

LABOR AGREEMENT

BETWEEN

THE CITY OF PLYMOUTH



AND



AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 5
Local 3839 (Clerical, Technical and Professional Employees)

JANUARY 1, 2026 - DECEMBER 31, 2027

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ARTICLE 1. 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 and from year to year and which have been defined as regular full time by the Employer.
- 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.

ARTICLE 2. RECOGNITION

- 2.1 The EMPLOYER recognizes the EMPLOYEE REPRESENTATIVE as the exclusive representative of an appropriate bargaining unit of all clerical, technical and professional employees of the City of Plymouth, Plymouth, Minnesota, who are public employees within the meaning of M.S. 179A.03, Subd. 14, excluding supervisory and confidential employees.
- 2.2 Only individuals occupying positions designated as "regular" or "probationary" by the Employer shall be covered by the provisions of this agreement in its entirety. Regular part-time positions shall be granted a pro-rata share of benefits in proportion to the regularly scheduled hours worked by the position.

ARTICLE 3. 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 4 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 4. 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, and direct the Employees 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. 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. 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. 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 5. NON-DISCRIMINATION

5.1 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 6. SUBCONTRACTING NOTICE

6.1 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.

- 6.2 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.
- 6.3 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 7. SENIORITY – JOB POSTINGS

7.1 Definitions

"Service seniority": a regular full-time Employee's length of continuous service with the EMPLOYER since the employee's last hiring date.

"Classification seniority": the total length of service within classification.

"Last hiring date": shall mean the date upon which an Employee, first reported for work at the direction of the EMPLOYER, since which the Employee has not resigned, retired, lost reinstatement rights from layoff, or been discharged. In the event two or more Employees are directed by the EMPLOYER to report to work on the same date, then and in that event, the seniority of those Employees will be based upon their respective rating when they were selected for employment by the EMPLOYER. No time shall be deducted from an Employee's seniority date due to absences occasioned by authorized leaves or for layoffs.

"Probationary Employee": All new regular, full time and part-time Employees shall be probationary Employees during the first six (6) months of their employment. During the probationary period, the new employee shall have no seniority status. The new employee shall receive evaluations pursuant to the Personnel Policy. At the conclusion of the probationary period, the Employee's name shall be added to the seniority list as of the hiring date.

All regular employees promoted to a different position in the bargaining unit shall serve a six (6) month probationary period. Such employee shall retain rights to their previous position during the probationary period.

"Layoff": Except in those instances where senior Employees are not qualified to perform remaining work, classification seniority shall determine the order of Layoff at the sole discretion of the EMPLOYER.

7.21 Layoff

Layoff shall be by classification in inverse order of classification seniority. However, an Employee about to be laid off shall have the right to bump (displace) any Employee in a lower classification within the designated classification group, provided that the EMPLOYER determined the Employee who is exercising bumping rights is adequately qualified as determined by the EMPLOYER to perform the duties of the classification into which they are bumping, and they have greater seniority than the Employee who is to be bumped. Such employee shall also have the right to bump an employee in a lateral classification if such employee has previously held the position, is adequately qualified as determined by the EMPLOYER to perform the duties of the classification into which they are bumping, and they have greater seniority than the Employee who is to be bumped. For seniority and layoff purposes, part-time employees will receive pro rata credit for years of service based on a 2,080 hours annual schedule.

7.22 Classification Groups are attached as Appendix C.

7.23 Recall from layoff, shall be by classification seniority in inverse order of layoff, provided that, if an Employee does not return to work upon recall, as directed by the EMPLOYER, or on an extended date mutually acceptable to the Employee and EMPLOYER, s/he shall automatically have terminated their employment. The EMPLOYER shall issue written notice of recall from an indefinite layoff to affected Employees by certified mail/return receipt, providing at least fifteen (15) calendar days to return to work. Recall notification shall be sent to the Employee's last known address. An Employee's name shall be retained on the recall list for one (1) year at which time all rights to recall shall terminate.

7.24 The EMPLOYER shall not hire a new Employee in a classification where an Employee is laid off with the right of recall.

7.25 Voluntary Leaves Prior to Layoff. Prior to laying off an Employee, the EMPLOYER shall offer a voluntary leave of absence to other Employees in the affected classification to prevent the involuntary layoff of an Employee. The EMPLOYER may approve or deny any requested voluntary leave. An Employee on such leave shall continue to accrue only seniority as though the Employee was working. The leave shall be for a period not to exceed one (1) year from the effective date of the leave. An Employee on such leave shall be recalled to work pursuant to Section 7.23.

