

Labor Agreement

Between

City of Canby, Minnesota

And

Law Enforcement Labor Services, Inc.

Local No. 355

January 1<sup>st</sup>, 2016 through December 31<sup>st</sup>, 2018

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## **Article 1 – Purpose of Agreement**

- 1.1 This Agreement is entered into between the City of Canby, Minnesota, hereinafter referred to as the Employer, and Local No. 355 of Law Enforcement Labor Service, Inc., hereinafter referred to as the Union. The intent and purpose of this Agreement is to:
1. Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application.
  2. Place in written form the parties' full and completed agreement upon terms and conditions of employment for the duration of this Agreement.
  3. Assure sound and mutually beneficial working and economic relationships between the parties hereto.

## **Article 2 – Recognition**

- 2.1 The Employer recognizes the Union as the exclusive representative for the following bargaining unit:

All employees of the Police Department of the City of Canby, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year, excluding supervisory, confidential and all other employees.

- 2.2 In the event of a dispute regarding the inclusion or exclusion of employees from the bargaining unit, the matter shall be decided by the Bureau of Mediation Services.

## **Article 3 – Definitions**

- 3.1 **Union:** Law Enforcement Labor Services, Inc., Local No. 355.
- 3.2 **Employer:** The City Canby, Minnesota.
- 3.3 **Union Members:** A member of Law Enforcement Labor Services, Inc., Local No. 355.
- 3.4 **Employee:** A member of the exclusively recognized bargaining unit.
- 3.5 **Department:** The City Canby Police Department.
- 3.6 **Chief:** The Chief of Police of the Canby Police Department.
- 3.7 **Base Pay Rate:** The employee's hourly rate exclusive of any other special allowances.
- 3.8 **Overtime:** Work performed in excess of the Employee's regularly scheduled shift.
- 3.9 **Work Week:** An average of forty (40) hours per week without reference to any particular seven (7) day period.

- 3.10 Call Back: Return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than a scheduled shift. An extension of/ or early report to a scheduled shift is not a call back.
- 3.11 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, or privileges of employment.
- 3.12 Immediate Family: Immediate family shall include the employee's spouse, and the children, grandchildren, parents, grandparents, brothers, and sisters of the employee and of the employee's spouse; and any other member of the employee's household living with the employee.
- 3.13 Seniority: Length of compensated continuous service with Employer from last date of hire.
- 3.14 Continuous Service: Full-time service from most recent date of hire, including approved leaves of absence and periods of lay-offs if return from lay-off was upon recall, as established by the Employer.
- 3.15 Days: Unless otherwise indicated, means working days.
- 3.16 Lay-Off: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without references to incompetence, misconduct, or other behavioral consideration.
- 3.17 Promotion: A change of an employee from a position in one work classification to a position in another work classification within the bargaining unit with more responsible duties and higher compensation.
- 3.18 Transfer: A change of employee from one position to another position in the same work classification or to another work classification in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.19 Emergency: A crisis situation or condition which may be reasonable expected to endanger life or property as defined by the Employer.

#### **Article 4 -- Non-Discrimination**

- 4.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex (including pregnancy), marital status, sexual preference/orientation, race, religion (or lack thereof), political affiliation (or lack thereof), national origin, disability, genetic information, or veterans status. The Union shall share equally with the Employer in the responsibility for applying this provision of the agreement.
- 4.2 There shall be no discrimination against any employee because of membership, participation, or non-membership in the Union.

