

AGREEMENT BETWEEN
LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #73)

AND

THE CITY OF AUSTIN, MINNESOTA

2016 – 2018

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ARTICLE 1

INTENT AND PURPOSE

- 1.1 This agreement, entered into this 6th day of June, 2016, between the City of Austin, hereinafter referred to as the Employer, and the Law Enforcement Labor Services, hereinafter referred to as the Union, is intended to set forth the results of collective bargaining negotiations between the City and the Union. Its purpose is to establish standard conditions of employment for employees in the bargaining unit, and to conform to the Public Employment Labor Relations Act of 1971, as amended, to promote harmonious relationships and economy of City Government.
- 1.2 This agreement is subject to the Laws of the United States, the State of Minnesota, and the Charter, ordinances and resolutions of the City of Austin. In the event any provisions of this agreement shall be held to be contrary to such laws by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions shall continue in full force and effect. The voided provision shall be renegotiated at the request of either party.

ARTICLE 2

RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of all essential employees of the Austin Police Department, Austin, Minnesota, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal workweek and more than one-hundred (100) work days per year, excluding supervisory and confidential employees.
- 2.2 Nothing in this agreement shall interfere with the efficiency of operation or discipline of the whole department.
- 2.3 Nothing in this agreement shall be construed as limiting the statutory powers of the Police Civil Service Commission as set forth in M.S.A. Chapter 419, regarding employment, promotion, discharge and suspension.

ARTICLE 3

EMPLOYER AUTHORITY

- 3.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and

ARTICLE 3
EMPLOYER AUTHORITY
(continued)

modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 4
WAIVER

- 4.1 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 Agreement, are hereby superseded.
- 4.2 The parties mutually acknowledge that during the negotiations, which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in the Agreement for the stipulated duration of this Agreement.

ARTICLE 5
EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES

- 5.1 DEFINITION OF A GRIEVANCE
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

UNION REPRESENTATIVES

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

ARTICLE 5

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES (continued)

PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the EMPLOYER.

PROCEDURE

Grievance, as defined by Section 5.1, shall be resolved in conformance with the following procedure:

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

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the City Administrator or designee. The City Administrator or designee shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the City Administrator or designee final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

ARTICLE 5

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES (continued)

Step 3. A grievance unresolved in Step 2 and appealed in Step 3 shall be submitted to arbitration. The EMPLOYER and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the Rules established by the Bureau of Mediation Services.

ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately

ARTICLE 5

EMPLOYEE RIGHTS – GRIEVANCE PROCEDURES (continued)

appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 6

UNION ACTIVITY

- 6.1 The Union agrees to conduct its business off the job as much as possible. This article shall not operate as to prevent a representative from the proper conduct of any grievance in accordance with the procedures outlined in this agreement and shall not work to prevent certain routine business such as the posting of notices and bulletins or meetings subject to the authorization of the Chief of Police which will not interfere with the normal operations of the department.
- 6.2 The Employer hereby agrees not to deduct such reasonable time from the pay of such officer, member, or representative and agrees also that time spent in the conduct of grievance and In bargaining shall not be deducted from the pay of delegated employee representatives. Spokespersons for the bargaining committee and grievance committee for the purpose dealing with the Employer shall be limited to no more than three (3) members of the department. The Employer will allow only one person off from the on-duty shift. The Union agrees to provide the Employer and Chief with the names of said persons.

ARTICLE 7

HOURS OF WORK

- 7.1 The Union recognizes the necessity of providing service twenty-four (24) hours per day, seven (7) days per week and, therefore, a reasonable condition of employment is a requirement that employees work a regular schedule of hours as established by the Employer. The normal workday may be eight (8) or ten (10) consecutive hours and the employees are required to work 2,080 hours a year under the present scheduling method.

ARTICLE 8

CLOTHING ALLOWANCE

- 8.1 Employees will receive a clothing allowance at the rate of seven hundred fifty dollars (\$750) per year. Of this amount, two hundred dollars (\$200) will be disbursed for clothing on a voucher system, with approval from the Chief. The employee shall purchase the approved uniform article and the Employer shall pay the invoice directly to the vendor.

