

LABOR AGREEMENT

BETWEEN

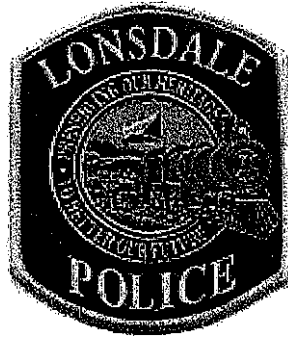
CITY OF LONSDALE

AND

LAW ENFORCEMENT LABOR SERVICES, INC.

LOCAL #369

PATROL OFFICERS



January 1, 2016 through December 31, 2018

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**CITY OF LONSDALE
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL #369**

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Lonsdale, hereinafter called the Employer, and Law Enforcement Labor Services, Inc., Local #369, hereinafter called the Union.

It is the intent and purpose of this Agreement to:

- 1.1 Establish certain hours, wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 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 Police service and protection to the residents of Lonsdale. 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. 14, for Police personnel in the following job classifications: Police Officer.
- 2.2 The Employer shall not discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief, or potential belief.

ARTICLE 3 DEFINITIONS

- 3.1 **BASE PAY RATE:** The Employer's hourly pay rate exclusive of overtime premium, shift premium, longevity or any other special allowance.
- 3.2 **CHIEF:** The Chief of the Lonsdale Police Department.
- 3.3 **COMPENSATORY TIME:** Time off the employee's regularly scheduled work schedule, equal to the overtime rate of pay (1.5 hours for every one hour worked).
- 3.4 **DEPARTMENT:** The City of Lonsdale Police Department.

- 3.5 EMPLOYEE: A member of the exclusively recognized bargaining unit
- 3.6 EMPLOYER: The City of Lonsdale.
- 3.7 FULL-TIME OFFICER: A non-supervisory police officer employed by the City of Lonsdale who has completed the required probationary period and who is normally scheduled to work not less than the normal work year of 2,080 hours.
- 3.8 LUNCH BREAK: A thirty (30) minute paid period during the scheduled shift during which the employee remains on continual duty for a period of at least eight (8) hours and is responsible for assigned duties.
- 3.9 OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.10 PROBATIONARY OFFICER WITH EXPERIENCE: A Probationary Officer with more than two (2) years of continuous sworn full-time experience at the time of hire.
- 3.11 PROBATIONARY OFFICER WITHOUT EXPERIENCE: A Probationary Officer with less than two (2) years of continuous sworn full-time experience at the time of hire.
- 3.12 PROBATIONARY PERIOD: A period of time not to exceed 1 year from the actual first day of work, promotion or reassignment subject to the conditions of Article 9, Section 9.2.
- 3.13 SCHEDULED SHIFT: A consecutive work period of at least eight (8), ten (10) or twelve (12) hours or any other shift established by the Employer, that will include a thirty (30) minute paid lunch break.
- 3.14 SENIORITY: Length of continuous full time employment with the City of Lonsdale in a particular job classification (Police Officer). Any leaves without pay of an employee are not counted as part of continuous employment.
- 3.15 UNION: Law Enforcement Labor Services, Inc., Local #369.
- 3.16 UNION MEMBER: A member of Law Enforcement Labor Services, Inc., Local #369.
- 3.17 UNION OFFICER: Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.18 UNION STEWARD: The member of the exclusively recognized bargaining unit who has been selected or appointed by Law Enforcement Labor Services, to serve

as Steward.

ARTICLE 4 EMPLOYER SECURITY

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

ARTICLE 5 EMPLOYER AUTHORITY

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. Any term or condition of employment not specifically established or modified by the 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 monthly Union dues, or a "fair share" deduction, as provided in Minnesota State Statute Section 179.65, Subd. 2, if the employee elects not to become a member of the Union. 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 the posting of 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.

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 employment in this Agreement.

7.2 Union Representative. 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 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 the Employee and the Union Representative have notified 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 fourteen (14) calendar days after such alleged violation has occurred, present such grievance to the Chief. The Chief 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 Chief'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 City Administrator. The City Administrator shall give his/her 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 City's Administrators final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union to the City Council. The City Council, at its sole discretion, shall either (1) give the Union their answer in writing within ten (10) calendar

days after receipt of such Step 3 grievance or (2) conduct a closed hearing on the grievance at the next regularly-scheduled City Council meeting, unless otherwise agreed between the City and the Employee. In the event a hearing is held, the City Council shall give the Union their answer in writing within ten (10) calendar days after the hearing. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the City Council'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.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of the arbitrator shall be made in accordance with the rules established by the Minnesota Bureau of Mediation Services.

