leave time.
- 27.2 (4) The Department reserves the right to request appropriate documentation relating to the death at issue prior to granting Bereavement Leave. Such request for documentation shall not be subject to the provisions of Article 6 (Grievance Procedure).
- 27.2 (5) This Article supersedes any and all Civil Service Rules relating to utilization of paid leave for purposes stated in this article.

## **ARTICLE 28 – DISCIPLINE**

- 28.1 The Employer may discipline employees in any of the forms listed below:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

The Employer will discipline employees for just cause only and in accordance with the concept of progressive discipline.

## **ARTICLE 29 – SENIORITY**

- 29.1 Seniority, for the purpose of this AGREEMENT, shall be defined as follows:

The length of continuous, regular and probationary service with the EMPLOYER from the date an employee was first certified and appointed to a class title covered by this AGREEMENT, it being further understood that seniority is confined to the current class assignment held by an employee. In cases where two or more employees are appointed to the same class title on the same date, the seniority shall be determined by employee's rank on the eligible list from which certification was made. Seniority shall terminate when an employee retires, resigns, or is discharged.

- 29.2 In the event it is determined by the EMPLOYER that it is necessary to reduce the workforce, employees will be laid off by class title within each department based on inverse length of class seniority as defined above.

In cases where there are promotional series, when the number of employees in these higher titles is to be reduced, employees who have held lower titles which are in this bargaining unit will be offered reductions to the highest of these titles to which class seniority would keep them from being laid off, before layoffs are made by any class title within any department.

It is understood that such employees will pick up their former seniority date in any class of positions that they previously held.

- 29.3 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after two years of layoff. However, the recall rights for ranking officers (i.e.; Sergeants and above) shall expire after three (3) years of layoff.

## **ARTICLE 30 – BIDDING**

- 30.1 Once a year the Department shall hold a bid for Patrol Officers working District assignments. Officers assigned to a District shall be allowed to bid for their work shifts, i.e.; midnights, days and afternoons and assignments to shifts will be based upon an Officer's seniority. The bid card shall also include District preference. The Department shall attempt to assign Officers to their preferred District area. However, when a District assignment conflicts with a work shift bid, the work shift bid shall take preference.
- 30.2 The Department retains the right to designate special assignments to District personnel levels and such special assignments are not governed by the seniority bid system described above. The Department also reserves the right to make adjustments to the District personnel assignments. Such reassignment shall, whenever possible, honor the original seniority shift bids.

## ARTICLE 30 – BIDDING (Continued)

- 30.3 Those Patrol Officers assigned to other Units shall also be given bid cards. If an Officer is transferred from an assignment not covered by this section to a Team assignment, the Department shall make every effort to honor the Officer's yearly bid card.
- 30.4 The Employer agrees to form a committee made up of Federation-appointed and Department-appointed members to meet and confer on procedures, policy, and substance related to the appointment of special assignment jobs.
- 30.5 All employer/employee committees meeting times shall be considered part of an employee's regular work schedule. Any work performed by an employee for the committee may be done during their normal work hours if it does not create a burden on the unit to which they are assigned.

### 30.6 EMERGENCY COMMUNICATIONS CENTER ASSIGNMENTS

Once per year the EMPLOYER shall issue seniority bid cards to \*Emergency Communications Center Telecommunicators, \*Fire Dispatcher – Emergency Communications Center and \*Police Dispatcher – Emergency Communications Center. Such EMPLOYEES shall complete the bid card as to preference for shift (Tour I, II, III) which shall be assigned based on classification seniority.

## ARTICLE 31 – WORK BREAKS

- 31.1 EMPLOYEES in the titles of \*Emergency Communications Center Telecommunicator, \*Fire Dispatcher – Emergency Communications Center and \*Police Dispatcher – Emergency Communications Center shall be allowed adequate time from work within each four consecutive hours of work to use the nearest convenient restroom and/or as relief from work.
- 31.2 If said EMPLOYEE is required to work a full one-half shift beyond his/her regular end of tour, he/she shall be entitled to the rest period that occurs during said one-half shift.

## ARTICLE 32 – CHANGE IN SHIFT

- 32.1 Dignitary Visits – Should the Employer determine in its sole discretion that schedule changes are necessary to provide staffing required to adequately accommodate a visit to St. Paul by an individual for whom a State or Federal government agency has requested special security precautions, the following schedule change provisions shall apply:

- 32.1 (1) When an employee is required to change their normally scheduled day off with less than 96 hours' notice, the employee shall be entitled to compensation based on the following schedule:

| Minimum Advance Notice | Compensation              |
|------------------------|---------------------------|
| 96 hours               | 2 hours compensatory time |
| 72 hours               | 3 hours compensatory time |
| 48 hours               | 4 hours compensatory time |
| 24 hours               | 5 hours compensatory time |

## **ARTICLE 32 – CHANGE IN SHIFT (Continued)**

If the employee receives less than 24 hours advance notice, all hours worked that depart from the employee's regular work schedule shall be compensated at time and one-half the employee's regular hourly rate.

