

**LABOR AGREEMENT**  
**BETWEEN**  
**THE CENTENNIAL LAKES JOINT POLICE GOVERNING BOARD**  
**-and-**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**  
**LOCAL NO. 154**

**JANUARY 1, 2017 THROUGH DECEMBER 31, 2019**

## Table of Contents

ARTICLE I - PURPOSE OF AGREEMENT.....	3
ARTICLE II - RECOGNITION .....	3
ARTICLE III - DEFINITIONS .....	3
ARTICLE IV - EMPLOYER SECURITY .....	4
ARTICLE V - EMPLOYER AUTHORITY.....	4
ARTICLE VI - UNION SECURITY.....	5
ARTICLE VII - EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE.....	5
ARTICLE VIII - SAVING CLAUSE.....	7
ARTICLE IX - DISCIPLINE .....	7
ARTICLE X - WORK SCHEDULES .....	8
ARTICLE XI - SENIORITY .....	8
ARTICLE XII - OVERTIME .....	9
ARTICLE XIII - RECALL TO DUTY .....	9
ARTICLE XIV - UNIFORMS.....	9
ARTICLE XV - VACATIONS .....	10
ARTICLE XVI - HOLIDAY .....	10
ARTICLE XVII - INSURANCE.....	11
ARTICLE XVII - FUNERAL LEAVE .....	11
ARTICLE XIX - SICK LEAVE .....	11
ARTICLE XX - SEVERANCE.....	12
ARTICLE XXI - COURT TIME.....	12
ARTICLE XXII - WAGES .....	12
ARTICLE XXIII - PERFORMANCE PAY PLAN.....	12
ARTICLE XXIV - POST LICENSE .....	12
ARTICLE XXV - WAIVER.....	13
ARTICLE XXVI - NEGOTIATIONS .....	13
ARTICLE XXVII - DURATION .....	13
APPENDIX A.....	14
PERFORMANCE PAY PROGRAM .....	15

**LABOR AGREEMENT**  
**BETWEEN**  
**THE CENTENNIAL LAKES JOINT POLICE GOVERNING BOARD**  
**LAW ENFORCEMENT LABOR SERVICES, INC.**  
**LOCAL NO. 154**

**ARTICLE I - PURPOSE OF AGREEMENT**

This AGREEMENT is entered into between the CENTENNIAL LAKES JOINT POLICE GOVERNING BOARD, 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 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

**ARTICLE II - RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for:  
  
All essential employees of the Centennial Lakes Police Department, Circle Pines, Minnesota, who are public employees within the meaning of Minn. Stat. 179A. 03, subd. 14, excluding supervisory and confidential 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 Services for determination.

**ARTICLE III - DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local No. 154
- 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. DEPARTMENT: The Centennial Lakes Police Department.
- 3.5. EMPLOYER: The Centennial Lakes Joint Police Governing Board.
- 3.6. CHIEF: The Chief of the Centennial Lakes Police Department.
- 3.7. UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 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 REST BREAKS and a LUNCH BREAK.
- 3.10. REST BREAKS: 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.
- 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 inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.13. DAY: A "day" is defined as an eight (8) hour period.

#### **ARTICLE IV - EMPLOYER SECURITY**

The UNION agrees that during the life of this AGREEMENT that 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 V - 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 or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify establish, or eliminate.

#### ARTICLE VI - 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 directed by the UNION.
- 6.2 The UNION may designate employees from the bargaining unit to act as Steward and an alternate and shall inform the EMPLOYER in writing of such notice 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 UNION STEWARD. EMPLOYER shall compensate one member of LELS designated by its membership as Union Steward, for actual time spent up to six (6) hours per contract cycle, at the employee's straight-time hourly rate, to participate in negotiation sessions with EMPLOYER to establish a new contract for the subsequent period.
- 6.5 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.

#### ARTICLE VII - 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 this 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 ARTICLE VI, Section 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: Grievance 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.

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 Step 2 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.

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 rules and regulations established by the State of Minnesota Bureau of Mediation Services.

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 the close of the hearing or the submission of briefs by the parties, whichever is 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 and 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.

