JANUARY 1, 2026 - DECEMBER 31, 2026

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL NO. 635

REPRESENTING: DEPUTY CHIEFS

INDEX

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BETWEEN
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AND
THE LAW ENFORCEMENT LABOR SERVICES, INC, LOCAL NO. 635

This AGREEMENT is entered into, between the City of Saint Paul, hereinafter referred to as the EMPLOYER, and Law Enforcement Labor Services, Inc., Local No. 635, hereinafter referred to as the UNION. The EMPLOYER and the UNION 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 UNION agree that the purpose of entering into this AGREEMENT is to:

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.
2. Establish the full and complete understanding of the parties concerning the terms and conditions of this AGREEMENT.
3. Establish procedures to orderly and peacefully resolve disputes as to the application or interpretation of this AGREEMENT.
4. Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT and thereafter until such time that a successor agreement is reached.
5. The Union 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 UNION: Law Enforcement Labor Services, Inc., Local No. 635.

2.2 EMPLOYER: The City of Saint Paul

2.3 UNION MEMBER: A member of the Law Enforcement Labor Services, Inc., Local No. 635.

2.4 EMPLOYEE: An employee in the UNION'S exclusively recognized bargaining unit.

2.5 AGREEMENT: The collective bargaining agreement between the UNION and the EMPLOYER.

ARTICLE 2 – DEFINITIONS (Continued)

2.6 DEPARTMENT HEAD: The Chief of Police, City of Saint Paul

ARTICLE 3 – RECOGNITION

3.1 The EMPLOYER recognizes Law Enforcement Labor Services, Inc. as the exclusive representative as certified by the Bureau of Mediation Services, Case No. 26PCE0749 for:

All licensed essential employees in the job classification of Deputy Chief employed by the City of St. Paul, Minnesota, who are public employees within the meaning of Stat. 179A.03, subd. 14, excluding supervisory and confidential employees within the meaning of Minn. Stat. 179A.03, subd. 17 and 4.

3.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job 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 Law Enforcement Labor Services, Inc. dues. Such monies shall be remitted as directed by Law Enforcement Labor Services, Inc. Deductions shall begin within thirty (30) days of receipt by the EMPLOYER of the authorization and deductions shall be remitted to Law Enforcement Labor Services, Inc. within thirty (30) days of the deduction.

4.2 The UNION may designate one employee from the bargaining unit to act as a steward, and one alternate, and shall inform the EMPLOYER in writing of such choices.

4.3 The EMPLOYER shall make space available on the employee bulletin board for posting official UNION 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 Law Enforcement Labor Services, Inc. shall indemnify the Employer for any successful employee claim for unauthorized employer deduction made by relying on Law Enforcement Labor Services, Inc.'s submission of membership authorizations or certification or regarding the employee's authorization for the dues deduction or for any successful employee claim for unauthorized employer deductions by relying on information from Law Enforcement Labor Services, Inc. regarding changing or canceling dues deductions including any reasonable attorney fees and litigation costs.

ARTICLE 4 – SECURITY (Continued)

4.5 Release time for negotiations. During each round of negotiations, one UNION MEMBER will be allowed to meet with the City's authorized representative, without loss of pay, for the purpose of collective bargaining agreement negotiations.

ARTICLE 5 – EMPLOYER AUTHORITY

5.1 The UNION 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 of personnel.

ARTICLE 6 – EMPLOYEE AND UNION 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, oral or written 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 their 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 **UNION REPRESENTATIVES**

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

6.3 **PROCESSING OF GRIEVANCE**

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

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

6.4 **PROCEDURES**

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

Step 1 An EMPLOYEE or the UNION 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 to the EMPLOYEE and UNION 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 UNION within ten (10) calendar days shall be considered waived.

Step 2 If appealed, the written grievance shall be presented by the UNION to, and discussed with, the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed 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 UNION within ten (10) calendar days shall be considered waived.

Step 3 If appealed, the written grievance shall be presented by the UNION to and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION 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 UNION to Step 4 within ten (10) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within ten (10) calendar days shall be considered waived.