Any unused balance of the two hundred dollars (\$200) will be carried over into the following year for that employee. The remainder of the clothing allowance (\$550) will be paid to the employee in equal quarterly installments or may be used at any time under the voucher system.

An employee terminating employment during the year will reimburse the City up to the current annual allowance on a pro-rata basis for any month in which they have not worked.

- 8.2 City shall provide full cost of protective vests less state contribution as per manufacturer's warranty requirements.

ARTICLE 9

SICK LEAVE

- 9.1 Sick leave will be accumulative at the rate of eight (8) hours for each month of service up to twelve (12) months of service each year and may be used as it is earned on a monthly basis.
- 9.2 Sick leave may be accumulated without a limit.
- 9.3 Sick leave shall be granted only where accident or illness disables the employee from performing their regular duties in their accustomed manner or as otherwise set forth in the Sick Leave Policy dated August 16, 1971. (*APPENDIX A*).
- 9.4 Payment of accumulated sick leave shall not exceed an amount equivalent to one year of pay. The payment will only be paid upon retirement, involuntary lay-off, or death of the employee.

For employees hired after 1/1/04, sick leave shall be paid out at fifty percent (50%) of accumulation, which shall not exceed an amount equivalent to one year of pay. The payment will only be paid upon retirement, involuntary layoff or death of the employee.

ARTICLE 9

SICK LEAVE (continued)

In order to be qualified to be paid the unpaid sick leave on retirement, the employee must submit a written retirement resignation to their department head at least fourteen calendar days before their retirement date, must actually retire and meet the PERA retirement requirements

Payment will be made on the following formula:
Each year sick leave hours will be kept on the following basis:
A record will be kept of the hours earned and taken and a separate record will be kept each year on the value of the hours earned and taken at the rate that they are earned and taken. The method of using accumulated sick leave hours will be based on the first in -- first out method.

If death should occur before retirement, the accumulated sick leave will be paid to designated beneficiary, if none designated, then to spouse, and if no spouse, then to be paid to estate.

ARTICLE 10

JURY DUTY

- 10.1 All fulltime employees shall be granted a leave of absence for service on a jury. The employee shall be compensated the difference for their regular pay and that received for such jury duty by the Employer. If the employee reports for jury duty and is subsequently excused from such duty, they shall return at once to their regular work.
- 10.2 The employee, in order to receive the difference in their regular pay and that received for jury duty, shall present their jury duty check, less mileage to the City Recorder for verification.

ARTICLE 11

MILITARY LEAVE

- 11.1 Any regular employee who is a member of a reserve force of the United States or of this state, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state which would prevent them from performing their regular work, shall be granted a leave with pay upon request not to exceed fifteen (15) calendar days,

ARTICLE 11
MILITARY LEAVE
(continued)

provided however, that no employee shall be granted paid leave for training purposes beyond that required by the current selective service draft program at the time of the request.

- 11.2 Notice shall be given the Employer at least five working days after receipt of said orders and no less than twenty-four hours prior to date of leave, except that when said orders are received at a time which would make compliance with this provision impossible, the employee shall give notice at the earliest practical time.
- 11.3 Any employee who enters into active service shall be granted a leave without pay for the period of military service, pursuant to Minnesota Statutes and Federal law.
- 11.4 Paid leave for purposes of this section is the difference between an employee's regular pay and their military pay.

ARTICLE 12
HOLIDAYS

- 12.1 All employees in each agreement year shall be permitted eleven (11) working days (88 benefit hours) off with pay in lieu of holidays.
- 12.2 Holidays will be granted at the rate of eight (8) hours per month with no time being granted in June and will be cumulative in accordance with existing policy dated April 1, 1969. *(APPENDIX B)*
- 12.3 Employees requesting a day or days off shall make a request for such day or days off at least seven (7) days prior to the desired time off, unless otherwise agreed between the individual and the officer in charge. Such day or days will not be granted if it will cause overtime to be paid.
- 12.4 Employees shall be notified at least seven (7) days in advance of being required to take a day or days off, unless otherwise agreed between the individual and the officer in charge.
- 12.5 The following eleven (11) days are established as holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

