

LABOR AGREEMENT
BETWEEN
THE CITY OF BIG LAKE
AND

LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL #164)

EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2018

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ARTICLE 1. PURPOSE OF AGREEMENT

This agreement is entered into as of January 1, 2017, between the City of Big Lake, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning the agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, for police personnel in the following job classification:

All police personnel employed by the City of Big Lake, employed 14 hours per week and 67 days per year, excluding supervisory, confidential and part-time employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Service for determination.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 REGULAR EMPLOYEE: Employee who has completed the probationary period.

- 3.5 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period.
- 3.6 DEPARTMENT: The City of Big Lake Police Department.
- 3.7 EMPLOYER: The City of Big Lake.
- 3.8 CHIEF: The Chief of the Big Lake Police Department.
- 3.9 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.10 SCHEDULED SHIFT: A work period including rest breaks.
- 3.11 REST BREAKS: Periods during the scheduled shift during which the employees remain on continual duty and are responsible for assigned duties.
- 3.12 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work slow-down or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of including influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.13 OVERTIME: Overtime work performed at the express authorization of the Employer.

ARTICLE 4. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement, the Union will not cause, encourage, participate in, or support any strike, slow-down or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5. EMPLOYER AUTHORITY

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

5.2 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, in accordance with applicable laws, and regulations of appropriate authorities.

ARTICLE 6. UNION SECURITY

- 6.1 The Employer shall deduct from the wages of employees who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as agreed upon between the Employer and the Union.
- 6.2 The Union may designate employees from the bargaining unit to act as a steward and an alternate and shall inform the Employer in writing of such choice and changes in the position of steward and/or alternate.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suites, orders or judgments brought against the Employer as a result of any action taken or not taken by the Employer under the provision of this Article.

ARTICLE 7. EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE

- 7.1 Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitution.
- 7.2 **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.
- 7.3 **UNION REPRESENTATIVES:** The Employer will recognize Representatives designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated.
- 7.4 **PROCESSING OF A GRIEVANCE:** It is recognized and accepted by the Union and the Employer, that the processing of grievances as hereafter 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 a 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 that the employee and the Union Representative 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 of the Employer.

7.5 PROCEDURE: Grievance, as defined in Section 7.1, 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, 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 Employer-designated representative who shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board. A failure by the Union to participate in the selection of an arbitrator within six (6) months from the date the Bureau of Mediation Services

provides a list of arbitrators to choose from shall result in forfeiture by the Union of the right to pursue the grievance. A failure of an Employer-designated representative to participate in the selection of an arbitrator within six (6) months from the date the Bureau of Mediation Services provides a list of arbitrators to choose from shall require mandatory alleviation of the grievance as requested in the last statement by the Union. The time limit may be extended by mutual written agreement of the Employer and the Union. This language shall apply to all grievances filed after July 1, 2010.

7.6 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 decisions shall be submitted in writing within thirty (30) days following 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.

- 7.7 WAIVER: If a grievance is not presented within the time limits set forth above, it shall be considered 'waived'. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer

does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union at each step.

7.8 CHOICE OF REMEDY:

If, as a result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 7 or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment.

ARTICLE 8. HOURS OF WORK

8.1 The Employer shall be the sole authority in determining the work schedules.

8.2 Work shifts may consist of eight (8) hours, ten (10) hours, or twelve (12) hours. One day of any type of leave defined in the contract is equivalent to (8) hours.

8.3 The normal work year is two thousand eighty (2,080) hours to be accounted for by each employee through:

- A. Hours worked on assigned shifts.
- B. Assigned training time.
- C. Authorized paid leave time.

8.4 Employees shall be given two (2) fifteen (15) minute rest periods in each work day, as defined in article 3.11.

8.5 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours of work.