Optional Mediation Step

1. If the grievance has not been satisfactorily resolved at Step 3, either the UNION 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.
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 or until the party requesting mediation chooses to proceed to arbitration, whichever occurs first.
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 with ample opportunity to present the evidence and arguments to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. If the grievance is not resolved and is subsequently moved to arbitration, 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 or the mediation process 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 UNION and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's 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 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 UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

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 UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step.

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** - The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of

Mediation Services. The arbitrator for a grievance arising from the discipline of a sworn employee shall be selected in accordance with Minn. Stat. § 626.892.

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 – Intentionally Left Blank

ARTICLE 9 – Intentionally Left Blank

ARTICLE 10 – Intentionally Left Blank

ARTICLE 11 – UNIFORM ALLOWANCE

11.1 All EMPLOYEES under this AGREEMENT shall be entitled to $1,250 each year as a clothing allowance on a voucher system.

11.2 The balance of an employee's accrued uniform allowance (unused amounts plus any new additions) may not exceed $2,500.

ARTICLE 12 – MILITARY LEAVE OF ABSENCE

12.1 **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.

12.2 **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.

12.3 Such leaves of absence as granted under Article 12 shall conform to Minnesota Statutes, Section 192 as amended from time to time and applicable federal law and shall confer no additional benefits other than those granted by said statute or laws.

ARTICLE 13 – LEGAL SERVICE

13.1 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.

13.2 Notwithstanding Article 13.1 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 14 – FITNESS FOR DUTY

14.1 A Fitness for Duty Exam is an evaluation by a medical professional hired by the City of Saint Paul to determine if an employee is physically or mentally able to perform the essential functions of a position. Such an exam can be required when an employee claims that they are unable to perform certain functions of a job or the manager believes that the employee cannot perform the essential functions of the job. A Fitness for Duty Exam can also be used when an employee's medical care giver provides incomplete or contradictory information. Any Fitness for Duty Exam shall be limited to essential functions of the job and essential job related abilities.

ARTICLE 14 – FITNESS FOR DUTY (Continued)

14.2 **The Process:**

- Step 1: The first step in the process is for the department to send a letter to the Director of Human Resources requesting a Fitness for Duty Exam. The request should include the basic issue at hand with some background information indicating why the department feels an exam is warranted.
- Step 2: The Director of Human Resources will review and consider the request.
- Step 3: If approved, Human Resources and the Union shall mutually agree upon a doctor or psychologist and will work together to schedule an appointment.
- Step 4: A letter is sent out by Human Resources to the employee notifying them that they are to go to the scheduled appointment. Attached to the letter is a release for medical information so the doctor or psychologist can review the employee's medical history. This release is voluntary on the part of the employee.
- Step 5: Human Resources will work with the employee and clinic to schedule the required medical or psychological exam. Information will be collected from the Department and/or Labor Relations to be relayed to physician for appointment.
- Step 6: After the examination is complete, a report is sent by the doctor or psychologist to Human Resources detailing the results of the examination.
- Step 7: The report determining whether or not the employee is Fit for Duty is then shared with the Human Resources Director, who will share the results with the department, and the department is billed for the cost of the exam.

14.3 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 Director of Human Resources relied in making the referral for the psychological evaluation before the employee shall be required to submit to a psychological fitness for duty evaluation. 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. Any adverse employment action resulting from a fitness for duty exam, including discharge or unpaid leave status, shall be subject to the grievance procedure in Article 6.

ARTICLE 15 – INSURANCE

Active Employee Insurance

15.1 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.

ARTICLE 15 – INSURANCE (Continued)

If in either year the number of plans increase, the increase will be based on the average premium.

Effective January 2026, 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:
2025 contributions plus eighty-two and one-half percent (82.5%) of the premium increase for 2026, after any plan design changes; employees shall be responsible for the 2025 employee contribution, plus seventeen and one-half percent (17.5%) of the premium increase for 2026, after any plan design changes.

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

Single: $833.04, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $51.10/month.

Family: $2,002.34 plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $306.12/month.

Elect Plan/Vantage Plus ACO Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2026; 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: $796.30, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $0.00/month.

Family: $2,002.34 plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $77.42/month.

Park Nicollet ACO Plan:
The lesser of the Employer's contribution for the Choice Passport Plan for 2026; 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: $791.46, plus $225 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $0.00/month.

