

**LABOR AGREEMENT**

**Between**

**CITY OF LINO LAKES**

**And**

**LAW ENFORCEMENT LABOR SERVICES**

**LOCAL NO. 260**

**January 1, 2016 through December 31, 2017**

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**Labor Agreement  
between  
the City of Lino Lakes  
and  
Law Enforcement Labor Services, Local 260**

**ARTICLE 1: PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Lino Lakes, hereinafter called the Employer, and Law Enforcement Labor Services, Local 260, 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 application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment contained herein for the duration of this Agreement.

The Employer and the Union, through this Agreement, continue and pledge their dedication to the highest quality of public service.

**ARTICLE 2: RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for all employees in the unit certified in Case No. 99-PCE-565 by the State of Minnesota Bureau of Mediation Services as follows:

All supervisory employees employed with the City of Lino Lakes Police Department who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding confidential and all other employees.

- 2.2 In the event of 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 State of Minnesota Bureau of Mediation Services for determination.

**ARTICLE 3: DEFINITIONS**

- 3.1 UNION: Law Enforcement Labor Services, Inc., Local 260.
- 3.2 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., Local 260.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.

- 3.4 EMPLOYER: The City of Lino Lakes.
- 3.5 PROBATIONARY EMPLOYEE: An employee who has not completed the required probationary period.
- 3.6 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.

#### **ARTICLE 4: EMPLOYER AUTHORITY**

- 4.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; (1) to establish functions and programs; (2) to set and amend budgets; (3) to determine the utilization of technology; (4) to establish and modify the organization structure; to select, direct, and determine the number of personnel; (5) to establish work schedules; and (6) to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any terms and conditions 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 5: UNION SECURITY**

- 5.1 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.
- 5.2 Upon receipt of written request by the Union, the Employer agrees to deduct from the wages of those employees who are not members of the Union, a fair share fee that shall not exceed 85 percent of the regular monthly dues and shall forward such monies to the Union. This provision shall remain operative only as long as it is specifically provided by law and is otherwise legal.
- 5.3 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 alternate.
- 5.4 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 5.5 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 6: GRIEVANCE PROCEDURE**

### **6.1 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.

### **6.2 Union Representative**

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

### **6.3 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 prior 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.

### **6.4 Procedure**

A grievance, as defined by Section 6.1, 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 21 calendar days after such alleged violation has occurred, present such grievance in writing to the employee's supervisor as designated by the Employer. Such written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the Agreement allegedly violated, and the remedy requested. The Employer-designated representative will discuss and give an answer in writing to Step 1 grievance within 15 calendar days after receipt. A grievance not resolved in Step 1 shall be appealed to Step 2 within 15 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 15 calendar days shall be considered waived.

**Step 2:** A grievance unresolved in Step 1 and appealed to Step 2 by the Union shall be submitted to the Minnesota Bureau of Mediation Services for mediation within 15 calendar days following the Employer-designated representative's Step 1 answer. The Employer-designated representative will discuss and respond in writing to the Step 2 grievance at the mediation session scheduled by the Bureau of Mediation Services. If the

grievance is submitted to mediation and is not resolved, it may be appealed to arbitration within 15 calendar days following the Employer-designated representative's Step 2 answer.

Step 3: A grievance unresolved in Step 2 and appealed to Step 3 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Union shall notify the Employer of its intention to arbitrate the grievance within 15 calendar days following the Employee-designated representative's final Step 2 answer. If the parties are unable to agree on the selection of an arbitrator, the Union shall request a list of arbitrators to be submitted to the parties 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 the Bureau of Mediation Services.

#### 6.5 Arbitrator's Authority

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 issues 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.

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 30 days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express term of this Agreement and to the facts of the grievance presented.

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.

#### 6.6 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 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.

## 6.7 Choice of Remedy

In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this agreement, the aggrieved employee(s) shall be limited to one procedure through which the remedy may be sought. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure. Employees may use both this grievance procedure and a statutory procedure to the extent that it is required by state or federal law.

## **ARTICLE 7: SAVINGS CLAUSE**

7.1 This Agreement is subject to 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 8: DISCIPLINE**

8.1 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

8.2 Notice of suspensions, demotions, and discharges will be in written form.

8.3 Written reprimands, notice of suspension, and notice of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands or notices.

8.4 Employees may examine their own individual personnel files at reasonable times subject to monitoring by the Employer.

8.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present during such questioning.

**ARTICLE 9: LEGAL SERVICES**

- 9.1 The Employer shall defend and indemnify an employee for damages, including punitive damages claimed or levied against the employee in accordance with MN Statute 466.07.
- 9.2 The Employer shall provide false arrest insurance for personnel covered under this Agreement.

**ARTICLE 10: SENIORITY**

- 10.1 Seniority shall be determined by the employee's continuous length of service in all the job classifications covered by this Agreement.
- 10.2 A reduction in the work force will be accomplished on the basis of inverse 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 one year of the time of layoff.
- 10.3 Vacation periods of least five continuous days shall be selected on the basis of seniority until March 1 of each calendar year.
- 10.4 An employee's seniority shall be broken by voluntary resignation, suspensions of more than 30 days, discharge for just cause, or retirement.