8.6 The Chief of Police shall create a yearly FLSA Schedule which will be posted and disseminated to members of the bargaining unit. The schedule shall be based upon a 28 day cycle. Time owed back to members as part of a regular schedule cycle, will be exchanged during the FLSA Cycle that corresponds with the time owed.

ARTICLE 9. OVERTIME AND PREMIUM PAY

- 9.1 All work in excess of eighty (80) hours per two-week pay period shall be compensated for with compensatory time off at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime. Change of shift does not qualify an employee for overtime under this article.
- 9.2 All work in excess of a scheduled shift in any one day shall be compensated for with compensatory time off at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime.
- 9.3 Employees who are separated from employment with the City shall be paid all earned and unused compensatory time.
- 9.4 Employees who work overtime on New Years Day, Thanksgiving Day and Christmas Day shall be compensated at an overtime rate of double time.
- 9.5.
- 9.5.1 Employees shall receive straight time pay for all time spent off duty while on training assignments that are not classified as POST Mandated Training Requirements. Straight time pay for this purpose, may include time off given from a regularly schedule shift in exchange for a training assignments under this category, as long as it falls within the designated FLSA Period.
- 9.5.2 Required training is training that is POST Mandated and is compensated with one and one-half (1 1/2) hours for each hour of overtime.
- 9.5.3 Training which is POST Mandated and not POST Mandated shall be determined by the Police Chief.
- 9.5.4 Schedules may be amended or changed to accommodate POST Mandatory Training which falls on an employees scheduled work day. Employees will not be compensated at the 1.5 rate for POST Mandatory Training when it is on a scheduled work day. Overtime shall still be granted as called for under article 9.2 when training and/or work performed last longer than the normal shift length.
- 9.5.5 For the purposes of this section, a department meeting shall be handled in the same manner as POST Mandated Training.
- 9.6 Employees may request cash payment in lieu of compensatory overtime due under this Article. The maximum amount of compensatory time an employee can accumulate shall be eighty (80) hours.

9.7 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.

9.8 An employee required to appear in court during their scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base pay rate. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum. An employee notified of cancellation less than 24 hours prior to the scheduled court appearance shall receive the three (3) hour minimum.

9.9 Employees called to work while off duty shall receive a minimum of two (2) hours pay at one and one-half (1 ½) his/her hourly rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum.

ARTICLE 10. SPECIALTY PAY

10.1 F.T.O. pay

10.1.1 Employee shall receive 1 hour of compensatory time per shift while performing FTO duties.

10.2 Canine Officer –

10.2.1 The City may appoint an officer to serve as a Canine Unit with the officer's consent.

10.2.2 Canine handlers shall receive one-half hour pay at one-and-one-half times the officer's base rate of pay on scheduled days off as compensation for routine feeding and grooming of the animal. Routine feeding and grooming of the animal during on-schedule day shall account for one-half hour of scheduled time on.

10.2.3 Time spent by a Canine Handler in the training or additional maintenance of the animal will be handled in accordance with the Article on Training Time.

10.2.4 The City shall be responsible for any and all necessary costs of acquiring and maintaining the animal, such as food, veterinary expense, kennels and accessories.

10.2.5 The City shall pay the difference between the employee's regular homeowner's insurance policy and the premium necessary to provide and additional coverage as may be required by the City.

10.2.6 The City shall pay any and all costs associated with necessary training.

ARTICLE 11. HOLIDAYS

11.1 Regular employees shall receive eight (8) hours straight time pay for each of the following twelve (10) holidays which shall be paid as per article 11.5:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Christmas Day

Day After Thanksgiving
Veterans Day
Labor Day
Thanksgiving Day
Independence Day

11.2 Religious Holidays

- A. Regular employees, at the discretion of their supervisor, may be granted time at the beginning or end of their scheduled work day, or during their lunch break, to attend church services on Good Friday.
- B. Regular employees who desire time off to observe religious holidays other than as provided under subsection 11.1 shall make a request of their supervisor at least three (3) days prior to the holiday.