- 32.1 (2) When an employee is ordered to work on a scheduled off day, s/he shall also be given an alternate day off to be determined by his/her supervisor. The alternate day off shall be scheduled sometime within the employee's 28-day FLSA work period, or the following 28-day FLSA work period if the change in work schedule will not trigger FLSA overtime.
- 32.2 For purposes of this Section, a "change in work schedule" means changing a scheduled off day to a scheduled work day or changing the starting and ending time of an employee's shift (but not the total number of consecutive hours of work) on a scheduled work day by more than 90 minutes. This Article does not apply to changes for which the only change from the employee's regularly scheduled shift is an early start or hold-over that results in the employee working more hours than s/he would normally have worked during such scheduled shift.
- 32.3 The provisions of this Article do not supersede and shall not be used to circumvent the provisions of Article 9 (Court Time), Article 10 (Call Back), or other overtime provisions of the Labor Agreement.

## **ARTICLE 33 – PARKING**

- 33.1 The City shall provide parking for all employees covered by this Agreement, at or within a reasonable distance from their work location, at no cost to the employee. In lieu of the City charging employees directly for parking at their work location, the Union shall pay to the City a lump sum of \$25,600 per year, paid on or before April 1 of each year.

## **ARTICLE 34 – FITNESS FOR DUTY – PSYCHOLOGICAL EXAMINATIONS**

- 34.1 **Psychological Examinations.** No employee shall be referred to any psychiatric or psychological testing or examination unless the City has reasonable cause, as established under the circumstances described below. Notice of such referral shall be made in writing to the employee stating in full the reasons for said referral.

When an employee is referred for a psychological or psychiatric fitness for duty examination, such examination shall be conducted by one of the professionals selected by the employee from a panel established by mutual agreement between the City and the Federation. The panel shall consist of not less than three (3) licensed psychiatrists or psychologists (the "Medical Professional") who have expertise regarding psychological or emotional disorders and who are qualified to opine as to the employee's fitness to engage in law enforcement duties. If the employee fails to select a Medical Professional from the panel and schedule an initial appointment within ten (10) days of the notice of referral, the City may select the medical Professional from the panel.

## **ARTICLE 34 – FITNESS FOR DUTY – PSYCHOLOGICAL EXAMINATIONS (Continued)**

The decision of the Medical Professional shall be final and binding on the parties as to the fitness for duty of the employee. The cost of the examination shall be paid by the City. The City agrees that it will limit the documentation it obtains from the examination to the Medical Professional's medical conclusion as to whether that employee is fit for duty. The City agrees to maintain the information noted above in strict confidentiality subject to the requirements of the Minnesota Government Data Practices Act.

At such time as the City determines that an employee shall be required to submit to a fitness for duty evaluation and during the time the evaluation is pending, the City shall reassign the employee to other duties or place the employee on paid administrative leave. However, such assignment or pay status may be revoked or discipline imposed if the employee fails to cooperate with the City or the Medical Professional including any failure to provide documentation or waivers deemed necessary by the Medical Professional in order to prepare the fitness for duty examination under these provisions.

After an employee who has been found to be not fit for duty has exhausted his/her incapacitation benefits under Article 25 and any sick leave, vacation, and compensatory time banks, the City in its sole discretion, shall either assign the employee to a limited duty assignment or place the employee on an unpaid medical leave of absence. Such unpaid medical leave of absence shall last not less than two (2) years. FMLA benefits shall run from the date employee has been determined to be not fit for duty. The employee shall be entitled to return to his/her last held rank if, prior to the expiration of the leave of absence, the Medical Professional who originally made the finding that the employee was not fit for duty determines that the employee has regained his/her ability to perform the essential functions of the job. If the Medical Professional who originally made the finding that the employee was not fit for duty is no longer licensed to practice in the State of Minnesota, such determination of rehabilitation and fitness to return to work may be made by any Medical Professional currently on the panel. In the event of reinstatement, the City shall pay for the cost of any training or certification necessary for the employee to return to active duty as a peace officer.

- 34.2 **Circumstances Permitting Referral for Psychological Examination.** The City may require an employee to be examined where there exists a reasonable cause to believe, based upon specific observations and facts and rational inferences drawn from those observations and facts, that the employee may be suffering from a mental condition and such condition prevents the employee from effectively performing the essential job duties or poses a threat to the health and safety of the employee or others.