7.2 An Employee's seniority shall be terminated:

7.31 If the Employee resigns, retires or is discharged for cause or is otherwise separated from employment.

7.32 If, when recalled to work following a layoff, the Employee fails to report to work as directed by the EMPLOYER.

7.33 If the Employee's rights to recall, following a layoff expire.

- 7.3 In the event of a job opening within the bargaining unit, an announcement shall be posted by bulletin for five (5) days, giving employees the opportunity to apply if they are interested in the job opening, and those qualified shall be given an interview. Employees selected for a higher job class shall fulfill a new probationary period of six (6) months depending on classification.
- 7.4 "Seniority lists" The EMPLOYER shall provide a seniority list structured by each work classification to include, in order from highest - lowest seniority, all regular employees in the bargaining unit. This list shall be provided once per year, upon request, to the bargaining unit.

ARTICLE 8. CLASSIFICATION

Requests for reclassification or regrading of positions will be considered in accordance with city policy. The employee may request that the request be resubmitted but no classification decision shall be grievable.

ARTICLE 9. WORK SCHEDULE

- 9.1 The regular workweek shall be forty (40) hours, 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.
- 9.2 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 fourteen (14) calendar days 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.
- 9.3 In the event that work is required because of unusual circumstances, no advance notice need be given.
- 9.4 The EMPLOYER may require the establishment of a regular work week that schedules work on Saturdays and/or Sundays.
- 9.5 Unless otherwise determined by the supervisor, Employees shall be entitled to one 40-minute lunch break and two 10-minute breaks per 8-hour shift. The breaks and 10 minutes of the lunch break are paid.

ARTICLE 10. OVERTIME PAY

- 10.1 The Employer shall establish shifts which may vary from day to day, but which will be not less than four hours in length and not greater than ten hours per twenty-four-hour period and which shall be no more than five days within a seven-day period. Hours worked in excess of the assigned shift hours or over forty (40) hours within a seven (7) day period, will be compensated for at one and one-half (1-1/2) times the employee's regular base pay rate. 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, holidays and annual leave. This article shall not apply to regular

part-time employees.

- 10.2 Employees shall be recompensed for work done in excess of the normal hours established above in this Article by being granted compensatory time on a time and one-half basis or by being paid on a time and one-half basis for such overtime work. The Employer may elect to pay overtime or compensatory time at its sole discretion. Employees will be allowed to maintain up to 48 hours of compensatory time off “on the books”. All compensatory time off hours remaining in an employee’s bank at year end will be paid in cash as taxable income on the last day of the last pay period of the year.
- 10.3 Employees required to return to the work site during off duty hours shall be compensated for all hours worked, plus reasonable travel time to and from the work site. Employees required to perform work at home during non-duty hours shall be compensated a minimum of one hour for such work. Only overtime authorized by the Employer shall be compensated.
- 10.4 An employee called back to work at a time other than the 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.
- 10.5 An employee may be required to work overtime. Refusal to work such overtime may result in discipline.
- 10.6 No employee of the unit, except Community Service Officers (CSO), shall be subject to “on-call” status. CSOs will be paid straight time for hours on call for court time.

ARTICLE 11. DISCIPLINE

- 11.1 New Employees and Employees who have been rehired shall be on a six (6) month probationary period and may be disciplined or discharged by the EMPLOYER in its sole and exclusive discretion at any time during such probationary period. Employees who have completed the probationary period may only be reprimanded, demoted, suspended, or discharged for just cause.
- 11.2 Discipline may be in one or more of the following forms:
- (a) Oral reprimand;
 - (b) Written reprimand;
 - (c) Suspension;
 - (d) Demotion; or
 - (e) Discharge.
- 11.3 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.
- 11.4 Employees may examine their own personnel files at reasonable times under the direct

supervision of the EMPLOYER.

ARTICLE 12. GRIEVANCE PROCEDURE

12.1 Definition of a Grievance 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.

12.11. All grievances, after the first step, shall be presented in writing and contain the following elements:

12.11.1 Name of the aggrieved Employee.

12.11.2 Reference to the specific portion of the Agreement at issue in the grievance.

12.11.3 The nature of the grievance, when it took place, and the informal actions taken in an attempt to resolve it.

12.2 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 12.3 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 Steps 2 and above it shall be considered to have been settled in accordance with the Employer's last answer.

12.22 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.

12.23 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.

12.3 Grievance Procedure

12.31 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 their immediate supervisor. The immediate supervisor shall within ten (10) working days orally respond to the employee.