ARTICLE 12

HOLIDAYS (continued)

- 12.6 Employees scheduled to work on New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day will be paid time and one half (1½) for hours worked on those days.
- 12.7 The officer in charge of the Department will grant as many employees off at one time, per shift, on vacation, holiday, or accumulated holiday, providing the shift does not go below minimum manpower or the City's work suffer by letting more than one employee off per shift, on either vacation, holiday, or accumulated holiday.
- 12.8 The Chief of Police must give seven (7) days notice before the cancellation of vacation or holidays granted prior to the notice. Vacation or holidays may be canceled by the order of the Chief of Police and personnel called back from vacation or holidays in extreme emergencies, such as but not limited to natural disasters, floods, tornadoes, explosions, and other emergency incidents which will cause the need for most of the available manpower.
- 12.9 Holidays taken for pay will be claimed by the deadline set by the finance department and paid on the first regular payroll period of December with normal taxes taken out. Pay will be at the base rate of pay plus any shift differentials the employee is earning at the date of the holiday.
- 12.10 Up to forty (40) hours of holiday time will be allowed to be carried over from one year to the next for employees who earn four (4) weeks (160 hours) or less vacation annually (19 or less years of service). Employees are required to take this time off prior to the end of the calendar year.

ARTICLE 13

VACATIONS

- 13.1 Vacations will be computed on the basis of the anniversary of the employee's hiring date.
- 13.2 Vacation schedule:
- | | | |
|----------|---|-------------------|
| 1 Year | = | 2 Weeks/80 Hours |
| 5 Years | = | 3 Weeks/120 Hours |
| 12 Years | = | 4 Weeks/160 Hours |
| 20 Years | = | 5 Weeks/200 Hours |
| 25 Years | = | 6 Weeks/240 Hours |

ARTICLE 13

VACATIONS (continued)

- 13.3 Vacations may be taken a day at a time if it does not compromise the proper functioning of the department. Employees must give at least seven (7) days notice to the officer in charge of the department when requesting said vacation, and the officer in charge of the department must give at least a seven (7) day notice when requiring the employee to take vacation unless otherwise mutually agreed between the individual involved and the officer in charge of the department.
- 13.4 The time of taking vacations will be arranged between the officer in charge of the department and the employees. Where one or more employees ask for the same vacation date, and in the opinion of the officer in charge, the City's work would suffer by letting them go at the same time, then the seniority would prevail and the employee with the longest record of employment with the City would be given preference.
- 13.5 The officer in charge of the department shall prepare a vacation list by the first of February and arrange the vacations according to seniority for a calendar year running from March 1st to March 1st, vacation granted during this calendar year will be on a first-come basis.
- 13.6 The officer in charge of the department will grant as many employees off at one time, per shift, on vacation, holiday or accumulated holiday, providing the shift does not go below minimum manpower or the City's work suffer by letting more than one employee off per shift, on either vacation, holiday or accumulated holiday.
- 13.7 The Chief of Police must be given seven (7) days notice before the cancellation of vacation or holidays granted prior to the notice. Vacation or holidays may be canceled by the order of the Chief of Police and personnel called back from vacation or holidays in extreme emergencies, such as but not limited to natural disasters, floods, tornadoes, explosions, and other emergency incidents which will cause the need for most of the available manpower.
- 13.8 In order to receive payment of accumulated vacation upon termination, an employee must submit a written resignation to his or her department head at least fourteen (14) calendar days before leaving.

ARTICLE 14

FUNERAL LEAVE

- 14.1 Funeral leave will be granted employees up to a maximum of three (3) calendar days for the purpose of arranging for or attending the funeral of a member of the employee's immediate family, provided the employee makes the arrangement with the officer in charge of his/her department; the day of absence is one of the three days commencing with the day of such death or the day immediately following the day of such death; the day of absence is not later than the day of such funeral except where substantial travel time is required; the employee when requested furnishes proof satisfactory to the City of the death, his/her relationship to the deceased, the date of the funeral, and the employee's actual attendance at such funeral.
- 14.2 For the purposes of the above paragraph, a member of the immediate family means the employee's spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather and spouse's grandmother and grandfather.