#### **Article 5 – Union Rights**

- 5.1 **Payroll Deductions:** Each employee will have the right to request and be allowed dues check off for the Union. Upon receipt of a properly executed authorization card from an employee, the Employer will deduct from the employee's paycheck the monthly dues that the employee has agreed to pay the Union. All such sums so deducted from the employee's paycheck shall be remitted to the Union. The Union shall furnish the Employer with a list of those employees who are certified as members of said Union. The Employer will furnish a list of all employees to the Union upon request.
- 5.2 **Fair Share Dues:** All employees covered by this Agreement who are not members of the Union may be required by the Union to contribute a fair share fee for services rendered by the Union in accordance with Minnesota State statutes.
- 5.3 **Steward and Representative:** The Union may designate an employee within the bargaining unit as Steward and shall notify the Employer in writing of the employee so designated and of any changes in such positions.
1. During working hours and without loss of pay, a designated Steward shall be allowed reasonable time to post official Union notices or announcements to transmit official communications authorized by the Union to the Employer, so long as such activity does not interfere with the employee's assigned job and responsibilities.
  2. Upon notification to the Employer, a Steward shall be allowed reasonable time off duty, with pay, to consult with the Employer or Union officers, concerning the administration of the Agreement, or to attend negotiation sessions mutually scheduled by the Union and the Employer for the renegotiation of this Agreement.
- 5.4 **Union Representative:** Representatives of the Union shall have the right to enter the Employer's facilities to meet with employees covered by this Agreement.
- 5.5 **Bulletin Board:** The Employer shall make space available on an employee bulletin board for posting Union notices and announcements.

- 5.6 Right to Join and Participate: Employees shall have the right freely and without fear of penalty or reprisal, to form, join and to freely participate in internal Union affairs, as officers, stewards, committee persons or such other capacities to the extent that such participation does not interfere with an employee's job duties and responsibilities, or to refrain from such activity.
- 5.7 Additional Agreements: The Employer agrees not to enter into any additional agreements with employees, individually or collectively concerning any terms or conditions of employment. Nor will the Employer subcontract to others the work done by employees.

#### **Article 6 – Management Rights**

- 6.1 The Employer retains the full and unrestrictive 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 modify the organizational structure; to direct and determine the number of personnel; and to establish work schedules.
- 6.2 Any change in any term and condition of employment or any established practices within the work place not specifically established or modified by this Agreement must be subject to meet and confer between the Union and the Employer prior to implementation.

#### **Article 7 – Strikes and Lockouts**

- 7.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in, or support any strike, slowdown, other interruption of, or interference with the normal functions of the Employer.
- 7.2 The Employer agrees that during the life of this Agreement it will not institute lockouts or refusal to allow employees to perform available work.

#### **Article 8 – Constitutional Protection**

- 8.1 Employees shall have the rights granted to all citizens by the United States and Minnesota Constitutions and state and federal statutes.

## Article 9 – Grievance Procedure

- 9.1 The Employer believes it essential that all employees be given full opportunity to bring complaints and problems to the attention of management; to be heard and receive fair hearing and treatment. It is the policy of this City that all employees be given full consideration and that there be no discrimination or reprisal against an employee for his or her part in the presentation of a complaint or a grievance.
- 9.2 Grievance: A complaint or grievance is defined as dissatisfaction with anything in the workplace which the employee feels is unjust or unfair. It would further include alleged discriminatory acts that have been taken by the City or any of its employees or the failure to comply with either federal or state laws or federal equal employment opportunity guidelines or laws.
- 9.3 Union Representative: The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 9.4 Processing of a Grievance: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union Representative have notified and received the approval of the designated supervisor.
- 9.5 Procedure: Grievances, as defined by this article, 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 or the employee through the use of reasonable diligence should have had knowledge of the occurrence of the alleged violation, present such grievance to the Chief. At this step, the grievance may be presented either orally or in writing. The Chief will discuss and give an answer, in writing, 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 was based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within fifteen (15) calendar days after the Chief's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived.

Step 2. If appealed, the grievance shall be in writing and presented by the Union to the City. The City Administrator shall discuss the grievance with the grievant and the union. The City Administrator shall bring the grievance to the City Council for action and shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days. A grievance not resolved in Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the Employer's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

Step 3. If a grievance still remains unresolved in step 2, the parties may, by mutual agreement, choose to seek mediation services through the Bureau of Mediation Services or through an independent, mutually acceptable mediation service prior to submitting the grievance to arbitration.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended.

The Union and the Employer will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Union and the Employer are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of 5 qualified arbitrators. The parties will alternately strike names from the list of 5 arbitrators until only 1 name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name, the question will be decided by the flip of a coin.

## 9.6 Arbitrator's Authority

- 9.6.1 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 issue(s) submitted in by the Employer and the Union in writing, or as may arise during the grievance hearing, and shall have no authority to make a decision on any other issue not so submitted.
- 9.6.2 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 shall, when appropriate, take into consideration laws or statutes, and apply them to the facts of the case. 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.