7.5 If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be deemed denied at that step by the Employer. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union in each step.

7.6 Arbitrator's Authority.

- A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension or fail to object to the Arbitrator's authority after the expiration of the thirty (30) days. 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, provided it pays for the record. If both parties desire a

verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 8 SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the City of Lonsdale. 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 provisions 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 full-time employment in a particular job classification (Police Officer) with the City of Lonsdale for all hours actually worked. Seniority rosters shall be maintained by the Employer.
- 9.2 The probationary period of a newly hired or rehired employee is as defined in Article 3, 3.12. 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 in work force will be accomplished on the inverse basis of seniority after at least two weeks notice to the employee. Employees shall be recalled on the basis of seniority. An employee on layoff shall have the opportunity to return to work within one (1) year of the time of his/her layoff before any new employee is hired. Notification shall be made by certified mail. Upon receipt of said notice, the Employee shall have fourteen (14) days to return to work. The failure to do so shall constitute the waiver of any rights under this Article.
- 9.4 Vacation periods shall be selected on the basis of seniority until April 1st of each calendar year. After April 1st vacation picks will be made on a first come first serve basis.
- 9.5 Senior employees will be given preference with regard to transfers, promotions, job assignments, and shifts, when the job relevant qualifications of applicants are equal.

ARTICLE 10 DISCIPLINE

- 10.1 The Employer will discipline full-time and part-time 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.
- 10.2 Oral reprimands may be given for just cause only. It may be documented in written form as being given; however, the written form shall not go into employee's file, but may be retained in a separate file designated by the Chief. Oral reprimand shall remain in the file for a six (6) month period and then removed from the file. The City may expedite the above disciplinary procedure by eliminating the oral reprimand in such circumstances where an employee has displayed a repeated pattern of behavior which is inconsistent with department policy or the purpose of this contract.
- 10.3 Suspensions, demotions and discharges will be in written form.
- 10.4 Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and/or notices. Written reprimands shall be removed after two (2) years, except that notices of suspension shall be removed after three (3) years.
- 10.5 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.6 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.
- 10.7 Discharges will be preceded by a five (5) day suspension with or without pay.
- 10.8 Reprimands shall not be done in a willfully or malice manner as to embarrass the employee or before other employees.
- 10.9 All complaints against officers shall follow proper procedure. There shall be no third party complaints. Initial complaints are referred to the Chief for investigation according to Department Policy.

ARTICLE 11 CONSTITUTIONAL PROTECTION

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

ARTICLE 12 WORK SCHEDULES

- 12.1 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 paid leave time.

- 12.2 Holidays, vacation and all other authorized paid leave time is to be calculated on the basis of an eight (8) hour work day. A shift of ten (10) hours or less, will be calculated on the length of the shift worked. If a shift is worked in excess of ten (10) hours in length, the paid leave will be capped at ten (10) hours.

- 12.3 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.

- 12.4 The Chief can make a schedule change in case of an emergency with a minimum notice of 48 hours to reduce the use of part-time officers and to maintain 24/7 police coverage. This is only in effect with six (6) employed full-time police officers and only affects the officer designated as the "Power Shift" officer or the officer scheduled to work less than a twelve (12) hour shift. All other schedule changes will be made and posted with a minimum notice of fourteen (14) days.

- 12.5 Officers shall be allowed to check in via radio for the start of and end of shift. Officers shall complete, sign and submit a time sheet approved by the Chief. Completed time sheets shall be submitted to the Chief to allow for his/her review of them and submission to Payroll no later than noon on the Monday prior to the pay date. Employees may not be paid if a completed and reviewed time sheet is not submitted by the deadline.

ARTICLE 13 OVERTIME

- 13.1 Overtime, or compensatory time, will be compensated at one and one-half (1 ½) times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Employee's may select comp. time or pay as compensation for the overtime hours worked.