ARTICLE 15

EMPLOYEE'S INSURANCE COVERAGE

- 15.1 For 2016 the City will make available health insurance options as per the terms of Plan Documents B, C, D and E on file as of January 1, 2006 in the offices of Human Resources Department. Notwithstanding the foregoing, in the event the total number of City employees participating in any one plan falls below ten, then in that event, at the next open enrollment period, the plan will be reviewed to determine whether the plan shall continue to be made available to employees.

Beginning January 1, 2009 the City contribution and cap will be One Thousand dollars (\$1,000.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred dollars (\$400.00) per month for single coverage with the employee picking up the remaining balance of the plan they have selected.

Beginning in January 1, 2017, the City will make available a major medical base health insurance plan option to employees and dependents. The City's base plan will be Plan C, with a HRA. The City will negotiate any change in the base plan coverage. The Employer reserves the right to change from a self-insured health plan to a fully insured health plan from a private insurance company for this plan provided that the aggregate value of this plan is not changed.

In the event the City offers additional health insurance plans, these optional plans are not negotiated plans and changes to these plans may be made at the

ARTICLE 15
EMPLOYEE'S INSURANCE PROGRAM
(continued)

employer's discretion, including changing from a self-insured health plan to a fully insured health plan. Employees who choose an optional plan must pay any difference if the cost is greater than the cost of the negotiated plan. These optional plans shall not be negotiable nor subject to M.S. 471.6161 and any additional plans may be added at the City's sole discretion.

Beginning January 1, 2017 the City contribution and cap will be One Thousand one hundred dollars (\$1,100.00) per month towards the cost of dependent coverage and a contribution and cap of Four Hundred Twenty-five dollars (\$425.00) per month for single coverage with the employee picking up the remaining balance of the plan the employee has selected.

City contribution shall not exceed the total monthly premium payment.

There will be an enrollment period each year for coverage effective January 1 of the next year. Employees may change plans during this enrollment period with their choice effective January 1st through December 31st. The coverage for the insured employee and family must be by the same plan each year.

A health insurance plan will be available to retired insureds as established and on record in the Human Resources Department. The City will not make any contribution toward the cost of the health insurance or cost of the supplemental coverage for retired insureds or dependents covered by Medicare.

- 15.2 In the event the health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act, the Bargaining Unit and Employer will meet and confer over alternative provisions so as to comply with the Act.
- 15.3 The Employer shall pay the Employer's share of the premium for six months for all employees who are on leave of absence because of sickness. Leaves of absence for military service or other reasons will not be covered.
- 15.4 The Employer shall pay the Employer's share of the premium for twelve months for all employees who are disabled with a compensable disability.
- 15.5 The Employer shall pay the premium for a \$30,000 term life insurance policy for employee. Employees may purchase additional term life coverage as is available from the insurance carrier with payment for the additional coverage by payroll deduction.

ARTICLE 15

EMPLOYEE'S INSURANCE PROGRAM (continued)

- 15.6 New employees will sign authorization cards for all insurance on the first day of employment, and the insurance will be in effect on the first of the month following one (1) month.
- 15.7 When an employee is off work with a compensable injury, they shall receive the difference between the employee's compensation check and their regular check for the first thirty (30) days, the employee may use sick leave in an amount sufficient so that with their compensation check, the employee will receive their regular salary.
- 15.8 An income protection insurance policy (long-term disability) will be furnished for only employees covered by PERA, which will pay for accident or sickness until age 65, and will pay 60% of gross wage, at a maximum of \$5,000 per month, and will take effect on the 91st calendar day of sickness or accident. Employer to pay 40% and employee to pay 60%.
- 15.9 Surviving spouses of deceased active or deceased retired employees may purchase health insurance coverage (plan), for life, for the widow/widower and dependent children of the deceased employee per COBRA regulations and City of Austin retirement provision. The surviving spouse will be responsible for payment at the beginning of each month for that month's full premium costs of the plan. Monthly payments that are delinquent by 45 days or more may be grounds for the discontinuance of the insurance coverage upon a 15 day mailed Notice of Discontinuance from the Employer to the mailing address on file with the Employer for the concerned spouse.
- 15.10 All employees will participate in a Post Employment Health Care Savings Plan through the Minnesota State Retirement System (MSRS). Per Minn. Stat. §352.98, the Employer will setup and administer the program as defined and determined by MSRS. Employees will contribute one percent (1%) of their salary to the Post Employment Health Care Savings Plan.

