

LABOR AGREEMENT

BETWEEN

THE CITY OF PLYMOUTH



AND



AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 5
Local 3445 (Maintenance Employees)

JANUARY 1, 2024 - DECEMBER 31, 2026

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ARTICLE I. DEFINITIONS

- 1.1 **EMPLOYER**: The City of Plymouth or its designee.
- 1.2 **EMPLOYEE REPRESENTATIVE**: American Federation of State, County, and Municipal Employees, Council No. 5.
- 1.3 **EMPLOYEE**. A person who has completed the probationary period with the Employer and has been granted regular employment status.
- 1.4 **REGULAR FULL TIME POSITION**. "Regular Full Time" means a group of duties and responsibilities requiring the employment of a person for at least forty (40) hours per week each week throughout the year (2080 per year) and from year to year and which have been defined as regular full time by the Employer in the current budget year.
- 1.5 **REGULAR PART-TIME POSITION** "Regular Part-time Position" means a group of duties and responsibilities requiring the part-time employment of one person for at least twenty (20) but less than forty (40) hours per week throughout the year, from year to year, and which have been defined as regular part-time by the Employer in the current budget year.

ARTICLE II. RECOGNITION

- 2.1 The EMPLOYER recognizes the EMPLOYEE REPRESENTATIVE as the exclusive representative of an appropriate bargaining unit of all maintenance employees of the Public Works and Parks Departments, Sewer and Water Maintenance Employees and Automotive Mechanics of the City of Plymouth, Plymouth, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding supervisory and confidential employees.

ARTICLE III. UNION SECURITY

- 3.1 Dues: The EMPLOYER shall deduct twice each month an amount sufficient to provide the payment of regular dues established by the EMPLOYEE REPRESENTATIVE from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the EMPLOYEE REPRESENTATIVE.

The EMPLOYEE REPRESENTATIVE shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld. The EMPLOYER, upon written request of the employee representative, shall cancel such dues or other deductions.

Pursuant to Minn. Stat. 179A.07(8)(a)-(c), the employer will notify and provide information to the bargaining unit exclusive representative as required. The dues remittance shall include a list of employees in the bargaining unit whose dues have been forwarded.

- 3.2 Official notices: The EMPLOYER agrees to allow the bargaining unit to place a bulletin board in an approved location for the purpose of posting official notices and bulletins. The

bargaining unit agrees that it will enforce the following: Items which reflect negatively on the Union, employees or the City of Plymouth, shall not be posted. All posted materials must be approved by an authorized bargaining unit representative. The EMPLOYER shall have no responsibility for any materials posted on the bulletin board.

3.3 Indemnification: The bargaining unit agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of action taken by the EMPLOYER under all provisions of this Article.

3.4 Representation: The EMPLOYER agrees to recognize stewards certified by the bargaining unit as provided in this section subject to the following:

There shall be no more than four stewards.

The bargaining unit will provide a list of officers and stewards who are authorized to investigate and present grievances to the EMPLOYER. The list will remain in effect until the bargaining unit provides a replacement(s) for an office.

The EMPLOYER agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business with notice to the supervisor when such business will commence and when it has ended. Not more than one (1) employee representative (steward or officer) will be authorized time off with pay to investigate or present any one (1) grievance to the EMPLOYER.

Paid interruption of work for Union business shall be limited to the investigation and presentation of grievances to the EMPLOYER at times when the employee is scheduled to work. It is recognized and accepted by the Union and the EMPLOYER that the investigation and 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.

Any other paid interruption of work shall only be allowed if agreed to in advance by the EMPLOYER.

ARTICLE IV. EMPLOYER RIGHTS

4.1 Except as explicitly limited by a specific provision of this Agreement, the EMPLOYER shall have the exclusive right to take any action it deems appropriate in the management of the City and the direction of the work force in accordance with its judgment. All inherent, statutory and common law management functions and prerogatives which the EMPLOYER has not expressly modified or restricted by specific provision of this Agreement are retained and vested exclusively with the EMPLOYER. The EMPLOYER shall have the sole and exclusive right to determine the functions and programs of the City, its overall budget, utilization of technology, the organizational structure and selection and direction and number of personnel. In addition, the EMPLOYER specifically reserves the exclusive right in

accordance with its judgment to: hire, promote, transfer, and assign Employees to work; determine the starting and quitting time and the number of hours and days to be worked; maintain the efficiency of Employees: close down buildings or any part thereof or expand, reduce, alter, combine, transfer or cease any job, department, operation or service; subcontract any work done by the Employees, control and regulate the use of equipment and other property of the EMPLOYER; determine the number, location and operation of buildings, and divisions and departments thereof, the assignment of work and the size and composition of the work force, make or change rules, policies; introduce new or improved research, development, maintenance, service methods, materials or otherwise generally manage the City, direct the Employees and establish terms and conditions of employment, except as expressly modified or restricted by specific provision of this Agreement. The EMPLOYER'S non exercise of any function hereby reserved to it or its exercising any such function in a particular way shall not be deemed a waiver of its right to exercise such function or to preclude the EMPLOYER from exercising the same in some other way not in conflict with the express provisions of this Agreement. The EMPLOYEE REPRESENTATIVE agrees that it shall not establish or attempt to enforce upon the EMPLOYER, or any Employee, any rule or regulation which would interfere with the recognized right of management to carry out the foregoing provisions.

