

LABOR AGREEMENT
BETWEEN
THE CITY OF CHAMPLIN
AND
LAW ENFORCEMENT LABOR SERVICES, INC. (LOCAL #63)

JANUARY 1, 2016 - DECEMBER 31, 2018

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Labor Agreement

Between

The City of Champlin

And

Law Enforcement Labor Services, Inc. Local #63

ARTICLE 1 PURPOSE OF AGREEMENT

A three-year agreement which is in effect January 1, 2016, through December 31, 2018, between the City of Champlin, 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 this 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.

The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality of police service and protection to the residents of the City of Champlin. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Section 179A.03, Subd. 8, for all police personnel in the following job classification:

Police Officer

- 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 Services 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. (Local #63)
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The City of Champlin Police Department.
- 3.5 Employer: The City of Champlin.
- 3.6 Chief: The Chief of the City of Champlin Police Department.
- 3.7 Union Officer: Officer elected or appointed by Law Enforcement Labor Services, Inc., Local #63
- 3.8 Overtime: Work performed at the express authorization of the Employer in excess of the Employee's scheduled shift.
- 3.9 Scheduled Shift: A consecutive work period including two rest breaks and a lunch break.
- 3.10 Rest Breaks: Two periods during the scheduled shift during which the Employee remains on continual duty and is responsible for assigned duties.
- 3.11 Lunch Break: A period during the scheduled shift during which the Employee remains on continual duty and is responsible for assigned duties.

ARTICLE 4 **EMPLOYER SECURITY**

- 4.1 The Union agrees that during the life of this Agreement, it will not cause, encourage, participate in or support any strike, slowdown or other interruption of or interference with the normal function 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 establish functions and programs; 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 by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

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 the monthly Union dues. Such monies shall be remitted as directed by 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 notice(s) and announcement(s).
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer, as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.5 The Employer agrees not to enter into any additional written agreements with Employees, individually or collectively, concerning any terms or conditions of employment.

ARTICLE 7 EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE

- 7.1 **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.

7.2 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 the Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 6.2 of this Agreement.

7.3 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 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 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.

7.4 PROCEDURE

Grievances, as defined by 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. The Employer designated representative for Step 1 is the Sergeant or

Deputy Chief.

- Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative 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. The Employer designated representative for Step 2 is the Deputy Chief or Police Chief.
- Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after the receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived. The Employer designated representative for Step 3 is the City Administrator.
- Step 3-A. If the grievance is not resolved at Step 3 of the grievance procedure, the parties, by mutual agreement, may submit the matter to mediation with the Bureau of Mediation Services. Submitting the grievance to mediation preserves timelines for Step 3 of the grievance procedure.
- 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 as established by the Bureau of Mediation Services. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by State Law.

7.5 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 close of the hearing or 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.

7.6 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 in each step.

7.7 CHOICE OF REMEDY

If, as a result of the written Employer response in Step 3, 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 4 of Article VII or a procedure such as: Civil Service, Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article VII the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII.

The aggrieved Employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 7 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Step 4 of Article 7.

Except that with respect to statutes under the jurisdiction of the United States Equal Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 8 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Champlin, Minnesota. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9 SENIORITY

- 9.1 Seniority shall be determined by the Employee's length of continuous employment with the Champlin Police Department.
- 9.2 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 replaced in his/her previous position at the sole discretion of the Employer.
- 9.3 A reduction of the work force will be accomplished on the basis of seniority. Part-time and temporary Employees shall be laid off before any full-time

regular Employees. Employees shall be recalled from layoff on the basis of seniority. An Employee on layoff shall have an opportunity to return to work within two (2) years of the time of his/her layoff before any new Employee is hired.

- 9.4 Each employee is entitled to have vacation time approved on the basis of seniority. Vacation requests which are to be approved on that basis must be submitted in writing by December 1st of the preceding year. Supervisors will approve such requests on the basis of seniority by December 15th for the following calendar year.
- 9.5 Seniority shall prevail as to shifts.
- 9.6 An Employee's seniority shall be broken by voluntary resignation, discharge for just cause, or retirement.