The Employer agrees to allow the current agreement to be reopened for the purpose of adding an addendum allowing retiring employees covered under this agreement to make modifications to the contributions allowed under the Post Employment Health Care Savings Plan.

- 15.11 The Employer will allow for use of up to a maximum of \$750.00 per year from the employee's accumulated sick leave account of equal or greater value, which can be applied each year toward satisfying deductible costs. Payment to be in the form of reimbursement after the deductible cost has been paid by the insured and receipts submitted to the Employer showing payment.

ARTICLE 15
EMPLOYEE'S INSURANCE PROGRAM
(continued)

15.12 During 2016, Employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$225.00 to opt out of the City of Austin health insurance plans. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

Beginning January 1, 2017, employees, who are able to demonstrate annually that they have health insurance coverage through another source, will be provided a monthly taxable stipend of \$215.00. The sum to be paid out monthly. Employees will be allowed to return to the City of Austin health insurance under annual open enrollment, but only under the plan options, which are then available to employees pursuant to the terms of this agreement.

ARTICLE 16
PREMIUM PAY

- 16.1 Time and one-half (1½) will be paid after eight hours of work and over forty hours of work for officers scheduled eight (8) hour shifts. Time and one-half (1½) will be paid after ten (10) hours of work and over forty hours of work for officers working scheduled ten (10) hour shifts. Premium pay can be taken in comp time at time and one-half (1½). Differentials will also be paid at time and one-half (1½).
- 16.2 An off-duty employee will be paid time and one-half while attending mandatory training sessions scheduled by the Chief of Police. Travel time will be paid at the same rate as training when travel is outside of Mower County.
- 16.3 A night shift differential of eighty cents (.80¢) per hour shall be paid employees for all regularly scheduled hours worked between 5:00 PM and 7:00 AM in years 2007 and 2008.
- 16.4 A Sunday differential of thirty-five cents (.35¢) per hour shall be paid employees on duty from midnight Saturday to midnight Sunday.
- 16.5 When employee works as a Sergeant for a one (1) hour period or longer, employee will receive the rate of base pay as scheduled for a sergeant during the period of replacement.
- 16.6 An employee who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1½) times

ARTICLE 16

PREMIUM PAY (continued)

the employee's base pay rate. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the two (2) hour minimum.

- 16.7 An off-duty employee who receives less than a twenty-four hour advance notice of cancellation of a scheduled court appearance shall receive two (2) hours of pay at a time and one-half ($1\frac{1}{2}$). Court cancellation the same day as court earns two hours of pay at time and one-half ($1\frac{1}{2}$).
- 16.8 Employee has the right to work a minimum of four (4) hours on non-connecting overtime call-ins.
- 16.9 All overtime including court time may be taken as compensation time with the approval of the supervisor in accordance with present policy.
- 16.10 Overtime pay as earned shall be paid in accordance with the regular payroll schedule as accrued, when the officer has indicated that they prefer pay instead of compensatory time.
- 16.11 Officers will receive a minimum of two hours of overtime pay for callbacks.
- 16.12 Officers who perform the duties of K-9 Handler, shall receive fifty dollars (\$50.00) per week and no compensatory time, in addition to their hourly wage while performing these duties.
- 16.13 When an employee is called for court preparation on police business, the employee will be paid time and one-half ($1\frac{1}{2}$) of the employee's base pay rate.
- 16.14 Employees, who perform field training officer (FTO) duties, shall receive one-half hour ($\frac{1}{2}$) of compensatory time for every eight hours of FTO duties performed.