12.32 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 their decision and communicate in writing to the aggrieved employee and the EMPLOYEE REPRESENTATIVE.

12.33 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 their decision and communicate in writing to the aggrieved employee and the EMPLOYEE REPRESENTATIVE.

12.34 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 their decision and communicate in writing to the aggrieved employee and the EMPLOYEE REPRESENTATIVE.

12.4 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.

12.5 The grievance shall be submitted to the Bureau of Mediation Services, within 90 days of the date of the city's fourth 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.

12.6 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.

12.7 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:

- 12.7.1 They shall have no power to add to or subtract from or modify any of the terms of this Agreement.
 - 12.7.2 They shall have no power to establish or change wage rates or change or establish any fringe benefits.
 - 12.7.3 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 are 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.
- 12.8 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.
- 12.9 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.
- 12.10 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 13. HOLIDAYS

- 13.1 Holiday leave is authorized absence from duty with pay granted all regular full-time 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 full-time employees.

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day

- 13.2 All regular part-time employees will be eligible to receive pro-rata pay for designated holidays.
- 13.3 The EMPLOYER shall issue a list of those twelve recognized holidays and the dates on which they will be observed in December of the year prior to when the holidays will be observed.
- 13.4 Employees who are required to work on an observed holiday recognized by the city shall receive overtime pay in addition to their normal holiday pay depending on their eligibility as determined by the city manager.

ARTICLE 14. ANNUAL LEAVE

14.1 Annual Leave

14.11 Annual leave benefits shall accrue according to the following schedule for regular 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	214
After 13	222
After 14	230
After 15+	238

14.11.1 Regular part-time employees shall accrue annual leave on a pro rata basis if they work a minimum of 1040 hours per year.

14.12 Administration of Annual Leave

14.12.1 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.

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

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

14.12.4 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 the self-insured (legacy benefit) short term disability insurance or long-term disability insurance is considered to be on leave without pay for the purposes of this section.

14.12.5 Annual leave will take two forms:

- a) Planned leave which will be scheduled in advance with the supervisor's approval.
- 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.

14.12.6 Annual leave may be used in increments of fifteen minutes or more.

- 14.12.7 If unplanned leave shows a pattern suggesting abuse, the supervisor shall notify the employee of their 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 15. EXTENDED ILLNESS LEAVE

- 15.1 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.

- 15.2 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 their 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.

- 15.3 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 either the self-insured (legacy benefit) short term disability insurance or 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.

- 15.4 Administration

15.41 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.

- 15.42. Employees may not use extended illness leave until it has been credited to the employee's bank in the payroll system.
- 15.43 Employees shall be required to use all available extended illness leave before becoming eligible for the self-insured (legacy benefit) short term disability insurance benefit.
- 15.44 Employees may use annual leave in lieu of extended illness leave.
- 15.45 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.
- 15.46 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.
- 15.47 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.
- 15.48 An employee who makes a false claim for extended illness leave benefits shall be subject to disciplinary measures.
- 15.49 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.
- 15.50 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.

ARTICLE 16. EARNED SICK AND SAFE TIME

Employees are eligible for Earned Sick and Safe Time (ESST) on the same basis as non-represented employees.

ARTICLE 17. MILITARY LEAVE

Military leave shall be administered as outlined in the Personnel Policy and applicable statutes.

ARTICLE 18. SPECIAL STATUTORY LEAVES OF ABSENCE

Family medical leave and parental and school leaves shall be administered as per the applicable section of the employer's personnel policy.

ARTICLE 19. JURY DUTY

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 their regular compensation.

ARTICLE 20. INSURANCE

20.1 Employees are eligible for employer sponsored group health, dental, life and disability programs, and the employer contribution shall be set at the same rate as provided to other non-exempt employees of the City of Plymouth. If plans reflect an aggregate decrease in benefits, the union and city agree to meet and confer.

Employees are also eligible for tuition reimbursement benefits on the same basis as other non-exempt employees.