11.3 Regular employees who work on a holiday shall receive one and one-half (1½) times their regular rate for each such hour of work, in addition to the paid holiday pay.

11.4 In order to qualify for the holiday pay provided by this Article, an employee must be on pay status his last scheduled day immediately before and his first scheduled work day immediately following the holiday.

11.5 Employer will issue the holiday pay check at the end of the year between December 1st and 15th. When an employee leaves in good standing prior to the year's end the Employer will pro-rate the Holiday pay.

ARTICLE 12. LEAVES

12.1 VACATION

12.1.1 Regular employees shall earn vacation benefits on the following basis:

0-3 years of service	Fourteen (14) days per year
After 3 years of service	Twenty (20) days per year
After 14 years of service	Twenty-six (26) days per year

12.1.2 No employee may waive vacation time in order to receive double time.

12.1.3 Employees who are separated from employment with the City shall be paid all earned and unused vacation time.

12.1.4 Employees may carry over 200 hours of earned and unused vacation time from year to year.

Vacation periods for a specified year will be bid by seniority. The bidding process shall begin December 1 and conclude December 15 of the prior year. Officers may request one priority vacation period during this time. The priority vacation period may not exceed 2 calendar weeks, and must be comprised of consecutive work days. All vacation requests after this period will be reviewed and approved according to department staffing guidelines.

12.2 SICK LEAVE:

A. Sick leave with pay shall be earned by each regular employee in accordance with the following:

One (1) day per month for each month of service, after first year of employment.

B. Sick leave may be used by a regular employee, up to a maximum of twenty-four (24) hours per year, for personal reasons. This leave must be taken to cover an entire scheduled shift. Personal leave taken is deducted from earned sick leave. This is subject to prior approval of the supervisor and is granted with pay. Employees that have not completed their probationary period are not entitled to personal leave. Unused personal leave shall not carry over to the next calendar year.

C. A doctor's certificate may be required for all sick leave, except sick leave used under subsection 12.2.B

D. Sick leave may be accumulated up to a maximum of 800 hours; for all hours in excess of 800, the employee can either take one-half (½) day of vacation or one-half (½) day of pay. Either option must be used in the year it is earned.

- E. The following procedure shall be followed in the administration of sick time for regular full-time employees who are separated from employment with the City:
 - a. Provided the following conditions are satisfied, an employee shall be entitled to two (2) days of sick leave per year of service, not to exceed twenty (20) days, to be paid to the employee upon resigning from the City.
 - i. The employee must resign in good standing.
 - ii. The employee must provide written notice of his/her resignation to the City at least two (2) weeks in advance of the employee's last day of work in accordance with 14.6.
 - iii. The employee must have worked with the City of Big lake for ten (10) consecutive years to qualify for this severance package.

12.3 FUNERAL LEAVE:

- A. When there is a death in the immediate family of an employee, that employee shall be eligible for three (3) days funeral leave. The first day of funeral leave shall be paid by the City. The remaining two (2) shall be taken from accumulated leave.
- B. Two (2) days of funeral leave is chargeable and therefore deducted from accumulated leave. Deductions will be made in the following order: sick leave, comp time, and vacation.
- C. Immediate family shall be defined as follows: spouse, employee's parents, spouse's parents, children, siblings, grandparents, household members within the employee's household and grandchildren. Step-relatives shall be given the same consideration as other relatives.

12.4 MILITARY DUTY:

- A. Time off is granted to an employee who is called for military duty. The employee will be paid the difference between his/her base salary and military reserve pay during a regular two (2) week summer encampment.
- B. An employee taking military training during his/her regular scheduled vacation period would be entitled to his/her military pay and his/her regular salary for that period.

C. If an employee is due a pay differentiated payment, he/she should furnish evidence to the Administrator's office of all compensation received for military training, properly certified by the disbursing officer.