- 13.2 Overtime will be distributed as equally as practicable.

- 13.3 Employees are obligated to work overtime or call backs as required and requested by the Employer unless unusual circumstances prevent the Employee from so working.
- 13.4 An employee may accumulate up to eighty (80) hours of compensatory time. All compensatory time used needs approval of the Chief.

ARTICLE 14 COURT TIME

An employee who is required to appear in court during his/her scheduled off-duty time shall receive a minimum of two (2) hours at one and one-half 1 ½ times employee's base rate of pay in either overtime or comptime. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum. If the employee is notified before 6:00 pm the day before court is scheduled that it has been canceled, there will be no compensation.

ARTICLE 15 CALL BACK

An employee who is called back to duty during his/her 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 rate of pay. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE 16 HOLIDAYS

- 16.1 Employer grants to each employee eleven (11) paid holidays per year at their base pay rate. Paid holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	2 floating holiday

- 16.2 Employees will receive 1 ½ times their pay for every hour worked on each of the above referenced holiday.
- 16.3 Floating Holidays shall be used in eight (8) hour increments.

ARTICLE 17 VACATION

17.1 The following vacation schedule is based on the date of employment with the City of Lonsdale.

UNION YEARS	DAYS	HOURS (8)	HOURS (10)
0-1	8	64	80
1+	8	64	80
2	10	80	100
3	10	80	100
4	10	80	100
5	15	120	150
6	16	128	160
7	17	136	170
8	18	144	180
9	19	152	190
10	20	160	200
11	21	168	210
12	22	176	220
13	23	184	230
14	24	192	240
15	25	200	250
16	26	208	260
17	27	216	270
18	28	224	280
19	29	232	290
20	30	240	300

An employee's vacation time accrued in excess of eighty (80) hours cannot be carried into a new year. If these hours are not used within a year, they shall be forfeited.

- 17.2 Vacation periods shall be selected on the basis of seniority until April 1st of each calendar year.
- 17.3 Full time officers will accrue vacation during the probationary period, but will not be eligible to use accrued vacation until after their first twelve (12) months of employment.
- 17.4 Employees using accrued vacation or sick leave will be considered working for the purpose of accumulating additional vacation leave.
- 17.5 Employees voluntarily leaving the service of the Employer after giving the Employer proper notice of termination of employment will be compensated for vacation leave accrued and unused.
- 17.6 The estate of an employee who dies while employed by the Employer will be compensated for vacation leave accrued and unused, in addition to any accrued compensation time and severance pay per Article 26.

- 17.7 Employees shall provide the employer two (2) weeks written notice of intention to use vacation. If notice is less than two (2) weeks the employer cannot guarantee approval of requested vacation.

ARTICLE 18 LEAVE OF ABSENCE

- 18.1 If an employee, due to an extended period of illness or other legitimate reason, shall have used all of his/her sick and/or vacation leaves, this section may apply. Extended leaves of absence without pay shall only be granted by the City Council, and may only be for a period not to exceed ninety (90) days, except that the City Council may extend such leave to a maximum period of one (1) year if the employee is severely disabled or, in the Employer's judgment, where extraordinary circumstances warrant such an extension. No benefits of any kind shall accrue or be paid during a leave of absence without pay granted under this Article. All leaves shall be conditioned upon the agreement that the leave may be canceled by the Employer at any time by written notice. If an extended leave of absence is given for medical reasons, the Employer shall have the right to obtain medical records and reports supporting the leave of absence. In addition, the Employer shall have the right to demand an employee submit to an examination by a doctor selected by the Employer to determine the ability of the employee to maintain his/her present position, perform the essential job duties, and the likelihood of the employee's ability to return to work, by medical, psychiatric, or other professional opinion.

- 18.2 Maternity/Paternity Leave
Maternity/Paternity Leave, not to exceed six (6) months, may be granted by the Employer upon request of an employee. An extension of a maternity/paternity leave may be granted by the Employer if requested. Sick leave and vacation time shall not accumulate during any maternity/paternity leave, but accrued amounts of both shall remain on record at the inception of the leave of absence and shall resume upon return of the employee. Any accrued sick leave and vacation time accrued may be used to compensate while out on maternity/paternity leave. Health benefits will be extended at employee expense during the period in which any maternity/paternity leave is granted.