ARTICLE 17

DISCIPLINE

- 17.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one of the following forms:
 - A. Oral reprimand;
 - B. Written reprimand;
 - C. Suspension;

ARTICLE 17

DISCIPLINE (continued)

- D. Demotion; or
 - E. Discharge
- 17.2 Suspensions, demotions, and discharges will be in written form.
- 17.3 Written, reprimands, notices of suspension, notices of demotion and notices of discharge, which are to become part of and Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 17.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 17.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 17.6 Grievances relating to this ARTICLE originating at 17.1 C., D. and E., shall be initiated by the UNION at Step #3 of the grievance procedure under Article 5 of this AGREEMENT.

ARTICLE 18

GENERAL

- 18.1 Upon presentation of an authorized check-off for dues card to the City Recorder's Office, the City Recorder's Office shall make the necessary deduction and remit same to the Law Enforcement Labor Services, Inc.
- 18.2 This deduction shall be from the employee's regular payroll.
- 18.3 Established minimum manpower requirements are three (3) officers for shift number one (1), four (4) officers for shift numbers two (2) and three (3). The Police Chief shall have the right to reduce personnel on shift three (3) to three (3) officers between 3:00 AM to 7:00 AM, seven days per week. If the Department should use a scheduling method involving the use of ten (10) hour regularly scheduled workdays for the majority of its patrol officers, the Union would agree to the following minimum manpower requirements. Three (3) officers between the hours of 2:00 AM to 4:00 PM, with four (4) officers between the hours of 4:00 PM to 2:00 AM.

ARTICLE 18

GENERAL (continued)

- 18.4 Both the Employer and the Union agree to maintain safe and sanitary working conditions and equipment.
- 18.5 The City presently maintains public liability insurance with respect to the police officers as set forth in Policy No. CMC11476 dated January 1, 1991, together with the endorsements attached thereto. The City agrees to continue maintaining such coverage or the equivalent during the term of this agreement.
- 18.6 The City recognizes the principal of seniority, which shall not be construed so as to give anyone a claim to duties of which he/she is unable to perform.
- 18.7 The City will pay \$90 toward licensing requirements of Minn. Stat. §626.84, et. Seq. when due and payable.
- 18.8 The City will reimburse employees for the cost of books and tuition for police-related subjects at public institutions if pre-approved by the Police Chief and City Administrator and the course schedule is compatible with department scheduling requirements. The employee must receive a "C" or above or a "Pass" for a pass/fail class in order to qualify for reimbursement. A written grade report as well as receipts for tuition and books must be submitted to the Chief of Police with request for reimbursement.

ARTICLE 19

PAY PLAN

19.1 Wage Agreement for 2016-2018

	January 1, 2016	January 1, 2017	January 1, 2018
0-12 Months	25.05	25.80	26.57
13-24 Months	26.31	27.10	27.91
25-36 Months	27.60	28.43	29.28
37-48 Months	28.80	29.66	30.55
Over 48 Months	30.13	31.03	31.96

- 19.2 After serving a one (1) year probation period, a new patrol officer will be given credit for their years of police work inclusive of this year of probation for purposes of determining base pay.
- 19.3 Each employee shall be granted longevity increases according to the following formula:

ARTICLE 19

PAY PLAN (continued)

<u>Years of Service With the City of Austin</u>	<u>% Increase on Base Rate</u>
After 7 years – 14 years	2%
After 14 years – 21 years	3.5%
After 21 years	4.5%

ARTICLE 20

POST IN – SERVICE TRAINING POLICY

20.1 The City agrees to compensate the Austin Police Officers for the in-service training requirements of the Police Officers Standards and Training Board. This will be done at the straight-time rate and will be accredited to the officers compensatory time account and will be payable subject to the Compensation Time Policy. In order for officers of this department to receive compensatory time, the following conditions must be met:

1. Management will require the attendance of individual officers on specific times and dates.
2. Management will select the courses that will be eligible for this credit. This will be based upon the individual officer's position, responsibility, level of accomplishment and the need for additional training.
3. This policy will not eliminate the individual officers attending outside training programs, however, these programs will not be given credit for compensatory time unless the course in question and the hours involved are approved prior to the taking of the course. This control would be in effect even if the Police Officers Training Board has established the course in question as accredited.
4. All officers must maintain the mandated hours of in-service training each year as required by the Minnesota POST Board.
5. Management agrees to make an effort to permit on-duty officers to participate in the program without compensatory time while on duty. This, however, will be limited by the Minimum Manpower Rule and the amount of personnel available and the policing problems that exist. In summary, the City's policing needs will take precedent over the on-duty training.
6. Management's decision as it pertains to limitations stated in section 2, of this policy are final and are not subject to grievance procedures.