Such reasonable suspicion must be based upon the observations of at least two supervisors or co-workers who have first-hand knowledge or upon reliable information provided to a supervisor that employee is currently exhibiting conduct which reasonably demonstrates that the aforementioned circumstances exists. However, before making the referral, the Chief or his/her designee shall verify the validity of the circumstances by meeting with the employee or conducting an investigation as to the factual basis of the alleged conduct. Nothing herein shall limit or otherwise modify the rights of an employee to file for a grievance arbitration to challenge the basis upon which the Chief

## ARTICLE 34 – FITNESS FOR DUTY – PSYCHOLOGICAL EXAMINATIONS (Continued)

relied in making the referral for the psychological evaluation before the employee shall be required to submit to a psychological fitness for duty evaluation as established by the Minnesota Court of Appeals in *Hill v. City of Winona*. The processing of the grievance arbitration should be completed within sixty (60) days, if at all possible. If after the grievance is resolved or arbitrated and the cause for referral is upheld, the employee must sign all necessary releases and fully cooperate with the fitness for duty examination or be subject to disciplinary action.

- 34.3 **No Conflict With Workers' Compensation Laws.** Nothing in this Section shall be construed to be in conflict with any rights or obligations of the City or employee under applicable Workers Compensation laws or regulations. If such conflict arises, the Workers Compensation laws and regulations shall prevail.
- 34.4 **Consent under the Minnesota Human Rights Act.** If the above provisions are complied with, the employee is deemed to have consented to this examination under the Minnesota Human Rights Act.

## ARTICLE 35 – DURATION AND EFFECTIVE DATE

- 35.1 Except as herein provided, this Agreement shall be effective as of January 1, 2021, and shall continue in full force and effect through December 31, 2023, and thereafter until modified or amended by mutual agreement of the parties.

Either party desiring to amend or modify this AGREEMENT shall notify the other in writing by June 15 of the year in which modifications are desired, so as to comply with the provisions of the Public Employment Labor Relations Act of 1971.

- 35.2 Retroactive pay adjustments shall apply to all employees of the bargaining unit who are active employees on the date of signing of the agreement except those who have been terminated for cause.

### WITNESSES:

CITY OF SAINT PAUL

SAINT PAUL POLICE FEDERATION

  
Jason Schmidt  
Labor Relations Manager

  
Date

  
Mark Ross  
Saint Paul Police Federation President

  
Date

## APPENDIX A – UNIFORM ALLOWANCE

|                                        | Unit Price |
|----------------------------------------|------------|
| Overcoats .....                        | \$125.00   |
| Jackets, winter.....                   | \$39.95    |
| Jackets, intermediate .....            | \$35.95    |
| Jackets, summer .....                  | \$27.95    |
| Parkas.....                            | \$49.95    |
| Rain Suits (Motorcycle Officers).....  | \$17.95    |
| Rain Coats.....                        | \$32.00    |
| Cap Covers.....                        | \$ 2.50    |
| Vests.....                             | \$ 8.50    |
| Alternate Vest .....                   | \$ 5.95    |
| Trousers, winter .....                 | \$34.95    |
| Trousers, intermediate.....            | \$29.50    |
| Trousers, summer.....                  | \$25.50    |
| Shirts, winter (Colored) .....         | \$ 7.95    |
| Shirts, winter (Ranking Officer) ..... | \$ 8.95    |
| Shirts, summer (Colored).....          | \$ 6.95    |
| Shirts, summer (Ranking Officer).....  | \$ 7.95    |
| Ties.....                              | \$ 1.25    |
| Shoes .....                            | \$19.00    |
| Alternate Shoes .....                  | \$22.00    |
| Chukka Boots.....                      | \$19.00    |
| Ranch Wellington Boots .....           | \$22.00    |
| Overshoes.....                         | \$12.95    |
| Alternate Overshoes.....               | \$ 6.95    |
| Rubbers .....                          | \$ 3.95    |
| Socks (Black or Navy Blue) .....       | \$ 1.50    |
| Socks (Black with White Foot).....     | \$ 1.75    |
| Rubber Leggings.....                   | \$ 4.95    |
| Black Gloves.....                      | \$ 7.50    |
| Uniform Caps, winter.....              | \$ 8.75    |
| Uniform Caps, summer.....              | \$ 8.75    |