ARTICLE 19 SICK LEAVE

- 19.1 The Employer grants to each employee paid sick leave at the rate of one (1) day per month up to the maximum set forth in Article 19.3.
- 19.2 Each employee, in order to be eligible for sick leave pay, shall report to the Chief or his/her duly appointed assistant as soon as possible prior to the start of his/her scheduled shift the reason for the use of sick leave.
- 19.3 Each full-time officer shall be allowed a maximum accumulation of eight hundred (800) hours of sick leave. Sick leave may be granted in units of not less than two (2)

hours or one-quarter (1/4) of a work day unless otherwise approved by the Chief of Police or City Administrator.

- 19.4 If the Employee is absent three (3) consecutive working days or longer, or if the employer has reasonable cause to believe that sick leave benefits under this provision are being abused, the Chief may request and the employee must provide the statement of a doctor to verify that there is an illness or injury which prevents the employee from working. The Employer reserves the right to medically examine, at the Employers expense, any employee claiming sick leave.

ARTICLE 20 INJURY ON DUTY

- 20.1 Any employee injured on duty shall receive up to ninety (90) days pay without loss to any accrued sick leave or vacation leave provided as follows:
- A. The employee reports the injury as soon as possible to the Chief of Police;
 - B. The injury is of a nature which is covered by Workers' Compensation;
 - C. If requested and paid for by the Employer, the employee shall submit to an examination by a competent medical examiner;
 - D. Employee to sign Workers Compensation check over to City and City will issue normal payroll check.
 - E. The employee shall provide an "Ability to Work" form to the employer every two (2) weeks signed by the employee's physician while out on Workers Compensation.

ARTICLE 21 FUNERAL LEAVE

Employees shall be granted three (3) paid days funeral leave for the death of an immediate family member. "Immediate family" is defined as mother, father, siblings, stepparents, spouse, children, grandparents, grandchildren and spouse's mother, father, siblings, stepparents, children, grandparents and grandchildren. Sick leave may be used for leave under this Article.

If the funeral for the employee is out of state the maximum granted is five (5) paid days.

ARTICLE 22 JURY DUTY

Full- Time employees will be granted paid leaves of absence for required jury duty. Such employees will be required to turn over any compensation they receive for jury duty, minus mileage reimbursement, to the city in order to receive their regular wages for the period.

Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or shall use accrued vacation or compensatory time to make up the difference.

Employees are required to notify their supervisor as soon as possible after receiving notice to report for jury duty. The employee will be responsible for ensuring that a report of time spent on jury duty and pay form is completed by the Clerk of Court so the City will be able

to determine the amount of compensation due for the period involved.

ARTICLE 23 UNIFORM AND EQUIPMENT ALLOWANCE

23.1 The Employer agrees to provide each new employee with the following:

- | | |
|-------------------------------|--------------------------|
| Three (3) pants | Leather gear |
| Three (3) long sleeve shirts | (Gun belt w/accessories) |
| Three (3) short sleeve shirts | Rain Coat |
| 1 Winter Jacket | Hat with Badge |
| 1 Spring Jacket | Name Tag |
| Boots | Collar Brass |

If an employee does not complete the required probationary period of one year, all uniforms and equipment will be returned to the Employer before the employee receives his/her final payroll check.

23.2 After the employee successfully completes the probationary period, each employee shall be entitled to an annual uniform and equipment allowance of seven hundred dollars (\$700.00). This allowance is to be used by the employee to maintain a professional looking uniform and to purchase equipment previously approved by the Police Chief that can be used in the line of duty for each year through the life of the contract. The uniform allowance will be on a voucher system. Uniform allowance will be available beginning January 1st of each year.

23.3 The Employer agrees to replace all City provided clothing, equipment, and/or property damaged or destroyed in the line of duty at no cost to the employee except when such damage is due to the employee's negligence, carelessness or misuse.

23.4 Chief of Police shall determine what the uniform will consist of. The Chief will also approve all clothing purchased for full-time officers.

ARTICLE 24 HEALTH INSURANCE

The Employer will contribute 100 percent toward the cost of single coverage. Employees who elect family and dependent health care coverage will be placed on the City's Health Care Plan. The Employer will pay 75 % of each employee's deductible.