12.5 JURY DUTY. Although an employee is granted time off for jury duty, he/she must furnish evidence, properly certified, the Administrator's office of all compensation received for jury duty to be entitled to pay differential payment.

12.6 WORKERS COMPENSATION. An employee receiving Worker's Compensation as a result of an injury received in the course of employment for the City will receive the differential between his/her base salary and the compensation, subject to certification of said compensation.

12.7 MATERNITY OR ADOPTION. A maternity leave or adoption leave of absence shall be granted to a natural or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to three (3) months, provided, however, that such leave may be extended up to a maximum of one (1) year by mutual consent between the Employer and employee.

ARTICLE 13. INSURANCE

13.1 The Union and City will reopen the insurance portion of the contract if the insurance provider no longer offers the insurance plan subscribed to by the City and/or to negotiate the amount when the City receives its renewal information in November or as soon as it becomes available

13.2 Any Union employee hired after January 1, 2007 will no longer be able to opt-out of the City health insurance program and receive \$150.00 per month. The \$150.00 per month opt-out payment will be frozen for all current employees participating in the opt-out program. A City of Big Lake employee hired prior to January 1, 2007 may choose between health insurance coverage through the City or the opt-out program plus \$150.00 per month.

13.3 Upon retirement, employees shall be permitted to continue coverage under the insurance program provided they pay the necessary premium and provided the carrier agrees.

13.4 The Employer shall provide each employee with a term life insurance policy in the amount of thirty five thousand and no/100 dollars (\$35,000.00) and will pay the premium due.

13.5 For single coverage the City will pay 100% of the individual premium and the employee will receive \$1500 (\$125/month) to be deposited into employee's HSA account and \$1000 in HRA (to be used after \$1500 of eligible medical expenses have been paid). For family coverage, the City will contribute \$1000.00 towards employee monthly premium; employee will be responsible for remaining monthly premium up to \$200.00/month. The City will cover any remaining premium greater than \$1200 monthly. For 2018, any family insurance premium increase will be split with the City paying 70% of the increase and the employee paying 30% of the increase. Should the employee's premium be less than \$1000.00, any excess, up to \$125/month, will be deposited into employee's HSA account.

ARTICLE 14. PROBATIONARY PERIODS, SENIORITY, RESIGNATION, RETIREMENT

14.1 All newly hired or rehired employees shall serve a twelve (12) month probationary period during which time he/she may be terminated at the sole discretion of the Employer.

Employees covered by this labor agreement who are appointed or hired to a supervisory position within the City of Big Lake where such position is not covered by the recognition clause of this labor agreement may return to their previous position providing they were continuously employed by the City of Big Lake and not let go from the appointed or hired position for just cause disciplinary reasons. Such employees will return holding the seniority they held at the time of their leaving the bargaining unit with no additional seniority accumulation for the time they were out of the bargaining unit. Individuals are not covered by the terms of this labor agreement until their return to their previously held position.

14.2 During the probationary period, a promoted or reassigned regular full-time employee may be replaced in the employee's position at the sole discretion of the employer.

14.3 Upon completion of the probationary period employees shall become regular employees within the meaning of this Agreement, and shall have seniority dating from the beginning date of their continuous employment.

Seniority shall be determined by the employee's length of employment in the employee's current job classification within this bargaining unit.

Senior employees will be given preference with regard to changes in job classification through assignment or promotion when the job-relevant qualifications of employees are equal.

14.4 In the event of a layoff or recall, seniority shall govern provided:

- A. The senior employee is qualified to perform the work involved.
- B. No regular employee shall be laid off while probationary employees are employed.
- C. Employer actions under this subsection shall be subject to the provisions of Article 7.

14.5 The Employer shall maintain an appropriate seniority list.

14.6 Employees shall provide at least fourteen (14) calendar day's written notice of an intent to resign. Failure to provide such notice will mean loss of severance pay due under Article 12.1.3 and 12.2.E of this Agreement.