**ARTICLE 11: NONDISCRIMINATION**

- 11.1 The provisions of this Agreement shall be applied equally by the Employer and the Union to all employees covered by this Agreement in accordance with applicable city, state, and federal law.

**ARTICLE 12: VACATION**

- 12.1 Employees shall earn and accrue vacation at the following rate based on years of continuous service with the department:

0 through 4 years service	10 days per year
5 through 10 years of service	15 days per year
11 through 20 years service	one additional day per year
- 12.2 Vacation may be used as accrued with the prior approval of the Employer.
- 12.3 Vacation up to a maximum of 240 hours can be carried over into the next calendar year. All hours over 240 at the end of the year will be forfeited unless the City Administrator grants an additional carryover of vacation hours for special circumstances.

12.4 An employee who has completed a minimum of one year of continuous service and who provides the Employer with a minimum of two weeks advance notice prior to leaving the City's employment, shall be compensated for vacation accrued at the time of separation.

### **ARTICLE 13: HOLIDAYS**

13.1 The City of Lino Lakes recognized the following holidays:

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents' Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	4 <sup>th</sup> Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

13.2 When scheduled to work on the holidays listed in Section 13.1, the employee shall receive 2½ times the regular rate of pay.

13.3 When scheduled for a regular day off on the holidays listed in Section 13.1, the employee shall receive two times the regular rate of pay.

13.4 Holiday pay shall be paid by the Employer on or before December 1 of each year.

13.5 The cycle for holiday pay shall be November 15 to November 15.

### **ARTICLE 14: FUNERAL LEAVE**

14.1 Funeral leave up to three work days with pay may be granted for the death of an immediate family member.

14.2 The term "immediate family" as referred to in this Article shall include the employee's parents and parents-in-law, spouse, brothers, sisters, brothers-in-law, sisters-in-law, nieces, nephews, children, or children of employee's spouse, and grandparents.

### **ARTICLE 15: PARENTAL AND FAMILY LEAVE**

15.1 The Employer shall grant parental and family leave in accordance with applicable state and federal law.

## ARTICLE 16: SICK LEAVE

- 16.1 Each full-time employee shall earn and accrue sick leave at the rate of eight hours per month to a maximum of 960 hours.
- 16.2 Sick leave accrued beyond 720 hours will be paid to a deferred compensation plan for the employee at 50 percent of the amount earned up to a maximum of 960 hours.
- 16.3 Any employee who is absent on sick leave for more than three days may be required by the Employer to furnish proof of illness such as a doctor's report.

## ARTICLE 17: INSURANCE

- 17.1 Effective January 1, 2016, Employer will contribute 100% (\$444.61) of the monthly single premium and \$1,010.89 toward the monthly family premium. The Employer's annual contribution for the Health Savings Account (HSA) will be \$1,000 for single coverage and \$2,500 for family coverage. The cash option for waiving coverage is \$300 per month.

Effective January 1, 2017, Employer will contribute 100% of the base single plan and \$1,010.89 plus 50% of the 2017 premium increase toward the family plan. The Employer's contribution for the HSA toward the annual deductibles will be \$1,000 for single coverage and \$2,500 for family coverage. The cash option for waiving coverage is \$300 per month.

- 17.2 Dental Plan. The Employer agrees to pay 100% of the single premium for monthly dental insurance coverage. The Employer agrees to deduct the difference between the Employer's contribution of 100% of the single premium and the employee's contribution towards either single plus one or family coverage from each employee's salary and forward the total premium to the Dental Plan Administrator.
- 17.3 Life Insurance. The Employer shall provide a \$25,000.00 life insurance policy for all eligible employees.
- 17.4 Long-Term Disability Insurance. The Employer shall pay 100 percent of the premiums toward long-term disability insurance for all eligible employees.
- 17.5 It is understood that the Employer's only obligation is to pay the Employer contribution for group insurance premiums as agreed to herein. The Employer is not liable for claims as a result of a denial of insurance benefits by an insurance carrier.

## ARTICLE 18: COMPENSATION

- 18.1 Employees will be compensated in accordance with Appendix A attached to this Agreement. The wage schedule reflects a 2.5% plus .5% market adjustment effective January 1, 2016, and a 2.5% plus .5% market adjustment effective January 1, 2017.

## **ARTICLE 19: SEVERANCE**

- 19.1 A full-time employee who has completed 10 years of service with the City of Lino Lakes and who terminates employment in good standing shall receive severance pay in the amount of 50 percent of accrued sick leave to be calculated at the employee's base pay rate. For the purpose of this Article, good standing is defined as providing the Employer with a two-week notice prior to separation of employment.
- 19.2 The maximum amount of severance pay provided shall be limited to a calculation based on a maximum of 480 hours.
- 19.3 All severance pay in this Article will be contributed to the Post Retirement Health Savings Plan.