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

ARTICLE V. WORK SCHEDULE

- 5.1 The regular workday for employees shall be eight (8) to ten (10) hours and the normal workweek shall be forty (40) hours, Monday through Friday, provided, however, that nothing contained herein shall be construed as a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees. The regular workday shall be 6 a.m. to 5 p.m. Monday through Friday for employees assigned to the maintenance facility and from 6 a.m. to 1 a.m. Sunday through Saturday for employees assigned to the Ice Center and Plymouth Community Center. Shift changes to outside these hours require a seven (7) day notice.

- 5.2 Service to the public may require the establishment of regular shifts for some Employees other than the normal eight (8) or ten (10) hour day. The EMPLOYER will give eighteen (18) hours advance notice to the employees affected by the establishment of such shifts except where emergency or unusual circumstances (including but not limited to fire, flood, snow, sleet, or breakdown of municipal equipment or facilities) in the supervisor's judgment warrant shorter notification.
- 5.3 The EMPLOYER may require the establishment of a regular work week that schedules work on Saturdays and/or Sundays.

ARTICLE VI. NON-DISCRIMINATION.

- 6.1 The parties agree that their respective policies will not discriminate against any employee covered by this Agreement. Violations of this article are not arbitrable.

ARTICLE VII. SUBCONTRACTING NOTICE

- 7.1 Nothing in this Article limits the rights of the EMPLOYER to exercise its clearly stated right to subcontract work set forth in Article 4.1. This Article sets forth only the notice requirements if the EMPLOYER exercises its right to subcontract work.
- 7.2 Subcontracting shall be defined to include only work which would cause one or more of the currently filled positions of regular full-time employees to be eliminated.
- 7.3 Upon determination by the city manager that the EMPLOYER may consider subcontracting, a fifteen (15) calendar day notice will be provided to the bargaining unit. If requested by the bargaining unit, the EMPLOYER will meet and confer with the bargaining unit. The EMPLOYER will give the bargaining unit thirty (30) calendar days' notice that it will subcontract work. This notice is not required if an emergency or unusual circumstances (including but not limited to fire, flood, snow, sleet, or breakdown of municipal equipment or facilities) in the EMPLOYER's judgment warrant shorter notification.

ARTICLE VIII. SENIORITY - JOB POSTING

- 8.1 The policy of seniority is formulated to give regular, full-time employees with longer periods of service an opportunity for promotion and also give all employees a feeling of security.
- 8.2 There shall be a master seniority list established which shall include all regular employees in the bargaining unit. Following successful completion of the probationary period, the EMPLOYER shall place the employee on the seniority list, the date of seniority shall be the date of last hire as a regular employee. In the event of layoff due to lack of work, regular employees with the least seniority shall be the first to be laid off, providing the employees remaining on the payroll are qualified to perform the work remaining to be done, which qualification shall be determined by the EMPLOYER. In the event of a call back the last employee laid off shall be the first to be called back, subject to the EMPLOYER determination that the employee(s) called back is/are qualified to perform the work assignments.

8.3 The EMPLOYER shall have the right to remove the names of employees from the seniority list for those employees who have quit their employment, have been discharged, have retired or have been laid off for more than one (1) year.

8.4 In the event of a job opening, an announcement shall be posted for five (5) working days prior to advertisement of the position, giving employees of the bargaining unit the opportunity to apply for the job opening.

Regular employees who hold the same job classification in another department or division, and are qualified for the job, shall be granted an interview. However, the EMPLOYER shall in no case be required to employ such most senior employee and the EMPLOYER reserves the right to select the most qualified candidate which qualification the EMPLOYER shall determine. Selection of a regular employee for a transfer or promotion will in no case set a precedent for the future nor be considered a past practice.

8.5 Employees selected for a higher-class position shall fulfill a new probationary period of six (6) months. Should the employee be deemed in the sole discretion of the EMPLOYER not to be suited for the higher-class position during the probationary period, then the Employee shall be reassigned to their formerly held position without loss of seniority.

ARTICLE IX. OVERTIME, COMPENSATORY TIME OFF, OVERTIME SELECTION AND STANDBY PAY

9.1 Overtime

Hours worked in excess of: (1) a regularly scheduled 8 hour or 10 hour shift; or (2) or more than forty (40) hours within a seven (7) day period, will be compensated at one and one-half (1-1/2) times the employee's regular base pay rate provided however that the premium pay provided in Article 25.2 shall be added to the employee's regular base pay rate for calculation of overtime hours. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked. Time worked for the purposes of calculating overtime shall include regular hours worked and annual leave. Supervisors shall not be assigned overtime hours unless non-supervisory employees are given first choice for such overtime or in case of emergencies.

During a declared emergency or a full city call-out, hours worked before and after a regularly scheduled shift shall be paid at one and one-half (1-1/2) times the employee's regular base rate regardless of the number of hours worked on that day. Hours worked during the regularly scheduled shift shall be paid at the regular rate regardless of the number of hours worked on that day.

9.2 Compensatory Time Off

Employees may have up to 60 hours of compensatory time off in their comp time banks which can be used and replenished throughout the year. Comp time hours over 60 will be paid to employees as taxable income. An employee who qualifies for extended illness leave

under the terms of this labor agreement may use up to 60 hours of compensatory time off in lieu of annual leave or unpaid leave.

Standby time may be placed in the compensatory time off bank. It is earned at straight time and will be placed in the compensatory bank at straight time.