#### **ARTICLE VIII - SAVING CLAUSE**

This AGREEMENT is subject to the law. 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 IX - DISCIPLINE**

9.1 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.) Demotions; or
- e.) Discharge.

- 9.2: Suspensions, demotions and discharges will be in written form.
- 9.3: Written reprimands, notices of suspension, and notices of discharge which are to become part of an employees 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.
- 9.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 9.5 Discharges will be preceded by a five (5) day suspension without pay, except for those employees who are defined as Veterans under MSA 197.46.
- 9.6 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.
- 9.7 A grievance relating to this ARTICLE shall be initiated by the UNION at Step 2 of the grievance procedure of ARTICLE VII.

#### **ARTICLE X - WORK SCHEDULES**

- 10.1 The normal work year is two thousand and eighty (2,080) hours to be accounted for by each employee through:
- a.) Hours worked on assigned shifts;
  - b.) Holidays;
  - c.) Assigned training;
  - d.) Authorized leave time.
- 10.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time of the assigned shifts.
- 10.3 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.

#### **ARTICLE XI - SENIORITY**

- 11.1 Seniority shall be determined by the employee's length of full-time continuous employment with the Police Department and posted in an appropriate location.
- 11.2 A reduction of the work force will be accomplished on the basis of seniority. 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 the employee's layoff before any new employee is hired.



- 11.3 In the event an employee of this unit is promoted to a position not covered by this bargaining unit and then later returned to patrol, he/she shall be returned to the bargaining unit without loss of seniority from the initial date of hire, provided that the employment with this EMPLOYER has been continuous. For an employee hired to a position not covered by this bargaining unit, but later transferred to patrol, seniority shall likewise be calculated from the date of initial hire with the EMPLOYER providing that the employment with this EMPLOYER has been continuous.

#### **ARTICLE XII - OVERTIME**

- 12.1 Employees will be compensated at one and one-half (1 ½ ) times the employee's base pay rate for hours worked in excess of the employee's scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 12.2 Overtime will be distributed as equally as practicable.
- 12.3 Overtime refused by an employee will, for record purposes under ARTICLE 12.2, be considered as unpaid overtime worked.
- 12.4 For the purpose of computing overtime compensation overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 12.5 Overtime will be calculated to the nearest fifteen (15) minutes.
- 12.6 Employees have the obligation to work overtime or recall to duty if requested by the EMPLOYER unless unusual circumstances prevent the employee from so working.
- 12.7 Employees may accumulate up to a maximum of sixty (60) hours of compensatory time in lieu of payment under Section 12.1. Compensatory time may only be used with the specific permission of the EMPLOYER.

#### **ARTICLE XIII - RECALL TO DUTY**

An employee who is recalled to duty during the employee's scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1 ½ ) times the employee's base pay rate. An extension of or early report to a scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

#### **ARTICLE XIV - UNIFORMS**

- 14.1 The EMPLOYER agrees to provide each new employee with all required uniforms and equipment. Uniforms covered are as noted in required items in department policy

"Uniform Regulations" #1046 and other policies, and basically covers anything worn by the officer, with the exception of body armor. All uniforms and equipment purchased initially or with the annual uniform allowance shall remain the property of the EMPLOYER.

- 14.2 After one year of service, each full-time employee will be credited with an annual allowance for clothing in the amount of \$800. The accounting shall be on a calendar year basis and the first allowance may be prorated from the anniversary date to the end of that calendar year. Selections are subject to approval of the Police Chief or his designee. The EMPLOYER shall administer the clothing allowance credit so that vendors bill the EMPLOYER directly for uniform and equipment orders. The employee may carry over up to \$200 into the next year which shall be the first dollars spent in the next year.
- 14.3 EMPLOYER will provide to the member designated as investigator and/or detective the sum of \$500 per year as an allowance for professional attire (not blue jeans). This amount shall be paid to the employee not later than the second pay period in January. The EMPLOYER reserves the right to request an accounting of the use of such funds. If the investigator is also required to work street duty, the clothing allowance in section 14.2 shall be reduced by any amounts paid under this section.
- 14.4 Employees quitting employment with the Department shall reimburse the EMPLOYER for any uniform allowance purchases within the 60 days immediately prior to the employee's termination date.