ARTICLE 10 PROBATIONARY PERIOD AND JOB SECURITY

- 10.1 Any new or rehired Employee shall be regarded as a permanent Employee only after he/she has successfully worked twelve (12) calendar months for the City, unless the Employer, the Employee, and the Union agree to mutually extend the probationary period for another six (6) calendar months (maximum). The training of a probationary Employee will not constitute the creating of a new shift. Probationary Employees shall not have the right to bid on shifts. At the end of the probationary period the Employer may create a new shift which will then be bid on by all Employees.
- 10.2 An Employee claiming that he/she has been grieved during his/her probationary period has twenty-one (21) calendar days following the completion of probation to bring forth a grievance pursuant to Article 7.

ARTICLE 11 DISCIPLINE

- 11.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms:
 - a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion; or
 - e) discharge
- 11.2 Suspensions, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the

time period for which the suspension will be effective. The Union Business Agent will be provided with a copy of each such notice.

- 11.3 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 the signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices. Employee may apply to have letter removed within one year.
- 11.4 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 within 120 days of becoming aware of said charges.
- 11.5 Except in cases of Veterans, discharges will be preceded by a five (5) day suspension without pay.
- 11.6 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. The Employer will inform each employee of their rights under this section and advise the Union of ongoing investigations, in the event it is determined that an investigation is necessary.
- 11.7 Grievances relating to this Article shall be initiated by the Union at Step 3 of the grievance procedure under Article VII.

ARTICLE 12 CONSTITUTIONAL PROTECTION

Employees shall have the rights granted to all citizens by the United States and Minnesota State Constitutions.

ARTICLE 13 WORK SCHEDULE

- 13.1 The normal work year is two thousand and eighty hours (2,080) to be accounted for by each full time Employee through:
 - a) scheduled hours of work;
 - b) holidays;
 - c) vacations;
 - d) sick leave;
 - e) authorized paid leave;
 - f) training; and

- g) program meetings including but not limited to Police Reserve meetings, FTO meetings, Explorer meetings, instructor meetings and Citizen's Academy.
- (h) In addition to the Program meetings referenced in Section 13.1(g), ten (10) hours will be applied to the 2,080 hour normal work year for each assignment as Firearms Instructor, Defensive Tactics Instructor, Radar/Lidar Instructor, Police Reserve Coordinator, Police Explorer Advisor, Citizen's Academy Coordinator, Predatory Offender Compliance Officer, or Drug Recognition Expert (DRE), provided that the individual will be required to serve in this assignment for the entire calendar year. Assignment to these programs is entirely at the discretion of the Police Chief. Individuals assigned to more than one listed program pursuant to this 13.1(h) may not exceed twenty (20) hours applied to the 2,080 hours normal work year.

13.2 Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

13.3 Employees shall have the right to bid on shifts at least once a year. If a new shift is created or there is an opening on an existing shift during the year, the Employees shall be permitted to bid all shifts. If the starting time changes on a shift, the shift will be considered a new shift.

13.4 If the Employer or its designee makes a change in the schedule, he/she shall post the changes not less than twenty-four (24) hours prior to the change. If the change is made less than twenty-four (24) hours prior to the scheduled shift, the Employee will be compensated with four (4) hours pay at straight time.

13.5 If the Employer or its designee post open shifts to be filled by employees to fulfill the required 2,080 hours, such time shall be distributed as equitably as possible.

ARTICLE 14 OVERTIME

14.1 Employees will be compensated at one and one-half (1 1/2) times the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift. Changes in shifts do not qualify an Employee for overtime under this Article.

Employees may have the option to be paid overtime in the form of time and one-half compensatory time for each hour worked. Such compensatory time shall be allowed to accrue to a maximum of 60 hours. Compensatory

time not used shall be paid the cash equivalent at severance. The use of said compensatory time shall be at the sole discretion of the employer.