- 9.6.3 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, the cost shall be borne equally.
- 9.7 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 specific 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 agreement of the Employer and the Union.

### **Article 10 – Discipline and Personnel File**

- 10.1 The Employer will discipline for just cause only. Each overt act by an employee warranting discipline shall be corrected by one form of discipline, to wit, one of the following:
1. Oral reprimand
  2. Written reprimand
  3. Suspension
  4. Demotion, or
  5. Discharge
- 10.2 Notices of suspension, demotion and discharges will be in written form and will state the reason(s) for the action taken. Suspension will set forth the time period for which the suspension will be effective. Demotions will state the classification to which the employee is demoted. The Union Business Agent will be provided with a copy of each such notice.
- 10.3 Written reprimands, notices of suspensions, and notices of discharge which are to become part of an employee's personnel file will be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices. Provided that there have been no further disciplinary actions taken against the employee during the interim period, written reprimands will be of no further effect two (2) years after the date on which the reprimand was delivered to the employee or placed in his or her file.
- 10.4 Employees will not be questioned concerning an investigation of disciplinary action (regardless of whether action is against employee being questioned or another employee) unless the employee has been given adequate opportunity to have a Union representative

present at such questioning. The Employer will inform each employee of his or her rights under this clause.

- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer. Employees may place written responses to specific charges recorded in his/her personnel file into said personnel file at any time.
- 10.6 Grievances relating to this Article may be initiated by the Union in Step 2 of the grievance procedure.
- 10.7 The Employer agrees to abide by the terms of the Peace Officers Disciplinary Procedures Act, Minn. Stat. 626.89 and the Government Data Practices Act (Chapter 13).
- 10.8 The Employer will not conduct investigations nor discipline employees for any alleged work related action or inaction if the complaint relating to the allegations is one year old or more.
- 10.9 The Employer will use progressive discipline and will use the least discipline determined to be reasonably necessary to correct an employee's actions.

#### **Article 11 – Seniority**

- 11.1 **Definition:** Seniority will mean an Employee's length of service with the Employer since his/her last date of hire. An Employee's continuous service record will be broken only by separation from service by reasons of resignation, discharge for cause, retirement or death. When two or more Employees have the same seniority date, their position on the seniority list will be determined by lot.
- 11.2 **Lay-Offs:** When a reduction in the work force becomes necessary, the Employee with the least seniority will be laid off first. The last Employee laid off will be the first to be recalled for work. No new Employees will be hired until the lay-off list has been exhausted.
  - 11.2.1 During a period when any employee is laid off under this article the Employer agrees to not schedule overtime.
- 11.3 **Probationary Employees:** During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period a promoted or reassigned Employee may be returned to his/her previous position at the sole discretion of the Employer.
  - 11.3.1 The probationary period for newly hired or rehired employees will last for six (6) months. In the event of a change to P.O.S.T. Board licensing requirements, this Section may be reopened for negotiations by either party.

- 11.3.2 The probationary period for promoted or reassigned employees will last for ninety (90) days.

### **Article 12 – Part-Time Employees**

- 12.1 **Benefits:** All benefits (vacation, sick leave, holiday leave, etc.) excluding insurance for part-time employees shall be pro-rated. An employee's position must be anticipated to require at least 1,040 hours of compensated work per year to be considered half time.
- 12.2 **Insurance:** Part-time employees must work at least one-half time (1040 hours/year) to receive insurance benefits. The Employer's contribution shall be set at 50% during each calendar quarter in which the employee works (or is anticipated to work) at least half-time.

### **Article 13 – Outside Employment**

- 13.1 Employees must receive prior written approval from the Chief before accepting outside employment. No outside employment will be permitted which involves a conflict of interest, which brings discredit to the employee or the Canby Police Department or which otherwise interferes with the performance of their duties. Reasonable requests to work outside employment will not be denied.