The City may review the City's health insurance plan on an annual basis if so desired.

ARTICLE 25 LIFE INSURANCE

The Employer will pay the premium for a twenty-five thousand dollar (\$25,000.00) term life insurance policy for each regular full-time employee.

ARTICLE 26 SEVERANCE PAY

Full-time employees who terminate employment due to death, disability or voluntary resignation in good standing with at least two weeks' prior notice to Employer, and with a minimum of ten (10) years continuous service, shall be entitled to severance pay in an amount equal to one-half (½) of accumulated sick leave. Full-time employees with a minimum of twenty (20) years continuous service, shall be entitled to severance pay in an amount equal to one hundred percent (100%) of accumulated sick leave with a cap of 800 hours. No severance pay shall be made to an employee whose employment is terminated for misconduct or as a result of that employee committing a crime against the City. The employee can choose that their accrued sick, vacation or compensation time can either be paid out or distributed to an Health Savings Account when employment is properly terminated in good standing with the City.

ARTICLE 27 OTHER EMPLOYMENT

Officers employed by the City of Lonsdale will be allowed to work part-time for other Law Enforcement agencies with the Police Chief's approval.

No outside work 10 hours prior to shift.

ARTICLE 28 SALARY SCHEDULE

January 1, 2016-2018	POLICE OFFICERS*		
	STEP	2014/2015	
	Step 1	Start	\$20.55
	Step 2		\$21.27
	Step 3		\$22.02
	Step 4		\$22.79
	Step 5		\$23.59
	Step 6		\$24.41
	Step 7		\$25.26
	Step 8		\$26.15
	Step 9		\$27.06
	Step 10		\$28.01

Employees advance to the next step as described above after the employee has received a satisfactory annual performance evaluation by the City's Police Chief and successfully completed the Fitness for Duty testing as stated in Article 31. If the Police Chief does not complete the annual performance evaluation by January 1st of each year and such evaluation is determined to be satisfactory, the associated pay increase shall be retroactive

to January 1st. By or on December 31st, the Officer must have also met the standards stated in Article 31 for the pay increase to be retroactive to January 1st. If the standards stated in Article 31 are not met by or on December 31st, the pay increase shall be retroactive to the date those standards are met.

A newly hired officer who meets the requirements of a "Probationary Officer with Experience," may, at the Employees discretion, be placed at a step beyond Step 1 or may be advanced through the steps at an accelerated pace in comparison to employees without this same amount of experience.

City shall utilize direct deposit for payroll. Employer will use time sheets to track employee hours.

Anniversary dates will be January 1st of each year for all existing employees.

Employees hired after this Agreement is approved will advance to the next step as stated above after one (1) year of service. Upon reaching one (1) year of service, the Employee's anniversary date shall be January 1st of each year.

ARTICLE 29 P.O.S.T. TRAINING/PEACE OFFICER LICENSE

- 29.1 The Employer will provide for the minimum required hours of approved P.O.S.T. training for licensure.
- 29.2 The Employer will pay the cost of the employee's Peace Officer License.
- 29.3 Wage determination for training will be at the standard hourly rate of pay (not overtime rate). Hours worked in excess of a regularly scheduled shift for training purposes will be calculated at the standard hourly rate and accrued as comp time.. Training hours worked on an Officers day off, will be paid out at the standard hourly rate of pay.
- 29.4 Officers will use a squad for transportation to and from training when feasible. If unable to use squad, or not feasible for the particular training in question, the City shall reimburse the officer for mileage as per the currently City's mileage reimbursement policy rate.
- 29.5 If an Officer is on City approved training and that training extends for an overnight time period, the City shall reimburse or make an allowance for expenses incurred including but not limited to: wages, travel expenses, meals, tuition, etc.
- 29.6 The City shall pay for all meals and expenses to all day-eight (8) hour training sessions.
- 29.7 Officers will receive nine (9) boxes of ammunition for practice purposes, empty brass shall be returned to the department immediately.

ARTICLE 30 EXAMINATIONS

If the Employer requires an employee to submit to an examination by the Employer appointed physician or psychiatrist and the Employer judges that there are grounds for such an examination and the Employer shall pay for the exam and all exam related expenses. If the Employer's choice of physician or psychiatrist is unacceptable to the employee, the employee can then submit to the Employer a list of three qualified physicians or psychiatrists for a second selection. The employee will have sole financial responsibility for the second opinion.