- 14.2 Employees working in assignments that require flexibility of working hours, including but not limited to Investigator and School Resource Officer, will be compensated at one and one-half (1 1/2) times the employee's regular base pay for hours worked, sick leave hours taken, and holiday time used in excess of forty (40) hours per work week.
- 14.3 Overtime will be distributed as equally as practicable.
- 14.4 Overtime refused by Employees will, for record purposes under Article 14.3, be considered as unpaid overtime worked.
- 14.5 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 14.6 Overtime will be calculated to the nearest fifteen (15) minutes.
- 14.7 Officer will be paid overtime for department –wide mandatory meetings. (2 hour minimum.)
- 14.8 Employees have an obligation to work overtime if requested by the Employer unless unusual circumstances prevent the Employee from so working.
- 14.9 If there is overtime after a shift, the most senior person working has the right of first refusal.
- 14.10 Open shifts shall be posted for seven (7) calendar days for all employees to sign by seniority. After the close of the seventh (7th) calendar day, an open shift may be filled by any Employee without regard to seniority.
- 14.11 Training shall be compensated on a straight hourly basis

Training and non-department-wide mandatory meetings shall be compensated on a straight hourly basis (2 hour minimum). An extension of a shift or early report to a regularly scheduled shift for duty does not qualify the Employee for the two (2) hour minimum.
- 14.12 The Employer will reimburse the employee up to \$7 toward the cost of lunch during a training day provided the training is scheduled for a full eight

hours. Training conducted within the City of Champlin or conducted by Champlin police staff is not eligible.

14.13 Overtime hours for non-patrol events which are not bid on by an Officer after ten (10) days may, at the discretion of the department, be assigned to a supervisor who is willing to work the hours. This does not limit the City from declining to assign the hours to a Supervisor, nor does it prevent the City from posting Supervisory assignments for non-patrol events.

ARTICLE 15 COURT TIME

An Employee who is required to appear in court during his/her 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 of a shift or early report to a regularly scheduled shift for court appearance does not qualify the Employee for the three (3) hour minimum. Employees, with less than 24 hours' notice of court cancellation, will be paid the minimum two (2) hours standby pay. An employee required to be on Court standby shall be paid one (1) hour straight time pay for each hour on standby.

ARTICLE 16 CALL-BACK TIME

An Employee who is called in and physically reports for duty with less than sixteen (16) hours' notice during his/her 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 of a shift or early report to a regularly scheduled shift for duty does not qualify the Employee for the three (3) hour minimum. If the call-back work assignment and the Employee's regular work shift overlap, the Employee shall be paid the callback rate of time and one-half (1 ½) until his/her regular shift begins and the regular shift shall continue until the Employee's normal quitting time. Phone calls do not qualify for the 3 hour minimum.

ARTICLE 17 INJURED ON DUTY

Employees injured while on duty through no fault of the Employee shall be paid the net difference between the Employee's regular rate of pay and any worker's compensation benefits for a period not to exceed sixty (60) working days. Unless otherwise required by State law, in cases of temporary total or temporary partial disability no compensation is allowed for the three calendar days after the disability commenced. If the disability continues for ten calendar days or longer, the compensation is computed from the commencement of the disability. Disability is deemed to commence on the first calendar day or fraction of a calendar day that the employee is unable to work. The three calendar day waiting period shall be charged to the employee's sick leave.

ARTICLE 18 SICK LEAVE

Sick leave shall apply only to permanent, full-time Employees. Employees shall earn sick leave at the rate of eight (8) hours per month for each month of service. Sick leave shall accumulate to a maximum of nine hundred sixty (960) hours. After the maximum amount of nine hundred sixty (960) hours is reached, Employees shall earn sick leave at the rate of four (4) hours per month of banked time. Such banked time shall not be used until all other accumulated sick leave has been exhausted.