### **Article 14 – Job Safety and Training**

- 14.1 It will be the policy of the Employer that the safety of Employees, the protection of work areas, the adequate training in necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibilities.
- 14.2 Toward this end, the Employer agrees to provide all employees with body armor, including vests, and to provide for the replacement of all body armor when it has reached the end of the manufacturer's recommended lifespan. The Employer reserves the right to determine the brand or type of body armor to be purchased.
- 14.3 The Employer will make available such training as is required for Employees to maintain licenses or certifications, or safety, or as is required by the Employer or the State of Minnesota. Costs incurred in attending this training will be paid by the Employer.
- 14.4 The time an employee spends attending training and traveling to and from any out of town training, shall be considered working hours for the purpose of computing wages and other benefits provided by this Agreement.
- 14.5 The Employer will pay the Employee's license fees required by the P.O.S.T. Board.

**Article 15 – Hours of Work**

- 15.1 The normal work day will be ten (10) hours. The normal work week will consist of a schedule intending to average forty (40) hours per week, for fifty-two weeks per year (2080 hours per year).
- 15.2 Time over ten (10) hours per day, or 80 hours per pay period will be considered overtime, to be compensated at the rate of one and one-half (1-1/2) times the regular rate of compensation of the employee involved. In lieu of monetary compensation, the affected employee(s) may choose to receive compensatory time at the rate of time and one-half (1-1/2).
- 15.3 All overtime shall be distributed as equally as possible among the members of the bargaining unit. Overtime or unscheduled work will be offered to full-time employees before said work is offered to part-time employees.
- ✓ 15.4 ~~Off-duty call-back for any affiliated matters will~~ be considered overtime compensable as such and will be for a minimum of two (2) hours each. An extension or early report to a regularly scheduled shift does not qualify the employee for the 2 hour minimum.
- 15.5 Employees may voluntarily switch shifts, with the approval of the Chief of Police. Voluntary switching of shifts will not obligate the Employer for overtime pay.

**Article 16 – Compensation**

✓ 16.1	<b>Step</b>	<del>2016-(2%)</del>	<del>2017-(2.25%)</del>	<del>2018-(2.5%)</del>
	1 (Probation) First Year	<del>\$18.13</del>	<del>\$18.53</del>	<del>\$19.00</del>
	2 Second Year (6.5%)	<del>\$19.32</del>	<del>\$19.75</del>	<del>\$20.25</del>
	3 Third Year (6.5%)	<del>\$20.58</del>	<del>\$21.05</del>	<del>\$21.57</del>
	4 Fourth Year (5.5%)	<del>\$21.73</del>	<del>\$22.21</del>	<del>\$22.77</del>

There will be a general wage increase of 2% in 2016, 2.25% in 2017, and 2.5% in 2018.

- ✓ 16.2 ~~Call Time Compensation. Each Employee shall receive \$104.00 per month~~ as on-call compensation. This on-call compensation will be paid semi-annually.
  - 16.2.1 If the City makes changes to the use of part-time officers or takes any action that changes call time, the monthly amount in 14.2 shall be immediately negotiated and changed by an amount deemed appropriate by the Union and the City.
- 16.3 **Extra Time Activities:** Full Time Employees shall receive a lump sum of \$75.00 per month for all extra time activities such as court appearances, case conferences and routine overruns not exceeding one hour per regular shift and call time.

16.4 Incentive Pay: All full time Employees are eligible to receive incentive pay for years of service after five years of service with the Canby Police Department.

After 5 years – Additional 3% of Step 4

After 10 years – Additional 3% of Employee’s salary

After 15 years – Additional 3% of Employee’s salary

After 20 years – Additional 3% of Employee’s salary

16.5 Meals: Employees shall be reimbursed for the costs of meals when on City business.

**Article 17 – Vacation**

17.1 Vacation will accrue at the following rates:

0 – 10 years	1 day per month	12 days/year
11-20 years	1.5 days per month	18 days/year
21+ years	2 days per month	24 days/year

17.2 Each year beyond 21 earns an additional 1 day per year, not to exceed 5 days beyond those listed above.

17.3 Up to five (5) days beyond annual accrued unused vacation days may be banked and carried over from year to year.

17.4 When an employee terminates employment with the City in good standing, he/she shall receive the value of 100% of vacation time earned but unused as severance pay.

**Article 18 – Sick Leave**

18.1 All full-time employees shall be credited with one day of sick leave for each month of service, with a maximum accumulation of 90 days.

18.2 All accrued sick leave shall be paid to the surviving spouse or representative of the estate of an employee whose death occurs while employed by the Employer.