Management shall retain the right to determine whether overtime or standby time will be compensated in cash. Supervisors will notify employees at the time overtime is offered whether it can be banked as compensatory time off.

Compensatory time is not eligible for cash out.

9.3 Overtime Selection

A regular full-time employee represented by this contract may be required to work overtime. Overtime will be assigned by qualifications and seniority. Overtime will be offered to employees in the following order:

1. Full time employees in division
2. Full time employees in department
3. Full time employees from other departments
4. Seasonal employees

If an adequate number of employees cannot be obtained to perform work voluntarily, overtime may be required of qualified employees with the least seniority from the same order as above. Employees will provide the Employer with one telephone number which must be up to date at all times.

9.4 Standby Pay

Employees who are assigned by their supervisor to be on standby shall be compensated as follows: 2.5 hours straight time per weeknight (Mon – Thurs), 10 hours straight time per weekend (end of shift Friday to beginning of shift the following Monday), and 6 hours straight time per observed holiday.

An employee on standby shall be available to respond within one hour.

Standby employees so designated may find a substitute for any part of the assigned hours. However, only full day substitutions shall be paid by the Employer to the substitute. Except for unforeseen circumstances, the employee's supervisor must be notified forty-eight hours in advance and must approve any substitution.

9.5 Call Back Pay

An employee called back to work at a time other than their normally scheduled shift shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times the employee's regular base rate. Reporting early for a shift or an extension of a shift shall not qualify for this minimum. A utility operator who receives a notice of a problem shall first attempt to

determine whether the problem can be corrected on-line or can be handled during regular hours or by the maintenance worker on call. If they are not required to return to the job site, they shall record the time used to handle the call and shall report such calls on their time sheet whenever the accrued time equals an hour or more.

ARTICLE X. DISCIPLINE

- 10.1 New Employees shall be on a twelve (12) month probationary period, and all promoted or rehired Employees shall be on a six (6) month probationary period following the promotion or rehire to the position in the bargaining unit. Probationary Employees may be disciplined or discharged by the EMPLOYER in its sole and exclusive discretion at any time during the probationary period. Employees who have completed the probationary period may be suspended or discharged for just cause.
- 10.2 Discipline may be in one or more of the following forms:
- (a) Oral reprimand;
 - (b) Written reprimand;
 - (c) Suspension;
 - (d) Demotion;
 - (e) Discharge.
- 10.3 Notices of suspension, demotions, and discharges will be in written form and will state the reasons for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted. The EMPLOYEE REPRESENTATIVE and the Union President will be provided with a copy of all written reprimands, notices of suspension, demotion, or discharge.
- 10.4 Employees may examine their own personnel files at reasonable times under the direct supervision of the EMPLOYER.

ARTICLE XI. GRIEVANCE PROCEDURE

- 11.1 A "grievance" is a claim or complaint by an Employee and/or the EMPLOYEE REPRESENTATIVE over the interpretation or application of the express terms of this Agreement.
- 11.2. All grievances, after the first step, shall be presented in writing and contain the following elements:
- 11.21 Name of the aggrieved Employee.
 - 11.22 Reference to the specific portion of the Agreement at issue in the grievance. The nature of the grievance, when it took place, and the informal actions taken in an attempt to resolve it.
 - 11.23 Requested action of the EMPLOYER to resolve the grievance.

- 11.3 Waiver of Grievance. The time limitations set forth in this Article are of the essence of this Agreement. No grievance shall be accepted by the EMPLOYER unless it is submitted or appealed within the time limits set forth in Section 11.6 of this Agreement. If the grievance is not submitted within the timelines at Step 1 it shall be deemed waived. If the grievance is not appealed within the timelines set forth in Step 2 and above it shall be considered to have been settled in accordance with the EMPLOYER's last answer.
- 11.4. Any grievance arising from a decision or interpretation of the provisions of this Agreement made at a given level cannot be grieved at a lower level.
- 11.5 The number of days indicated at each level shall be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may be extended only by mutual agreement in writing.
- 11.6 Grievance Procedure
- 11.61 Step 1. Oral Notice to Immediate Supervisor Not later than ten (10) working days after the Employee knew or should have known the act or condition on which the grievance is based, the employee must discuss the grievance with his/her immediate supervisor. The immediate supervisor shall within ten (10) working days orally respond to the employee.
- 11.62 Step 2. Written Grievance to Manager If the employee is not satisfied with the disposition of the grievance by the immediate supervisor, the aggrieved employee, with the EMPLOYEE REPRESENTATIVE, may within five (5) working days of receipt of the disposition of the grievance from the immediate supervisor submit it, in writing, to the next step as determined by the department to which the employee is assigned. Within five (5) working days after receipt of the grievance, the manager shall meet with the aggrieved employee to resolve the grievance. Within ten (10) working days after such meeting, the Manager shall make his/her decision and communicate in writing to the aggrieved employee and the EMPLOYEE REPRESENTATIVE.
- 11.63 Step 3. Written Grievance to Department Director If the employee is not satisfied with the disposition of the grievance by the designated manager as appropriate, the EMPLOYEE REPRESENTATIVE may within five (5) working days receipt of the disposition of the grievance from the designated manager submit it to the department director. Within ten (10) working days after receipt of the grievance, the department director shall meet with the EMPLOYEE REPRESENTATIVE to resolve the grievance. Within ten (10) working days after such meeting, the Director shall make his/her decision and communicate in writing to the aggrieved employee and the EMPLOYEE REPRESENTATIVE.
- 11.64 Step 4. Written Grievance to the City Manager If the EMPLOYEE REPRESENTATIVE is not satisfied with the disposition of the grievance by the department director, the

aggrieved employee through the EMPLOYEE REPRESENTATIVE, may within ten (10) working days after receipt of the disposition of the grievance, submit the grievance to the City Manager. Upon receipt of the grievance, the City Manager shall meet with the aggrieved employee and the EMPLOYEE REPRESENTATIVE within ten (10) working days. Within ten (10) working days after such meeting, the City Manager shall make his/her decision and communicate in writing to the aggrieved employee and the EMPLOYEE REPRESENTATIVE.