Sick leave may be used for absences due to an illness or injury of the employee, the employee's child, stepchild, spouse, sibling, parent, grandparent, grandchild or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury. The use of sick leave for absences due to an illness of or injury to the employee's adult child, spouse, sibling, parent, grandparent, or stepparent may not exceed 160 hours in any 12 month period. Absence due to illness or injury of those listed other than the employee must be to provide care or assistance to those persons.

Any Employee who has been absent due to illness of more than two duty shifts in a pay period, or if there is an identified pattern of absences, may be required by the Employer to furnish proof of illness such as doctor's report.

Employees may donate up to twenty (20) hours of accrued sick leave (or a combination of vacation and sick leave up to a maximum of 20 hours) for the benefit of a fellow Employee. The number of hours donated must be credited to the sick leave amount of the receiving Employee. The Employee must notify the Employer in writing of the amount of time he/she wishes to donate and the name of the receiving Employee. This donation is subject to the City Ordinance and administrative policy rules currently in place.

ARTICLE 19 SEVERANCE PAY

The Employer shall grant to each Employee in case of layoff, retirement, death or other honorable severance, thirty-three and one-third percent (33 1/3%) of the unused accumulated sick leave to a maximum of 40 days in cash payment. Employees must have three (3) years of service with the Employer to qualify for payment under this Article.

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

If an Employee is permanently disabled, then all previously accrued sick leave will be paid to the Employee on a monthly basis.

ARTICLE 20 VACATION

20.1 Employees shall earn vacation time from date of employment based on the following schedule:

0 - 5 years of service	80 hours per year
6 - 10 years of service	120 hours per year
11 - 14 years and over	An additional 8 hours per year not to exceed 200 hours per year

20.2 Vacations will be taken with the approval of the Employer. When a designated holiday occurs during the vacation period of an Employee, he/she shall be entitled to an additional day of vacation.

20.3 Employees with less than five (5) years of service may accrue a maximum of 120 hours of vacation leave. Employees with five (5) to thirteen (13) consecutive years of service may accrue a maximum of 160 hours of vacation leave. Employees with fourteen (14) consecutive years or more of service may accrue a maximum of 200 hours of vacation leave. Accruals in excess of the established maximums may be granted by the City Administrator in the best interests of the City.

20.4 Employees may donate up to twenty (20) hours of accrued vacation leave (or a combination of vacation and sick leave up to a maximum of 20 hours) for the benefit of a fellow Employee. The number of hours donated must be credited to the sick leave amount of the receiving Employee. The Employee must notify the Employer in writing of the amount of time he/she wishes to donate and the name of the receiving Employee. This donation is subject to the City Ordinance and administrative policy rules currently in place.

ARTICLE 21 HOLIDAYS

The department's patrol schedule does not accommodate holidays. Employees assigned to the Patrol schedule or assigned as Traffic Officer may choose to be paid for eleven and one half (11 1/2*) holidays or to have eleven and one half (11 1/2*) holidays off each year by using holiday time. Employees in other assignments, who are normally scheduled off on holidays may only choose to be paid for eleven and one half (11 1/2) holidays if they have eleven and one half (11 1/2) days of vacation time available and committed for this use at the time they make their choice. Each Employee must designate the total number of hours

they wish to be converted to cash and the total number of hours they will take as holiday time by November 1st of the preceding year in writing to the Chief of Police or his designee. Any requests for changes during the calendar year must be submitted by the Employee and will be at the discretion of the Employer. For those employees choosing payment, payment will be made on or about December 1st annually.

21.1 Each Employee shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
*Christmas Eve (4) hours if City Hall is closed	Christmas Day

21.2 Employees scheduled in a regular day off on any of the eleven and one half (11 1/2*) listed holidays shall be credited with an additional eight (8) hours.

21.3 Employees cannot take more than two (2) holidays together. There shall be no time limit on holiday leave. Only three (3) holidays may be carried over each year. Seven (7) days' notice must be given to be allowed holiday leave.

21.4 Any Employee required to work on the holidays listed in Article 21.1 will be paid at the overtime rate.

ARTICLE 22 HEALTH AND WELFARE

22.1 The Employer will pay the premium for twenty-thousand dollars (\$20,000) life and a \$20,000 accidental death and dismemberment insurance policy on each regular full-time Employee.