The 2026 employer contributions are as follows:

2026-2027 City of Plymouth/AFSCME CTP Labor Agreement

		Total Monthly Premium	City Contribution to Premium	City Contribution to VEBA	Total Monthly City Contribution	Employee Monthly Premium
Plan 1	\$2,250/90% - Select Network (In-Network OOP Max \$4,500/\$9,000)					
	Employee Only	\$737.00	\$737.00	\$187.50	\$924.50	\$0.00
	Employee + 1	\$1,820.39	\$1,456.31	\$281.25	\$1,737.56	\$364.08
	Family	\$2,137.30	\$1,709.84	\$281.25	\$1,991.09	\$427.46
Plan 2	\$2,250/90% - Achieve Network (In-Network OOP Max \$4,500/\$9,000)					
	Employee Only	\$815.03	\$815.03	\$187.50	\$1,002.53	\$0.00
	Employee + 1	\$2,013.14	\$1,509.85	\$281.25	\$1,791.10	\$503.28
	Family	\$2,363.60	\$1,772.70	\$281.25	\$2,053.95	\$590.90
Plan 3	\$2,250/90% - Open Access (In-Network OOP Max \$4,500/\$9,000)					
	Employee Only	\$867.06	\$849.72	\$187.50	\$1,037.22	\$17.34
	Employee + 1	\$2,141.63	\$1,499.14	\$281.25	\$1,780.39	\$642.49
	Family	\$2,514.47	\$1,760.13	\$281.25	\$2,041.38	\$754.34
Plan 4	\$2,250/100% - Achieve Network (In-Network OOP Max \$2,250/\$4,500)					
	Employee Only	\$871.81	\$837.21	\$187.50	\$1,024.71	\$34.60
	Employee + 1	\$2,153.36	\$1,497.79	\$187.50	\$1,685.29	\$655.57
	Family	\$2,528.23	\$1,685.23	\$187.50	\$1,872.73	\$843.00
Plan 5	\$2,250/100% - Open Access (In-Network OOP Max \$2,250/\$4,500)					
	Employee Only	\$927.45	\$890.65	\$187.50	\$1,078.15	\$36.80
	Employee + 1	\$2,290.81	\$1,550.73	\$187.50	\$1,738.23	\$740.08
	Family	\$2,689.61	\$1,750.13	\$187.50	\$1,937.63	\$939.48
	Waive Medical Coverage			\$353.00		

New! Kavira

Kavira is new for those with a medical plan. If you are on the city's plan, your dependents can also use this benefit. Kavira offers virtual care and house visits to diagnose and prescribe treatment for many conditions.

2026 Dental - Delta Dental

	Total Monthly Premium	City Contribution to Premium	Employee Monthly Premium
Employee Only	\$40.14	\$40.14	\$0.00
Employee + 1	\$80.72	\$60.54	\$20.18
Family	\$145.75	\$109.31	\$36.44

20.2 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 and ESST balance if the annual leave balance is equal to or greater than 240 hours upon the last date worked. If the annual leave balance is less than 240 hours, the entire amount will be provided as taxable income on the employee's final paycheck.

ARTICLE 21. UNIFORMS

The employer agrees that in the event it requires employees to wear uniforms it shall provide such uniforms.

ARTICLE 22. WAGES

22.1 The wage rates shall be as set forth in Appendix A. Job classifications are set forth as Appendix B.

22.2 Progression Step. Performance evaluations will take place at six months and one year of active service with the city and annually thereafter. Step increases will not be considered automatic, rather shall be dependent upon satisfactory work performance evaluation.

Wage adjustments will be made at 6 months, 1 year and annually thereafter. Individual appraisals are not grievable.

22.3 Employees in the bargaining unit who are promoted to a higher grade in the bargaining unit, shall be placed on the step in the new grade which is a 3% or greater increase. They shall be eligible for a step increase at 6 months following promotion and annually thereafter.

22.4 Community Service Officers who are assigned to serve as a field training officer shall be compensated with three (3) hours of straight comp time per full regular shift served. If an employee has reached their comp time limit, compensation will be provided as straight time pay.

ARTICLE 23. SAVINGS CLAUSE

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 24. DURATION

24.1 Term of Contract. This contract shall become effective as of January 1, 2026, and shall continue in full force and effect to and including December 31, 2027.

24.2 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.

24.3 Termination or Modification. Either party desiring to terminate or modify this contract must notify the other party in. 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.

24.4 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 REPRESENTATIVES 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.

24.5 Full Agreement. The EMPLOYER and the EMPLOYEE REPRESENTATIVES 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 3839 – CTP

CITY OF PLYMOUTH

Tim Blase
Tim Blase (Jan 28, 2026 11:36:04 CST)

Tim Blase, Business Agent

28/01/26

Date

Jeffry Wosje
Jeffry Wosje (Jan 15, 2026 10:03:13 CST)

Mayor

15/01/26

Date

Kasey Abukar
Kasey Abukar (Feb 6, 2026 12:01:24 CST)

Kasey Abukar, Union President

06/02/26

Date

Dave Callister

City Manager

14/01/26

Date

APPENDIX A:

The following wage rates shall be effective pay period one of 2026:

2026	Hire	6 mos	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
200	\$44.70	\$46.37	\$48.12	\$49.91	\$51.78	\$53.73	\$55.73	\$57.84
190	\$42.98	\$44.59	\$46.25	\$47.98	\$49.79	\$51.67	\$53.60	\$55.61
180	\$40.92	\$42.47	\$44.06	\$45.71	\$47.41	\$49.20	\$51.05	\$52.96
170	\$38.98	\$40.45	\$41.96	\$43.54	\$45.17	\$46.85	\$48.62	\$50.44
160	\$37.13	\$38.52	\$39.97	\$41.46	\$43.01	\$44.63	\$46.30	\$48.04
150	\$36.05	\$37.40	\$38.80	\$40.26	\$41.76	\$43.34	\$44.96	\$46.65
140	\$33.99	\$35.27	\$36.60	\$37.96	\$39.39	\$40.87	\$42.39	\$43.98
130	\$32.37	\$33.60	\$34.86	\$36.15	\$37.51	\$38.93	\$40.38	\$41.90
120	\$30.25	\$31.39	\$32.57	\$33.80	\$35.06	\$36.37	\$37.74	\$39.16
110	\$28.55	\$29.62	\$30.73	\$31.88	\$33.08	\$34.32	\$35.59	\$36.94

The following wage rates shall be effective pay period one of 2027:

2027	Hire	6 mos	1 yr	2 yr	3 yr	4 yr	5 yr	6 yr
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
200	\$46.04	\$47.76	\$49.56	\$51.40	\$53.33	\$55.34	\$57.41	\$59.57
190	\$44.27	\$45.93	\$47.64	\$49.42	\$51.29	\$53.22	\$55.21	\$57.28
180	\$42.15	\$43.74	\$45.38	\$47.08	\$48.84	\$50.68	\$52.58	\$54.55
170	\$40.15	\$41.66	\$43.22	\$44.85	\$46.52	\$48.26	\$50.08	\$51.95
160	\$38.24	\$39.68	\$41.17	\$42.71	\$44.31	\$45.97	\$47.68	\$49.49
150	\$37.13	\$38.53	\$39.97	\$41.47	\$43.02	\$44.64	\$46.31	\$48.05
140	\$35.01	\$36.33	\$37.70	\$39.10	\$40.57	\$42.10	\$43.67	\$45.30
130	\$33.35	\$34.60	\$35.90	\$37.24	\$38.63	\$40.09	\$41.59	\$43.15
120	\$31.16	\$32.33	\$33.55	\$34.82	\$36.11	\$37.46	\$38.87	\$40.34
110	\$29.40	\$30.51	\$31.65	\$32.83	\$34.07	\$35.35	\$36.66	\$38.05

Nothing in this contract shall preclude the employer from negotiating a higher entry-level wage if the employer determines that relevant experience and education permit such higher rate.

APPENDIX B:

GRADE	JOB TITLE
200	Senior Planner
190	
180	Accountant Public Works GIS Analyst Behavioral Health Interventionist Building/Electrical/Plumbing Inspector Public Safety Analyst Engineer/Senior Engineering Technician Environmental Stewardship Coordinator Senior Water Resources Technician
170	Economic Development Coordinator Housing Policy and Grant Coordinator Housing Inspector
150	Associate Building Inspector Associate Planner Community Assistance Specialist Community Relations Officer Graduate Engineer HRA Specialist Volunteer Coordinator
140	Communications Specialist
130	Accounting Specialist Office Support Lead Water Resources Technician
120	Office Support Specialist Permit Technician
110	Community Service Officer Office Support Representative

APPENDIX C:

<p><u>CLERICAL GROUP</u> Office Support Lead Office Support Specialist Office Support Representative</p>
<p><u>FINANCE GROUP</u> Accountant Accounting Specialist</p>
<p><u>INSPECTION GROUP</u> Building/Electrical/Plumbing Inspector Housing Inspector</p>
<p><u>ENGINEERING GROUP</u> Engineer/Sr. Engineering or WR Technician Graduate Engineer Water Resources Technician</p>
<p><u>HOUSING GROUP</u> Housing Policy and Grant Coordinator HRA Specialist</p>
<p><u>COMMUNITY SERVICES</u> Community Relations Officer Community Services Officer</p>












2026-2027 CTP Labor Agreement


Final Audit Report

2026-02-06


Created:	2026-01-14
By:	Ali Timpone (atimpone@plymouthmn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA10MKK0mymM3jJEbEsLKE2DgIr_whs4AX

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