- 11.7 If the EMPLOYEE REPRESENTATIVE is not satisfied with the disposition of the grievance by the City Manager, the EMPLOYEE REPRESENTATIVE, may institute compulsory binding arbitration proceedings within twenty (20) calendar days according to the following conditions and regulations.
- 11.8 The grievance shall be submitted to the Bureau of Mediation Services within 90 days of the date of the city's 4th step response requesting arbitration before an arbitrator. In the event the EMPLOYER and the EMPLOYEE REPRESENTATIVE cannot agree upon the selection of the arbitrator within five (5) calendar days, the Director of the Bureau of Mediation Services may be requested by either party to submit a list of seven (7) persons from which the arbitrator shall be selected. The parties shall alternately strike one name from the list of seven (7) names. The last remaining name shall serve as the arbitrator.
- 11.9 No decision shall be made by the arbitrator without the participation of the representative of both the aggrieved party and the EMPLOYER, unless, in the judgment of the arbitrator, either the EMPLOYER or the aggrieved party is unnecessarily delaying arbitration proceedings (and after due notice of such judgment by the arbitrator to both parties hereto), in which case decisions may be reached without the participation of the party causing the delay.
- 11.10 The arbitrator shall be empowered, except as their powers are limited below, to make a final binding decision in case of alleged violation of rights expressly accorded by this Agreement. Limitations on the power of the arbitrator are as follows:
 - 11.10.1. They shall have no power to add to or subtract from or modify any of the terms of this Agreement.
 - 11.10.2. They shall have no power to establish or change wage rates or change or establish any fringe benefits.
 - 11.10.3. They shall have no power to decide any question, which under this agreement, is within the right of management to decide, which shall include, but is not limited to such areas of discretion of policy as the functions and programs of the EMPLOYER: its overall budget, utilization of technology, the organizational structure, and the selection and direction and number of personnel, except as these rights may be especially conditioned by this agreement.

- 11.11 All fees and expenses of the arbitrator shall be shared equally by the EMPLOYER paying one-half (1/2) of such fees and expenses and the EMPLOYEE REPRESENTATIVE paying one-half (1/2). Each party to the arbitration procedure shall be responsible for compensating its own representatives and spokespersons and all expenses incurred in preparing and presenting its arbitration case.
- 11.12 The arbitrator shall have no right to require the EMPLOYER, the EMPLOYEE REPRESENTATIVE, or any Employee to perform any act contrary to law or contrary to the provisions of this Agreement.
- 11.13 All decisions rendered shall be in writing, dated, and shall set forth the decision and reason for the decision and be transmitted promptly to the EMPLOYEE REPRESENTATIVE and to the EMPLOYER.

ARTICLE XII. HOLIDAYS

- 12.1 Holiday leave is authorized absence from duty with pay granted all regular and regular probationary employees. A holiday will be paid as eight (8) hours regardless of the length of the shift employees are assigned. The following are official holidays for all regular employees:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

The EMPLOYER shall issue a list of official holidays and the dates on which they will be observed in December of the year prior to when they holidays will be observed.

- 12.2 Employees will be entitled to receive pay for official holidays at their normal straight-time rates, provided they work the department's last regular shift to which they would be assigned prior to the holiday and the department's first regular shift to which they would be assigned following the holiday or are on authorized paid leave. All regular part-time employees will be eligible to receive pro-rata pay for designated holidays.
- 12.3 Work performed on an actual, not observed holiday will be compensated at two times the

straight time rate.

- 12.4 When a holiday falls upon a Saturday, the preceding Friday shall be observed as the holiday. When a holiday falls upon a Sunday, the following Monday shall be observed as the holiday.
- 12.5 During the week of a holiday, the Employer may adjust schedules for employees working other than an 8-hour shift so that they do not have to use other paid leave to supplement holiday pay.

ARTICLE XIII. ANNUAL LEAVE

13.1 Annual Leave Accrual.

Annual leave benefits shall accrue according to the following schedule for regular and probationary full-time employees:

<u>Years of Employment</u>	<u>Leave Accrued Per Year in Hours</u>
During 0- 5	142
During 6 -10	182
After 10	190
After 11	198
After 12	206
After 13	214
After 14	222
After 15	230
After 16+	238

Regular part-time employees shall accrue annual leave pro rata based on their budgeted hours if they are budgeted for a minimum of 1040 hours per year.

13.2. Administration of Annual Leave

13.21 An employee shall not have more than 480 hours of annual leave accrued at any time unless a written request has been submitted to and approved by the city manager prior to such accrual.

13.22 Employees may not use annual leave until it has been credited to the employee's bank in the payroll system.

13.23 Accumulated annual leave cannot be transferred from one employee to another, except as provided in the Personnel Policy, Annual Leave/Vacation Donation section.