Family: $2,002.34, plus $135 per quarter to be deposited in a VEBA account (plus an additional $225 per quarter in a VEBA for completion of 2025 Wellness Program). Employee share: $64.82/month.

Passport Copay Plan:
Single: $398.88 (Employee share: $731.28/month)
Family: $748.22 (Employee share: $2,216.32/month)

If the actual premiums for 2026 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.

15.2 The City will provide employees with life insurance in an amount equal to $20,000.

15.3 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.

Survivor Insurance

15.4 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:

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

15.4 (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

15.5 Employees who retire must meet the following conditions in order to be eligible for the Employer contributions listed in Articles 15.6 through 15.9 below toward a health insurance plan offered by the Employer:

15.5(1) Have severed their relationship with the City of Saint Paul under one of the retiree plans, and

15.5(2) 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

15.5(3) Have severed their relationship with the City of Saint Paul for reasons other than an involuntary termination for misconduct.

Employees hired after July 1, 2005, shall not be eligible to receive the Employer contributions described in Articles 15.6 through 15.9. In lieu of such contributions for retiree insurance, the Employer shall pay $500 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. 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

15.6 This Article shall apply to employees who:

15.6 (1) Retire on or after January 1, 1996, and
15.6 (2) Were appointed on or before December 31, 1995, and
15.6 (3) Have not attained age 65 at retirement, and
15.6 (4) Meet the terms set forth in Article 15.5 above, and
15.6 (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 15.9 shall apply.

15.7 This Article shall apply to employees who:

15.7 (1) Retire on or after January 1, 1996, and
15.7 (2) Were appointed on or after January 1, 1996, and
15.7 (3) Have not attained age 65 at retirement, and
15.7 (4) Meet the terms set forth in Article 15.6 above, and
15.7 (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 15.9 shall apply.

15.8 Effective as of the first day of the month following execution of this agreement and continuing thereafter, an employee who separated from service as a result of a duty disability and for whom the Employer was obligated to provide health coverage pursuant to Minn. Stat. § 299A.465, subd. 1 (c), shall not be eligible to receive the Employer contributions described in Articles 15.6 through 15.7. Upon exhaustion or ineligibility for the health coverage provided pursuant to § 299A.465, subd. 1 (c), the Employer contributions described in Articles 15.6 and 15.7 are reinstated. Following such former employee's 65th birthday, they would be eligible to receive the Employer contribution under Section 15.9 or 15.10 provided they meet the eligibility provisions of one of those sections.

Regular Retirees (Age 65 and over)

15.9 This Article shall apply to employees who:

15.9 (1) Retire on or after January 1, 1996, and
15.9 (2) Were appointed prior to January 1, 1996, and
15.9 (3) Have attained age 65 at retirement, and
15.9 (4) Meet the terms set forth in Article 15.5 above, and
15.9 (5) Select a health insurance plan offered by the Employer.

ARTICLE 15 – 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 15.6 when such early retiree attains age 65.

15.10 This Article shall apply to employees who:

15.10 (1) Retire on or after January 1, 1996, and
15.10 (2) Were appointed on or after January 1, 1996, and
15.10 (3) Have attained age 65 at retirement, and
15.10 (4) Meet the terms set forth in Article 15.5 above, and
15.10 (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 15.7 when such early retiree attains age 65.

15.11 The contributions indicated in Article 15 shall be paid to the Employer's third-party administrator or designated representative.

15.12 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 their retirement or if a retiree discontinues their participation at a later date, such retiree will not be eligible for any future participation or for any Employer contribution.

15.13 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 16 – SAFETY

16.1 EMPLOYER and EMPLOYEE shall cooperate in the enforcement of all applicable regulations for the enforcement of job safety. If an EMPLOYEE feels that their 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 17 – VACATION

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

Years of Service	**Vacation Granted**
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

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

17.2 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.

17.3 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.

17.3(a) Employees hired after July 1, 2005, who elect to utilize the conversion in 17.3 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.