## **ARTICLE 20: OVERTIME**

- 20.1 Employees will be compensated at 1½ times their regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Voluntary changes of shift do not qualify an employee for overtime under this Article.
- 20.2 Overtime will be distributed as equally as practicable. Overtime refused by employees will be considered as unpaid overtime worked.
- 20.3 For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 20.4 At the employee's option, employees will be allowed to earn compensatory time off rather than the monetary compensation in Article 20.1. Compensatory time will be earned at a rate of 1½ times the actual overtime hours worked. The maximum accrual of compensatory time shall be 60 hours. Employees may carry over 20 hours of compensatory time into the following year.

## **ARTICLE 21: INJURY ON DUTY**

- 21.1 An employee injured on duty shall receive his/her gross salary, less any Workers' Compensation and disability insurance benefits, for not more than 120 work days without loss in accrued leave time.
- 21.2 An injured employee must report the amount received from Workers' Compensation to the Employer before the payment will be made. The Employer will pay the difference between the Workers' Compensation and disability insurance and the employee's gross salary for a period of up to 120 work days.
- 21.3 The above payments shall be paid only if Workers' Compensation is paid.

## **ARTICLE 22: CLOTHING ALLOWANCE**

- 22.1 The Employer will provide an annual clothing allowance of \$780.00 for the purpose of purchasing uniforms. Employees may carry over one year's clothing allowance. The clothing allowance bank shall not exceed twice the annual allowance. Any portion of the clothing allowance not spent at the time of separation remains with the City.
- 22.2 The Employer shall administer the clothing allowance credit so that vendors invoice the city directly for uniform orders. Uniforms and related equipment may be purchased subject to Employer approval. Any clothing damaged in the line of duty shall be replaced by the Employer.

## **ARTICLE 23: COURT TIME AND CALL BACK**

- 23.1 When required to appear in court during scheduled off-duty time, employees shall receive a minimum of two hours of pay at 1½ times the employee's base pay rate. An extension of or early report to a regular scheduled shift does not qualify the employee for the two-hour minimum.
- 23.2 When called back to duty during scheduled off-duty time, employees shall receive a minimum of two hours pay at 1½ times the employee's base pay rate. An extension of or early report to a regular scheduled shift does not qualify the employee for the two-hour minimum.
- 23.3 Availability Pay. Sergeants will be provided a monthly stipend of \$111.48 in 1016 and \$114.82 in 2017 as compensation for being available to take phone calls and emails related to department business during off duty hours. This stipend will increase in subsequent years by any wage adjustment in accordance with the 2011 collective bargaining agreement.

## **ARTICLE 24: TRAINING**

- 24.1 The Employer will provide employees the training necessary to maintain POST certification. The Employer will pay \$90.00 toward the cost of POST license fees.

## **ARTICLE 25: WAIVER**

- 25.1 Any and all prior agreements, resolutions, 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 condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The

Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment.

**ARTICLE 26: POST RETIREMENT HEALTH SAVINGS PLAN**

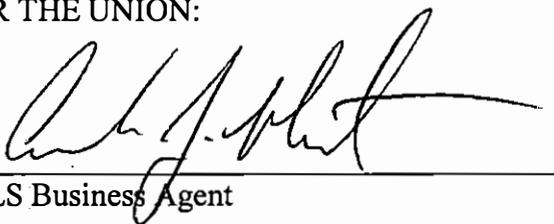
26.1 All employees will contribute \$100.00 per month to the Post Retirement Health Care Savings Plan and all eligible severance pay.

**ARTICLE 27: DURATION**

This Agreement shall be effective January 1, 2016 and shall remain in full force and effect until December 31, 2017.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 25th day of April 2016.

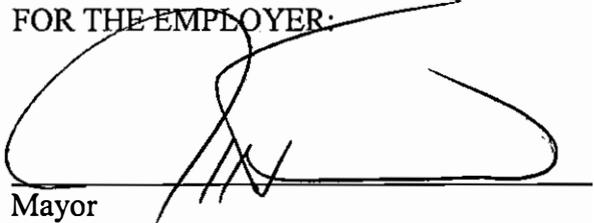
FOR THE UNION:

  
LELS Business Agent

  
Local 260 Union Officer

  
Local 260 Union Officer

FOR THE EMPLOYER:

  
Mayor

  
City Clerk

## APPENDIX A

### 2016-2017 WAGE SCHEDULE

Police Sergeant	Step 1	Step 2	Step 3	Step 4	Step 5
1/1/15 2% + 1.5% market adj.	66,003	71,254	75,683	80,916	85,391
1/1/16 2.5% + .5% market adj.	67,983	73,392	77,953	83,343	87,953
1/1/17 2.5% + .5% market adj.	70,022	75,594	80,292	85,843	90,592

**Police Training Officer (PTO) – Sergeants assigned by the Employer to this position will receive 1.5 hours of compensatory time per shift when working in this classification.**