13.24 Annual leave shall not be earned by an employee during leaves of absence without pay when such leaves are in excess of ten (10) consecutive working days. An employee receiving either short term or long-term disability insurance is considered to be on leave without pay for the purposes of this section.

13.25 Annual leave will take two forms:

- a) Planned leave which will be scheduled in advance with the supervisor's approval giving preference to the senior employee's request.
- b) Unplanned leave which will require notification of the supervisor within 30 minutes of the employee's scheduled work day if the employee is not at work or notification of the supervisor before leaving work.

13.26 Annual leave may be used in increments of fifteen (15) minutes or more.

13.27 If unplanned leave shows a pattern suggesting abuse, the supervisor shall notify the employee of his/her concern. If such abuse continues, the employee shall be warned in writing that such continued abuse may be cause to deny future unplanned leave requests without a physician's note.

ARTICLE XIV. EXTENDED ILLNESS LEAVE

14.1 Extended illness leave is designed to meet the needs of an employee who suffers from an illness or injury that requires convalescence over an extended period of time.

14.2 Definitions: For the purposes of extended illness leave policy, the following terms shall have the meanings provided below.

"Extended illness" means a state of incapacity due to personal illness or accidental bodily injury to a regular employee except for illness or accidental bodily injury incurred while self-employed or employed by other than the city, which requires the regular and personal attendance of a licensed physician and/or which prevents an employee from performing substantially all of the duties of his/her position.

"Extended illness leave" is authorized absence from duty with pay granted regular employees who have successfully completed the probationary period of employment with the city and who become ill or disabled. Extended illness leave may be used by an employee having more than 6 month's continuous employment with the city to provide care to employee's child during periods of illness in accordance with all provisions of this policy including the 21-day waiting period. If an employee exhausts his/her annual leave balance extended illness leave may also be used in conjunction with an authorized FMLA leave at the EMPLOYER'S option. Extended illness leave is not a right which an employee may use at the employee's discretion. Extended illness leave shall be allowed by the EMPLOYER only in the case of verified necessity and actual need. The purpose of any extended illness leave is to provide income continuation during that period of time when the employee is unable to perform substantially all of the duties of a position which the employee holds.

14.3 Accrual

Extended illness leave shall be accrued from date of hire until the completion of 15 years of

employment at 1.54 hours per pay period (40 hours per year).

Such accrual will be adjusted on a pro-rata basis if an employee is hired or authorized to work less than full time (40 hours per week). Extended illness leave accrual will cease if an employee is on leave of absence without pay for ten (10) or more consecutive days. An employee receiving long term disability insurance is considered to be on leave without pay for the purposes of this section. Extended illness leave, once used, may not be replenished.

14.4 Administration

14.41 Extended illness leave shall be used only if an employee is ill or injured and is on leave due to a physician certified illness or injury for 21 consecutive days or more. Such extended illness leave shall be administered as described below.

14.42 Employees may not use extended illness leave until it has been credited to the employee's bank in the payroll system.

14.43 To be eligible to receive extended illness leave benefits, an employee shall inform human resources of their need to take extended illness leave. Employees are responsible for keeping the EMPLOYER advised on at least a weekly basis of their status to remain eligible for paid benefits.

14.44 The EMPLOYER reserves the right to have its own physician examine the employee periodically to render an opinion on whether the employee is able to return to productive work with the EMPLOYER. If, in the EMPLOYER'S sole judgment, an employee is deemed to be able to resume productive work for the city, the employee shall be directed to report to an appropriate work assignment. If the employee fails to report for work as directed, paid benefits shall be terminated upon recommendation of human resources and approval of the city manager.

14.45 When an employee requests extended illness leave, a physician's statement may be required by the EMPLOYER prior to the employee's return to work. The physician's statement must indicate the nature and length of the disability, any restrictions which the disability places upon the employee's ability to perform the work of the position and attest to the employee's ability to return to work. An employee who has been asked by the EMPLOYER to provide such a statement shall not continue receiving benefits until they have complied with this provision.

14.46 An employee who makes a false claim for extended illness leave benefits shall be subject to disciplinary measures.

14.47 While receiving paid benefits under this section the employee will continue to accrue annual leave and receive city contributions to retirement and insurance programs sponsored by the city in which the employee participates.

14.48 Extended illness leave balances shall not be converted to any other form, i.e., cash, annual leave, or any other thing of value at any time for any purpose for any employee.

14.5 For those who converted time from mid-term disability (MTD) to extended illness leave: Employees with more than 600 hours of extended illness leave: Upon retirement, with a full or reduced PERA pension, an employee with over 600 hours of extended illness leave may opt to convert hours up to 460 to annual leave at ½ their value (230 hours of annual leave). No more than 480 hours may be in the annual leave bank at any time, including termination.

ARTICLE XV. FUNERAL LEAVE

15.1 Funeral leave may be granted to probationary or regular full-time city employees by the employee's immediate supervisor. To be eligible for funeral leave an employee must furnish adequate proof that a death has occurred within the employee's immediate family.

15.2 The term "immediate family" shall include the spouse, domestic partner, parents, stepparents, child, stepchild, grandchild, step grandchild, siblings and step siblings of the employee, or grandparents of the employee or spouse, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, step aunt, uncle or step uncle.

15.3 A "domestic partner" must be registered with human resources prior to the use of requested leave. Registration is by signed affidavit of the employee and the domestic partner.