14.7 New officers with law enforcement experience who are state certified, meet all other entrance and training requirements of the employer, and are approved by the Chief of Police, City Administrator, and City Council may be hired at a rate above the "Start" wage rate.

- Officer with one year of experience - 1 year wage rate.
- Officer with two years of experience - 2 year wage rate.
- Officer with three plus years of experience - 3 year wage rate.

All other benefits and seniority will be accrued at the rate of a new employee.

ARTICLE 15. DISCIPLINE

15.1 Discipline will be for just cause only and in the form of:

- A. oral reprimand;
- B. written reprimand;
- C. suspension;
- D. demotion, or
- E. discharge

15.2 Suspensions, demotions and discharges will be in written form.

- 15.3 Written reprimands, notices of suspension, and notices of discharge, which are to become part of an 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.
- 15.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 15.5 Discharges will be preceded by a five (5) day suspension without pay.
- 15.6 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. Any waiver of an employee's right to have a Union Representative present shall be in writing.
- 15.7 Grievances relating to the Article shall be initiated by the Union in Step 2 of the grievance procedure under Article 7.

ARTICLE 16. WAGES

- 16.1 All employees shall be paid in accordance with Schedule "A" attached hereto and made a part of this Agreement with the following provisions:
- Beginning January 1, 2017, current employees will be placed on the salary step which provides at least a 2% increase over the employee's December 31, 2016 salary;
 - Future step movement will take place on January 1 each year;
 - New hires receive their initial step increase after successful 12-months of employment;
 - New hires receive their second step increase on the January 1 following successful completion of their probationary period;
 - Step increases are tied to successful performance evaluations subject to contract grievance procedure;
 - Schedule A represents a 2% on January 1, 2018
- 16.2 The Employer shall provide each new full time employee with the uniform listed in Schedule "B" and replacements. A new officer employed in a part time status will be provided a proportionate amount of uniforms corresponding to schedule work time. Uniforms lost or damaged during duty assignments shall be replaced by the Employer. It is understood and agreed that an employee who terminates his/her employment before he/she has completed one (1) year of service shall return his/her uniform to the City.
- 16.3 Employees required to use their personal vehicles on City business shall be paid the IRS rate per mile for all miles involved in such usage, and

employees shall be reimbursed for expenses, supported by voucher, incurred while on City business, that are beyond the usual expenses of their employment. If City policy changes to reflect an increase, employees shall receive the same increase allowance. If a City vehicle is available, employees shall use that vehicle; if a City vehicle is not available the employee shall be allowed to use their personal vehicle.

16.4 Night Shift Differential: all officers shall receive a \$.75 per hour differential, for all hours worked between 1800 and 0600 including night shift extensions.

ARTICLE 17. P.O.S.T. LICENSE

The Employer shall pay the P.O.S.T. License renewal fees.

ARTICLE 18. RESPONSE TIME

For the purposes of this article an officer shall be in compliance with the response time requirement if that officer(s) place of abode is within 40 miles from the Police Station.

ARTICLE 19. WAIVER

19.1 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 the Agreement, are hereby superseded.

19.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE 20. SAVINGS CLAUSE

ARTICLE 21. PHYSICAL FITNESS

Employees shall receive the following incentive for successfully completing the Cooper or other agreed upon Physical Fitness test:

- 70% or greater score 1% paid as lump sum after passing
- 90% or greater score 2% paid as lump sum after passing

The maximum payment is \$1000

ARTICLE 22. DURATION

This Agreement shall be in effect from January 1, 2017, through December 31, 2018, and shall remain in effect from year to year thereafter unless either party shall give written notice at least sixty (60) days prior to any anniversary date of its desire to amend or terminate the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this _____ day of _____, 2016.