ARTICLE 21

DURATION

21.1 This Agreement shall remain in full force and effect from January 1, 2016, to December 31, 2018, and from year-to-year thereafter unless ninety (90) days written notice is given by either party hereto of their intention to terminate this Agreement.

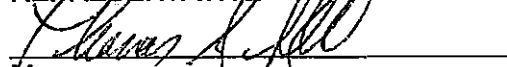
IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 6th day of June, 2016.

SIGNATURE OF UNION
REPRESENTATIVE

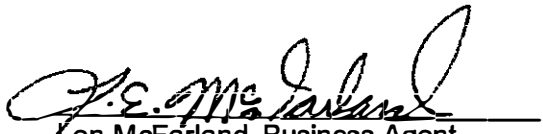


President, Local #73
Law Enforcement Labor Services, Inc.

SIGNATURE OF CITY
REPRESENTATIVE



Mayor
City Council of Austin, Minnesota



Len McFarland, Business Agent
Law Enforcement Labor Services, Inc.
327 York Avenue
St. Paul, MN 55130

ATTEST:



City Recorder

APPENDIX A

SICK LEAVE

1. OCCASIONS

Sick leave shall be taken on account of sickness or injury of an employee or for family members as identified in the City of Austin's sick leave policy adopted January 21, 2014 in accordance with Minn. Stat. § 181.9413.

It may be taken to meet dental appointments and to take physical examinations or other sickness prevention measures.

2. DENTAL CARE

Necessary dental care shall be recognized as a proper cause for granting sick leave when such dental care is of the employee. The dental care of a member of the family of the employee will not be recognized as cause for granting sick leave to such employee.

3. OCULAR CONDITIONS

Ocular conditions necessitating professional attention may be recognized as a proper cause for granting sick leave when such ocular care is of the employee, but ocular of a member of the family of the employee will not be recognized as cause for granting sick leave to such employee.

4. SERIOUS ILLNESS AND IMMEDIATE FAMILY

Serious illness in the immediate family of an employee shall be of such serious nature as to require the attendance of a physician and it appearing to the satisfaction of the department head that the situation in the immediate family required the presence of the employee or reflected incapacity of the employee. Permission and conditions for use of sick leave for the purpose set forth in this section ***MUST BE APPLIED FOR AN APPROVED BY THE DEPARTMENT HEAD OR THEIR REPLACEMENT BEFORE SUCH LEAVE WILL BE GRANTED.***

5. INJURIES DURING WORK

Employees who are injured while working must make an immediate report of such injury to their immediate superior. All injuries, however slight they may be, must be reported within eight (8) hours. If the employee is injured to such an extent that they require medical attention, they shall immediately go to a doctor for treatment. Department heads shall be responsible for notifying the City Human Resource Department of all injuries reported by the employees under their supervision who shall in turn make certain that the proper written reports are made to the insurance company.

APPENDIX A

SICK LEAVE (continued)