15.4 Paid funeral leave may be granted for one, two, three or four workdays where the supervisor concludes such leave is warranted provided that not more than four days (32 hours) of paid funeral leave per calendar year, to be accrued on January 1 of each year, shall be allowed. The immediate supervisor shall grant or deny such requests.

ARTICLE XVI. PARENTAL LEAVE

16.1 One week (40 hours) of paid parental leave is allowed one time over the course of an employee's career with the City of Plymouth. This leave is not deductible from any other paid leave banks and runs concurrently with FMLA.

16.2 Paid parental leave can be used for the birth or adoption of a child in accordance with FMLA rules.

16.3 Paid parental leave will be adjusted on a pro-rata basis if an employee is hired or authorized to work less than full time (40 hours per week).

ARTICLE XVII. JURY DUTY

17.1 Employees called and selected for jury service shall receive their regular compensation and

other benefits less the amount of jury or witness fees. Money received by the employee for mileage fees with respect to jury service shall not be deducted from his/her regular compensation.

ARTICLE XVIII. SPECIAL STATUTORY LEAVES OF ABSENCE

- 18.1 Family medical leave, parental leave and other statutory leaves shall be administered as per the applicable section of the EMPLOYER'S current Personnel Policy.

ARTICLE XIX. LONG-TERM DISABILITY

- 19.1 Eligibility for Long Term Disability. Long term disability leave is authorized absence from duty with pay granted regular full-time employees of the City. Long-term disability benefits shall be available to eligible regular full-time employees based exclusively upon the terms and conditions contained in the contract with the City and its long-term disability insurer. The terms and benefits under the program are subject to change from time to time. A complete copy of the contract dealing with the terms and conditions for the long-term disability benefits program shall be on file with the Human Resources and shall be available for review by employees.
- 19.2 Benefits. The current issued long-term disability program provides for the following benefits.
- 19.21 Elimination Period. Benefits are payable commencing with the 91st calendar day of disability.
- 19.22 The eligible employee shall receive approximately two-thirds of the employee's regular straight time compensation as of the date the disability commenced, to a maximum of 6,000 per month subject to coordination with any and all other disability benefits whether provided by the city, private firms, or another public agency.

When on approved paid long-term disability leave the employee shall not receive city contributions to retirement and insurance programs nor will the employee accrue annual leave, extended illness leave, holiday pay, or be considered as time in active service unless this paragraph is specifically waived by the City Manager.

ARTICLE XX. INSURANCE

- 20.1 Beginning January 1, 2024, the premium contributions by the EMPLOYER are reflected in the table below.

2024 Medical Insurance Plans & Rates

		Total Monthly Premium	City Contribution to Premium	City Contribution to VEBA	Total City Contribution	Employee Contribution to Premium
Plan 1	\$2,500/80% - Achieve					
	Single (\$2,500 Deductible)	\$665.38	\$665.38	\$187.50	\$852.88	\$0.00
	Family (\$5,000 Deductible)	\$1,662.43	\$1,213.57	\$187.50	\$1,401.07	\$448.86
Plan 2	\$2,500/80% - Open Access					
	Single (\$2,500 Deductible)	\$707.86	\$707.86	\$187.50	\$895.36	\$0.00
	Family (\$5,000 Deductible)	\$1,768.55	\$1,273.36	\$187.50	\$1,460.86	\$495.19
Plan 3	\$2,250/100% - Achieve					
	Single (\$2,250 Deductible)	\$736.35	\$736.35	\$187.50	\$923.85	\$0.00
	Family (\$4,500 Deductible)	\$1,839.73	\$1,306.21	\$187.50	\$1,493.71	\$533.52
Plan 4	\$2,250/100% - Open Access					
	Single (\$2,250 Deductible)	\$783.35	\$783.35	\$187.50	\$970.85	\$0.00
	Family (\$4,500 Deductible)	\$1,957.16	\$1,350.44	\$187.50	\$1,537.94	\$606.72
Plan 5	\$2,500/80% - Select					
	Single (\$2,500 Deductible)	\$601.68	\$601.68	\$208.34	\$810.02	\$0.00
	Family (\$5,000 Deductible)	\$1,503.27	\$1,127.45	\$312.50	\$1,439.95	\$375.82

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

For 2025 and 2026, the city agrees to re-open the contract to negotiate Article 20.1 health insurance only, and the city agrees to meet prior to open enrollment each year.

- 20.2 In the event the premiums are increased beyond the maximum contributions provided by the EMPLOYER above, such increases shall be paid by the employee through payroll deduction. Regular part time employees who are budgeted for more than 1040 hours per year are eligible for a pro-rata share of the EMPLOYER'S contribution.
- 20.3 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as comply with the Act and avoid any penalties, taxes or fines for the Employer. In such negotiations, the rights and obligations of the Union shall be subject to the provisions of Minn. Stat. § 179A.06, and the rights and obligations of the Employer shall be subject to the provisions of Minn. Stat. § 179A.07.
- 20.4 The EMPLOYER will select and provide one or more group dental insurance plans.

If an employee selects either of the single VEBA health plans or waives health coverage, the

Employer shall pay the cost of single or family dental insurance premiums.