FOR THE CITY OF BIG LAKE:

Reanne Danielowski
Mayor

Date: 9/20/16

[Signature]
City Administrator

Date: 9/20/16

FOR LAW ENFORCEMENT
LABOR SERVICES, INC.:

[Signature]
Business Agent

Date: 9-21-16

[Signature]
Steward

Date: 09-21-16

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Big Lake. In the event any provision of this Agreement shall be held to be contrary to law or 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 of this Agreement shall continue in full force and effect. The voided provisions may be renegotiated at the written request of either party.

**CITY OF BIG LAKE
UNION CONTRACT**

SCHEDULE "A"

Police Officers Wage Schedule

Step	2017		2018	
	Yearly	Hourly	Yearly	Hourly
1	55306.30	26.59	56412.43	27.12
2	56965.49	27.39	58104.80	27.93
3	58674.45	28.21	59847.94	28.77
4	60434.69	29.06	61643.38	29.64
5	62247.73	29.93	63492.68	30.53
6	64115.16	30.82	65397.46	31.44
7	66038.62	31.75	67359.39	32.38
8	68019.77	32.70	69380.17	33.36
9	70060.37	33.68	71461.58	34.36

Police Investigator/Sergeant Wage Schedule

Step	2017		2018	
	Yearly	Hourly	Yearly	Hourly
1	58624.68	28.18	59797.17	28.75
2	60383.42	29.03	61591.09	29.61
3	62194.92	29.90	63438.82	30.50
4	64060.77	30.80	65341.99	31.41
5	65982.59	31.72	67302.24	32.36
6	67962.07	32.67	69321.31	33.33
7	70000.93	33.65	71400.95	34.33
8	72100.96	34.66	73542.98	35.36
9	74263.99	35.70	75749.27	36.42

**CITY OF BIG LAKE
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**SCHEDULE "B"
UNIFORM LISTING FOR FULL-TIME OFFICERS**

It is expected that a new employee will be allowed to purchase the seasonally appropriate items on this list at the City of Big Lake's cost.

<u>Qty</u>	<u>ITEM</u>	<u>SEASON</u>	<u>BRAND NAME AND MODEL</u>	<u>STYLE/ COLOR</u>	
3	Summer Shirts	A	The Police Chief shall have the authority to determine the brand name and style of uniform items.	S/S Navy	
3	Winter Shirts	S		L/S Navy	
3	Trousers	H		All-Season/Navy	
1	Summer Hat	A		Short-Bill/Navy	
2	Names Tags	H		Silver/Black	
2	Breast Badge	H		2 Tone Gold/Silver	
1	Hat Badge	H		2 Tone Gold/Silver	
1	Winter Jacket	S		Wear-Nylon/Navy	
1	Summer Jacket	A		Wear-Nylon/Navy	
1	Winter Hat	S		Cloth-Pile/Navy	
1	Summer Hat Band	A		Silver	
2	Ties	H		Clip-On/Navy	
1	Rain Cover (Hat)	A		Vinyl/Clear	
1	Tie Bar	H		Silver-Brushed/Police	
1	Shoes/Boots	H		Black	
1	8 ½ x 12 Report Form	H		Silver	
1	Armor Vest w/Carrier	H		To MN Statute Specs	
1	Asp	H			
1	Handcuffs	H			
1	ID Card	H			
1	Utility Bag	H			
1	Business Cards	H		After completion of probation	Navy
1	Under Belt	H			Black
1	Service Belt	H		Black	
1	Holster	H		Black	
1	Cuff Case	H		Black	
1	Key Ring	H			
1	Ammo Carrier	H			
1	Flashlight Holder	H			
1	Asp Holder	H			
1	Radio Holder	H			
1	Wireless Mikeholder	H			
1	Belt Keepers	H			
1	Gloves	H			
1	First Aid Glove Pouch	H			
1	Flashlight	H			
1	Gun Lock	H			
1	Collar Brass	H			
1	Taser Holster	H			
1	Mace	H			
1	Mace Carrier	H			
1	Gun Safe	H			
1	Rain Jacket	H			

***The Gun Safe must be returned to the Police Department if the Employee does not make it past the probationary period.**

SEASON HH – Upon Hire

A – April 15 to September 14

S – September 15 to April 14

NOTE: All items purchased or replaced by the City of Big Lake may be reclaimed upon termination of employment.