#### ARTICLE XV - VACATIONS

- 15.1 Full-time employees shall earn vacation at the rate of:

<u>Years of Service</u>	<u>Rate of Accrual</u>
0 - 3 Years	6.67 hours per month (80 hrs/yr)
4 - 5 Years	8.67 hours per month (104 hrs/yr)
6 - 10 Years	10.67 hours per month (128 hrs/yr)
11 - 16 Years	12.00 hours per month (144 hours/yr)
17 + Years	16.00 hours per month (192 hrs/yr)

- 15.2 Employees may accrue vacation up to one and one-half times the amount they may earn in one year.
- 15.3 Vacation selection shall be by seniority until March 1. Subsequently vacation will be provided on a first-come first-served basis

#### ARTICLE XVI - HOLIDAY

- 16.1 Full-time employees receive ninety-six (96) hours off per calendar year in-lieu of holidays.

- 16.2 The days shall be scheduled by mutual agreement of the employee and the employee's supervisor.
- 16.3 Unused holidays shall be paid to employees by separate check, during the first regularly scheduled pay period in May, September and December, for those officers who elect not to take the holiday time off.
- 16.4 Schedule permitting, the four days that accumulate each four month period may be taken off in bulk even if not yet earned, subject to the potential obligation to repay the EMPLOYER for the time in the event that an officer leaves the department before the time used has actually been earned. Officers are encouraged to utilize their holiday time off when possible.

#### **ARTICLE XVII - INSURANCE**

- 17.1 The EMPLOYER will contribute up to a maximum of one thousand eighty (\$1080) per month per employee for health insurance including dependent coverage, however, should the insurance premiums increase by an amount greater than 8%, then the parties shall reopen this issue for further negotiations.
- 17.2 The EMPLOYER shall pay for a \$50,000 life insurance policy for full-time employees.
- 17.3 The EMPLOYER shall pay for the Long Term Disability insurance policy currently provided for full-time employees.

#### **ARTICLE XVII - FUNERAL LEAVE**

- 18.1 Full-time employees maybe granted up to three (3) days with pay to attend the funeral of a member of the employee's immediate family.
- 18.2 Immediate family is defined for this ARTICLE as an employee's spouse, child (natural/adopted, legal guardian/conservator), parent (includes employee's and spouse's), brother, sister (natural/adopted), sister-in-law, brother-in-law, and grandparents (includes employee's and spouse's).

#### **ARTICLE XIX - SICK LEAVE**

- 19.1 Full-time employees shall accumulate sick leave at the rate of eight (8) hours per month to a maximum of nine hundred sixty (960) hours
- 19.2 Full-time employees may use personal sick leave benefits provided by the EMPLOYER for absences due to an illness of or injury in accordance with Minn. Stat. §181.9413.

## **ARTICLE XX - SEVERANCE**

Full-time employees shall be paid severance pay at the rate of fifty percent (50%) of the employee's unused sick leave of up to 960 hours, upon honorable termination of employment provided the employee has given the EMPLOYER two weeks' notice.

Employees retiring under the State of Minnesota Retirement System may choose to leave their severance pay in a Health Care Savings Plan administered by the Employer.

## **ARTICLE XXI - COURT TIME**

- 21.1 Employees required by the EMPLOYER to standby for a court appearance between shifts shall be paid for two hours at the employee's regular rate of pay regardless of the number of hours of such standby time served by the employee. No payment is earned if EMPLOYER notifies employee by 6:00 p.m. on the day prior to the scheduled court, that court is cancelled.
- 21.2 Employees required to standby for court on their regularly scheduled day off shall receive standby pay of four hours at their regular rate of pay. No payment is earned if EMPLOYER notifies employee by 6:00 p.m. on the day prior to the scheduled court, that court is cancelled.
- 21.3 Employees required to appear in court between shifts or on an employee's day off, a minimum of three hours of pay shall be earned at one and one-half times the employee's regular rate of pay. An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employees for the three-hour minimum.

## **ARTICLE XXII - WAGES**

Employees shall be paid according to Appendix A attached.