17.4 The above provisions of vacation shall be subject to Resolution No. 6446, Section I, sub. G.

17.5 Any employee who is eligible to receive Severance from the City under Article 19 shall have their accrued but unused vacation contributed to a PEHP in lieu of cash payment to employee.

17.6 Such amounts as listed in 17.5 above shall be made at the time of retirement.

17.7 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 18 – HOLIDAYS

18.1 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:

18.1 (1) Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

18.1 (2) Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

18.1 (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.

18.2 **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 19 – SEVERANCE PAY

19.1 The Employer shall provide a severance pay program as set forth in this Article 19.

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

19.2 (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.

19.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, they 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 WITH THE CITY	MAXIMUM SEVERANCE PAY
20	$5,000
21	$6,000
22	$7,000
23	$8,000
24	$9,000
25	$10,000

19.4 An employee who meets the eligibility requirements for a severance benefit under Article 19.3 and who meets the following additional requirements shall be granted severance pay in the amount of forty-five thousand dollars ($45,000) in lieu of the amounts payable under Article 19.3:

19.4 (1) Employees hired between April 20, 1987, through September 4, 1990. Any employee 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 their 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.

19.4 (2) Employees hired on or After January 2, 1991. Any employee who:

- 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 their 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 $45,000 payment shall receive the entire amount during the month of February in the year following the year in which the employee separates their employment. Sick Leave requirements will be

ARTICLE 19 – SEVERANCE PAY (Continued)

reduced by 2% for each full year of City service served under the non-represented benefit plan.

19.5 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 their death, payment of the severance pay shall be made to the employee's estate or spouse.

19.6 Severance Pay which totals ten thousand dollars ($10,000) or less shall be paid in accordance with the provisions of City Ordinance No. 11490.

19.7 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.

19.8 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 20 – WAGE SCHEDULE

20.1 Salary ranges applicable to EMPLOYEES 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.

Deputy Chief of Police	Start	After Six (6) Months in Position
Effective Date: April 1, 2026 (closest pay period)	20% above top Commander ($199,971/$96.14)	25% above top Commander ($208,312/$100.15)

ARTICLE 21 – SICK LEAVE

21.1 Employees shall accrue sick leave at the rate of twelve (12) days per year.

21.2 Employees shall be entitled to Sick Leave pursuant to the Minnesota Earned Sick and Safe Time law, Minn. Stat. 181.9445, et seq. Any Sick Leave may be used for the persons and purposes and under the conditions provided for in the Minnesota Earned Sick and Safe Time law. Minn. Stat. 181.9445 et seq., 29 U.S.C. § 2601, et seq. (Family and Medical Leave Act), and/or Minn. Stat. Ch. 268B (Minnesota Paid Leave Law).

ARTICLE 21 – SICK LEAVE (Continued)

21.3 An employee shall be paid under the provisions of this article only for the number of days or hours for which they would normally have been paid if they had not been on sick leave.

21.4 Such sick leave as provided in this article shall be in addition to all other sick leave employee has accumulated with the employer in previous classifications. Such previously accrued sick leave shall not be forfeited by the employee.

ARTICLE 22 – INCAPACITATION

22.1 Regular, full time, EMPLOYEES 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.

22.2 Regular, full time, EMPLOYEES who are disabled through injury or sickness other than specified in Section 22.1 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. For any employee hired after January 1, 2006, the maximum paid time off under this Section 22.2 shall be three (3) months. It is further understood that this leave period shall be available only in those years where the average sick leave used per employee in the title of Deputy Chief is seven (7) days or less.

22.3 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.

22.4 Except as specifically provided in this Article, all illness and incapacity rules and policies previously in effect shall continue.

ARTICLE 23 – PARENTAL LEAVE

23.1 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.

23.2 **Paid Parental Leave:**
The City shall provide up to eight (8) weeks of Paid Parental Leave to eligible employees following the birth, placement for adoption or adoption of a child. Duration of the Paid Parental Leave will be calculated by calendar date from the first day of leave for eight (8) consecutive calendar weeks.

ARTICLE 23 – PARENTAL LEAVE (Continued)

The Paid Parental Leave must be used in a continuous block of time and will run concurrently with any other leaves available under existing federal and state laws. Paid Parental Leave shall not limit nor diminish benefits provided under the Minnesota Family and Medical Leave Act. The Paid Parental Leave must be requested, approved and used within six (6) months of the qualifying event or the opportunity to request and/or use the leave will be forfeited.