- 20.5 If regular part-time employees who receive a pro-rata share do not expend their pro-rata share on single health and dental premiums, the remainder up to the maximum for regular full-time employees may be directed to a VEBA account.
- 20.6 If IRS Code, Section 457, is repealed or changed the EMPLOYER shall no longer provide such compensation.
- 20.7 The EMPLOYER will provide for the term of this contract, term life insurance and accidental death and dismemberment insurance in the total face amount of \$50,000. The EMPLOYER will pay a sum not to exceed \$20.00 per month for the foregoing coverage. In the event the premium is increased beyond the maximum contribution provided by the EMPLOYER above, such increase shall be paid by the Employee through payroll deduction.
- 20.8 All employees of the unit eligible for long-term disability insurance coverage shall pay, through payroll deduction, the full cost of such coverage.

ARTICLE XXI. POST EMPLOYMENT HEALTH CARE SAVINGS PLAN

- 21.1 The Post-Employment Health Care Savings Plan is made available through an outside vendor. It is intended that this arrangement constitute a voluntary employees' beneficiary association (VEBA) under Section 501(c) (9) of the Internal Revenue Code. Funds shall be deposited into an account to be used following separation of city service. Funds shall be withheld pre-tax and may be used for reimbursement of eligible health care expenses as determined by the IRS. A detailed description of this plan is available from human resources or the city's chosen vendor. Participation is mandatory for all employees of the bargaining group who meet established criteria as follows:

For bargaining group members who terminate employment with the City of Plymouth and are eligible for a full or reduced PERA pension, the city will make a one-time contribution of the entire cash equivalent of the employee's annual leave balance if that balance is equal to or greater than 80 hours upon the last date worked. If the annual leave balance is less than 80 hours, the entire amount will be provided as taxable income on the employee's final paycheck.

ARTICLE XXII. UNIFORMS

- 22.1 The EMPLOYER agrees that in the event it requires employees to wear uniforms, it shall supply and maintain such uniforms.

ARTICLE XXIII. CERTIFICATION AND LICENSES

- 23.1 The EMPLOYER shall reimburse employees for required certifications/licenses, including renewals.

- 23.2 The EMPLOYER shall reimburse the Employee for the cost of the difference between a Class D Minnesota Driver's License and the cost of the required license and endorsements required by the EMPLOYER for the position.

ARTICLE XXIV. SEASONAL LABORER

- 24.1 Definition: Seasonal laborer is an employee employed for seven (7) months or less within a twelve (12) month period, but more than 67 workdays and fourteen (14) hours per week. Seasonal laborer does not include employees exempted from the 67-day requirement, due to their student status by M.S. 179A.03 Subd. 14(f).
- 24.2 Seasonal laborers shall be covered only by those provisions of this agreement relating to:
Article 5 - Work Schedule
Article 9.3 - Overtime Selection
Article 21 – Uniforms
Article 24 – Seasonal Laborer
- 24.3 If the Union requests to meet and confer on discipline meted out to a seasonal laborer, the Employer agrees to meet and confer.
- 24.4 Seasonal laborers may work in any of the city's maintenance divisions. No more than twenty-six (26) such employees will work at any one time.
- 24.5 A full-time maintenance employee would not be laid off before a non-regular or regular part-time maintenance laborer working in that division.
- 24.6 Each seasonal laborer position will work no more than 160 working days per year during the period between April 1 and November 1, except that two seasonal employees may continue working at the yard waste site beyond these dates, and the city may hire or retain seasonals beyond these dates when there is a need to backfill for a regular position when the regular employee is on extended leave.

24.7 Seasonal Laborer Wage Rates:

	S1	S2	S3	S4	S5	S6
2024	\$18.15	\$18.74	\$19.33	\$19.92	\$20.51	\$21.12
2025 and 2026: 3% increase each year						

- 24.8 No seasonal worker will make more than the "start" rate for a regular maintenance worker.

ARTICLE XXV. WAGES

- 25.1 The job classifications and applicable wage rates therefore are set forth below. Step merit increases will not be considered automatic, rather shall be dependent upon satisfactory work performance evaluation.

PP1 2024: 3% standard adjustment + mkt adjustment

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Start	6 Mos	1 year	2 years	3 years	4 years	5 years
Maintenance Person	29.13	30.46	31.73	33.00	34.27	35.66	36.37
Mechanic	32.09	33.06	34.06	34.99	35.94	37.04	37.72
Utility Operator	35.33	35.92	36.39	36.88	37.34	37.98	38.65

PP1 2025: 3% standard adjustment + mkt adjustment

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Start	6 Mos	1 year	2 years	3 years	4 years	5 years
Maintenance Person	30.59	31.98	33.32	34.65	35.98	37.44	38.19
Mechanic	33.69	34.71	35.76	36.74	37.74	38.89	39.61
Utility Operator	37.10	37.72	38.21	38.72	39.21	39.88	40.58

PP1 2026: 3% standard adjustment + mkt adjustment

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Start	6 Mos	1 year	2 years	3 years	4 years	5 years
Maintenance Person	32.12	33.58	34.98	36.38	37.78	39.31	40.10
Mechanic	35.37	36.45	37.55	38.58	39.63	40.83	41.59
Utility Operator	38.96	39.61	40.12	40.66	41.17	41.87	42.61

The EMPLOYER may at its sole discretion hire an employee at any step of the wage progression.

- 25.2 Employees assigned by the employer as a lead person will receive additional pay of \$2.25 per hour, for each period in which the employee has worked in such assignment. The city and union understand that the city may choose to create promoted lead person positions in addition to assigning lead person work on a temporary basis.