22.2 In 2016-2018, the Employer agrees to make the following contributions towards health, dental & life insurance premiums:

- 2016 - \$50 increase (from \$1,080 to \$1,130 per month for family coverage)
- 2016 - \$50 increase (from \$654 to \$704 per month for single coverage)
- 2017 - \$25 increase from \$1,130 to \$1,155 per month for family coverage
- 2017 - \$25 increase from \$704 to \$729 per month for single coverage
- 2018 - \$50 increase from \$1,155 to \$1,205 per month for family coverage
- 2018 - \$50 increase from \$729 to \$779 per month for single coverage

- 22.3 Employees may elect to receive a cash payment in lieu of medical and dental insurance, provided a waiver of coverage is signed by the Employee and the Employee can prove coverage elsewhere. Effective January 1, 2016, the amount that the City contributes for Opt Out for health insurance will be 50% of that year's monthly health insurance single premium, to a maximum of \$300, and the opt out for dental insurance will be \$25. An employee who chooses to opt out of one insurance program (for example health) and participate in another insurance program (for example dental) will receive the City's single contribution toward the premium for the selected insurance rather than the maximum amount noted above. This section shall apply only to those Employees eligible for the City's health and dental plans. Employees wishing to re-enroll in the medical and/or dental plans may only do so under qualifying circumstances such as adding or dropping dependents, change in employment status, death or divorce of a spouse, or at open enrollment.
- 22.4 Employees currently on the City's health insurance plan are eligible to opt-out effective January 1, 2011, but if they received the \$5,500 HSA contribution in 2009 and 2010, they will not receive opt-out compensation until the \$5,500 has been paid back via opt-out contributions. This requirement will sunset on January 31, 2017.
- 22.5 An employee who chooses to opt out of health insurance and participate in dental insurance will receive the City's single contribution toward the premium for dental insurance. An employee who chooses family coverage for health insurance, but chooses to opt-out of dental insurance will not receive the monthly opt-out amount if the City's monthly contribution amount is equal to or less than the monthly premiums for life and health insurance. If the City's monthly contribution amount is more than the life and health insurance premiums, the employee will receive the difference in contribution vs. premiums, up to \$25 per month.
- 22.6 The City agrees to provide a long term disability policy for Employees covered by this contract. The Employee agrees to contribute up to 8 hours of sick leave and .17% of annual salary per year toward the premium. The level of coverage and the specific benefits are as negotiated between the parties.

ARTICLE 23 **FUNERAL LEAVE**

The Employer shall grant up to three (3) days of paid leave, with supervisor's prior approval, for an Employee to attend a funeral in the event of a death of the following:

Mother	Children	Mother-in-Law Nephews
Father	Brother	Father-in-Law
Grandparents	Sister	Brother-in-Law
Spouse	Sister-in-Law	Nieces
Aunt	Uncle	

The Employer may grant additional time off, to be deducted from the Employee's accumulated sick leave.

ARTICLE 24 FALSE ARREST INSURANCE

The Employer shall purchase false arrest insurance for each Employee.

ARTICLE 25 UNIFORM/CLOTHING ALLOWANCE

- 25.1 There shall be eight hundred and twenty five (\$825) yearly uniform, clothing, and maintenance for Police Officers, Investigator Assignee and School Resource Officers in 2016 and 2017; eight hundred and fifty dollars (\$850) in 2018. This allowance is for the purchase of duty-related uniforms, clothing, equipment, and maintenance thereof. Police Supervisors have complete discretion to determine if employees are properly uniformed, clothed and equipped as required by policy; and the employee is solely responsible to be properly uniformed, clothed and equipped. Employees must provide proof of purchase for uniforms, clothing or equipment items if requested by employer. At the time of separation of employment, the annual allowance shall be prorated. The employee must reimburse the City if prorated uniform expense is overspent via a pay deduction. This allowance will be paid on the first paycheck of February each year.
- 25.2 Any uniform/clothing damaged or contaminated in the line of duty shall be replaced on a prorated basis or maintained timely by the Employer.
- 25.3 Employees shall be allowed to purchase one authorized duty weapon with this allowance every five (5) years, from the date of purchase, unless the Employee can provide proof of trade-in to a licensed gun dealer or licensed police officer. Money received from the sale must be used to offset the purchase price of the new duty weapon. Employees in special assignments may purchase an authorized duty weapon more conducive to the assignment with the approval of the Chief of Police. Employees may purchase duty weapons more frequently than every five (5) years with permission from the Chief of Police.