ARTICLE 31 FITNESS FOR DUTY EXAMINATION

The position of Police Officer is physically demanding. The purpose of Fitness for Duty testing is to identify who can and who cannot perform essentially physical job tasks. At any time, an Officer may have to perform physical tasks such as:

Sustained Pursuits:	Aerobic power
Sprints:	Anaerobic power
Dodging:	Aerobic/anaerobic power and flexibility
Lifting/Carrying:	Muscular strength, muscular endurance, anaerobic power
Dragging/Pulling:	Muscular strength, muscular endurance, anaerobic power
Pushing:	Muscular strength, muscular endurance, anaerobic power
Jumping/Vaulting:	Anaerobic power, Leg power and strength
Crawling:	Flexibility, muscular endurance and body fat composition
Use of Force (< than 2 Minutes):	Anaerobic power, muscular strength and muscular endurance
Use of Force: (> than 2 minutes):	Aerobic power, muscular strength and muscular endurance

For the safety of the Officer, other Officers and the public it is important for an Officer to stay physically fit. In addition, it is important for Officers to be physically fit because:

1. It relates to the ability of Officers to perform essential functions of the job;
2. It relates to minimizing the risk of excessive force situations;
3. It relates to minimizing the known health risks associated with the public safety job;
4. It relates to meeting the many legal requirements to avoid litigation and having a defensible position if challenged in court; and
5. It relates to the ability to perform the emergency function

Officers shall be allowed to physically work out on duty during their scheduled shift when duty allows for up to forty-five (45) minutes per shift.

During a calendar year, all Officers will have to perform and pass the Fitness for Duty test once. The Fitness for Duty test will be held in September and scheduled by the Police Chief. If an Officer is unable to perform any of the tests due to injury, illness or

pregnancy, the Officer will be scheduled to perform the tests within thirty (30) days of being cleared by a physician.

Officers will be compensated for one (1) hour at their base rate of pay to complete the Fitness for Duty test. This compensation shall only be given for the initial test and not for any retakes.

If an Officer fails any requirement of the test, the Officer will be able to retake the test as many times as necessary upon providing the Police Chief a minimum of four (4) days written notice.

The fitness test battery for which standards are enforced contain only those items that measure both the underlying fitness components (they have construct validity) and predictive fitness components (they have criterion validity). The tests applied have the validity to predict an officer's ability to perform essential and critical physically demanding tasks regardless of age, gender, ethnicity or any disability that might be present.

The physical fitness level of an Officer relates to his/her ability to perform the emergency components of the job. The Critical physical job tasks in Law Enforcement include: pushing; pulling; lifting; carrying, dragging; jumping, vaulting; crawling; sprinting; use of force and sustained pursuit. Therefore, the Fitness for Duty testing shall be comprised of the following tests:

1. Drag a 160 pound dummy 100 feet continuously without stopping;
2. Push-Ups; and
3. Half (½) Mile Run (1/3 the time of 1 ½ run);

The minimum passing score shall be The New Cooper Age and Gender Base Standards for Law Enforcement 50th percentile.

ARTICLE 32 WAIVER

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.

ARTICLE 33 DURATION

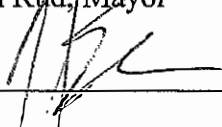
This Agreement shall be in effect from January 1, 2016 and shall remain in full force and effect until December 31, 2018, or until a new contract is signed with the exclusive representative of Law Enforcement Labor Services, Inc., Local #369, whichever is later.

FOR THE CITY OF LONSDALE

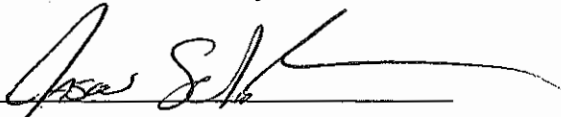
**LAW ENFORCEMENT LABOR SERVICES,
INC.**



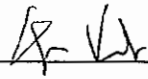
Tim Rud, Mayor



Joel A. Erickson, City Administrator



Jason Schmitz, Chief of Police



James Roberts, Business Agent



Todd Franklin, Union Steward

01/05/2016

Date