18.3 Employees may use their accrued sick leave for the following:

1. Illness or injury of employee or the employee's immediate family causing absence from work.
2. Need by employee or member of employee's immediate family for acute medical care for illness or death in immediate family, or relative living in the employee's home.
3. Medical or dental care for employees or employee's immediate family which cannot be obtained after working hours.

18.4 At the time of the employee's death, retirement, or resignation, accumulated sick leave shall be paid to the employee based on the following schedule providing the employee has not been discharged from his/her job for misconduct.

<u>Years of Service</u>	<u>Payment % of Unused Sick Leave</u>
5-9 years:	10% of accumulated sick leave
10-14 years:	25% of accumulated sick leave
15-19 years:	40% of accumulated sick leave
20-25 years:	55% of accumulated sick leave
25+ years:	70% of accumulated sick leave

18.5 An employee who is drawing worker's compensation shall be allowed to use accumulated sick leave as necessary to insure a full monthly paycheck.

18.6 An employee may draw on his/her accrued sick leave during any period of time he/she is unable to work because of sickness or injury on or off the job.

18.7 While an employee is using earned sick leave, vacation time or drawing worker's compensation payments, he/she shall be considered to be working for the purpose of accumulating sick leave or vacation time.

18.8 Leave Donation: Employee may donate up to 24 hours of accrued vacation leave or 48 hours of accrued sick leave for the benefit of a fellow employee. The number of hours donated must be credited to the sick leave account or vacation bank of the receiving employee. Employee must notify Employer in writing of the amount and type of leave he/she wishes to donate and the name of the receiving employee.

### Article 19 – Leaves

19.1 Military Leave: Any 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 of this State, will be granted a leave of absence with pay during the period of such activity, up to fifteen (15) calendar days per calendar year.

Extended military leave will be granted to employees according to state and federal statute. Employees returning from extended leave shall be returned to their former positions or ones of comparable pay and responsibility.

19.2 Personal Leave: Personal leave shall be granted for no more than three (3) days per year.

19.3 Negotiating Committee: An employee elected to serve on the negotiating committee representing the bargaining unit members shall suffer no loss of pay if negotiations are

held on City time. Neither shall he/she be eligible for overtime nor straight time if meetings are held on his/her own time.

- 19.4 Leave Without Pay: Any request for leave of absence without pay will be submitted in writing by the employee to the Chief. The request will state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Written authorization for, or denial of, leave of absence will be furnished to the employee by the City Council.
- 19.4.1 Leaves of absence for a reasonable period, not to exceed one year, may be granted without a loss of seniority for longevity purposes. Illness leave (physical or mental) may be granted upon request for like periods. Leaves of absence may only be granted upon request in writing.
- 19.5 Jury Duty: Employees will be granted a leave of absence any time they are required to report for jury duty or jury service. Employees will be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service, so long as the daily compensation for jury duty received by the employee (excluding mileage) is paid over to the Employer by the employee.
- 19.6 Parenting Leave: Parenting leave is defined as paid or unpaid time off taken by an employee for the purpose of tending a new child, a sick child or a child's medical needs, or to attend school functions or special events. Unpaid or paid parenting leave is available to employees pursuant to City personnel policy, State (181.94) or federal statute, and this contract.
- 19.6.1 Paid Leave: Upon approval of the employee's supervisor, additional paid parenting leave may be taken by employees by use of sick or vacation days.
- 19.6.2 Accommodations: Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illnesses in connection with employment, except that if the employee's doctor recommends "light duty", because of any one of the above conditions, light duty work will be provided the employee for up to six (6) months.

### Article 20 – Holidays

20.1 The following days shall be recognized as paid holidays for all regular employees:

New Year's Day	Martin Luther King Day	Christmas Eve
President's Day	½ day Good Friday	Christmas Day
Memorial Day	Independence Day	½ New Year's Eve
Labor Day	Veteran's Day	Floating Holiday
Thanksgiving Day	Day after Thanksgiving	

- 20.2 Holidays not Worked: An employee not scheduled to work on a holiday shall receive ten (10) hours of compensation time in addition to the day off (5 hours for a half day).
- 20.3 Holidays Worked: An employee who is scheduled to work on a holiday shall receive, two (2) times the base pay for all hours worked on the holiday.