## **ARTICLE XXIII - PERFORMANCE PAY PLAN**

The EMPLOYER shall implement a performance pay plan with participation beginning in 2006 and first payments eligible in 2007. Details of the plan are contained in Exhibit B attached hereto.

## **ARTICLE XXIV - POST LICENSE**

The EMPLOYER will pay for the POST license for eligible police officers

**ARTICLE XXV - WAIVER**

- 25.1 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.
- 25.2 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 conditions of employment not removed by law from bargaining. All agreements and understanding 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 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 XXVI – NEGOTIATIONS**

During the last year of the labor agreement, the Union will send the Employer the Union’s initial proposals to begin negotiations no later than August 1.

**ARTICLE XXVII - DURATION**

This AGREEMENT shall be effective as of January 1, 2017 and shall in full force and effect until the thirty-first day of December, 2019. In witness whereof, the parties here to have executed this AGREEMENT on this 14th day of February 2017.

FOR: CENTENNIAL LAKES JOINT  
POLICE GOVERNING BOARD

Dave Bartholomew, Chair

FOR: LAW ENFORCEMENT LABOR  
POLICE SERVICES, INC:

Dave Smith, BA  
Jeff Tammen #117

**APPENDIX A**

**WAGE SCHEDULE**

1. **Patrol Officers**

<b>2017 (3.0%)</b>	<b>0 - 12 months</b>	<b>13 - 24 months</b>	<b>25 - 36 months</b>	<b>After 36 months</b>
Hourly	\$26.91	\$30.27	\$32.91	\$35.05

<b>2018 (2.75%)</b>	<b>0 - 12 months</b>	<b>13 - 24 months</b>	<b>25 - 36 months</b>	<b>After 36 months</b>
hourly	\$27.65	\$31.10	\$33.82	\$36.01

<b>2019 (2.5%)</b>	<b>0 - 12 months</b>	<b>13 - 24 months</b>	<b>25 - 36 months</b>	<b>After 36 months</b>
hourly	\$28.34	\$31.88	\$34.67	\$36.91

2. **FTO - Field Training Officer**

A Field Training Officer - FTO - must be a certified training officer. When performing FTO duties, one hour of compensatory time shall be granted for each 8-8 ½ hours with a trainee.

3. **Officer in Charge**

Employee specifically assigned by the Police Chief to be Officer in Charge shall be paid fifty cents (\$.50) per hour for all hours of assigned duties.

4. **Detective/Investigator Pay.**

The parties acknowledge that the member of this bargaining unit that is assigned to the tasks of investigator/detective is an important resource for other staff. It is likely that this will involve telephone calls from other officers during off-duty hours to consult on investigative procedures. The parties stipulate that the time involved in taking these calls is 1.5 hours per month. The compensation for this task shall be \$150 per month. It is acknowledged that this compensation is greater than or equal to the employee's overtime rate. This compensation shall be for taking calls only and if the employee is called to duty, then payment for those hours shall be in accordance with the labor agreement.

Adopted 7-11-05

Amended \_\_\_\_\_

**CENTENNIAL LAKES POLICE DEPARTMENT**  
**PERFORMANCE PAY PROGRAM**

A. The Department's Performance Pay Program consists of four elements.

Those elements are:

1. Job Proficiency Testing
2. Community Involvement/Service
3. Continuing Education/Training
4. Physical fitness.

B. Participation in the Performance Pay Program is optional and is open to sworn officers covered by the labor agreement between the Centennial Lakes Police Department and Law Enforcement Labor Services Local No. 154 who have two years of continuous service with the Department in a sworn position by the start of the calendar year.

C. Each element of the Performance Pay Program shall have a monetary value as indicated. The maximum annual amount available is \$1,500.

1. Participation in the program will be for a one-year periods of time defined as the calendar year. The goal of the program is to pay money earned by participating officers during January of the calendar year for completing elements of the program during the prior year. The first year of eligible participation will be January 1 , following completion of two full years of employment. Compensation for this program cannot be paid until after the twelve month participation..
2. Eligible officers wishing to participate in the Performance Pay Program must elect to complete the Job Proficiency Testing component. The remaining program elements are discretionary (zero, one or two out of the remaining three) and officers may choose to or not to participate in them.
3. The earning of performance pay does not apply to any other compensation received by officers including overtime pay. Earnings from the Performance Pay Program are subject to all applicable federal, state and local laws including income tax, withholding, Medicare, P.E.R.A., etc.
4. Overtime pay will not be authorized or paid to officers for their participation in any of the program component verification or testing processes and generally all of the elements must be completed on the officer's off-duty time and without compensation.