25.4 New Officers will not be eligible for and will not be issued payment of the uniform allowance during the first two annual uniform payment years following the date they are hired. Example, an officer hired in December 2014 will not receive the annual first quarter payment in 2014 or 2015 but will be eligible for the annual payment in the first quarter of 2016.

The City will issue the New Officers uniforms and equipment for new officers and will accompany the New Officers to the authorized vendor for the selection of uniforms and equipment in the first and second year. Any amount spent on this equipment beyond \$850 in either year will be at the Police Chief's discretion and will also be dependent upon the availability of budgeted uniform and equipment funds.

The police department will retain ownership of all equipment initially issued to the officer for a full two years. Ownership of an issued firearm will not be rescinded by the department.

The officer is responsible for the proper care of all issued uniforms and equipment.

ARTICLE 26 LONGEVITY

Employees shall be paid according to the following longevity pay plan in addition to their salary in each payroll period:

After 4 years of service	3% of salary
After 8 years of service	5% of salary
After 12 years of service	7% of salary
After 16 years of service	9% of salary

ARTICLE 27 PARENTING LEAVE

27.1 LEAVE OF ABSENCE WITHOUT PAY

All full-time and part-time employees working an average of twenty hours per week and have been employed by the City for at least one year shall be eligible for an unpaid parental leave for 90 calendar days in connection with the birth or adoption of a child.

27.2 REQUESTS FOR LEAVE

Officer requests for a parental leave must be submitted in writing to the employee's immediate supervisor at least 60 calendar days in advance of the scheduled leave date. This provision may be waived in an emergency

by the Employer. In the case of adoption, the Employee shall notify the Employer that adoption procedures have begun.

27.3 USE OF LEAVE

An Officer may use all of his/her accumulated vacation leave, or compensatory time while on leave. The use of these leaves shall not increase the original 90 day unpaid leave.

27.4 RETURN TO WORK

At the end of the leave of absence period, the officer shall be reinstated to her original job or another position of like status and pay. The City Administrator may require medical certification stating the officer is able to return to work.

27.5 DISABILITIES

For disabilities, the City Administrator may grant an extended leave of absence, but in no case shall the leave of absence exceed one year.

27.6 BENEFITS

No benefits, except seniority, shall accrue to any officer when on leave of absence without pay. Insurance coverage may be maintained by officer contribution of full group coverage premium.

ARTICLE 28 WAGES

The Employer shall establish steps to reach the maximum salary and the salary shall be established as presented in Appendix A.

ARTICLE 29 WAIVER

29.1 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.

29.2 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 waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement even though such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time this contract was negotiated or executed.

ARTICLE 30 JOB SAFETY

- 30.1 It shall 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.
- 30.2 It shall also be the responsibility of all Employees to cooperate in programs to promote safety to themselves and the public and to comply with rules promulgated to insure safety. This Employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.
- 30.3 The Employer and the Union agree that for reasons of safety, the minimum number of patrol officers in the field on any given patrol shift shall be two.
- 30.4 Personal Body Armor: The Employer hereby agrees to ensure that each new Employee is equipped with personal body armor as specified by State Law. Upon the request of the Employee, the Employer agrees to replace either personal body armor or body armor cover of the Employee after six years from the date of purchase. Officers who wish to purchase more expensive body armor will be responsible for the difference.
- 30.5 The Employer agrees to provide all necessary safety equipment including the following:

Safety Eyewear (up to \$25)	Rubber Gloves
Anti-bacterial Gel	Traffic Vest

ARTICLE 31 RETIREMENT INSURANCE

An Employee who retires with a combination of years of service as a Minnesota P.O.S.T. Certified Peace Officer and age totaling eighty five (85), and having a minimum of fifteen (15) years of service as a Champlin Police Officer, shall be entitled to fifty percent (50%) of the Employer's contribution for a bargaining unit Employee's cost of single hospitalization and medical insurance premium until said Employee reaches the age of sixty-five (65).

ARTICLE 32 RETIREMENT HEALTH SAVINGS PLAN

The City will provide a Retirement Health Savings Plan benefit to the LELS (Officers) Union as negotiated and approved by the City.

ARTICLE 33 LICENSE FEES

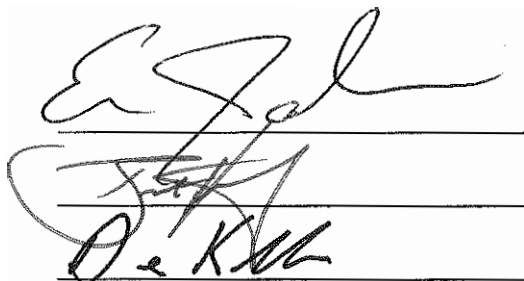
The Employer shall pay the P.O.S.T. license fees for Employees.

ARTICLE 34 DURATION

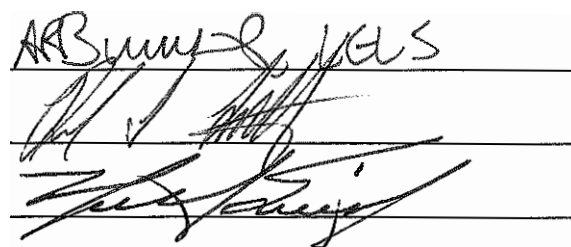
This Agreement shall be effective as of the first day of January, 2016, through and including the thirty-first day of December, 2018, and shall remain in full force and effect until the commencement of the next labor agreement.

In Witness Whereof, the parties hereto have executed this Agreement on this 11th day of April, 2016.

CITY OF CHAMPLIN



LAW ENFORCEMENT LABOR SERVICES



APPENDIX A
SALARY SCHEDULE

	1/1/2016*	1/1/2017**	1/1/2018***
Start	\$48,268.87	\$49,475.60	\$50,836.17
Twelve Months	\$54,825.16	\$56,195.79	\$57,741.17
Twenty-four months	\$61,381.44	\$62,915.98	\$64,646.16
Thirty-six months	\$67,936.98	\$69,635.40	\$71,550.38
Forty-eight months	\$74,494.75	\$76,357.12	\$78,456.94

- * includes 2% increase in 2016
- ** includes 2.5% increase in 2017
- *** includes 2.75% increase in 2018

INVESTIGATOR AND JUVENILE OFFICER (LIAISON)

The Investigator and Juvenile Officer (Liaison) position shall receive a \$250.00 per month stipend in addition to their regular salary in 2016. In 2017, this amount shall be \$255 per month and in 2018, this amount shall be \$260 per month.

FTO Pay: The employee shall receive an additional \$ \$1.65 per hour in 2016, \$1.75 per hour in 2017 and \$1.75 per hour in 2018 , if assigned as FTO's, only to be paid for actual time spent with Officer being trained.

Narcotics Investigator

1. The narcotics assignment will be two years in duration. The assignment may also be extended to three years by the Police Chief. Should the Officer desire to leave the position early, the Officer will be allowed to do so. In that event, a new two-year duration will begin for the replacement Officer.
2. The position will be compensated as a Patrol Officer position and will not receive Investigator stipend pay.
3. Work hours for this assignment must be flexible and a cap on the number of overtime hours may be directed by management.
4. An appropriate vehicle will be provided for the position.