6. **SICK LEAVE AND WORKERS' COMPENSATION**
Sick leave with pay will not be granted for time loss from work, which is compensated for by the City Workers' compensation Policy. An employee receiving Workers' Compensation Insurance payment may take sufficient sick leave to make up the difference between their normal earnings and their Workers' Compensation.
7. **ENTITLEMENT**
Sick leave with pay shall be granted to all probationary and permanent police of this department. All other employees shall be entitled to sick leave as set forth by the City Council as conditions in their original employment.
8. **ACCUMULATION OF SICK LEAVE**
Employees entitled to such leave benefits shall accumulate sick leave at the rate agreed upon through agreements through the Austin City Council (Article 8).
9. **LIMITS OF ACCUMULATION**
In the event that an employee does not take the full amount of sick leave allowed, there may be accumulated to their credit with no limit of accumulation, not to exceed one-year annual wage.
10. **REPORT MAY BE REQUIRED TO WORK AGAIN**
Employees will be required to furnish a doctor's statement certifying their illness if they are off over five (5) working days provided said individual notifies the Desk Officer at least two (2) hours before the start of their shift that they will not be able to report to work unless circumstances make it impossible to notify the Desk Officer within the required amount of time. This section does not give anyone the right to be off on sick leave for any other reason except illness or injury as set forth in this policy.
11. **TERMINAL SICK LEAVE**
One hundred percent of total amount (but shall not exceed an amount equivalent to one year of pay) of accumulated sick leave will be paid upon retirement. The same will be paid to surviving widow if death should occur before retirement.
12. **CHANGING OF LEAVE STATUS**
An employee on vacation becomes ill or injured may upon the proper notification change their leave status to sick leave. This action will require doctor's certificate to verify the reason for the requested change for the entire period of time that sick leave is claimed.

APPENDIX A

SICK LEAVE (continued)

13. PENALTY

Claiming sick leave when physically fit except as permitted under this policy may be cause for disciplinary action including transfer, suspension without pay, demotion or dismissal. The minimum penalty for violation of this policy will be: (a) one day suspension without pay for each day improperly claimed; (b) one day dock for each day that sick leave is improperly claimed; (c) the time used improperly as sick leave will be credited back to the employee's sick leave account.

14. INTENT

Sick leave is intended to be used for the purpose set forth in this policy and shall not be used for any other purpose.

15. CONDITIONS

Class A Sick Leave – During the duty hours in which the officer is claiming Class A sick leave, they must be at their home, receiving medical attention or in the process of obtaining drugs from a pharmacy and under no circumstances, shall they leave their home for any other purpose without a doctor's slip to the department head or their replacement. Restrictions set forth in this section shall apply during the officer's normal duty hours except beginning with the second (2) day, no officer shall be self-employed or employed during the hours that they are claiming sick leave including their duty hours and their off-duty time. The maximum period of time that an officer can claim Class A sick leave is five (5) consecutive working days.

Class B Sick Leave – Class B sick leave shall begin automatically with the sixth (6) day and shall continue until the officer returns to active duty. There shall be no restriction of the use of Class B sick leave except (1) the limitations set forth by the officer's physician, (2) he shall not be self-employed or employed during the period of time they are on sick leave. The officer must furnish the Chief of Police or their representative with a copy of the limitations set forth by their family physician.

16. CERTIFICATION OF CLAIM

The Police Department will employ such procedures and methods for checking the validity of sick leave claims as stated below:

- A. The supervisor shall spot check sick leave claims by telephone and during this check must have conversation with the employee claiming sick leave.

APPENDIX A

SICK LEAVE (continued)

- B. If for some reason this cannot be accomplished, they are required to then go to the home of the employee and personally check with the employee to verify the sick leave claim is legitimate and that they are complying with this policy.
- C. If the officer who is being checked, fails to respond to this investigation concerning their sick leave claim, the supervisor shall file a complaint for violation of this policy with the Chief of Police and the Chief of Police must automatically file a complaint with the Civil Service Commission unless the officer in question shall furnish proof or an acceptable reason why this action should not be taken.

APPENDIX B

ACCUMULATIVE HOLIDAYS

1. Vacation and declared holidays will take precedence over accumulated holidays.
2. Employee must inform their supervisor seventy-two (72) hours prior to the end of a month of their intent to either take their holiday (declare) in the upcoming month or their intent to accumulate the holiday. If an employee states they are going to accumulate the holiday, they may still take the holiday during the month concerned, but all declared holidays for that month will have precedence regardless of seniority. If no notice is given before the seventy-two (72) hour notice period, holidays will be assigned.
3. Under no circumstances will accumulative holidays be granted if they cut the shift concerned to less than minimum manpower required for that shift.
4. Declared holidays will be handled the same as in the past.
5. No holidays will be granted in advance of when they are earned.
6. Employees will be responsible for keeping track of their holidays.