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

- 25.3 Maintenance persons shall receive \$1.10 per hour in addition to their normal base hourly rate for authorized operation of the following equipment:

Motor graders
Front end loaders
Backhoes

Paver
Jet vactor
Bulldozer
Bucket truck (during operation only)
Jetter

No premium will be paid for less than 2 hours of continuous work on the equipment. No premium will be paid for training time.

ARTICLE XXVI. SAVINGS CLAUSE

- 26.1 This agreement is subject to the laws of the United States and the State of Minnesota. In the event any provision of the 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 provision shall be voided. All other provisions of this agreement shall continue in full force and effect.

ARTICLE XXVII. DURATION

- 27.1 Term of Contract. This contract shall become effective as of January 1, 2024, and shall continue in full force and effect up to and including December 31, 2026.
- 27.2 Effect of Contract. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this contract, are hereby superseded.
- 27.3 Termination or Modification. Either party desiring to terminate or modify this contract must notify the other party in writing at least sixty (60) days but not more than one hundred twenty (120) days prior to December 31. A notice of desire to modify this contract shall set forth specifically all proposed modifications sought by the party and all clauses of this contract for which no modification is sought shall be renewed automatically. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications had been given.
- 27.4 Negotiations during Term. The parties mutually acknowledge that during the negotiations which resulted in this contract, each had the opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this contract. For the duration of this contract, the EMPLOYER and the EMPLOYEE REPRESENTATIVE each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this contract, even though such matters may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.
- 27.5 Full Agreement. The EMPLOYER and the EMPLOYEE REPRESENTATIVE agree that this Agreement contains all of the terms and conditions of employment which have been

arrived at and that the EMPLOYER shall not be obligated to provide or maintain any terms of conditions of employment not provided herein.

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

AFSCME LOCAL 3445 - MAINTENANCE

CITY OF PLYMOUTH

Tim Blase

Tim Blase (Mar 5, 2024 10:38 CST)

Tim Blase, Business Agent

Dean Bellefeuille

Dean Bellefeuille (Mar 7, 2024 12:26 CST)

Dean Bellefeuille, Union President

Mar 5, 2024

Date

JEFFRY WOSJE

JEFFRY WOSJE (Feb 22, 2024 19:06 CST)

Mayor



City Manager

Feb 22, 2024

Date

MEMORANDUM OF UNDERSTANDING

AGREEMENT made this 1st day of January 2024, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("City" or "Plymouth") and **AFSCME, Council 5, Local 3445** (Maintenance Employees).

SEASONAL LABORER LUMP SUM RETENTION PAYMENT

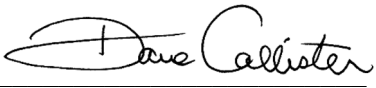
During the duration of this agreement (2024 – 2026), seasonal laborers will be eligible for the following additional payment program as recognition of performance and as an incentive to work an entire season:

Employees in the position of seasonal laborer will be eligible for a seasonal attendance and performance payment program. To be eligible, a seasonal laborer must work a minimum of 320 hours between April 1 – October 31, and must achieve satisfactory or better performance as determined by their supervisor.

A seasonal laborer who has been identified as eligible based on hours worked and performance as described above shall be eligible to receive a one-time lump sum payment equivalent to \$0.50 per full hour worked between April 1 – October 31. The payment will be included in taxable income on the employee's final paycheck.

Supervisors are required to provide human resources with a form documenting the employee's satisfactory or better performance before payment will be provided.

CITY OF PLYMOUTH

By:  _____
Dave Callister, City Manager

Date: Feb 22, 2024

**AFSCME COUNCIL 5 LOCAL 3445
MAINTENANCE EMPLOYEES**

By: Tim Blase _____
By: [Tim Blase \(Mar 5, 2024 10:38 CST\)](#)
Tim Blase, Business Agent

Date: Mar 5, 2024

MEMORANDUM OF UNDERSTANDING


AGREEMENT made this 1st day of January 2024, by and between the **CITY OF PLYMOUTH**, a Minnesota municipal corporation ("City" or "Plymouth") and **AFSCME, Council 5, Local 3445** (Maintenance Employees).

APPRENTICE PROGRAM

The parties mutually agree to pilot a Maintenance Person Apprentice (Apprentice) program during the 2024-2026 contract period and beyond until a successor agreement is ratified. This is a temporary position limited in duration. The apprentice position will be handled as follows:

- a. The apprentice job classification is considered temporary limited in duration.
- b. No individual apprentice will be in the apprentice job classification for longer than two (2) years. The intent is for the apprentice to work with each maintenance division throughout the duration of the two (2) years including parks & forestry, streets, and utilities.
- c. The apprentice salary shall be a maximum of 90% of the step one (1) salary of the maintenance person position.
- d. For divisional overtime, apprentices will be placed at the end of the overtime list for the division in which they are working.
- e. The apprentice will not be eligible for standby pay/on-call time.
- f. Time spent in the apprentice job classification does not count towards probationary time for any apprentices hired into any other job classifications.
- g. Apprentices may be discharged without the right of grievance or appeal while in the training program. Article X – Discipline will not apply to this job classification. Apprentices shall receive all other contractual benefits.
- h. Apprentices are eligible to apply for externally posted maintenance person job openings.

CITY OF PLYMOUTH

By: 
Dave Callister, City Manager

Date: Feb 22, 2024

**AFSCME COUNCIL 5 LOCAL 3445
MAINTENANCE EMPLOYEES**

By: Tim Blase
Tim Blase (Mar 5, 2024 10:38 CST)
Tim Blase, Business Agent

Date: Mar 5, 2024