To be eligible for this leave, the employee must:
1. be the biological parent or the adoptive parent or the spouse of the biological or adoptive parent of the child; and,
2. must have worked for the City for at least one (1) year preceding the first date of the leave; and,
3. have 1,250 hours of worked time in the twelve (12) months immediately before the leave.

The eligible employee using Paid Parental Leave will be paid their assigned salary. Vacation will accrue during the Leave as if the employee were working. If a regularly scheduled holiday falls during the employee's use of Paid Parental Leave it will not be considered Paid Parental Leave but will be Holiday leave. Use of holiday pay during a Paid Parental Leave will not extend the length of the leave.

The City will continue to pay its share of the cost of an eligible employee's group health Insurance during Paid Parental Leave. The eligible employee's share of the premium will be deducted from the eligible employee's pay in accordance with normal practices.

ARTICLE 24 – FUNERAL AND BEREAVEMENT LEAVE

24.1 Employees shall be entitled to three (3) workdays 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.

24.1 (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.

24.1 (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.

24.1 (3) Bereavement Leave may only be used for those days when an employee has been previously scheduled to work during the requested leave time.

24.1 (4) The Department reserves the right to request appropriate documentation relating to the death at issue prior to granting Bereavement Leave. Such request

ARTICLE 24 – FUNERAL AND BEREAVEMENT LEAVE (Continued)

for documentation shall not be subject to the provisions of Article 6 (Grievance Procedure).

24.1 (5) This Article supersedes any and all Civil Service Rules relating to utilization of paid leave for purposes stated in this article.

24.1 (6) The benefits provided in this provision are in addition to the bereavement leave benefit provided for in the ESST law and eligible under Article 21 Sick Leave.

ARTICLE 25 – MINNESOTA PAID FAMILY AND MEDICAL LEAVE

25.1 The Employer and Employee shall equally share the cost of premiums required under Minnesota's Paid Family and Medical Leave law. The total premium shall be split 50% by the Employer and 50% by the Employee. The Employee's share will be collected through payroll deduction. Employees shall be able to use any paid leave, including sick or vacation leave, to supplement any Paid Family and Medical Benefits, Minn. Stat. 268B et seq., not to exceed one hundred percent (100%) of the regular wage of the Employee.

ARTICLE 26 – DISCIPLINE

26.1 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. The removal of an employee from an unclassified appointed position pursuant to Article 27.4 shall not be considered discipline and may not be grieved by the Union through Article 6. Such removal or unappointment shall be considered separate from a demotion or discharge under this article.

ARTICLE 27 – SENIORITY

27.1 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.

ARTICLE 27 – SENIORITY (Continued)

27.2 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.

27.3 Recall from layoff shall be in inverse order of layoff, except that recall rights shall expire after three (3) years of layoff.

27.4 Appointment as a Deputy Chief is on an "at-will" basis. Employees may be unappointed by the employer at any time, with or without cause, and with or without advance notice. Where applicable, appointment is recognized as a leave of absence from the classified position previously held by the employee. Regardless of the reason for the unappointment, employees shall be eligible to return to their previously held Civil Service position to the extent permitted by the City's Civil Service Rules and the applicable Labor Agreement, if any.

ARTICLE 28 – DURATION AND EFFECTIVE DATE

28.1 Except as herein provided, this Agreement shall be effective as of January 1, 2026, and shall continue in full force and effect through December 31, 2026, 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 at least sixty (60) days prior to the expiration of this AGREEMENT so as to comply with the provisions of the Public Employment Labor Relations Act of 1971.

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

ARTICLE 28 – DURATION AND EFFECTIVE DATE (Continued)

WITNESSES:

CITY OF SAINT PAUL	**LAW ENFORCEMENT LABOR SERVICES, INC., LOCAL NO. 635**
7/28/26	Robin Roeser Jul 27, 2026
Jason Schmidt Date Deputy Director Human Resources	Robin Roeser, Business Representative Date
	7-28-26
	Jeff Stiff, Steward Date