### **JOB PROFICIENCY TEST:**

- A. This element must be selected by all officers wishing to participate in the Performance Pay Program. The test will consist of 200 possible true or false and multiple-choice questions, of which 50 questions will be randomly chosen for the actual examination. Questions (and correct answers) developed for the examination pool will be proofed by designated administrative staff and officers not eligible to participate in the program. Participating officers will receive all 200 possible questions (not the correct answers) in advance of the test to research and study. A score of 40 correct or 80% is required to pass the Job Proficiency Test and receive the pay award. If the officer fails to attain the minimum grade the Police chief may grant one retest in order to qualify for the other performance pay elements, but the retest will not qualify for pay under Job Proficiency.
- B. Generally the Job Proficiency Test will be administered in February with a minimum 2 week written advanced notice and issuance of study materials. The Police Chief will administer the test to participating Officers. The test will be scheduled one time along with one makeup time for those who had scheduling conflicts. The Job Proficiency Test will be reviewed and updated on an annual basis by the Chief of Police to insure its relevance and accuracy.
- C. Officers successfully completing this element, shall receive an additional \$400.00 in compensation.

### **COMMUNITY INVOLVEMENT/SERVICE:**

- A. This is an optional element of the Performance Pay Program. Eligible officers who are actively involved in an outside of the job community involvement or service activity may receive \$400 in additional compensation. If all hours of this element are performed in one or more of the three Centennial Lakes cities, then this element shall have a value of \$500.
- B. Community Involvement or service activities must be pre-approved in writing by the Chief of Police and officers must provide evidence of their participation in the activity for the designated yearly period and no other compensation may be received for the activities to be counted toward Community Involvement..
- C. A minimum of twenty (20) hours of participation in community involvement or service activities per year is required to receive the compensation. At least 10 hours of qualifying activities must be in one of the communities of the Centennial Lakes Police Department protected area. The involvement may not be on duty time and can include activities with groups such as:
  - 1. Faith based organizations (Sunday School Teacher, usher, church or parish council, fund raising events, etc.);
  - 2. Community Service Groups (Rotary, Lions, Kiwanis, Exchange Club, Neighborhood Watch Captain, McGruff Safe House, etc.);



3. Education Groups (Parent Advisory Committees, PTA, etc.);
4. Charitable Organizations and 501C3 Groups (American Cancer Society, United Way, Make-A-Wish Foundation, Special Olympics, American Heart Association, etc.);
5. Fraternal Organizations (Knights of Columbus, American Legion, VFW, etc.); and,
6. Public Improvement Projects.
7. Public and governmental boards, provided service is without compensation.

**CONTINUING EDUCATION/TRAINING:**

- A. This is an optional element of the Performance Pay Program. Eligible officers who obtain a twenty (20) hours of job-relevant education or training during the year may receive \$400 in additional compensation.
- B. The education and/or training must be pre-approved by the Chief of Police and must occur outside of duty time with tuition costs or other associated fees not paid by the Department, Evidence of successful completion of the education and/or training will also be required to receive the additional compensation.
- C. Examples of eligible education and/or training are but not limited to:
  1. Criminal Justice Studies coursework;
  2. Law Enforcement coursework;
  3. First Aid coursework
  4. Foreign language coursework
  5. Any "POST Approved" course work or training;
  6. Firearms and "Use of Force" training;
  7. Community Oriented Policing training;
  8. College or university coursework toward any degree program; and,
  9. Courses and training clearly beneficial to the peace officer profession.

**PHYSICAL FITNESS:**

This is an optional element of *the Performance Pay Program* and is worth \$ 600. To qualify, the officer must have refrained from use of tobacco products for the past twelve months and must pass the physical fitness test that is administered to new recruits. The officer will be asked to sign a certificate indicating that he/she has refrained from use of tobacco products for the past twelve months.