UNIFORM ALLOWANCE:

\$800 per year paid to each officer for replacement and maintenance of uniform items. Uniforms to be replaced upon the discretion of the Police Chief. The City will pay any bills submitted for named officers or reimburse for receipts given to the Police Chief. Any amount over scheduled amount will be the responsibility of the officer. The Police Chief will keep and update a complete list of approved uniform and equipment items.

**CITY OF BIG LAKE
POLICE UNION CONTRACT**

SCHEDULE "C"

Blank on Purpose, No Longer In Effect

SCHEDULE "D"

Uniform/Equipment Replacement

All items on schedule "B" unless specified as follows. All items are at the discretion and approval of the Police Chief.

- 1 set of handcuffs per year
- 2 pairs of gloves per year (1 winter pair and 1 summer pair)
- 1 badge per year
- 1 flashlight per year
- 1 ear piece per year (not to exceed \$100)
- Gun Safe (not to exceed \$100)
- long underwear
- 1 winter sweater per year
- 2 turtle necks per year
- Replacement parts and batteries for flashlight
- 1 cell phone holder per year
- 1 face mask per year
- 1 handcuff key per year

The items listed in schedule "B" and schedule "D" are intended to be complete examples but not exclusive. The Police Chief may approve other clothing and equipment purchases providing any such purchases are work related.

The main purpose of the uniform allowance is for care, maintenance or replacement of uniforms such as shirts, pants or boots.

**CITY OF BIG LAKE
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SCHEDULE "E"

AUTHORIZED FIREARMS

1. The Big Lake Police Department shall provide for each Officer a department specified firearm, holster, magazine carrier, and any other equipment deemed necessary. The make, model, and caliber shall be determined by the Chief of Police. This will be the only authorized firearm for carry without the express authorization of the Chief of Police for cause.
2. Officers are encouraged to carry a firearm off duty. An off duty officer may carry any firearm that the officer has qualified with through the Big Lake Police Department qualification course, has been approved by the Chief of Police, and follows off duty carry policy.
3. All firearms carried by officers are subject to inspection at any time by the firearms instructor or the Chief of Police. Firearms must be kept clean and serviceable at all times.
4. No officer in any way shall alter or modify an approved firearm without the approval of the Chief of Police.
5. .223 carbines will be supplied by the department
6. No officer will have more than 3 firearms registered with the Department at any time.

AUTHORIZED AMMUNITION

1. The department will supply all duty ammunition for the Officer's Primary duty weapon only and only department supplied ammunition will be carried while on duty. The Department will provide training ammunition for mandated training and qualifications.
2. Back up weapon and practice ammunition will be supplied by the officer and may be purchased using the officer's uniform allowance. Practice ammunition will be commercially manufactured ammunition.

PURCHASE OF FIREARMS

1. Officers shall be allowed to purchase one authorized duty firearm with their uniform allowance once every 4 years. Purchase of a firearm from the officer's uniform allowance

does not excuse the standards of the uniform policy. Uniforms will be kept in a clean, neat and serviceable condition prior to purchasing a firearm.

2. Ownership: As with other items purchased with uniform allowance, ie boots, shirts, pants. The firearm will be owned by the officer.
3. Maintenance: The officer will be responsible routine up keep of their duty weapon. All weapons should be checked regularly for deficiencies, and be kept in a clean and serviceable condition at all times. In the event of a breakage of a firearm owned by the officer, the department will be responsible for repairs and inspection if the breakage occurred while the officer was on duty and acting within the scope of their employment. If the breakage occurred in an off duty setting the officer will be responsible for repairs. The repairs will be made by a certified amour.