### **Article 21 – Insurance**

- 21.1 Health Insurance: The Employer will provide a health and medical care insurance program to all employees. Employer will pay 100% of the premium for single coverage and 75% of the premium for dependent care coverage. Any reduction in levels of benefits or change in insurance carrier will be negotiated with the Union.
- 21.2 Dental Insurance: A group dental plan as selected from time to time by Employer shall be made available by Employer. For Employees electing to purchase such insurance, Employer shall pay 100% of the premium for each participating Employee.
- 21.3 Life Insurance: The Employer will provide and pay the full cost of the premiums for term life insurance in an amount equal to \$20,000, with the option of the Employee to purchase additional amounts as available.
- 21.4 Effective Date: The health and medical and term life insurance shall be in effect the first day of the first full month of employment if Employee is qualified under existing insurance policies.
- 21.5 Leave of Absence: All Employer-paid benefits including health insurance will continue while an employee is on paid leave.
- 21.6 If the employer terminates an employee due to disability, the employer will continue paying health insurance benefits as per the terms of this contract until the termination is consented to by the employee or until the termination is upheld by an arbitrator or by a court or other appropriate tribunal and all appeals, if taken, exhausted.

### **Article 22 – Injury on Duty**

- 22.1 For employees who must miss work due to an injury or illness incurred while on duty, the Employer shall pay employee's regular salary during any waiting period set by the Workers' Compensation Bureau and pay the difference between worker's compensation payment and the employee's regular pay. This salary and benefits shall not be charged against any accrued sick, vacation or other leave banks for up to one (1) year.
- 22.2 After one (1) year, that portion paid by the Employer shall be charged against the accumulated sick leave, and then accumulated vacation leave of employee.



- 22.3 An employee who has exhausted all accumulated sick leave and vacation leave may be granted a leave of absence without pay not to exceed two (2) years without loss of seniority.
- 22.4 Communicable Diseases: Employer will not oppose Worker's Compensation claims for employees who acquire a chronic or permanent communicable disease while on-duty (I.E. HIV, Hepatitis, and Tuberculosis). Employer will reasonably accommodate and not discriminate against employees who acquire a chronic, or permanent communicable disease while on duty.
- 22.5 Disability - Reasonable Accommodation: The failure of the Employer to reasonably accommodate a recognized disability, as defined by the Americans with Disabilities Act (ADA) is grievable under this agreement.

#### **Article 23 - Uniforms**

- 23.1 The City shall provide the initial uniform for each permanent, full-time employee.
- 23.2 The City shall afford each officer a \$600 per year allowance to use towards uniform replacement costs. In the event the \$600 is exhausted, any costs over and above shall be the responsibility of the officer. In the event the \$600 is not fully spent, the remainder shall be banked for future use, up to a maximum of \$1,000, including the current year's allowance.

#### **Article 24 – Waiver**

- 24.1 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.

#### **Article 25 – Savings Clause**

- 25.1 This Agreement is subject to Federal and State laws. Any portion of this Agreement 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, shall be void. All other provisions of this Agreement shall continue in full force and effect. The parties, on written notice, shall meet and renegotiate the voided provision(s).

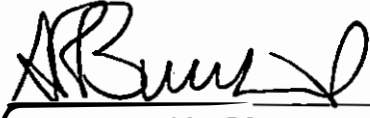
#### **Article 26 – Duration**


- 26.1 This agreement shall be in effect from January 1, 2016 through December 31, 2018, and shall remain in effect from year to year thereafter unless either party gives notice as may be required by state statute (PELRA) of their desire to amend this agreement.

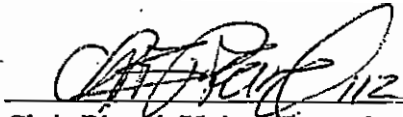
IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates noted below:

For the Union:

For the Employer:

  
\_\_\_\_\_  
Adam Burnside, LELS      2/16/16  
Business Agent      Date

  
\_\_\_\_\_  
Nancy Beermann, Mayor      2/29/16  
Date

  
\_\_\_\_\_  
Chris Picard, Union Steward      Date

  
\_\_\_\_\_  
Nicholas Johnson, City Admin.      2/29/16  
Date