## APPENDIX A – UNIFORM ALLOWANCE (Continued)

|                                 | Unit Price |
|---------------------------------|------------|
| Sam Browne Belts.....           | \$ 8.95    |
| Alternate Sam Browne Belts..... | \$16.25    |
| Garrison Belt.....              | \$ 2.50    |
| Cartridge Holder .....          | \$ 3.50    |
| Flashlight Holder .....         | \$ 1.50    |
| Federal Streamer Holder .....   | \$ 2.00    |
| Handcuffs .....                 | \$13.95    |
| Handcuff Case.....              | \$ 3.04    |
| Whistle Chains .....            | \$ 1.95    |
| Safety Helmet:                  |            |
| Visor.....                      | \$ 2.25    |
| Chin Cup.....                   | \$ 1.50    |
| Chin Strap .....                | \$ .95     |
| Heavy Duty Face Shield .....    | \$ 9.95    |
| Head Suspension.....            | \$ 4.90    |
| Outer Shell .....               | \$14.20    |
| Duty Guard.....                 | \$ 2.95    |
| Y-D Harness.....                | \$ 2.95    |
| Holsters:                       |            |
| Federal Man .....               | \$ 5.95    |
| Safariland 11A .....            | \$18.95    |
| Safariland 29 .....             | \$12.95    |
| Don Hume 216.....               | \$15.50    |

The following items are included in the clothing allowance for employees assigned to work as Detectives:

1. Saps
2. Handcuffs
3. Handcuff Holders
4. Overshoes
5. Rubbers
6. Holster

# **MEMORANDUM OF AGREEMENT**

**Between**

**THE CITY OF SAINT PAUL**

**and**

**SAINT PAUL POLICE FEDERATION**

This Memorandum of Agreement (hereinafter “MOA”), is entered into by the City of Saint Paul (hereinafter “City”) and St. Paul Police Federation (hereinafter “Union”) for the purposes of establishing new options for pre-65 Retiree Health Insurance (hereinafter “RHI”). This agreement supersedes previous agreements.

The parties agree to the following:

- A. The City’s contribution for RHI for eligible employees is capped per Article 16 of the CBA.
- B. A result of the Affordable Care Act, new health insurance options are available to retirees in addition to the health insurance plan offered by the City.
- C. Effective October 1, 2019, the following three (3) health insurance options will be available to eligible retirees:
  1. The City offered retiree health plan.
  2. ACA compliant insurance plans (not sponsored by The City)
    - i. A \$350/\$300 per month contribution (Per Article 16 of the CBA) will be deposited to a Post-Employment Health Plan Account (PEHPA) for an eligible retiree who provides proof of coverage under an Affordable Care Act (ACA) compliant health plan from a carrier of their choice. An eligible retiree may request reimbursement from their PEHPA account for “qualified medical expenses” as defined by the Tax Code and applicable Regulations.
    - ii. The \$350/\$300 per month contribution to the PEHPA will be deposited through the month in which the eligible retiree turns 65. Thereafter, no further contributions will be made to the PEHPA. During the 90-day period prior to the eligible retiree’s 65<sup>th</sup> birthday, the retiree may enroll in a Medicare supplement plan sponsored by the City. Upon making a timely enrollment in a City-sponsored Medicare supplement plan, the retiree will be eligible for a monthly contribution (Per Article 16 of the CBA) to be applied toward the monthly premium for the supplement plan.
    - iii. An eligible retiree who selects option “2”, and in a subsequent year chooses to return to option “1”, may do so during the City’s Open Enrollment period provided the retiree is under age 65 and has maintained continuous participation in an ACA compliant health insurance plan. However, such election to return to option 1 after participating in option 2 may only be made once per lifetime.
  3. Federal/State Market place (pre-65 Eligible retirees)
    - i. Waiver of coverage: An eligible retiree may waive the City’s contribution to allow that non-Medicare eligible retiree the opportunity to qualify for a Federal premium subsidy based on the ACA regulations.
    - ii. Eligible retirees who select option “3”, will be considered non-participating and never be eligible for any future participation or for any City contribution.

Memorandum of Agreement  
Police Retiree Pre-65 Health Insurance Options  
Page Two

4. Federal/State Market place (pre-65 Eligible retirees)
  - i. Waiver of coverage: An eligible retiree may waive the City's contribution to allow that non-Medicare eligible retiree the opportunity to qualify for a Federal premium subsidy based on the ACA regulations.
  - ii. Eligible retirees who select option "3", will be considered non-participating and never be eligible for any future participation or for any City contribution.

The terms of this MOA shall run concurrent with the current collective bargaining agreement between the parties.

**FOR THE CITY:**

  
Jason Schmidt  
Labor Relations Manager  
8/15/22  
Date

**FOR THE UNION:**

  
Mark Ross, President  
Saint Paul Police Federation  
8/15/22  
Date